

FRANCHISE DISCLOSURE DOCUMENT



Taziki's Franchising, LLC
(an Alabama limited liability
company)
3009 Pump House Road, Suite 200
Birmingham, Alabama 35243
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www.tazikis.com

Taziki's Franchising, LLC offers Mediterranean inspired fast casual restaurant franchises. The total investment necessary to begin operation of a Taziki's Mediterranean Café franchise ranges from \$567,000 to \$1,204,000. This includes \$35,000 that must be paid as an initial fee to us for your initial unit and \$1,000 for prototype plans. If you enter into an Area Development Agreement with us, the total investment necessary to begin operation of at least three restaurants ranges from \$1,679,000 to \$3,596,000, including the minimum area development and franchise fees of \$95,000 that you pay to us and \$1,000 for prototype plans.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact William G. Magruder at 3009 Pump House Road, Suite 200, Birmingham, Alabama 35243, via email at franchisesales@tazikis.com or by phone at (205) 451-1860.

The terms of your contract will govern your franchise relationship. Don't rely on the Disclosure Document alone to understand your contract. Read all of your contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or an 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 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.

The Issuance Date of this Disclosure Document is June 3, 2026.

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit G.
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 D 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 Taziki's Mediterranean Café 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 Taziki's Mediterranean Café franchisee?	Item 20 or Exhibit G lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	Those questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The Franchise Agreement and Area Development Agreement require you to resolve disputes with us by litigation only in the district where our home office is located, which is currently Jefferson County, Alabama. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to litigate with us in Jefferson County, Alabama 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 ability to provide services and support to you.

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

ADDENDUM TO THE DISCLOSURE DOCUMENT FOR THE STATE OF MICHIGAN

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

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

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

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

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

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

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

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

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

(2) The fact that the proposed transferee is a competitor of the franchisor or sub-franchisor.

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

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

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

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

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

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO THE OFFICE OF THE ATTORNEY GENERAL, CONSUMER PROTECTION DIVISION, ATTN: FRANCHISE DEPARTMENT, 670 LAW BLDG., LANSING, MICHIGAN 48913, (517) 373-7117.

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Exhibits

A	Franchise Agreement including forms of Automated Clearing House Payment Authorization; Guaranty and Restriction Agreement; Management Confidentiality Agreement; Lease Rider; Nontraditional Concept; Franchise Agreement Addenda Required by Certain States; Receipt of Operations Manual and Confidentiality Agreement; Fresh Managed IT Master Services Agreement, Fresh Support Services Agreement, and Franchisee Joinder to Master Services Agreement; Optional Digital Management Services Participation Agreement
B	Area Development Agreement
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F	Table of Contents of Operations Manual
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I	Form of General Release and Form of Extension and General Release

ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this Disclosure Document, we will use the words “we,” “us” and “our” when referring to Taziki’s Franchising, LLC and the words “you” and “your” when referring to the individual or business entity which buys a Franchised Business franchise. The words “you” and “your” do not include any individual or business entity which owns an interest in you. We will require all individuals and business entities that own an interest in you to guarantee your obligations to us.

Franchisor, and any Parents, Predecessors, and Affiliates

We are an Alabama limited liability company formed on January 1, 2013. Our principal business address is 3009 Pump House Road, Suite 200, Birmingham, Alabama 35243. Our direct parent corporation is Taziki’s, Inc., a Delaware corporation (“Parent”), which was incorporated on May 15, 1998 as an Alabama corporation and converted to a Delaware corporation on January 27, 2016. Taziki’s, Inc. is now a wholly owned subsidiary of Taziki’s Holding Company, LLC, a Delaware limited liability company (“Holdings”) formed on May 17, 2017. Holdings is owned by former stockholders of the Parent. The principal business address for Parent and Holdings is 3009 Pump House Road, Suite 200, Birmingham, Alabama 35243. We have no predecessors, although Parent has previously entered into license agreements for six Taziki’s Mediterranean Café restaurants.

We presently do business under the name Taziki’s Franchising, LLC. You will operate your franchised restaurant under the name Taziki’s Mediterranean Café. The name and address of our agent for service of process in Alabama appears on Exhibit E to this Disclosure Document.

We do not operate a Taziki’s Mediterranean Café, but as of December 31, 2025, Parent has an investment in and operational control of forty-four (44) Restaurants as follows:

Entity	Parent's Effective Ownership	No. of Restaurants
Huntsville Tazikis I, LLC	23%	4
Taz 840, LLC	40%	2
Taz ATL 3, LLC	70%	1
Taz Florence, LLC	18%	1
Taz Gulch, LLC	40%	3
Taz Jackson TN, LLC	80%	1
Taz RDU, LLC	80%	4
Taz Roanoke, LLC	80%	1
Taz St. Louis, LLC	80%	2
Taz West End, LLC	45%	1
Taziki's Atlanta, LLC	85%	2

Entity	Parent's Effective Ownership	No. of Restaurants
Taziki's Denver, LLC	50%	2
Taziki's Huntsville, LLC	23%	1
Taziki's Nashville, LLC	50%	5
Taziki's of Green Hills, LLC	35%	1
Taziki's Restaurants ATL, LLC	80%	3
Taziki's Restaurants 2, LLC	80%	3
Taziki's Restaurants, LLC	100%	7
Total:		44

Additionally, as of December 31, 2025, Parent is affiliated through common ownership and has operational control of six (6) Restaurants as follows:

Entity Affiliated through common ownership with Parent		No. of Restaurants
Taz Bham, LLC		3
Taz Hoover, LLC		1
Taz K&R, LLC		2
Total:		6

The Business and Franchises Offered

We offer the opportunity to establish and operate a Taziki's Mediterranean Café restaurant franchise (the "Franchised Business") at a single, defined location (the "Franchised Location") within a specific territory (the "Territory") using our trademarks, service marks, trade names, logos and commercial symbols (the "Marks"), certain printed materials (the "Materials"), proprietary products and methods of operation (the "System") under a Franchise Agreement you sign with us and our Operations Manual that sets forth our System standards (the "System Standards").

A Taziki's Mediterranean Café (a "Restaurant") is a fast-casual restaurant serving lunch and dinner and specializing in modern Mediterranean fare. Customers order at the counter or by using a mobile app, on-line on the brand website, www.tazikis.com or by telephone, and meals are prepared to order and served for on-premises dining or off-premise via carry-out, curbside delivery, drive-thru, or catering. You may offer wait staff table service for dinner service, with our consent. Wine and beer must be served subject to local laws. A Franchised Business typically employs between 22 and 35 individuals and operates in an end cap location of a strip shopping center or a stand-alone location with approximately 2,000 – 3,000 square feet of interior space and a patio. It has indoor seating for approximately 75 to 125 customers and outdoor seating for another 20 to 40 customers, as well as parking for between 25 and 65 automobiles. We may approve a smaller space for a Restaurant if the location and area are appropriate, with good external visibility and functionality for our front of the house and back of the house operations. The Franchised Business offers eat-in and take-out meals and must offer off-premises catering services.

Delivery service is optional on the part of each franchisee but encouraged within a reasonable distance from the Restaurant. You must designate one of your equity owners as your “Owner-Operator” in the Franchise Agreement to undertake certain responsibilities on your behalf.

We may also franchise operators of retail and institutional food service venues to operate a Taziki’s Mediterranean Café restaurant “Nontraditional Concept” facility for Nontraditional host facility locations such as airports and transportation centers, sports and entertainment venues, college dining halls, hospital cafeterias, mall food courts, and in-plant cafeterias. A Nontraditional Concept facility may offer a different menu from a standard restaurant that we approve, share seating and beverage dispensing with other restaurant counters, offer service hours to match the traffic in the host facility, have server uniforms that match uniforms worn by other food servers at the host facility, and have limited use of Mark-bearing signage and other System elements. Nontraditional Concepts are offered only to operators (“Qualified Operators”) of food service facilities in host facilities that will supply their own training, inspection, supervision and quality control functions. If a Qualified Operator does not have an exclusive arrangement on a nontraditional venue located within your Territory, all of your Franchise Agreements with us are in good standing and all of your Restaurants have achieved an average score of at least 90% over the last three Taziki’s Food Safety and Operational Excellence Assessments (each a “FSA”), then you will have a right of first offer to submit a franchise application before we accept a franchise application from a third party seeking to operate a Taziki’s Mediterranean Café at the venue. For purposes of clarification, Nontraditional Concept franchises are sold under this Disclosure Document. See Item 12.

We also offer an Area Development Agreement for the exclusive right to develop a territory large enough for multiple Restaurants (the “Development Territory”). The Area Development Agreement does not grant a franchise to operate a Franchised Business but does prohibit us and our affiliates from operating a Restaurant or granting a license or franchise to anyone else to operate a Restaurant within a defined territory for a period of time set by the agreement. This restriction on our rights does not apply to Nontraditional Concept facilities that we may locate within the Development Territory. Under an Area Development Agreement, you must then meet a “Performance Schedule” by locating a restaurant site, submitting the information necessary for us to consider the site, obtaining our approval for the site, and then signing our Franchise Agreement for the Restaurant. Additionally, you must pay an area development fee at signing, which will be credited toward the initial franchise fees for each Restaurant you commit to open. See Item 5.

Market and Competition

The consumer market for a Taziki’s Mediterranean Café Restaurant consists primarily of customers who patronize fast-casual restaurants – a highly developed and very competitive market. As a Taziki’s Mediterranean Café Restaurant franchisee, you will compete with numerous other businesses offering fast casual dining, catering and ready-to-eat meals, similar Mediterranean-inspired cuisine and fast delivery of food prepared to order.

Regulation

You will have to comply with all federal, state and local laws and regulations which apply generally to all businesses, and health and sanitation codes that apply to restaurants generally. These may include laws governing display of nutritional information and limiting the use of trans-fats in preparation of food prepared or served on-premises. You may also have to comply with rules and regulations related to the analysis, publication and presentation of nutritional information related to your Franchised Business under regulations promulgated by the FDA under the Affordable Care Act on December 21, 2014 at 21 CFR Part 101. The FDA has promulgated menu labeling regulations and Level I guidance on nutrition labeling and standard menu items. Other nutrient information – total calories, fat, saturated fat, cholesterol, sodium, total carbohydrates, sugars, fiber and total protein – must be made available in writing upon request. Other applicable regulations may affect packaging, bagging, plastic straws or other elements of the business. If you serve alcoholic beverages, you must comply with licensing and service requirements. We encourage you to make additional inquiries into those laws and regulations and obtain the assistance of legal counsel in that regard. We have provided our franchisees with the nutritional information about our standard menu items and recipes we believe is required under these regulations for inclusion on their menus and menu boards.

Prior Business Experience

We have never operated a Taziki's Mediterranean Café. We have offered Taziki's Mediterranean Café franchises since 2013. We have not and do not offer franchises in any other line of business. The first company-owned Taziki's Mediterranean Café unit opened in March 1998, owned by Keith and Amy Richards, was transferred to Parent upon its incorporation in May 1998. Parent offered licenses for Taziki's Mediterranean Café units beginning in September 2008. All licensed units were converted to franchised units in 2013. Parent has never offered franchises in any other line of business.

Taziki's Restaurants has not offered franchises of the type you will operate and has not offered franchises in any other line of business.

ITEM 2

BUSINESS EXPERIENCE

Parent is our sole member. The members of Parent's Board of Directors who are most involved in decisions affecting us are John Michael Bodnar, Michael Bodnar and Keith Richards.

Chairman of Parent Board of Directors: John Michael Bodnar

John Michael Bodnar has been a member of the Board of Directors of Parent since January 2008 and has been the Chairman since June 2016. He has been a principal of Fresh Hospitality in Birmingham, Alabama and has served as an executive, board member or manager of its other restaurant concepts since September 2009.

Chief Executive Officer: Dan Simpson

Dan Simpson became our Chief Executive Officer in February 2018, after he served as our Chief Innovation Officer from May 2016 until February 2018.

Chief Financial Officer: William G. Magruder

William G. Magruder has served as the Chief Financial Officer for Parent since December 2012 and as our Chief Financial Officer since our inception in January 2013.

Chief Culinary Officer: H. Keith Richards

Keith Richards has served in an executive role in our franchise development and culinary development functions since June 2016. He has been a Director of Parent since its founding in May 1998.

Chief Marketing Officer: Patricia Trevino

Patricia Trevino has served as our Chief Marketing Officer since January 6, 2026, and works remotely for our Birmingham, Alabama office. She was previously the Chief Brand Officer of Denny's Inc. from August 2024 through November 2025, the principal of Tenth Chair Strategic Consultants from August 2023 through January 2026, the Chief Marketing Officer of Red Lobster Inc. from January 2022 through July 2023, and the Senior Vice President of Marketing for CKE from January 2018 through December 2021.

Senior Director of Franchise Development: Alexander W. Garmezy

Alexander W. Garmezy became our Senior Director of Franchise Development in February 2019.

ITEM 3**LITIGATION**

No litigation is required to be disclosed in this Item.

ITEM 4**BANKRUPTCY**

No bankruptcy is required to be disclosed in this Item.

ITEM 5**INITIAL FEES**

When you sign a Franchise Agreement for a Franchised Business, you must pay a non-refundable initial franchise fee of \$35,000. The \$1,000 fee you pay to us to obtain the prototype

architectural plans is included in the lump sum allocated to leasehold improvements. (See Item 7, Note 3).

Under an Area Development Agreement, you must commit to develop at least three restaurants and you must pay us a non-refundable Area Development Deposit of at least \$45,000 at signing. We apply \$35,000 to the initial franchise fee due when you sign the Franchise Agreement for your first restaurant. We collect \$5,000 for each additional restaurant you commit to develop and hold the balance as a deposit. We apply \$5,000 of the deposit against each of the initial franchise fees due when you sign the Franchise Agreements for your additional restaurants. Your first restaurant developed under the Area Development Agreement requires payment of the standard \$35,000 initial franchise fee, but we charge a reduced initial franchise fee of \$30,000 for each additional restaurant you commit to develop after your first under the Area Development Agreement, contingent on meeting the deadline in the Performance Schedule for signing its Franchise Agreement for a location we approve within your assigned Development Territory. That means you must pay a minimum of \$95,000 in initial franchise fees to open the three required restaurants under the Area Development Agreement. When you sign the Franchise Agreement for each restaurant after the first, you pay the balance of the initial franchise fee for that restaurant, which will be \$25,000 if you meet the deadline and \$30,000 if you do not meet the deadline. You must obtain our approval for your proposed restaurant locations and sign its Franchise Agreement by the dates specified in the Area Development Agreement to obtain the reduced initial franchise fee.

All initial franchise fees in 2025 were paid at the standard formula amounts described above.

ITEM 6

OTHER FEES

<u>Type of fee</u>	<u>Amount</u>	<u>Due Date</u>	<u>Remarks</u>
Royalty Fee (See Note 1)	4% of Net Cash Sales	10 days after Reporting Period ends	Payment must be made via electronic funds transfer
Marketing Fee (See Note 2)	Up to 1.00% of Net Cash Sales	10 days after Reporting Period ends	Payment must be made via electronic funds transfer
Additional Training Fees (See Note 3)	\$ 35.00 per hour plus trainer's expenses for additional initial training requested by you; \$750 per attendee for MIT Program participants after opening	As Incurred	We may provide additional employee training at your Franchised Location. We may change this rate at any time. If you hire additional or replacement managers who must attend our MIT Program, we charge tuition in advance at a rate set in the Operations Manual. We may change these rates at any time in the Operations Manual.
Digital Management Services Participation Fees (optional)	Currently \$ 75 per store, per month	As Incurred	Payment must be made via electronic funds transfer

Type of fee	Amount	Due Date	Remarks
Transfer Fees (See Note 4)	50% of the then-current initial franchise fee	Upon transfer	Payable if you transfer the Franchise Agreement or Franchised Business or on ownership change involving control of 50% or more of your equity interests
Audit Results and Accounting Fees (See Note 5)	Cost of audit and accounting fees	Within 15 days of receipt of audit report	Payable if you understate Net Cash Sales by 2% or more
Late Charge	Lesser of 1.5% per month or highest rate allowed by law	Within 15 days of invoice date	Accrues from due date
Renewal Fee (See Note 6)	\$ 5,000	When you send your renewal notice	Paid if you renew when you give notice of renewal
Public Offering Fee	\$ 10,000	Upon request for approval of offering documents	Payable if you request our review of a placement memorandum or registration statement for any public or private offering your equity or debt securities
Indemnification Costs (See Note 7)	As incurred	Within 15 days of invoice	Payable to us for damages, costs and expenses incurred by us from third party claims arising from your operation of the business; includes our cost of defense and resolution
Late Training Fee	A daily fee of up to \$50, a surcharge on the tuition we charge for training the replacement manager of up to \$1,000, ineligibility for or a reduction in marketing incentives or reimbursement we offer to franchisees, or a surcharge on your Royalty Fee of up to one percent (1.00%) of Net Cash Sales.	When invoiced	Payable if your replacement General Manager or assistant General Manager does not timely complete the MIT Program. The Fee is set in the Manual and may be modified, changed or waived in our discretion.
Liquidated Damages (See Note 8)	24 months (or the number of months remaining in your current term, if less) of your average monthly Royalty payable for the one year preceding termination	At termination of the Franchise Agreement	Payable if the Franchise Agreement terminates prior to expiration unless we breach and fail to cure. See Item 17.

Type of fee	Amount	Due Date	Remarks
Late Fee for Tardy Financial Reporting	If the financial reports are not submitted by the due date, an initial \$100 fee and also an additional \$100 for every financial reporting period the reports remain outstanding.	When invoiced	Each Franchisee is to provide accurate financials in a timely manner after the close of each accounting cycle.
Fee for Failing FSA	\$500 for each Failed Audit and will require you to participate in a re-audit within a certain time period.	When invoiced	Payable to us to cover the costs to revisit Franchised Business if it scores below 85 on a FSA.

All fees are imposed by and are paid to us. All fees are non-refundable. Except as noted below in Note 1, all fees are uniformly imposed and collected. There are currently no franchisee cooperatives in existence, so there are no fees imposed by cooperatives and no voting power requirements for company-owned outlets.

Notes

Note 1. Royalty Fee. You must pay us a non-refundable royalty fee of 4% of the Net Cash Sales of your Franchised Business during the preceding Reporting Period. “Net Cash Sales” means all revenues accrued from all business conducted at or from your Franchised Business, whether paid by cash, check, credit card, charge account, barter exchange or otherwise, without deduction for bad debt, credit card fees or other costs of collection or processing. Net Cash Sales does not include: (i) any exchange of goods or services between your Restaurants where such exchange is made solely for the convenient operation of your Restaurant business and not for the purpose of consummating a sale made in, at or from an Approved Location, (ii) returns to shippers, suppliers or manufacturers, (iii) cash or credit refunds to customers on transactions otherwise included in Net Cash Sales, (iv) sales of fixtures, machinery or equipment which are not stock in trade, (v) receipts from vending machines; (vi) sales taxes, consumer’s excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed upon the sale of meals, food, beverages, merchandise or services at the Restaurant, but only if charged and collected separately from the sales prices of such items; and (vii) any portion of a sale that is deemed a non-cash sale such as the discounted portion of a sale, or any sale that is complimentary; (viii) gratuities included to the extent they are paid over to servers. “Reporting Period” means each 28 day period beginning on the date specified in the Operations Manual. Our accounting system operates on 13 periods of 28 days each for each fiscal year, with an extra day attached to one or two periods at our discretion. Our fiscal year typically ends on the Sunday closest to December 31. You must pay your royalty fee by electronic funds transfer under the Automated Clearing House (“ACH”) Payment Authorization form attached as Attachment B to the Franchise Agreement.

Note 2. Marketing Fee. We have established a Marketing Fund. You must pay us a non-refundable marketing fee of up to 1.00% (as designated by us in the Operations Manual) of the Net Cash Sales of your Franchised Business during the preceding Reporting Period. See Item 11. You will have to pay your Marketing Fee by ACH Payment when you pay your Royalty Fee.

Note 3. Additional Training Fees. The Additional Training Fee covers training and operational support provided at your request beyond the training and opening assistance that we provide as part of your initial franchise fee as described in Item 11. We currently charge \$ 35 per hour plus the trainer's travel expenses for additional training. We may charge reasonable tuition, currently set at \$750 per trainee, if additional training is provided in our Certified Training Stores, or for additional people you send to attend to the MIT Program. See Item 11. We also reserve the right to change this fee at any time or to charge a reasonable amount for any optional additional training we make available after you open the Franchised Business.

Note 4. Transfer Fee. You must pay a non-refundable fee of 50% of the then-current initial franchise fee if you transfer the Franchise Agreement or Franchised Business or in the event of an ownership change involving control of 50% or more of your equity interests. We will not charge a fee for any transfer of your equity interests among any of your existing owners, any member of your immediate family or an initial transfer from an individual to an entity. Transfers include sales, gifts, donations, and exchanges for value or without value. See Item 17.

Note 5. Audit Fee. We may audit your accounts, books and records at our expense. However, if we find an understatement of 2% or more of your Net Cash Sales for any Reporting Period, you must reimburse us for our out-of-pocket expenses and allocable administrative costs and overhead incurred to perform and report on the audit.

Note 6. Renewal Fee. The Franchise Agreement has an initial term of 10 years and provides for up to four additional five-year renewal terms, all subject to certain conditions. To renew your Franchise Agreement, you must pay us a non-refundable renewal fee equal to \$ 5,000. See Item 17.

Note 7. Indemnification. You must defend, indemnify and hold us and our affiliates harmless from and against any claims asserted against us or our affiliates resulting from the operation of your Franchised Business.

Note 8. Liquidated Damages. If the Franchise Agreement terminates prior to its expiration date for any reason other than our default and failure to cure, you must pay liquidated damages in an amount equal to 24 (or the number of months remaining in your current term, if less) multiplied by the average monthly Royalties payable during the 12-month period preceding termination.

ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT - SINGLE FRANCHISE AGREEMENT					
Type of expenditure	Low Range Amount	High Range Amount	Method of payment	When due	To whom payment is to be made
Initial Franchise Fee (Note 1)	\$35,000	\$35,000	Lump Sum	Upon Signing	Us

YOUR ESTIMATED INITIAL INVESTMENT - SINGLE FRANCHISE AGREEMENT					
Type of expenditure	Low Range Amount	High Range Amount	Method of payment	When due	To whom payment is to be made
Leasehold Improvements (Note 3)	\$270,000	\$800,000	Lump Sum	Upon Signing	\$1,000 to Us to obtain prototype plans; Contractors
Furniture, Fixtures, and Kitchen Equipment (Note 4)	\$160,000	\$210,000	As Incurred	As Agreed	Contractors, Suppliers
Décor (note 4)	\$5,000	\$10,000	As Incurred	As Agreed	Suppliers
Signage (Note 5)	\$12,000	\$18,000	As Incurred	As Agreed	Suppliers
Point-of-Sale System, Telecommunications and Technology (Note 6)	\$13,000	\$20,000	As Incurred	As Agreed	Suppliers
Miscellaneous Opening Costs and Rent (Note 7)	\$10,000	\$15,000	As Incurred	As Agreed	Suppliers, Landlord
Opening Inventory	\$10,000	\$15,000	As Incurred	As Agreed	Suppliers
Owner-Operator Expenses While Training (Note 8)	\$10,000	\$15,000	Salary/Per Diem	As Agreed	Owner-Operator
General Manager Expenses while Training (Note 8)	\$7,000	\$13,000	Salary/Per Diem	As Agreed	General Manager
Assistant General Manager While Training (Note 9)	\$15,000	\$25,000	Salary/Per Diem	As Agreed	Trainees
Shift Leader Expenses While Training (Note 9)	\$2,000	\$6,000	Salary/Per Diem	As Agreed	Trainees
Insurance	\$8,000	\$12,000	As Incurred	As Agreed	Suppliers
Additional Funds (3 months) (Note 10)	\$10,000	\$10,000	As Incurred	As Needed	Suppliers; Employees
TOTAL	\$567,000	\$1,204,000			

YOUR ESTIMATED INITIAL INVESTMENT - 3 RESTAURANT AREA DEVELOPMENT AGREEMENT					
Type of expenditure	Low Range Amount	High Range Amount	Method of payment	When due	To whom payment is to be made
Initial Franchise Fees (Notes 1, 2)	\$95,000	\$95,000	Lump Sum	Upon Signing	Us
Leasehold Improvements (Note 3)	\$810,000	\$2,400,000	Lump Sum	Upon Signing	Contractors
Furniture, Fixtures, and Kitchen Equipment (Note 4)	\$480,000	\$630,000	As Incurred	As Agreed	Contractors
Décor and Ironwork (Note 4)	\$15,000	\$30,000	As Incurred	As Agreed	Suppliers
Signage (Note 5)	\$36,000	\$54,000	As Incurred	As Agreed	Suppliers
Point-of-Sale System, Telecommunications and Technology (Note 6)	\$39,000	\$60,000	As Incurred	As Agreed	Suppliers
Miscellaneous Opening Costs and Rent (Note 7)	\$30,000	\$45,000	As Incurred	As Agreed	Suppliers, Landlord
Opening Inventory	\$30,000	\$45,000	As Incurred	As Agreed	Suppliers
Operating Partner Expenses While Training (Note 8)	\$7,000	\$15,000	Salary/Per Diem	As Agreed	Operating Partner
General Manager Expenses while Training (Note 8)	\$30,000	\$45,000	Salary/Per Diem	As Agreed	General Managers
Assistant General Manager Expenses While Training (Note 9)	\$35,000	\$75,000	Salary/Per Diem	As Agreed	Trainees
Shift Leader Expenses While Training	\$18,000	\$36,000	Salary/Per Diem	As Agreed	Trainees
Insurance	\$24,000	\$36,000	As Incurred	As Agreed	Suppliers
Additional Funds (3 months) (Note 10)	\$30,000	\$30,000	As Incurred	As Agreed	Suppliers; Employees
TOTAL	\$1,679,000	\$3,596,000			

We have relied on Parent's experience in opening company-owned Restaurants, as well as the experience of franchisees and joint ventures in opening Restaurants, to compile the foregoing estimates. All payments to us are non-refundable. Any payments to third parties are subject to

the refund policies of those third parties. We do not offer financing directly or indirectly for any part of the initial investment.

Notes

(1) *Initial Franchise Fee.* See Item 5 for a description of the initial franchise fee. We do not provide financing for the initial franchise fee.

(2) *Area Development Transaction.* If you sign an Area Development Agreement, you must pay us an Area Development Fee equal to the initial franchise fee for the first Development Unit of \$ 35,000 plus a deposit of \$ 5,000 for each additional Franchised Restaurant you commit to develop when you sign. When you sign a Franchise Agreement for each subsequent Restaurant, you will pay the remainder (\$ 25,000) of the \$ 30,000 discounted initial franchise fee for additional restaurants under the Area Development Agreement. The initial Area Development Fee is at least \$ 45,000, including the initial franchise fee for the first Restaurant and the Area Development Fee deposits for at least two additional Restaurants. Your total minimum commitment under the Area Development Agreement is \$ 95,000.

(3) *Leasehold Improvements.* You must lease or own the Restaurant. Your Franchised Location generally must have a minimum of 2,000 square feet of interior space with table and counter seating for at least 75 patrons inside and no patrons outside, although we will approve locations with less than 2,000 square feet if the location has strong visibility and demographics, and will function effectively for operating the Franchised Restaurant. The amount of monthly rental expenses for your Franchised Location may vary widely and will depend on geographic location, size, visibility, local rental rates, other businesses in the area, other local economic conditions, the site's market potential and other factors. We prefer end-cap or free-standing locations in high traffic areas with a patio. The Franchised Business should have parking for between 25 and 65 automobiles. Improvement costs for the rental space will also vary widely depending upon the amount of renovation and retrofitting you must perform to transform the space into a restaurant, with improvements for free-standing units typically costing more. Your leased space may be a pre-existing restaurant that will be retrofit to meet our System Standards. The amounts for leasehold improvements assume you pay us the \$ 1,000 fee to obtain the prototype architectural plan and take it to a local architect to make to code. If you choose not to use this prototype, your costs for the plans for your Restaurant may increase.

(4) *Furniture, Fixtures and Equipment; Décor.* The amounts for furniture, fixtures, equipment and decor include the cost to purchase the recommended furniture, fixtures, equipment and movable decor for a standard Restaurant. The amounts exclude the cost of freight, installation and sales tax (if applicable), which will vary depending on your location. We require no specialized equipment except the kitchen equipment necessary to conform to the System Standards in the Operations Manual and self-service beverage dispensing equipment required under our agreement with Coca Cola North America.

(5) *Signage.* These amounts represent the cost for interior and exterior building signage, ranging from standard exterior signage, monument signs and up to and including more expensive free-standing signs on high-rise poles or highway signs. The cost of signage may vary

significantly depending on the location of the Franchised Business, market conditions and local ordinances.

(6) *Point-of-Sale System.* The amounts for the point-of-sale system include the estimated costs of purchasing an approved point of sale system, including touch-screen display, customer display, thermal printer, software (including customer loyalty rewards and email marketing program) and all related peripherals. The Square, Inc. Food & Beverage tablet based point of sale system is our approved system. We may approve other point of sale systems in our sole discretion upon request. We currently contemplate that enhancements or upgrades will be made on an annual basis. The approved vendor of the hardware or software systems may charge you a fee for the enhancements and upgrades. The amount of such fee will depend upon your agreement with the relevant vendor.

(7) *Miscellaneous Opening Costs.* Miscellaneous opening costs include incorporation fees; initial legal and accounting fees; utility deposits; business permit fees; and excludes pre-opening compensation and benefit costs for you and your restaurant employees. You must begin paying people at their agreed compensation when they begin training.

(8) *Owner-Operator and General Manager Expenses while Training.* These costs are estimated based on eight weeks of compensation, lodging, meals and transportation for your Owner-Operator and the General Manager of each Franchised Restaurant during MIT Program. These costs will vary upon your compensation and expense arrangements with the MIT Program participants and the distance from our training site.

(9) *Assistant General Manager and Shift Leaders Expenses while Training.* These costs are estimated based on four weeks of compensation, lodging, meals and transportation for two Assistant General Managers and two weeks of compensation, lodging, meals and transportation for two Shift Leaders. Shift Leader training is optional. These costs will vary based on your compensation arrangements with the trainees, the distance from our training site, and number of additional trainees you may send.

(10) *Additional Funds.* The Franchised Business will need working capital to sustain early stage operations for a period of months after the Restaurant opens while the business gets established. The amount needed will depend on your estimate of when revenue will be sufficient to meet cash flow needs. We recommend working capital of at least three months of rent and other operating expenses.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required Purchases

As of the Issuance Date, you must purchase our required kitchen equipment package, smalls wares, interior design elements, interior and exterior signage, furniture, decals, silverware holders, artwork, management software, point of sale system, gift card equipment, music service, certain food products, beverages and on-line ordering portal according to specifications in our Operations Manual.

Required and Approved Suppliers

You must purchase your food ingredient products from a designated affiliate of Distribution Market Advantage, Inc. You must purchase all non-coffee/tea beverage products from Coca-Cola North America Food Service (“Coca-Cola”), provided that you may purchase the Dr Pepper fountain beverage product from Dr Pepper/Seven Up, Inc. for a dedicated dispenser in your fountain beverage machine. You may not serve any non-alcoholic bottled or fountain beverages other than those obtained from Coca-Cola and Dr Pepper. You must purchase all coffee and tea from Royal Cup, Inc. You must purchase all tomato chutney from Alecia’s Chutney. You must purchase all cleaning and sanitation products from Ecolab. The designated suppliers for all software and software services related to the Franchised Business are Fresh IT Cooperative, LLC, Fresh Support, LLC, Fresh Managed IT, LLC, and Fresh Technology, Inc. (collectively, “Fresh Technology”), and you must sign agreements with Fresh Technology. See Attachment H. Fresh Technology’s services include licensing all software necessary to operate the Franchised Business and providing an integrated restaurant management system, including database management services, software maintenance and help desk support. We require that you use FinTech for all alcohol payment systems. We require that you subscribe to and use in the Franchised Business the mobile and on-line ordering application and platform from Unplug Dining, Inc. You must use the tablet-based point of sale system from Square, Inc. We require that you subscribe to Custom Channels as the required provider for streaming music in the Restaurant.

We are not currently an approved supplier of any product or service. John Michael Bodnar, our Chairman, and Matt Bodnar, our Secretary, each has an indirect ownership interest in: (a) Fresh Technology entities, whose principal business addresses are 975 Main Street, Suite 201, Nashville, Tennessee 37206; and (b) Fresh Accounting, LLC, (formerly known as Fresh Enterprise, LLC), whose principal business address is 3009 Pump House Road, Suite 100, Birmingham, AL 35243 (“Fresh Accounting”), each of which provide services to our franchisees. We are not an affiliate of any of these entities. All fees paid to them by franchises are paid directly by the franchisees, and we do not collect fees on behalf of these entities from franchisees. We receive no payments from these entities.

We have the approved suppliers (both optional and preferred) as set forth in our Operations Manual. All other purchases and leases must meet our standards and specifications. We specify these requirements in our Operations Manual or otherwise in writing. You must purchase or lease certain of these items only from approved suppliers listed in our Operations Manual or otherwise in writing. Except as we specify in the Operations Manual, you may purchase or lease from any source any other goods, services, supplies, fixtures, equipment, signs, inventory, or real estate relating to the establishment or operation of your Franchised Business. We make available a prototype architectural plan of which you may receive a PDF summary at no cost or a CAD file for a \$ 1,000 fee paid to us.

We currently offer optional digital management services for franchisees at a cost of \$75 per store, per month. Should you wish to participate, our marketing team will work with you to identify opportunities in your market and curate a marketing campaign to pursue those goals. See the Digital Management Program Agreement for Franchisees included in Exhibit A.

Insurance

Before you open your Franchised Business, you must obtain the type and amount of insurance coverage for the Franchised Business we specify in the Franchise Agreement, in the Operations Manual or otherwise in writing. You must obtain and maintain the specified insurance coverage during the term of the Franchise Agreement from a responsible carrier or carriers authorized to write coverage in your state having an A.M. Best rating of at least A-VI that we find acceptable. The type of coverage includes:

(1) Commercial General Liability coverage (\$ 1 million single limit per occurrence; \$ 2 million general aggregate limit, for both general liability and products /completed operations liability) for personal injury and property damage, including premises, independent contractors, products and completed operations, contractual, personal and advertising liability, on an occurrence basis, with coverage on a 1986 or later ISO commercial general liability form policy;

(2) “All Risk” property coverage including a property damage limit for the full cost of replacement of the Restaurant and business interruption coverage for up to twelve months of projected earnings;

(3) Business Automobile Liability covering liability arising out of any auto (including owned, hired and non-owned autos), with a minimum of \$ 1 million combined single limit each accident;

(4) Workers’ Compensation or legally appropriate alternative covering all employees and contractors working at the Restaurant for statutory limits and Employers Liability with minimum limits of \$ 1 million for bodily injury for each accident, \$ 500,000 bodily injury by disease for each employee and \$ 500,000 bodily injury/disease aggregate;

(5) A \$ 2 million Umbrella Policy on an occurrence basis excess of covering excess of the underlying insurance described in (1), (3) and (4) above which is at least as broad as each and every underlying policy, provided that you may purchase more underlying coverage and less umbrella coverage under such policies as long as you maintain the total amount of the limits specified for each coverage area

(6) Liquor Liability insurance (if applicable) (Minimum Limit \$ 1 million);

(7) Other insurance as may be required by the state or locality of the Restaurant;

(8) Employment practices liability insurance with a limit of \$ 500,000; and

(9) Employee Dishonesty/Fidelity insurance with a limit of \$ 100,000.

All of the liability insurance policies, other than Workers’ Compensation, must name us, Parent, and our respective officers, directors, members, shareholders, partners and employees as additional insureds on a primary noncontributory basis for operations of the Restaurant. The form of additional insured endorsement will be CG 20 10 or its equivalent. If the additional insured has other insurance applicable to a loss, it will be on an excess or contingent basis. The additional insured’s insurance coverage will not be reduced by the existence of such other insurance.

Approval of Alternative Suppliers; Product Specifications

If you want to use a good or service or obtain a good or service from a supplier we have not yet approved, you first must submit sufficient information, specifications and/or samples for our determination whether the product or service complies with our System Standards or the supplier meets our approved supplier criteria. We may establish and revise our approved supplier criteria from time to time as we deem appropriate and will make them available to our franchisees upon written request. We may condition our approval of a supplier on the supplier's agreement to comply with product quality standards, frequency of delivery, standards of service, and concentration of purchase requirements. We also may impose limits on the number of approved suppliers, products and services. Our approval should not take more than 60 days in most instances. We reserve the right to test supplies and inspect the premises of suppliers before granting our approval. We will not charge you any approval fees, but you will have to reimburse us for our out-of-pocket costs and expenses of any inspection or testing. We may terminate our approval of a supplier or any products or services at any time, with or without cause, upon reasonable written notice.

We will formulate and modify our technology, product and ingredient specifications and standards by reviewing each product on an individual basis, taking into consideration the supplier's ability to provide consistently high quality products to you or our approved suppliers on a timely basis. We generally will formulate specifications and standards based on the quality of the products and other relevant factors. We periodically may review each product and respective supplier to make sure that the supplier is following the specifications and standards.

We may issue some of our technology, product and ingredient specifications and standards to our approved suppliers under appropriate confidentiality restrictions, but not to our franchisees. We may undertake other steps to maintain trade secrets and confidentiality of proprietary recipes and formulations, software and other items.

Revenue From Franchisee Purchases

We derive revenue from required franchisee purchases from Coca-Cola pursuant to a marketing agreement with Coca-Cola described below (Payments to Franchisor from Designated Suppliers). Our total revenue for the fiscal year ended December 28, 2025 was \$9,532,186. In the fiscal year ended December 28, 2025, we received \$147,133 from Coca-Cola, equating to 1.5% of our total revenue for the year, all of which was deposited into the Marketing Fund. We may derive revenue from additional suppliers from franchisee purchases in the future at our sole discretion.

Percentage of Total Purchases Represented by Required Purchases

Required purchases consist of items you must purchase from approved suppliers or under our established specifications. Your required purchases will represent approximately 90-100% of your total opening expenses (excluding the cost of real estate and improvements) and approximately 35% of your total annual operating expenses.

Payments to Franchisor from Designated Suppliers

Affiliates by common ownership of us or Parent currently operate and may in the future franchise or license franchised or licensed restaurant concepts (“Affiliate Concepts”) that as of the Issuance Date include Big Bad Breakfast™, Biscuit Love™, Citizen Kitchens, City Silo Table & Pantry, FatBack Pig Project, Hugh Baby’s BBQ and Burgers™, Martin’s Bar-B-Cue Joint®, Taziki’s Mediterranean Cafe®, Vui’s Kitchen Fresh Vietnamese, TacoMac, Alfresco Artisan Pasta, Mary Mac’s Tea Room, Waldos Chicken & Beer, Little Hats Italian Market, Flyaway Brewing Company and The Vortex Bar & Grill. Affiliate Concepts operate under the brand name “Fresh Hospitality”. We may enter into purchasing, insurance and other managements under the Fresh Hospitality name to take advantage of purchasing power that may be offered by aggregating the purchasing needs of our System and the Affiliate Concepts.

We have entered into a marketing program with Coca-Cola for the purchase and promotion of Coca-Cola fountain products. We and our Affiliate Concepts are beneficiaries of a Beverage Marketing Agreement with Coca-Cola (the “BMA”). The BMA provides negotiated purchase arrangements to our company-owned restaurants and all joint venture and franchisee restaurants, as well as all new franchisees. You will be asked to sign an individual participation and supply agreement with Coca-Cola. All funding we receive from Coca-Cola that is based upon purchases by participating Restaurants will be utilized by us to develop and implement Coca-Cola marketing activities that are specifically designed to benefit the entire System. The BMA requires us to sell and promote Coca-Cola Classic, Diet Coke, and Sprite in all company-owned outlets. In addition, we have agreed to endorse Coca-Cola fountain products (the “Fountain Beverages”) to our franchisees for sale in franchised units. Both company-owned and franchised units pay the same amounts for Coca-Cola fountain products. Under the BMA, we have agreed to implement certain operating standards and procedures for Participating System Units serving fountain beverages: (i) display Coca Cola beverage vessels on menu boards; (ii) display Coca-Cola marks at points of order; (iii) implement a suggestive selling program for counter help; (iv) perform sales promotions agreed between Coca-Cola and us; (v) implement a permanent free refill program, and (vi) provide certain sales data to Coca-Cola

The following funds will be paid directly to us under the BMA:

- A. Marketing Support Fund: During the term of the BMA, we will receive and deposit into the Marketing Fund (See Item 11) \$4.80 per gallon of fountain syrups purchased by our participating Restaurants (“Participating System Units”) in exchange for our performing marketing of Coca-Cola products in all Participating System Units as agreed.
- B. Equipment Fund: During the term of the BMA, we will receive and distribute to you, your share of the Equipment Fund in the amount of \$1.15 for each gallon of fountain syrup you purchase. Note: The purpose of this fund is to offset the cost associated with the purchase of dispensers. For clarity, if you elect to lease approved dispensers, you will not be eligible for this equipment funding.

Cooperatives

We will have the right to require you to participate in a national or regional approved purchasing cooperative for the area in which your Franchised Business operates. We do not have any purchasing or distribution cooperatives in place as of the Issuance Date.

Negotiated Purchases

We may negotiate purchase arrangements or discounts for your Franchised Business. Certain of our suppliers may allow you to participate in the volume discounts we receive. However, these volume discounts will extend only to pricing terms and will not include any of the credit terms we have negotiated. We do not otherwise negotiate purchase agreements on behalf of our franchisees or any distribution cooperative, and do not guarantee pricing, credit or other terms for vendors by our franchisees. We do not represent and cannot guarantee that any particular supplier arrangement will be available to you as the availability of these arrangements may vary depending on whether the supplier services the area in which your Franchised Business will be located.

Material Benefits

We do not provide any material benefits to you if you obtain goods or services from approved suppliers, other than the BMA programs described above. We reserve the right not to grant franchises or confer other benefits to any franchisee, for any reason or no reason, which may include the failure of a Franchised Business franchisee to follow and support the Franchised Business system, including its recommended advertising programs and approved supplier programs.

ITEM 9

FRANCHISEE'S OBLIGATIONS

Franchise Agreement

This table lists your principal obligations under the Franchise Agreement. It will help you find more detailed information about your obligations in that agreement and in other items of this Disclosure Document.

<u>Obligation</u>		<u>Section in Agreement</u>	<u>Disclosure Document Item</u>
a. Site selection and acquisition/lease	6(b), 6(c)		11
b. Pre-opening purchases/leases	6(c), 6(e), 6(f), 6(h), 8(c)		8
c. Site development and other pre-opening requirements	6		6, 7 and 11
d. Initial and ongoing training	7(a), 8(a)		11
e. Opening	6(h)		11

<u>Obligation</u>		<u>Section in Agreement</u>	<u>Disclosure Document Item</u>
f. Fees	5, 6(g), 8(a), 15, and 19, 22(b), and 27		5 and 6
g. Compliance with standards and policies/operating manual	8		11
h. Trademarks and proprietary information	13		13 and 14
i. Restrictions on products/services offered	8(c)		16
j. Warranty and customer service requirements	Not Applicable		Not Applicable
k. Territorial development and sales quotas	Not Applicable		Not Applicable
l. Ongoing product/service purchases	8(c)		8
m. Maintenance, appearance, and remodeling requirements	8(e), 8(f), and 8(h)		11
n. Insurance	21		6 and 8
o. Advertising	5, 16, 17, and 19		6 and 11
p. Indemnification	35		6
q. Owner's participation/management/staffing	8(a), 8(b), 8(g), and 8(h)		11 and 15
r. Records and reports	14		6
s. Inspections and audits	15		6
t. Transfers	22		6 and 17
u. Renewals	4		17
v. Post-termination obligations	11, 12, 33		17
w. Non-competition covenants	11		17
x. Dispute resolution	Not Applicable		Not Applicable
y. Other - Guaranty	24, Attachment C		1, 15

Area Development Agreement

This table lists your principal obligations under the Area Development Agreement. It will help you find more detailed information about your obligations in that agreement and in other items of this Disclosure Document.

<u>Obligation</u>	<u>Section</u>	<u>Item</u>
a. Site selection and acquisition/lease	6, 7 and 8	11
b. Pre-opening purchases/leases	Not Applicable	Not Applicable
c. Site development and other pre-opening requirements	Not Applicable	Not Applicable
d. Initial and ongoing training	Not Applicable	Not Applicable
e. Opening	Not Applicable	Not Applicable

<u>Obligation</u>	<u>Section</u>	<u>Item</u>
f. Fees	5	5 and 6
g. Compliance with standards and policies/operating manual	Not Applicable	Not Applicable
h. Trademarks and proprietary information	Not Applicable	Not Applicable
i. Restrictions on products/services offered	Not Applicable	Not Applicable
j. Warranty and customer service requirements	Not Applicable	Not Applicable
k. Territorial development and sales quotas	3	12
l. Ongoing product/service purchases	Not Applicable	Not Applicable
m. Maintenance, appearance, and remodeling requirements	Not Applicable	Not Applicable
n. Insurance	Not Applicable	Not Applicable
o. Advertising	Not Applicable	Not Applicable
p. Indemnification	17	6
q. Owner's participation/management/staffing	Not Applicable	Not Applicable
r. Records and reports	Not Applicable	Not Applicable
s. Inspections and audits	Not Applicable	Not Applicable
t. Transfers	16	6 and 17
u. Renewals	Not Applicable	Not Applicable
v. Post-termination obligations	12	17
w. Non-competition covenants	12	17
x. Dispute resolution	Not Applicable	Not Applicable
y. Other – None	Not Applicable	Not Applicable

ITEM 10

FINANCING

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

ITEM 11

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

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

Pre-Opening Assistance

Before you open your Franchised Business:

(1) We will provide you with advice and consultation in the selection of sites for Franchised Location(s) through the use of the site selection and evaluation forms, criteria and supporting materials that we make available to franchisees. (Franchise Agreement Section 6(b); Area Development Agreement Section 10(a))

(2) We will review the information you submit for each proposed site for a Franchised Location, conduct any investigation of the proposed site we deem appropriate to evaluate the site, and accept or reject the site. (Franchise Agreement Section 6(b); Area Development Agreement Sections 6 and 10(a))

(3) Unless the site is accepted when the parties sign the Franchise Agreement, we will accept or reject each site within 30 days after your submission of all initial and supplemental information we request regarding a proposed site. You must submit your proposed site for our approval within 15 days after the parties sign the Franchise Agreement. If we accept the site, we will give you notice of any remaining conditions to that acceptance. If we reject the site, we will give you the reasons for the rejection. Under the Area Development Agreement, if we do not give you notice of our acceptance of the site within 30 days after your submission of all initial and supplemental information we request regarding the site, you may deem us to have rejected the site. Under the Area Development Agreement, when we accept your proposed site, we will tender the Franchise Agreement for the accepted site. If you fail to return the executed Franchise Agreement and the balance of the initial franchise fee to us within 15 days, we may revoke our acceptance of the proposed site. Under the Area Development Agreement, if a site has not been located and approved by a development deadline, we may, in our sole discretion, grant an extension. (Franchise Agreement Section 6(b); Area Development Agreement Sections 6, 7 and 9)

(4) We must approve the terms of your lease and any modifications or amendments, if applicable, before you sign the lease. We will review the lease and any modifications or amendments to the lease, and accept or reject your lease for the Franchised Location within 30 days after your submission of all initial and supplemental information we request regarding the proposed lease. You must submit the lease or purchase contract for the accepted site within 30 days after the parties sign the Franchise Agreement, or when we accept your proposed site if we have not accepted your proposed site when the parties sign the Franchise Agreement. Each Franchised Location must be under lease to you and not to an affiliate if you do not own it. We do not review, provide advice on or approve any financing you obtain for your development costs (Franchise Agreement Section 6(c))

(5) We will have the right to terminate the Franchise Agreement if you fail to open your Restaurant within nine months after you sign the Franchise Agreement in accordance with the approved plans and we have not agreed to an extension. (Franchise Agreement Section 6(e), 6(h), Attachment A).

(6) We will designate the territory for your Franchised Location. (Franchise Agreement - Sections 2 and 3)

(7) We will provide you with other resources and assistance that we may develop and make available to new franchisees and developers from time to time. (Franchise Agreement Section 7(h); Area Development Agreement Section 10(c))

(8) If you are operating under an Area Development Agreement, we will forward the Franchise Agreement for your proposed Franchised Location after you give us notice of your lease of an accepted site and the fully executed lease rider. (Area Development Agreement Section 9)

(9) We will provide you with our standards for finishes, specifications for layout of the interior, mechanical and electrical systems, equipment, décor and signs for a prototype Franchised Business that we make available to franchisees. (Franchise Agreement Section 6(d))

(10) We will review your site plan and final plans and specifications for conformity to System Standards. (Franchise Agreement Section 6(d))

(11) We will grant you electronic access to the Operations Manual on our secure website for franchisees. (Franchise Agreement Section 7(b))

(12) We will provide you (or if you are an entity, your Owner-Operator) and your General Manager with eight weeks (approximately 400 hours) of MIT Program training at a Certified Training Store in the System and methods of operating a Franchised Business. This training and information will include a standard chart of accounts for use in the daily and periodic accounting of the Franchised Business. We will provide your two Assistant General Managers with four weeks (approximately 200 hours) of in-store training at a Certified Training Store (Franchise Agreement Section 7(a))

(13) At your option, we will provide two Shift Leaders with two weeks (100 hours) of in-store training at a Certified Training Store. (Franchise Agreement Section 7(a))

(14) We will provide you with the services of an on-site training team for a period of time to assist you with the pre-opening activities for your Franchised Business. For the first and second Franchised Restaurants in your Training Group, we will provide 12 days of opening assistance (7 days before, opening day and 4 days after opening). Beginning with the third Franchised Restaurant in your Training Group and for each additional Franchised Restaurant in the Training Group, we will provide 7 days of opening assistance (3 days before opening, opening day and 3 days after opening.) You must reimburse us for their reasonable travel and living expenses while performing this service. A "Training Group" means two or more Franchised Restaurants owned by affiliates having owners with at least 50% aggregate equity interests in common in all of the franchisees (Franchise Agreement Section 7(a), 7(d), 8(a), 53).

(15) We offer optional assistance with managing an on-line digital presence for your Franchised Restaurant, including assistance with identifying opportunities in your market and curating a marketing campaign centered on your goals. This optional service is available for \$ 75 per store, per month. (Optional Digital Management Services Participation Agreement).

Site Selection

We will not select the site for your Franchised Business. You will have responsibility for selecting the site for your location and submitting information on the site request form we provide before you sign your Franchise Agreement. Generally, the site is identified and accepted when you sign your Franchise Agreement. However, as described above, we have the right to accept or reject the site you select. In determining whether to accept or reject a site, we will consider demographic evaluations, traffic patterns during lunch and dinner day parts, population density, proximity to activity centers and employers, physical site profiles, competition in the market area, and other factors. By accepting the site or the lease you submit, we make no representation or guarantee that the site you select will be successful. We have no obligation to provide any assistance in locating a site, negotiating the lease, conforming the premises to local codes and ordinances, obtaining permits, constructing, remodeling or decorating, hiring and training employees (except for the training we provide described in training below), or providing for necessary equipment, signs, fixtures, opening inventory and supplies. You must have a signed lease or purchase contract for an approved site within 30 days after the date of the Franchise Agreement. You have the option to secure a single 30 day extension of the 30 day period by written notice to us that you are exercising your extension option. The grant of any further extension of time to complete this phase of pre-opening is at our sole discretion.

Typical Length of Time to Open

Based on the experience of our company-owned stores and our joint ventures and franchisees, we estimate that it will take approximately eight months after you sign a Franchise Agreement to renovate existing space and open a Restaurant. Factors that may affect that time period include obtaining site acceptance from us, making any necessary financial arrangements, obtaining required permits, designing the space, ordering the equipment and inventory, and obtaining necessary labor and materials. Under the Franchise Agreement, you have up to nine months in total in which to open your Franchised Business. (Franchise Agreement Section 6)

Under our form of Area Development Agreement, you must agree to open at least 3 Franchised Locations under the Performance Schedule. The first generally must open within nine months after you sign the Area Development Agreement. Generally, you must open an additional restaurant every nine months after that to satisfy the Performance Schedule. We may negotiate a Performance Schedule with shorter or longer opening time requirements when business circumstances warrant. You sign a Franchise Agreement for each Restaurant to be developed under the Area Development Agreement and the deadlines for developing the Restaurant and obtaining our approvals for the site and the lease described above become applicable.

