

FRANCHISE DISCLOSURE DOCUMENT



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The franchise offered is for the right to operate a franchised business offering cakes, cookies, croissants, muffins, breads, other pastries and bakery items, sandwiches, coffee, tea, and other food and beverage products and services under the “The French Workshop” name (a “The French Workshop Bakery”).

The total investment necessary to begin operation of a The French Workshop Artisan Bakery franchise ranges from \$1,486,000 to \$2,150,000. This amount includes \$52,000 to \$57,000 that must be paid to the franchisor or its affiliate.

This Disclosure Document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least 14 calendar-days before you sign a binding agreement with, or make any 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 Graham Buckley at 3839 Bell Blvd., Suite 233, Bayside, New York 11361, and 914-810-7470.

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.

Issuance date of this Franchise Disclosure Document: April 26, 2024.

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 H.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit E includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only The French Workshop 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 The French Workshop franchisee?	Item 20 or Exhibit H lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor and its affiliate by mediation, arbitration and/or litigation in the city in which franchisor's then current principal business address is located (currently New York, New York). Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor and its affiliate in the city in which franchisor's then current principal business address is located than in your own state.
2. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
3. **General Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

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

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LIST OF EXHIBITS

Exhibit A	List of State Administrators
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Exhibit I	Franchise Owner Disclosure Questionnaire
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APPLICABLE STATE LAW MIGHT REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT. THESE ADDITIONAL DISCLOSURES, IF ANY, APPEAR IN EXHIBIT J.

Item 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The franchisor is TFW Franchise LLC (“we,” “us,” or “our”). “You” means the individual or entity that buys the franchise. If you are a corporation, partnership, limited liability company, or other entity, your owners must sign our “Guaranty and Assumption of Obligations” in their individual capacities, which means that all of the provisions of the Franchise Agreement (a form of which is attached as Exhibit C) also will apply to your owners. Depending on the creditworthiness of the owners and the community property laws of the states in which they reside, we may also require that the spouse of each owner sign our “Guaranty and Assumption of Obligations.”

We are a Delaware limited liability company formed on February 21, 2024. Our principal business address is 3839 Bell Blvd., Suite 233, Bayside, New York 11361. We operate under the name “The French Workshop” and no other name. If we have an agent in your state for service of process, we disclose that agent in Exhibit B. We have not previously conducted business in this or any other line of business and we are offering franchises for the first time in this or any line of business with this Disclosure Document. We have no parents or predecessors required to be disclosed in this item.

Our affiliate, A. Zorbas and Sons Ltd. (“Zorbas”), is a manufacturer of baked goods. Zorbas’ principal place of business is 51 Armenias, 2006 Strovolos, Nicosia, Cyprus. Our affiliate, TFW Wholesale, LLC (“TFW Wholesale”), is currently the sole approved supplier to The French Workshop Bakery franchise owners of certain baked goods that it imports from Zorbas. TFW Wholesale’s principal place of business is 3839 Bell Blvd., Suite 233, Bayside, New York 11361. Neither Zorbas nor TFW Wholesale offers franchises in any line of business, and neither Zorbas nor TFW Wholesale operate any The French Workshop Bakeries.

Our affiliate, TFW IP LLC (“TFWIP”), owns and licenses the use of the Marks (defined below) to us. TFWIP’s principal business address is 3839 Bell Blvd., Suite 233, Bayside, New York 11361. TFWIP neither provides products or services to franchise owners of The French Workshop Bakeries nor offers franchises in any line of business.

Our affiliate, TFW Management LLC (“TFW Management”), has operated company-owned The French Workshop Artisan Bakeries since December 2015. TFW Management’s principal place of business is 3839 Bell Blvd., Suite 233, Bayside, New York 11361. TFW Management neither provides products or services to franchise owners of The French Workshop Bakeries nor offers franchises in any line of business.

Our affiliate, Xani Transport LLC dba American Trucking Company (“Xani Transport”), is the designated supplier for shipping Menu Items. Xani Transport’s principal place of business is 3839 Bell Blvd., Suite 233, Bayside, New York 11361. Except as described above, Xani Transport neither provides products or services to franchise owners of The French Workshop Bakeries nor offers franchises in any line of business.

Our affiliate, MMS Merchant Services LLC (“MMS”), is an approved supplier of payment card processing services. MMS’ principal place of business is 22-76 Steinway Street, Astoria, NY 11105. Except as described above, MMS neither provides products or services to franchise owners of The French Workshop Bakeries nor offers franchises in any line of business.