Post-Opening Assistance

(1) We will provide you with the services of an on-site training team for a period of four days after opening of your first and second restaurants to assist you with the operation of your Franchised Business. If you open more than two restaurants, we will provide three days of post-opening assistance for your third and any subsequent restaurants. You must reimburse us for their reasonable travel and living expenses while performing this service. (Franchise Agreement Section 7(d))

(2) We will publish a list of approved suppliers and their respective approved products and services in the Operations Manual and/or in other written or electronic communications to you. As new suppliers, products and services become available, we will amend that list. (Franchise Agreement Section 7(c))

(3) We will provide you with the merchandising, marketing and advertising research data and advice that we develop from time to time and deem helpful in the operation of a Franchised Business using the System. (Franchise Agreement Section 7(e))

(4) We will conduct periodic field evaluations and quality assurance inspections of the Restaurant to test and promote its compliance with System Standards and quality controls. (Franchise Agreement Section 7(f))

(5) We will provide you with periodic individual or group advice, consultation and assistance by personal visit, by telephone, electronic communication, or by newsletters or bulletins that we make available to our franchisees from time to time. (Franchise Agreement Section 7(g))

(6) We will provide you with any other materials in any medium that we may develop to communicate new developments, techniques, and improvements in the System and our plans, policies, research, developments and activities to franchisees. (Franchise Agreement Section 7(g))

(7) We will provide you with other resources and assistance that we may develop and make generally available to all of our other franchisees. (Franchise Agreement Section 7(h))

(8) We will renew your Franchise Agreement upon your satisfaction of the conditions described in the Franchise Agreement. (Franchise Agreement Section 4(b))

(9) We will review any proposed transfer of your Franchise Agreement and either approve or disapprove that proposed transfer. (Franchise Agreement Section 22)

Except as listed above, we do not have any obligation to provide you with assistance regarding (1) developing services or products your Franchised Business will offer to your customers; (2) the hiring or training of your employees; (3) the improving or developing your Franchised Business; (4) establishing prices; (5) establishing and using administrative, bookkeeping, accounting or inventory control procedures; or (6) resolving operating problems you may encounter.

Advertising

We will conduct advertising in regional and national media using the funds available in the Marketing Fund described below. We may use print, broadcast and on-line or electronic media, social media, direct mail and other promotional materials as funds permit. We will utilize a combination of in-house and advertising agency resources to produce advertising. The Franchise Agreement does not require us to spend any amount on advertising or other promotions in your area or Designated Market Area (“DMA”). We have no obligation to spend any additional amounts on advertising or promotion. (Franchise Agreement Section 19).

You may use your own advertising and promotional materials if you submit them to us for approval at least 30 days before making any financial commitment to use the materials. You may not use any advertising or promotional materials that we disapprove or have not approved. (Franchise Agreement Section 16).

Advertising Council

We currently have no advertising council composed of franchisees. We have no obligation to create an advertising council.

Local Marketing

We require you to spend one percent (1%) of Net Cash Sales on local marketing and promotional expenses of the Franchised Business. However, we recommend that you spend two percent (2%) of Net Cash Sales on local marketing and promotional expenses of the Franchised Business. We may, but are not obligated to, assist you with the review of localized media campaigns. We may, but are not obligated to, provide you with advertising templates for local printing or posting to approved social media sites

Local Advertising Cooperatives

We may establish one or more advertising cooperatives from time to time and, further, may change, dissolve, or merge any existing advertising cooperative at any time in our sole discretion. A cooperative will be formed for one DMA or multiple DMA's. All participants will contribute at the same rate or under the same formula. If the Franchised Business operates within a DMA for which an approved advertising cooperative exists, you will contribute to the advertising cooperative the amounts required by the cooperative up to 2% of the Net Cash Sales of the Franchised Business during each Reporting Period. All Franchised Business that we or our affiliates operate will participate in any advertising cooperative that we establish for the DMA in which they are located on the same basis as the Franchised Business in the DMA. We will administer the cooperative unless we designate another party to perform the administrative functions. The cooperative may have written governing documents that we must provide or approve, which will be available for all participants in the cooperative to review. Each cooperative will maintain accounting records and compile financial statements that will be available for review by all participants. We retain the power to require any cooperative to be formed, changed, dissolved or merged with another cooperative. (Franchise Agreement Section 17)

Marketing Fund

We have established a marketing fund (the “Marketing Fund”), effective as of the Issuance Date. You will pay a Marketing Fee to us in an amount up to one percent (1.00%) of the Net Cash Sales of the Franchised Business for each Reporting Period. We will account for all Marketing Fees we collect in a separate account. All other franchisees and all Restaurant locations operated by Taziki’s Restaurants, or another affiliate will contribute at the same rate to the Marketing Fund. We also may deposit the marketing, promotional and other payments we receive from suppliers into the Marketing Fund. Our BMA with Coca-Cola requires you to enter into a Franchisee Participation Agreement (the “Participation Agreement”).

We will administer the Marketing Fund and will disburse the Marketing Fund to pay for marketing, advertising, promotional, public relations, and other similar activities intended to benefit the System and all franchised and company-owned locations. Those activities may include (without limitation) (a) market research, (b) marketing technology development and implementation, (c) customer service, loyalty and reward programs, (d) media purchases, (e) advertising production, (f) advertising and public relations agency fees and expenses, and (g) product research and development. We also may use the Marketing Fund to pay or reimburse us for our administrative overhead incurred for activities supported by the Marketing Fund. Any moneys in the Marketing Fund not spent at the end of each fiscal year will remain in the Marketing Fund, provided that amounts contributed to the Marketing Fund may be used to pay taxes associated with unspent amounts on deposit in the Marketing Fund. We will have the sole and exclusive discretion to direct all activities and programs funded by the Marketing Fund. The Marketing Fund will not be separately audited, and we have no obligation to make its financial statements available to franchisees. You acknowledge that we have no obligation to expend Marketing Fund amounts for your benefit equivalent or proportionate to your Marketing Fees, and we do not warrant or guaranty that you will receive or derive any benefit from Marketing Fund activities. We will make all studies and reports produced by the Marketing Fund available to you at no cost as Confidential Information. We will make copies of all materials produced by the Marketing Fund for franchisee use available to you at your expense. We may suspend, terminate and reinstate the Marketing Fund at any time. The Marketing Fund will not terminate, however, until we have spent all moneys in the Marketing Fund for the purposes set forth above. (Franchise Agreement Section 19). Upon your written request, we will provide you a copy of our annual report of expenditures of the Marketing Fund during the most recently ended fiscal year on a confidential basis.

For the fiscal year ended December 28, 2025, we spent the Marketing Fund contributions as follows: Production - 30%; Promotional Expenses - 31%; and Administration - 39%. We do not currently use the Marketing Fund to solicit new franchise sales but reserve the right to do so.

Computer Systems

You must purchase and install before opening your Franchise Business the hardware and software to run a computer-based point-of-sale (“POS”) and restaurant management system, including the appropriate Kitchen Display and Recipe System equipment and/or printers. You must also install use the mobile application and on-line ordering system from Unplug Dining, Inc., and the customer loyalty rewards program and related email marketing platform from Square, Inc.

We will advise and work with you to select these systems from our approved solutions. We estimate the cost to purchase the required point-of-sale and restaurant management systems, including touch-screen display, customer display, thermal printer, software and all related peripherals, from an approved vendor is \$ 13,000 to \$ 20,000.

Fresh Technology is the designated supplier of the software we require be used by the Franchised Business. In 2024, Fresh Technology switched the primary restaurant management software for operating the Restaurant to Restaurant 365, obtained under a master license from the vendor, DYN365 Inc., 500 Technology Drive, Suite 200, Irvine, CA 92618. You must pay a minimum Technology Fee of \$997 per month for a license of software tools, database management, software maintenance and help desk support (which may increase if you elect to add additional hardware or users for your software) and must enter into the Fresh Technology Master Service Agreement, Fresh Managed IT Master Service Agreement, and Fresh Support Master Service Agreement for software, support, and managed IT, which are attached as Exhibit A-8. Fresh Technology reserves the right to adjust the monthly fee once each calendar year, on not less than 30 days' prior written notice to each franchisee, to reflect changes in the services and the market conditions for technology and labor. Fresh Technology may increase the monthly fee for additional services and products included in the services at rates competitive with comparable services from other providers. The percentage of each adjustment that is an increase in the monthly fee without any change in services will not exceed the aggregate percentage increase in the mean hourly wage for the computer and mathematical occupational groups reported by the U.S. Bureau of Labor Statistics ("BLS") for the market where the majority of our employees are located for the time period starting with the last fee increase and ending on the date of the current fee adjustment. Fresh Technology may substitute a different published index of labor costs in the computer services industry for the BLS information. At our request, you shall participate in any intranet or extranet system developed for use as part of the System. Such intranet or extranet system may be combined with that of our affiliates. You shall also sign such terms of use agreements concerning the use of such intranet or extranet system as we may prescribe, which agreements may contain, among other things: (a) confidentiality requirements for materials available and transmitted on such system; (b) password protocols and other security precautions; (c) grounds and procedures for our suspension or revocation of access to the system by you and others; and (d) a privacy policy governing the parties' access to and use of electronic communications posted on electronic bulletin boards or transmitted via the system. You shall pay any fee imposed from time to time by us, Fresh Technology, or a third-party service provider in connection with hosting such system. (Franchise Agreement Section 9(e))

We may mandate that you offer free wireless internet access or other accepted means of communication for customers in your Restaurant. Your point-of-sale system will store and allow you and us to access data on each transaction entered, including time of day, menu items ordered, method of payment, and other information that may be useful in managing the Restaurant and the Taziki's Mediterranean Café brand. We may modify System Standards to require new technology at all Franchised Businesses, which may require you to upgrade and update the systems you use in the Restaurant and for customer entertainment. There is no contractual limitation on our right to mandate upgrades and updates. The approved vendor of the hardware systems may charge you a fee for maintenance, repairs, updates and upgrades to hardware. The annual cost of such maintenance, repairs, updates or upgrades will depend upon your agreement with the relevant hardware vendor. Regular software updates and bug fixes by Fresh Technology are covered by

the Technology Fee. However, Fresh Technology currently charges between \$120 and \$135 per hour for maintenance outside the scope of the regular software updates and bug fixes. In addition, your point-of-sale system vendor may charge other fees for which you are responsible. Tablet point of sale system normally charge monthly or annual subscriptions, and other fees related to mandatory programs, applications and functionality. We estimate the total annual cost to you of optional or required maintenance, updating or upgrading hardware and software will range between \$200 and \$2,000 annually, depending on the number of stations you establish, the number of users you enroll in the subscriptions and the system or features you select. Some license fees for network software supporting the point of sale and back-office systems may be incurred so you will pay for a multi-year license once during the license term. See Attachment H

You will maintain your point-of-sale and management systems on-line so that we may independently access them remotely at our discretion, copy stored data, update software, and view all records, files and reports available on or from those systems. You will not purge data unless so permitted under the Operations Manual. There are no contractual limitations on our right to access this stored information. (Franchise Agreement Section 9(b))

You should expect to update your Restaurant customer service and entertainment systems, computer, food preparation, business management, training, and communications technology periodically during the term of your Franchise Agreement to keep pace with the evolution of such technology and its applications in fast casual restaurants. We may designate ourselves or an affiliate as the sole source of technology you are required to obtain, operate and maintain for the Restaurant.

Operations Manual

The Table of Contents for the Operations Manual, showing the topics and number of pages dedicated to those topics, appears as Exhibit F to this Disclosure Document. The manual has a total of approximately 113 pages.

Training

TRAINING PROGRAM

<u>SUBJECT</u>	<u>HOURS OF CLASSROOM TRAINING</u>	<u>HOURS OF ON-THE-JOB TRAINING</u>	<u>LOCATION</u>
Week One -- Taziki's History & Culture, Manager Glossary, Food Safety, Menu Knowledge, Prep Station, Kitchen Basics, Register Basics, & Front of House Areas	n/a	50	Certified Training Store ¹

¹ Our Certified Training Stores include Parent, Affiliate and franchised locations in Birmingham, AL, Huntsville, AL, Fayetteville, AR, Little Rock, AR, Jacksonville, FL, Panama City, FL, Lexington, KY, Raleigh, NC, Tulsa, OK, Greenville, SC, Memphis, TN, Nashville, TN, Dallas, TX, and Richmond, VA as of the issuance date. We may add additional Certified Training Stores at Parent and Affiliate locations. A Training Group must obtain certification of one of its Franchised Businesses as a Certified Training Store before its third Franchised Business requires MIT Program training of its manager.

Week Two – Roll-Up Station, Food Safety, Cleaning, Front of House Duties, Manager Success Routine, QIDs & CFPs, & Prep Sheets	n/a	50	Certified Training Store
Week Three – Salad Station, Guest Service, Order Guides, Invoices, R365 Tasks	n/a	50	Certified Training Store
Week Four – Grill Station, Expo Station, Square Manager Tasks, Inventory & Products, & Catering Menu	n/a	50	Certified Training Store
Week Five - Sales Forecasting, Waste Logs & Transfer Logs	n/a	50	Certified Training Store
Week Six - Scheduler and Labor Forecasting	n/a	50	Certified Training Store
Week Seven - Flash P&L and Actual vs. Theoretical	n/a	50	Certified Training Store
Week Eight - Follow R365 Tasks Routine as MOD and trainer shadows	n/a	50	Certified Training Store
TOTAL	n/a	400	

Manager-In-Training Program

We proctor an intensive eight-week MIT Program at either a Company Store or a designated Franchisee Store that we certify as a training store. These stores have excellent track records and are operated by Certified Trainers. We schedule the MIT Program to occur after a Franchise Agreement has been signed and based on an established opening date. After a manager and support staff have been certified and are operating a store, we offer additional training programs on an “as needed” basis. Training is coordinated by this group of trainers under the direction of Heather Archer, the Director of Field Training, who have the indicated years of industry experience and experience with us or our Affiliates:

Trainer	Taziki’s Experience	Industry Experience
John Wiley	17	27
Hollis Merrill	12	13
Reina Carmago	8	8
Heather Archer	4	21
Sarina Mason	3	28
Curt Ullery	3	36
Dre Anderson	1	10
Joe Edidin	1	22

A Certified Manager is defined as having completed 400 hours of certified training and all required training materials in Quest, Taziki’s learning management system. Certified Training Hours are defined as qualifying training hours as approved by the Training Department.

The initial eight-week (400 hours) MIT Program to become a Certified Manager is mandatory for the Owner-Operator and the proposed General Manager and is to be completed at a minimum of two weeks prior to the franchise store opening date. For Owner-Operators and proposed General Managers opening the first store in a new market, this training must take place at a Company training store. We require successful completion of the MIT program by the General Manager and Owner-Operator to obtain opening approval from us and failure to complete this program on time will delay your Restaurant's opening date.

In addition to the Certified Manager for a new Restaurant opening, you must identify and hire two Assistant General Managers and, at your discretion, hire up to two Shift Leaders. We require the Assistant General Managers to complete the four-week (200 Hours) MIT Program at a certified training store, which is to be completed at least two weeks before opening. If your Owner-Operator is also your General Manager, then at least one Assistant General Manager must also complete eight weeks (400 hours) of MIT Program training at a Company training store, which is to be completed at least two weeks before opening. We may modify an opening date you propose based upon the projected date of successful completion of the MIT Program by the Assistant General Managers. We recommend that the two Shift Leaders complete two weeks (100 Hours) of training at a certified training store.

The Director of Field Training or a designee will conduct a thorough evaluation, including a review of all manager trainee's training materials assigned in Quest, during the final week of MIT Program participation. The manager trainees must successfully complete and pass all assigned courses and checklists, including the Final Exam(s), to become a Certified Manager.

We require that you must always have a Certified Manager in store and/or be in the process of having a manager certified (90 days or less from hire or promotion date). If you do not have a Certified Manager or are not actively in the process of having a manager certified, you will receive a Notification of Non-Compliance with a deadline for completing corrective action. If corrective action is not taken and completed by the deadline, a financial penalty may be assessed, as determined by us, consistent with your Franchise Agreement and the Operations Manual.

In order to receive opening approval for a new store, all stores in the Training Group must maintain a FSA score of 90% or better during the preceding six month period.

The table below represents the required and recommended hours and certification needed for a new Franchised Restaurant:

Position	Program	Hours Needed	Certification/Proficiency
Owner-Operator and General Manager	Intensive (8) week MIT Program	400 Hours	Certified Taziki's General Manager
Assistant General Managers (2)	Intensive (4) week Training Program or Intensive (8) week MIT Program if the Owner-Operator is also the General Manager of your	200 Hours or 400 hours	Competent in opening and closing duties, production tools, menu, service line and Front of the House positions, Point of Sales, and cost analysis; or

	Franchised Restaurant		Certified Taziki's General Manager
Shift Leaders (2)	Intensive (2) week Training Program recommended	100 Hours	Competent in menu, Point of sales, closing and opening duties and all front of the house service positions.

The resources used during and after the completion of the required training time are a comprehensive set of online courses paired with in-store teaching. We reserve the right to charge for training material and initial uniforms. The MIT Program is administered through Performance Observations Checklists using a “Four Step Training” approach:

(1) Trainer explains. Trainee listens; (2) Trainer performs. Trainee watches; (3) Trainee explains. Trainer listens; (4) Trainee performs. Trainer watches. Our “Certified Trainers” have been or are currently General Managers who have successfully completed the MIT Program and are employed at a Certified Training Store. These Certified Trainers have their qualifications measured periodically by a FSA in which they must maintain a high level of operational excellence to obtain/sustain their training certification.

There is no tuition charge for the Owner-Operator and the General Manager for the MIT Program for a new Restaurant in a new market. There is also no tuition charge for up to two Assistant General Managers and two Shift Leaders for their initial training. You are responsible to pay all compensation, benefits, travel expenses, living expenses, and any other personal expenses for your nominees enrolled in the MIT Program. For any additional managers registered in the MIT Program before the opening of a new Restaurant or during the operations of an existing store, the tuition charge will be up to \$750 per trainee at our current rate.

If a Certified Manager leaves your employment for any reason, you must hire a replacement manager and notify the Training Department within 30 days to arrange for their certified training hours. This training plan will be arranged by the Training Department and may include time at a certified training store, a certified trainer sent at your cost to your market to train the new manager on site, or a combination of both. Prior to opening the third, or more, Franchised Restaurant in the Training Group, one of the Franchised Restaurants in the Training Group must be certified by us as a “Certified Training Store” at which all managers have been trained by a Certified Trainer or Certified Manager. The Training Group must maintain at least one certified training store per five total stores to be approved for future franchise restaurant opening dates. We specify procedures for obtaining and maintaining certification of a Franchised Restaurant as a Certified Training Store in the Operations Manual. A Certified Training Store is a Restaurant that employs a Certified Trainer as a General Manager, has passed a “Certified Training Store Assessment” initially and has passed all of its subsequent FSA’s.

We may conduct training at an annual convention or regional meeting. We may require that your Owner-Operator, General Manager, Assistant Managers and Shift Leaders attend this training. We may include the training tuition in a convention or meeting fee, or may charge separately for training tuition.

ITEM 12

TERRITORY

Franchise Agreement

The Franchise Agreement grants you the right to operate a single Franchised Business at the Franchised Location. You must operate the Franchised Business only at the Franchised Location and you may not relocate the Franchised Location without first obtaining our written consent. You may not establish or operate another Franchised Business unless you enter into a separate Franchise Agreement for that Franchised Business.

During the term of the Franchise Agreement, we will grant you an assigned area, defined as a geographic area determined by us and stated in Attachment A of the Franchise Agreement you sign. The size of the area will be the geographic area within a radius (the “Applicable Radius”) from the Restaurant of (i) one mile in counties having a population over 750,000; (ii) two miles in counties having a population under 750,000 and at least 250,000, or (iii) five miles in counties with a population of less than 250,000. We believe that our Franchised Business will be better sited if located in or near retail shopping or other commercial areas that draw traffic for lunch and dinner serving times. In urban markets, the Territory may be much smaller than the Applicable Radius, and may have vertical limits as well as horizontal limits. Nontraditional Concept facilities will receive no Territory with the possible exception of the facility in which they are located. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we or our affiliates own, or from other channels of distribution or competitive brands that we control.

The Franchise Agreement reserves for you a right of first offer to submit a franchise application to develop and operate a Nontraditional Concept restaurant to be located at a venue in your Territory if the Qualified Operator does not have exclusive rights to the venue. To exercise this right, you must be in good standing under all Franchise Agreements with us, have an average FSA score of at least 90% for the last three assessments of all of your Restaurants, and either initiate the inquiry or respond with an application within 30 days after we contact you about the prospect of a Nontraditional Concept facility in venue. If you do not or you cannot exercise the right of first offer, then we may proceed with another party, or our Affiliates may proceed, to develop the venue. Under the Franchise Agreement, you do not acquire any other options, rights of first refusal, or similar rights to acquire additional Franchised Business franchises at any other location.

The continuation of your Territory under the Franchise Agreement does not depend on the achievement of any specific sales volume, market penetration or other contingency. We retain no rights to modify your territory. We generally will consider the relocation of a Franchised Business under the same criteria as we would consider for an application to approve any new location, such demographics, traffic patterns, physical site profiles, access, parking, competition in the market area, and other factors.

We retain the right to operate and license or franchise other persons to operate a Restaurant at any location outside of your Territory. We retain the right to market and sell in your Territory

under the Marks without compensation to you the same services and products as those offered as part of the Franchised Business system under the Marks through other channels of distribution, including, without limitation, the Internet, supermarkets, convenience stores, and retail outlets other than Franchised Business. We retain the right to market and sell within or outside the Territory without compensation to you at any location under trademarks, service marks, and commercial symbols different from the Marks.

There are no restrictions on your soliciting or accepting carry out orders from customers located outside your Territory. You may use any channels of distribution to make sales outside your Territory, provided that all such activity is conducted from your Franchised Location. We may establish standards for delivery and catering services that will prescribe quality, preparation and transportation methods of off-premises delivered food, customer service, and other components of the guest experience. We may limit maximum delivery time of off premises deliveries of ready to eat meals not involving catering orders. We may also establish and modify unilaterally, by written notice to you, limitations on your solicitation, acceptance and fulfillment of orders for off-premises delivery and catering services to a particular "Service Territory" beyond the Territory. These limitations may restrict such activities to your Territory or to an area that does not encompass another System franchisee's Territory. You may not use any off-site commissary or service kitchen without first obtaining our consent.

We have no present intention but may in the future operate, franchise, plan to operate or franchise a business under a different trademark that sells or will sell goods or services similar to those a System franchisee will offer. This could include any restaurant or business selling foods that are ready to eat or for off-premises preparation or consumption. Such a business could be located or have an outlet in the Territory. We describe in Item 8 certain Affiliate Concepts that operate under the brand name "Fresh Hospitality". We may enter into purchasing agreements, insurance policies or other management contracts under the Fresh Hospitality name to take advantage of combined purchasing power. These Affiliate Concepts, which may include additional concepts in the future, may compete with your Restaurant in the fast casual category. Such Affiliate Concept restaurants could be located or have an outlet in or near the Territory or the Service Territory. The Franchise Agreement and Area Development Agreements we sign do not restrict or limit the ability of us or our affiliates to create, open, operate and franchise Affiliate Concepts within or outside the Territory. You have no right or option to participate in any franchise or license program, or to own an Affiliate Concept, or to be paid any compensation relating to an Affiliate Concept restaurant. We may join with our affiliates to leverage the buying power of all Affiliate Concept restaurants and the System to obtain better quality service, pricing and availability from common approved suppliers, purveyors, and vendors of goods and services used by the restaurant chains.

Area Development Agreement

The Area Development Agreement identifies the Development Territory within which you must develop multiple Franchised Locations under the Performance Schedule. The Development Territory will be a geographic area described in Attachment A of the Area Development Agreement and chosen by a method of delineation that we determine is appropriate under the circumstances. During the term of the Area Development Agreement, neither we nor our affiliates will operate or license any other person or entity to operate a Franchised Business within your

Development Territory, and we will not enter into another Area Development Agreement that overlaps its Development Territory with yours. We will determine the Development Territory and the Performance Schedule before you sign the Area Development Agreement, based on various market and economic factors such as an evaluation of the market demographics, the market penetration of the System and similar businesses, the availability of appropriate sites and the growth trends in the market. The continuation of your Area Development Agreement depends on your compliance with its Performance Schedule.

ITEM 13

TRADEMARKS

The Franchise Agreement grants you the right to operate a Franchised Business under the Marks. Parent has registered with the United States Patent & Trademark Office (“USPTO”) the following Marks:

Mark	Registration Number	Principal or Supplemental Register	Registration Date
	4327426	Principal	April 30, 2013
 TAZIKI'S	4308936	Principal	March 26, 2013
“HOPE” word mark	5491891	Principal	June 12, 2018
“TAZIKI’S” word mark	5653642	Principal	January 15, 2019
“TAZIKI’S MEDITERRANEAN CAFE” word mark	5653644	Principal	January 15, 2019
The Best Day of the Gyro!	7755860	Principal	April 8, 2025

All required affidavits have been filed. Renewals have been or will be submitted when due. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, or any state trademark administrator or court, or any pending infringement, opposition or cancellation proceedings affecting the Marks. There is no pending material federal or state court litigation involving the use or ownership rights in a Mark. We know of no superior rights or infringing uses that could materially affect your use of our Marks; however, we cannot guaranty that a restaurant or other user is not operating under Taziki's or another confusingly similar name that may have priority over our or our Parent's use.

Effective January 1, 2013, Parent licensed the Marks and the System to us under a trademark license agreement. We are granted a worldwide license of the Marks and System with the exclusive right to franchise the Marks and the System for 50 years. We are obligated to assure that all sublicensees comply with quality standards set by Parent. The trademark license agreement can be terminated by Parent only if we breach the agreement and fail to cure the breach within 30 days after receiving written notice of the breach, or if we become insolvent or are unable to pay our debts as they become due, or we commence a case for relief or reorganization, or are the subject of an involuntary case for relief or reorganization under the Federal Bankruptcy Code or under any other state or federal bankruptcy or insolvency laws, and such involuntary case continues for more than ninety (90) days after its initial filing without dismissal. At termination of the trademark license agreement, we are obligated to assign to Parent all license, franchise and sublicensing agreements which we have entered into for the use of the Marks and the System, which shall continue in full force and effect until the expiration of the terms then in effect. If such an assignment occurs, Parent will not assume any liabilities that pre-date the assignment, for which we will remain liable.

We have no affirmative duty to protect your right to use the Proprietary Marks but intend to take appropriate actions if the need arises. We have the right to control any administrative proceedings or litigation involving a Mark we license to you. If anyone institutes or threatens litigation involving any component of the System, including the Marks, against you, you must notify us promptly and cooperate fully with us in defending or settling the litigation. We will have control over the defense and settlement of any administrative proceeding or litigation regarding the System. You also should notify us immediately when you learn about any infringing use of the Marks, any challenge to your use of the Marks, and any use or claim of the right to use any trademark or service mark confusingly similar to the Marks.

Except as stated above, we do not have any obligation to take any affirmative action, participate in your defense, or indemnify you for expenses or damages if you become a party to an administrative or judicial proceeding involving a Mark we license to you or if the proceeding is resolved unfavorably to you. If we must, or we decide to, change the System and discontinue the use of any of the Marks, we reserve the right to substitute different proprietary marks for use in your identifying the Franchised Business. We have no obligation to compensate you for the discontinuance or modification of any Mark, or the cost of changing the primary mark of the Franchised System.

You may not use the Marks to offer or sell any services or products not a part of the System that we do not first otherwise approve. You must comply with the rules and guidelines we issue for using the Marks. You cannot use a Mark as part of a corporate name or with modifying words, designs or symbols, except for those which we license to you. You also cannot display or erect any other mark on your office, stationery, advertising, sales/promotional materials or other objects, except for those Marks licensed to you. You may not use any Mark to promote or identify the sale of an unauthorized product or service, or in a manner we do not authorize in writing.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Other than our copyright in our Operations Manual, we do not own any patents or copyrights and have no pending patent applications material to the Franchised Business. We own certain proprietary information that constitutes trade secrets that you may use in the operation of a Franchised Business. You will have the right to use the proprietary information contained in the Operations Manual. Although we have not filed for copyright registration for the Operations Manual, we do claim a copyright in it and the information contained in it does constitute proprietary information. The Franchise Agreement will obligate you to protect our proprietary information from unauthorized use and disclosure, and to have your equity owners, managers, employees we designate in the Operations Manual sign a confidentiality agreement in the form we prescribe (Franchise Agreement, Attachment D). You must tell us promptly when you learn about any unauthorized use of the Operations Manual or the information contained in it. We have no obligation to take any action in that event; however, we will respond as we deem appropriate.

There are no currently effective material determinations of the United States Copyright Office or any court, or any pending material proceeding that would affect our copyrights. We have no agreements which would limit our right to license the use of any existing or future patents, copyrights or proprietary information. Although not obligated under any express provision of the Franchise Agreement, we intend to protect our rights in our existing and future patents, copyrights and proprietary information.

If anyone institutes or threatens litigation involving any of our patents, copyrights or proprietary information against you, you must notify us promptly and cooperate fully with us in defending or settling the litigation.

We will have control over the defense and settlement of any administrative proceeding or litigation regarding any patents, copyrights or proprietary information relating to the Franchised Business system. You also should notify us immediately when you learn about any infringing use of our patents, copyrights or proprietary information or any challenge to your use of our patents, copyrights or proprietary information.

Except as stated above, we do not have any obligation to take any affirmative action, participate in your defense, or indemnify you for expenses or damages if you become a party to an administrative or judicial proceeding involving any patents, copyrighted material, or proprietary information licensed by us to you or if the proceeding is resolved unfavorably to you.

If we must discontinue the use of any of our patents, copyrighted materials, or proprietary information relating to the Franchised Business system, we reserve the right to substitute different materials and/or information for use in your franchised business, but we have no obligation to compensate you for the discontinuance or modification of any patents, copyrighted material, or proprietary information. We know of no infringing rights that could materially affect you.

We intend to renew any future registered copyrights when the registration expires.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

A franchisee has responsibility for the operation of its Franchised Business. At least one person who has a significant equity ownership position in the franchisee (at least 5%) must be designated the Owner-Operator of the franchisee and attend the MIT Program. The Owner-Operator must dedicate his or her full working time and attention to the Franchised Business. You may hire an “on-premises” manager to handle the day-to-day operations of your Franchised Business, but any such manager must have completed the MIT Program. Your on-premises manager must sign a written agreement at the time of employment to maintain the confidentiality of the trade secrets and other proprietary information contained in Item 14 and to comply with the covenants not to compete described in Item 17. The form is included in the Franchise Agreement as Attachment D and a copy of the fully executed agreement must be sent to us promptly after signing, and before we begin training.

If you operate as a corporation, partnership or other form of business entity, each of your owners must guarantee your obligations and agree to a restriction on the transfer of their equity ownership interests under the Guaranty and Restriction Agreement attached as Attachment C to the Franchise Agreement.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must operate your Franchised Business under the System as specified in the Franchise Agreement, the Operations Manual, and in our standards and policies. You may not engage in any business or offer any other services or products at your Franchised Business that is or are not a part of the System or without our express authorization in advance. You must offer our entire menu except those items we designate as optional. You may not offer additional menu items without our prior written consent. We retain the right to modify the Operations Manual to modify, discontinue or add to the goods and services that you must sell in your Franchised Business, which may include new or modified menu items and recipes, methods of preparation or serving, and the installation and use of new or modified food preparation and serving equipment. There are no limits on our right to make these changes.

All advertising and promotional materials, signs, decorations, paper goods (including menus and all forms and stationery used in the Franchised Business) and other items we designate

must bear the Marks in the form, color, location and manner we prescribe. In addition, all advertising and promotion in any medium, (including websites, Internet postings or markings) must be conducted in a dignified manner and must conform to the standards and requirements in the Operations Manual, the Franchise Agreement or otherwise. You must obtain our approval before you use any advertising and promotional materials and plans. You must obtain our written approval of the content and design of your website or Internet posting or marketing in advance of such use and such use must be in compliance with our policies including the use and presentation of the Marks.

We have the right to establish a guest survey feedback program, and any similar programs that we elect, in our sole discretion, to implement. We may use the scores and comments from such program to evaluate whether or not you meet System Standards, are eligible for additional franchises or Area Development Agreements, or comply with your Franchise Agreement. As of the Issuance Date, we have not established a guest survey feedback program dedicated to this purpose. However, we accept guest feedback through our website and have established a secret shopper program, neither of which factor into our formal evaluations.

ITEM 17

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

Franchise Agreement

This table lists certain important provisions of the Franchise Agreement. You should read these provisions in that agreement attached as Exhibit A to this Disclosure Document.

	<u>Provision</u>	<u>Section in Franchise Agreement</u>	<u>Summary</u>
a.	Length of the franchise term	4	The Franchise Agreement runs for a term of 10 years unless terminated earlier under the Franchise Agreement.
b.	Renewal or extension of the term	4	You may renew the franchise for a five-year renewal term four times. You may not renew if (i) you or any of your Affiliates are in default under any Franchise Agreement with us, (ii) any monetary obligations to us or our Affiliates are unsatisfied, (iii) if your restaurant performs in the bottom quartile of Net Cash Sales for all Franchised Business restaurants, or (iv) the average FSA score for all of your Restaurants on the three assessments preceding the date your renewal notice must be given is less than 80%. We will notify you if you choose to renew and you do not meet these conditions.

	<u>Provision</u>	<u>Section in Franchise Agreement</u>	<u>Summary</u>
c.	Requirements for franchisee to renew or extend	4	You may renew the franchise up to four (4) additional “Renewal Terms” of five (5) years each, subject in each renewal to satisfaction of the following conditions for renewal: You must give us 180 days advance notice of renewal, sign our then current form of the Franchise Agreement (which may contain materially different terms and conditions from the original contract), execute a general release of claims, complete any retraining program we may require, and pay a renewal fee of \$5000. At the end of the initial term and at the end of the second renewal term you must also upgrade your restaurant to our current entry standards and design elements, complete any retraining we require, upgrade to our current kitchen equipment package and install our current point-of-sale system and other equipment. At the end of the first renewal term and the end of the third renewal term, you must remodel, redecorate and replace or reupholster your seating.
d.	Termination by franchisee	28	You may terminate the Franchise Agreement only if we substantially fail to perform any of our material obligations to you under the Franchise Agreement. You must give written notice of and 60 days to cure the failure. If the failure is not cured within 60 days you may terminate the Franchise Agreement upon written notice.

	<u>Provision</u>	<u>Section in Franchise Agreement</u>	<u>Summary</u>
e.	Termination by franchisor Without cause	31	We may terminate your Franchise Agreement after written notice to you if we determine that either (i) a law or regulation is enacted, promulgated, repealed, modified or amended, (ii) a judicial or administrative tribunal or administrative agency has issued, published or released a decision, ruling or opinion in a matter not involving the Parties directly or indirectly that we reasonably expect will affect applicable law or its interpretation, or (iii) an administrative agency, arbitrator or judge has issued an interim or final decision in a matter in which the Parties are involved directly or indirectly, which (A) frustrates or adversely affects or could reasonably be expected to affect adversely the purposes of the Franchise Agreement, (B) makes performance of the Franchise Agreement commercially impracticable, (C) effectively modifies the allocation of risk, benefits and burdens agreed by the Parties, (D) deprives any Party of its benefits of the bargain struck by the Parties, as originally set forth in the Franchise Agreement, or (E) determines that an employment or a joint employment relationship exists between us.
f.	Termination by franchisor with cause	6(e), 29 and 30	We may terminate your Franchise Agreement after written notice of a curable default if you fail to cure within the time permitted or such longer period as required by law, or immediately upon written notice of an incurable default unless a longer notice period is required by law.
g.	“Cause” defined – curable defaults	30	A curable default consists of (1) the breach of any of your obligations under any agreement with us or our affiliates, other than an incurable default listed below, or (2) any condition which makes the continued operation of your Franchised Business a danger to public health or safety. If you do not remedy a curable default within 30 days after notice of a non-monetary default or within five days after notice of a monetary default, we may terminate your Franchise Agreement. These cure or notice periods may be extended by applicable law in your state.

	<u>Provision</u>	<u>Section in Franchise Agreement</u>	<u>Summary</u>
h.	"Cause" defined - non-curable defaults	6 (e), 29	An incurable default will occur if (1) you close or abandon your Franchised Business without approval; (2) you or any of your equity owners request the appointment of a receiver or have a receiver appointed for any of your or their assets; (3) you or any of your equity owners make a general assignment for the benefit of your or their creditors; (4) you or any of your owners commence a case or have an order for relief entered against you or them under the U.S. Bankruptcy Code or any foreign equivalent; (5) you or any of your owners suffer a conviction for a crime involving moral turpitude or any other offense, or an incident occurs at or involving the Restaurant or an off-premises service provided by the Restaurant reasonably likely, in our opinion, to have an adverse effect on the good will of the Marks, the System or other Restaurants; (6) we discover a material inaccuracy in any of the representations made by you in the Franchise Agreement or in any written application submitted by you to us in order to qualify as a franchisee; (7) you maintain false books or records; (8) you breach the same provision of the Franchise Agreement on three occasions within any 12-month period having received notice of the first two breaches; (9) you commit a breach, which by its nature, you cannot cure or which you notify us you do not intend to cure; (10) a court, administrative tribunal, health department having jurisdiction over your Restaurant or an independent laboratory determines that a preventable incident of food borne illness is attributable to your Restaurant, and we determine in good faith that such incident resulted from your breach of System Standards or your Franchise Agreement; or (11) you don't complete the Restaurant according to the approved plans and System Standards, and open the Restaurant within the time specified in the Franchise Agreement.

	<u>Provision</u>	<u>Section in Franchise Agreement</u>	<u>Summary</u>
i.	Franchisee's obligations on termination/non-renewal	33	You must (1) abide by the non-competition provisions of the Franchise Agreement; (2) promptly pay us and our affiliates all amounts owed; (3) not use or adopt the Franchised Business system or any of our proprietary marks or intellectual property; (4) remove from the restaurant all signs, emblems and displays identifying it as associated with the Franchised Business system; (5) cease to use and return to us the Operations Manual and other confidential materials delivered to you; (6) cease to hold yourself out in any way as our franchisee or to do anything which would indicate any relationship between you and us; (7) change the exterior and interior design and décor of the restaurant and make all changes in signs, buildings and structures which we direct to distinguish the building from its former appearance as a Franchised Business; and (8) transfer to us all telephone listings, domain names, and web pages for your Franchised Business or which contain, use or display any of our proprietary marks or intellectual property.
j.	Assignment of contract by franchisor	22(a)	We may transfer, assign or pledge our interest in the Franchise Agreement, in whole or in part, to any person.
k.	"Transfer" by franchisee- defined	54(z)	Any transaction that is or results in (i) an assignment of the Franchise Agreement or delegation of any of your rights and obligations under the Franchise Agreement, (ii) grant of a security interest in, pledge of, lien or encumbrance on the Franchise Agreement, (iii) a change in ownership of an equity interest, or any issuance of additional equity interests to new persons or entities not listed on Attachment A to the Franchise Agreement, or any transaction among your existing equity owners that results in a change in control over your equity interests; (iv) any merger, consolidation or sale of substantially all assets, if you are an entity, (v) any sale or lease of the Franchised Restaurant, or a sale of the Location if you own it, or any eviction, detainer, foreclosure or deed in lieu of foreclosure that results in the loss of possession of and control over the Franchised Restaurant, (vi) any delegation of management rights or responsibilities of the Franchised Business, or (vii) any distribution, gift or donation of any interest in the Franchised Restaurant will constitute a "transfer" of your Franchise Agreement or you.

	<u>Provision</u>	<u>Section in Franchise Agreement</u>	<u>Summary</u>
l.	Franchisor approval of transfer by franchisee	22(b)	You generally may not transfer any interest in your Franchise Agreement or an equity interest in the franchisee entity without our consent.
m.	Conditions for franchisor approval of transfer	22(b)	We may impose any condition for our approval, including (1) the proposed transferee must satisfy all of the requirements and conditions then being used to qualify a person as a new franchisee; (2) the proposed transferee must comply with Section 24 of the Franchise Agreement relating to business entities; (3) you must satisfy all of your accrued monetary obligations to us and our affiliates; (4) you must cure all existing defaults under the Franchise Agreement; (5) you must execute and deliver a general release of all claims against us and our affiliates; (6) the transferee must execute and deliver our then current form of franchise agreement with the same royalty fee and same expiration date and remaining renewal term (if any); and (7) you must pay us a transfer fee (See Item 6) unless the transfer is an initial transfer from an individual to an entity or to any of your existing owners or any member of your immediate family.
n.	Franchisor's right of first refusal to acquire franchisee's business	23	We have a right of first refusal to purchase your Franchised Business or any controlling interest in you that you propose to sell on the same terms and conditions offered to you by a third party.
o.	Franchisor's option to purchase franchisee's business	34	We have an option to purchase your Franchised Business for its fair market value upon the termination or expiration of the Franchise Agreement.

	<u>Provision</u>	<u>Section in Franchise Agreement</u>	<u>Summary</u>
p.	Death or disability of franchisee	25	Upon the death of an owner, or the appointment of a permanent guardian or conservator to manage the owner's affairs, the owner's trustee, conservator or other personal representative may hold the deceased's equity interest in the franchisee entity for up to one year and may only transfer the deceased's interest from the estate, a testamentary trust or inter vivos trust to a third party we approve under the procedures set forth in the Franchise Agreement. If the owner was the Owner-Operator, then we may treat the personal representative, trustee or conservator as the owner-operator until you appoint someone else as the Owner-Operator. Any failure to commence administration of the decedent's estate within 90 days after death or any distribution of the decedent's equity interest in the franchisee entity without our consent if such distribution operates as an assignment and our consent is required, is a material breach of the Franchise Agreement.
q.	Non-competition covenants during the term of the franchise	11	You may not engage, either directly or indirectly through any financial or beneficial interest in any other person, in any competing business, other than a Franchised Business. A competing business means any restaurant serving as its primary menu offering Greek or Mediterranean cuisine in a quick service, fast casual, casual dining, diner or buffet format, featuring pre-made and prepared to order salads, gyros, lavash wraps and grilled proteins.
r.	Non-competition covenants after the franchise is terminated or expires	11	For a period of two years after the termination or expiration of the Franchise Agreement, you may not engage in any competing business other than a Franchised Business, within your Territory and within the Applicable Radius in miles from any Restaurant listed on our web site at the time of termination, either directly or indirectly through any financial or beneficial interest in any other person.
s.	Modification of the agreement	52	We may alter the System or Operations Manual as we deem necessary. We and you must agree in writing to any modifications to your Franchise Agreement.
t.	Integration/merger clause	40	Only the terms of the Franchise Agreement are binding (subject to applicable state law). Any representations or promises outside of this Disclosure Document and the Franchise Agreement may not be enforceable.

	<u>Provision</u>	<u>Section in Franchise Agreement</u>	<u>Summary</u>
u.	Dispute resolution by arbitration or mediation	Not Applicable	Not applicable.
v.	Choice of forum	47	Any legal action must be brought in the judicial district where our headquarters is located, which is currently Jefferson County, Alabama. Your local law may supersede this provision. See Disclosure Document Addenda for Certain States at <u>Exhibit C</u> .
w.	Choice of law	46	Alabama and applicable federal law will apply to your Franchise Agreement and all rights and duties under the Franchise Agreement (subject to applicable state law). See the Disclosure Document Addenda for Certain States at <u>Exhibit C</u> .

Area Development Agreement

The following table lists certain important provisions of the Area Development Agreement. You should read these provisions in that agreement attached as Exhibit B to this Disclosure Document.

	<u>Provision</u>	<u>Section in Area Development Agreement</u>	<u>Summary</u>
a.	Length of the franchise term	4	The Area Development Agreement expires on the date negotiated by you and us, usually 5 years from its effective date.
b.	Renewal or extension of the term	Not Applicable	You may not renew the Area Development Agreement.
c.	Requirements for franchisee to renew or extend	Not Applicable	You may not renew the Area Development Agreement.
d.	Termination by franchisee	Not Applicable	You may not terminate the Area Development Agreement.
e.	Termination by franchisor Without cause	15	We may terminate your Area Development Agreement after written notice to you if we determine that either (i) a law or regulation is enacted, promulgated, repealed, modified or amended, (ii) a judicial or administrative tribunal or administrative agency has issued, published or released a decision, ruling or opinion in a matter not involving the Parties directly or indirectly that we reasonably expect will affect applicable law or its

	<u>Provision</u>	<u>Section in Area Development Agreement</u>	<u>Summary</u>
			interpretation, or (iii) an administrative agency, arbitrator or judge has issued an interim or final decision in a matter in which the Parties are involved directly or indirectly, which (A) frustrates or adversely affects or could reasonably be expected to affect adversely the purposes of the Area Development Agreement, (B) makes performance of the Area Development Agreement commercially impracticable, (C) effectively modifies the allocation of risk, benefits and burdens agreed by the Parties, (D) deprives any Party of its benefits of the bargain struck by the Parties, as originally set forth in the Area Development Agreement, or (E) determines that an employment or a joint employment relationship exists between us.
f.	Termination by franchisor with cause	13 and 14	We may terminate your Area Development Agreement 30 days after we give you written notice of a curable default that you fail to cure or immediately upon written notice of an incurable default.
g.	“Cause” defined – curable defaults	13	A curable default consists of the breach of any of your obligations under any agreement with us or our affiliates, other than an incurable default listed below. Requesting the appointment of a receiver or assigning your interest may also constitute a curable default. If you do not remedy a curable default within 30 days after notice, we may terminate your Area Development Agreement.
h.	“Cause” defined - non-curable defaults	13	An incurable default will occur if you fail to comply with the Performance Schedule or any incurable default occurs under Section 29 of any of your existing Franchise Agreements.
i.	Franchisee’s obligations on termination/non-renewal	14	You must cease to select or develop any sites for a Franchised Business or hold yourself out as a Franchised Business developer. However, the termination of the Area Development Agreement will not affect your right to open and operate a Franchised Business under any effective Franchise Agreement.
j.	Assignment of contract by franchisor	17(a)	We may transfer, assign or pledge our interest in the Area Development Agreement, in whole or in part, to any person.

	<u>Provision</u>	<u>Section in Area Development Agreement</u>	<u>Summary</u>
k.	“Transfer” by franchisee- defined	17	Any transfer, assignment or pledge of the Area Development Agreement will constitute a “transfer” of the agreement.
l.	Franchisor approval of transfer by franchisee	17(b)	You may not transfer any interest in your Area Development Agreement without our express written consent.
m.	Conditions for franchisor approval of transfer	17(b)	You may not transfer any interest in your Area Development Agreement without our express written consent.
n.	Franchisor’s right of first refusal to acquire franchisee’s business	Not Applicable	Not Applicable
o.	Franchisor’s option to purchase franchisee’s business	Not Applicable	Not Applicable
p.	Death or disability of franchisee	Not Applicable	Your death or permanent incapacity, in and of itself, will not affect your Area Development Agreement.
q.	Non-competition covenants during the term of the franchise	12	During the Term of the Development Agreement you and your Owners may not engage, either directly or indirectly in any competing Business other than a Taziki’s Mediterranean Café Restaurant licensed by us.
r.	Non-competition covenants after the franchise is terminated or expires	12	You may not develop any competing Business within the Development Area and within the Applicable Radius of any Restaurant during a period of two years after termination of the Area Development Agreement.
s.	Modification of the agreement	29	You and we must agree in writing to any modifications to the Area Development Agreement.
t.	Integration/merger clause	20 and 32	Only the terms of the Area Development Agreement are binding (subject to applicable state law). Any representations or promises outside of this Disclosure Document and the Area Development Agreement may not be enforceable.
u.	Dispute resolution by arbitration or mediation	Not Applicable	Not applicable.
v.	Choice of forum	24	Any legal action must be brought in the judicial district where our headquarters is located, which is currently Jefferson County, Alabama. Your local

	<u>Provision</u>	<u>Section in Area Development Agreement</u>	<u>Summary</u>
			law may supersede this provision. See Disclosure Document Addenda for Certain States at <u>Exhibit C</u> .
w.	Choice of law	23	Alabama law will apply to the Area Development Agreement and all rights and duties under the Area Development Agreement (subject to applicable state law). See Disclosure Document Addenda for Certain States at <u>Exhibit C</u> .

ITEM 18

PUBLIC FIGURES

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

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

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

During the fiscal year ended December 28, 2025, 46 Affiliate-Operated Restaurants were open for the entire year and reported financial performance information. During the same period, 54 franchised Restaurants were open for the entire year, but only 50 reported financial performance information sufficient to include in this financial performance representation. As a result, this financial performance representation presents financial performance information on a total of 96 Restaurants (“Reporting Restaurants”), representing 96.0% of the total Restaurants open during all of the fiscal year. Our Affiliates opened 4 Restaurants and franchisees opened 4 restaurants for a total of eight restaurants that are not included in Reporting Restaurants.

Table 1 represents the financial performance representations of 46 Restaurants operated by our affiliates and joint ventures, representing 47.9% of the 96 Reporting Restaurants open for our complete 2025 fiscal year. For these 46 locations, the Average Annual Net Sales were \$2,206,303 and the Average Weekly Volume was \$42,429. Annual Net Sales ranged from \$1,215,249 to \$3,717,548 and the Average Weekly Volume ranged from \$23,370 to \$71,491 for this group. The median Restaurant’s Annual Net Sales were \$2,126,972 and its Average Weekly Volume was \$40,903.

Table 2 represents the financial performance representations of 46 Restaurants owned and operated by franchisees, representing 52.1% of the 96 Reporting Restaurants open for our 2025 fiscal year. For these 46 locations, the Average Annual Net Sales were \$1,877,377 and the Average Weekly Volume was \$336,103. Annual Net Sales ranged from \$596,772 to \$2,967,019 and the Average Weekly Volume ranged from \$11,476 to \$57,058 for this group. The median Restaurant's Annual Net Sales were \$1,774,379 and its Average Weekly Volume was \$34,123.

Table 3 represents the Average System Sales, broken down by thirds as determined by performance, for 96 Reporting Restaurants constituting 88.9% of the 108 Restaurants open at the end of our 2025 fiscal year. The Average Annual Sales for the top third of Restaurants (32 Restaurants) were \$2,832,635 with an Average Weekly Sales of \$54,474. Of this top third, 18 Restaurants or 56%, generated at or above average Net Sales for the group. The Average Annual Sales for the bottom third of Restaurants (32 Restaurants) were \$1,334,192, with Average Weekly Sales of \$25,658. Of this bottom third, 17 Restaurants or 53% generated Net Sales at or above Average Net Sales for the group. The Average Annual Sales for the middle third of Restaurants (32 Restaurants) were \$1,938,136, with Average Weekly Sales of \$37,272. Of this middle third, 14 Restaurants or 44% generated Net Sales at or above Average Net Sales for the group.

Table 4 represents the financial performance for Restaurants that are part of a Multi-Unit Market, with at least 3 units per market. These 71 Restaurants constitute 65.7% of the 108 Restaurants open at the end of our 2025 fiscal year. The Multi-Unit Market Restaurants owned by franchisees (26 Restaurants) generated Annual Average Sales of \$1,986,600, with Weekly Average Sales of \$38,204. Of this franchised Restaurant group, 14 Restaurants or 54.0% generated Net Sales at or above Average Net Sales for the group. The Multi-Unit Market Restaurants owned by our affiliates or joint ventures (42 Restaurants) generated Annual Average Sales of \$2,280,495 with Weekly Average Sales of \$43,856. Of this Affiliate Restaurant group, 18 restaurants or 43.0% generated Net Sales at or above the Average Net Sales for the group. The Average Annual Sales generated by the total system of Multi-Unit Market Restaurants was \$2,160,453, with Weekly Average Sales of \$41,547. Thirty-three of these 71 Restaurants or 46.0% generated Net Sales at or above the Average Net Sales reported by the group.

These annual results have not been audited by an independent auditor and are compiled from information voluntarily reported by the Restaurants. Apart from variances attributable to geographic location and length of time the outlets have operated, the material characteristics of these Restaurants are similar to the Franchised Business being offered to you in this Disclosure Document.

Table 1: Affiliate Owned Restaurants Open More than One Year - 2025 Fiscal Year

	Average	Percent of Average Net Sales	Results from Highest Volume Store		Results from Median Volume Store		Results from Lowest Volume Store		# and % of stores at or above average		# and % of stores at or above median volume store	
Total Net Sales	\$ 2,206,303		\$ 3,717,548		\$ 2,126,972		\$ 1,215,249		19 41%		23 50%	
<i>AWV</i>	\$ 42,429		\$ 71,491		\$ 40,903		\$ 23,370					
Cost of Goods												
Food & Beverage	\$ 544,957	24.7%	\$ 980,550	26.4%	\$ 501,976	23.6%	\$ 286,751	23.6%	18 39%		23 50%	
Supplies	\$ 123,553	5.6%	\$ 203,821	5.5%	\$ 111,607	5.2%	\$ 70,660	5.8%	18 39%		23 50%	
Total Cost of Goods	\$ 668,510	30.3%	\$ 1,184,371	31.9%	\$ 613,583	28.8%	\$ 357,411	29.4%	18 39%		23 50%	
Payroll												
Crew	\$ 401,547	18.2%	\$ 692,268	18.6%	\$ 390,157	18.3%	\$ 238,748	19.6%	18 39%		20 43%	
Managers	\$ 161,060	7.3%	\$ 159,599	4.3%	\$ 138,659	6.5%	\$ 130,935	10.8%	10 22%		25 54%	
Taxes & Benefits	\$ 105,903	4.8%	\$ 134,827	3.6%	\$ 113,371	5.3%	\$ 61,669	5.1%	20 43%		16 35%	
Total Labor	\$ 668,510	30.3%	\$ 986,694	26.5%	\$ 642,187	30.2%	\$ 431,352	35.5%	18 39%		20 43%	
Prime Costs	\$ 1,337,020	60.6%	\$ 2,171,065	58.4%	\$ 1,255,770	59.0%	\$ 788,763	64.9%	18 39%		22 48%	
Gross Margin	\$ 869,283	39.4%	\$ 1,546,483	41.6%	\$ 871,202	41.0%	\$ 426,486	35.1%	23 50%		23 50%	
Franchise Fees	\$ 104,799	4.8%	\$ 176,584	4.8%	\$ 101,031	4.8%	\$ 57,724	4.8%				
Net Margin	\$ 764,484	34.7%	\$ 1,369,899	36.8%	\$ 770,171	36.2%	\$ 368,762	30.3%				

Excludes 4 affiliate-owned stores that opened in 2025.

Table 2: Franchised Restaurants Open More than One Year - 2025 Fiscal Year

	Average	Percent of Average Net Sales	Results from Highest Volume Store	Results from Median Volume Store	Results from Lowest Volume Store	# and % of stores at or above average	# and % of stores at or above median volume store
Total Net Sales	\$ 1,877,377		\$ 2,967,019	\$ 1,774,379	\$ 596,772	22 44%	25 50%
AWV	\$ 36,103		\$ 57,058	\$ 34,123	\$ 11,476		
Cost of Goods							
Food & Beverage	\$ 465,589	24.8%	\$ 697,474 23.5%	\$ 439,329 24.8%	\$ 173,653 29.1%	20 40%	24 48%
Supplies	\$ 108,888	5.8%	\$ 139,452 4.7%	\$ 86,989 4.9%	\$ 57,285 9.6%	20 40%	35 70%
Total Cost of Goods	\$ 574,477	30.6%	\$ 836,926 28.2%	\$ 526,318 29.7%	\$ 230,938 38.7%	20 40%	25 50%
Payroll							
Crew	\$ 403,636	21.5%	\$ 570,271 19.2%	\$ 421,562 23.8%	\$ 197,990 33.2%	21 42%	20 40%
Managers	\$ 118,275	6.3%	\$ 28,537 1.0%	\$ 39,515 2.2%	\$ 32,091 5.4%	22 44%	45 90%
Taxes & Benefits	\$ 84,482	4.5%	\$ 151,755 5.1%	\$ 55,868 3.1%	\$ 30,093 5.0%	21 42%	41 82%
Total Labor	\$ 606,393	32.3%	\$ 750,563 25.3%	\$ 516,945 29.1%	\$ 260,174 43.6%	19 38%	31 62%
Prime Costs	\$ 1,180,870	62.9%	\$ 1,587,489 53.5%	\$ 1,043,263 58.8%	\$ 491,112 82.3%	19 38%	27 54%
Gross Margin	\$ 696,507	37.1%	\$ 1,379,530 46.5%	\$ 731,116 41.2%	\$ 105,660 17.7%	28 56%	26 52%
Franchise Fees	\$ 89,175	4.8%	\$ 140,933 4.8%	\$ 84,283 4.8%	\$ 28,347 4.8%		
Net Margin	\$ 607,331	32.4%	\$ 1,238,597 41.7%	\$ 646,833 36.5%	\$ 77,313 13.0%		

Excludes 4 stores that opened during 2025 and 4 stores that submitted incomplete financial statements.

Table 3: System Sales Average Breakdown

All Stores	Top 1/3	Middle 1/3	Bottom 1/3
Average Annual Sales	\$2,832,635	\$1,938,136	\$1,334,192
<i>Average Weekly Sales</i>	<i>\$54,474</i>	<i>\$37,272</i>	<i>\$25,658</i>
Number of Restaurants	32	32	32
Number at or above Average	18	14	17
Percent at or above Average	56%	44%	53%

Table 4: Average Results of Stores in Multi-Unit Markets (Markets with at least three units)

All Stores	Total System	Franchise Only	Affiliate Only
Average Annual Sales	\$2,160,453	\$1,986,600	\$2,280,495
<i>Average Weekly Sales</i>	<i>\$41,547</i>	<i>\$38,204</i>	<i>\$43,856</i>
Number of Restaurants	71	26	42
Number at or above Average	33	14	18
Percent at or above Average	46%	54%	43%

Accounting Presentation. The preceding summary historical financial statements are not presented in conformity with generally accepted accounting principles and have not been compiled, reviewed or audited by independent accountants. We do not include any unusual or non-recurring items, footnotes, extraordinary items, statements regarding cash flow, statements regarding changes in financial position, or provisions for taxes that would be included in GAAP financial presentations. There are no bad debt losses on catering or merchant chargebacks from credit card receivables. No other accounting policies are germane to this presentation.

Definitions and Assumptions. The following apply to this Item 19:

Net Sales. Food and beverage sales (including beer and wine); less sales taxes and sales of gift cards and certificates. This definition is consistent with guidance from the Uniform System of Accounts for Restaurants for the purpose of comparing expenses to net sales among restaurants. We compute fees payable under a Franchise Agreement using Net Cash Sales, which has more deductions. See Item 6.

AWV. Average weekly volumes of Net Sales.

Cost of Goods.

Food & Beverage. All food & beverage used & waste incurred in the production of meals for the Restaurant and catering.

Supplies. Disposable items used in the packaging and utilization of the Restaurant's products, cleaning supplies, wares replaced, uniforms and linens.

Payroll.

Crew. Wages paid to team members, including training period wages.

Managers. Salaries and hourly wages paid to the management staff at each Restaurant.

Taxes & Benefits. Employer Payroll taxes, health insurance, workers compensation insurance and employee meals.

Prime Costs. Combination of "Total Cost of Goods" and "Total Labor."

Gross Margin. Net Sales less Prime Costs.

Franchise Fees. Pro forma on-going franchise fees including a Royalty of 4% of Net Sales and a Marketing Fee of 0.75% of Net Sales.

Net Margin. Gross Margin less Franchise Fees.

Expenses Not Shown. The table does not include information certain costs and expenses a Restaurant will incur in the categories of, including but not limited to, repairs and maintenance, advertising, utilities and occupancy expenses, office supplies, bank charges, credit card fees,

security, smallware replacements, depreciation and amortization, marketing fees and franchise or license royalty fees.

Our financial performance representations rely on our current store locations. These financial results may not be typical for Restaurants located in different markets or your area.

Basis of Presentation. We consider these target demographic benchmarks and site attributes to be the most important criteria to our site selection:

- Residential Population: 50,000 within 3 mile radius and 70,000 within 5 mile radius of location.
- Median Household Income: At least \$60,000 within both the 3 mile radius and 5 mile radius.
- Traffic Counts: Minimum 20,000 daily (conventional site).
- Daytime Traffic Generators: Retail Anchors, High-end Grocery, Office Buildings, Hospitals, Universities, other sources of daytime population.
- Visibility: Maximum visibility desired for location signage and the patio.
- Other Site Attributes: Strip center end-caps with adjacent patio, free parking convenient to site, good ingress/egress from afternoon drive direction.

Some Restaurants have earned these amounts. Your individual results may differ. There is no assurance that you will earn as much.

Other than the above representation, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting. William G. Magruder at 3009 Pump House Road, Suite 200, Birmingham, Alabama 35243, (205) 451-1860, the Federal Trade Commission, and the appropriate state regulatory agencies. A written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary for Years 2023 - 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchisee-Owned	2023	63	64	1
	2024	64	60	-4
	2025	60	58	-2
Company-Owned	2023	23	29	6
	2024	29	40	11
	2025	40	50	10
Total	2023	86	93	7
	2024	93	100	7
	2025	100	108	8

Note that we do not operate a Taziki's Mediterranean Café, but our affiliate by common ownership, Taziki's Restaurants, currently operates 40 locations. Parent has an investment in and operational control of forty-four (44) Restaurants, and Parent is affiliated through common ownership and has operational control of six (6) Restaurants. The "Company-Owned" outlets are actually affiliate-owned restaurants.

Table No. 2
Transfers of Outlets from Franchisees to New Owners
(Other than the Franchisor)
For Years 2023 - 2025

State	Year	Number of Transfers
Alabama	2023	0
	2024	0
	2025	0
Mississippi	2023	0
	2024	0
	2025	0
Texas	2023	0
	2024	0
	2025	0
TOTAL	2023	0
	2024	0
	2025	0

Table No. 3
Status of Franchise Outlets
For Years 2023 - 2025

State	Year	Outlets at Start of Year	Outlets Opened	Termin ations	Non- Renewals	Reacquired by Franchisor	Ceased Operation s - Other Reasons	Outlets at End of the Year
Alabama	2023	13	1	0	0	0	0	14
	2024	14	0	0	0	5	0	9
	2025	9	0	0	0	3	0	6
Arkansas	2023	8	0	0	0	0	0	8
	2024	8	0	0	0	0	0	8
	2025	8	0	1	0	0	0	7
Colorado	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	2	0	0
	2025	0	0	0	0	0	0	0
Florida	2023	8	0	2	0	0	0	6
	2024	6	0	0	0	0	0	6
	2025	6	0	1	0	0	0	5
Georgia	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Idaho	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Indiana	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Kentucky	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Louisiana	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Michigan	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Mississippi	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
North Carolina	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	3	0	1
	2025	1	0	0	0	0	0	1
Ohio	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	1	0	0	0	3
Oklahoma	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
South Carolina	2023	2	1	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	1	0	0	0	0	4
Tennessee	2023	9	0	0	0	0	0	9

	2024	9	2	0	0	0	0	11
	2025	11	0	0	0	0	0	11
Texas	2023	2	0	0	0	0	0	2
	2024	2	3	0	0	0	0	5
	2025	5	3	0	0	0	0	8
West Virginia	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
TOTAL	2023	63	3	2	0	0	0	64
	2024	64	6	0	0	10	0	60
	2025	60	4	3	0	3	0	58

Table No. 4
Status of Company-Owned Outlets
For Years 2023 - 2025

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Alabama	2023	7	0	0	0	0	7
	2024	7	0	5	0	0	12
	2025	12	4	3	0	0	19
Colorado	2023	0	0	0	0	0	0
	2024	0	0	2	1	0	1
	2025	1	1	0	0	0	2
Georgia	2023	5	0	0	0	0	5
	2024	5	1	0	0	0	6
	2025	6	0	0	0	0	6
Missouri	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1
	2025	1	1	0	0	0	2
North Carolina	2023	0	1	0	0	0	1
	2024	1	0	3	0	0	4
	2025	4	0	0	0	0	4
Tennessee	2023	8	5	0	0	0	13
	2024	13	0	0	0	0	13
	2025	13	0	0	0	0	13
Virginia	2023	3	0	0	0	0	3
	2024	3	0	0	0	0	3
	2025	3	1	0	0	0	4
TOTAL	2023	23	6	0	0	0	29
	2024	29	2	10	1	0	40
	2025	40	7	3	0	0	50

Table No. 5
Projected Openings as of December 31, 2025

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
Alabama	0	0	1
Arkansas	1	1	0
Iowa	0	1	0
Kentucky	0	1	0
Mississippi	0	1	0
Ohio	0	1	0
Tennessee	0	1	2
Total	1	6	3

The names, addresses, and phone numbers of all franchised outlets as of December 31, 2025, as well as the names and phone numbers of franchised outlets who have ceased to do business under the franchise agreement or had an outlet terminated, canceled, not renewed, or transferred during our last fiscal year are listed in Exhibit G to this Disclosure Document. During the year preceding the date of this Disclosure Document, one franchise agreement was terminated and two franchisee locations permanently closed but are seeking relocation. No franchisee has failed to communicate with us during the 10 weeks prior to the date of this Disclosure Document.

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

Confidentiality Clauses

As a standard practice, when we enter into settlement agreements with a franchisee or former franchisee, we will require them to agree to maintain as confidential all information that the franchisee or former franchisee has about us. In some instances, current and former franchisees may sign provisions restricting their ability to speak openly about their experience with the System. You may wish to speak with current and former franchisees but be aware that not all of these franchisees will be able to communicate with you.

Franchisor Sponsored and Independent Trademark Specific Franchisee Organizations

We have not endorsed any trademark-specific franchisee organization, and no independent franchisee organization is incorporated or otherwise organized under state law and has asked us to be included in our Disclosure Document.

ITEM 21

FINANCIAL STATEMENTS

We have included our audited financial statements for the fiscal years ended December 31, 2023; December 29, 2024; and December 28, 2025. We have also included our unaudited financial

statements from December 29, 2025 through April 29, 2026. Financial statements are attached as Exhibit D to this Disclosure Document. Our fiscal year end is the Sunday closest to December 31.

ITEM 22

CONTRACTS

We have included copies of our Franchise Agreement, including forms of Termination and Release Agreement, Authorization Agreement for Pre-Authorized Payments, Guaranty and Restriction Agreement, Fresh Managed IT Master Services Agreement, Fresh Support Services Agreement, Franchisee Joinder to Fresh Master Services Agreement, Optional Digital Management Services Program, Management Confidentiality Agreement, Lease Rider, Nontraditional Concept Addendum, SBA Addendum (available for Franchised Restaurants financed with SBA-guaranteed loans), Receipt of Operations Manual, and Area Development Agreement to this Disclosure Document. Our forms of Closing Acknowledgment and General Release, as well as the form of Extension and General Release are included as Exhibits H and I. The Closing Acknowledgment is used for all new franchisees. The General Release is used for all transfers and renewals.

ITEM 23

RECEIPT

Duplicate copies of the receipt appear after the exhibits as the last two pages of this Disclosure Document.

Exhibit A
Franchise Agreement

TAZIKI'S MEDITERRANEAN CAFÉ™

FRANCHISE AGREEMENT

between

Taziki's Franchising, LLC

and

Restaurant Location:

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Attachment A - Transaction Details
Attachment B - Automated Clearing House Payment Authorization
Attachment C - Guaranty and Restriction Agreement
Attachment D - Management Confidentiality Agreement
Attachment E - Lease Rider
Attachment F - Nontraditional Concept
Attachment G - Receipt of Operations Manual and Confidentiality Agreement
Attachment H - Fresh Managed IT Master Services Agreement, Fresh Support Services Agreement, and Franchisee Joinder to Master Services Agreement
Attachment I - Optional Digital Services Participation Agreement

FRANCHISE AGREEMENT

This Franchise Agreement (this “Agreement”) is made and entered into as of the Effective Date, by and between Taziki’s Franchising, LLC, an Alabama limited liability company (“we,” “us” or “our”), as franchisor, and _____, a _____ (“you” or “your”), as franchisee. For good and valuable consideration, the receipt and sufficiency of which the parties mutually acknowledge, the parties mutually agree as follows:

1. Definitions. Words and phrases used in initially-capitalized form in this Agreement have the meanings assigned in Section 54 of this Agreement unless the context indicates otherwise.

2. Grant of Franchise.

(a) Grant. Subject to the terms and conditions in this Agreement, we grant to you the right, license and privilege to operate a Taziki’s Mediterranean Café Restaurant, only at the Location, and the right, license and privilege to use and employ the Franchised System, the Proprietary Marks, and the Intellectual Property at that address during the Term.

(b) Reservation of Rights. We and our affiliates reserve the rights to engage or authorize others to engage in any business activity at any location within or outside the Assigned Area under the Proprietary Marks or otherwise except as expressly limited under this Agreement. There are no implied covenants or obligations regarding territorial rights arising from this Agreement or any other agreement or arrangement between us and you. You have no right to participate in or benefit from any such other business activity. In addition, we reserve all rights of ownership, control, modification, revision, updating and termination with regard to the Franchised System. Your only rights with regard to the Franchised System are limited to the license as we expressly grant the license to you under this Agreement during the Term, and the parties intend that no implied covenants or rights attach or arise under the license you accept in this Agreement.

(c) Designation of Owner-Operator. Unless you operate as a sole proprietorship, you will designate from among the list of Owners on Exhibit A one person who will be your “Owner-Operator.” In such capacity, the Owner-Operator shall devote his or her full time and attention to the management, supervision and operation of the Franchised Restaurant. We may rely upon communications and decisions of the Owner-Operator as fully authorized by all necessary corporate action and legally binding on you. You may designate another Owner to serve as Owner-Operator by written notice to us.

3. Assigned Area.

(a) We and our Affiliates will not operate a Taziki’s Mediterranean Café Restaurant and will not license any other Person to operate a Taziki’s Mediterranean Café Restaurant within the Assigned Area, provided that this restriction shall not apply to a Nontraditional Concept Restaurant. You acknowledge and agree that we and our Affiliates will have the right to operate, franchise and license other Persons to operate a Taziki’s Mediterranean Café Restaurant at any location outside of the Assigned Area, and to franchise, license or operate a Nontraditional Concept Restaurant inside or outside the Assigned Area.

(b) We may, at our discretion, by written notice to you restrict your solicitation, acceptance and fulfillment of orders for off-premises catering or delivery to your Assigned Area, or to an area that does not encompass the assigned area of another Taziki’s Mediterranean Café Restaurant.

(c) You also acknowledge and agree that we will have the right (a) to market and sell the same and similar services and products as those offered under the Franchised System under trademarks, service marks, and commercial symbols different from the Proprietary Marks through the same, similar or different distribution channels; (b) to market and sell the same services and products as those offered as part of the Franchised System through dissimilar channels of distribution, including (without limitation) the Internet and retail outlets other than restaurants; and (c) to advertise, market and sell those services and products on the Internet and otherwise. These rights include the offer and sale of food products under the Proprietary Marks in supermarkets, discount, warehouse, department and convenience stores, and other retail and wholesale channels, within and outside the Assigned Area. We may restrict certain food and specialty items to these retail channels.

(d) We grant to you a right of first offer to submit a franchise application to develop and operate a Nontraditional Concept Restaurant to be located at a venue in your Assigned Area if the primary operator of food service at the venue does not have exclusive rights to the venue. To exercise this right, you must be in good standing under this Agreement and all other Franchise Agreements with us, have an average FSA score of at least 90% for the last three assessments of all of your Franchised Restaurants, and either initiate the inquiry or respond with an application within 30 days after we contact you about the prospect of a Nontraditional Concept facility in venue. If you do not or you cannot exercise the right of first offer, then we may proceed with another party, or our Affiliates may proceed, to develop a Nontraditional Concept Restaurant at the venue.

4. Term. The “Term” consists of the Initial Term and the Renewal Terms described below.

(a) Initial Term. This Agreement shall be effective as of the Effective Date and shall continue for an “Initial Term” of ten (10) years from the Opening Date, unless terminated earlier under this Agreement.

(b) Renewal Terms. You may renew the franchise for the Taziki’s Mediterranean Café Restaurant for up to four (4) additional “Renewal Terms” of five (5) years each, subject in each renewal to satisfaction of the conditions for renewal in this Section. THERE ARE NO OTHER RENEWAL RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT.

(c) Renewal Notice & Eligibility. If you intend to renew, you must give us written notice of your intent at least 180 days and not more than one year before the end of the Initial Term and each Renewal Term, if any. Your renewal fee of \$5,000.00 must accompany the renewal notice and is not refundable. You will be eligible to renew if at the time you must give notice of your intent to renew and at all times through the end of the Term then ending, (i) you and your Affiliates are not in default under this Agreement or any other franchise agreement with us; (ii) you and your Affiliates have satisfied all monetary obligations then due and owing to us and our Affiliates; and (iii) the Franchised Restaurant is not in the bottom quartile of franchised Taziki’s Mediterranean Café Restaurants for Net Cash Sales for the preceding fiscal year; and (iv) the average FSA score for all of your Franchised Restaurants on the three FSA assessments preceding the date your renewal notice must be given is at least 80%. We will notify you within 30 days after we receive your renewal notice if you are not eligible to renew. We may waive, in our sole discretion, any disqualifications for any Franchised Restaurant or franchisee to renew its franchise. No such waiver will provide or confer any right or benefit on any Person except the affected franchisee.

(d) Additional Conditions. Our consent will be further conditioned on maintaining eligibility to renew through the end of each Term, and on your satisfaction of the following conditions: You and your Owners must, at the times we specify, (i) at our request and after any disclosure required by law, execute our then current form of franchise agreement and personal guaranty; (ii) perform the

remodeling, repairs and renovations described below that we may require; (iii) complete, at your expense, any retraining program we may require; and (iv) execute a general release of any and all claims you, your Owners and any guarantor may have against us and our Affiliates as of that time, except for such claims as may not be released in advance under applicable law. At the end of the initial term (10 years from the Opening Date) and at the end of the second renewal term (20 years from the Opening Date) you must also upgrade your Franchised Restaurant to our current entry standards and design elements, upgrade to our current kitchen equipment package and install our current point-of-sale system and other equipment. At the end of fifth year of the initial term (5 years from the Opening Date), at the end of the first renewal term (15 years from the Opening Date) and the end of the third renewal term (25 years from the Opening Date), you must remodel and redecorate the dining room and customer facing areas of the Franchised Restaurant according to the Manuals and replace or reupholster your seating.

5. Fees & Security Interest.

(a) Initial Franchise Fee. You will pay us a non-refundable franchise fee when you sign this Agreement in the amount specified on Attachment A.

(b) Royalty Fee. No later than ten (10) days after the end of each Reporting Period, you will pay us a Royalty Fee equal to 4.00% of the Net Cash Sales of the Franchised Restaurant during the preceding Reporting Period.

(c) Marketing Fee. You also will pay us, when you pay your Royalty Fee, a Marketing Fee if, as and when required under this Agreement. You will pay the Marketing Fee to us in addition to the amounts you must spend under Sections 16 and 17 of this Agreement. The rate of the Marketing Fee as of the Effective Date is stated on Attachment A.

(d) Interest. Any late payments that you make pursuant to this Agreement will bear interest from their due date until paid at a rate equal to the lower of (a) 1.50% per month or (b) the maximum interest rate allowed by applicable law.

(e) Taxes. You will pay us an amount equal to any federal, state, provincial or local sales, gross receipts, use, value added, excise or similar taxes assessed against us on the Royalty Fee and Marketing Fees by the jurisdictions where your Taziki's Mediterranean Café Restaurant is located, but not including any income tax, franchise or other tax levied on us for our privilege of doing business in your State. You will pay Taxes to us when due.

(f) EFT Payment. You will pay all amounts due to us after your Taziki's Mediterranean Café Restaurant opens by electronic means under the Automated Clearing House Payment Authorization attached as Attachment B, or under any substitute form of authorization that we may require during the Term so that your fees will be paid by means of electronic funds transfer without the necessity of your transmitting a paper check to us.

(g) Security Agreement and Interest. As security for the payment of the foregoing amounts and performance of your obligations under this Agreement, you grant to us, our successors and assigns a security interest in this Agreement, all signs, signage, décor items, goods, supplies, equipment, and inventory containing any of the Proprietary Marks located at the Franchised Restaurant. You grant us the authority and power to file a copy of the signature page of this Agreement as part of any financing statement necessary to perfect and maintain our security interest during the Term, in any and all appropriate offices and public records. We may notify your other creditors and lenders about the security interest and have no obligation to subordinate our interest to that of any other lender or secured creditor, except to the rights of any bank or other financial institution that provides first priority financing to you to

be used directly in the operation of the Franchised Restaurant and secured by the assets of the Franchised Restaurant.

(h) Late Fee for Financial Reporting. You are expected to provide accurate financial reports, including profit and loss statements, in a timely manner. If the financial reports are not submitted by the due date, we charge an initial \$100 fee and also an additional \$100 for every financial reporting period the reports remain outstanding.

(i) Failure of Audit. If you score below a passing score for operational performance ("Failed Audit"), we will charge you \$500 for each Failed Audit and will require you to participate in a re-audit within a certain time period.

6. Franchised Restaurant Development.

(a) Development Oversight. Except as specified in this Agreement and the Operations Manual, we are not obligated to provide any assistance in locating a site, negotiating the lease, conforming the premises to local codes and ordinances, obtaining permits, constructing, remodeling or decorating, hiring and training employees (except for the training we provide described in training below), or providing for necessary equipment, signs, fixtures, opening inventory and supplies.

(b) Location Selection. If you have not selected a site for the Location that we accepted when we signed this Agreement and identified in Attachment A, we will provide you with advice and consultation in the selection of sites for Location(s) through the use of the forms, criteria and materials that we make available to franchisees. You must submit the site proposal within 15 days after the Effective Date. We will review the information you submit for each proposed site for the Location, conduct any investigation of the proposed site we deem appropriate to evaluate the site, and accept or reject the site within 30 days after your submission of all initial and supplemental information we request regarding a proposed site. If we accept the site, we will give you notice of any remaining conditions of that acceptance. If we reject the site, we will give you the reasons for the rejection. Effective upon our acceptance of your selected site, whether identified and accepted at the signing of this Agreement or afterwards, you acknowledge that you have selected and we have accepted the Location, and that our acceptance of your selection does not guarantee or warrant that the Location will be successful or that it represents the best site for the Franchised Restaurant from among those available to you. You acknowledge that we may have provided you with advice and consultation in the selection of sites for your Franchised Restaurant through the use of the forms, criteria and materials that we make available to franchisees and prospective franchisees. We may have delivered our written review and evaluation of any proposed sites you propose. You have had the opportunity to obtain independent advice on the site for your Franchised Restaurant and are not relying on our review and evaluation.

(c) Lease. You must own or lease the Location at all times during the Term and provide us with a copy of the deed or lease of the Location before commencing development of the Franchised Restaurant. We must approve the form and content of any Location lease and any modifications or amendments thereto before you sign the lease. We will review the lease and, if applicable, any modifications or amendments to the lease, and accept or reject your lease for the Location within 30 days after your submission of all initial and supplemental information we request regarding the proposed lease. You must obtain as part of the lease documentation a signed Lease Rider with the landlord in substantially the form attached as Exhibit E when you provide us with a copy of the signed Location lease (the "Lease"). You must deliver a signed Lease or purchase contract for an approved site within 30 days after the Effective Date, or the date we approve your proposed site if not accepted on the Effective Date. You have the option to secure a single 30 day extension of the 30 day period by

providing written notice to us that you are exercising your extension option. The grant of any further extension of time to complete this phase of pre-opening is at our sole discretion.

(d) Plans. We will provide you with our standard renovation and finish plans, specifications and layouts for the interior build-out, mechanical and electrical systems, equipment, décor and signs for a prototype Taziki's Mediterranean Café Restaurant that we make available to franchisees. We will review your site plan and final plans and specifications for conformity to System Standards. We will not unreasonably withhold or delay our approval, which is intended only to test compliance with System Standards, and not to detect errors or omissions in the work of your architects, engineers, contractors, or the like. Our review does not cover technical, architectural or engineering factors, or compliance with federal, state, or local laws, regulations, or code requirements. We will not be liable to your lenders, contractors, employees, customers, others, or you on account of our review or approval of your plans, drawings, or specifications, or our inspection of the Franchised Restaurant before, during, or after renovation or construction.

(e) Construction of Franchised Restaurant. You will complete the construction or remodeling of the Franchised Restaurant within the time specified on Attachment A. You will construct or remodel the Franchised Restaurant in strict conformity with the site layout, plans and specifications we approve. If we determine (before the Opening Date) that you have not constructed or remodeled the Franchised Restaurant in strict conformity with the site layout, plans, and specifications we approved, within the time set forth on Attachment A, we may terminate this Agreement for cause, or obtain an injunction from a court of competent jurisdiction against the opening of the Franchised Restaurant and to compel you to specifically perform your obligation to construct or remodel the Franchised Restaurant in strict conformity with the approved site layout, plans and specifications, in addition to any other remedies available to us at law or in equity, without any obligation to furnish any bond or security. You will bear the expense of all engineering and architectural services incurred for your final construction plans and for obtaining approvals by the appropriate governmental authorities required under applicable law to construct, remodel and occupy the Franchised Restaurant.

(f) Furnishings, Fixtures, Equipment, and Other Personalty. You will install in and about the Franchised Restaurant equipment, fixtures, furnishings and other personal property that strictly conform to System Standards, and specifications we specify in the Operations Manual or otherwise. You will not display any other sign or advertisement at the Franchised Restaurant without our consent other than as permitted under the Operations Manual.

(g) Technical Services. You may engage any architect, construction manager or contractor to assist you in developing the Franchised Restaurant as long as the party you engage is duly licensed in the state of the Location. You shall secure for us and our agents the right to inspect the construction site and related materials stored off site at any reasonable time. You shall correct, upon our request and at your expense, any deviation from the approved site plans and specifications. You shall furnish to us a copy of the certificate of occupancy and a certificate from your architect (which may use AIA form G704-2000 or its equivalent) that the Franchised Restaurant was built in accordance with the approved final plans and specifications, and in compliance with all applicable building codes and in compliance with all applicable local, state and federal laws, ordinances and regulations, including but not limited to the Americans with Disabilities Act and related regulations.

(h) Opening. The Franchised Restaurant shall be opened to the public at the Location on the Opening Date only after you receive our authorization to do so, which you must request in writing on or after the date you receive the certificate of occupancy and at least 7 days in advance of the desired date for such opening. In addition to and not in lieu of your other advertising obligations, you will conduct local advertising and promotion for the Franchised Restaurant's grand opening (the "NSO

Marketing Strategy”) that we specify in the Operations Manuals or otherwise in writing. You will not open the Franchised Restaurant without our prior written authorization. We will have the right to withhold that authorization until (i) you complete (to our satisfaction) the construction and remodeling of the Franchised Restaurant and furnish copies of all governmental approvals required before opening under applicable law, (ii) you complete preparation of the Franchised Restaurant for the commencement of operations per the Operations Manual, and (iii) your management personnel and store personnel to be employed on the Opening Date complete the MIT Program as required under this Agreement. You will notify us when you open for business. We will confirm the Opening Date in writing for the purpose of fixing the expiration date of the Initial Term.

7. Our Obligations. During the Term, we will provide you with the following services:

(a) Training. We will provide you (or if you are an entity, your Owner-Operator) and your General Manager with eight weeks (approximately 400 hours) of our Manager in Training (“MIT”) program, covering the Franchised System and methods of operating a Franchised Restaurant. This training and information will include a standard chart of accounts for use in the daily and periodic accounting of the Franchised Restaurant. We will provide training for no additional tuition fee to your Owners who are not your Owner-Operator if this is their first Taziki’s Mediterranean Café Restaurant franchise at the times and places and for the duration we may designate. The initial MIT Program to become a Certified Manager is mandatory for the Owner-Operator and the proposed General Manager and is to be completed at least two weeks prior to the scheduled Franchised Restaurant Opening Date. If your Owner-Operator is also the General Manager, then one Assistant General Manager must also complete the full MIT Program. Our Director of Field Training or our designee will conduct a thorough evaluation of each trainee near the end of the MIT Program, including a review of the manager trainee’s interaction with training materials assigned in Quest, the Taziki’s learning management system, as part of the MIT Program. Each manager trainee must successfully complete and pass all assigned courses and checklists, including the Final Exam, to become a Certified Manager, with a score 90% or better on the evaluation to be “certified.” For Owner-Operators and proposed General Managers opening their first store in a new market, the training must take place at a Certified Training Store. The successful completion of the MIT Program by the General Manager and/or the Owner-Operator is required for opening approval and failure to complete this program on time will delay your opening date. We may provide or arrange for the MIT Program and intensive training at any Certified Training Store. We may change the length, content, materials and criteria for successful completion of the MIT Program at any time.

1. In addition to the certified General Manager for a new Restaurant opening, you must identify and hire two Assistant General Managers and, at your discretion, one or two Shift Leaders who will participate in our initial training program for those positions. There is no tuition charge for the two Assistant General Managers and up to two Shift Leaders for their initial training. We require that your Assistant General Manager complete four weeks (approximately 200 Hours) of training. If your Owner-Operator is also the General Manager, then one of the Assistant General Managers must also complete the full MIT Program at a Certified Training Store, which is to be completed at least two weeks before opening. We may modify the opening date you propose based upon the projected date of successful completion of the MIT Program by the Assistant General Managers. We recommend that the two Shift Leaders complete two weeks (100 Hours) of Shift Leader training at a Certified Training Store.

2. We require that you must always have a Certified Manager in Franchised Restaurant or be in the process of hiring a manager who will attend and successfully complete the MIT Program within 90 days after the manager’s hire or promotion date. If you do not have a Certified Manager or are not actively in the process of hiring and training a manager to become

certified, you will receive a Notification of Non-Compliance with a deadline for completing corrective action. If corrective action is not timely completed, a “Late Training Fee” will be assessed as provided in the Operations Manual, which may include a daily fee of up to \$50.00, a surcharge on the tuition we charge for training the replacement manager of up to \$1,000, ineligibility for or a reduction in marketing incentives or reimbursement we offer to franchisees, or a surcharge on your Royalty Fee of up to one percent (1.00%) of Net Cash Sales. If a Certified Manager leaves your employment for any reason, you must hire a replacement manager and notify our Training Department within 30 days after the hire date to arrange for training to become a Certified Manager. The training plan will be arranged by our Training Department and may include time at a Certified Training Store, a Certified Trainer sent at your cost to your market to train the new manager trainee on site, or a combination of both, at our sole discretion.

3. We will provide training at the times and places and for the duration we may designate for replacement managers. You must pay the tuition for training in advance, and we will not refund the tuition if the replacement manager does not attend the training session.

4. We may charge you reasonable tuition and reimbursement that reflects our costs for training for replacement managers and our expenses if we provide additional training. The Operations Manual specifies the tuition charges we may impose and the circumstances when you will incur a tuition charge. Tuition is currently payable for additional training performed at your request in your Franchised Restaurant, or for an Additional Training Fee plus expenses as described in Section 8(a). We reserve the right to charge for training material.

5. Prior to opening the third Franchised Restaurant in the Training Group (defined in Section 54), one of the Franchised Restaurants in the Training Group must be certified by us as a “Certified Training Store” at which all managers have been trained by a Certified Trainer or Certified Manager. The Training Group must create and then maintain at least one Certified Training Store per five total Franchised Restaurants for future Franchised Restaurant manager and staff training purposes.

(b) Operations Manual. We will loan you one copy of the Operations Manual, or may grant access rights on our secure website for franchisees.

(c) Approved Products, Services and Suppliers. We will publish a list of approved suppliers and their respective approved products and services in the Operations Manual and/or in other written or electronic communications to you. As new suppliers, products and services become available, we will amend that list. We may also publish in the Operations Manual the procedures and fees for obtaining approval of any supplier you wish to nominate to become an approved supplier. We may deny approval of any nominee in our sole discretion. We or our Affiliate may be the sole approved suppliers for proprietary goods or services, or for goods and services we deem to be integral parts of the Franchised System that must be supplied on a consistent, uniform basis to all franchisees. We or our Affiliates may earn a profit from providing purchasing and procurement services, including receipt of fees from third party suppliers.

(d) Opening Assistance. We will provide you with the services of one or more trainers to assist you with the opening of the Franchised Restaurant at no fee to you. For the first and second Franchised Restaurants in your Training Group, we will provide twelve days of opening assistance (seven (7) days before the opening day, the opening day, and four (4) days after opening). Beginning with the third Franchised Restaurant in your Training Group and for each additional Franchised Restaurant in the Training Group, we will provide seven (7) days of opening assistance (three days (3)

before, opening day, and three (3) days after opening.) You must reimburse us for reasonable travel and living expenses of the trainers while performing this service. Subject to availability, we will provide the trainer services for additional days to continue to assist you with the opening of the Franchised Restaurant charged at the Additional Training Fee described in Section 8(a) then in effect.

(e) Marketing Assistance. We will provide you with the merchandising, marketing and advertising research data and advice that we develop from time to time and deem helpful in the operation of a Taziki's Mediterranean Café Restaurant using the Franchised System.

(f) Evaluation Program. As part of an FSA, we will conduct periodic field evaluations and standards assessment inspections and reviews of the Franchised Restaurant to test and promote its compliance with System Standards and quality control. We may implement customer evaluation and feedback programs, mystery shopper programs, and independent inspection programs. We may publish the results of our tests and evaluations.

(g) Advice & Communications. We will provide you with periodic individual or group advice, consultation and assistance by personal visit, by telephone, electronic communication, or by newsletters or bulletins that we may make available to our franchisees from time to time. We will provide you with any other materials in any medium that we may develop to communicate new developments, techniques, and improvements in the Franchised System and our plans, policies, research, developments and activities to franchisees.

(h) Other Assistance. We will provide you with the other resources and assistance that we may develop and make generally available to all our other franchisees.

8. Your Obligations. During the Term, your obligations are as follows:

(a) Training. You will not open or operate the Franchised Restaurant without having at least one individual working full time at the Franchised Restaurant who has completed our MIT Program. If a certified manager leaves your employment for any reason, you must hire a replacement manager within 30 days who must attend the next MIT Program slot we make available. You may continue operating the Franchised Restaurant until a replacement manager has completed the MIT Program without being in default of this agreement. You must pay any tuition and additional fees for materials we then charge for training of additional operators after pre-opening training. As of the Effective Date, we charge an Additional Training Fee of \$35.00 per hour plus travel, lodging, and meals for trainers we provide at your request for additional training at your Franchised Restaurant. We may change this rate at any time in the Manuals. You are responsible for paying all compensation, benefits, travel expenses, living expenses, and any other personal expenses for your designees enrolled in the MIT Program and any other training program we offer. Because of the long hours of training, you may be required to pay trainees overtime if they are non-exempt employees. You must furnish proof of worker's compensation insurance coverage for such persons before their training begins. Your trainees will not be considered borrowed servants of ours or our Affiliates for any purpose, and they will at all times remain under your control and supervision. Any of your employees who attend our MIT Program must sign a Management Confidentiality Agreement before such training starts in substantially the form attached as Attachment D.

(b) Operation of Franchised Restaurant. You will maintain and operate the Franchised Restaurant under the Franchised System in strict conformity with System Standards and policies, all as amended. You will maintain the Location and the Franchised Restaurant in clean, safe and sanitary condition, consistent with sound health and sanitation practices. You also will maintain and operate the Franchised Restaurant in compliance with all applicable governmental laws, rules, regulations

and ordinances. Any conflict between System Standards and any applicable governmental requirement will be resolved in favor of the more stringent standard. You will use the site of the Franchised Restaurant exclusively for the purpose of operating a Taziki's Mediterranean Café Restaurant. You will not engage in any business or offer any products or services at the Franchised Restaurant not a part of the Franchised System without our consent. You will obtain as and when needed all governmental permits, licenses and consents required by law to construct, acquire, renovate, operate, and maintain the Franchised Restaurant and to offer all products and services you advertise or promote. You will pay when due or properly contest all federal, state, and local payroll, withholding, unemployment, beverage, permit, license, property, ad valorem and other taxes, assessments, fees, charges, penalties, and interest, and you will file when due all governmental returns, notices, and other filings. You will comply with all applicable federal, state and local laws, regulations, and orders applicable to you and/or the Franchised Restaurant, including those combating terrorism such as the USA Patriot Act and Executive Order 13224.

(c) Approved Products, Services and Suppliers. You will follow the System Standards and specifications we establish for goods, products and services procured for the operation of the Franchised Restaurant. We will have the right to require you to obtain any product or service used in the operation of the Franchised Restaurant from us, our Affiliates, or suppliers we approve. We will have the right to require you to participate in a national or regional approved purchasing cooperative for the area in which the Franchised Restaurant operates.

(d) Marketing Media. You will establish and maintain accounts for participating in all digital and traditional media that we so designate for marketing the Franchised Restaurant. You will not register, acquire or maintain control over any media or media account that describes or advertises the Franchised Restaurant or otherwise contains uses or displays our Proprietary Marks or Intellectual Property, or links to our websites, without our prior consent.

(e) Franchised Restaurant Condition. If the Franchised Restaurant suffers physical damage, you will restore the Franchised Restaurant to reflect the current image, design and specifications of Taziki's Mediterranean Café Restaurant. If a casualty substantially destroys the Franchised Restaurant, you may elect to terminate this Agreement in lieu of restoring the Franchised Restaurant unless your financing obligates you to restore and operate the Franchised Restaurant.

(f) Upgrades of Franchised Restaurant. We may require you to upgrade your Franchised Restaurant to conform to changes in our System Standards, which may include new signage, image, décor, equipment, technology, and image standards for new Taziki's Mediterranean Café Restaurants. We will not require any such upgrade within 2 years before the expiration date of the initial term or any renewal term. At the end of the initial term (10 years from the Opening Date) and at the end of the second renewal term (20 years from the Opening Date) you must also upgrade your restaurant to our current entry standards and design elements, complete any retraining we require, upgrade to our current kitchen equipment package and install our current point-of-sale system and other equipment. At the end of the fifth year of the initial term (5 years from the Opening Date), the end of the first renewal term (15 years from the Opening Date), and at the end of the third renewal term (25 years from the Opening Date), you must remodel, redecorate and replace or reupholster your seating. We may encourage you at any time to make a voluntary upgrade because of economic circumstances, competition, technological advances, brand imaging opportunities, or other compelling events or circumstances. Your voluntary agreement to perform an upgrade in those cases will not constitute a required upgrade under this paragraph.

(g) Your Employees. You must recruit, hire, train, schedule, equip, dress, discipline, manage and supervise a competent, conscientious staff to meet our System Standards, compliant with such uniforms and/or dress code as we may prescribe in the Operations Manual, and take such steps as are

necessary to ensure that your employees preserve good customer relations and the goodwill of the Franchised System.

(h) Life Safety. You must operate and maintain the Franchised Restaurant to meet the health and life safety standards and ratings applicable to the operation. You must furnish to us, within five days after receipt thereof, a copy of all inspection reports, warnings, citations, certificates and/or ratings resulting from inspections conducted by any federal, state or municipal agency with jurisdiction over the Franchised Restaurant. The Franchised Restaurant's failure of any health, sanitation, food-related or life safety inspection is a material breach of this Agreement and must be remedied within the time frame specified in the applicable regulations or code.

(i) Material Contracts. You must timely comply with your obligations under the Lease and any note, indebtedness, mortgage, deed of trust, security deed, equipment lease, supply agreement, utility contract, service agreement and other material contracts ("Material Contracts") applicable to you or the Franchised Restaurant and necessary to operate the Franchised Restaurant in compliance with System Standards. You shall furnish to us, within 10 days after your receipt, a copy of all notices, letters, warnings, or any other communications from the counterparty of any Material Contract regarding any default under or termination of any Material Contract. You must furnish a copy of any amendment, modification, replacement or supplement to the Lease.

9. Technology, Communications and Internet.

(a) Computer Systems and Required Software. We have the right to specify in the Operations Manual or otherwise in writing that you acquire and use in the operation of the Franchised Restaurant electronic data collection, storage, reporting, exchange and interchange capability and services, including certain brands, types, makes and models of communications, hardware and software systems, peripherals and equipment, including without limitation: (i) back office accounting, inventory and management systems, (ii) storage, retrieval and transmission systems for data, audio, video and voice files, (iii) point of sale systems or such other types of cash registers as we may designate or approve ("Cash Register Systems"), (iv) physical, electronic and other security systems and procedures, (v) archival back-up systems, (vi) internet access capability and connectivity, and (vii) customer-facing marketing, ordering, entertainment, audio, video, internet access points and service systems (together, the "Technology"). We have the right, but not the obligation, to develop or have developed for us, or to designate computer software programs and accounting system software that you must use as part of the Technology ("Required Software"). You shall install, learn, use and integrate all updates, supplements, modifications or enhancements to the Required Software when we so require. We may specify in the Operations Manual or otherwise the tangible media upon which you shall record data, the database file structure of the Technology and the requirements to ensure your compliance with legal and payment card industry security standards. You shall implement and periodically make upgrades and other changes to the Technology as we request in writing (together, "Technology Upgrades") for all Franchised System Restaurants. We may be the sole supplier of proprietary Technology or Technology Upgrades that we develop or acquire for use at all Franchised Restaurants

(b) Data. We may specify in the Operations Manual or otherwise in writing the information that you shall collect and maintain on the Technology. You will maintain your Cash Register and management systems on-line so that we may access them remotely at our discretion, copy stored data, update software, and view all records, files and reports available on or from those systems. You shall provide to us such reports as we may reasonably request from the data so collected and maintained. All data you provide to us, transfer to us from your Technology, and download from us to your Technology will be owned exclusively by us or the data source we identify. We will have the right to use such data in any manner that we deem appropriate without compensation to you. All other data you capture, create, or

collect in the operation of the Franchised Restaurant or from your affiliation with us (including, without limitation, consumer, and transaction data), is and will be owned exclusively by us during the Term of, and following termination or expiration of, this Agreement. You must provide to us in the format we require copies or original files of such data at our request. We license the use of such data back to you, at no additional cost, solely for the Term and solely for your lawful use in the business franchised under this Agreement or in any other business that you own. You may not lease, sell, or rent such data to others.

(c) Customer Facing Technology. We may mandate that you offer free wireless internet access or other accepted means of communication for customers of the Franchised Restaurant. We may also mandate customer facing technology to accept and process food and beverage orders, payments, entertainment options and other means of providing service and an attractive environment to customers.

(d) Privacy & Security. You shall abide by all applicable laws and payment card industry standards pertaining to the privacy and security of consumer, employee, and transactional information ("Privacy Laws"). You shall comply with our System Standards and policies pertaining to Privacy Laws. If there is a conflict between our Standards and policies pertaining to Privacy Laws and applicable law, you shall: (a) comply with the requirements of applicable law; (b) immediately give us written notice of said conflict; and (c) promptly and fully cooperate with us and our counsel to determine the most effective way, if any, to meet our System Standards and policies pertaining to Privacy Laws within the bounds of applicable law. You shall not publish, disseminate, implement, revise, or rescind a data privacy policy without our prior written consent. You shall encrypt personally identifiable information about customers and employees as required by Privacy Laws or the Operations Manual and follow all notification requirements, with a copy of all your outbound notices to us, if any data breach, hack, or unauthorized access event occurs.

(e) Extranet. We may, but are not required to, establish a dedicated website with secure access for communication with and among franchisees and to offer information content relevant to operation of the Franchised Restaurant (the "Extranet"). If we establish an Extranet, then you shall comply with our requirements set forth in the Manuals or otherwise in writing for connecting to the Extranet and utilizing the Extranet in the operation of the Franchised Restaurant. The Extranet may include, without limitation, and if so, will satisfy our obligations under this Agreement to provide to you, the Manuals, training and other assistance materials, and management reporting solutions (both upstream and downstream, as we may direct).

(f) Websites. Unless we otherwise approve in writing, you shall not establish a separate Website (the term "Website" is defined to mean a group of related documents that can be accessed through a common internet address), but shall only have one or more references or webpage(s), as we designate and approve in advance, within our Website. However, you may request to establish a separate Website and shall submit to us with your request, for our prior written approval, a sample of the proposed Website domain name, format, visible content (including, without limitation, proposed screen shots) and non-visible content (including, without limitation, meta tags) in the form and manner we may reasonably require. You may activate the Website only if we so approve in advance in writing (which we are not obligated to approve and which approval we have the right to revoke at any time), in which case then the following conditions shall apply:

1. Any Website owned or maintained by or for your benefit shall be deemed "advertising" under this Agreement, and will be subject to (among other things) our approval of content and appearance under Section 16.

2. You may not add inbound or outbound hyperlinks to or from, or modify the Website without our prior written approval as to such proposed hyperlinks or modification.

3. You shall comply with System Standards for Websites that we may prescribe in the Operations Manual or otherwise in writing.

4. You will establish such hyperlinks to our Website and others as we may request in writing.

5. You will not permit the entry, acceptance or confirmation of delivery or catering orders on the Website that would violate Section 3.

(g) Online Use of Marks and E-mail Solicitations. You shall not use the Proprietary Marks or any abbreviation or other name associated with the Franchised System or us as part of any e-mail address, domain name and/or other identification of you or your Owners in any electronic medium. You will not transmit or cause any other party to transmit on your behalf advertisements or solicitations by e-mail or other electronic media without first obtaining our written consent as to: (a) the content of such e-mail advertisements or solicitations and (b) your plan for transmitting such advertisements. You shall be solely responsible for compliance with any laws pertaining to sending e-mails including but not limited to the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (known as the "CAN-SPAM Act of 2003"). Under no circumstances shall you send any e-mail to a person or address outside the United States.

(h) No Outsourcing without Prior Written Approval. You shall not hire third party or outside vendors other than our Affiliates to perform any services or obligations related to the Technology, Required Software, or any other of your obligations under this Section, without our prior written approval. We may condition our consideration of any proposed outsourcing vendor(s) upon, among other things, such third party or outside vendor's entry into a confidentiality agreement with us and you in a form we provide.

(i) Changes to Technology. The parties acknowledge that technology used in the restaurant business is dynamic and not subject to predictable patterns of development and change. To keep pace with technological needs and opportunities and to support the competitiveness of the Franchised System, you acknowledge that we shall have the right to establish, in writing, new and revised System Standards for the implementation of technology as part of the System. You shall abide by those new or revised System Standards as implemented on a System-wide basis.

10. E-Mail Communication. You acknowledge that we are entitled to rely upon e-mail to communicate with you as part of the economic bargain underlying this Agreement. To facilitate the use of e-mail to exchange information between you and us, you will maintain e-mail capabilities as specified in the Operations Manual. You authorize the transmission of e-mail from and to us, vendors and our affiliates on matters pertaining to the business contemplated under this Agreement. You will provide us with the current e-mail address, and shall immediately notify us of any change of e-mail address and any technical problems with the e-mail account of you and your Owners that would make communications delayed or impossible. If any such e-mail account becomes disabled for any reason, you shall immediately provide us with an alternative e-mail address. You will cause your officers, directors, members and employees (as a condition of their association or position with you) to give their consent (in an e-mail, electronically, or in a pen-and-paper writing, as we may reasonably require) to transmission of our e-mails to them, and such persons shall not opt-out, or otherwise ask to no longer receive e-mails from us during the time that such person works for or is affiliated with you. You acknowledge that if you opt-out or otherwise ask to no longer receive e-mails from us during the Term, you will be in material breach of this Agreement.

11. Restrictive Covenant.

(a) Covenant Not to Compete. During the Term, you may not engage, either directly or indirectly, through any financial or beneficial interest in any other Person, in any Competing Business, other than a Taziki's Mediterranean Café Restaurant licensed by us. For a period of two years after the termination or expiration of this Agreement for any reason, you may not engage in any Competing Business, other than a Taziki's Mediterranean Café Restaurant licensed by us, within your Assigned Area and within the Applicable Radius from any existing Taziki's Mediterranean Café Restaurant, as then listed on our website or any directory we provide to you. We may reduce the duration and/or geographic scope of this provision by written notice to you for applicable law.

(b) Employee Solicitation. For a period of eighteen (18) months after the termination or expiration of this Agreement for any reason, You will not employ or seek to employ any uniquely essential individual who, at the time, currently works or worked during the preceding three months for any of our other licensees or franchisees or for us, except with the consent of the affected licensee or franchisee or with our consent (as applicable). Uniquely essential employees include supervisory or managerial employees who have received training through the MIT Program. We will not employ or seek to employ any individual who, at the time, currently works or worked during the past three months for you, except with your consent.

(c) Customer Solicitation. For a period of eighteen (18) months after the termination or expiration of this Agreement, you will not directly or indirectly solicit, interfere with or accept business from any customer of our other licensees or franchisees related to the provision of services or goods by any Competing Business. The provision is limited to those customers with whom you had material contact, meaning any contact, whether direct or indirect, made for the purpose of encouraging or inducing the customer to engage in business with You during the Term.