Other than as disclosed above, we have no parents or affiliates who currently provide products or services to franchise owners of The French Workshop Bakeries. We have no parents or affiliates who have offered or currently offer franchises in any lines of business.

We grant franchises for bakeries operating under the “The French Workshop” name and other trademarks, trade names, service marks, and commercial symbols (collectively, the “Marks”). For reference purposes in this Disclosure Document, we refer to “The French Workshop” bakeries using the System (defined below) and the Marks as “The French Workshop Bakeries,” and we call the The French Workshop Artisan Bakery that you will operate the “Bakery.” The French Workshop Artisan Bakeries offer cakes, cookies, croissants, muffins, breads, other pastries and bakery items, sandwiches, coffee, tea, and other food and beverage products and services (collectively, the “Menu Items”) utilizing the System (defined below). Menu Items are prepared according to our specified recipes and procedures and use high quality ingredients, including all food and beverage items, ingredients, condiments and other products, services and equipment (collectively, the “Proprietary Products”) which now comprise, or in the future may comprise, part of the System or our trade secrets which are developed by and are proprietary to us or our affiliates.

The French Workshop Artisan Bakeries use our business formats, methods, procedures, signs, designs, layouts, standards, specifications and Marks (the “System”), all of which we may improve, further develop or otherwise modify. If you acquire a franchise, you must operate the Bakery according to the System. The Bakery will be operated from a site we accept located at the principal business address listed on Exhibit B of the Franchise Agreement (the “Premises”).

The Bakery will be located in a specific geographic territory (the “Territory”) and will offer Menu Items to the general public throughout the year and compete with other food and beverage establishments, particularly those that specialize in cakes, cookies, croissants, muffins, breads, other pastries and bakery items, sandwiches, coffee and tea. The market for food and beverages generally is well-developed and competitive nationally.

You must comply with all existing regulations concerning food service, nutrition, calorie content, and other federal or state regulations that apply specifically to the food and beverage service industry. For example, the Environmental Protection Agency, U.S. Food and Drug Administration, the U.S. Department of Agriculture, as well as state and local environmental and health departments and other agencies, have laws and regulations concerning the preparation of food and sanitary conditions of food and beverage establishments. State and local agencies may periodically conduct inspections for compliance with these requirements. Under the federal Clean Air Act and certain state laws, you may be required to comply with applicable statutory guidelines, such as localized quality standards for ozone, carbon monoxide and particulate matters. Certain provisions of such laws impose limits on emissions resulting from commercial food preparation.

You also must comply with existing laws, regulations, and ordinances that apply generally to all businesses, such as the Americans with Disabilities Act, federal wage and hour laws and state law equivalents, the Affordable Care Act, the Occupational Safety and Health Act, anti-terrorism and anti-corruption laws (such as the Patriot Act and the Foreign Corrupt Practices Act), and data protection and privacy laws (such as credit card protection under the U.S. Fair and Accurate Credit Transactions Act, or “FACTA”). It is your sole responsibility to comply with all applicable laws, and to obtain and maintain all necessary licenses and permits required by public authorities. You should investigate these laws that may apply to the food service and beverage service industry and to all businesses in general.

Item 2

BUSINESS EXPERIENCE

Nikolaos Pantelatos: Manager; Founder/Chief Executive Officer – TFW Management

Mr. Pantelatos has been our Manager since our formation in February 2024 and has been TFW Management's Founder and Chief Executive Officer since December 2015.

Theodora Christophorou: Vice President of Operations - TFW Management

Ms. Christophorou has been TFW Management's Vice President of Operations in Bayside, New York since December 2015.

Neil Pantelatos: Vice President of Supply Chain and Logistics - TFW Management

Mr. Pantelatos has been TFW Management's Vice President of Supply Chain and Logistics in Bayside, New York since December 2015.

Jerry Pantelatos: Director of Culinary - TFW Management

Mr. Pantelatos has been TFW Management's Director of Culinary in Bayside, New York since December 2015.

Graham Buckley: Vice President, Franchising

Mr. Buckley has been our Vice President, Franchising since our inception in February 2024. He has also been TFW Management's Vice President of Franchising in Bayside, New York since November 2023. From October 2021 to November 2023, Mr. Buckley was the Vice President of Franchise Development for Turning Point Restaurants in Eatontown, New Jersey. From June 2021 to October 2021, Mr. Buckley was the Enterprise Sales Executive for Deliverect in New York, New York. From January 2019 to January 2021, Mr. Buckley was the Partnerships Manager for Pret A Manger in New York, New York.