(d) Miscellaneous. In the event the provisions of Paragraph 11 are deemed to exceed the time, geographic scope, or other limitations permitted by applicable law, then such provisions shall be reformed to the maximum time, geographic scope, or other limitations, as the case may be, then permitted by such law. In the event You violate the noncompetition or nonsolicitation provisions of this Agreement, the applicable restrictive time periods shall be extended for an amount of time equal to length that You were in breach of those provisions.

12. Confidential Information. You acknowledge you have no interest whatsoever in the Franchised System except the license in this Agreement. You acknowledge that the Franchised System constitutes our proprietary information including some Confidential Information and that the use or duplication of the Franchised System other than as permitted under this Agreement will constitute an unfair method of competition. You will not use the Franchised System in any business or any capacity for the benefit of any Person except as permitted under this Agreement or another written agreement with us. You will take all appropriate actions to preserve the confidentiality of all Confidential Information. Access to Confidential Information should be limited to persons who need the Confidential Information to perform their jobs and are subject to your general policy on maintaining confidentiality as a condition of employment or who have first signed a confidentiality agreement. You will not permit copying of Confidential Information (including, as to computer software, any translation, decompiling, decoding, modification or other alteration of the source code of such software). You will use Confidential Information only for the Facility and to perform under this Agreement. Upon termination (or earlier, as we may request), you shall return to us all originals and copies of the System Standards Manual, policy statements and Confidential Information "fixed in any tangible medium of expression," within the meaning of the U.S. Copyright Act, as amended. Your obligations under this subsection commence when you sign this Agreement and continue for trade secrets (including computer software we license to you) as long as they

remain secret and for other Confidential Information, for as long as we continue to use the information in confidence, even if edited or revised, plus three years. We will respond promptly and in good faith to your inquiry about continued protection of any Confidential Information.

13. Franchised System Management.

(a) Ownership. We represent with respect to the Proprietary Marks that we, or one of our affiliates, is the owner of all rights, title, and interests in and to the Proprietary Marks. We and our affiliates have taken and will take all steps reasonably necessary to preserve and protect the ownership and validity in and of the Proprietary Marks.

(b) Display of Marks. Your use and display of the Proprietary Marks will be subject to the following: (i) You shall use only the Proprietary Marks we designate, and use such Proprietary Marks only in the manner we authorize and permit; (ii) you shall use the Proprietary Marks only for the operation of the Franchised Restaurant and only at the Location authorized under this Agreement, or in advertising for the Franchised Restaurant; (iii) unless we otherwise authorize or require, you shall operate and advertise the Restaurant only under the name “Taziki’s Mediterranean Cafe,” without prefix or suffix; (iv) during the Term, you shall identify yourself (in a manner reasonably acceptable to us) as the owner of the Franchised Restaurant when you make any use of the Proprietary Marks, including, but not limited to, uses on invoices, order forms, receipts and contracts, as well as the display of a notice in such content and form and at such conspicuous locations on the premises of the Franchised Restaurant as we may designate in writing; (v) your right to use the Proprietary Marks is limited to such uses as are authorized under this Agreement and the Operations Manual, and any unauthorized use thereof shall constitute an infringement of the rights of the owner of the Proprietary Marks; and (vi) you shall execute any documents deemed necessary by us or our counsel to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability.

(c) Prohibitions. You are prohibited from using the Proprietary Marks, including “Taziki’s Mediterranean Cafe” to: (i) incur any obligation or indebtedness on behalf of yourself or us; and (ii) be all or part of your entity name or other legal name, or as part of any e-mail or other electronic media address, domain name, URL, social media identifier, user name or other identification of you or your Owners in any electronic medium, or as a metatag, paid search term, or in any search engine optimization program, except as we expressly authorize in writing, in the Operations Manual or in any policy regarding Internet activity.

(d) Internet Use. We reserve the right to establish, modify and terminate policies and procedures about Internet marketing, publicity, social media, blogging and other activity as part of System Standards included in the Operations Manual. You shall not register, purchase or obtain the right to control the content offered under any domain name or website that includes any Proprietary Mark except with the prior written consent of or as part of the marketing program controlled or approved by us.

(e) Infringements. You shall promptly notify us of any suspected infringement of the Proprietary Marks, any known challenge to the validity of the Proprietary Marks, or any known challenge to our ownership of, or your right to use, the Proprietary Marks we license to you. You acknowledge that we shall have the sole right to direct and control any civil, administrative or other proceeding involving the Proprietary Marks, including any settlement. We shall also have the sole right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. If we undertake the defense or prosecution of any litigation relating to the Proprietary Marks, you shall execute any and all documents and do such acts and things as may, in the opinion of our counsel, be necessary to carry out such defense or prosecution, including, without limitation, becoming a nominal party to any legal action.

(f) Our Defense of You. If you use the Proprietary Marks in compliance with this Agreement, we will defend you at our expense against any third-party claim, suit or demand involving the Proprietary Marks arising out of your proper use thereof. We will reimburse you for your out-of-pocket costs in doing what we request under this Section, excluding the compensation costs of your employees, and we will pay the costs of any judgment or settlement. If such litigation is the result of your use of the Proprietary Marks in a manner not in compliance with this Agreement, you shall reimburse us for the costs of such litigation, including, without limitation, our attorney's fees and the cost of any judgment or settlement.

(g) Reservation of Rights. You expressly understand and acknowledge that: (i) we and our affiliates are the owners of all rights, title and interests in and to the Proprietary Marks and the goodwill associated with and symbolized by them; (ii) the Proprietary Marks are valid and serve to identify the Franchised System and those who are authorized to operate under the Franchised System; (iii) neither you nor any of your Owners shall directly or indirectly contest the validity or the ownership of the Proprietary Marks, nor shall you, directly or indirectly, seek to register the Proprietary Marks with any government agency, except with our express prior written consent; (iv) your use of the Proprietary Marks does not give you any ownership interest or other interest in or to the Proprietary Marks, except the license granted by this Agreement; (v) any and all goodwill arising from your use of the Proprietary Marks shall inure solely and exclusively to our benefit, and upon expiration or termination of this Agreement and the license granted under this Agreement, no monetary amount shall be assigned as attributable to any goodwill associated with your use of the System or the Proprietary Marks; and (vi) the right and license of the Proprietary Marks granted to you is not exclusive, and we have and retain the rights, among others:

1. To use the Proprietary Marks ourselves to offer and sell products and services;
2. To grant other licenses for the Proprietary Marks, in addition to those licenses already granted to existing franchisees; and
3. To develop and establish, or to become affiliated with, other systems using the same or similar Proprietary Marks, or any other proprietary marks, and to grant licenses or franchises thereto without providing any rights therein to you.

(h) Substitute Marks. We reserve the right to substitute different Proprietary Marks for use in identifying the Franchised System and the restaurant businesses operating thereunder if our currently owned Proprietary Marks no longer can be used, or if we determine that substitution of different Proprietary Marks will be beneficial to the Franchised System.

(i) Control of Franchised System. We will control and establish requirements for all aspects of the System. We may, in our discretion, change, delete from or add to the Franchised System, including any of the Proprietary Marks or Standards, in response to changing market conditions. We may, in our discretion, permit deviations from System Standards, based on local conditions and our assessment of the circumstances.

(j) Improvements. All present and future distinguishing characteristics, improvements and additions to or associated with the Franchised System by us, you or others, including, without limitation, all new and improved recipes and preparation instructions for menu items, ingredients, new menu items and the like, and all present and future service marks, trademarks, copyrights, and service mark and trademark registrations used and to be used as part of the Franchised System, and the associated goodwill, shall be our property and will inure to our benefit. You acknowledge that Standards

include non-functional trade dress that is an integral part of the System, and you covenant that you will not, directly or indirectly through an affiliate, use the trade dress in any structure that is not the Franchised Restaurant. You also acknowledge that such Intellectual Property includes any recipes, ideas, inventions, concepts, instructions, techniques of cooking, preparation, display or service, or other know-how developed, marketed, or licensed as part of the Franchised System, whether created by us, an Affiliate, a predecessor, licensor or by you with our approval as outlined in the Operations Manual. You grant to us a non-exclusive, perpetual, royalty-free worldwide license of all recipes, concepts, instructions, ideas, inventions, techniques of cooking, preparation, display or service, or other know-how, advertising materials and trade secrets created by or for you for use in, by or for the Franchised Restaurant, and you acknowledge that we and our Affiliates may incorporate, modify, supplement, sublicense or otherwise commercialize such information as part of the Franchised System or in any other manner. At our request and expense, we may require you to execute and deliver an assignment of the ownership rights to any such Intellectual Property or such other writing as we may request to transfer ownership to us, or pursue registration or other legal protection for such Intellectual Property.

(k) Operations Manual. During the Term, we will provide you with access to the Operations Manual, one copy of which you acknowledge having received on loan from us, in a format we choose (including, without limitation, paper, CD/DVD or online). We may from time to time revise the contents of the Operations Manual, and you will follow our instructions to make corresponding revisions to all your copies of the Operations Manual and to comply with each change in any System Standard. If there is any dispute as to the contents of the Operations Manual, the master copy of the Operations Manual we maintain in our home office shall be controlling.

(l) Manual Controls. The Operations Manual shall at all times remain our sole property regardless of format and shall at all times be kept, and the access codes and procedures for electronic versions shall be kept, in a secure place on the Franchised Restaurant premises. You shall at all times treat the Operations Manual, any other written material created for or approved for use in the operation of the Franchised Restaurant and the information contained therein as confidential and shall use all reasonable efforts to maintain such information as proprietary and confidential. Except for those portions of the Operations Manual that we designate in writing as appropriate for copying and use at the Franchised Restaurant, you shall not at any time copy, duplicate, record or otherwise reproduce the foregoing materials, in whole or in part, nor otherwise make the same available to any unauthorized person.

14. Reports and Records. On Tuesday of each week, you will deliver to us a statement of the Net Cash Sales of the Franchised Restaurant for the preceding week of the Reporting Period. Within 20 days after the end of each Reporting Period, you will deliver to us a complete profit and loss statement for the Franchised Restaurant in a form prescribed by us (and any other statistical reports which we may require under the Operations Manual) for the Reporting Period upon written request. You also will send us a copy of all sales tax returns filed for the Franchised Restaurant as and when filed with each appropriate taxing authority. Within 90 days after the end of each fiscal year, you will deliver to us a complete profit and loss statement covering the operations of the Franchised Restaurant for the preceding fiscal year and a balance sheet dated as of the close of that fiscal year. You will keep all records of the Franchised Restaurant for at least seven years after the end of the fiscal year in which they are created in a manner and form satisfactory to us and will deliver any additional financial, operating and other information and reports which we may request on the forms and in the manner we prescribe in the Operations Manual. We will have the right to assemble and disseminate to third parties financial and other information regarding you and other franchisees to the extent required by law or to the extent necessary or appropriate to further the interests of the Franchised System as a whole. We will have the right to disclose your business name, address, and telephone number as they appear in our records in our franchise disclosure documents and to any Person making inquiry as to the ownership of the Franchised

Restaurant. We will not disclose specific financial information regarding you or the Franchised Restaurant to any Person without (a) your consent or (b) compulsion of law.

15. Inspection, Testing and Audit. We will have the right to inspect your Franchised Restaurant at any time during or immediately before or after regular business hours during the Term, with or without notice to you as part of our evaluation and quality assurance programs, including an FSA. You will also permit us or our agents, at any reasonable time, to remove samples of food or non-food items from your inventory, or from the Franchised Restaurant, without payment for such items, in amounts reasonably necessary for testing by us or an independent laboratory to determine whether said samples meet our then current System Standards and specifications. In addition to any other remedies we may have under this Agreement, we may require you to bear the cost of such testing if the supplier of the item has not previously been approved by us or if the sample fails to conform to our specifications. We also will have the right to audit your accounts, books of original entry, records and tax returns (including, without limitation, state and local sales tax reports and federal, state and local income tax returns) at all times during and after the Term. You will make copies of those items available for audit at our corporate offices at your cost. If the audit discloses that Net Cash Sales actually exceeded the amount you reported, you immediately must pay us any additional fees required by Section 5 plus interest at the rate specified in Section 5. If the audit discloses that Net Cash Sales actually exceeded the amount reported by an amount equal to 2% of the originally reported Net Cash Sales or more, you also must reimburse us for our out-of-pocket costs and allocable administrative costs and overhead incurred for the audit and its enforcement.

16. Local Marketing. During each fiscal quarter, we require that you spend at least 1% of Net Cash Sales for local marketing and promotional expenses of the Franchised Restaurant. We recommend that you spend at least 2% of Net Cash Sales for local marketing and promotional expenses of the Franchised Restaurant. Local marketing and promotional expenses include the cost of direct mail solicitations, public relations activities, community events and sponsorships, newspaper advertisements, telephone book listings and advertisements, and other distributed promotional materials. Local marketing and promotional expenses do not include amounts spent on sign rental, paper products, or food items which may contain one or more of the Proprietary Marks. You will conduct all marketing and promotional activities that use the Proprietary Marks or refer to the Franchised Restaurant in a dignified manner and in compliance with the System Standards and requirements we specify. You will submit for our approval samples of all advertising and promotional materials that you wish to use at least 30 days before making any financial commitment to use the materials. We will give you notice of any objections to the proposed materials within 10 days after their receipt. If you fail to discontinue the use of any unapproved materials within five days after notice from us, we may enter the Franchised Restaurant, remove any unapproved materials and hold the materials for proper disposition according to your instructions.

17. Advertising Cooperative. We may establish one or more advertising cooperatives from time to time and, further, may modify, terminate, and reform any existing advertising cooperative at any time in our sole discretion. If the Franchised Restaurant operates within a DMA for which an approved advertising cooperative exists, you will contribute to the advertising cooperative the amounts required by the cooperative up to 2% of the Net Cash Sales of the Franchised Restaurant during each Reporting Period. Any such payments made to any cooperative will count towards satisfaction of your minimum local advertising spending under Section 16. All Taziki's Mediterranean Café Restaurants that we or our Affiliates operate will participate in any advertising cooperative that we establish for the DMA in which they are located on the same basis as the Franchised Restaurants in the DMA. We will administer the cooperative unless we designate another party to perform the administrative functions. The cooperative may have written governing documents that we must provide or approve, which will be available for all participants in the cooperative to review. Each cooperative will maintain accounting records and compile

financial statements that will be available for review by all participants. We retain the power to require any cooperative to be formed, changed, dissolved or merged with another cooperative.

18. Gift Cards. You shall participate in promotional programs we develop for the Franchised System in the manner we direct in the Operations Manual or otherwise in writing. Additionally, we may sell or otherwise issue gift cards or certificates (together, "Gift Cards") that have been prepared utilizing the standard form of Gift Card we provide or designate. You shall fully honor all Gift Cards that are in the form we provide or approve, regardless of whether a Gift Card was issued by us or another sponsor. You will sell, issue and redeem Gift Cards in compliance with procedures and policies we specify in the Operations Manual or otherwise in writing, including those relating to procedures by which you shall request reimbursement for Gift Cards issued by other Franchised System Restaurants and for making timely payment to us or other franchisees of Gift Cards issued from your Franchised Restaurant honored elsewhere.

19. Marketing Fund. We have established a marketing fund (the "Marketing Fund"). You will pay a Marketing Fee to us in an amount equal to up to 1.00% (as we designated in the Operations Manual) of the Net Cash Sales of the Franchised Restaurant. Attachment A lists the Marketing Fee in effect on the Effective Date. We will account for all Marketing Fees we collect in a separate account. We also may deposit the marketing, promotional and other payments we receive from suppliers into the Marketing Fund. We will disburse the Marketing Fund to pay for marketing, advertising, promotional, public relations, and other similar activities intended to benefit Taziki's Mediterranean Café Restaurants, and their administration. Those activities may include (without limitation) (a) market research, (b) marketing technology development and implementation, (c) customer service, loyalty and reward programs, (d) media purchases, (e) advertising production, (f) advertising and public relations agency fees and expenses, and (g) product research and development. We also may use the Marketing Fund to pay or reimburse us for our administrative overhead incurred for activities supported by the Marketing Fund. Any money in the Marketing Fund not spent at the end of each fiscal year will remain in the Marketing Fund, provided that amounts contributed to the Marketing Fund may be used to pay taxes associated with unspent amounts on deposit in the Marketing Fund. We will have the sole and exclusive discretion to direct all activities and programs funded by the Marketing Fund. We generally will administer the Marketing Fund for the benefit of all Taziki's Mediterranean Café Restaurants. You acknowledge that we have no obligation expend Marketing Fund amounts for your benefit equivalent or proportionate to your Marketing Fees, and we do not warrant or guaranty that you will receive or derive any benefit from Marketing Fund activities. We will make all studies and reports produced by the Marketing Fund available to you at no cost as Confidential Information. We will make copies of all materials produced by the Marketing Fund for franchisee use available to you at your expense. We may suspend, terminate, and reinstate the Marketing Fund at any time. The Marketing Fund will not terminate, however, until we have spent all money in the Marketing Fund for the purposes set forth above.

20. Publicity and Promotional Materials. We will have the right to photograph the Franchised Restaurant and to use the photographs in any of our publicity or advertising programs. You consent to such photography and use, and covenant to cooperate in securing the photographs and the consents of any individuals pictured. You will place franchised recruitment advertising and promotional materials for Taziki's Mediterranean Café franchises in the Franchised Restaurant if and when we so request.

21. Insurance.

(a) Before opening the Franchised Restaurant, you must obtain and thereafter maintain during the Term the following minimum amounts and policy forms of insurance from a

responsible carrier or carriers authorized to write coverage in your state having an A.M. Best rating of at least A-VI and that we find acceptable. The type of coverage includes:

1. Commercial General Liability coverage (\$1 million single limit per occurrence; \$2 million general aggregate limit, for both general liability and products /completed operations liability) for personal injury and property damage, including premises, independent contractors, products and completed operations, contractual, personal and advertising liability, on an occurrence basis, with coverage on a 1986 or later ISO commercial general liability form policy;
2. “All Risk” property coverage including a property damage limit for the full cost of replacement of the Franchised Restaurant and business interruption coverage for up to twelve months of projected earnings;
3. Business Automobile Liability covering liability arising out of any auto (including owned, hired and non-owned autos), with a minimum of \$1 million combined single limit each accident;
4. Workers’ Compensation or legally appropriate alternative covering all employees and contractors working at the Franchised Restaurant for statutory limits and Employers Liability with minimum limits of \$1 million bodily injury for each accident, \$500,000 bodily injury by disease for each employee and \$500,000 bodily injury disease aggregate;
5. A \$2 million Umbrella Policy on an occurrence basis excess of covering excess of the underlying insurance described in (1), (3) and (4) above which is at least as broad as each and every underlying policy, provided that you may purchase more underlying coverage and less umbrella coverage under such policies as long as you maintain the total amount of the limits specified for each coverage area
6. Liquor Liability insurance (if applicable) (Minimum Limit \$1 million);
7. Other insurance as may be required by the state or locality of the Franchised Restaurant;
8. Employment practices liability insurance with a limit of \$500,000; and
9. Employee Dishonesty/Fidelity insurance with a limit of \$100,000.

(b) Other Provisions. All the liability insurance policies, other than Workers’ Compensation, must name us, Taziki’s Inc. and our respective officers, directors, members, shareholders, partners and employees as additional insureds on a primary noncontributory basis for operations of the Franchised Restaurant. The form of additional insured endorsement will be ISO CG 2010 11 85 Form B or its equivalent. If the additional insured has other insurance applicable to a loss, it will be on an excess or contingent basis. The additional insured’s insurance coverage will not be reduced by the existence of such other insurance. Your policies must constitute primary policies of insurance with regard to other insurance, must contain a waiver of subrogation provision in favor of us as it relates to the operation of the Franchised Restaurant, and must provide for at least 30 days’ notice to us prior to cancellation, non-renewal or amendment. Your policies may provide the minimum limits set forth above through a single policy or through the combination of primary and umbrella policies. We may modify the policy limits, policy requirements and coverage types during the Term in the Operations Manual.

(c) Certificate of Insurance. Before you commence renovation or construction of the Franchised Restaurant, you must furnish us with certificates of insurance evidencing that you have obtained the required insurance in the forms and amounts as specified above. You must deliver evidence of the continuation of the required insurance policies at least 30 days prior to the expiration dates of each

existing insurance policy. If you fail to acquire and maintain the required insurance coverage, we will have the right (but not the obligation), at your expense, to acquire and administer the required minimum insurance coverage on your behalf. We may end all our duties with respect to the administration of any required insurance policies by giving you 10 days' notice.

(d) Remedial Insurance. If you, for any reason, shall fail to procure or maintain the insurance required by this Agreement and the Operations Manual, we shall have the right and authority (without any obligation to do so) immediately to procure such insurance and to charge the cost to you, together with a reasonable fee for acquiring each policy. You shall pay the same to us immediately upon notice.

22. Assignments & Transfers.

(a) Our Assignments. We may assign, delegate or subcontract all or any part of our rights and duties under this Agreement, including by operation of law, without notice and without your consent. You are not the third party beneficiary of any contract with a third party to provide services to you under this Agreement, but we are responsible for the performance of all of our obligations to you under this Agreement. We may dissolve, terminate and wind up our business under applicable law but we will transfer the System and this Agreement to a party that will perform the franchisor's obligations and that will assume this Agreement in writing. We will have no obligations to you after you are notified that our transferee has assumed our obligations under this Agreement except those that arose before we assign this Agreement.

(b) Your Assignments. This Agreement is personal to you (and your Owners if you are an entity). We are relying on your experience, skill, and financial resources (and that of your Owners and the guarantors, if any) to sign this Agreement with you. You may not directly or indirectly engage in a Transfer, without our prior consent, which we may withhold or condition in our sole discretion, except as expressly permitted under this Agreement. We condition our consent on satisfaction of one or more of the following: (i) the proposed transferee must satisfy all of the requirements and conditions then being used to qualify as a new franchisee of ours; (ii) the proposed transferee must comply with Section 24; (iii) you must satisfy all of your monetary obligations then due and owing to us and our Affiliates; (iv) you must cure all existing defaults under this Agreement; (v) you and your guarantors must execute and deliver a general release of all claims and causes of action against us and our Affiliates; (vi) the transferee must execute and deliver our then current form of franchise agreement with the same Royalty Fee and the same expiration date and remaining renewal term (if any) as set forth in this Agreement; and (vii) you must pay us a transfer fee equal to 50% of the initial fee we would then charge for the Franchised Restaurant if you transfer this Agreement or the Franchised Restaurant, or in the event of an ownership change (a "Control Change") involving Control of 50% or more of your equity interests, or effective Control over the management of your business by modification of your Core Agreement (defined below). A proposed transferee is not eligible for our consideration if the transferee or any of its owners has had a Franchise Agreement with us or any affiliated franchise system terminated for cause, is affiliated with a competitor, or would be in breach of Section 11 immediately upon closing of the transaction. However, a Transfer that is (1) an initial transfer of the Franchised Restaurant and this Agreement from an individual to an entity owned by the individual, or (2) other than a Control Change, conveyance of the equity interests conveyed by any the Owners listed on Attachment A to any of the other Owners listed on Attachment A or any member of their immediate family does not require our consent or payment of a transfer fee. We will waive the transfer fee if the Control Change results from conveyance of the equity interests between the persons listed on Attachment A so long as you obtain our consent prior to executing the transaction. We may withhold or condition our consent to such a transaction among existing equity Owners in our sole discretion. If you are an individual, then in the event of your death, permanent disability or appointment of a guardian for you, this Agreement will terminate 90 days after your death,

permanent disability or appointment of a guardian unless we give our consent within that 90-day period to the assignment of this Agreement to a successor in compliance with this paragraph. You will notify us in writing of any change in the information stated on Attachment A before or within 10 days after such events. If our consent and the transfer procedures stated above are not required, we will produce and send to you a revised Attachment A that will be a unilateral amendment to this Agreement not requiring your signature to be effective.

23. Right of First Refusal. Prior to the sale or transfer of any interest that constitutes Control (the “Offered Interest”) of the Franchised Restaurant or of you, you must notify us of the proposed sale or transfer and deliver to us the name and address of the proposed purchaser or transferee, the proposed purchase price, and all other terms and conditions of the proposed sale or transfer of the Offered Interest. In addition, you must deliver to us one photocopy of all proposed purchase agreement, if any and all other agreements and instruments signed and to be signed in the transaction, and copies or electronic access to all diligence, offering and other materials furnished to the proposed purchaser as part of the selling process. Within 30 days after we receive the foregoing notice and materials, we will have the right and option to send notice to you that we intend to acquire the Offered Interest on the same terms and conditions as contemplated by the third party. If we do not send notice of our intent to acquire the Offered Interest within the 30-day period, you may proceed with the sale or transfer as disclosed to us, subject to our rights as set forth in Section 22 of this Agreement, as long as the terms and conditions of the sale or transfer stay identical to those as originally disclosed to us. Our failure to exercise our right of first refusal will not constitute a waiver of any other provision of this Agreement, or our right of first refusal as to any subsequent proposed sale or transfer. Any material change in the terms of the proposed sale or transfer prior to closing will constitute a new sale or transfer, subject to the same right of first refusal by us as for the initial sale or transfer. Any sale or transfer attempted without first giving us the right of first refusal specified in this Section 23 will render the attempted sale or transfer null and void. We may utilize the remedy of specific performance to enforce this right.

24. Business Entity Franchisee. If you constitute a business entity, each of your Owners must execute the Guaranty and Restriction Agreement attached as Attachment C. Your certificate of incorporation, shareholders’ agreement, partnership agreement, trust agreement, operating agreement, or other similar agreement (a “Core Agreement”) must provide that your purpose will consist only in the development, ownership, operation and maintenance of Taziki’s Mediterranean Café Restaurants. The Core Agreement must prohibit the issuance of any additional equity ownership interests or the transfer, assignment or pledge of any issued equity ownership interests without our consent and must provide that each certificate or document issued to evidence any equity ownership interest will contain a legend disclosing the foregoing restriction. In giving our consent under Section 22 to any issuance or transfer of your equity interests, we may in our discretion impose one or more conditions, including (without limitation) the requirement that the individual beneficial owner of the equity ownership interest execute the form of Guaranty and Restriction Agreement attached as Attachment C or a supplement to the original such Agreement acceptable to us in form and substance adding such person as a guarantor. You must deliver to us the documents demonstrating compliance with this Section when we so request.

25. Death or Appointment of Guardian or Conservator of a Principal. Upon the death of an Owner, or the appointment of a permanent guardian or conservator to manage the Owner’s affairs, the Owner’s trustee, conservator, or other personal representative may hold the deceased’s equity interest in the franchisee entity for up to one year and may only transfer the deceased’s interest from the estate, a testamentary trust or inter vivos trust to a third party we approve under the procedures set forth in this Agreement. If the Owner was the Owner-Operator, then we may treat the personal representative, trustee, or conservator as the Owner-Operator until you appoint someone else. Any failure to commence administration of the decedent’s estate within 90 days after death or any distribution of the decedent’s

equity interest in the franchisee entity without our consent if such distribution operates as an assignment and our consent is required under this Agreement, is a material breach of this Agreement.

26. Temporary Disability of An Owner. If a physician, court, or administrative agency determines that an Owner-Operator or an Owner owning a controlling interest in you has become temporarily disabled and incompetent to manage his or her own affairs, we have the right to require that a different Owner-Operator be appointed until the Owner's permanent status is determined. We may require that the Owner's equity interest be transferred to a third party acceptable to us following the assignment conditions and procedures in this Agreement if the temporary disability does not resolve within six months after the temporary disability is determined.

27. Securities Offerings. If you intend to engage in a public or private offering of your equity interests, then you must submit for our review your offering materials or prospectus before you file the document or commence its use. No offering by you or any affiliate shall imply (by use of the Proprietary Marks or otherwise) that we are participating in an underwriting, issuance or offering of your securities or those of affiliates. Our review of any offering material shall be limited solely to the relationship between you and us (and any of our affiliates, if applicable), an accurate description of our System, and the absence of any disclosure of confidential information about us or the System. We may, at our option, require that the offering materials make a written statement we prescribe about the limitations stated in the preceding sentence. Your indemnification obligations in Section 35 include claims relating to your securities offering, disclosure materials and compliance with applicable laws and regulations. For each proposed offering, you shall pay us a non-refundable fee of \$10,000 or such a greater amount as is necessary to reimburse us for our reasonable costs and expenses (including legal and accounting fees) for reviewing the proposed offering materials. You must submit your offering materials for our review at least 30 days in advance of the anticipated filing or release date. Any such offering shall be subject to our approval as to the structure and voting control of the offeror (and you, if you are not the offeror) after the financing is completed.

28. Termination by You. If we substantially fail to perform any of our material obligations to you under this Agreement, you must give us written notice of non-performance and at least 60 days to cure the failure. If the failure continues at the end of such 60-day cure period, you may terminate this Agreement on written notice to us delivered at any time before we cure the failure. You may not withhold the payment of any fees due under this Agreement during the pendency of cure period, and any payment by you of fees accruing after the expiration of the cure period will be deemed a waiver of our default by you.

29. Termination by Us for Incurable Defaults. We may terminate this Agreement effective immediately (or at the earliest time allowed under applicable law) upon written notice to you for any of the following events:

(a) You close or abandon the Franchised Restaurant for a period of three or more days in any seven-day period except for any remodeling or vacation we approve in advance;

(b) You or any of your Owners request the appointment of a receiver or have a receiver appointed for the Franchised Restaurant, you or any of your or their assets;

(c) You or any of your Owners become insolvent or make a general assignment for the benefit of your or their creditors;

(d) You or any of your Owners commence a case for relief or have an order for relief entered for you or them under the United States Bankruptcy Code;

(e) You or any of your Owners suffer a conviction for, or plead guilty or *nolo contendere* to a crime involving moral turpitude or any other offense reasonably likely, in our opinion, to have an adverse effect on the goodwill of the Proprietary Marks or name and reputation with the consuming public of Taziki's Mediterranean Café Restaurants;

(f) We discover a material inaccuracy in any of your representations in this Agreement or in any application you submitted to us to become a franchisee;

(g) You maintain false books or records, including tax records;

(h) You breach the same provision of this Agreement on three occasions within any 12-month period, with our having given you the required notice of the first two breaches (whether or not timely cured by you); or

(i) You commit a breach which, by its nature, you cannot cure or with regard to which you notify us that you do not intend to cure.

30. Termination by Us for Curable Defaults. We may terminate this Agreement if you fail to cure any monetary default after at least five business days' notice of the monetary default. We may terminate this Agreement if you fail to cure any non-monetary default after at least 30 days' notice of the non-monetary default. A monetary default means your failure to make any payments as and when due to us or to our Affiliates, or to maintain the insurance required under this Agreement. A non-monetary default means (a) any default in the performance of any of your other obligations under this Agreement or any other agreement with us or our Affiliates, other than the failure to make any payments as and when due to us or our Affiliates; or (b) any condition which makes the continued operation of the Franchised Restaurant more likely than not a danger to public health or safety.

31. Termination by Us for Commercial Impracticability. The parties agree that the commercial purpose of this Agreement is for Franchisor to license the System specified by Franchisor to Franchisee for use in operating the Franchised Restaurant strictly in accordance with the Operations Manual, in exchange for payment of the fees and under the conditions set forth in this Agreement. This Agreement intends for Franchisee to control the terms and conditions of employment for the employees of the Franchised Restaurant, and to supervise such employees as their employer, as set forth in Section 38, without constituting Franchisor as a joint employer of Franchisee or Franchisee's employees. Franchisee acknowledges that Franchisor is not in the business of owning and operating any Franchised Restaurant, and Franchisee has independently decided to enter into this Agreement to obtain the right to use the System so as to enter into the trade and business contemplated by the System. Franchisor may terminate this Agreement by written notice to Franchisee without penalty and without payment of any refunds or damages to Franchisee, and Franchisee will follow its post-termination obligations under Section 33 at its expense, if Franchisor determines in its sole discretion that either (i) a law or regulation is enacted, promulgated, repealed, modified or amended, (ii) a judicial or administrative tribunal or administrative agency has issued, published or released a decision, ruling or opinion in a matter not involving the parties directly or indirectly that Franchisor reasonably expects will affect applicable law or its interpretation, or (iii) an administrative agency, arbitrator or judge has issued an interim or final decision in a matter in which the parties are involved directly or indirectly, which (A) frustrates or adversely affects or could reasonably be expected to affect adversely the purposes of this Agreement, (B) makes performance of this Agreement commercially impracticable, (C) effectively modifies the allocation of risk, benefits and burdens agreed by the parties, (D) deprives any Party of its benefits of the bargain struck by the parties, as originally set forth in this Agreement, or (E) determines that an employment or a joint employment relationship exists between Franchisor and Franchisee.

32. Certain Waivers.

(a) You and we waive the right to pursue and receive any exemplary and punitive damages against the other party in any dispute arising under this Agreement or relating to the franchise relationship, whether asserted as a related or independent tort, as a breach of contract, or as any other claim or cause of action based on constitutional, statutory, or common law.

(b) **THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION RELATED TO THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE FRANCHISOR, THE FRANCHISEE, ANY GUARANTOR, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.**

33. Obligations Upon Termination or Expiration.

(a) Upon the termination or expiration of this Agreement for any reason, all of your rights under this Agreement will terminate and you will (a) abide by the non-competition and confidentiality provisions contained in Sections 11 and 12 of this Agreement; (b) promptly pay us and our Affiliates all amounts then due us and them; (c) not use or adopt the Franchised System or any of the Proprietary Marks or Intellectual Property; (d) remove from the Franchised Restaurant all signs, emblems and displays using any Proprietary Marks or identifying it as associated with the Franchised System; (e) cease to use and return to us the Operations Manual and other proprietary materials delivered to you under this Agreement; (f) change the exterior and interior design and decor of the Franchised Restaurant and make any and all changes in signs, buildings and structures which we direct to distinguish the building from its former appearance as a Taziki's Mediterranean Café Restaurant; (g) cease to hold yourself out in any way as our franchisee or to do anything which would indicate any relationship between you and us, except pursuant to the terms of a separate agreement with us; and (h) transfer to us all telephone listings, domain names, and web pages for the Franchised Restaurant or which contain, use or display any of our Proprietary Marks or Intellectual Property. You will complete all modifications within 30 days after the termination or expiration of this Agreement. If you fail to complete such modifications or fail to transfer or return such property within 30 days as contemplated above in this Section, or should you indicate at such time earlier than 30 days that you do not intend or are unable to comply with this Section, you appoint us as your attorney-in-fact to perform such acts in your stead and for your account. You will reimburse us for all our costs and expenses, including without limitation administrative overhead and employee salaries, that we may incur in acting as your attorney-in-fact to perform such acts.

(b) You acknowledge that the parties cannot determine the exact amount of damages resulting from termination prior to the expiration of a term. If this Agreement terminates for any reason other than our material breach and our failure to cure the breach within a reasonable time after you give us written notice of the breach but not less than 60 days, then in addition to any and all other remedies and causes of action available to us, you will pay us liquidated damages in addition to amounts due to us accruing under this Agreement prior to termination. The amount of liquidated damages shall equal the average monthly Royalty Fees payable to us for the twelve months preceding the date of termination, multiplied by the lesser of 24 or the number of months remaining in the term at the time of termination. You and we agree that it is a reasonable estimate of the actual damages which we will sustain as a result of the breach and is not a penalty. The liquidated damages will constitute neither a waiver of your obligation to comply with the foregoing post-termination requirements nor a license to use the Franchised System.

34. Our Option to Purchase. Upon the termination or expiration of this Agreement for any reason, we will have the option to purchase the Franchised Restaurant, including the land or leasehold

interest in the Location, improvements, fixtures, and equipment comprising the Franchised Restaurant, at the fair market value of the Franchised Restaurant. We will have the right to set off all amounts you owe us against any payment for the assets purchased. We will exercise our option under this Section by giving you notice of the exercise of the option at least 30 days prior to the expiration of this Agreement or within 30 days after the early termination of this Agreement. We will close the transaction within 60 days after the exercise of our option. At the closing, you will transfer the assets comprising the Franchised Restaurant to us by special warranty deed (or assignment of leasehold estate) and bill of sale in form and substance acceptable to us. You and we will resolve any dispute regarding the fair market value of the Franchised Restaurant by arbitration, provided that the arbitrator shall be an accountant or investment banker experienced with the valuation of businesses similar to the Franchised Restaurant. Such proceeding will be final and binding arbitration under the Rules for Commercial Arbitration of the American Arbitration Association. The Federal Arbitration Act will apply. The arbitration will take place before one arbitrator selected by the American Arbitration Association. The arbitration will take place in the city in which we then have our principal place of business. Currently our principal place of business is located in Vestavia Hills, Alabama in Jefferson County. The parties will conduct any arbitration proceeding and resolve any dispute on an individual basis only and not on a class-wide or multiple-party basis. The prevailing party will have the right to enter the award of the arbitrator in any court having jurisdiction. The award will not have any precedential or collateral estoppel effect on any other dispute. Our option under this Section will not affect or limit our rights under any security agreement or our subrogation rights under any guaranty or surety agreement.

35. Indemnification by Franchisee.

(a) You will, at all times, indemnify and hold harmless to the fullest extent permitted by law, us, our parent entity (member), our affiliates, the respective shareholders, members, directors, officers, employees, agents and representatives of each of them, and their respective successors and assigns, from all Losses and Expenses incurred in any action, suit, proceeding, claim, demand, investigation or inquiry (formal or informal), or any settlement thereof (whether or not a formal proceeding or action has been instituted) which arises out of or is based upon any of the following:

1. Your infringement, alleged infringement or any other violation or alleged violation of any trademark, copyright or other proprietary right owned or controlled by third parties;
2. Your violation, breach or alleged violation or breach (i) of any contract, federal, state or local law, regulation, ruling, standard or directive or (ii) arising out of your business activities hereunder;
3. Libel, slander or any other form of personal injury by you or arising out of your business activities hereunder;
4. Your violation or breach of any warranty, representation, agreement or obligation in this Agreement; or
5. Acts, errors, or omissions of you or any of your agents, servants, employees, contractors, Owners, partners, affiliates, or representatives.

(b) Notice of Claims. You will give us notice of any such action, suit, proceeding, claim, demand, inquiry, or investigation. At your expense and risk, we may elect to assume (but under no circumstance is obligated to undertake), the defense and/or settlement of any such action, suit,

proceeding, claim, demand, inquiry or investigation. Such an undertaking by us shall, in no manner or form, diminish your obligations under this Section.

(c) Risk of Loss. All Losses and Expenses incurred under this Section shall be chargeable to and paid by you as your obligations of indemnity under this Section, regardless of any actions, activity or defense undertaken by us or the subsequent success or failure of such actions, activity or defense.

(d) No Assumption of Liability. The persons or parties indemnified do not assume any liability whatsoever for acts, errors, or omissions of those with whom Franchisee may contract, regardless of the purpose. Franchisee's hold harmless and indemnity obligation shall include all losses and expenses that may arise out of any acts, errors, or omissions of these third parties.

(e) Remedial Action. In order to protect persons or property, or its reputation or goodwill, or the reputation or goodwill of others, we may, at any time and without notice, as we, in our Reasonable Business Judgment deem appropriate, order, consent or agree to settlements or take such other remedial or corrective action as it deems expedient with respect to any action, suit, proceeding, claim, demand, inquiry or investigation if, in our sole judgment, there are reasonable grounds to believe that:

1. Any of the acts or circumstances enumerated in this Section have occurred; or

2. Any act, error, or omission of yours may result directly or indirectly in damage, injury or harm to any person or any property.

(f) Survival. This Section shall survive expiration or earlier termination of this Agreement without regard to the cause of termination.

36. Force Majeure. If an act of nature or any other cause beyond the reasonable control of the party whose performance is affected which cannot be overcome despite the party's exercise of reasonable diligence to overcome the cause prevents a party from performing any obligation under this Agreement despite the party's exercise of reasonable diligence, the act of nature or other cause will toll the due date for the performance of that obligation for the duration of the act of nature and for a reasonable time thereafter. However, no force majeure or other cause shall excuse the timely payment of amounts due under this Agreement. Should the Franchised Restaurant close for any reason relating to natural disaster, accident or other unforeseeable events, you will vigorously pursue reopening at the same or a new location in the Territory that we first approve. If you have not resumed operations within 180 days after closing, we may terminate this Agreement without penalty to you so long as you have paid us a Royalty Fee on your business interruption insurance proceeds and not breached the covenants in Section 11.

37. Relationship of Parties.

(a) Limitations. Neither this Agreement nor the performance of the obligations set forth in this Agreement will operate to make you our partner or agent. Neither party will have the authority to act or contract on behalf of the other. Neither party will have any responsibility for the obligations of the other party. The relationship created by this Agreement is that of an independent contractor, and no fiduciary relationship is created or intended. You must indicate clearly the independent ownership of your business in all public records and in all your dealings with third parties.

(b) Reserved Rights. Whenever we reserved in this Agreement a right to take or withhold an action, or are deemed to have a right and/or discretion to take or withhold an action, or to grant or decline to grant you a right to take or omit an action, except as otherwise expressly and specifically provided in this Agreement, we may make our decision or exercise our rights, on the basis of the information readily available to us and our judgment of what is in our best interests and/or in the best interests of the our franchise network, at the time the decision is made, without regard to whether: (i) other reasonable alternative decisions or actions could have been made by us; (ii) our decision or action will promote our financial or other individual interest; (iii) our decision or the action we take applies differently to you and one or more other franchisees or our company-owned operations; or (iv) our decision or the exercise of our right or discretion is adverse to your interests. In the absence of an applicable statute, we will have no liability to you for any such decision or action. We and you intend that the exercise of our right or discretion will not be subject to limitation or review. If applicable law implies a covenant of good faith and fair dealing in this Agreement, the parties acknowledge that such covenant shall not imply any rights or obligations that are inconsistent with a fair construction of this Agreement and that this Agreement grants us the right to make decisions, take actions and/or refrain from taking actions not inconsistent with your rights and obligations hereunder.

(c) Reasonable Business Judgment. You and we agree that we may use our Reasonable Business Judgment in the exercise of our rights, obligations and discretion under this Agreement except where otherwise indicated. "Reasonable Business Judgment" means that our determination shall prevail even in cases where other alternatives are also reasonable so long as we intend to benefit or its actions or omissions could benefit the Franchised System. Examples of benefits to the Franchised System would include, without limitation, protecting or enhancing the value of the Proprietary Marks, promoting economic efficiency or gain for the Franchised System Restaurants, increasing customer satisfaction, increasing brand identification, or minimizing possible customer brand or location confusion. We shall not be required to consider your particular economic or other circumstances when exercising our Reasonable Business Judgment. At no time are you or any third party (including, but not limited to other franchise owners or any trier of fact) entitled to substitute your or its judgment for a judgment, which has been made by or on behalf of us which meets the definition of Reasonable Business Judgment. You and we agree that the long-term goals of a franchise system, and the long-term interests of both us and all the franchisees, taken together, require that we have the latitude to exercise our Reasonable Business Judgment.

(d) Time. Time is of the essence of this Agreement.

38. Employment Decisions. You have and will continue to have sole responsibility for recruitment, selection, training, supervision, discipline and termination of your employees, all acts and omissions of your employees, and all employment related decisions involving compensation, benefits, hours of work, scheduling, record keeping, and all other terms and conditions of employment.

39. Holidays. If the due date for any payment of funds under this Agreement falls on a legal holiday, the due date for the payment will extend until the next business day.

40. Entire Agreement. This Agreement (including all attachments, exhibits and schedules) constitutes the entire agreement of the parties with regard to the subject matter of this Agreement and replaces and supersedes all other prior written, electronic, and oral agreements and statements of the parties relating to the subject matter of this Agreement. Neither party is relying on any writing to enter into this Agreement other than as set forth in this Agreement and the Franchise Disclosure Document delivered to you.

41. Disclaimer Limitation. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require you to waive reliance on any representation that we made in the most recent Franchise Disclosure Document (including its exhibits and amendments) that we delivered to you or your representative, subject to any agreed-upon changes to the contract terms and conditions described in that Franchise Disclosure Document and reflected in this Agreement (including any riders or addenda signed at the same time as this Agreement).

42. Approvals and Waivers. You must request any prior approval or consent required under this Agreement from us by means of a timely written request. Any such approval or consent must be obtained in writing. No delay, waiver, omission or forbearance on our part to exercise any right, option, duty or power arising out of any breach or default by you under this Agreement shall constitute a waiver by us to enforce any right, option, duty or power as against you, or shall apply as to subsequent breach or default by you. Subsequent acceptance by us of any payments due to us hereunder shall not be deemed to be a waiver by us of any preceding breach by you of this Agreement. The failure of a party to insist in any one or more instances on the performance of any term or condition of this Agreement will not operate as a waiver of any future performance of that term or condition.

43. Notice. Except as otherwise provided in this Agreement, when this Agreement requires notice, the sending party must deliver or address the notice to the other party by certified mail, or delivery service with receipted delivery, or by electronic mail followed by transmittal of the original by first class United States Mail, to the following address:

Us: 3009 Pump House Road, Suite 200
Birmingham, Alabama 35243
Attention: Franchising Department
Email: franchise@tazikis.com

You: _____

Email: _____

All notices will be deemed delivered and received if transmitted to the proper address on the earlier of (a) the date that the other party receives or refuses delivery of the notice or (b) three business days after the party places the notice in the United States mail, first class postage prepaid. Each party may change the party's address by giving written notice to the other party.

44. Cumulative Rights. No right or remedy conferred upon or reserved to us 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. The parties retain all rights and remedies available at law or in equity.

45. Survival. The provisions of this Agreement which, by their terms, survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement for any reason.

46. Governing Law. This Agreement shall be governed by the laws of Alabama (without regard to any conflicts of law principles).

47. Venue. Except for any third party dispute in which the Parties may be involved subject to Section 35, the proper, sole and exclusive venue and forum for any action arising out of or in any way

related to this Agreement shall in the federal and state court districts in which we then have our principal place of business. As of the Effective Date, the proper venue is in the United States District Court for the Northern District of Alabama and Jefferson County, Alabama. Each party to this Agreement hereby consents to any of those courts' exercise of personal jurisdiction over the party in that type of action and expressly waives all objections the party otherwise might have to that exercise of personal jurisdiction.

48. Legal Fees. If either party succeeds in any arbitration or legal action to enforce this Agreement, the losing party will reimburse the prevailing party for its outside and inside attorneys' fees and costs related to the action, in addition to any other relief obtained by the prevailing party.

49. Construction. The rule of construction requiring the resolution of any ambiguities in this Agreement against the drafting party will not apply to the construction of this Agreement.

50. Severability. If any provision of this Agreement (other than Section 5) is held to be invalid or ineffective with respect to any Person or circumstance, the holding will not affect the remainder of this Agreement or the application of this Agreement to any other Person or circumstance.

51. Counterparts. The parties may execute this Agreement in counterparts, each of which will constitute an original and all of which, when taken together, will constitute one and the same instrument.

52. Amendment. No amendment to this Agreement will become effective or binding on the parties, unless it is in writing and signed by all of the parties; provided, that we may modify or change the Franchised System or Operations Manual unilaterally at any time, effective 30 days after notice of the change or modification is sent to you, unless health and safety concerns compel us to provide a shorter notice period.

53. Third Party Beneficiaries. Except for the benefits reserved for our parent, Taziki's, Inc. and our Affiliates, there are no third-party beneficiaries for this Agreement.

54. Definitions. Unless the context of their use in this Agreement requires otherwise, the following words and phrases have the following meanings when used in initially capitalized form in this Agreement.

(a) Affiliate means (1) any Person who Controls, is Controlled by, or is under common Control with a Person, and (2) any Owner of any Person.

(b) Certified Manager means an individual who has completed successfully our Manager in Training program or other initial management training that we may specify, according to criteria we establish and who remains current in all training we specify in the Manual to maintain Certified Manager status.

(c) Certified Trainer means a Certified Manager who has successfully completed an MIT Program and is approved by the Training Department.

(d) Certified Training Hours mean training hours approved by our Training Department.

(e) Certified Training Store means a Taziki's Mediterranean Café Restaurant at which all managers and shift leaders in the Training Group have been trained by a Certified Trainer and we certify as meeting our System Standards for such designation. We specify procedures to obtain and

maintain certification of a Restaurant as a Certified Training Store in the Operations Manual. A Certified Training Store must employ a Certified Trainer as a General Manager, have passed a "Certified Training Store Assessment" initially and have passed all its subsequent FSAs.

(f) Competing Business means any restaurant serving as its primary menu offering Greek or Mediterranean cuisine in a quick service, fast casual, casual dining, diner or buffet format, featuring pre-made and prepared to order salads, gyros, lavash wraps and grilled proteins.

(g) Confidential Information means any trade secrets we own or protect and other proprietary information not generally known to the restaurant industry including confidential portions of the Operations Manual and information we otherwise impart to you and your representatives in confidence. Confidential Information includes recipes, food preparation instructions, proprietary software and other valuable property.

(h) Control means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

(i) DMA means a Designated Market Area, as defined by Nielsen Media Research or its successors in interest from time to time. We may designate a substitute independent source for providing the boundaries of a single television advertising market in the Operations Manual.

(j) Effective Date means the date we enter immediately below our signature block on this Agreement as the date on which you and we are legally bound under this Agreement, provided that if no such date is entered, then the Effective Date shall be the date on which we execute and deliver this Agreement.

(k) Franchised Restaurant means the Taziki's Mediterranean Café Restaurant you establish and operate at the Location.

(l) Franchised System means the distinctive, unique and proprietary marks and trade dress, products, presentation styles and services, know-how, methods of operation, identification, décor, furnishings, equipment, training, service, production, technology, marketing, advertising, promotion and development that we may designate in written or electronic form or through usage from time to time that define and distinguish a Taziki's Mediterranean Café Restaurant, including (without limitation) (1) plans and specifications for interior and exterior signs, designs, layouts and color schemes; (2) methods, techniques, formats, systems, menus, ingredients, recipes, specifications, procedures, information, trade secrets, sales and marketing programs; (3) methods of business operations and management; (4) System Standards; (5) the Operations Manual; and (6) knowledge and experience regarding the operation and franchising of Taziki's Mediterranean Café Restaurants.

(m) FSA means the Taziki's Food Safety and Operational Excellence Assessment performed from time to time with respect to the Franchised Restaurant to assess and measure the Franchised Restaurant's compliance with the Systems Standards.

(n) Losses and Expenses means, without limitation, all losses, compensatory, exemplary or punitive damages, penalties, fines, charges, costs and expenses of investigation, defense and resolution, lost profits, attorneys' fees, court costs, settlement amounts, judgments, compensation for damages to our and our Affiliates' reputation and goodwill, costs of or resulting from delays, financing, costs of advertising material and media time/space, and costs of changing, substituting or replacing the

same, and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matter described.

(o) Intellectual Property means the Proprietary Marks, patents, copyrights, copyrightable material, ideas, concepts, inventions, know-how, trade secrets, Confidential Information, and other proprietary information that we designate in written or electronic form or through usage from time to time as part of or prescribed for use with the Franchised System.

(p) “Net Cash Sales” means all revenues accrued from all business conducted at or from your Franchised Restaurant, whether paid by cash, check, credit card, charge account, barter exchange or otherwise, without deduction for bad debt, credit card fees or other costs of collection or processing. Net Cash Sales does not include: (i) any exchange of goods or services between your Restaurants where such exchange is made solely for the convenient operation of your Restaurant business and not for the purpose of consummating a sale made in, at or from an Approved Location, (ii) returns to shippers, suppliers or manufacturers, (iii) cash or credit refunds to customers on transactions otherwise included in Net Cash Sales, (iv) sales of fixtures, machinery or equipment which are not stock in trade, (v) receipts from vending machines; (vi) sales taxes, consumer's excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed upon the sale of meals, food, beverages, merchandise or services at the Restaurant, but only if charged and collected separately from the sales prices of such items; (vii) any portion of a sale that is deemed a non-cash sale such as the discounted portion of a sale, or any sale that is complimentary; and (viii) gratuities included to the extent they are paid over to servers.

(q) Nontraditional Concept Restaurant means a Taziki's Mediterranean Café Restaurant that uses all or some portion of the Franchised System and is located in a limited access host facility venue such as an airport, transportation center, sports and entertainment venue, educational institution dining hall, hospital cafeteria, mall food court, and in-plant cafeteria. A Nontraditional Concept Restaurant may offer a different menu from a standard Taziki's Mediterranean Café Restaurant that we approve, share seating and beverage dispensing with other restaurant counters, offer service hours to match the traffic in the host facility, have server uniforms that match uniforms worn by other food servers at the host facility, and have limited use of Mark-bearing signage and other System elements.

(r) Location means the address identified in Attachment A as the site of your Taziki's Mediterranean Café Restaurant.

(s) Opening Date means the date on which you open your Taziki's Mediterranean Café Restaurant for business, after receiving our consent to open.

(t) Operations Manual means the manual or collection of materials in written or electronic form which we designate from time to time as containing the System Standards, specifications, procedures, policies, methods of operating the Franchised Restaurant, other elements of the Franchised System and any information designated in this Agreement for inclusion or modification in the Operations Manual.

(u) Owner means any Person that holds a direct or indirect equity ownership interest (including beneficial and record interests) in you.

(v) Owner-Operator means the Owner who is primarily responsible for supervising the operation of the Franchised Restaurant, as you designate in writing to us in Attachment A or otherwise.

(w) Person means any individual or business entity, including (without limitation) corporation, joint venture, general partnership, limited partnership, limited liability company, or trust.

(x) Proprietary Marks means the registered and unregistered distinctive and characteristic trade names, domain names, trademarks, service marks, logotypes, and trade dress elements that we designate in written or electronic form or through usage from time to time as prescribed for use with the Franchised System.

(y) Assigned Area means the geographic area described on Attachment A.

(z) Reporting Period "Reporting Period" means each 28 day period beginning on the date specified in the Operations Manual. Our accounting system operates on 13 periods of 28 days each for each fiscal year, with an extra day attached to one or two periods at our discretion. Our fiscal year typically ends on the Sunday closest to December 31.

(aa) System Standards means the standards for the Franchised Restaurant and using the Franchised System published in the Operations Manual and elsewhere, including but not limited to standards for design, furnishings, fixtures and equipment, use and display of the Proprietary Marks, operations, technology and any other standards, policies, rules and procedures we promulgate about Franchised System operation and usage.

(bb) Taziki's Mediterranean Café Restaurant means a restaurant operating under the Franchised System using the Taziki's name and mark, or such other name and mark as we may specify under the Operations Manual, as amended.

(cc) Training Group means two or more Franchised Restaurants owned by Affiliates having Owners with at least 50% aggregate equity interests in common in all the franchisees.

(dd) Transfer means, for the purposes of Section 22, any transaction that is or results in (i) an assignment of this Agreement or delegation of any of your rights and obligations under this Agreement, (ii) grant of a security interest, pledge, lien or encumbrance on this Agreement, (iii) a change in ownership of an equity interest, or any issuance of additional equity interests to new persons or entities not listed on Attachment A, (iv) any merger, consolidation or sale of substantially all assets, if you are an entity, (v) any sale or lease of the Franchised Salon, or a sale of the Location if you own it, or any eviction, detainer, foreclosure or deed in lieu of foreclosure that results in the loss of possession of and control over the Franchised Restaurant, (vi) any delegation of management rights or responsibilities of the Franchised Restaurant, or (vii) any distribution, gift, or donation of any interest in the Franchised Restaurant. The creation of any profits interest, synthetic equity, phantom equity, or similar interest that does not create ownership economic rights or voting rights is not a transfer.

55. Your Representations. You represent to us as follows:

(a) Independent Investigation. You have conducted an independent investigation of the business contemplated by this Agreement and recognize that it involves substantial business risks, making the success of the venture largely dependent on your management skills and resources. You have not received from us or our Affiliates, and have not relied upon, any oral or written, express or implied, projection, representation, warranty, or guaranty regarding the potential sales, revenues, income, profits, or success of the business venture contemplated by this Agreement. You have had the opportunity to consult with independent advisors of your own selection such as a lawyer or accountant before making your decision to sign this Agreement and develop and operate a Taziki's Mediterranean Café Restaurant.

(b) This Transaction. You and the persons signing this Agreement for you have full power and authority and have been duly authorized, to enter into and perform or cause performance of your obligations under this Agreement. You have obtained all necessary approvals of your Owners, Board of Directors, and lenders. No executory franchise, brand license or affiliation agreement for the Location exists other than this Agreement. Attachment A accurately states your Owners. Your execution, delivery and performance of this Agreement will not violate, create a default under or breach of any charter, bylaws, agreement or other contract, license, permit, indebtedness, certificate, order, decree, or security instrument to which you or any of your Owners is a party or is subject or to which the Location is subject. Neither you nor the Location is the subject of any current or pending merger, sale, dissolution, receivership, bankruptcy, foreclosure, reorganization, insolvency, or similar action or proceeding on the date you execute this Agreement and was not within the three years preceding such date, except as disclosed in your franchise application. To the best of your knowledge, neither you, your Owners, your officers, directors, contractors, or employees or anyone else affiliated or associated with you, whether by common ownership, by contract, or otherwise, has been designated as, or are, a terrorist, a “Specially Designated National” or a “Blocked Person” under U.S. Executive Order 13224, in lists published by the U.S. Department of Treasury’s Office of Foreign Assets Control, or otherwise.

(c) No Misrepresentations or Implied Covenants. All written information you submit to us about the Location, you, your Owners, any guarantor, or the finances of any such person or entity, was or will be at the time delivered and when you sign this Agreement, true, accurate and complete, and such information contains no misrepresentation of a material fact, and does not omit any material fact necessary to make the information disclosed not misleading under the circumstances. There are no express or implied covenants or warranties, oral or written, between we and you except as expressly stated in this Agreement.

(d) We and our representatives have made or communicated to you no claims of assured or guaranteed success of the business contemplated by this Agreement prior to signing this Agreement. You voluntarily enter into this Agreement and undertake all the terms and conditions thereof without any such inducements, promises, or representations. Without limiting the foregoing, we expressly disclaim the making of, and you acknowledge that you have not received or relied upon, any representations, warranties or guarantees, express or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement, or as to the suitability of any selected or proposed Location as a successful location for the Franchised Restaurant.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement, intending to be legally bound, as of the Effective Date.

Taziki's Franchising, LLC

By: _____

Its: _____

Effective Date: _____

By: _____

Its: _____

Date: _____

Attachment A

Transaction Details

1. Location of Franchised Restaurant: _____

2. Time to complete and open Franchised Restaurant: nine (9) months after the Effective Date.

3. Assigned Area: The geographic area within a radius (the “Applicable Radius”) from the Franchised Restaurant of (i) one mile in counties having a population over 750,000; (ii) two miles in counties having a population under 750,000 and at least 250,000, or (iii) five miles in counties with a population of less than 250,000. The population of the county where the Franchised Restaurant will be located is: _____

4. Address and Contact Information of Franchisee:

5. Initial Franchise Fee: \$35,000.00

6. Marketing Fee as of Effective Date: .75% of Net Cash Sales

7. Your Owners:

Name	Address	Telephone	Email	Percentage Ownership

* Person designated as Owner-Operator.

Attachment B

Automated Clearing House Payment Authorization

ACH Authorization Form

This form **MUST** be accompanied by a **Printed Voided Check or Bank Letter**

Add ☐ Delete ☐ Change ☐

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Funds Settlement Information

Bank Name: _____

Account Owner: _____

Account Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Routing # (9 digits) _____

Account # _____

(hereinafter referred to as User) authorizes Taziki's Franchising, LLC to initiate ACH transfer entries and to credit and/or debit the account identified herein. Such credits and/or debits shall take place on a [RECURRING TIME PERIOD] basis with a minimum amount of \$[•] and a maximum amount of \$[•] per transaction. Such minimum and maximum amounts may be amended at any time by any written notice from User to Taziki's Franchising, LLC. This authorization shall remain in effect unless and until Taziki's Franchising, LLC receives written notification from User that this authorization has been terminated in such time and manner to allow Taziki's Franchising, LLC to act. Undersigned represents and warrants to Taziki's Franchising, LLC that the person executing this form is an authorized signatory on the Account referenced above and all information regarding the Account and Account Owner is true and correct.

Account Owner Signature

Date

_____/_____/_____

Print Name and Title

ATTACH PRE-PRINTED VOIDED CHECK
OR
BANK LETTER

Attachment C
Guaranty and Restriction Agreement

GUARANTY AND RESTRICTION AGREEMENT

The undersigned owners (the “Guarantors”) of _____ (the “Franchisee”) enter into this Guaranty and Restriction Agreement (this “Agreement”) as of the Effective Date.

1. Guaranty of Obligations. To induce Taziki’s Franchising, LLC, its successors and assigns (“you”) to sign the Franchise Agreement (the “Agreement”) with the party named as the “Franchisee,” to which this Guaranty is attached, the undersigned, jointly and severally (“we, “our” or “us”), irrevocably and unconditionally (i) warrant to you that the Franchisee’s representations and warranties in the Agreement are true and correct as stated, and (ii) guaranty that the Franchisee’s obligations under the Agreement, including any amendments and note, will be punctually paid and performed. Upon default by the Franchisee and notice from you we will immediately make each payment and perform or cause the Franchisee to perform, each unpaid or unperformed obligation of the Franchisee under the Agreement. Without affecting our obligations under this Guaranty, you may without notice to us extend, modify, or release any indebtedness or obligation of the Franchisee, or settle, adjust or compromise any claims against the Franchisee. We waive notice of amendment of the Agreement. Upon the death of an individual guarantor, the estate of the guarantor will be bound by this Guaranty for obligations of the Franchisee to you existing at the time of death, and the obligations of all other guarantors will continue in full force and effect. This Guaranty may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one in the same instrument.

2. Restrictions on Transfer of Equity Ownership of Franchisee. The Guarantors will not transfer, assign or pledge any of their direct or indirect equity interests in the Franchisee to any person without the prior consent of the Franchisor, except as authorized under the Franchise Agreement.

3. Other Provisions. The Guarantors, as owners of the Franchisee, acknowledge that this Agreement and the Franchise Agreement inure to the benefit of the Franchisee and to the undersigned. The Guarantors expressly adopt, ratify, incorporate into this Agreement, and agree to be bound individually by the following provisions of the Franchise Agreement as if they were parties to such Franchise Agreement: Sections 11 (Covenants Not to Compete); 12 (Confidential Information); 22 (Assignment); 23 (Right of First Refusal); 24 (Business Entity Franchisee); 32 (Certain Waivers); 34 (Resolution of Disputes); 34 (Our Option to Purchase); 46 (Governing Law); 47 (Venue); and 48 (Legal Fees).

Executed and delivered as of the Effective Date.

The Guarantors:

By: _____

Printed Name: _____

By: _____

Printed Name: _____

Attachment D
Management Confidentiality Agreement

MANAGEMENT CONFIDENTIALITY AGREEMENT

The undersigned Taziki's Mediterranean Café Restaurant on-premises manager ("Manager"), in consideration of the access to training and confidential information he or she has received or will receive from Taziki's Franchising, LLC, an Alabama limited liability company, and/or its affiliates (collectively, the "Company") in connection with Manager's employment with the Company's franchisee named below (the "Franchisee"), hereby covenants and agrees as follows:

1. Confidentiality Agreement. Manager acknowledges that, while employed by the Franchisee, Manager has and will receive certain confidential information and knowledge concerning the Taziki's Mediterranean Café Restaurant business of the Company which the Company wishes to protect, including (without limitation) information, knowledge, know-how, recipes, formulae, materials, equipment, techniques, systems, and other data relating to or comprising the Taziki's Mediterranean Café Restaurant franchise system. Confidential information includes (i) the Operations Manual and its contents, (ii) other materials and information supplied by Company to the Franchisee that is identified as confidential at the time of disclosure or before, (iii) the Restaurant's customer lists and contact information, and (iv) the Restaurant's roster of employees, contact information and their personnel records. Manager shall not reveal that confidential information to any other party, except the Company's or the Franchisee's independent public accountants, Manager's legal counsel (if that counsel also agrees to maintain the confidentiality of the confidential information), or as otherwise required by law. Manager shall not use or disclose the confidential information at any time for the purpose of competition with the Company, its successors and assigns, or the Franchisee. When Manager's employment with the Franchisee terminates for any reason, Manager promptly shall surrender to the Franchisee all papers, documents, writings and other property produced by Manager or coming into Manager's possession by or through Manager's employment with the Franchisee containing confidential information or related in any way to confidential information. All the foregoing materials shall remain the property of the Company, its successors, or its assigns.

2. Solicitation of Employees and Customers.

(a) Manager agrees that while employed and for a term of eighteen (18) months immediately following the termination of Manager's employment with the Company for any reason, whether with or without good cause or notice, Manager will not hire any uniquely essential employees of the Restaurant and Manager will not, either directly or indirectly, solicit, induce, recruit or encourage any of the Restaurant's employees to leave their employment, or take away such employees, or attempt to solicit, induce recruit, encourage or take away employees of the Restaurant, either for Manager or for any other person or entity that is in competition with the Restaurant. Uniquely essential employees include those supervisory and managerial employees who have been provided training through the MIT program.

(b) Customer Solicitation. Manager agrees that while employed and for a period of eighteen (18) months immediately following the termination of Manager's employment with the Restaurant for any reason, whether with or without good cause or notice, Manager will not directly or indirectly, except during Manager's employment for the sole benefit of the Restaurant or with the prior written consent of the Restaurant solicit, interfere with, or accept business from any customer of the Restaurant with whom Manager had material contact related to the provision of services or goods similar to or competitive with those offered by the Restaurant. "Material contact" means any contact, whether direct or indirect, made for the purpose of encouraging or inducing the customer to engage in business with the Company.

(c) In the event the provisions of Paragraph 2 are deemed to exceed the time, geographic scope, or other limitations permitted by applicable law, then such provisions shall be reformed to the maximum time, geographic scope, or other limitations, as the case may be, then permitted by such law.

3. Indemnification and Injunctive Relief. Manager shall indemnify and hold the Company and the Franchisee harmless against any losses, damages, costs, expenses, claims or actions, including attorneys' fees and costs, proximately caused by any breach of this Agreement by Manager. Manager shall pay to the Company any compensation, profits or economic benefits realized by Manager resulting from any breach of this Agreement. The Company shall have the right to injunctive and other equitable relief prohibiting Manager from any violation or threatened violation of this Agreement, without posting any bond or security.

4. Governing Law. The laws of Alabama shall govern this Agreement.

5. Entire Agreement. This Agreement constitutes the entire agreement of the parties with regard to the subject matter of this Agreement and replaces and supersedes all other written and oral agreements and statements of the parties relating to the subject matter of this Agreement.

6. Limitations. This is not a contract of employment and this creates no employment relationship between Manager and the Company. Manager is not a third party beneficiary of any contract between the Company and the Franchisee. The Franchisee remains the sole employer of Manager and is solely responsible for the recruitment, selection, training, supervision, compensation, benefits, insurance, worker's compensation, discipline, and termination of Manager. During any period of on-the-job training of Manager by the Company, the Franchisee shall remain the sole employer of Manager and shall be responsible for controlling all aspects of Manager's employment.

Executed and delivered this _____ day of _____, 20__.

Manager:

Signature

Printed Name

Franchisee: _____

Attachment E

Lease Rider

LEASE RIDER

This Lease Rider is made and entered into as of _____, 20____ by and among Taziki's Franchising, LLC, an Alabama limited liability corporation ("Franchisor"), _____, a _____ ("Tenant/Operator") and _____, a _____ ("Landlord").

Recitals. Tenant/Operator and Landlord desire to enter into a lease (the "Lease") pursuant to which Tenant/Operator will occupy and finish the premises located at _____ (the "Premises") for use and operation of a Taziki's Mediterranean Cafe® restaurant (the "Restaurant") authorized under a Franchise Agreement to be executed between Franchisor and Tenant/Operator prior to the opening of the Restaurant (the "Franchise Agreement"). As a condition to Franchisor's approval of the Premises as the location for the Restaurant, the Tenant/Operator is required under the Franchise Agreement to execute this Lease Rider along with the Landlord and Franchisor;

NOW, THEREFORE, in consideration of the mutual undertakings and commitments set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

(1) During the term of the Franchise Agreement, the Premises shall be used only for the operation of the Restaurant.

(2) Landlord consents to Tenant/Operator's use and display of such proprietary marks (the "Proprietary Marks") and signs, decor items, color schemes, plans, specifications and related components of the Taziki's Mediterranean Café Restaurant system (the "System") as Franchisor has prescribed, and may in the future prescribe, for the Restaurant. Landlord affirms that the Lease does not prohibit the service of any menu items of the current System, based on the menu provided to Landlord.

(3) Landlord agrees to send Franchisor conformed, legible copies of any and all letters and notices sent to Tenant/Operator pertaining to the Lease and the Premises at the same time that such letters and notices are sent to Tenant/Operator.

(4) Franchisor shall have the right, and Landlord consents to allow Franchisor, to enter the Premises during hours when the Premises is available for tenant entry to make any modification or alteration necessary to protect the Taziki's Mediterranean Café Restaurant, the System and Proprietary 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.

(5) In the event of Tenant/Operator's default under the Lease, Franchisor may, but has no obligation, to cure the default. Franchisor shall make this determination within thirty (30) days after Franchisor receives notice of the Lease default from Landlord. If Franchisor elects to cure the default, Franchisor 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 Franchisor shall commence and proceed to act diligently to cure the default within such time as is reasonably necessary to cure the default.

(6) Franchisor has an option to acquire the Restaurant from Tenant/Operator if the Franchise Agreement expires or terminates. If Franchisor exercises the option, it will notify Landlord when it notifies Tenant/Operator. If Franchisor so exercises its option, or makes a different arrangement with Tenant/Operator to acquire the Restaurant, then Landlord shall permit Tenant/Operator to assign the Lease to Franchisor or to Franchisor's affiliated assignee or designee as successor in interest

("Successor") to Tenant/Operator, which shall be obligated to assume Tenant/Operator's obligations under the Lease. Successor shall attorn to Landlord under the Lease and Landlord shall attorn to and agree not to disturb the tenancy of Successor. In such event Successor shall assume Tenant/Operator's occupancy rights, rights under any renewal or purchase options, and the right to sublease the Premises, for the remainder of the term of the Lease including any applicable renewal periods.

(7) Landlord hereby consents to such assignment and agrees not to impose or assess any assignment fee or similar charge or increase or accelerate rent under the Lease in connection with such assignment, or require Successor to pay any rent or other financial obligation of Tenant/Operator to Landlord arising prior to the assignment. Landlord agrees to look solely to the Tenant/Operator and its guarantors for any rents or other financial obligations owed to Landlord arising prior to such assignment. Landlord and Tenant/Operator acknowledge that Franchisor is not a party to the Lease and shall have no liability under the Lease, unless and until the Lease is assigned to, and assumed by Franchisor as Successor.

(8) Notwithstanding anything contained in this Lease Rider and in the Lease, Successor is expressly authorized, without the consent of the Landlord, to sublet the Leased Premises to an authorized System franchisee, provided such subletting is specifically subject to the terms of the Lease and further provided the franchisee expressly assumes in writing all obligations of the Lease. Franchisor agrees to notify Landlord as to the name of the franchisee within ten (10) days after such subletting.

(9) Tenant/Operator shall not assign the Lease or renew or extend the term thereof without the prior written consent of Franchisor.

(10) Landlord and Tenant/Operator shall not amend or otherwise modify the Lease in any manner that could materially affect any of the foregoing without the prior written consent of Franchisor.

(11) This Lease Rider will supersede any conflicting terms of the Lease.

[remainder of page intentionally left blank]

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

FRANCHISOR:

TAZIKI'S FRANCHISING, LLC

By: _____
Name: _____
Title: _____

TENANT/OPERATOR:

By: _____
Name: _____
Title: _____

LANDLORD:

By: _____
Name: _____
Title: _____

Attachment F
Nontraditional Concept

NONTRADITIONAL CONCEPT

ADDENDUM TO FRANCHISE AGREEMENT

This Addendum to Franchise Agreement (this “Addendum”) is made and entered into as of _____, by and between Taziki’s Franchising, LLC, an Alabama limited liability company (“we,” “us” or “our”), as franchisor, and _____, a _____ (you” or “your”), as franchisee. This Addendum relates to and modifies that certain Franchise Agreement (“the “Prime Agreement”) between the parties. This Addendum shall be controlling in the event of any conflict between the Prime Agreement and this Addendum. All definitions in the Prime Agreement shall apply to this Addendum unless the context otherwise indicates. The parties mutually agree, for good and valuable consideration, the receipt and sufficiency of which the parties mutually acknowledge, as follows:

1. Nontraditional Concept Restaurant. You have requested, and we have approved, the development and operation of a Nontraditional Concept Restaurant to be located in _____ (the “Host Facility”) and within the Host Facility, in the following location (the “Location”):
2. Lease with Host Facility. You represent and warrant to us that the Lease of the Location (the “Host Lease”) with the owner or landlord of the Host Facility (“Host Operator”) (i) allows for the operation of the Restaurant under the Franchised System without material modification, supplier or menu limitations, (ii) provides for [a common seating area convenient to the Restaurant][no common seating area but contemplates carry out servings for all food concepts in the vicinity of the Location], (iii) allows for the installation and operation of all equipment necessary to prepare the menu items of the Franchised System as of the Effective Date, (iv) permits display of the Proprietary Marks in signage over the Location serving area, (v) [allows you to serve beer subject to licensure and compliance with applicable alcoholic beverage regulations][does not allow you to serve beer], and (v) [permits the Restaurant to open and operate during lunch and dinner hours 365 days per year][limits operation to certain event dates and times or periods when active food service at the Host Facility is permitted].
3. Confidential Information. No inspection right in the Lease shall allow or imply our consent to grant to Host Operator or its representatives access to any confidential or proprietary information we provide to you.
4. Rent Payments. You will provide us with copies of any rental reports and forms you submit to Host Operator that show the Net Cash Sales of the Restaurant or calculate any percentage rent payable under the Lease.
5. Indemnification. You acknowledge that the indemnification set forth in Section 28 of the Prime Agreement extends to any claim arising from the condition, premises or events occurring at the Host Facility, whether the Host Operator or you control the space or activity from which the claim arises.
6. Local Marketing. You will receive credit toward your local marketing expense requirement under Section 13 of the Prime Agreement for the documented amounts you contribute to the marketing or advertising cooperative of the Host Facility.
7. Upgrade of Restaurant. You represent to us that the Lease will permit you to upgrade the Restaurant as and when contemplated by the Prime Agreement, subject only to Host Operator approval, which it may not unreasonably withhold or delay.

8. Technology & Communications. You represent to us that the Host Facility will support and the Lease allows you to install and maintain the technology and communications we require for the Restaurant as of the Effective Date under the Franchised System.
9. New Menu Items. Notwithstanding the Prime Agreement, you will not be obligated to prepare and serve any new menu item that we mandate under the Franchised System after the Effective Date if such item is prohibited under the Lease.

In witness whereof, the parties have executed and delivered this Agreement, intending to be legally bound, as of the Effective Date.

Taziki's Franchising, LLC

By: _____

By: _____

Its: _____

Its: _____

Effective Date: _____

Date: _____

Attachment G

**Receipt of Operations Manual
and Confidentiality Agreement**

RECEIPT FOR OPERATIONS MANUAL AND CONFIDENTIALITY AGREEMENT

The undersigned franchisee ("Franchisee"), acknowledges receipt of Taziki's Mediterranean Café Operations Manual No. _____ and/or receipt of access codes and instructions to access the on-line version of the Operations Manual. The Manual is being loaned, and access is being granted, to Franchisee under the Franchise Agreement between Franchisee and Taziki's Franchising, LLC ("Company"). Franchisee expressly agrees as follows:

1. Operations Manual. If the Operations Manual is misplaced, destroyed (in whole or in part), or otherwise lost, the Franchisee must pay for a replacement Operations Manual from the Company at a cost of \$500.00 and must sign a new receipt. The Franchisee shall not copy or otherwise reproduce any portion of the Operations Manual. The Operations Manual shall not be removed from the premises of the Location identified in the Franchise Agreement. The Franchisee shall not loan or disclose the Operations Manual to any third party. The Franchisee shall not communicate, transmit, describe, summarize, or otherwise convey the information contained in the Operations Manual, in whole or in part, to any third party not employed by the Franchisee to operate the Franchised Restaurant. The Operations Manual shall at all times remain the property of the Company, its successors and assigns.

2. Confidentiality Agreement. The Franchisee acknowledges that the Franchisee will receive certain confidential information and knowledge contained in the Operations Manual that is the subject of confidentiality obligations in the Franchise Agreement. When the Franchise Agreement with the Company terminates for any reason, the Franchisee promptly shall surrender to the Company the Operations Manual identified above, along with all papers, documents, writings and other property produced to the Franchisee or coming into the Franchisee's possession by or through the relationship with the Company and related in any way to the confidential information. All of the foregoing materials shall remain the property of the Company, its successors, or its assigns.

3. Indemnification and Injunctive Relief. The Franchisee's obligations to indemnify the Company and accept injunctive relief described in the Franchise Agreement shall apply to breaches of Franchisee's undertakings regarding the Operations Manual

4. Supplement to Franchise Agreement. This Receipt is a supplement and subject to the Franchise Agreement in all respects.

Executed and delivered this _____ day of _____, 2_____.

Franchisee:

Signature

Printed Name

Title:

Attachment H

Forms of Fresh Managed IT Master Services Agreement, Fresh Support Services Agreement, Taziki's Franchisee Joinder to Master Services Agreement, and Fresh ACH Debit Authorization

FRESH SUPPORT SERVICES AGREEMENT

By and between Franchisee and Fresh Support LLC

This Fresh Support Services Agreement (this “**Agreement**”) is entered into as of the latest signature date set forth on the signature page (the “**Effective Date**”) by and between:

(1) [FRANCHISEE LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [ADDRESS] (“**Franchisee**”); and

(2) Fresh Support LLC, a Tennessee limited liability company with its registered office and principal place of business at 975 Main Street, Suite 201, Nashville, Tennessee 37206 (“**Fresh Support**”). All correspondence and notices to Fresh Support under this Agreement shall be sent to the address for Fresh Support set forth in Section 12 (Notices). Franchisee and Fresh Support are each referred to herein as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Franchisee is a Taziki’s franchisee operating one or more Taziki’s-branded restaurant locations pursuant to a franchise agreement with Taziki’s Inc. (“**Taziki’s**”) and has entered into a Taziki’s Franchisee Joinder to Master Services Agreement (the “**FITC Joinder**”) with Fresh IT Cooperative LLC (“**FITC**”) under which FITC provides Restaurant365 (“**R365**”) and other software products and services to Franchisee’s locations;

WHEREAS, Fresh Support is a wholly-owned subsidiary of FITC that provides professional services to restaurant operators, including helpdesk and technical support, gatekeeping services, new-store-opening services, and installation services;

WHEREAS, Franchisee desires to obtain professional services from Fresh Support to support Franchisee’s operation of the R365 platform and other restaurant systems at the Franchisee Locations identified on Exhibit A hereto; and

WHEREAS, this Agreement is intended to be independent of and separate from the FITC Joinder, the Master Services Agreement adopted by Franchisee pursuant to the FITC Joinder, and any other agreement between Franchisee and FITC or Taziki’s.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Services

1.1 Provision of Services. Subject to Franchisee’s payment of the applicable Service Fees, Fresh Support will provide the professional services identified on Exhibit A (the “**Services**”) to Franchisee at the Franchisee Locations identified on Exhibit A. Fresh Support will perform the Services in a workmanlike

and professional manner consistent with industry standards and in accordance with the SLA on Exhibit C.

1.2 Scope of Services. The Services may include, as identified on Exhibit A or by separate Order:

(a) Helpdesk and Technical Support. Remote helpdesk and full technical support for Franchisee's point-of-sale systems (including but not limited to Aloha, NorthStar, Micros, Square, Toast, and Tray), in-store data networks, and other Franchisee systems within the scope identified on Exhibit A.

(b) Tier 1 Support for R365. Tier 1 support for R365 (Restaurant365), including gathering Franchisee's information, diagnosing issues, resolving issues related to implementation, configuration, and use of R365, and handling general user and workflow questions. Tier 2 support for R365 (defined generally as support for events that result in the loss of some ability to effectively use a major feature, while other features remain accessible) is provided by R365 directly.

(c) Gatekeeping Services. Day-to-day administration and maintenance of Franchisee's subscribed restaurant operations software (where included in Exhibit A).

(d) New-Store-Opening (NSO) Services. Project-based services to support the opening of a new Franchisee Location, ordered separately as needed.

(e) Installation Services. Hardware setup and deployment, software installation, and related configuration services, ordered separately as needed.

(f) Other Services. Such other professional services as the Parties may agree from time to time pursuant to a signed quote or SOW.

1.3 Out-of-Scope Items. Unless expressly identified on Exhibit A or in a signed Order, the Services do not include: (a) on-site support; (b) operational consulting or remediation of issues caused by user error or incorrect data; (c) setup, installation, or re-installation of products outside of NSO or Installation Services; (d) support for users accessing systems off-premises; (e) virus eradication, security breach remediation, or network design; (f) programming or development services; (g) third-party software license management; or (h) recovery of data lost due to Franchisee action. Out-of-scope work, if performed by Fresh Support, will be billed at the hourly rates on Exhibit B with a one-hour minimum.

1.4 Franchisee Cooperation. Franchisee will provide Fresh Support with reasonable access, information, credentials, and cooperation as needed to perform the Services. Fresh Support is not responsible for delays caused by Franchisee's failure to cooperate.

1.5 Implementation Support. Fresh Support will provide "train the trainer" services to key members of Franchisee's service teams or operational staff identified to Fresh Support by Franchisee. The content, format, and frequency of training provided by Fresh Support, at the request of Franchisee, shall be provided in a commercially reasonable manner. Fresh Support will also appoint a single point of contact within Fresh Support for Franchisee's service team support and communicate the name of that single

point of contact (updated from time to time in writing, as necessary, by Fresh Support) to Franchisee within one (1) business day of a request by Franchisee.

2. Independence from Other Agreements

2.1 Standalone Agreement. This Agreement is a standalone agreement between Franchisee and Fresh Support. Fresh Support is not a party to the FITC Joinder, the Master Services Agreement adopted by Franchisee thereunder, or any other agreement between Franchisee and FITC or Taziki's. FITC and Taziki's are not parties to this Agreement.

2.2 Several Obligations. Fresh Support is responsible only for its own performance under this Agreement and only for the obligations expressly allocated to it herein. Fresh Support does not guarantee the performance of FITC, Taziki's, or any other third party. Franchisee may not assert against Fresh Support any claim arising out of the acts or omissions of FITC, Taziki's, or any other third party.

2.3 Independent Termination. This Agreement is independently terminable from the FITC Joinder. Termination of this Agreement does not affect the FITC Joinder or the Master Services Agreement adopted by Franchisee thereunder, and termination of the FITC Joinder does not affect this Agreement, except as provided in Section 6 (Term and Termination).

3. Fees, Invoicing, and Payment

3.1 Service Fees. Franchisee will pay Fresh Support the Service Fees set forth on Exhibit B. Service Fees do not include taxes, which Franchisee is responsible for paying.

3.2 Invoicing. Fresh Support will invoice Franchisee monthly by email at the address Franchisee designates in writing. Invoices are payable within seven (7) calendar days of the invoice date by ACH debit pursuant to Section 3.3.

3.3 ACH Debit Authorization. As a condition of this Agreement, Franchisee will execute and maintain in effect an ACH Debit Authorization in favor of FITC and Fresh Support, in the form provided by FITC and Fresh Support, authorizing each Party to debit Franchisee's designated business bank account for invoiced fees. The same ACH Debit Authorization covers both this Agreement and the FITC Joinder; each of FITC and Fresh Support will debit Franchisee's account only for fees actually invoiced by that Party under its respective agreement.

3.4 Late Payment. If Franchisee fails to pay any undisputed Service Fee when due, Fresh Support may: (a) charge interest at the lesser of 1.5% per month or the maximum rate permitted by law; (b) suspend the affected Services on five business days' notice; (c) decline to perform additional Orders; and (d) recover reasonable costs of collection (including reasonable attorneys' fees).

3.5 Annual Fee Adjustments. Fresh Support may adjust the Service Fees on at least thirty (30) days' prior written notice no more than once per calendar year, with annual increases not to exceed ten percent (10%) of the then-applicable recurring Service Fee.

4. Franchise Relationship

4.1 Acknowledgment. Franchisee acknowledges that Franchisee is a franchisee of Taziki's operating the Franchisee Locations pursuant to a franchise agreement with Taziki's (the "Franchise Agreement"), and that the Services provided under this Agreement are provided in connection with Franchisee's franchise relationship with Taziki's. Franchisee represents that Franchisee has the right and authority under the Franchise Agreement to enter into this Agreement.

4.2 Termination of Franchise Agreement. If Franchisee ceases to operate any Franchisee Location as a Taziki's franchise (whether by termination, expiration, or non-renewal of the Franchise Agreement, or by sale, closure, or other disposition of the Franchisee Location), Franchisee shall promptly notify Fresh Support in writing. With respect to such Franchisee Location: (a) this Agreement's coverage of such Franchisee Location shall terminate effective as of the date such Franchisee Location ceases to operate as a Taziki's franchise, and Fresh Support shall cease providing the Services to such Franchisee Location as of such date; (b) Franchisee shall remain liable for all Service Fees and other amounts accrued and payable through the effective date of such termination, including any fees for Services performed prior to such date but not yet invoiced; and (c) Franchisee acknowledges that the franchisor-aligned pricing reflected in Exhibit B applies only while Franchisee is operating the Franchisee Location as a Taziki's franchise, and that any Services that continue past the date the franchise relationship ends (whether by mutual agreement or as needed for transition) shall be billed at Fresh Support's then-current standard rates for non-franchisor-affiliated customers.

4.3 No Franchisor Liability. Taziki's, in its capacity as franchisor of Franchisee, is not a party to this Agreement and shall have no liability or obligation to Fresh Support under this Agreement with respect to Franchisee or the Franchisee Locations.

5. Data, Intellectual Property, and Confidentiality

5.1 Franchisee Data. As between Franchisee and Fresh Support, Franchisee owns all right, title, and interest in and to the data and information that Franchisee or its users submit to or generate within Franchisee systems or that Fresh Support accesses in the course of providing the Services ("Franchisee Data"). Franchisee grants Fresh Support a non-exclusive, royalty-free license to access, store, process, and use Franchisee Data during the Term solely as necessary to provide the Services and to comply with applicable law.

5.2 Fresh Support IP. Fresh Support owns all right, title, and interest in and to its tools, processes, methodologies, know-how, and any work product developed in the course of providing the Services. Franchisee receives a non-exclusive, perpetual, royalty-free license to use such work product solely in connection with Franchisee's operation of the Franchisee Locations.

5.3 Confidentiality. Each Party will hold the non-public information of the other Party in confidence, use it only to perform under this Agreement, and not disclose it to third parties except (a) to its employees, contractors, and advisors who need to know and are bound by confidentiality obligations, or (b) as required by law (with prompt written notice where permitted). Confidentiality obligations apply during

the Term and for five (5) years after termination. The disclosing Party is entitled to seek injunctive relief for any breach.

6. Term and Termination

6.1 Term. This Agreement begins on the Effective Date and continues for an initial term of three (3) years (the “Initial Term”), and thereafter automatically renews for successive one-year renewal terms (each a “Renewal Term” and, with the Initial Term, the “Term”), unless either Party gives at least ninety (90) days’ written notice of non-renewal before the end of the then-current term.

6.2 Termination for Cause. Either Party may terminate this Agreement on written notice if (a) the other Party materially breaches and fails to cure within thirty (30) days after written notice, or (b) the other Party becomes insolvent, files for bankruptcy, or makes a general assignment for the benefit of creditors.

6.3 Independent from FITC Joinder. The termination of this Agreement is independent from the termination of the FITC Joinder. Franchisee acknowledges, however, that under R365’s reseller program, FITC is required to ensure Tier 1 R365 support is available to Franchisee. If Franchisee terminates this Agreement while continuing under the FITC Joinder, Franchisee will be responsible for arranging alternative Tier 1 R365 support acceptable to FITC and R365.

6.4 Effect of Termination. Upon termination: (a) Fresh Support will cease providing the Services; (b) Franchisee will pay all Service Fees accrued through the effective date of termination; and (c) provisions that by their nature should survive (including Sections 2.2, 3.4, 5, 7, 8, 9, 10, 11, 12, and 13) survive termination.

7. Representations, Warranties, and Disclaimers

7.1 Mutual. Each Party represents and warrants that it is duly organized and has full authority to enter into and perform this Agreement, and that performance does not violate any other agreement or law binding on such Party.

7.2 Fresh Support. Fresh Support represents and warrants that it will perform the Services in a workmanlike and professional manner consistent with industry standards. As Franchisee’s sole remedy for breach of this warranty, Fresh Support will re-perform the deficient Services or, if re-performance is not commercially reasonable, refund the fees paid for the specific deficient Services.

7.3 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 7, THE SERVICES ARE PROVIDED “AS IS” AND “WITH ALL FAULTS.” FRESH SUPPORT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FRESH SUPPORT DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

8. Indemnification

8.1 By Fresh Support. Fresh Support will defend, indemnify, and hold Franchisee harmless from third-party claims arising out of (a) Fresh Support's gross negligence or willful misconduct; (b) Fresh Support's breach of confidentiality; (c) Fresh Support's violation of applicable law; or (d) bodily injury, death, or property damage caused by Fresh Support personnel.

8.2 By Franchisee. Franchisee will defend, indemnify, and hold Fresh Support harmless from third-party claims arising out of (a) Franchisee's use of the Services in violation of this Agreement; (b) Franchisee Data, including any claim that Franchisee's collection or use of personal information violates applicable law; (c) Franchisee's gross negligence or willful misconduct; or (d) Franchisee's breach of confidentiality.

8.3 Procedure. The indemnified Party will promptly notify the indemnifying Party of any claim and give the indemnifying Party control of the defense, with reasonable cooperation from the indemnified Party. The indemnifying Party may not settle a claim that requires the indemnified Party to admit liability or take action without the indemnified Party's consent (not unreasonably withheld).

9. Limitation of Liability

9.1 Exclusion of Indirect Damages. EXCEPT FOR THE EXCLUDED MATTERS BELOW, NEITHER PARTY IS LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUES, OR LOSS OF DATA, REGARDLESS OF THEORY OF LIABILITY.

9.2 Liability Cap. EXCEPT FOR THE EXCLUDED MATTERS BELOW, FRESH SUPPORT'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE GREATER OF (a) THE SERVICE FEES PAID BY FRANCHISEE TO FRESH SUPPORT IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR (b) THE SERVICE FEES PROJECTED UNDER THE THEN-CURRENT SCHEDULE FOR THE NEXT TWELVE (12) MONTHS.

9.3 Excluded Matters. The exclusions and caps in this Section 9 do not apply to: (a) indemnification under Section 8; (b) breach of confidentiality; (c) gross negligence or willful misconduct; (d) Franchisee's payment obligations; or (e) liability that cannot be limited under applicable law.

10. Insurance and Security

10.1 Insurance. Fresh Support maintains, throughout the Term, commercial general liability insurance in commercially reasonable amounts customary for businesses of its size and type, and workers' compensation insurance for its employees in the amounts and forms required by applicable law. Certificates of Insurance are available on Franchisee's reasonable written request.

10.2 Security. Fresh Support will implement and maintain commercially reasonable administrative, physical, and technical safeguards appropriate to the nature, sensitivity, and volume of Franchisee Data it processes. Fresh Support will notify Franchisee of any actual or reasonably suspected unauthorized access to Franchisee Data without undue delay and, where feasible, within seventy-two (72) hours after becoming aware.

10.3 No PCI Obligations. Fresh Support does not, in the course of providing the Services under this Agreement, store, process, or transmit cardholder data, and this Agreement does not impose Payment

Card Industry Data Security Standard (PCI DSS) compliance obligations on Fresh Support. If the scope of Services materially changes during the Term such that Fresh Support begins to process cardholder data, the Parties will execute a written amendment adding appropriate PCI DSS obligations.

11. General Provisions

11.1 Force Majeure. Neither Party is liable for failure or delay (other than payment obligations) caused by events beyond its reasonable control, including acts of God, war, civil unrest, governmental actions, epidemics, strikes, and failures of power, telecommunications, or internet services. The affected Party will give prompt notice and use commercially reasonable efforts to mitigate.

11.2 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent (not unreasonably withheld), except: (a) Franchisee may assign to an affiliate or to a successor in a merger or sale of all or substantially all of its assets, on written notice; and (b) Fresh Support may assign to an affiliate (including FITC) or to a successor in a merger or sale of assets, on written notice. Fresh Support may subcontract its obligations to qualified third parties subject to confidentiality and continuing responsibility for the subcontractor's performance.

11.3 Independent Contractors. The Parties are independent contractors. Nothing in this Agreement creates any partnership, joint venture, agency, fiduciary, or employment relationship.

11.4 Amendment. This Agreement may be amended only by a writing signed by both Parties.

11.5 Severability; Waiver. If any provision is held invalid or unenforceable, the remaining provisions remain in effect, and the invalid provision will be modified to the minimum extent necessary to make it enforceable while preserving the Parties' original intent. No waiver is effective unless in writing and signed by the Party giving the waiver.

11.6 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which is an original. Electronic signatures (including DocuSign or PandaDoc) have the same legal effect as handwritten signatures.

11.7 Entire Agreement. This Agreement, together with all Exhibits, is the entire agreement between the Parties on its subject matter and supersedes all prior agreements.

12. Governing Law, Venue, and Notices

12.1 Governing Law and Venue. This Agreement is governed by Alabama law without regard to conflict-of-laws principles. Exclusive venue is in the state or federal courts located in Jefferson County, Alabama, and each Party irrevocably consents to personal jurisdiction in those courts. Fresh Support, although a Tennessee LLC, expressly consents to personal jurisdiction in Jefferson County, Alabama for matters arising under this Agreement.

12.2 Jury Waiver. EACH PARTY IRREVOCABLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT. The prevailing Party in any action arising out of this Agreement is entitled to recover its reasonable attorneys' fees and costs from the non-prevailing Party.

12.3 Notices. Notices required or permitted under this Agreement must be in writing and are deemed delivered upon personal delivery, one business day after deposit with a nationally recognized overnight courier with proof of delivery, three business days after deposit in the US mail (certified, return receipt), or on the date sent by email if no delivery-failure response is received.

If to Fresh Support:

Fresh Support LLC
 c/o Fresh IT Cooperative LLC
 5361 Highway 280, Suite 107A
 Hoover, Alabama 35242
 Attention: [TITLE / NAME OF NOTICE RECIPIENT]
 Email: [NOTICES EMAIL ADDRESS FOR FRESH SUPPORT]

If to Franchisee:

[FRANCHISEE LEGAL NAME]
 [FRANCHISEE NOTICE ADDRESS]
 Attention: [TITLE / NAME OF NOTICE RECIPIENT]
 Email: [FRANCHISEE NOTICES EMAIL]

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the latest signature date set forth below.

FRESH SUPPORT LLC

By: _____
 Name: _____
 Title: _____
 Date: _____

[FRANCHISEE LEGAL NAME]

By: _____
 Name: _____
 Title: _____
 Date: _____

EXHIBIT A — SERVICES AND FRANCHISEE LOCATIONS

This Exhibit A identifies the Services that Franchisee has subscribed to and the Franchisee Locations covered by this Agreement.

Services (mark with ☒ those that apply):

- ☐ Helpdesk and Technical Support — recurring monthly
- ☐ Tier 1 Support for R365 — recurring monthly
- ☐ Gatekeeping Services — recurring monthly
- ☐ New-Store-Opening (NSO) Services — per signed SOW
- ☐ Installation Services — per signed SOW or hourly
- ☐ Other Services: _____

Scope of Helpdesk Support (when subscribed):

- ☐ Franchisee point-of-sale (POS) system (e.g., Aloha, NorthStar, Micros, Square, Toast, Tray) — specify platform: _____
- ☐ Franchisee in-store data network and Wi-Fi
- ☐ R365 (Tier 1)
- ☐ Other systems: _____

Franchisee Locations:

Entity / Operating LLC	Location Name	Unit Address	City, State, ZIP

EXHIBIT B — SERVICE FEES

Service Fees set forth below are the rates applicable to Taziki's franchisees. These rates match the rates charged to Taziki's Inc. for comparable services under the FTL/Taziki's MSA, and to other Taziki's franchisees, on the basis of franchisor-aligned pricing.

Recurring monthly fees (per Franchisee Location, unless otherwise noted):

- Helpdesk and Technical Support — \$_____ per location per month
- Tier 1 Support for R365 — \$_____ per location per month
- Gatekeeping Services — \$_____ per location per month (or hourly per below)

Project and one-time fees:

- New-Store-Opening (NSO) — quoted per project per signed SOW
- Installation Services — per signed SOW or hourly per below
- R365 POS Integration setup (additional location) — \$_____ one-time

Hourly rates:

- Helpdesk Support (out-of-scope) — \$_____ per hour Executive; \$_____ per hour Non-Executive
- Operational Consulting — \$_____ per hour Executive; \$_____ per hour Non-Executive
- On-Site Work — \$_____ per hour, one-hour minimum, plus pre-approved travel
- Setup and Re-Installation — \$_____ per hour, one-hour minimum

EXHIBIT C — SERVICE LEVEL AGREEMENT

Fresh Support’s response and resolution targets for Helpdesk Support are commercially reasonable goals; many circumstances can affect actual performance.

Severity Level	Initial Response	Interim Solution	Final Resolution
Severity 1 Emergency	0–20 minutes (MUST BE A PHONE CALL for after-hours: 205-451- 1871)	4 hours	24 hours
Severity 2 Critical	2 hours	8 hours	3 calendar days
Severity 3 Problematic	4 hours	24 hours	5 calendar days
Severity 4 Administrative	24 hours	3 calendar days	7 calendar days

Severity level definitions:

Severity 1 (Emergency): All or significant operations down.

Severity 2 (Critical): Partial or full workarounds available; some functionality intact.

Severity 3 (Problematic): Partial disabling of a feature or function.

Severity 4 (Administrative): Subjective or low-impact items.

Helpdesk Hours of Availability

Helpdesk support is available to Franchisee 24 hours per day, 7 days per week, 365 days per year (“24/7/365”) for Severity 1 emergency issues. Standard helpdesk hours, during which the full helpdesk team is available for all severity levels, are as follows:

- Monday through Friday: 7:00 a.m. to 10:00 p.m. Central
- Saturday and Sunday: 8:00 a.m. to 5:00 p.m. Central
- US Holidays (except as noted below): 8:00 a.m. to 5:00 p.m. Central
- Thanksgiving Day and Christmas Day: after-hours Severity 1 emergency support only

Outside standard hours, after-hours support for Severity 1 emergency issues is continuously available by phone at 205-451-1871. Helpdesk support is delivered via telephone, email, and ticketing portal during standard hours; after-hours emergency support is by phone only.

Fresh Support may modify the standard helpdesk schedule from time to time based on operational volume, staffing, or other business considerations on reasonable notice to Franchisee, but Fresh Support will continuously provide after-hours emergency support for Severity 1 issues regardless of any change to the standard schedule.

Example Issues and Severity Ratings

The following examples illustrate how common issues are typically classified. Actual classification may vary based on operational impact and Fresh Support's assessment of the issue.

POS Systems

Applies to any supported POS platform, including but not limited to Aloha, NorthStar, Micros, Square, Toast, and Tray.

Total system failure, production halted, cannot serve customers	Severity 1
Multiple terminal failures, KDS down, POS printers down	Severity 2
Single terminal, KDS, printer, or receipt failure	Severity 3
Menu changes, price updates, configuration	Scheduled

Network

Network or WiFi down	Severity 1
Phones down	Severity 2
Cloud or remote connectivity issues	Severity 2
ISP issues, internet down on cell backup	Severity 3
Wiring or run issues — Fresh Support will assist in finding local vendor	Severity 3

Back Office Equipment

Server down (Aloha, NorthStar, Micros, or similar)	Severity 1
Manager workstation down	Severity 2
Printer issues	Severity 3

R365 Platform

R365 platform not accessible (all users)	Severity 1
R365 platform partially degraded	Severity 2
Individual R365 user cannot log in	Severity 3
R365 reporting or dashboard issues	Severity 3
R365 configuration changes, menu updates	Scheduled

BGC Tools / FITC.CLOUD Recipes

Recipes module down — all recipe tablets	Severity 1
Recipes module partially degraded	Severity 2
Single recipe tablet failure	Severity 3
Recipe content updates, additions	Scheduled

Administrative

Password resets, account access issues	Severity 3
Accounting research, balancing, forensics	Severity 4
Credentials, email	Severity 4

Online / Mobile

System down — customers unable to order online (if applicable)	Severity 1
Third-party delivery integration issues (DoorDash, Uber Eats, Grubhub, etc.)	Severity 3
Online menu, price, or configuration changes	Scheduled

Note: The severity classifications above do not apply to issues caused by any third-party application or integration, or custom coding or design work, unless done or provided by Fresh Support.

[End of Service Level Agreement]

**Fresh Managed IT, LLC and Franchise Group LLC
Master Services Agreement**

This Agreement ("Agreement"), entered into this **2024-11-01** ("Effective Date"), describes the relationship between Fresh Managed IT, LLC, a Tennessee limited liability company, with an address at 3212 West End Ave #402, Nashville, TN 37203 (hereinafter referred to as "FMIT") and Franchise Group LLC, a State of Incorporation LLC or Corporation ("COMPANY") with an address at Corporate Address, City, State, Zip. FMIT and COMPANY are hereinafter sometimes individually referred to as a "Party" and, collectively as the "Parties." All exhibits and addenda attached hereto are hereby incorporated into this Agreement and made a part hereof. In consideration of the promises and mutual covenants contained herein, and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

A) Definitions

- 1) **Affiliate:** An "Affiliate" of a Party is an entity which directly or indirectly controls, is controlled by, or is under common control with, that Party.
- 2) **Covered Products and Services or CPS:** Covered Products and Services are limited exclusively to the services listed in Exhibit A of this Agreement, and any related products and databases.
- 3) **FreshLink:** A network health monitoring, network security and management services powered by Cisco Meraki Internet vendor support and management including failover cellular services.
- 4) **Installation:** Onsite hardware setup and deployment.
- 5) **Location:** "Location" means the location address set forth in Exhibit C.
- 6) **Restaurant Management System or RMS:** A Restaurant Management System is a software platform used to manage food and beverage inventory, costs, recipes, labor and financial metrics for a restaurant.
- 7) **Staging:** A service whereby FMIT stages hardware and software necessary to perform the Services for the Location.
- 8) **Services:** Services to be provided by FMIT to COMPANY hereunder are those listed in the CPS on Exhibit A of this Agreement.
- 9) **Third-Party Provider:** A Third-Party Provider is any entity providing a product or service not owned, fully or in part, by FMIT or an Affiliate of FMIT.

B) Services

FMIT agrees to provide the services listed in the Covered Products and Services in Exhibit A of this Agreement ("Services") to COMPANY at the Location, in exchange for the fees listed in Exhibit A, Section D of this Agreement. FMIT will use commercially reasonable efforts to maintain, enhance, and improve any technology and Services provided under this Agreement so as to remain competitive with market levels of functionality, integration and ease of use of technology, and technology support services, for fast casual restaurants. FMIT will use commercially reasonable efforts to provide the Services in accordance with the service level agreements ("SLAs") set forth in Exhibit B of this Agreement.

This Agreement does not include the following:

- 1) **On-Site Support:** On-site support is not included in Services. FMIT reserves the right to refer COMPANY to a local or national provider for any and all on-site service requests. COMPANY is responsible for contacting and coordinating on-site repairs directly with third party providers.
- 2) **Setup and Installation:** This Agreement does not cover, and the Services do not include, the initial installation of Freshlink or other products on any computer, or the reinstallation of products on a new computer for an existing site. Setup and installation of FreshLink and other products is not covered under this Agreement. Installation products will be billed at an hourly rate of \$120/hr if performed by FMIT or may be provided by an approved 3rd party vendor.
- 3) **Remote users:** This Agreement does not cover any Services provided to remote users. Remote users are defined as users who use Services outside the Location. Services will only be provided to remote users who enter into a valid Remote User Service Agreement with FMIT.

C) Fees

COMPANY shall pay to FMIT the fees set forth in Exhibit A, Section D of this Agreement.

D) Term and Termination Without Cause

This Agreement shall commence on the Effective Date, and unless terminated earlier in accordance with the terms set forth below in this Section D or Section E, shall continue in full force and effect for a three (3) year term from the Effective Date (the "Initial Term") with respect to each Location(s) listed on Exhibit C for as long as such Location operates as a Taziki's Cafe owned location, affiliate, or franchisee.