Demetris Zorbas: Alternate Manager; Chief Executive Officer – Zorbas

Mr. Zorbas has been our Alternate Manager since our formation in February 2024 and has been Zorbas' Chief Executive Officer in Nicosia, Cyprus since January 1995.

Theodosios Hajigeorgiou: Chief Financial Officer - Zorbas

Mr. Hajigeorgiou has been Zorbas' Chief Financial Officer in Nicosia, Cyprus since May 2005.

Charalambos Gavrielides: Chief Commercial Officer - Zorbas

Mr. Gavrielides has been Zorbas' Chief Commercial Officer in Nicosia, Cyprus since July 2021. From April 2009 to July 2021, Mr. Gavrielides served as Zorbas' Commercial Manager in Nicosia, Cyprus.

Item 3

LITIGATION

No litigation is required to be disclosed in this Item.

Item 4

BANKRUPTCY

No bankruptcy proceedings are required to be disclosed in this Item.

Item 5

INITIAL FEES

Initial Franchise Fee

If we grant you a franchise for a The French Workshop Bakery, then when you sign the Franchise Agreement you must pay us a non-recurring initial franchise fee (the “Initial Franchise Fee”). If this is your first The French Workshop Bakery, then the Initial Franchise Fee will be \$40,000. If you currently own and operate a The French Workshop Bakery, the Initial Franchise Fee will be \$30,000. The Initial Franchise Fee is fully earned by us when paid and is not refundable under any circumstances. The Initial Franchise Fee is uniform as to all franchise owners purchasing a franchise for a The French Workshop Bakery.

If you are a qualified Veteran of the U.S. Armed Forces and this is your first The French Workshop Bakery, we will offer you a \$6,000 reduction off of the \$40,000 Initial Franchise Fee. To qualify, you must, among other business requirements, have received an Honorable Discharge and at all times, must own the franchise and/or the franchise business entity. You must disclose your Veteran status to us (and provide evidence of qualification) before signing your Franchise Agreement.

Initial Training Fee

If this is your first The French Workshop Bakery, then two weeks before initial training begins you must pay us a non-recurring initial training fee of \$12,000 (the “Initial Training Fee”) in exchange for our providing initial training for you (or your managing owner), the employee you appoint to be the bakery manager (the “Bakery Manager”) and one additional employee you select. You (or your managing owner) and the Bakery Manager are required to complete initial training to our satisfaction. The Initial Training Fee is fully earned by us when paid and is not refundable under any circumstances. The Initial Training Fee is uniform as to all franchise owners purchasing a franchise for a The French Workshop Bakery.

Grand Opening Advertising

You must spend a minimum of \$5,000 (or such other sum as may be required by your lessor or the master lessor) to advertise and promote the Bakery during a grand opening period beginning four weeks before the scheduled opening of the Bakery and ending four weeks after the Bakery opens for business. We may, however, at our option, require you to provide any or all of the \$5,000 directly to us before the grand opening period and we will spend those funds on your behalf to

advertise and promote the Bakery during the grand opening period. If we require you to pay those funds to us directly, they will be fully earned by us when paid and will only be refundable if you do not open the Bakery and we have not yet spent them.

Range of Pre-Opening Amounts Received During Prior Fiscal Year

Because we are offering franchises for The French Workshop Artisan Bakeries for the first time with this Disclosure Document, we did not receive any amounts toward the pre-opening fees described above from any franchise owners under Franchise Agreements during our prior fiscal year.