After the Initial Term, the Agreement will renew for successive periods of one (1) year (each a "Renewal Term" and collectively hereinafter, the Initial Term and any Renewal Term shall be referred to as the "Term").

Effective no earlier than the end of the Initial Term, either Party may terminate this Agreement at the end of the then current Term upon at least ninety (90) days' written notice.

E) Termination for Cause

Either Party may terminate this Agreement, effective upon written notice to the other Party, if such other Party breaches this Agreement and such breach is:

- 1) Incapable of cure, or
- 2) Capable of cure but remains uncured for thirty (30) days after the breaching Party receives written notice thereof from the non-breaching party.

In addition, either Party may terminate this Agreement by written notice to the other Party if such other Party:

- (a) Becomes insolvent, voluntarily dissolves, liquidates or terminates operations or applies for, or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator for such other Party or for all or of a substantial part of its assets;
- (b) Admits in writing its inability, or is generally unable, to pay its debts as the debts become due;
- (c) Makes a general assignment for the benefit of its creditors;
- (d) Commences a voluntary case under the federal Bankruptcy Code, files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts, fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts, or takes any corporate action for the purpose of effecting any of the foregoing.

If either Party terminates (or provides notice of non-renewal of) this Agreement in accordance with Section D or E of this Agreement, all Customer Information in FMIT's possession and control will be promptly and securely provided to COMPANY in Excel format or such other format as is agreed by the Parties. However, with regard to Section E(2) of this Agreement, any Party asserting a breach of this Agreement shall be obligated to provide the breaching Party with notice of the alleged breach in sufficient detail so as to enable the alleged breaching Party to commence such a cure within thirty (30) days of the receipt of written notice.

F) Confidential and Trade Secret Information

Each party hereto (each, a "Recipient") shall protect, treat as proprietary, and keep confidential all non-public information (whether or not marked or designated or otherwise identified as "confidential") and must not be disclosed or used outside disclosed to Recipient by the other Party (each, a "Discloser") including but not limited to trade secrets, business data, processes, plans and strategies, designs, concepts and Personal Information (information relating to an identifiable natural person) (collectively, "Confidential Information") and shall not, except as may be authorized by the Discloser in writing, use or disclose any such Confidential Information during and after the Term of this Agreement. Each Party hereto will be fully responsible and liable for the breach of any such confidentiality obligations, including any breach occurring as a result of any acts or omissions of its Affiliates, employees, and agents, as the case may be. These obligations of confidentiality shall not apply to information that: (i) was previously known to Recipient; (ii) is or becomes publicly available, through no fault or omission of Recipient; (iii) is lawfully obtained and disclosed to Recipient by a third-party having no obligation of

confidentiality to the Recipient or Discloser relating to such Confidential Information; (iv) is independently developed by Recipient; or (v) is required to be disclosed as a matter of law. In the event of the alleged or actual breach of this Section, the non-breaching Party shall be entitled to injunctive relief in addition to any remedies afforded by law. Upon request, a Recipient will return or destroy all Confidential Information, data and other information furnished by a Discloser.

G) Indemnification by COMPANY

COMPANY shall indemnify and hold FMIT, its agents, Affiliates, employees, officers, directors, suppliers, and its licensors ("FMIT Indemnified Parties") harmless against losses, damages, costs, and expenses (including reasonable attorneys' fees and related expenses) incurred in connection with any claims, demands, suits or proceedings ("Claims") made or brought against the FMIT Indemnified Parties arising out of or relating to:

- 1) COMPANY's unauthorized use or use other than as is prescribed herein of the Services and Platform (to the extent COMPANY has elected such option), including but not limited to any Claim brought against FMIT as a result of COMPANY's failure to ensure the accuracy and completeness of the COMPANY Content, including without limitation failure to promptly update, change or modify the COMPANY Content;
- 2) COMPANY's gross negligence or willful misconduct;
- 3) The breach of the security of any FMIT Confidential Information other than to the extent such breach is caused by any act or omission of the FMIT Indemnified Parties; and
- 4) A violation of applicable law or regulation or PCI Guidelines by COMPANY.

H) Indemnification by FMIT

FMIT shall indemnify and hold COMPANY, its agents, Affiliates, employees, officers, directors, suppliers, and its licensors ("COMPANY Indemnified Parties") harmless against Claims made or brought against the COMPANY Indemnified Parties arising out of or relating to:

- 1) A claim that FMIT's provision of the Services or any Deliverable infringes any copyright, trade secret, trademark, patent, or other intellectual proprietary rights of a third party;
- 2) FMIT's gross negligence or willful misconduct;
- 3) The breach of the security of any COMPANY Confidential Information or Customer Information or claims related to any unlawful or unauthorized access to Personal Information other than to the extent such breach or unlawful access is caused by any act or omission of the COMPANY Indemnified Parties; and
- 4) Any claim that the FMIT Intellectual Property infringes or misappropriates the intellectual property rights of any third party.
- 5) A violation of applicable law or regulation or PCI Guidelines by FMIT.

I) Warranty and Disclaimer

FMIT represents and warrants to COMPANY that: (a) FMIT possesses the requisite expertise, knowledge, and skills necessary to perform the Services in accordance with the terms and conditions of this Agreement; (b) FMIT has all rights, approvals, and/or licenses necessary to provide the Services, and FMIT's performance of the Services pursuant to this Agreement will not violate any agreement or obligation between FMIT and a third party; (c) FMIT's services will be performed in a workmanlike and professional manner in accordance with industry standards; (d) The Services shall conform in all material respects to the specifications, performance standards and criteria, and other terms and conditions set forth herein; and (e) neither the Services, nor any portion thereof, nor any use of the Services by COMPANY for their permitted or intended purposes as set forth herein, shall violate, infringe upon, or misappropriate any patent, copyright, trade secret, trade name, or other intellectual property rights, moral rights, or proprietary rights of any third party, or breach any contract by which FMIT is bound. In the event of a breach of this warranty, FMIT shall re-perform the defective Services to bring them into compliance or if FMIT is unable or unwilling to do so, then a pro-rata refund of any amounts paid by COMPANY for such Services will be promptly issued by FMIT. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES, PLATFORM AND ALL INFORMATION AND MATERIALS PROVIDED BY FMIT (INCLUDING WITHOUT LIMITATION, THE APP) ARE PROVIDED "AS IS" AND "WITH ALL FAULTS."

J) Limitation of Liability

EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS AND BREACH BY A PARTY OF ITS OBLIGATIONS OF CONFIDENTIALITY AND DATA SECURITY HEREUNDER, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY EVEN IF SUCH PARTY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. Except for a party's indemnification obligations and breach by a party of its obligations of confidentiality and data security hereunder, but otherwise notwithstanding any other provision in this Agreement or other related documents, the aggregate liability of each party, including any liability of its parent company, subsidiaries, Affiliates, employees, agents and assigns, for all events under this Agreement, whether arising from breach of contract, tort, or otherwise, to the other party or to any third party claiming through the other party, for all losses arising under the provisions of this Agreement, shall not exceed the consideration paid or payable by COMPANY to FMIT under this Agreement during the one (1) year immediately preceding the occurrence of the event in question.

K) Governing Law; Venue

This Agreement shall be governed exclusively by the laws of the State of Tennessee, without regard to its conflicts or choice of law rules. The proper venue is in the United States District Court for the Middle District of Tennessee and Davidson County, Tennessee. Each party to this Agreement hereby consents to any of those courts' exercise of personal jurisdiction over the party in that type of action and expressly waives all objections the party otherwise might have to that exercise of personal jurisdiction.

L) General Security Requirements

FMIT will, at all times, implement and maintain industry standard administrative, physical and technical security controls and best practices, which will be followed in all relevant aspects while performing any work under this Agreement and which will include, at a minimum, safeguards to: (1) ensure the security and confidentiality of COMPANY Content and Personal Information, hereby defined as any and all individually identifiable information or data relating to a natural person that (a) directly or indirectly identifies or can be used to directly or indirectly identify, contact or locate an individual or household, (b) that relates to an individual or household, whose identity can be either directly or indirectly inferred, including any information that is linked or linkable to that individual or household, or (c) that may be considered personally identifiable information or personal information under any applicable data protection laws, which includes any and all statutes, laws, ordinances, rules, regulations, codes, orders, official guidance, or other requirements of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of any competent jurisdiction, relating to the protection, use, or security of personally identifiable information and personal information, including, but not limited to, the California Consumer Privacy Act and the EU General Data Protection Regulation (collectively referred to herein as "Data Protection Laws"); (2) protect against any anticipated threats or hazards to the security or integrity of such confidential and/or Personal Information; (3) protect against unauthorized access to or use of such confidential and/or Personal Information; and (4) dispose of such confidential and/or Personal Information in a secure manner. Such controls, practices and safeguards shall in no event be less stringent than those used to safeguard FMIT's own property, or than those used by other companies providing similar services

M) Consumer Privacy

FMIT and COMPANY shall comply with all applicable Data Protection Laws. If FMIT is a data processor, data controller or receives and utilizes Personal Information under this Agreement in accordance with applicable Data Protection Laws, FMIT agrees that it will in the performance of Services under this Agreement: (1) only manage and process Personal Information in compliance with, this Agreement and will not use, sell, disclose or process the Personal Information for any purpose other than those permitted by COMPANY and anticipated by this Agreement; (2) take appropriate measures to assist COMPANY in responding to requests from individuals to exercise their data privacy rights under applicable Data Protection Laws; (3) provide to COMPANY, upon request, a list of current sub-processors which may handle Personal Information at FMIT's direction; and (4) take appropriate measures to ensure that persons employed by it and other persons engaged by it are aware of and comply with applicable Data Protection Laws. In the event FMIT receives a request from a consumer to access, amend, transfer, block, or delete Personal Information, FMIT shall direct the consumer to submit any such request directly to COMPANY as set forth on COMPANY's website. FMIT agrees to use commercially reasonable efforts, and no later than within five (5)

business days from receipt of the consumer's request, to advise COMPANY of such request.

N) Personnel Resources Due Diligence - FMIT

With respect to access to COMPANY systems, FMIT will perform commercially reasonable due diligence to ensure the integrity of personnel resources assigned to perform the Services set forth in this Agreement and to use commercially reasonable efforts to prevent malicious activities by FMIT personnel resources who are performing Services under this Agreement. FMIT will comply with the following personnel security policy requirements as part of this Agreement: (a) FMIT will disable orphan computer accounts within twenty-four (24) hours; and (b) FMIT will, in a commercially reasonable manner, proactively monitor the activities of FMIT employees performing Services under this Agreement to reasonably protect COMPANY's customers' assets and reasonably identify fraudulent, suspicious, or irregular activity. FMIT and its subcontractors approved by COMPANY will be required to adhere to any COMPANY global information security ("GIS") policies related to the Services if such GIS Policies are provided to FMIT in writing. Failure to adhere and cure within fourteen (14) days of written notice by COMPANY to COMPANY's GIS policies or any COMPANY information security standard required by COMPANY (and provided to FMIT in writing) for FMIT to perform the Services may result in termination of access. If required and provided by COMPANY, FMIT must complete a security assessment which must be reviewed and approved by COMPANY's information security compliance designee prior to any connection to COMPANY's systems.

O) Personnel Resources Due Diligence - COMPANY

With respect to access to FMIT systems, COMPANY will perform commercially reasonable due diligence to ensure the integrity of personnel resources assigned to perform COMPANY's obligations under this Agreement and to use commercially reasonable efforts to prevent malicious activities of COMPANY personnel resources who are assigned to perform COMPANY's obligations under this Agreement and remain employees of COMPANY. COMPANY will comply with the following personnel security policy requirements as part of this Agreement: (a) COMPANY will disable orphan computer accounts within twenty-four (24) hours; and (b) COMPANY will, in a commercially reasonable manner, proactively monitor the activities of COMPANY employees performing COMPANY's obligations under this Agreement to reasonably protect FMIT's and its customers' assets and reasonably identify fraudulent, suspicious, or irregular activity. COMPANY will be required to adhere to FMIT's GIS policies related to the Platform, if such FMIT GIS policies are provided to COMPANY in writing. Failure to adhere and cure within fourteen (14) days of written notice by FMIT to FMIT's Global Information Security policies or any FMIT information security standard necessary for FMIT to perform the Services for COMPANY may result in termination of access.

P) Disclosure and Notification of Security Breaches

Both Parties warrant that the information technology systems that are necessary for the provision of services (the "Service-Related IT Systems") to the other Party under the Agreement have not suffered any actual or reasonably suspected unauthorized access to or acquisition of any information maintained on the Service-Related IT Systems (each, a "Security Breach"). Both Parties warrant that they are not and have not been a party to any current, pending, threatened, or resolved enforcement action of any government agency, or any consent decree or settlement with any governmental agency or private person or entity regarding any Security Breach or otherwise regarding data or information security.

If there is a Security Breach, FMIT shall promptly notify COMPANY of any actual or reasonably suspected Security Breach of the Service-Related IT Systems. In any notification required under this Section of the Agreement, FMIT shall designate one or more individuals employed by FMIT who will be available to COMPANY as a contact regarding such Security Breach. FMIT shall (a) use commercially reasonable efforts to address and assist the COMPANY with its reasonable concerns regarding such Security Breach and any dispute, inquiry or claim that concerns such Security Breach; and (b) shall provide COMPANY with assurance reasonably satisfactory to COMPANY that reasonable steps have been taken to minimize and prevent the recurrence of similar Security Breaches. Unless prohibited by an applicable statute or court order, FMIT shall also notify COMPANY of any third-party legal process relating to any such Security Breach, including, but not limited to, any legal process initiated by any governmental entity (foreign or domestic).

Q) Insurance

FMIT shall maintain adequate levels of commercial general liability, products liability and workers' compensation

insurance. Such insurance shall remain in effect throughout the Term of this Agreement.

R) Force Majeure

Either Party shall be excused from performance or delay hereunder if such Party is unable to perform its obligations hereunder as a result of any act of God, war, riots, fire, floods, epidemics, quarantine restrictions, strikes, civil commotions or governmental authorities or similar acts outside the reasonable control of the non-performing Party (a "Force Majeure"). Both Parties shall use their best efforts to terminate or cause the expiration of any Force Majeure as soon as practicable following its occurrence. Nothing in this Section R will excuse FMIT from executing its disaster recovery plan as described above. Further, if any Force Majeure prevents FMIT from performing any material portion of the Services for a period of time in excess of 30 days, COMPANY may upon written notice to FMIT terminate this Agreement immediately and without penalty.

S) Assignment and Subcontracting

Neither Party may assign its rights or delegate or subcontract its obligations hereunder without the prior written consent of the other Party; provided, however, that a Party may, without the other Party's written consent, assign or transfer its rights, duties, obligations or privileges under this Agreement in connection with a change of control of such Party, provided, further that the assignee agrees to adhere to the terms of this Agreement. Any purported assignment, delegation, or subcontract in violation of this provision will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

T) Amendment

This Agreement may be amended or modified only by a written instrument executed by each of the Parties hereto.

U) Survival

The terms and provisions, which by their nature should survive expiration or termination, shall survive expiration or termination of this Agreement.

V) Notices

All notices and other communications in connection with this Agreement shall be in writing and shall be deemed to have been received by a Party when actually received in the case of hand delivery, or upon the passage of five (5) calendar days after deposit in the United States mail, by registered or certified mail, postage prepaid, or the passage of two (2) days after mailing by a nationally recognized overnight carrier, to each Party at the addresses shown above.

W) General

The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. This Agreement is entered into for the benefit of the Parties only.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Fresh Managed IT, LLC

Franchise Group LLC

By: _____
(Authorized Signature)

David Corts
Printed Name

Authorized Signatory , FMIT
Title

Date

By: _____
(Authorized Signature)

Name of Franchise Signatory
Printed Name

Signatory Title
Title

Date

EXHIBIT A
Covered Products and Services

A. Overview

Below is the CPS document. All work is subject to change based on the following:

1. Limitations presented from Third-Party Providers or integrations: Should such changes be necessary to method in which FMIT must deliver any of the Products and Services below, FMIT will provide, in writing, the proposed necessary changes. Changes will be agreed upon by both Parties and attached in writing to this Agreement.

B. CPS

Service	Description	Rate
FreshLink PCI Secure Store network	FreshLink PCI Secure Store network	\$59/location/month
Meraki Network License	Meraki Network License	Pricing based on number and type of devices
Cellular Wireless backup	Cellular Wireless backup	\$39/location/month
Cloud Desktop	Hosting, storage and access to COMPANY'S Restaurant Management System.	\$50/user/month
Cloud Desktop with MS Office	Hosting, storage and access for COMPANY data and Microsoft Office.	\$65/user/month
Hosted Phones	Voice over IP Phone Services	\$42/phone/month
Cloud Data Archive	Store and maintain historical financial, employee, and operational data for COMPANY business.	\$75/location/month
Other Services	Other services may be added as requested by location.	Variable based on service

C. Implementation Support

FMIT will continue to provide 'train the trainer' services to key members of COMPANY service teams, identified to FMIT by COMPANY. FMIT expressly acknowledges that COMPANY's obligations hereunder are conditioned, in part, on FMIT's provision of requested development and training to the COMPANY service team. The content, format and frequency of training provided by FMIT, at the request of COMPANY, shall be provided in a commercially reasonable manner. FMIT will also appoint a single point of contact within FMIT for COMPANY's service team support and communicate the name of that single point of contact (updated from time to time in writing, as necessary, by FMIT) to COMPANY within one (1) day of a request by COMPANY.

D. Service Fees

Each month during the Term, COMPANY or its Affiliates, as directed by COMPANY, will pay FMIT via ACH a minimum service fee in the amount of two hundred dollars (\$200.00) per month for each Location listed on Schedule B hereto from time to time (the "Service Fee") using the Services, regardless of whether Services are made Live by the COMPANY, Franchisees or Affiliates. FMIT shall invoice COMPANY (or the applicable Affiliate) for Service Fees in advance each month. COMPANY, Franchisees or Affiliates shall pay such invoiced Service Fees within seven (7) days of receipt of each invoice via ACH. Additional owned or franchised stores can be added to this Exhibit A upon written agreement of FMIT and COMPANY, and the Service Fee for any such added location shall be added to the invoice generated by FMIT for the Service Fees applicable to each store

location. Upon written notice, any Location that permanently ceases operations or is no longer a Franchisee of COMPANY may be removed from Exhibit C and the Service Fee going forward will be correspondingly reduced. FMIT reserves the right to adjust the Service Fee once each calendar year, on not less than 30 days' prior written notice to COMPANY, to reflect changes in the services and the market conditions for technology and labor. FMIT reserves the right to adjust the Service Fee once each calendar year, on not less than 30 days' prior written notice to COMPANY, to reflect changes in the services and the market conditions for technology and labor. FMIT may increase the Service Fee for services and products included in the Services at rates competitive with comparable services from other providers. The percentage of each adjustment that is an increase in the Service Fee without any change in Services will not exceed a ten percentage (10%) increase.

E. Travel Expenses

If travel is required by a FMIT employee(s) to fulfill the SOW, COMPANY shall reimburse FMIT for all pre-approved travel costs. Both Parties will agree in writing to the travel costs (in advance of the travel) and such costs will be attached as an addendum to the SOW.

[End of Scope of Work Document]

EXHIBIT B
SERVICE LEVEL AGREEMENT ("SLA")

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

A. Service Agreement

1. Service Scope

The following Services are covered by this Agreement;

- a. Manned telephone support
- b. Monitored email support
- c. Remote assistance using Remote Management Software and a virtual private network where available.
- d. Planned or Emergency Onsite assistance

2. Periodic Review

This Agreement is valid from the Effective Date outlined herein and is valid until further notice. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

3. Customer Requirements

Customer responsibilities and/or requirements in support of this Agreement include:

- a. Payment for all support costs at the agreed interval.
- b. Reasonable availability of customer representative(s) when resolving a service-related incident or request.

4. Service Provider Requirement

Service Provider responsibilities and/or requirements in support of this Agreement include:

- a. Meeting response times associated with service-related incidents.
- b. Appropriate notification to Customer for all scheduled maintenance.

5. Service Assumptions

Assumptions related to in-scope services and/or components include changes to services will be communicated and documented to all stakeholders.

B. Service Management

1. Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

2. Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- a. Telephone support: 24/7
- b. Email support: Monitored 24/7
- c. Onsite assistance guaranteed within 48 hours during the business week

3. Service Requests

In support of services outlined in this Agreement, the Service Provider will respond to service-related incidents and/or requests submitted by the Customer within the following time frames:

Critical – Service not available (all users and functions down)	within 1 hour
High – Significant degradation of service (large number of users affected)	within 4 hours

Medium - Limited degradation of service (limited number of users affected)	within 8 hours
Low - Small service degradation (business process can continue, one user affected)	within 16 hours

Remote assistance will be provided in-line with the above timescales dependent on the priority of the support request.

[End of SLA Document]

Exhibit C

PARTICIPATING LOCATIONS

Entity/Location	Location/ Other Name	Unit Address	City, State, Zip Code
Location 1 LLC	Location 1		
Location 2 LLC	Location 2		
Location 3 LLC	Location 3		
Location 4 LLC	Location 4		

[End of Participating Location List]

TAZIKI'S FRANCHISEE JOINDER TO MASTER SERVICES AGREEMENT

By and between Franchisee and Fresh IT Cooperative LLC

This Taziki's Franchisee Joinder to Master Services Agreement (this "**Joinder**") is entered into as of the latest signature date set forth on the signature page (the "**Effective Date**") by and between:

(1) [FRANCHISEE LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [ADDRESS] ("**Franchisee**"); and

(2) Fresh IT Cooperative LLC, an Alabama limited liability company with its principal place of business at 5361 Highway 280, Suite 107A, Hoover, Alabama 35242 ("**FITC**"). Franchisee and FITC are each referred to herein as a "**Party**" and collectively as the "**Parties**."

WHEREAS, Fresh Technology, Inc. ("**FTI**") and Taziki's Inc. ("**Taziki's**") entered into that certain Master Services Agreement dated September 6, 2024 (as may be amended from time to time, the "**MSA**") pursuant to which FTI agreed to provide certain restaurant management software and related services to Taziki's owned, affiliate, and franchisee locations identified on Exhibit C of the MSA;

WHEREAS, FTI assigned the MSA, including all of its rights and obligations thereunder, to FITC, and FITC has succeeded FTI as the contractual counterparty to the MSA;

WHEREAS, Franchisee is a Taziki's franchisee operating one or more Taziki's-branded restaurant locations pursuant to a franchise agreement with Taziki's (the "**Franchise Agreement**") and desires to obtain the products and services provided by FITC under the MSA for such locations;

WHEREAS, the MSA provides that the MSA covers any location operating as a Taziki's-owned location, affiliate, or franchisee location, and the Parties wish to extend the MSA's coverage to Franchisee's locations on the terms set forth in this Joinder; and

WHEREAS, Franchisee will receive professional services from Fresh Support LLC ("**Fresh Support**") pursuant to a separate services agreement between Franchisee and Fresh Support, which is not affected by or incorporated into this Joinder.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Adoption of MSA

1.1 Adoption. Franchisee hereby adopts the MSA in its entirety and becomes a Party to the MSA as if Franchisee had been an original signatory thereto in the capacity of "**COMPANY**" (as that term is used in the MSA) with respect to the locations identified on Annex A hereto (the "**Franchisee Locations**"). All

rights, obligations, terms, and conditions of the MSA apply to Franchisee with respect to the Franchisee Locations, including (without limitation) the obligations of COMPANY set forth in Sections C, D, F, H, I, K, L, N, O, Q, R, and S of the MSA.

1.2 No Other Modifications. Except as expressly set forth in this Joinder, the MSA is not modified or amended by this Joinder. The MSA, as among FITC, Taziki's, and Franchisee, remains in full force and effect in accordance with its terms.

1.3 Conflict. In the event of any conflict between the terms of this Joinder and the terms of the MSA with respect to Franchisee and the Franchisee Locations, the terms of this Joinder control to the extent of the conflict. With respect to all other matters and other parties, the MSA controls.

2. Direct Contracting Relationship with FITC

2.1 Direct Counterparty. Notwithstanding the MSA's original two-party structure between FITC (as successor to FTI) and Taziki's, the contracting and billing relationship for the services to be provided at the Franchisee Locations is between FITC and Franchisee directly. FITC will invoice Franchisee directly for all Service Fees and other amounts payable under the MSA with respect to the Franchisee Locations, and Franchisee will pay such invoices directly to FITC in accordance with the MSA.

2.2 Taziki's Role. Franchisee acknowledges that Franchisee is responsible for all obligations of "COMPANY" under the MSA with respect to the Franchisee Locations, including payment of all applicable Service Fees, and that Taziki's shall have no liability or responsibility for such obligations as to the Franchisee Locations.

3. Pricing

3.1 Pricing per MSA Exhibit A. Franchisee shall pay the Service Fees set forth in Exhibit A of the MSA with respect to the products and services subscribed to at the Franchisee Locations, on the terms and at the rates set forth therein. The Service Fees for the Franchisee Locations shall be invoiced and paid in accordance with Section C of Exhibit A of the MSA.

3.2 Franchisor-Negotiated Pricing. To the extent Taziki's, as franchisor, has negotiated specific pricing or commercial terms with FITC or with any third-party vendor (including Restaurant365) that apply to Taziki's franchisees, such pricing or terms shall apply to Franchisee for the Franchisee Locations. Franchisee acknowledges that such franchisor-negotiated pricing may differ from FITC's standard pricing, and Franchisee is bound by, and may rely upon, such franchisor-negotiated terms only to the extent communicated to Franchisee by FITC or Taziki's in writing.

3.3 Annual Subscription and Pricing Adjustments. Franchisee acknowledges that certain products provided under the MSA, including Restaurant365, are sold on annual subscription terms that automatically renew on each twelve-month anniversary and are not cancellable mid-term except in limited circumstances defined in the applicable vendor terms. Pricing for such subscriptions, including any annual increases (up to six percent (6%) per year for Restaurant365 without prior notice), is subject to the terms set forth in Exhibit A of the MSA and the applicable vendor terms.

3.4 Effect of Franchise Termination on Pricing. The franchisor-negotiated pricing set forth in Section 3.2 applies only while Franchisee is operating the Franchisee Location as a Taziki's franchise. If Franchisee ceases to operate any Franchisee Location as a Taziki's franchise but a vendor-resold subscription (including Restaurant365) for such Franchisee Location continues in effect through the remainder of the applicable subscription term per Section 5.2(b), then the pricing for such continued subscription shall convert, effective as of the date the franchise relationship ends with respect to such Franchisee Location, to FITC's then-current standard pricing for similarly-situated non-franchisor-affiliated customers, and Franchisee shall remain liable for fees at the converted standard pricing through the actual termination date of the subscription.

4. Billing and Payment

4.1 Direct Billing. FITC will invoice Franchisee directly each month for the Service Fees and other amounts payable with respect to the Franchisee Locations. Invoices will be delivered to the email address Franchisee designates in writing.

4.2 ACH Debit Authorization. As a condition of this Joinder, Franchisee shall execute and maintain in effect an ACH Debit Authorization in favor of FITC and Fresh Support, in the form provided by FITC and Fresh Support, authorizing each to debit Franchisee's designated business bank account for invoiced fees. Franchisee's execution of the ACH Debit Authorization is required for both the FITC services under this Joinder and the Fresh Support services under Franchisee's separate agreement with Fresh Support.

4.3 Payment Terms. Payment terms for invoices under this Joinder are as set forth in Section C of Exhibit A of the MSA. Invoices shall be paid within seven (7) days of receipt via ACH.

5. Franchise Relationship

5.1 Acknowledgment. Franchisee acknowledges that Franchisee is a franchisee of Taziki's operating the Franchisee Locations pursuant to the Franchise Agreement, and that the products and services provided under the MSA are provided in connection with Franchisee's franchise relationship with Taziki's. Franchisee represents that Franchisee has the right and authority under the Franchise Agreement to enter into this Joinder and to subscribe to the products and services contemplated hereby.

5.2 Termination of Franchise Agreement. If Franchisee ceases to operate any Franchisee Location as a Taziki's franchise (whether by termination, expiration, or non-renewal of the Franchise Agreement, or by sale, closure, or other disposition of the Franchisee Location), Franchisee shall promptly notify FITC in writing. With respect to such Franchisee Location: (a) the MSA's coverage of such Franchisee Location with respect to FITC services other than vendor-resold subscriptions (including Restaurant365 subscriptions) shall terminate effective as of the date such Franchisee Location ceases to operate as a Taziki's franchise; (b) Restaurant365 and other vendor-resold subscriptions for such Franchisee Location shall continue in effect for the remainder of the applicable subscription term and shall not be cancellable mid-term except in the limited circumstances defined in the applicable vendor terms (which require, in the case of Restaurant365, R365's discretionary grant of a Customer Loss Event termination); (c) Franchisee shall remain liable for all fees and charges accrued and payable through the actual

termination date of each affected subscription, including any vendor-resold subscription fees that continue to accrue after the franchise relationship ends until the applicable subscription term ends or vendor-approved early termination is granted; and (d) FITC will use commercially reasonable efforts to submit a Customer Loss Event termination request to Restaurant365 on Franchisee's behalf if Franchisee requests it, but FITC makes no representation as to whether R365 will grant such request.

5.3 No Franchisor Liability. Taziki's, in its capacity as franchisor of Franchisee, is not a party to this Joinder and shall have no liability or obligation to FITC under this Joinder with respect to Franchisee or the Franchisee Locations. The MSA, as between FITC and Taziki's, remains independently in effect with respect to Taziki's-owned locations, Taziki's affiliate locations, and other Taziki's franchisees as set forth in Exhibit C of the MSA.

6. Notices

Notices under this Joinder shall be delivered in accordance with Section Y of the MSA. Notices to FITC shall be sent to:

Fresh IT Cooperative LLC
 5361 Highway 280, Suite 107A
 Hoover, Alabama 35242
 Attention: [TITLE / NAME OF NOTICE RECIPIENT]
 Email: [NOTICES EMAIL ADDRESS FOR FITC]

Notices to Franchisee shall be sent to:

[FRANCHISEE LEGAL NAME]
 [FRANCHISEE NOTICE ADDRESS]
 Attention: [TITLE / NAME OF NOTICE RECIPIENT]
 Email: [FRANCHISEE NOTICES EMAIL]

7. Miscellaneous

7.1 Governing Law and Venue. This Joinder is governed by, and the rights and obligations of the Parties hereunder are interpreted in accordance with, the laws of the State of Tennessee, without regard to its conflict-of-laws principles, in conformity with Section M of the MSA. The proper venue for any dispute arising out of or relating to this Joinder is the United States District Court for the Middle District of Tennessee and Davidson County, Tennessee, and each Party hereby consents to the personal jurisdiction of such courts.

7.2 Counterparts; Electronic Signatures. This Joinder may be executed in any number of counterparts, each of which is an original and all of which together constitute one and the same instrument. Signatures delivered by electronic means (including DocuSign or PandaDoc) have the same effect as original signatures.

7.3 Entire Agreement. This Joinder, together with the MSA (as adopted by Franchisee pursuant to Section 1.1) and any separately executed agreements between Franchisee and Fresh Support, constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes any prior agreements or understandings between the Parties on such subject matter.

7.4 Amendments. This Joinder may be amended only by a written instrument signed by both Parties.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Joinder as of the latest signature date set forth below.

FRESH IT COOPERATIVE LLC

By: _____

Name: _____

Title: _____

Date: _____

[FRANCHISEE LEGAL NAME]

By: _____

Name: _____

Title: _____

Date: _____

ANNEX A — FRANCHISEE LOCATIONS

The following Franchisee Locations are covered by this Joinder and shall be added to Exhibit C of the MSA effective as of the Effective Date. Service Fees for these locations shall commence as of the date each location goes live or as otherwise agreed in writing.

Entity / Operating LLC	Location Name	Unit Address	City, State, ZIP

Additional Franchisee Locations may be added from time to time by means of an addendum to this Annex A executed in writing by both Parties, in accordance with the procedure set forth in Section E of Exhibit A of the MSA and the Letter Agreement model for additional locations as the Parties may agree.

ACH DEBIT AUTHORIZATION

Authorizing Fresh IT Cooperative LLC and Fresh Support LLC

This ACH Debit Authorization (this “**Authorization**”) is given by the undersigned (“**Client**”) to **Fresh IT Cooperative LLC**, an Alabama limited liability company (“**FITC**”), and **Fresh Support LLC**, a Tennessee limited liability company (“**Fresh Support**”). FITC and Fresh Support are referred to herein individually as an “**Originator**” and collectively as the “**Originators.**” This Authorization is given in connection with the Master Services Agreement among Client, FITC, and Fresh Support, or such other written agreement(s) under which Client has agreed to pay fees to either or both Originators (as applicable, the “**Underlying Agreement**”).

1. Client Information

Client Legal Name	Doing Business As (if different)
Federal Tax ID (EIN)	State of Formation
Billing Address (Street)	City, State, ZIP
Authorized Signer Name	Title
Email for Invoices	Phone

2. Bank Account to be Debited

Client represents and warrants that the bank account identified below is a **business account** owned by Client and used for business purposes. Client acknowledges that this Authorization permits debits as Corporate Credit or Debit (CCD) entries under the Nacha Operating Rules and is not authorized for use against any consumer or personal account.

Bank Name	Bank Branch / City
Account Holder Name (must match Client)	Account Type (Checking ☐ Savings ☐)
ABA / Routing Number (9 digits)	Account Number

Voided check or bank letter. Client may attach a voided business check or a bank-issued letter confirming the routing and account numbers in lieu of completing the Routing Number and Account Number fields above. Any such attachment is incorporated into and made a part of this Authorization.

Replacement of prior account. If Client previously authorized debits from a different bank account in favor of either Originator, the account identified in this Section 2 replaces the previously authorized account as of the effective date of this Authorization.

3. Supersession of Prior Authorizations

By signing this Authorization, Client authorizes both FITC and Fresh Support to initiate ACH debit entries to the bank account identified in Section 2 in accordance with the terms of this Authorization. **This Authorization supersedes and replaces in its entirety any prior ACH debit authorization between Client and either Originator,** and any such prior authorization is of no further force or effect as of the effective date of this Authorization.

In-flight debits. Any ACH debit entry transmitted by an Originator to its originating depository financial institution within five (5) business days after the effective date of this Authorization is, at the Originator's election, governed by either the prior authorization or this Authorization. Debits initiated by an Originator under a prior authorization before the effective date of this Authorization remain valid in accordance with the terms of the prior authorization under which they were initiated.

4. Originator Identification

Each Originator is a separate legal entity with its own ACH origination relationship and Company ID. Debits initiated by each Originator will appear on Client's bank statement under the corresponding Company ID and Company Entry Description set forth below.

	FITC	Fresh Support
Legal Name	Fresh IT Cooperative LLC	Fresh Support LLC
State of Formation	Alabama	Tennessee
Registered Address	5361 Highway 280, Suite 107A, Hoover, AL 35242	975 Main Street, Suite 201, Nashville, TN 37206
Notice Address	5361 Highway 280, Suite 107A, Hoover, AL 35242	c/o Fresh IT Cooperative LLC, 5361 Highway 280, Suite 107A, Hoover, AL 35242
ACH Company ID	[FITC 10-DIGIT ID]	[FS 10-DIGIT ID]
Bank Statement Description	[FITC DESC, 10 char]	[FS DESC, 10 char]
SEC Code	CCD	CCD

5. Authorized Debits

Client authorizes each Originator to initiate ACH debit entries to the bank account identified in Section 2 for the following amounts:

(a) Recurring Charges. Recurring monthly subscription fees, support fees, and other periodic charges payable by Client to the Originator under the Underlying Agreement, in the amounts set forth in the Underlying Agreement or in the applicable invoice.

(b) Variable Charges. Usage-based fees, time-and-materials charges, hourly fees, equipment charges, new-store-opening fees, project fees, gatekeeping fees, payroll service usage fees, AP service usage fees, and any other variable or non-recurring fees payable by Client to the Originator under the Underlying Agreement, in the amounts set forth in the applicable invoice. Client expressly acknowledges that the amount of each variable debit may differ from prior debits and that this Authorization permits debits in any amount properly invoiced under the Underlying Agreement.

(c) Returned-Item and Late Fees. Bank-imposed returned-item fees, NSF fees, and any late-payment fees provided for in the Underlying Agreement, each of which may be debited as a separate entry.

(d) Corrections. ACH reversing entries to correct an erroneous prior debit, in accordance with the Nacha Operating Rules.

6. Notice of Debits

Each Originator will deliver to Client an invoice for each debit at least **seven (7) calendar days** before the scheduled debit date. The invoice will identify the Originator, the amount to be debited, the scheduled debit date, and the services or charges to which the debit relates. Client agrees that **the invoice itself constitutes the notice of debit** required for variable-amount debits, and Client expressly waives any right to receive a separate notice in addition to the invoice.

Invoices will be delivered to the email address identified in Section 1 (or such other email address as Client may provide in writing). Client is responsible for ensuring it receives invoices and for monitoring the designated email address (including spam, junk, and quarantine folders). If Client does not receive an expected invoice, Client must notify the applicable Originator in writing within **three (3) business days** of the expected delivery date; otherwise, the invoice is deemed delivered on the date sent and the debit is deemed authorized in accordance with this Authorization.

If Client in good faith disputes any amount on an invoice, Client must notify the applicable Originator in writing of the disputed amount **before the scheduled debit date**. The Originator will not initiate a debit for any amount that Client has timely disputed in writing, pending resolution of the dispute. Client remains obligated to pay all undisputed amounts on the invoice and may not withhold payment of undisputed amounts on account of a dispute.

7. Account Changes

Client must give the Originators at least **ten (10) business days** advance written notice of any change to the bank account identified in Section 2 (including a change of bank, account number, or account type). To effect a change, Client must complete a new Section 2 (or submit equivalent written information signed by an authorized signer) and deliver it to each Originator. Until the new account information is acknowledged by the Originator in writing, the Originator may continue to debit the previously authorized account, and Client remains responsible for any returned-item fees resulting from a change made without the required notice.

8. Revocation; Effect on Underlying Agreement

Partial or full revocation. Client may revoke this Authorization, in whole or as to either Originator individually, by giving the applicable Originator written notice at the Notice Address set forth in Section 4. A revocation directed to one Originator does not affect the Authorization with respect to the other Originator unless Client expressly so states. Revocation is effective **ten (10) business days** after the Originator's receipt of the notice, or such earlier date as the Originator may agree in writing. Revocation does not affect any debit initiated by the Originator before the revocation became effective.

Effect on Underlying Agreement. Revocation of this Authorization (in whole or as to either Originator) does **not** terminate the Underlying Agreement and does not relieve Client of its obligation to pay fees due under the Underlying Agreement. If Client revokes this Authorization with respect to an Originator, Client must pay invoices issued by that Originator by wire transfer or other means acceptable to that Originator within the payment terms set forth in the Underlying Agreement.

9. Client Representations and Warranties

Client represents, warrants, and covenants that:

- (a) Client has full authority to grant this Authorization and the person signing below is duly authorized to sign on behalf of Client;
- (b) The bank account identified in Section 2 is a business account owned by Client and is not a consumer or personal account;
- (c) Client will maintain sufficient available funds in the account to cover each debit on the scheduled debit date;
- (d) Client will promptly notify the Originators of any change to the account or to Client's contact or billing information; and
- (e) The information provided by Client in this Authorization is true, complete, and accurate.

10. Returned Items and Insufficient Funds

If a debit is returned for any reason (including insufficient funds, account closed, or stop payment), the applicable Originator may (i) re-present the debit in accordance with the Nacha Operating Rules, (ii) charge Client a returned-item fee not to exceed the maximum permitted by applicable law (currently **\$35.00 per returned item**) plus any fees imposed by the Originator's bank, and (iii) charge Client a late fee in accordance with the Underlying Agreement. Repeated returns may be treated as a payment default under the Underlying Agreement.

11. Miscellaneous

(a) Nacha Compliance. This Authorization is given pursuant to and is governed by the Nacha Operating Rules and applicable law. Each Originator will initiate debits in accordance with the Nacha Operating Rules. Client agrees to be bound by the Nacha Operating Rules to the extent applicable to it.

(b) Electronic Signature. Client agrees that an electronic signature on this Authorization (including via DocuSign, PandaDoc, or similar service) has the same legal effect as a handwritten signature. Each Originator may retain this Authorization in electronic form and may produce an electronic copy as evidence of the Authorization in any proceeding.

(c) Retention. Each Originator will retain this Authorization (or a faithful electronic reproduction) for at least two (2) years following its termination or revocation, as required by the Nacha Operating Rules.

(d) Independent Authorizations. This Authorization grants two independent authorizations — one to FITC and one to Fresh Support. The invalidity, revocation, or termination of either authorization does not affect the other. Each Originator may rely on this Authorization independently.

(e) Successors and Assigns. This Authorization binds and benefits Client and each Originator and their respective successors and permitted assigns. Either Originator may assign this Authorization to an Affiliate or to a successor in connection with a change of control or sale of all or substantially all of its assets, in each case to the extent permitted under the Underlying Agreement.

(f) Severability. If any provision of this Authorization is held to be invalid or unenforceable, the remaining provisions remain in full force and effect.

(g) Entire Authorization. This Authorization, together with the Underlying Agreement, is the entire agreement between Client and the Originators with respect to ACH debit authorization and supersedes any prior or contemporaneous understandings on that subject, including (without limitation) any prior ACH debit authorization between Client and either Originator.

12. Client Signature

By signing below, Client (i) acknowledges that it has read and understands this Authorization, (ii) authorizes both FITC and Fresh Support to initiate ACH debits in accordance with this Authorization, (iii) confirms that this Authorization supersedes any prior ACH debit authorization between Client and either Originator, and (iv) makes the representations and warranties set forth in Section 9.

CLIENT

Legal Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attachment I
Optional Digital Services Participation Agreement



DIGITAL MANAGEMENT PROGRAM AGREEMENT 2026 Review & Brand Management Services

The 2026 Digital Management Program is focused on what matters most: protecting and growing your store's online reputation. Through professional review management and real-time reporting via ReviewTrackers, participating stores benefit from consistent brand representation and responsive guest engagement across all major platforms.

Review Management

Our team will monitor and respond to guest reviews on your behalf, maintaining the high-quality, brand-aligned engagement that has helped participating stores achieve and sustain a 4.5+ average rating.

Includes the following:

- Responding to reviews on Google, Facebook, GrubHub, UberEats and Yelp within 48 hours
- Monitoring for new reviews across all connected platforms
- Escalating urgent or sensitive reviews to the appropriate store contact
- Maintaining consistent, on-brand voice across all responses
- Flagging inappropriate or spam reviews for removal where applicable

ReviewTrackers — Automated Reporting

Participating stores will receive automated reports directly through ReviewTrackers, providing real-time access to reputation data without relying on a manual reporting cycle.

Monthly automated reports include:

Store-Level Review Ratings

- Average rating per store for the reporting period with % change vs. prior period
- Daily rating trend chart with drop alerts when ratings fall more than 10% below target
- Individual store breakdowns across Cherry Grove, Deerfield, Kenwood, West Chester, and all participating Cincinnati-area locations

Experience Analysis (with Industry Benchmark Comparisons)

- Food: positive mention rate, total mentions, top keywords — benchmarked against the industry average
- Service: positive mention rate, total mentions, top keywords — benchmarked against the industry average
- Atmosphere: positive mention rate, total mentions, top keywords — benchmarked against the industry average
- Value: positive mention rate, total mentions, top keywords — benchmarked against the industry average
- Consumer context (lunch/dinner/occasion): positive mention rate and keyword themes
- Comparison to both the industry benchmark and the previous reporting period

Google Maps Performance Insights

- General Impressions: total and average for the period
- Clicks to Website: total and average for the period

- Clicks to Calls: total and average for the period
- Clicks to Navigation (directions): total and average for the period
- Weekly trend chart for all four metrics across the reporting period

Facebook Page & Brand Management

Separate from review response, our team will maintain your store's Facebook presence to ensure it reflects current brand standards and accurate location information at all times.

Includes the following:

- Maintaining page brand health — ensuring profile images, cover photos, and page details align with current brand guidelines
- Updating Facebook Banner and page information as needed (hours, address, contact info, seasonal creative)

Cost & Responsibilities

- The monthly program fee is \$75 per store.
- All review management, platform monitoring, and response services are included in this fee.
- ReviewTrackers reporting is delivered automatically to participating store contacts — no additional action required.
- Scope expansion beyond the services listed above may be accommodated with sufficient lead time and submission through the a Marketing Request via help@tazikis.com.

I agree to the above and to pay the associated cost of \$75 per store, per month.

Signature: _____

Date: _____

Store(s): _____

Exhibit B
Area Development Agreement

AREA DEVELOPMENT AGREEMENT

This Area Development Agreement (this “Agreement”) is made and entered into as of the Effective Date, by and between Taziki's Franchising, LLC, an Alabama limited liability company (“we,” “us” or “our”), as franchisor, and _____, a _____ (you” or “your”), as developer. The parties mutually agree, for good and valuable consideration, the receipt and sufficiency of which the parties mutually acknowledge, as follows:

1. Definitions. Words and phrases used in capitalized form in this Agreement have the meanings set forth in Section 31 of this Agreement and Section 54 of the form of Franchise Agreement attached as Attachment B unless the context indicates otherwise.

2. Exclusive Development Territory. During the Development Term, you will have the exclusive right to develop Taziki's Mediterranean Café Restaurants in the Development Territory (“Development Units”). We may, without any restriction or obligation to you, develop, operate, franchise and license other Persons to develop and operate Taziki's Mediterranean Café Restaurants at any location outside the Development Territory. We may, without any restriction or obligation to you, develop operate, franchise and license Nontraditional Concept Restaurants within or outside the Development Territory. After the Development Term, each Franchise Agreement will govern any territorial rights by means of the Protected Area of each Development Unit.

3. Performance Schedule. You must develop and the Opening Date must occur for at least three (3) Development Units within the Development Territory in accordance with the following schedule and the desired market area:

<u>Development Unit Number</u>	<u>Franchise Agreement and Location Approval Deadline</u>	<u>Opening Date Deadline</u>	<u>Desired Market Area</u>
1	30 days after Effective Date	9 months after Effective Date	
2	90 Days after Unit 1 Opening Date	9 months after Unit 1 Opening Date	
3	90 Days after Unit 2 Opening Date	9 months after Unit 2 Opening Date	

You may develop and open any number of additional Development Units within the Development Territory during the Development Term, so long as you follow our standard application and approval process for each Development Unit. A Development Unit not located in a Desired Market Area will satisfy the Performance Schedule only with our consent, if issued in writing by us at the time you submit, and we approve a franchise application for such Development Unit. Approval of the application is not presumed to be consent to count the approved Development Unit toward meeting the Performance Schedule. Time is of the essence in this Agreement.

4. Development Term. The “Development Term” of this Agreement commences on the Effective Date and the rights granted to you under this Agreement will expire on the earlier of _____, 20____, [or the Opening Date of the last Taziki's Mediterranean Café Restaurant to open to the Performance Schedule], unless terminated earlier in accordance with this Agreement.

5. Development & Initial Fees. When you sign this Agreement, you will pay us a non-refundable development fee consisting of (i) a First Unit Fee of \$35,000 for the first Development Unit, and (ii) an Additional Unit Fee of \$5,000 for each additional Development Unit, for a minimum of \$45,000. A reduced initial franchise fee of \$30,000 will be due when you sign the Franchise Agreement for each additional Development Unit, provided that you sign the Franchise Agreement and obtain our approval of the location on or before the deadline specified in Section 3. If you do not meet that deadline, the initial franchise fee for the additional Development Unit will be \$35,000. The First Unit fee will be credited to payment of the initial franchise fee of \$35,000 of the first Development Unit. Each Additional Unit Fee will be credited to the initial franchise fee of each additional Development Unit when you pay the balance of the initial franchise fee. If you do not complete the Performance Schedule by the relevant Opening Deadline, we will retain any portion of the Development Fee that has not been applied to initial franchise fees. The Development Fee is not refundable.

6. Site Submission. You must submit the information we may then require using our form of Franchised Restaurant site evaluation request to evaluate a proposed site for a Development Unit. We will review the submitted information and conduct any evaluation of the proposed site we deem appropriate. We may request any supplemental information we deem appropriate to evaluate the proposed site at any time and you will promptly provide such supplemental information.

7. Site Acceptance or Rejection. We retain the right to accept or reject each site selected by you, in our sole discretion. Within 30 days after your submission of all initial and supplemental information we request regarding a proposed site, we will give you notice of our acceptance or rejection of the site. If we accept the site, the notice will set forth any remaining conditions to that acceptance. If we reject the site, the notice will set forth the reasons for the rejection. If we do not give you notice of our acceptance of the site within 30 days after your submission of all initial and supplemental information we request regarding the site, you may deem us to have rejected the site. You acknowledge that we have not authorized and will not empower or authorize any officer, employee or agent of ours to accept or reject any proposed site except in accordance with this Section 7. You agree not to rely upon any representations, written or oral, to the contrary.

8. Responsibility for Site Selection. You will have sole responsibility for selecting the Location of your Development Unit and all aspects of the site acquisition, negotiation and development process, including (without limitation) compliance with all applicable zoning, licensing, building codes, leasing and other requirements. Neither we nor our Affiliates will have any responsibility, obligation or liability to you in connection with our efforts, assistance and/or advice in the selection and securing of a Location for your use, nor will we have any liability for any consequences of your selection of a site or any aspect of the site acquisition, negotiation and development process. You acknowledge that our acceptance of a site does not

constitute any representation, warranty or guaranty by us that the site will constitute a successful location for a Taziki's Mediterranean Café Restaurant and you waive and release us and our Affiliates from any claims and causes of action in that regard. You confirm that, except as provided in Section 10 below, we will not become involved in any way in the site acquisition, negotiation or development process.

9. Issuance of Franchise Agreement. When we accept your proposed site, we will forward to you the completed Franchise Agreement for the Development Unit using as a template the form of Franchise Agreement attached as Attachment B. You must sign and return to us the completed Franchise Agreement in accordance with our instructions, along with any remaining portion of the required initial franchise fee calculated as provided in Section 5, within 15 days after we tender the Franchise Agreement to you. If you fail to return the executed franchise agreement and the balance of the initial franchise fee to us within that 15-day period, we may revoke our acceptance of the proposed site. You will not begin construction or remodeling work at the accepted site until you have executed the Franchise Agreement, paid the balance of the initial franchise fee to us, and obtained our approval of the lease and your plans and specifications as provided in the Franchise Agreement.

10. Our Services. During the Development Term, we will provide you with the following services:

(a) Site Selection Services. We will provide you with our experience in the selection of sites for Taziki's Mediterranean Café Restaurants through the use of the forms, criteria and materials that we make available to developers, as well as the benefit of our review and evaluation of any proposed sites you select.

(b) Advice. We will provide you with periodic individual or group advice, consultation and assistance by personal visit, by telephone, or by newsletters or bulletins that we then make available to developers.

(c) Other Services. We will provide you with other resources and assistance that we may develop and then make available to new developers. We have no obligation to make any such other resources and assistance available.

11. Nature of Agreement. This Agreement only grants you the exclusive right to select sites for the construction of Development Units in the Development Territory and to submit those sites to us for our acceptance in accordance with this Agreement. This Agreement does not grant a license to use the name "Taziki's Mediterranean Café" or any other trade name, service mark, or trademark of ours. This Agreement does not grant you the right to open or operate any Taziki's Mediterranean Café restaurant. You will obtain those rights only under a Franchise Agreement with us, if and when fully executed and delivered by you and us.

12. Additional Covenants.

(a) Covenant Not to Compete. During the Development Term, you may not engage, either directly or indirectly through any financial or beneficial interest in any other Person, in any Competing Business, other than a Taziki's Mediterranean Café Restaurant licensed by us. For a period of two years after the termination or expiration of this Agreement

for any reason, you may not engage in any Competing Business, other than a Taziki's Mediterranean Café Restaurant licensed by us, within your Development Territory and within the Applicable Radius from any existing Taziki's Mediterranean Café Restaurant, as then listed on our website or any directory we provide to you. We may reduce the duration and/or geographic scope of this provision by written notice to you for applicable law.

(b) Employee Solicitation. For a period of eighteen (18) months after the termination or expiration of this Agreement for any reason, You will not employ or seek to employ any uniquely essential individual who, at the time, currently works or worked during the preceding three months for any of our other licensees or franchisees or for us, except with the consent of the affected licensee or franchisee or with our consent (as applicable). Uniquely essential employees include supervisory or managerial employees who have received training through the MIT Program described in the Franchise Agreement. We will not employ or seek to employ any individual who, at the time, currently works or worked during the past three months for you, except with your consent.

(c) Customer Solicitation. For a period of eighteen (18) months after the termination or expiration of this Agreement, You will not directly or indirectly solicit, interfere with or accept business from any customer of our other licensees or franchisees related to the provision of services or goods by any Competing Business. The provision is limited to those customers with whom you had material contact, meaning any contact, whether direct or indirect, made for the purpose of encouraging or inducing the customer to engage in business with You during the Term.

(d) Miscellaneous. In the event the provisions of this Section 12 are deemed to exceed the time, geographic scope, or other limitations permitted by applicable law, then such provisions shall be reformed to the maximum time, geographic scope or other limitations, as the case may be, then permitted by such law. In the event You violate the noncompetition or non-solicitation provisions of this Agreement, the applicable restrictive time periods shall be extended for an amount of time equal to length that You were in breach of those provisions.

13. Default. A default by you will occur under this Agreement if (a) you default in the performance of any of your obligations under this Agreement or any other agreement with us or our Affiliates, including (without limitation) the failure to meet the Performance Schedule or to make any payments as and when due to us or our Affiliates; (b) you request the appointment of a receiver or have a receiver appointed for any of your business or assets, make a general assignment for the benefit of your creditors, or commence a case for relief or have an order for relief entered against you under the United States Bankruptcy Code; or (c) we discover a material inaccuracy in any of your representations in this Agreement or in your application for this Agreement.

14. Remedies. Upon the occurrence of a default by you, we will have the right to terminate this Agreement upon not less than 30 days' notice to you, or such longer period as may be required by applicable law. If you do not cure the default within that notice period, we may terminate this Agreement. If you cannot cure the default within the notice period because of the nature of the default or if you notify us orally or in writing that you do not intend to cure the default, we may terminate this Agreement immediately upon notice to you. Upon the termination

of this Agreement, you immediately will cease to select and acquire sites for Development Units or hold yourself out as a Taziki's Mediterranean Café Restaurant developer. The termination of this Agreement will not affect your right to complete development of and operate Taziki's Mediterranean Café Restaurants in accordance with any executory Franchise Agreement with us.

15. Termination by Us for Commercial Impracticability. The parties agree that the commercial purpose of this Agreement is for Franchisor to license the System specified by Franchisor to Franchisee for use in operating the Franchised Restaurant strictly in accordance with the Operations Manual, in exchange for payment of the fees and under the conditions set forth in this Agreement. This Agreement intends for Franchisee to control the terms and conditions of employment for the employees of the Franchised Restaurant, and to supervise such employees as their employer, as set forth in Franchise Agreement Section 38, without constituting Franchisor as a joint employer of Franchisee or Franchisee's employees. Franchisee acknowledges that Franchisor is not in the business of owning and operating any Franchised Restaurant, and Franchisee has independently decided to enter into this Agreement to obtain the right to use the System so as to enter into the trade and business contemplated by the System. Franchisor may terminate this Agreement by written notice to Franchisee without penalty and without payment of any refunds or damages to Franchisee, and Franchisee will follow its post-termination obligations under Franchise Agreement Section 33 at its expense, if Franchisor determines in its sole discretion that either (i) a law or regulation is enacted, promulgated, repealed, modified or amended, (ii) a judicial or administrative tribunal or administrative agency has issued, published or released a decision, ruling or opinion in a matter not involving the parties directly or indirectly that Franchisor reasonably expects will affect applicable law or its interpretation, or (iii) an administrative agency, arbitrator or judge has issued an interim or final decision in a matter in which the parties are involved directly or indirectly, which (A) frustrates or adversely affects or could reasonably be expected to affect adversely the purposes of this Agreement, (B) makes performance of this Agreement commercially impracticable, (C) effectively modifies the allocation of risk, benefits and burdens agreed by the parties, (D) deprives any Party of its benefits of the bargain struck by the parties, as originally set forth in this Agreement, or (E) determines that an employment or a joint employment relationship exists between Franchisor and Franchisee.

16. CERTAIN WAIVERS.

(a) **YOU AND WE WAIVE THE RIGHT TO PURSUE AND RECEIVE ANY EXEMPLARY AND PUNITIVE DAMAGES AGAINST THE OTHER PARTY IN ANY DISPUTE ARISING UNDER THIS AGREEMENT OR RELATING TO THE FRANCHISE RELATIONSHIP, WHETHER ASSERTED AS A RELATED OR INDEPENDENT TORT, AS A BREACH OF CONTRACT, OR AS ANY OTHER CLAIM OR CAUSE OF ACTION BASED ON CONSTITUTIONAL, STATUTORY OR COMMON LAW.**

(b) **THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION RELATED TO THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE FRANCHISOR, THE FRANCHISEE, ANY GUARANTOR, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.**

17. Assignment.

(a) We may transfer, assign or pledge this agreement, in whole or in part, to any Person.

(b) The rights granted under this Agreement, and decision to enter into this Agreement with you, are personal to you and your Owners, based on their individual qualifications, resources, finances, experience, background, commitment and business acumen. You will not have any right to transfer, assign or pledge this Agreement or any of its rights under this Agreement, in whole or in part, to any Person without our express written consent, which we may withhold in our sole discretion.

(c) You may raise additional equity by the sale of your equity interests in exchange for cash or property (but not services) so long as you comply with the following procedures:

(1) The proposed transferee must satisfy all of the requirements and conditions then being used to qualify as a new franchisee of ours, including submission of a completed franchise application at least 30 days before the investment transaction;

(2) You must satisfy all of your monetary obligations then due and owing to us and our Affiliates;

(3) You must cure all existing defaults under this Agreement;

(4) You and your Owners must execute and deliver a general release of all claims and causes of action against us and our Affiliates; and

(5) You must pay us an administrative fee equal to \$1,000.00 when we approve the new Owner.

(d) If you are an individual, then in the event of your death, permanent disability or appointment of a guardian for you, this Agreement will terminate 90 days after your death, permanent disability or appointment of a guardian unless we give our consent within that 90-day period to the assignment of this Agreement to a successor in compliance with this paragraph.

(e) You may designate a Person that is a business entity that your Owners Control as the franchisee party to a Franchise Agreement at the time you submit your site information for the Development Unit. You will use our then current form of franchise application to provide information on all Persons who are to be Owners of the franchisee of that Development Unit. We may disapprove of any Person you propose to be an Owner and provide notice of our disapproval when we provide you with the Franchise Agreement. We may delay tender of the Franchise Agreement to complete our evaluation of the proposed Owners of the franchisee.

18. Indemnification. You will indemnify and hold us and our Affiliates harmless from any and all costs and damages, including (without limitation) attorneys' fees and expenses,

arising from your performance under this Agreement, your activities as developer of Development Units, including (without limitation) the identification, investigation, acquisition and financing of any site and the construction, remodeling and operation of any Development Unit, and including any claims or causes of action alleging our negligence or that you are acting as our agent in any way. You must provide and pay the costs of defense and resolution for us and our Affiliates, using legal counsel acceptable to us and our Affiliates. We and our Affiliates will have the right (but not the obligation) to participate in that defense. This Section shall survive termination or expiration of this Agreement.

19. Relationship of Parties. Neither this Agreement nor the performance of the obligations set forth in this Agreement will operate to make you our partner or agent. Neither party will have the authority to act or contract on behalf of the other. Neither party will have any responsibility for the obligations of the other party. You will indicate clearly the independent ownership of your business in all public records and in all of your dealings with third parties.

20. Entire Agreement. This Agreement will constitute the entire agreement of the parties with regard to the subject matter of this Agreement and will replace and supersede all other written and oral agreements and statements of the parties relating to the subject matter of this Agreement. Neither party is relying on any writing to enter into this Agreement other than as set forth in this Agreement and the Franchise Disclosure Document delivered to you.

21. Waiver. The failure of a party to insist in any one or more instances on the performance of any term or condition of this Agreement will not operate as a waiver of any future performance of that term or condition.

22. Notices. Except as otherwise provided in this Agreement, when this Agreement requires notice, the sending party must deliver or address the notice to the other party by certified mail, or delivery service with receipted delivery, or by electronic mail followed by transmittal of the original by first class United States Mail, to the following address:

Us:

Taziki's Franchising, LLC
3009 Pumphouse Road, Suite 200
Birmingham, Alabama 35243s
Attention: Franchising Department
Email: franchise@tazikis.com

You:

Email: _____

All notices will be deemed delivered and received if transmitted to the proper address on the earlier of (a) the date that the other party receives or refuses delivery of the notice or (b) three business days after the party places the notice in the United States mail, first class postage prepaid. Each party may change the party's address by giving notice to the other party.

23. Governing Law. This Agreement shall be governed by the laws of Alabama (without regard to any conflicts of law principles).

24. Venue. Subject to Section 18, the proper, sole and exclusive venue and forum for any action arising out of or in any way related to this Agreement shall be the federal and state courts where our principal place of business is located at the time of filing. As of the Effective Date, venue shall be in the United States District Court for the Northern District of Alabama or Jefferson County, Alabama. Each party to this Agreement hereby consents to any of those courts' exercise of personal jurisdiction over the party in that type of action and expressly waives all objections the party otherwise might have to that exercise of personal jurisdiction.

25. Legal Fees. In the event either party succeeds in any legal action to enforce the provisions of this Agreement, the losing party will reimburse the prevailing party for its attorneys' fees and costs related to the action, in addition to any other relief obtained by the prevailing party. The award will include an amount for that portion of the prevailing party's administrative overhead reasonably allocable to the time devoted by the prevailing party's in-house legal staff.

26. Construction. The parties acknowledge that each party and/or its legal counsel have reviewed and made revisions to this Agreement. The rule of construction requiring the resolution of any ambiguities in this Agreement against the drafting party will not apply to the construction of this Agreement or any attachments to this Agreement.

27. Authority. Each individual executing this Agreement in a representative capacity represents and warrants that he or she has the authority to execute this Agreement in the capacity indicated.

28. Severability. If a court of competent jurisdiction holds any provision of this Agreement invalid or ineffective with respect to any Person or circumstance, the holding will not affect the remainder of this Agreement or the application of this Agreement to any other Person or circumstance. If a court of competent jurisdiction holds any provision of this Agreement too broad to allow enforcement to its full extent, the court will have the power and authority to enforce the provision to the maximum extent permitted by law and may modify the scope of the provision accordingly pursuant to an order of the court.

29. Amendment. No amendment to this Agreement will become effective or binding on the parties, unless agreed to by all of the parties.

30. Counterparts. The parties may execute this Agreement in counterparts, each of which will constitute an original and all of which, when taken together, will constitute one and the same instrument.

31. Definitions. Unless the context of their use in this Agreement requires otherwise, the following words and phrases will have the following meanings when used in initially-capitalized form in this Agreement:

(a) Development Territory means the cities, counties and other political subdivisions listed below, in accordance with their boundaries as of the date of this Agreement,

as shown on Attachment A to this Agreement, less and except any protected radius previously granted by us currently in effect under any existing franchise agreement and as increased or reduced in the future through the renewal of any existing franchise agreement.

(b) Effective Date means the date we enter immediately below our signature block on this Agreement as the date on which you and we are legally bound under this Agreement, provided that if no such date is entered, then the Effective Date shall be the date on which we execute and deliver this Agreement.

(c) Opening Date means the date the Franchised Restaurant opens for business under the Franchised System as defined in its Franchise Agreement.

(d) Performance Schedule means the schedule set forth in Section 3 of this Agreement.

32. Your Representations. You represent to us as follows:

(a) Variances to Other Developers and Franchisee. You understand that other developers and franchisees may operate under different forms of agreements and, consequently, that our rights and obligations with regard to our various developers and franchisees may differ materially in certain circumstances.

(b) This Transaction. You and the persons signing this Agreement for you have full power and authority and have been duly authorized, to enter into and perform or cause performance of your obligations under this Agreement. You have obtained all necessary approvals of your Owners, Board of Directors and lenders. No executory franchise, license or affiliation agreement for the Development Territory exists other than this Agreement. Attachment A accurately states the names, addresses and ownership percentages of your Owners. Your execution, delivery and performance of this Agreement will not violate, create a default under or breach of any charter, bylaws, agreement or other contract, license, permit, indebtedness, certificate, order, decree or security instrument to which you or any of your Owners is a party or is subject or to which the Location is subject. Neither you nor the Location is the subject of any current or pending merger, sale, dissolution, receivership, bankruptcy, foreclosure, reorganization, insolvency, or similar action or proceeding on the date you execute this Agreement and was not within the three years preceding such date, except as disclosed in your franchise application. To the best of your knowledge, neither you, your Owners, your officers, directors, contractors, or employees or anyone else affiliated or associated with you, whether by common ownership, by contract, or otherwise, has been designated as, or are, a terrorist, a "Specially Designated National" or a "Blocked Person" under U.S. Executive Order 13224, in lists published by the U.S. Department of Treasury's Office of Foreign Assets Control, or otherwise.

(c) No Misrepresentations or Implied Covenants. All written information you submit to us about the Location, you, your Owners, any guarantor, or the finances of any such person or entity, was or will be at the time delivered and when you sign this Agreement, true, accurate and complete, and such information contains no misrepresentation of a material fact, and does not omit any material fact necessary to make the information disclosed not misleading

under the circumstances. There are no express or implied covenants or warranties, oral or written, between we and you except as expressly stated in this Agreement.

In witness whereof, the parties have executed and delivered this Agreement, intending to be legally bound, as of the Effective Date.

FRANCHISOR:

Taziki's Franchising, LLC

By: _____

Its: _____

Effective Date: _____

DEVELOPER:

By: _____

Its: _____

Date: _____

Attachment A

Development Territory

1. Location of Development Territory: _____

2. Your Owners:

Name	Address	Telephone	Email	Percentage Ownership

Attachment B
Form of Franchise Agreement

Exhibit C
Addenda Required by Certain States

**ADDENDUM TO THE DISCLOSURE DOCUMENT
FOR THE STATE OF FLORIDA**

Total Investment

We do not know the amount of the total required investment in a Franchised Restaurant over the term of the franchise. We do not request, obtain or receive this information from franchisees. We refer you to Item 7 for the known initial investment. Additional capital investments in the Franchised Restaurant will be necessary over the term of the franchise to maintain the Franchised Restaurant according to the System.

**ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO THE
FLORIDA FRANCHISE ACT**

This “Addendum” is made and entered into by and between TAZIKI’S FRANCHISING LLC , an Alabama limited liability company (“we”, “our” or “us”), as franchisor and _____, a _____ (“you”), as franchisee, to amend and supplement that certain Franchise Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

This Agreement contains covenants not to compete. Both you and we acknowledge and understand that (a) these provisions may or may not be enforceable under applicable Florida law, and (b) if any such provision is determined by a court or agency having valid jurisdiction to be unenforceable under applicable Florida law, then there shall automatically be added to this Agreement a provision as similar in terms to such unenforceable provision as may be possible and legal, valid and enforceable.

The undersigned have executed and delivered this Addendum effective concurrently with the execution and delivery of the Franchise Agreement.

Signed on _____, 20__.

TAZIKI’S FRANCHISING LLC

By: _____
Title: _____

Attest: _____

YOU, AS FRANCHISEE:

By: _____
Title: _____

Attest: _____

**ADDENDUM TO THE DISCLOSURE DOCUMENT PURSUANT TO
THE INDIANA FRANCHISE DISCLOSURE LAW
AND THE INDIANA DECEPTIVE FRANCHISE PRACTICES ACT**

The following provisions supersede the Disclosure Document and apply to all franchises offered and sold in the State of Indiana:

1. The laws of the State of Indiana supersede any provisions of this Disclosure Document, the Franchise Agreement, the other agreements or Alabama law if such provisions are in conflict with Indiana law.
2. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as a material breach of the Franchise Agreement, shall supersede the provisions of Sections 29, 30, and 31 of the Franchise Agreement in the State of Indiana to the extent that may be inconsistent with such prohibition.
3. Notwithstanding the Franchise Agreement, you recognize that in the event of any use of the Franchised System not in accord with that Agreement, we shall be entitled to seek injunctive and other relief.
4. No release language set forth in the Disclosure Document or Franchise Agreement, including but limited to Item 17, shall relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.
5. Section 46 of the Franchise Agreement is amended to provide that each such agreement (as applicable) will be construed in accordance with the laws of the State of Indiana.
6. Any provision in the Disclosure Document or Franchise Agreement which designates jurisdiction or venue, or requires franchisee to agree to jurisdiction or venue, in a forum outside of Indiana, may not be enforceable.
7. Section 32(b) (Jury Trial Waiver) of the Franchise Agreement is deleted from all Agreements entered into in Indiana.

**ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO
THE INDIANA FRANCHISE DISCLOSURE LAW
AND THE INDIANA DECEPTIVE FRANCHISE PRACTICES ACT**

This Addendum to the Franchise Agreement by and between TAZIKI'S FRANCHISING LLC ("we", "our" or "us") and _____ ("you") is dated _____, 20__.

1. The laws of the State of Indiana supersede any provisions of this Franchise Agreement, the other agreements or Alabama law if such provisions are in conflict with Indiana law.
2. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as a material breach of the Franchise Agreement, shall supersede the provisions of Sections 29, 30, and 31 of the Franchise Agreement in the State of Indiana to the extent that may be inconsistent with such prohibition.
3. Notwithstanding the Franchise Agreement, you recognize that in the event of any use of the Franchised System not in accord with that Agreement, we shall be entitled to seek injunctive and other relief.
4. No release language set forth in the Franchise Agreement shall relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.
5. Section 46 of the Franchise Agreement is amended to provide that each such agreement (as applicable) will be construed in accordance with the laws of the State of Indiana.
6. Any provision in the Franchise Agreement which designates jurisdiction or venue, or requires franchisee to agree to jurisdiction or venue, in a forum outside of Indiana, may not be enforceable.
7. Section 32(b) (Jury Trial Waiver) of the Franchise Agreement is deleted from all Agreements entered into in Indiana.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

TAZIKI'S FRANCHISING LLC

By: _____
Title: _____

Attest: _____

YOU, AS FRANCHISEE:

By: _____
Title: _____

Attest: _____

**ADDENDUM TO THE AREA DEVELOPMENT AGREEMENT
FOR THE STATE OF INDIANA**

This "Addendum" is made and entered into by and between TAZIKI'S FRANCHISING, LLC, an Alabama limited liability company ("we", "our" or "us"), as franchisor and _____, a _____ ("you"), as franchisee, to amend and supplement that certain Area Development Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Area Development Agreement:

1. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the Area Development Agreement without good cause or in bad faith, good cause being defined therein as a material breach of the Area Development Agreement, shall supersede the provisions of Sections 14 and 15 of the Area Development Agreement in the State of Indiana to the extent they may be inconsistent with such prohibition.

2. Section 23 is deleted in its entirety and replaced with the following:

"This Area Development Agreement and any claims arising under it or in relation to it or to the relationships between the parties shall be governed, construed, interpreted and enforced by and under the laws of the State of Indiana."

3. Section 24 amended by adding the following:

"With respect to any claims, controversies or disputes which are not finally resolved through mediation or as otherwise provided above, You, us, and your owners hereby irrevocably submit themselves to the jurisdiction of the state and federal courts located in Indiana having subject matter jurisdiction of the claim, and hereby waive all objections to personal jurisdiction for the purpose of carrying out this provision. You and your owners hereby agree that service of process may be made upon any of them in any proceeding relating to or arising out of this Area Development Agreement or the relationship created by this Area Development Agreement by any means allowed by the laws and applicable rules of procedure of the United States, the State of Indiana, the state of residence of the Franchisee or any owner, or the state in which the Franchised Business is located."

4. No release language set forth in the Area Development Agreement shall require a party to release any claim arising under Indiana franchise law.

All other rights, obligations, and provisions of the Area Development Agreement shall remain in full force and effect. This Addendum is incorporated in and made a part of the Area Development Agreement for the State of Indiana.

(Signatures Appear on Following Page)

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

TAZIKI'S FRANCHISING LLC

By: _____
Title: _____

Attest: _____

YOU, AS DEVELOPER:

By: _____
Title: _____

Attest: _____

**ADDENDUM TO THE FRANCHISE AGREEMENT PURSUANT TO
THE MICHIGAN FRANCHISE INVESTMENT LAW**

This “Addendum” is made and entered into by and between TAZIKI'S FRANCHISING, LLC, an Alabama limited liability company (“we”, “our” or “us”), as franchisor and _____, a _____ (“you”), as franchisee, to amend and supplement that certain Franchise Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

- (A) **THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THE FRANCHISE AGREEMENT, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.**
- (B) A prohibition on the right of a franchisee to join an association of franchisees.
- (C) A requirement that a franchisee assent to a release, assignment, novation, waiver or estoppel which deprives franchisee of rights and protections provided in this Act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (D) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (E) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee’s inventory, supplies, equipment, fixtures and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchised business are not subject to compensation. This subsection applies only if (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor’s intent not to renew the franchise.
- (F) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (G) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

- (H) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
- (i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
 - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
 - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
 - (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.
- (I) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach.
- (J) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

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

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO THE OFFICE OF THE ATTORNEY GENERAL, CONSUMER PROTECTION DIVISION, ATTN: FRANCHISE DEPARTMENT, 670 LAW BLDG., LANSING, MICHIGAN 48913, (517) 373-7117.

(Signatures Appear on Following Page)

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

TAZIKI'S FRANCHISING LLC

By: _____
Title: _____

Attest: _____

YOU, AS FRANCHISEE:

By: _____
Title: _____

Attest: _____

**ADDENDUM TO THE AREA DEVELOPMENT AGREEMENT PURSUANT TO
THE MICHIGAN FRANCHISE INVESTMENT LAW**

This “Addendum” is made and entered into by and between TAZIKI'S FRANCHISING, LLC, an Alabama limited liability company (“we”, “our” or “us”), as franchisor and _____, a _____ (“you”), as franchisee, to amend and supplement that certain Area Development Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Area Development Agreement:

- (A) THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THE FRANCHISE AGREEMENT, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.
- (B) A prohibition on the right of a franchisee to join an association of franchisees.
- (C) A requirement that a franchisee assent to a release, assignment, novation, waiver or estoppel which deprives franchisee of rights and protection provided in this Act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (D) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (E) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee’s inventory, supplies, equipment, fixtures and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchised business are not subject to compensation. This subsection applies only if (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising of other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor’s intent not to renew the franchise.
- (F) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (G) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

- (H) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
- (i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
 - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
 - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
 - (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.
- (I) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach.
- (J) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual service.

(Signatures Appear on Following Page)

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

TAZIKI'S FRANCHISING LLC

By: _____
Title: _____

Attest: _____

YOU, AS DEVELOPER:

By: _____
Title: _____

Attest: _____

ADDENDUM TO THE DISCLOSURE DOCUMENT PURSUANT TO THE VIRGINIA RETAIL FRANCHISING ACT

The following provisions supersede the Disclosure Document and apply to all franchises offered and sold in the State of Virginia:

1. The following is added to Item 5:

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement. The initial franchise fee for a single restaurant and the Area Development Deposit (the Development Fee), representing the initial franchise fee for the first restaurant you develop and deposits on each additional restaurant you commit to develop, must be paid when the restaurant opens. The balance of amounts due under the Area Development Agreement will be payable as provided in the Area Development Agreement.

2. The following is added to Item 17 h:

- a) Any provision in any of the contracts that you sign with the Franchisor which provides for termination of the franchise upon the bankruptcy of the Franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. 101 *et. seq.*).
- b) Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act (the "Virginia Act"), it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement and/or the Development Agreement do not constitute reasonable cause, as that term may be defined in the Virginia Act or the laws of Virginia, that provision may not be enforceable.

3. The Virginia Retail Franchise Act, Va. Code Sections 13.1-557 *et seq.*, as amended effective July 1, 2026, prohibits the inclusion of post-termination or post-expiration non-competition covenants in franchise agreements where the franchisee is required to establish or maintain a place of business within the Commonwealth of Virginia. Accordingly, on and after July 1, 2026, the following modifications apply to the Franchise Disclosure Document with respect to Virginia franchisees:

- a) **Post-Termination Non-Compete.** Any provision described in Item 17 that restricts a franchisee's right to engage in the business of offering, selling, or distributing goods or services at retail following termination or expiration of the franchise agreement is void and unenforceable under Virginia law and shall not apply to franchised businesses in Virginia.
- b) **Resale Non-Compete Exception.** A covenant not to compete of up to two (2) years in duration may be included in connection with a franchisee's sale of the franchised business. to a third party or back to Franchisor at a mutually agreed-upon price, as permitted by Va. Code Section 13.1-563(B).
- c) **Governing Law.** To the extent the franchise agreement contemplates or requires the franchisee to establish or maintain a place of business in Virginia, the franchise agreement shall be governed by Virginia law pursuant to Va. Code Section 13.1-559(D).

4. The proposed agreements described in Item 22, including all agreements that a franchisee must sign, are accurately presented in this Disclosure Document.

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

ADDENDUM TO FRANCHISE AGREEMENT PURSUANT TO THE VIRGINIA RETAIL FRANCHISING ACT

This “Addendum” is made and entered into by and between TAZIKI’S FRANCHISING, LLC, an Alabama limited liability company (“we”, “our” or “us”), as franchisor and _____, a _____ (“you”), as franchisee, to amend and supplement that certain Franchise Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

1. Section 8.1 of the Franchise Agreement is amended to state: “The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires us to defer payment of the Initial Franchise Fee and other initial payments owed by Franchisee to the Franchisor until the Franchisor has completed its pre-opening obligations under the Franchise Agreement. Notwithstanding Section 5(a) of the Franchise Agreement, the Initial Franchise Fee will be due and payable on the Opening Date.”
2. Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act (the “Virginia Act”), it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do not constitute reasonable cause, as that term may be defined in the Virginia Act or the laws of Virginia, that provision may not be enforceable.
3. You acknowledge that your failure to pay the Initial Franchise Fee when due is a material default under the Franchise Agreement, and we can suspend providing services to you and cause approved suppliers to suspend providing goods and services to you, until we receive the Initial Franchise Fee.
4. Effective July 1, 2026, notwithstanding any provision of the Agreement to the contrary, any provision of the Agreement that restricts the right of Franchisee to engage in the business of offering, selling, or distributing goods or services at retail after the termination or expiration of the Agreement is void and will be of no force or effect with respect to Virginia, pursuant to Va. Code Section 13.1-563(A)(4)(as amended effective July 1, 2026).
5. Effective July 1, 2026, nothing in this Addendum shall be construed to limit the enforceability of a covenant not to compete entered into in connection with the sale of the franchised business by Franchisee to a third-party or back to Franchisor at a mutually agreed upon price, provided that such covenant does not restrict the right of such Franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period exceeding two (2) years following the date of such sale, as permitted by Va. Code Section 13.1-563(B).
6. Effective July 1, 2026, pursuant to Va. Code Section 13.1559(D), to the extent the franchise agreement contemplates or requires the franchisee to establish or maintain a place of business in Virginia, the franchise agreement shall be governed by Virginia law.
7. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor,

franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

8. All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. Only the Sections specifically added to or amended by this Addendum shall be affected. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of Virginia.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

TAZIKI’S FRANCHISING LLC

By: _____
Title: _____

Attest: _____

YOU, AS FRANCHISEE:

By: _____
Title: _____

Attest: _____

ADDENDUM TO THE AREA DEVELOPMENT AGREEMENT PURSUANT TO THE VIRGINIA RETAIL FRANCHISING ACT

This “Addendum” is made and entered into by and between TAZIKI’S FRANCHISING, LLC, an Alabama limited liability company (“we”, “our” or “us”), as franchisor and _____, a _____ (“you”), as developer, to amend and supplement that certain Area Development Agreement that we and you have executed, and is dated as of the same date. The following provisions supersede and control any conflicting provisions of the Area Development Agreement:

1. The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement. Notwithstanding Section 5 of the Area Development Agreement, payment of the Development Fee, consisting of the First Unit Fee and the Additional Unit Fees, due at signing of the Area Development Agreement shall be deferred and shall be due on the Opening Date of the First Development Unit.
2. Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act (the “Virginia Act”), it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do not constitute reasonable cause, as that term may be defined in the Virginia Act or the laws of Virginia, that provision may not be enforceable.
3. You acknowledge that your failure to pay the Initial Franchise Fee when due for a Franchised Restaurant developed under an Area Development Agreement is a material default under its Franchise Agreement and the Area Development Agreement, and then we can suspend providing services to you, and cause approved suppliers to suspend providing goods and services to you, until we receive the Initial Franchise Fee. In addition, you will have no right to proceed with developing other Franchised Restaurants, and our obligation to provide services and approvals to under the Area Development Agreement, shall be suspended until we receive the Initial Franchise Fee then due. No such failure to pay the Initial Franchise Fee when due and the resulting suspension of our performance shall extend any deadline for your performance under the Area Development Agreement.
4. Effective July 1, 2026, notwithstanding any provision of the Area Development Agreement to the contrary, any provision of the Area Development Agreement that restricts your right to engage in the business of offering, selling, or distributing goods or services at retail after the termination or expiration of the Area Development Agreement is void and will be of no force or effect with respect to Virginia, pursuant to Va. Code Section 13.1-563(A)(4)(as amended effective July 1, 2026).
5. Effective July 1, 2026, nothing in this Addendum shall be construed to limit the enforceability of a covenant not to compete entered into in connection with your sale of the franchised business to a third-party or back to Franchisor at a mutually agreed upon price, provided that such covenant does not restrict your right to engage in the business of offering, selling, or distributing goods or services at retail for a period exceeding two (2) years following the date of such sale, as permitted by Va. Code Section 13.1-563(B).

6. Effective July 1, 2026, pursuant to Va. Code Section 13.1559(D), to the extent the Area Development Agreement contemplates or requires the franchisee to establish or maintain a place of business in Virginia, the franchise agreement shall be governed by Virginia law.
7. All other rights, obligations, and provisions of the Area Development Agreement shall remain in full force and effect. Only the Sections specifically added to or amended by this Addendum shall be affected. This Addendum is incorporated in and made a part of the Area Development Agreement for the State of Virginia.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date set forth above.

TAZIKI'S FRANCHISING LLC

By: _____
Title: _____

Attest: _____

YOU, AS DEVELOPER:

By: _____
Title: _____

Attest: _____

Exhibit D
Financial Statements

TAZIKI'S FRANCHISING, LLC
FINANCIAL STATEMENTS
DECEMBER 28, 2025 AND DECEMBER 29, 2024

TAZIKI'S FRANCHISING, LLC
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INDEPENDENT AUDITORS' REPORT

To the Board of Directors and Member of Taziki's Franchising, LLC

Opinion

We have audited the accompanying financial statements of Taziki's Franchising, LLC (an Alabama limited liability corporation), which comprise the balance sheets as of December 28, 2025 and December 29, 2024, and the related statements of income, members' equity (deficit) and cash flows for the years then ended and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Taziki's Franchising, LLC as of December 28, 2025 and December 29, 2024, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Taziki's Franchising, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' 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 auditors' 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 Taziki's Franchising, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Taziki's Franchising, LLC's ability to continue as a going concern for a reasonable period of time.

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

Warren Averett, LLC

Birmingham, Alabama
April 28, 2026

TAZIKI'S FRANCHISING, LLC
BALANCE SHEETS
DECEMBER 28, 2025 AND DECEMBER 29, 2024

	<u>2025</u>	<u>2024</u>
ASSETS		
CURRENT ASSETS		
Cash	\$ 2,165,746	\$ 1,162,628
Accounts receivable, net	673,830	404,253
Other receivables	-	2,304
Due from related parties	272,202	330,559
Other current assets	<u>119,335</u>	<u>20,335</u>
Total current assets	3,231,113	1,920,079
EQUIPMENT, NET	<u>20,082</u>	<u>21,556</u>
TOTAL ASSETS	<u><u>\$ 3,251,195</u></u>	<u><u>\$ 1,941,635</u></u>
LIABILITIES AND MEMBER'S EQUITY (DEFICIT)		
CURRENT LIABILITIES		
Accounts payable	\$ -	\$ 107,875
Accrued expenses	77,339	109,095
Due to related party	1,929,596	1,582,403
Deferred revenue	<u>76,667</u>	<u>79,697</u>
Total current liabilities	2,083,602	1,879,070
DEFERRED REVENUE	<u>502,945</u>	<u>543,151</u>
TOTAL LIABILITIES	2,586,547	2,422,221
MEMBER'S EQUITY (DEFICIT)	<u>664,648</u>	<u>(480,586)</u>
TOTAL LIABILITIES AND MEMBER'S EQUITY (DEFICIT)	<u><u>\$ 3,251,195</u></u>	<u><u>\$ 1,941,635</u></u>

See accompanying notes to the financial statements.

TAZIKI'S FRANCHISING, LLC
STATEMENTS OF INCOME
FOR THE YEARS ENDED DECEMBER 28, 2025 AND DECEMBER 29, 2024

	<u>2025</u>	<u>2024</u>
REVENUES		
Royalties	\$ 7,892,899	\$ 7,149,069
Franchise fees	120,736	102,782
Marketing fees	<u>1,518,551</u>	<u>1,362,279</u>
Total revenues	<u>9,532,186</u>	<u>8,614,130</u>
OPERATING EXPENSES		
General and administrative expenses	1,302,758	1,179,757
Payroll expense	1,880,107	1,599,518
Depreciation	12,483	11,645
Marketing expense	1,772,518	1,692,348
Corporate overhead	<u>587,500</u>	<u>596,700</u>
Total operating expenses	<u>5,555,366</u>	<u>5,079,968</u>
NET INCOME	<u><u>\$ 3,976,820</u></u>	<u><u>\$ 3,534,162</u></u>

See accompanying notes to the financial statements.

TAZIKI'S FRANCHISING, LLC
STATEMENTS OF MEMBER'S EQUITY (DEFICIT)
FOR THE YEARS ENDED DECEMBER 28, 2025 AND DECEMBER 29, 2024

MEMBER'S EQUITY AS OF DECEMBER 31, 2023	\$ 923,617
Distributions to member	(4,938,365)
Net income	<u>3,534,162</u>
MEMBER'S DEFICIT AS OF DECEMBER 29, 2024	(480,586)
Distributions to member	(2,831,586)
Net income	<u>3,976,820</u>
MEMBER'S EQUITY AS OF DECEMBER 28, 2025	<u><u>\$ 664,648</u></u>

See accompanying notes to the financial statements.

TAZIKI'S FRANCHISING, LLC
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 28, 2025 AND DECEMBER 29, 2024

	<u>2025</u>	<u>2024</u>
OPERATING ACTIVITIES		
Net income	\$ 3,976,820	\$ 3,534,162
Adjustment:		
Depreciation	12,483	11,645
Changes in operating assets and liabilities:		
Receivables	(267,273)	55,489
Due from related parties	58,357	(31,167)
Other current assets	(99,000)	2,101
Accounts payable	(107,875)	(45,103)
Accrued expenses	(31,756)	109,095
Due to related party	347,193	797,737
Deferred revenue	<u>(43,236)</u>	<u>97,218</u>
Net cash provided by operating activities	3,845,713	4,531,177
INVESTING ACTIVITIES		
Purchases of equipment	(11,009)	(15,184)
FINANCING ACTIVITIES		
Distributions to member	<u>(2,831,586)</u>	<u>(4,938,365)</u>
NET INCREASE (DECREASE) IN CASH	1,003,118	(422,372)
CASH AS OF BEGINNING OF YEAR	<u>1,162,628</u>	<u>1,585,000</u>
CASH AS OF END OF YEAR	<u><u>\$ 2,165,746</u></u>	<u><u>\$ 1,162,628</u></u>

See accompanying notes to the financial statements.

TAZIKI'S FRANCHISING, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 28, 2025 AND DECEMBER 29, 2024

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

Taziki's Franchising, LLC (the Company) specializes in establishing franchisees for Taziki's Mediterranean Café restaurants. As of December 28, 2025, the Company's franchise system included 108 units, up from 100 units on December 29, 2024. The term "franchise" or "franchisee" within these financial statements encompasses both third-party and related-party entities operating units under franchise agreements. Taziki's Mediterranean Café, founded in 1998 in Birmingham, Alabama, offers a menu inspired by traditional Greek cuisine. The franchise system has grown steadily, providing franchisees with comprehensive support, including training, marketing and operational guidance.

Franchise Operations

The Company enters into store-level franchise agreements with franchisees for units operated by third parties. Franchise agreements generally provide franchisees with the right to use the Company's trademarks and operating systems and require franchisees to pay an initial, nonrefundable franchise fee, typically due upon execution of the individual franchise agreement and/or at store opening. Franchisees are also required to pay ongoing fees based on a percentage of restaurant sales, including royalty fees and, where applicable, contributions to the Company-administered marketing fund. Franchise agreements are typically entered into for an initial term and may generally be renewed upon expiration, subject to the Company's approval and the franchisee's payment of a renewal fee. Initial and renewal franchise fees are generally recorded as a contract liability (deferred revenue) and recognized over the term of the related franchise agreement, while royalty and marketing fees are recognized as franchisee sales occur (see Revenue Recognition and Deferred Revenue disclosures).

Fiscal Year

The Company operates on a 52/53-week fiscal year that ends on the last Sunday in December. The fiscal years ended December 28, 2025 and December 29, 2024, each consisted of 52 weeks.

Basis of Accounting

The financial statements of the Company are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP). The accompanying financial statements include only the accounts of Taziki's Franchising, LLC. Although the Company is under common ownership with other entities, including Taziki's Restaurants, LLC, the Company does not have a controlling financial interest in those entities, and accordingly, they are not consolidated.

Accounting Estimates

Preparation of financial statements in accordance with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported and disclosed in the financial statements and the accompanying notes. Actual results could differ materially from those estimates due to uncertainties. On an ongoing basis, the Company evaluates its estimates, including those related to revenue recognition and deferred revenue, the allowance for credit losses, contingent liabilities and useful lives of equipment, among others. The Company bases its estimates on assumptions, both historical and forward-looking, that are believed to be reasonable, and the results of which form the basis for making judgments about the carrying values of assets and liabilities.

TAZIKI'S FRANCHISING, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 28, 2025 AND DECEMBER 29, 2024

Cash

The Company maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Company has not experienced any losses in such accounts.

Accounts Receivable

The Company extends credit to its franchisees in the ordinary course of business. Accounts receivable are recorded at the contractual amounts owed by franchisees and are presented net of an allowance for expected credit losses. The allowance for credit losses represents management's estimate of expected credit losses over the contractual term of the receivable, considering historical experience, current conditions and reasonable and supportable forecasts. In estimating expected credit losses, the Company primarily evaluates receivables based on aging, delinquency status and other qualitative factors (including franchisee operating performance, known disputes and other events that may impact collectability).

Receivables determined to be uncollectible, for which collection efforts have been exhausted, are written off against the allowance for credit losses. For the year ended December 28, 2025, the Company recorded accounts receivable write offs of \$101,846 and no recoveries. For the year ended December 29, 2024, the Company recorded no write offs or recoveries. The allowance for credit losses was \$164,976 as of December 28, 2025 and December 29, 2024. Accounts receivable are presented net of the allowance on the balance sheets. Accounts receivable at December 31, 2023 was \$598,895.

Credit risk is concentrated in receivables from franchisees. Accounts receivable includes amounts due from related parties (see Note 5). The Company monitors credit exposure by reviewing aging trends and collection activity for both related-party and third-party franchisees.

Equipment

Equipment is recorded at cost less accumulated depreciation. Expenditures for major additions and improvements that extend the useful lives of existing assets are capitalized, while maintenance, repairs and minor renovations are expensed as incurred. When equipment is retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts and any resulting gain or loss is recognized in income. Depreciation is recorded using the straight-line method beginning when assets are placed in service (i.e., ready for their intended use) over the estimated useful lives of the assets, which are generally five years for equipment and are periodically reviewed by management.

Marketing Fund

The Company administers a marketing fund to support advertising and promotional programs intended to increase sales and enhance the Taziki's brand. Franchisees are required to contribute to the marketing fund, generally based on a percentage of franchise restaurant sales. Amounts collected are held and used for marketing and related efforts intended to benefit the franchise system. The Company is responsible for administering the marketing fund and has discretion to direct related expenditures. Marketing fund contributions are recorded as marketing fee revenue as franchisee sales occur, and marketing and advertising costs are expensed as incurred.

In applying the revenue recognition guidance, the Company evaluates whether it acts as principal or as an agent in administering marketing activities. Management has concluded that the Company is

TAZIKI'S FRANCHISING, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 28, 2025 AND DECEMBER 29, 2024

the principal for the marketing services provided through the marketing fund; accordingly, marketing fund contributions and related marketing expenditures are presented gross in the statements of income. To the extent marketing fund contributions collected exceed qualifying expenditures incurred, the excess is recorded as a liability representing amounts to be spent on future marketing and advertising activities.

Revenue Recognition

The Company generates revenue through royalties, initial franchise fees and marketing fees.

The Company disaggregates revenue into royalties, franchise fees and marketing fees, as presented in the accompanying statements of income.

Royalties and marketing fees are generally billed and collected in arrears based on reported franchise restaurant sales. Initial franchise fees are generally due upon execution of the individual franchise agreement and/or at store opening, and renewal fees are generally due upon renewal.

Amounts received or billed in advance of the Company's performance under franchise and development agreements are recorded as a contract liability (deferred revenue) and are recognized as revenue over the applicable franchise term or as restaurants open, as applicable. Deferred revenue is presented in current and noncurrent liabilities based on the amount expected to be recognized within the next 12 months (see Note 3).

Under franchise agreements, the Company provides franchisees with (1) a franchise license, which includes a license to use the Company's intellectual property and, in those markets where the Company manages a marketing fund, advertising and promotion management, (2) pre-opening services, such as site selection, training and inspections and (3) ongoing services, such as development of training materials and menu items and restaurant monitoring and inspections.

The services provided under franchise agreements are highly interrelated and dependent upon the franchise license and are not distinct performance obligations. Therefore, the Company bundles the franchise license and services into a single performance obligation, satisfied over time by providing franchisees the right to access the Company's symbolic intellectual property over the term of each franchise agreement. The Company calculates royalties, including franchisee contributions to the marketing fund, as a percentage of franchise restaurant sales over the franchise agreement term. Marketing fund contributions are used for marketing and related activities intended to benefit the franchise system.

The Company recognizes sales-based royalties and marketing fees as the underlying franchise restaurant sales occur, consistent with the sales-based royalty practical expedient. Accordingly, sales-based royalties and marketing fees are excluded from the disclosure of remaining performance obligations.

Franchisees pay initial and renewal franchise fees upon opening a new restaurant or renewing an existing franchise agreement. Royalties, including marketing fund contributions, are recognized as franchise sales occur. Initial and renewal franchise fees are recognized as revenue ratably over the term of the respective agreement.

TAZIKI'S FRANCHISING, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 28, 2025 AND DECEMBER 29, 2024

The Company's performance obligation under development agreements primarily consists of granting exclusive development rights over a stated term. These development rights are not distinct from franchise agreements; therefore, upfront fees paid by franchisees for exclusive development rights are deferred and apportioned to each franchise restaurant opened by the franchisee. The pro rata amount apportioned to each restaurant is accounted for as an initial franchise fee.

Deferred Revenue

Deferred revenue represents the Company's contract liabilities related primarily to initial and renewal franchise fees and development fees received under area development agreements (ADAs) and individual franchise agreements. Under ADAs, franchisees typically pay a nonrefundable development fee, consisting of a first unit fee of \$35,000 for the first development unit and an additional unit fee of \$5,000 for each additional development unit included in the agreement. The development fee is deferred and allocated on a pro rata basis to each franchise restaurant opened by the franchisee; the allocated amount is accounted for as an initial franchise fee and recognized ratably over the term of the related franchise agreement. Any remaining portion of the initial franchise fee is generally paid upon execution of the individual franchise agreement and/or at store opening and is recognized over the term of the franchise agreement. See Note 3 for the change in deferred revenue during the years ended December 28, 2025 and December 29, 2024.

Corporate Overhead

Corporate overhead represents allocated shared service costs incurred to support the Company's franchise operations that are not included in payroll, marketing or general and administrative expense line items. Corporate overhead primarily includes allocations and reimbursements for certain management and administrative support functions and other shared services provided by Taziki's Restaurants, LLC, such as information technology, accounting and finance support, legal and professional services and occupancy and other administrative costs, as applicable.

Contingencies

Loss contingencies are accrued when it is probable that a liability has been incurred and the amount of the loss can be reasonably estimated. Loss contingencies that are reasonably possible are evaluated for disclosure. The Company evaluates contingencies, including claims and legal matters, on an ongoing basis and records accruals and disclosures based on the latest information available.

Income Taxes

The Company is structured as a limited liability company and is treated as a partnership for federal and state income tax purposes. Accordingly, the Company's taxable income or loss is passed through to its member, and no provision for income taxes is reflected in the accompanying financial statements.

The Company evaluates its uncertain tax positions in accordance with the applicable guidance and recognizes a tax benefit only if it is more likely than not that the position will be sustained upon examination. As of December 28, 2025 and December 29, 2024, the Company had no uncertain tax positions and no related unrecognized tax benefits. The Company's federal and state income tax returns are subject to examination by taxing authorities for periods generally ranging from three to four years from the date the returns are filed. The Company has filed income tax returns through 2024. The Company's policy is to recognize interest and penalties related to income taxes in income tax expense; no such amounts were recorded for the years ended December 28, 2025 and December 29, 2024.

TAZIKI'S FRANCHISING, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 28, 2025 AND DECEMBER 29, 2024

2. EQUIPMENT

Equipment consists of the following:

	<u>2025</u>	<u>2024</u>
Equipment	\$ 119,104	\$ 106,421
Less accumulated depreciation	<u>99,022</u>	<u>84,865</u>
	<u><u>\$ 20,082</u></u>	<u><u>\$ 21,556</u></u>

3. DEFERRED REVENUE

The following table reflects the change in deferred revenue:

	<u>2025</u>	<u>2024</u>
Beginning of year	\$ 622,848	\$ 525,630
Revenue recognized	(120,736)	(77,782)
Deferrals due to cash received and other related activities (primarily development fees and initial and renewal fees billed and collected in advance)	<u>77,500</u>	<u>175,000</u>
End of year	<u><u>\$ 579,612</u></u>	<u><u>\$ 622,848</u></u>

Deferred revenue is presented in current and noncurrent liabilities on the balance sheets based on the amount expected to be recognized within the next 12 months. The rollforward above agrees with these amounts.

There were no termination fees for 2025. In 2024, revenue from franchise fees included termination fees of \$25,000.

The following table illustrates estimated revenues that the Company anticipates recognizing in the future related to performance obligations that were either unsatisfied or partially unsatisfied as of December 28, 2025. The amounts presented exclude sales-based royalties and marketing fees recognized as underlying sales occur.

2026	\$ 76,667
2027	60,357
2028	49,490
2029	40,918
2030	40,050
Thereafter	<u>312,130</u>
Total	<u><u>\$ 579,612</u></u>

TAZIKI'S FRANCHISING, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 28, 2025 AND DECEMBER 29, 2024

The following table illustrates deferred revenue, categorized by open stores and future stores that will open after December 28, 2025:

	<u>2025</u>	<u>2024</u>
Open stores	\$ 544,612	\$ 557,848
Stores not yet opened	<u>35,000</u>	<u>65,000</u>
	<u>\$ 579,612</u>	<u>\$ 622,848</u>

4. FRANCHISE AGREEMENTS

During the year ended December 28, 2025, the Company entered into nine new franchise-related agreements, including individual franchise agreements and area development agreements (ADAs). Development fees received under ADAs are recorded in deferred revenue and recognized as restaurants open, as described in Note 1 and Note 3.

5. RELATED PARTY TRANSACTIONS

The Company receives royalty and marketing fees from stores operated by Taziki's Restaurants, LLC, an entity under common ownership. For the year ended December 28, 2025, royalties from these stores totaled \$2,815,434, representing 36% of total royalties. In the previous year ended December 29, 2024, royalties from these stores amounted to \$2,611,314, comprising 36% of total royalties. Additionally, during 2025 and 2024, these stores contributed \$527,894 and \$489,000 to the marketing fund, respectively.

The Company reimburses Taziki's Restaurants, LLC for services performed, including the use of its employees, office space and equipment. In 2025 and 2024, the Company reimbursed Taziki's Restaurants, LLC \$2,583,427 and \$2,204,617, respectively. The Company allocated these amounts across various expenses in the accompanying statements of income.

For the years ended December 28, 2025 and December 29, 2024, Taziki's Restaurants, LLC contributed and was reimbursed \$732,882 and \$743,700, respectively, for marketing fund services. Amounts due to this related party are included in "Due to related party" on the accompanying balance sheets and represent unpaid reimbursements for shared services and other amounts due in the ordinary course of business.

As of December 28, 2025 and December 29, 2024, amounts due to related parties totaled \$1,929,596 and \$1,582,403, respectively, and are presented as "Due to related party" on the accompanying balance sheets. These balances primarily consist of amounts due to Taziki's Restaurants, LLC of \$1,377,965 and \$1,398,073, respectively. The amounts are unsecured, noninterest-bearing, have no stated repayment terms and are settled periodically based on available cash.

The remaining balances relate to amounts due to related-party franchisees totaling \$551,631 and \$184,330 as of December 28, 2025 and December 29, 2024, respectively. These amounts primarily

TAZIKI'S FRANCHISING, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 28, 2025 AND DECEMBER 29, 2024

represent funds collected on behalf of franchisees and were remitted shortly after year end. The December 28, 2025 balance includes a credit card processing fee refund received in December 2025 that was subsequently distributed to franchisees.

The Company also receives royalty and marketing fees from stores owned by other related parties, such as the member, board members and officers. For the years ended December 28, 2025 and December 29, 2024, royalties from these stores totaled \$1,637,734 and \$1,357,723, respectively, which comprised 21% and 19% of total royalties, respectively. These stores contributed \$307,075 and \$254,573 to the marketing fund during 2025 and 2024, respectively. As of December 28, 2025 and December 29, 2024, receivables from these related parties totaled \$272,202 and \$330,559, respectively.

6. SUPPLEMENTAL CASH FLOW INFORMATION

Cash paid for interest was \$0 for the years ended December 28, 2025 and December 29, 2024. Cash paid for income taxes was \$0 for the years ended December 28, 2025 and December 29, 2024. There were no noncash investing or financing activities for the years ended December 28, 2025 and December 29, 2024.

7. COMMITMENTS AND CONTINGENCIES

In the normal course of business, the Company may be subject to claims, litigation, regulatory inquiries and other contingencies. As of December 28, 2025, and through the date the financial statements were available to be issued, the Company was not a party to any material litigation or other material loss contingencies.

8. SUBSEQUENT EVENTS

On April 2, 2026, Taziki's Restaurants, LLC, an entity under common ownership with the Company, acquired a controlling interest in TOC, TOC2, TOC3 and TOC4, LLCs, which operate four franchise units in Chattanooga, Tennessee. As a result of this transaction, these entities became related parties of the Company subsequent to December 28, 2025. This transaction did not impact the accompanying financial statements.

TAZIKI'S FRANCHISING, LLC
FINANCIAL STATEMENTS
DECEMBER 29, 2024 AND DECEMBER 31, 2023

TAZIKI'S FRANCHISING, LLC
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INDEPENDENT AUDITORS' REPORT

To the Board of Directors and Member
Taziki's Franchising, LLC

Opinion

We have audited the accompanying financial statements of Taziki's Franchising, LLC (an Alabama limited liability corporation), which comprise the balance sheets as of December 29, 2024 and December 31, 2023, and the related statements of income, members' equity (deficit) and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Taziki's Franchising, LLC as of December 29, 2024 and December 31, 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Taziki's Franchising, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' 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 auditors' 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 Taziki's Franchising, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Taziki's Franchising, LLC's ability to continue as a going concern for a reasonable period of time.

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

Warren Averett, LLC

Birmingham, Alabama
May 2, 2025

TAZIKI'S FRANCHISING, LLC
BALANCE SHEETS
DECEMBER 29, 2024 AND DECEMBER 31, 2023

	2024	2023
ASSETS		
CURRENT ASSETS		
Cash	\$ 1,162,628	\$ 1,585,000
Accounts receivable, net	404,253	433,919
Other receivables	2,304	28,127
Due from related parties	330,559	299,392
Other current assets	20,335	22,436
Total current assets	1,920,079	2,368,874
EQUIPMENT, NET	21,556	18,017
TOTAL ASSETS	<u>\$ 1,941,635</u>	<u>\$ 2,386,891</u>
LIABILITIES AND MEMBER'S EQUITY (DEFICIT)		
CURRENT LIABILITIES		
Accounts payable	\$ 107,875	\$ 152,978
Due to related party	1,582,403	784,666
Deferred revenue	79,697	72,405
Advertising cooperative liabilities	109,095	-
Total current liabilities	1,879,070	1,010,049
DEFERRED REVENUE	543,151	453,225
TOTAL LIABILITIES	2,422,221	1,463,274
MEMBER'S EQUITY (DEFICIT)	(480,586)	923,617
TOTAL LIABILITIES AND MEMBER'S EQUITY (DEFICIT)	<u>\$ 1,941,635</u>	<u>\$ 2,386,891</u>

See accompanying notes to the financial statements.