Item 6

OTHER FEES

Column 1 Type of Fee ⁽¹⁾	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Continuing Service and Royalty Fee (“Royalty”)	6% of weekly Gross Sales ⁽²⁾	Wednesday of each week ⁽²⁾	“Gross Sales” means all of your revenue from operating the Bakery (including revenues and income you receive from pickup, any approved delivery and/or catering services, and the proceeds of any business interruption insurance policies), but (1) excluding all federal, state or municipal sales, use, or service taxes collected from customers and paid to the appropriate taxing authority, (2) excluding any customer tips to Bakery employees, and (3) reduced by the amount of any documented refunds, credits, allowances, and charge-backs the Bakery in good faith gives to customers
Advertising and Development Fund Contribution (“Fund contribution”)	Up to 3% of weekly Gross Sales (currently 1% of weekly Gross Sales)	Wednesday of each week ⁽²⁾	Fund contributions are payable in the same manner as the Royalty. See Item 11 for a detailed discussion about the Advertising and Development Fund (the “Fund”).
Technology Fee	An amount we designate up to \$200 per month (currently \$200 per month)	Payable in weekly installments of up to \$50 per week (currently \$50 per week) on Wednesday of each week ⁽²⁾	We charge you a fee in exchange for the system-wide development, maintenance and/or support of the Computer System, Point-of-Sale System and other technology, including our Website, an intranet site, social media pages, and a gift card platform.
Local Advertising	On a monthly basis, at least 2% of the Bakery’s prior	As incurred	You must spend this amount on local marketing activities for the Bakery according to our guidelines. Alternatively, we may require that you

Column 1	Column 2	Column 3	Column 4
Type of Fee⁽¹⁾	Amount	Due Date	Remarks
	month's Gross Sales		provide us with an amount equal to the required local advertising expenditure in any month to spend on your behalf during that month on local advertising and promotion.
Cooperative Advertising Programs	Up to 50% of the local advertising requirement, unless increased by vote of 51% or more of the The French Workshop Artisan Bakeries operating in your defined Advertising Coverage Area ⁽³⁾	As Cooperative Advertising Program directs	See Item 11 for a detailed discussion about Cooperative Advertising Programs. No Cooperative Advertising Program yet exists for any The French Workshop Artisan Bakeries as of this Disclosure Document's issuance date. Cooperative Advertising Program spend, if and when required, will offset against local advertising requirement.
Initial Training for Additional Employees	Then current training fee per person for our initial training program (currently, \$1,500 per person, plus expenses)	As incurred	We provide initial training for you (or your managing owner), the Bakery Manager and one additional employee you select in exchange for your payment of the Initial Training Fee (see Items 5, 7 and 11). You (or your managing owner) and the Bakery Manager are required to complete initial training to our satisfaction. We may charge you for initial training for additional or replacement employees at our training facility (see Item 11)
Additional or Renewal Training and Assistance	Then current training fee per trainer for additional training during the term (currently, \$350 per trainer, per day)	As incurred	We may charge you for additional or special assistance or training you need or request or that we may require during the franchise term. These amounts also apply to on-site consultation services we may provide at the Bakery during the franchise term (including any additional or special guidance, assistance, or training you request during the initial on-site support period) (see Item 11)
Annual National Meeting	Then current fee (currently, \$600)	As incurred	We may require you to attend an annual national meeting of all The French Workshop Artisan Bakery franchise owners at a location we designate.
Transfer	(i) \$1,500 for transfer of non-controlling ownership interest or transfer of ownership	Before transfer completed.	You must satisfy all our conditions of transfer as provided under the Franchise Agreement in order for us to approve any

Column 1 Type of Fee⁽¹⁾	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
	interests in you to existing owners we have already approved (ii) for all other types of transfers, (a) 75% of our then-current franchise fee if no existing The French Workshop franchise owner has a controlling ownership in the transferee, or (b) 50% of our then-current franchise fee if an existing The French Workshop franchise owner does have a controlling ownership in the transferee ⁽⁴⁾		transfer.
Relocation	50% of the then-current franchise fee	Upon our accepting a new site for the Bakery.	Applicable to any relocation we approve.
Renewal	\$5,000	Upon signing the Successor Franchise Agreement	You must meet certain conditions to have the option to acquire a successor franchise
Lease Assistance Fee	\$2,000	Immediately upon receipt of invoice	Due if at any time during the Term, we or our affiliate assists you with working with the landlord of the Premises to renew or extend the lease for the Premises for an additional period of time
Product and Service Purchases	Varies	When billed	You will buy products and services from us, our affiliates, designated and approved vendors whose items meet our standards and specifications, and/or other suppliers in the industry (See Item 8)
Testing	The cost of inspection and testing	As incurred	This covers our costs and expenses for evaluating and testing new products or inspecting new suppliers you propose
Loyalty/e-Gift	\$199 per month	As incurred	We charge you this amount on behalf of our designated vendor of loyalty and e-