TAZIKI'S FRANCHISING, LLC
STATEMENTS OF INCOME
FOR THE YEARS ENDED DECEMBER 29, 2024 AND DECEMBER 31, 2023

	<u>2024</u>	<u>2023</u>
REVENUES		
Royalties	\$ 7,149,069	\$ 6,731,185
Franchise fees	102,782	124,195
Marketing fees	<u>1,362,279</u>	<u>1,282,470</u>
Total revenues	8,614,130	8,137,850
OPERATING EXPENSES		
General and administrative expenses	1,179,757	1,082,930
Payroll expense	1,599,518	1,363,211
Depreciation	11,645	7,220
Marketing expense	1,692,348	1,662,212
Corporate overhead	<u>596,700</u>	<u>578,500</u>
Total operating expenses	<u>5,079,968</u>	<u>4,694,073</u>
NET INCOME	<u><u>\$ 3,534,162</u></u>	<u><u>\$ 3,443,777</u></u>

See accompanying notes to the financial statements.

TAZIKI'S FRANCHISING, LLC
STATEMENTS OF MEMBER'S EQUITY (DEFICIT)
FOR THE YEARS ENDED DECEMBER 29, 2024 AND DECEMBER 31, 2023

MEMBER'S EQUITY AS OF DECEMBER 25, 2022	\$ 1,180,371
Distributions to member	(3,700,531)
Net income	<u>3,443,777</u>
MEMBER'S EQUITY AS OF DECEMBER 31, 2023	923,617
Distributions to member	(4,938,365)
Net income	<u>3,534,162</u>
MEMBER'S DEFICIT AS OF DECEMBER 29, 2024	<u><u>\$ (480,586)</u></u>

See accompanying notes to the financial statements.

TAZIKI'S FRANCHISING, LLC
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 29, 2024 AND DECEMBER 31, 2023

	<u>2024</u>	<u>2023</u>
OPERATING ACTIVITIES		
Net income	\$ 3,534,162	\$ 3,443,777
Adjustments:		
Depreciation	11,645	7,220
Changes in operating assets and liabilities:		
Receivables	55,489	(192,836)
Due from related parties	(31,167)	(43,263)
Other current assets	2,101	(6,645)
Accounts payable	(45,103)	69,434
Due to related party	797,737	520,419
Advertising cooperative liabilities	109,095	(30,106)
Deferred revenue	<u>97,218</u>	<u>(7,372)</u>
Net cash provided by operating activities	4,531,177	3,760,628
INVESTING ACTIVITIES		
Purchases of equipment	(15,184)	(12,693)
FINANCING ACTIVITIES		
Distributions to member	<u>(4,938,365)</u>	<u>(3,700,531)</u>
NET (DECREASE) INCREASE IN CASH	(422,372)	47,404
CASH AS OF BEGINNING OF YEAR	<u>1,585,000</u>	<u>1,537,596</u>
CASH AS OF END OF YEAR	<u><u>\$ 1,162,628</u></u>	<u><u>\$ 1,585,000</u></u>

See accompanying notes to the financial statements.

TAZIKI'S FRANCHISING, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 29, 2024 AND DECEMBER 31, 2023

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

Taziki's Franchising, LLC (the Company) specializes in establishing franchisees for Taziki's Mediterranean Café restaurants. As of December 29, 2024, the Company's franchise system included 100 units, up from 93 units on December 31, 2023. The term "franchise" or "franchisee" within these financial statements encompasses both third-party and related-party entities operating units under franchise agreements. Taziki's Mediterranean Café, founded in 1998 in Birmingham, Alabama, offers a menu inspired by traditional Greek cuisine. The franchise system has grown steadily, providing franchisees with comprehensive support, including training, marketing, and operational guidance.

Franchise Operations

The Company enters into store-level franchise agreements, outlining the terms of the arrangement with franchisees for units operated by third parties. Typically, these franchise agreements require franchisees to pay an initial, nonrefundable fee upon the opening of an individual store and ongoing fees based on a percentage of sales. Subject to the Company's approval and the franchisee's payment of a renewal fee, a franchisee may generally renew the franchise agreement upon its expiration.

Fiscal Year

The Company's fiscal year ends on the last Sunday in December. The fiscal years ending December 29, 2024 and December 31, 2023, each consisted of 52 weeks.

Basis of Accounting

The financial statements of the Company are prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Accounting Estimates

Preparation of financial statements in accordance with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported and disclosed in the financial statements and the accompanying notes. Actual results could differ materially from those estimates due to uncertainties. On an ongoing basis, the Company evaluates its estimates, including those related to the allowance for credit losses, contingent liabilities and useful lives of equipment, among others. The Company bases its estimates on assumptions, both historical and forward-looking, that are believed to be reasonable, and the results of which form the basis for making judgments about the carrying values of assets and liabilities.

Cash

The Company maintains its cash in bank deposit accounts, which may at times exceed federally insured limits. The Company has not experienced any losses in such accounts.

Accounts Receivable

The Company extends credit to its franchisees in the ordinary course of business. The Company's receivables are stated net of expected credit losses. Expected credit losses for uncollectible franchisee receivable balances consider both current conditions and reasonable and supportable forecasts of future conditions. Current conditions the Company considers include predefined aging

TAZIKI'S FRANCHISING, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 29, 2024 AND DECEMBER 31, 2023

criteria and specified events that prevent the collection of the balance due. Reasonable and supportable forecasts used in determining the probability of future collection consider publicly available data regarding default probability. While the Company uses the best information available, the ultimate recovery of recorded receivables depends on future economic events and other conditions beyond the Company's control. Receivables considered uncollectible, for which collection efforts have been exhausted, are written off against the allowance for credit losses. As of both December 29, 2024 and December 31, 2023, the allowance for credit losses amounted to \$164,976. The opening balance of accounts receivable on December 26, 2022, was \$264,890.

Equipment

The Company records equipment at cost less accumulated depreciation and includes expenditures that substantially increase the useful lives of existing equipment. Maintenance, repairs and minor renovations are expensed as incurred. When equipment is retired or otherwise disposed of, the related costs and accumulated depreciation are removed from the respective accounts, and any gain or loss on the disposition is recognized in income. Depreciation commences once assets are ready for the Company's intended use and is recorded using the straight-line method over the estimated useful lives of five years for equipment, which the Company regularly evaluates.

Advertising Cooperative Liabilities

The Company maintains a separate marketing fund for advertising and promotional programs designed to increase sales and enhance the reputation of the Company and its franchise owners. All franchisees are required to contribute to the fund, primarily based on a percentage of franchise sales.

The Company controls the marketing fund, which is consolidated in its financial statements and manages both receipts and expenditures. The Company conducts marketing and advertising activities for the collective benefit of all franchisees. These activities do not represent a separate performance obligation within the context of an individual franchise agreement; rather, they form part of the overall obligation to enhance the franchise brand. Consequently, revenue from these activities is recognized when franchisee sales occur, regardless of the stated purpose or contractual use of those amounts. Advertising costs are expensed as incurred or when the advertising first takes place.

Revenue Recognition

The Company generates revenue through royalties, initial franchise fees and marketing fees.

Under franchise agreements, the Company provides franchisees with (1) a franchise license, which includes a license to use the Company's intellectual property and, in those markets where the Company manages a marketing fund, advertising and promotion management, (2) pre-opening services, such as site selection, training and inspections, and (3) ongoing services, such as development of training materials and menu items and restaurant monitoring and inspections.

The services provided under franchise agreements are highly interrelated and dependent upon the franchise license and are not distinct performance obligations. Therefore, the Company bundles the franchise license and services into a single performance obligation, satisfied by providing the right to use the Company's intellectual property over the term of each franchise agreement. The Company calculates royalties, including franchisee contributions to the marketing fund, as a percentage of franchise restaurant sales over the franchise agreement term. Marketing fund contributions paid by franchisees must be spent on advertising, product development, marketing, and related activities.

TAZIKI'S FRANCHISING, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 29, 2024 AND DECEMBER 31, 2023

Franchisees pay initial and renewal franchise fees upon opening a new restaurant or renewing an existing franchise agreement. Royalties, including marketing fund contributions, are recognized as franchise sales occur. Initial and renewal franchise fees are recognized as revenue ratably over the term of the respective agreement.

The Company's performance obligation under development agreements primarily consists of granting exclusive development rights over a stated term. These development rights are not distinct from franchise agreements; therefore, upfront fees paid by franchisees for exclusive development rights are deferred and apportioned to each franchise restaurant opened by the franchisee. The pro rata amount apportioned to each restaurant is accounted for as an initial franchise fee.

Deferred Revenue

Deferred revenue primarily comprises initial franchise fees and additional unit fees received from the sale of area development agreements (ADA) and individual franchise locations to third parties. The typical initial franchise fee is \$35,000 per location to be developed under the ADA. All ADAs require a nonrefundable development fee, consisting of a first unit fee of \$35,000 for the first development unit and an additional unit fee of \$5,000 for each additional development unit in the agreement. The remaining initial franchise fee is paid upon signing an individual franchise agreement and is recognized over the term of the franchise agreement.

Advertising

Advertising costs, excluding those associated with advertising cooperative liabilities, are expensed as incurred. There were no advertising costs for the year ended December 29, 2024, and advertising costs amounted to \$1,797 for the year ended December 31, 2023.

Contingencies

Estimated loss contingencies are accrued only if a loss is probable and the amount can be reasonably estimated. These contingencies may arise from various claims, disputes, administrative, and legal matters encountered in the normal course of business. While it may be probable that a loss has occurred, the exact amount of the loss can sometimes be difficult to determine. The Company regularly reviews and updates its estimates based on the latest available information and adjusts the accruals accordingly. This process involves significant judgment and consideration of both historical and forward-looking data to ensure that the estimates are reasonable and reflect the potential financial impact on the Company.

Income Taxes

The Company, structured as a limited liability company, has elected to be taxed under Section 701 of the Internal Revenue Code, which allows its income or loss to be passed through directly to the member. Therefore, no income tax provision is required.

The Company assesses its uncertain tax positions for the likelihood that they would be overturned upon examination by the Internal Revenue Service (IRS) or state taxing authorities. As of December 29, 2024 and December 31, 2023, the Company has assessed its uncertain tax positions and determined that it has no positions that it would be unable to substantiate. The Company has filed tax returns through 2023.

TAZIKI'S FRANCHISING, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 29, 2024 AND DECEMBER 31, 2023

Subsequent Events

The Company evaluates subsequent events through the date the financial statements are available to be issued.

2. EQUIPMENT

Equipment consists of the following:

	2024	2023
Equipment	\$ 106,421	\$ 91,237
Less accumulated depreciation	84,865	73,220
	<u>\$ 21,556</u>	<u>\$ 18,017</u>

3. DEFERRED REVENUE

The following table reflects the change in deferred revenue:

	2024	2023
Beginning of year	\$ 525,630	\$ 533,002
Revenue recognized	(77,782)	(77,372)
Deferrals due to cash received and other related activities	175,000	70,000
End of year	<u>\$ 622,848</u>	<u>\$ 525,630</u>

In 2024 and 2023, revenue from franchise fees included termination fees of \$25,000 and \$46,823, respectively.

The following table illustrates estimated revenues that the Company anticipates recognizing in the future related to performance obligations that were either unsatisfied or partially unsatisfied as of December 29, 2024:

2025	\$ 79,697
2026	66,104
2027	48,135
2028	34,490
2029	27,248
Thereafter	<u>367,174</u>
Total	<u>\$ 622,848</u>

TAZIKI'S FRANCHISING, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 29, 2024 AND DECEMBER 31, 2023

The following table illustrates deferred revenues, categorized by open stores and future stores that will open after December 29, 2024:

	<u>2024</u>	<u>2023</u>
Open stores	\$ 557,848	\$ 455,630
Stores not yet opened	<u>65,000</u>	<u>70,000</u>
	<u>\$ 622,848</u>	<u>\$ 525,630</u>

4. FRANCHISE AGREEMENTS

As of December 31, 2024, the Company had entered into three new franchises and ADAs. All ADAs require payment of a nonrefundable development fee consisting of a first unit fee of \$35,000 for the first development unit and an additional unit fee of \$5,000 for each additional development unit included in the agreement.

5. RELATED PARTY TRANSACTIONS

The Company receives royalty and marketing fees from stores operated by Taziki's Restaurants, LLC, an entity under common ownership. For the year ended December 29, 2024, royalties from these stores totaled \$2,611,314, representing 36% of total royalties. In the previous year ended December 31, 2023, royalties from these stores amounted to \$2,324,000, comprising 34% of total royalties. Additionally, during 2024 and 2023, these stores contributed \$489,000 and \$436,000 to the marketing fund, respectively.

The Company reimburses Taziki's Restaurants, LLC for services performed, including the use of its employees, office space and equipment. In 2024 and 2023, the Company reimbursed Taziki's Restaurants, LLC \$2,204,617 and \$2,037,807, respectively. The Company allocated these amounts across various expenses in the accompanying statements of income.

For the years ended December 29, 2024 and December 31, 2023, Taziki's Restaurants, LLC contributed and was reimbursed \$743,700 and \$593,743, respectively, for marketing fund services. As of December 29, 2024 and December 31, 2023, amounts due to this related party totaled \$1,582,403 and \$784,666, respectively.

The Company also receives royalty and marketing fees from stores owned by other related parties such as the member, board members and officers. For the years ended December 29, 2024 and December 31, 2023, royalties from these stores totaled \$1,357,723 and \$1,318,000, respectively, which comprised 19% and 19% of total royalties, respectfully. These stores contributed \$254,573 and \$247,000 to the marketing fund during 2024 and 2023, respectively. As of December 29, 2024 and December 31, 2023, receivables from these related parties totaled \$330,559 and \$299,392, respectively.

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT.
PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED
THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR
EXPRESSED HIS OR HER OPINION WITH REGARD TO THE CONTENT OR FORM.

TAZIKI'S FRANCHISING, LLC
BALANCE SHEETS
APRIL 19, 2026

ASSETS

CURRENT ASSETS

Cash	\$ 2,093,733
Accounts Receivable, net	1,344,836
Other receivables	37,875
Other current assets	<u>14,078</u>
Total current assets	3,490,522

EQUIPMENT, NET	<u>41,920</u>
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TOTAL ASSETS	<u><u>\$ 3,532,442</u></u>
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LIABILITIES AND MEMBER'S EQUITY (DEFICIT)

CURRENT LIABILITIES

Accounts payable	\$ 5,551
Due to related party	1,974,748
Accrued Expenses	<u>12,674</u>
Total current liabilities	1,992,973

DEFERRED REVENUE	<u>579,612</u>
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TOTAL LIABILITIES	2,572,585
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MEMBER'S EQUITY (DEFICIT)	<u>959,857</u>
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TOTAL LIABILITES AND MEMBER'S EQUITY (DEFECIT)	<u><u>\$ 3,532,442</u></u>
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TAZIKI'S FRANCHISING, LLC
STATEMENTS OF INCOME
FOR THE 1ST QUARTER ENDED APRIL 19, 2026

REVENUES

Royalties	\$ 2,465,374
Franchise fees	7,500
Marketing fees	<u>662,082</u>
Total revenues	3,134,956

OPERATING EXPENSES

General and administrative expenses	673,360
Payroll expense	521,089
Depreciation	-
Marketing expense	<u>583,084</u>
Total operating expenses	<u>1,777,533</u>

NET INCOME	<u><u>\$ 1,357,423</u></u>
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TAZIKI'S FRANCHISING, LLC
STATEMENTS OF MEMBER'S EQUITY (DEFECIT)
FOR THE 1ST QUARTER ENDED APRIL 19, 2026

MEMBER'S EQUITY AS OF DECEMBER 28, 2025	\$ 664,648
Distributions to Member	(1,062,214)
Net Income	1,357,423
MEMBER EQUITY AS OF APRIL 20, 2025	959,857

Exhibit E
State Administrators and Agents for Service of Process

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

California Department of Business Oversight 320 West 4th Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 or (866) 275-2677 (Toll Free)	Michigan Michigan Department of Commerce Corporations and Securities Bureau 670 Law Building Lansing, Michigan (517) 373-7117	South Dakota Department of Labor and Regulation Division of Securities 124 S. Euclid, Suite 104 Pierre SD 57501 (605) 773-3563
Hawaii Business Registration Division Securities Compliance Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	Minnesota Minnesota Department of Commerce 85 7th Place East, Suite 500 St. Paul, Minnesota 55155 (651)296-6328	Virginia State Corporation Commission, Division of Securities and Retail Franchising 1300 E. Main Street, Ninth Floor Richmond, Virginia 23219 (804) 371-9051
Illinois Franchise Division Office of Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	New York New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, New York 10005 (212) 416-8222	Washington Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, Washington 98501 (P.O. Box 9033, Olympia, WA 98507) (360) 902-8760
Indiana Franchise Section Indiana Securities Division Secretary of State, Room E-111 302 West Washington Street Indianapolis, Indiana 46204 (317) 232-6681	North Dakota Office of Securities Commissioner 600 East Boulevard, Fifth Floor Bismarck, North Dakota 58505 (701) 328-4712	Wisconsin Division of Securities Department of Financial Institutions P. O. Box 1768 Madison, Wisconsin 53701 (608) 266-8559
Maryland Office of Attorney General Division of Securities 200 St. Paul Place	Rhode Island Division of Securities 233 Richmond Street, Suite 232 Providence, Rhode Island 02903-4232	

Baltimore, Maryland 21202-2020 (410) 576-6360		(401) 222-3048		
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Agents for Service of Process:

Alabama:	John Michael Bodnar, 3009 Pump House Road, Suite 200, Birmingham, Alabama 35243
California:	Commissioner of Business Oversight, 1515 K St., Sacramento, California 95814
Delaware:	Capitol Services, Inc., 615 South DuPont Highway, Dover, Delaware 19901
Hawaii:	Commissioner of Securities, PO Box 40, Honolulu, Hawaii 96810
Illinois:	Illinois Attorney General, 500 South Second Street, Springfield, Illinois 62706
Indiana:	Indiana Secretary of State, 302 W. Washington Street, Indianapolis, Indiana 46204
Maryland:	Maryland Securities Commissioner, 200 St. Paul Place, Baltimore, Maryland 21202
Minnesota:	Commissioner of Commerce, 85 7th Place East, Suite 500, St. Paul, Minnesota 55155
New York:	New York Secretary of State, 99 Washington Avenue, Albany, New York 12231
North Dakota:	Securities Commissioner, 600 East Boulevard, Fifth Floor, Bismarck, North Dakota 58505
Rhode Island:	Director of the Rhode Island Department of Business Regulation, 233 Richmond Street, Providence, Rhode Island 02903
South Dakota:	Director, Division of Securities, Department of Labor and Regulation, 124 S. Euclid, Suite 104, Pierre SD 57501
Virginia:	Clerk of the State Corporation Commission, 1300 East Main Street, First Floor, Richmond, Virginia 23219
Washington:	Director of Financial Institutions, 150 Israel Road SW, Tumwater, Washington 98501 (P. O. Box 9033, Olympia, Washington 98507)
Wisconsin:	Administrator, Division of Securities, 345 West Washington Avenue, P.O. Box 1768, Madison, Wisconsin 53701-1768

Exhibit F
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Taziki's Franchising, LLC

Confidential Operations Manual

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Exhibit G
Names and Addresses of Franchisees as of December 31, 2025

<u>Franchisee</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP Code</u>	<u>Phone</u>
Aegean Foods NOLA, LLC	701 Metairie Road, Suite 1-A-103	Metairie	LA	70005	504-766-5768
Café Freska, LLC	11700 San Jose Blvd. Suite 25	Jacksonville	FL	32223	904-503-2461
Café Freska, LLC	14035 Beach Blvd. Suite 8	Jacksonville	FL	32250	904-503-1950
Café Freska, LLC	216 South Magnolia Drive	Tallahassee	FL	32301	850-329-6056
Café Freska, LLC	2905 SW 42nd Street	Gainesville	FL	32608	352-372-1301
DMO, LLC	5205 Old Hickory Blvd.	Hermitage	TN	37076	615-454-9684
DV Eats Ltd. Co	106 Fairfax Avenue	Louisville	KY	40207	502-212-5373
F&F Group Plano, LLC	8305 Preston Road	Plano	TX	75024	972-370-3660
F&F Group Southlake, LLC	2750 East Southlake Blvd.	Southlake	TX	76092	205-837-2553
F&F Group Las Colinas, LLC	5910 North Macarthur Blvd, Suite 139	Irving	TX	75039	469-974-7187
F&F Group Old Town, LLC	5500 Greenville Avenue #507	Dallas	TX	75206	214-390-5458
Huntsville Tazikis I, LLC	4855 Whitesburg Drive	Huntsville	AL	35802	256-881-9155
Taz RDU, LLC	7901 Falls of Neuse Road, Suite 101	Raleigh	NC	27615	984-255-0202
JJACE, LLC	1090 Suncrest Towne Centre	Morgantown	WV	26505	304-777-4455
JTJ Restaurants, LLC	1000 SE Walton Blvd.	Bentonville	AR	72712	479-715-0647
JTJ Restaurants, LLC	10800 Bass Pro Parkway, Suite A	Little Rock	AR	72210	501-455-6228
JTJ Restaurants, LLC	12800 Chenal Parkway	Little Rock	AR	72221	501-225-1829
JTJ Restaurants, LLC	15000 Cantrell Road	Little Rock	AR	72223	501-448-2331
JTJ Restaurants, LLC	724 Oak Street	Conway	AR	72032	501-327-1829
JTJ Restaurants, LLC	8200 Cantrell Road	Little Rock	AR	72227	501-227-8291
JTJ Restaurants, LLC	95 East Joyce Blvd.	Fayetteville	AR	72703	479-521-8291
KP Restaurants OK2, LLC	1551 East 15th Street	Tulsa	OK	74120	918-699-9579
KP Restaurants, LLC	4929 East 71st Street	Tulsa	OK	74136	918-986-8921
Taz RDU, LLC	302 Colonades Way, Suite 201	Cary	NC	27518	919-415-0447
Taz RDU, LLC	7161 O'Kelly Chapel Road	Cary	NC	27519	919-371-2693
PC Eats Ltd. Co	13317 Shelbyville Rd., Suite 105	Louisville	KY	40223	502-244-6222
S2D, LLC	1580 Veterans Parkway	Jeffersonville	IN	47130	812-404-1191
Stokely Healthy Foods, LLC	6100 Kingston Pike Road	Knoxville	TN	37919	865-444-0661
Stokely Healthy Foods, LLC	6634 Clinton Highway	Knoxville	TN	37912	865-512-7019
Taz 840, LLC	1855 Medical Center Pkwy, Suite H	Murfreesboro	TN	37129	629-238-0403
Taz 840, LLC	3100 Village Plains Blvd., Suite 100	Franklin	TN	37064	615-576-1346
Taz Atl 3, LLC	6975 McGinnis Ferry Road, Suite 200	Johns Creek	GA	30097	770-764-0309
Taz Auburn, LLC	339 South College Street	Auburn	AL	36830	334-246-5198
Taz Bham, LLC	1425 Montgomery Hwy, Suite 199	Vestavia Hills	AL	35216	205-573-4166
Taz Bham, LLC	430 Fieldstown Road, Suite 108	Gardendale	AL	35071	205-386-3013
Taz Bham, LLC	630 1st Street North	Alabaster	AL	35007	205-216-3465
Taz Daphne, Inc.	1539 U.S. Highway 98	Daphne	AL	36526	251-273-3337
Taz Florence, LLC	26 Cox Creek Parkway	Florence	AL	35630	256-367-2391

<u>Franchisee</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP Code</u>	<u>Phone</u>
Taz Fresh Kenwood, LLC	7331 Kenwood Road	Cincinnati	OH	45236	513-964-4005
Taz Fresh Mason, LLC	9640 Mason Montgomery Rd., Suite B.	Mason	OH	45040	513-234-9099
Taz Fresh West Chester, LLC	445 Ohio Pike, Suite 110	Cincinnati	OH	45255	513-657-0834
Taz Gulch, LLC	230 11th Avenue South	Nashville	TN	37203	615-203-0346
Taz Gulch, LLC	7221 Nolensville Road, Suite B	Nolensville	TN	37135	615-570-0009
Taz Gulch, LLC	7626 Highway 70 South	Nashville	TN	37221	615-610-0776
Taz Jackson, LLC	1142 Vann Drive Suite 100	Jackson	TN	38305	731-891-0037
Taz K&R, LLC	421 3rd Avenue Southeast	Cullman	AL	35055	256-727-5041
Taz K&R, LLC	4859 Promenade Parkway	Bessemer	AL	35022	205-756-6002
Taz Mobile, Inc.	9 Du Rhu Drive	Mobile	AL	36608	251-378-2678
Taz NC Providence, LLC	7107 Waverly Walk Avenue	Charlotte	NC	28227	704-665-5057
Taz Opelika, LLC	2119 Interstate Drive	Opelika	AL	36801	334-759-6225
Taz Panama City, Inc.	103 West 23rd Street	Panama City	FL	32405	850-640-1380
Taz RDU, LLC	108 Grande Hill Place	Holly Springs	NC	27540	984-266-1226
Taz SC Southside, LLC	2201 Woodruff Road, Unit C	Simpsonville	SC	29861	864-881-0166
Taz St. Louis, LLC	12704 Olive Blvd.	Creve Coeur	MO	63141	314-343-1654
Taz Tupelo, LLC	9382 N. Gloster St., Suite U-2	Tupelo	MS	38804	662-553-4200
Taz19, LLC	2560 Berryhill Road, Suite A	Montgomery	AL	36117	334-409-3085
Tazikis Atlanta, LLC	5306-B Windward Parkway	Alpharetta	GA	30004	470-235-5614
Tazikis Atlanta, LLC	5610 Glenridge Drive	Sandy Springs	GA	30342	678-365-4081
Tazikis Columbia, LLC	702 Cross Hill Road	Columbia	SC	29205	803-386-0302
Tazikis Denver, LLC	6345 East Hampden Ave	Denver	CO	80222	720-310-1970
Tazikis Huntsville, LLC	105 Brookridge Drive	Madison	AL	35758	256-724-6564
Tazikis Memphis, LLC	540 S. Mendenhall Road	Memphis	TN	38117	901-290-1091
Tazikis Memphis, LLC	7850 Poplar Avenue, Suite 26	Germantown	TN	38138	901-612-2713
Tazikis Memphis, LLC	7974 US-64	Memphis	TN	38133	901-203-0083
Tazikis Memphis, LLC	5291 Airline Road #115	Arlington	TN	38002	901-883-3525
Tazikis Nashville, LLC	200 Crossings Lane	Mt. Juliet	TN	37122	615-610-1815
Tazikis Nashville, LLC	206 Indian Lake Blvd	Hendersonville	TN	37075	615-991-6798
Tazikis West End, LLC	3001 West End Avenue	Nashville	TN	37203	615-724-2276
Tazikis Nashville, LLC	4091 Mallory Lane	Franklin	TN	37067	615-791-4465
Tazikis Nashville, LLC	428 Main Street	Franklin	TN	37064	615-490-9585
Tazikis Nashville, LLC	7021 Executive Center Dr., Bld. D, Suite 101	Nashville	TN	37027	615- 645-4050
Tazikis of Green Hills, LLC	2190 Bandywood Drive	Nashville	TN	37215	615-873-1027
Taziki's Pelham Road, LLC	3604 Pelham Road, Suite A	Greenville	SC	29615	864-501-0450
Taziki's Restaurants 2, LLC	12643 Stone Village Way	Midlothian	VA	23113	804-245-8113
Taziki's Restaurants 2, LLC	14221 Hull Street Road	Chesterfield	VA	23832	804-223-8182
Taziki's Restaurants 2, LLC	4024-C Cox Road	Glenn Allen	VA	23060	804-747-8294
Taziki's Restaurants ATL, LLC	1095 Old Peachtree Road NW	Suwanee	GA	30024	678-804-4580
Taziki's Restaurants ATL, LLC	3027 N. Druid Hills Road NE	Atlanta	GA	30329	404-476-3131
Taziki's Restaurants ATL, LLC	777 Townpark Lane NW	Kennesaw	GA	30144	770-308-1605

<u>Franchisee</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP Code</u>	<u>Phone</u>
Taziki's Restaurants, LLC	1820 Gadsden Highway	Trussville	AL	35235	205-623-3177
Taziki's Restaurants, LLC	2737 Highway 280 South	Birmingham	AL	35223	205-870-0455
Taziki's Restaurants, LLC	301 18th Street South	Birmingham	AL	35233	205-731-9001
Taziki's Restaurants, LLC	3439 Colonnade Parkway	Birmingham	AL	35243	205-968-6622
Taziki's Restaurants, LLC	4520 Overton Road	Birmingham	AL	35242	205-956-1300
Taziki's Restaurants, LLC	4745 Chase Circle	Birmingham	AL	35244	205-682-6999
Taziki's Restaurants, LLC	601 Doug Baker Blvd.	Birmingham	AL	35242	205-980-6063
Tazikis Tuscaloosa, LLC	1800 McFarland Blvd.	Tuscaloosa	AL	35404	205-344-6444
TFI-1, LLC	5821 Line Avenue, Suite A	Shreveport	LA	71106	318-300-4890
The Zenith Company 2, LLC	117 Southland Drive	Lexington	KY	40503	859-286-3082
TMC of Athens, LLC	227 Prince Avenue	Athens	GA	30601	706-247-7619
TMG01, LLC	4025 East 82nd Street	Indianapolis	IN	46250	317-315-1125
T-Town Taz, LLC	5002 North Cowhorn Creek Loop	Texarkana	TX	75503	903-329-5563
TOC, LLC	432 Market Street	Chattanooga	TN	37402	423-779-3100
TOC2, LLC	2020 Gunbarrel Road Ste 120	Chattanooga	TN	37421	423-443-4479
TOC3, LLC	4440 Frontage Road NW, Unit 200	Cleveland	TN	37312	423-641-5712
TOC4, LLC	5215 Highway 153, Suite 123	Hixson	TN	37343	423-456-0022
Huntsville Tazikis I, LLC	11220 Memorial Parkway SW, Suite D	Huntsville	AL	35803	256-993-3169
Huntsville Tazikis I, LLC	3620 Governors Drive SW, Suite 101	Huntsville	AL	35805	256-692-1856
CLP Taz, LLC	1058 FM 306, Suite 101	New Braunfels	TX	78130	830-210-2964
Taz-Charleston, LLC	1710 Shoremeade Road #450	Mt. Pleasant	SC	29464	843-883-8478
CLP Taz, LLC	1101 Thorpe Lane, Suite 107	San Marcos	TX	78666	214-473-2710
Huntsville Tazikis I, LLC	6407 Highway 431 South, Suite E	Owens Cross Roads	AL	35763	256-649-5701
CLP Taz, LLC	22103 Bulverde Road, Suite 104	San Antonio	TX	78259	210-761-8247
Taz St. Louis, LLC	1187 Colonnade Center	Des Peres	MO	63131	314-394-8255
Taz Hoover, LLC	5880 Elsie Road, Building D-1	Hoover	AL	35244	205-255-5858
Taz Roanoke, LLC	2243 Franklin Road SW, Suite A	Roanoke	VA	24014	540-655-1299
Tazikis Denver, LLC	1601 Mayberry Drive, Suite 101	Highlands Ranch	CO	80129	303-632-9274

LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM

The following is a list of our franchisees in the United States who have ceased to do business under the franchise agreement or had an outlet terminated, canceled, not renewed, or transferred during our last fiscal year, or who have not communicated with the franchisor within 10 weeks of the issuance date:

<u>City</u>	<u>State</u>	<u>Phone</u>	<u>Franchisee</u>
North Little Rock	AR	501-218-8822	JTJ Restaurants, LLC
West Chester	OH	513-898-2144	Taz Fresh Mason, LLC
Panama City Beach	FL	850-257-5695	Taz Panama City Beach, Inc.

Exhibit H
Closing Acknowledgement Forms

TAZIKI'S FRANCHISING, LLC
FRANCHISE CLOSING ACKNOWLEDGMENT

As you know, you (or the entity you represent) and we are entering into a Franchise Agreement to operate a Franchised Business or an Area Development Agreement to develop Franchised Businesses in the Development Territory assigned to you. The purpose of this Closing Acknowledgment is to determine whether any statements or promises were made to you on which you have relied that we have not authorized or that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest, accurate and complete responses to each question.

Are you seeking to enter into the Franchise Agreement along with a purchase or transfer of an existing Franchised Business from an existing Franchisee?

Yes ____ No ____

I had my first face-to-face meeting with a Franchisor representative on _____ [date].

Acknowledgments and Representations* .

1. Did you receive a copy of our Franchise Disclosure Document ("FDD") (and all exhibits and attachments) at least 14 calendar days (or at the first personal meeting or least 10 business days if you are in New York and Rhode Island), before you signed the Franchise Agreement and Area Development Agreement? **Check one:** ☐ **Yes** ☐ **No**. If no, please tell us if and when you received the FDD and when you signed the Franchise Agreement. Please explain why you signed the Franchise Agreement or Area Development Agreement before the 14 days expired:

2. Did you understand all the information in the FDD and your rights and obligations under the Franchise Agreement and Area Development Agreement? **Check one:** ☐ **Yes** ☐ **No**. If no, please comment:

3. Did you receive a copy of the Franchise Agreement and Area Development Agreement at least 7 days before you signed the Agreement? **Check one:** ☐ **Yes** ☐ **No**. If no, tell us when you received the Franchise Agreement and Area Development Agreement and when you signed each of them. Please explain why you signed the Agreement(s) when you did:

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

4. Have you studied and reviewed carefully the FDD you received from us, and the Area Development Agreement and the Franchise Agreement you received and were asked to sign? **Check one:** ☐ Yes ☐ No. If no, please comment:

5. Was any oral, written or visual claim, statement, presentation or representation made to you on which you relied in making your decision to sign the Franchise Agreement and Area Development Agreement that contradicted the disclosures in the FDD? **Check one:** ☐ Yes ☐ No. If yes, please explain in detail the oral, written or visual statement, presentation, claim or representation:

6. Except for any financial performance representation included as Item 19 in our FDD, did any employee or other person speaking on our behalf make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any Franchised Business franchise, or the likelihood of success at your franchised business on which you relied in making your decision to sign the Franchise Agreement or Area Development Agreement? **Check one:** ☐ Yes ☐ No. If yes, please explain in detail who made and what you understand is the oral, written or visual claim, statement, promise or representation:

7. Except for any financial performance representation included as Item 19 in our FDD did any employee or other person speaking on our behalf make any statement or promise regarding the costs involved in operating a franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD on which you relied in making your decision to sign the Franchise Agreement or Area Development Agreement? **Check one:** ☐ Yes ☐ No. If yes, please identify who made the statement or promise and what you understand are the details of the statement or promise.

8. Do you understand that the franchise granted (a) allows you to operate a Franchised Business only at the authorized Location, (b) prevents us from operating or franchising another Franchised Business only in the Territory described in the Franchise Agreement, (c) allows us to operate or franchise a Franchised Business anywhere outside the Territory, and (4) allows us to open and operate or authorize any other party to open and operate a Nontraditional Concept Restaurant in your Territory? **Check one:** ☐ Yes ☐ No. If no, please comment:

9. Do you understand that the Franchise Agreement or Area Development Agreement contains the entire agreement between you and us concerning the franchise for the Franchised Business, or the

Area Development rights, meaning that any prior oral or written statements or agreements not set out in the Franchise Agreement, the Area Development Agreement or the FDD will not be binding? **Check one:** ☐ Yes ☐ No. If no, please comment:

10. Do you understand that the success or failure of your franchise or area development program will depend in large part upon your skills and experience, your business acumen, the hours you work, the location(s) and markets you select for your restaurants, your management of your Franchised Business or area development business, the prices you set, the local market for a Franchised Business, interest rates, the economy, inflation, the number and competence of employees or contractors you hire and their compensation, competition, financing terms and other economic and business factors? Further, do you understand that the economic and business factors that exist at the time you buy or open your franchise may change? **Check one:** ☐ Yes ☐ No. If no, please comment:

You understand that your answers are important to us and that we will rely on them. By signing this acknowledgment, you are representing that you have considered each question carefully and responded truthfully to the above questions. If more space is needed for any answer, please continue on a separate sheet, attach it, date it and initial the sheet.

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

Signed: _____

Print Name: _____

Date: _____

Signed: _____

Print Name: _____

Date: _____

ACCEPTED ON BEHALF OF:
TAZIKI'S FRANCHISING, LLC

By: Taziki's, Inc.
Its: Sole Member

Signed: _____

Print Name: _____

Date: _____

Signed: _____

Print Name: _____

Date: _____

TAZIKI'S FRANCHISING, LLC
FRANCHISE CLOSING ACKNOWLEDGMENT

For use in Virginia

As you know, you (or the entity you represent) and we are entering into a Franchise Agreement to operate a Franchised Business or an Area Development Agreement to develop Franchised Businesses in the Development Territory assigned to you. The purpose of this Closing Acknowledgment is to determine whether any statements or promises were made to you on which you have relied that we have not authorized or that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest, accurate and complete responses to each question.

Are you seeking to enter into the Franchise Agreement along with a purchase or transfer of an existing Franchised Business from an existing Franchisee?

Yes ___ No ___

I had my first face-to-face meeting with a Franchisor representative on _____ [date].

Acknowledgments and Representations*.

Did you receive a copy of our Franchise Disclosure Document ("FDD") (and all exhibits and attachments) at least 14 calendar days (or at the first personal meeting in Iowa or New York, or least 10 business days if you are in Connecticut, Michigan or New York), before you signed the Franchise Agreement and any Area Development Agreement? **Check one:** ☐ **Yes** ☐ **No**. If no, please tell us if and when you received the FDD and when you signed the Franchise Agreement. Please explain why you signed the Franchise Agreement or Area Development Agreement before the 14 days expired:

Did you receive a copy of the Franchise Agreement or Area Development Agreement at least 7 days before you signed the Agreement? **Check one:** ☐ **Yes** ☐ **No**. If no, tell us when you received the Franchise Agreement and when you signed it. Please explain why you signed the Franchise Agreement or Area Development Agreement when you did:

Was any oral, written or visual claim, statement, presentation or representation made to you on which you relied in making your decision to sign the Franchise Agreement or Area Development Agreement that contradicted the disclosures in the FDD? **Check one:** ☐ **Yes** ☐ **No**. If yes, please explain in detail the oral, written or visual statement, presentation, claim or representation:

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

Except for any financial performance representation included as Item 19 in our FDD, did any employee or other person speaking on our behalf make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any Franchised Business franchise, or the likelihood of success at your Franchised Business on which you relied in making your decision to sign the Franchise Agreement? **Check one:** ☐ Yes ☐ No. If yes, please explain in detail who made and what you understand is the oral, written or visual claim, statement, promise or representation:

Except for any financial performance representation included as Item 19 in our FDD did any employee or other person speaking on our behalf make any statement or promise regarding the costs involved in operating a franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD on which you relied in making your decision to sign the Franchise Agreement or Area Development Agreement? **Check one:** ☐ Yes ☐ No. If yes, please identify who made the statement or promise and what you understand are the details of the statement or promise.

Do you understand that the franchise granted in the Franchise Agreement (a) allows you to operate a Franchised Business only at the Franchised Location, (b) prevents us from operating or franchising another Franchised Business only in the Protected Area described in the Franchise Agreement, (c) allows us to operate or franchise a Franchised Business anywhere outside the Protected Area, and (d) allows us to open and operate or authorize any other party to open and operate a Nontraditional Concept Retailer in your Protected Area? **Check one:** ☐ Yes ☐ No. If no, please comment:

Do you understand that the Franchise Agreement or Area Development Agreement contains the entire agreement between you and us concerning the franchise for the Franchised Business or the development rights we grant to you, meaning that any prior oral or written agreements not set out in the Franchise Agreement, the Area Development Agreement or the FDD will not be binding? **Check one:** ☐ Yes ☐ No. If no, please comment:

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

(Signature page follows)

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

Signed: _____

Print Name: _____

Date: _____

Signed: _____

Print Name: _____

Date: _____

ACCEPTED ON BEHALF OF:
TAZIKI'S FRANCHISING, LLC

By: Taziki's, Inc.

Its: Sole Member

Signed: _____

Print Name: _____

Date: _____

Signed: _____

Print Name: _____

Date: _____

Exhibit I
General Release
Extension and General Release

GENERAL RELEASE FOR TRANSFER OR RENEWAL

This General Release (the "Release") is made as of the ____ day of _____, 20__ by and between _____ (the "Franchisee") and Taziki's Franchising, LLC, an Alabama limited liability company ("Franchisor").

WHEREAS, Franchisee is a party to a certain Franchise Agreement [Area Development Agreement] dated _____, 20__ (the "Franchise Agreement") by and between Franchisee and Franchisor; and

WHEREAS, Franchisee desires to sell and assign the Franchise Agreement or transfer the Franchised Business (as defined in the Franchise Agreement) at the Approved Location (as defined in the Franchise Agreement) to a third party in accordance with the transfer provisions of the Franchise Agreement, and Franchisor has approved the application of the transferee to succeed to and become the franchisee of the Franchised Business at the Approved Location; and

WHEREAS, the Franchise Agreement requires that, as a condition to any transfer (as defined in the Franchise Agreement) under the Franchise Agreement, Franchisee and the transferee must first execute a general release of all claims in favor of Franchisor.

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements contained herein, the parties covenant and agree as follows:

1. Release of Franchisor. Franchisee hereby releases and forever discharges Franchisor, any subsidiary or affiliate of Franchisor, their respective officers, directors, members, employees, agents, contractors and their respective successors, assigns, heirs and personal representatives from any and all claims, demands, rights and causes of action of any kind that Franchisee now has or hereafter may have on account of or in any way arising out of or related to the offer, sale, administration, performance, default, assignment and termination of the Franchise Agreement. Franchisor and Franchisee mutually intend that this Release shall include, without limitation, claims, demands and causes of action arising out of alleged misrepresentations of any kind or nature whatsoever, alleged breaches of contract (based upon implied, express, estoppel, waiver, or alternative theories of contractual obligation), or breach of any alleged special, trust, agency or fiduciary relationship, whether asserted or proposed to be asserted by way of claim, setoff, affirmative defense, counterclaim, cross-claim or third party claim.

2. No Release of Franchisee. Franchisee is not released from any duty or obligation imposed upon Franchisee by the Franchise Agreement, provided that upon assignment and assumption of the Franchise Agreement by the authorized transferee and delivery of all of the documents and fees required by Franchisor as a condition to the assignment or transfer of the Franchised Business, Franchisee shall have no liability or obligation with respect to any breach of the Franchise Agreement by the transferee arising after the date of transfer or assignment.

3. Survival of Obligations. Franchisee and Guarantor(s) each acknowledge that its obligations under the Franchise Agreement with respect to indemnification, audits (as to accounting periods prior to the Termination Date) and confidentiality of materials disclosed while the Franchise Agreement was in effect, and any other provision that specifies it survives termination of the Franchise Agreement all remain in full force and effect. Franchisee and Guarantor(s) shall contact Franchisor regarding any questions on such surviving obligations. For purposes of this Release, "Confidential Materials" means all materials in all forms, including electronically stored information, that was disclosed to Franchisee and Guarantor(s) in confidence, contains confidential information as described in the Franchise Agreement, including without

limitation all customer information subject to any privacy requirements, or by the facts and circumstances attending disclosure, should be considered confidential and proprietary.

4. Non-Competition Covenants. Notwithstanding the foregoing, the post-termination termination covenants against competition set forth in Section 11 of the Franchise Agreement shall be in full force and effect from the Effective Date until their stated expiration date.

5. No Violation of Applicable Law. Notwithstanding the foregoing, this Release does not apply to any claim or cause of action arising under laws governing the offer and sale of franchises to Franchisee or the relationship between Franchisee and Franchisor if the release would violate or is prohibited by such applicable law.

6. Representations and Warranties. Franchisee and Guarantor(s) each represent and warrant to Franchisor that: (a) Franchisee has reported the gross sales of the Franchised Restaurant accurately and correctly calculated the fees due during the Term of the Franchise Agreement; (b) Franchisee, Guarantor(s) and Franchisee's employees, contractors and agents have not used, disclosed or made unauthorized copies of any Confidential Materials, or shared any access codes to electronic information and secure web sites of Franchisor in violation of the Franchise Agreement; (c) no consent of any third party is required for Franchisee to enter into or perform this Release; (d) Franchisee or Guarantor(s) have not filed a lawsuit or arbitration demand against Franchisor, its parent companies or affiliates and have not filed a proceeding, complaint or notice regarding this franchise or franchisor with any federal, state or local regulatory or law enforcement agency, including without limitation the Federal Trade Commission regarding the Franchise Agreement; (f) Franchisee or Guarantor(s) are not the subject of any pending bankruptcy, receivership, composition, assignment or similar proceeding; (g) Franchisee has obtained the necessary equity owner and governance board authorization to execute and perform this Release; and (h) the persons negotiating and executing this Release on Franchisee's behalf have been duly authorized by its owners and its governance board.

7. Confidentiality. Each party hereto and their respective counsel, representatives and agents agrees that they will not disclose any of the terms of this Release. The parties and their respective counsel, representatives and agents are not, however, precluded from disclosing the terms of the Release to their attorneys, accountants, tax preparers, paid financial advisors or any governmental, regulatory or judicial authority which might compel the disclosure of this Release. Notwithstanding the foregoing, if any of the parties is served with a subpoena or other governmental or judicial process seeking to compel the disclosure of this Release, it shall be the responsibility of the party that receives the subpoena or other governmental or judicial process to notify all other parties to this Release within 72 hours of receipt, thus affording the other parties to this Release an opportunity to move to quash the subpoena or oppose the entry of any order seeking to compel the disclosure of this Release. Additionally, in the event it becomes necessary to file this Release with a court in any future enforcement action between the parties, the parties hereby agree to apply jointly for leave to file this Release under seal.

8. Future Conduct. Franchisee, on behalf of itself and its owners, agents, contractors, officers, managers, and directors, and the Guarantors (collectively, "Franchisee's Representatives") expressly covenant and agree that each of them shall not, at any time, either orally or in writing or through any other medium (including without limitation through any social media outlet, posting, blog or comment), or any other form of communication, (i) disparage, defame, impugn, assail or criticize the reputation, integrity, professionalism or conduct of the Franchisor or its officers, directors, managers, owners, agents, contractors and employees (collectively, "Franchisor's Representatives") the franchisees of Franchisor, or any of their representatives, (ii) pursue or promote any action to encourage any of Franchisor's Franchisees to (1) abandon or terminate their franchise, (2) not pay amounts due to Franchisor, (3) not perform under any franchise agreement, or (4) not support the Franchisor or any of its

programs in any way; or (iii) voluntarily testify or appear as a witness, consultant or expert, or participate as an adverse party to Franchisor, in any civil litigation, arbitration or dispute resolution proceeding against Franchisor or any of Franchisor's Representatives related to the Franchise, the business of Franchisor or the System, Franchisee's Representatives may answer truthfully to any inquiry received from a governmental authority or in response to any lawful discovery or subpoena issued in any civil or criminal proceeding. The Franchisee's Representatives and the Franchisor's Representatives will treat each other with mutual respect. Franchisor and the Franchisor's Representatives covenant and agree not to disparage, defame, impugn, assail or criticize the reputation, integrity, professionalism or conduct of Franchisee and the Guarantors in connection with this Franchise. The parties acknowledge that monetary damages may not be sufficient to provide redress to an aggrieved party if the other party breaches this Section, so the parties consent to the entry of injunctive relief to prevent any breach or continuing breach of this Section.

9. Consultation with Counsel. Franchisee and Guarantor(s) acknowledge that each of them have consulted with, or had the opportunity to consult with, legal counsel of their own selection about this Release. Franchisee and Guarantor(s) each understand how this Release will affect your legal rights and voluntarily enter into this Release with such knowledge and understanding.

10. Governing Law; Consent to Jurisdiction. This Release will be governed by and interpreted under Alabama law. The parties hereby consent and waive all objections to the non-exclusive personal jurisdiction of, and venue in, the United States District Court for the Northern District of Alabama and Alabama state courts situated in Jefferson County, Alabama for the purposes of all cases and controversies involving this Release and its enforcement, and the Franchise Agreement.

11. Attorneys' Fees. The parties agree that the non-prevailing party will pay all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party to enforce this Release or collect amounts owed under this Release.

12. Capitalized Terms. Capitalized terms not otherwise defined in this Release shall have the meaning assigned to that term in the Franchise Agreement, including its addenda and amendments.

13. Execution in Counterparts. To facilitate execution of this Release by geographically separated parties, this Release and all other agreements and documents to be executed in connection herewith may be executed in as many counterparts as may be required; and it shall not be necessary that the signatures on behalf of each party appear on each counterpart; but it shall be sufficient that the signature on behalf of each party appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Release to produce or account for more than a number of counterparts containing the respective signatures on behalf of all the parties hereto. All facsimile executions shall be treated as originals for all purposes.

14. Entire Agreement. This Release constitutes the entire understanding and agreement between the parties with respect to the Franchised Restaurant and the termination of the Franchise Agreement. This Release may not be changed or modified, except by a writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Release as of the date and year first above written.

FRANCHISEE:

By: _____

Printed Name: _____

Title: _____

FRANCHISOR:

TAZIKI'S FRANCHISING, LLC

By: _____

Printed Name: _____

Title: _____

GUARANTORS:

Printed Name:

Printed Name:

Printed Name:

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

State	Registration Date
Indiana	Pending
Michigan	Pending
Virginia	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.

RECEIPT OF FRANCHISE DISCLOSURE DOCUMENT

This Disclosure Document summarizes certain provisions of the Franchise Agreement, Area Development Agreement and other information in plain English. Read this Disclosure Document and all agreements carefully.

If Taziki's Franchising, LLC (Taziki's) offers you a franchise, we 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. New York requires that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Iowa requires that we give you this Disclosure Document at the earlier of the first personal meeting or 14 days before you sign a binding contract or pay any consideration. Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Taziki's 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 you should report it to the Federal Trade Commission, Washington, D.C. 20580, and the applicable state agency listed on Exhibit E to this Franchise Disclosure Document.

Taziki's is located at 3009 Pump House Road, Suite 200, Birmingham, Alabama 35243. Its telephone number is 205.451.1860. The franchise sellers for this offering are Alexander Garmezy, William Magruder and Dan Simpson at 3009 Pump House Road, Suite 200, Birmingham, Alabama 35243, 205.451.1860.

Issuance date: June 3, 2026

Taziki's has authorized the persons listed on Exhibit E to this Disclosure Document to receive service of process for us in Alabama and states where our franchise is registered.

I have received Taziki's Disclosure Document, dated June 3, 2026 (or the later date set forth for each applicable state on Exhibit E to this Franchise Disclosure Document), which includes the following exhibits:

A	Franchise Agreement including forms of Automated Clearing House Payment Authorization; Guaranty and Restriction Agreement; Management Confidentiality Agreement; Lease Rider; Nontraditional Concept; Franchise Agreement Addenda Required by Certain States; Receipt of Operations Manual and Confidentiality Agreement; Fresh IT and Support Agreements; SBA Addendum; Optional Digital Advertising Services Participation Agreement	D	Financial Statements
		E	State Administrators and Agents for Service of Process
		F	Table of Contents of Operations Manual
		G	Names and Addresses of Franchisees
		H	Closing Acknowledgement
B	Area Development Agreement	I	General Release
C	Disclosure Document and Addenda Required by Certain States		

Date of Signature
(Do not leave blank)

Signature of Prospective Franchisee (for the prospective franchisee and any corporation, partnership or other business entity having or proposed to have an interest in the franchise or any proposed franchised location)

Printed Name: _____

You may return the signed receipt either by signing, dating, and mailing it to Taziki's Franchising, LLC at 3009 Pump House Road, Suite 200, Birmingham, Alabama 35243 or by scanning and emailing a copy of the signed and dated receipt to Taziki's at franchising@tazikis.com.

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