Column 1	Column 2	Column 3	Column 4
Type of Fee⁽¹⁾	Amount	Due Date	Remarks
Card			Gift card software
Audit	The cost of inspection or audit	Upon invoice	Due if you do not give us reports, supporting records, or other required information
Interest on overdue amounts	Up to 4% above the prime rate of interest on the first day of each month or the maximum rate allowable by applicable law ⁽⁵⁾	As agreed	Due on all overdue amounts
Insurance	You must reimburse our costs	As incurred	If you fail to obtain insurance, we may obtain insurance for you and you must reimburse us
Insufficient Funds Processing Fee	\$100, plus our expenses	As incurred	Due if you have insufficient funds in your EDTA to cover a payment, or, if you pay by check, a check is returned for insufficient funds
Costs and Attorneys' Fees	Will vary under circumstances	As incurred	Due when you do not comply with the Franchise Agreement
Brand Damages	Will vary under circumstances ⁽⁶⁾	As incurred	Due only if you terminate the Franchise Agreement before it expires, in which case you must pay us for all Brand Damages related to the early termination
Indemnification	Will vary under circumstances	As incurred	You must reimburse us if we are held liable for claims from the Bakery's operations and other damages we incur
Management Fee	Direct out-of-pocket costs and expenses (plus 10% of the Bakery's Gross Sales during the time the Bakery is under our (or a third party's) management)	As incurred	Due when we (or a third party we designate) manage the Bakery after your or your managing owner's death or disability or upon your default or abandonment
Administrative Fee	\$1,000 per day that we have the right to terminate the Franchise Agreement	As incurred	Due when you do not comply with the Franchise Agreement
"Mystery Shopper"/ Quality Assurance	Direct out-of-pocket costs and expenses	As incurred	Due when we (or a third party we designate) assess the Bakery for quality assurance purposes

- 1/ Except for product and service purchases described in Item 8, and except as otherwise noted in this Item 6, all fees are imposed and collected by and payable to us. Except as noted above, all fees are uniform and nonrefundable.
- 2/ Before the Bakery begins operating, you must sign and deliver to us the documents we require to authorize us to debit your business checking account automatically for the Royalty, Fund contributions, and other amounts due under the Franchise Agreement and for your purchases from us and/or our affiliates (the “Electronic Depository Transfer Account” or “EDTA”). We will debit the EDTA for these amounts on their due dates. Funds must be available in the EDTA for withdrawal. We may require payment other than by automatic debit, and you must comply with our payment instructions.
- 3/ Members of the Cooperative Program will include The French Workshop Artisan Bakeries operated by us or our affiliates that are located within the Advertising Coverage Area. Each The French Workshop Artisan Bakery operating in the Advertising Coverage Area will have one vote. No Cooperative Program yet exists for the franchise network.
- 4/ The transfer fee will be \$1,500 if you are an entity and (a) your owners transfer a non-controlling ownership interest in you or your owners and (i) the proposed transferee and its owners (whether direct or indirect) are of good character and otherwise meet our then applicable standards for franchise owners (including no involvement with a Competitive Business, as defined in Item 17); (ii) you give us prior notice of the transfer and later provide us final documentation of the consummated transfer; and (iii) you reimburse us, upon our demand at any time, for any costs we incur related to the proposed transfer (regardless of whether the proposed transfer actually occurs) or (b) your owners transfer ownership interests in you to existing owners we have already approved and you reimburse us, upon our demand at any time, for any costs we incur in connection with the proposed transfer (regardless of whether the proposed transfer actually transpires).
- 5/ If there is no applicable legal maximum rate, interest will be calculated at a rate of up to 4% above the prime rate of interest on the first day of each month for the past due amount, as published in The Wall Street Journal.
- 6/ Brand Damages include all damages, costs, expenses, attorneys’ and experts’ fees directly or indirectly related to early termination, including lost Royalties, lost Fund contributions, lost profits, loss of goodwill and damage to our Marks and reputation, lost opportunities, travel and personnel costs, expenses that we may incur in constructing or finding another franchise owner to construct a new The French Workshop Artisan Bakery in the Territory, and any other lost payments or benefits we would have received for the balance of the term of the Franchise Agreement after the effective date of termination.

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Item 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Column 1	Column 2	Column 3	Column 4	Column 5
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be made
Initial Franchise Fee (1)	\$40,000	Lump Sum	Upon signing Franchise Agreement	Us
Initial Training Fee (1)	\$12,000	Lump Sum	Two weeks before initial training begins	Us
Real Estate/Rent – 3 months (2)	\$45,000 - \$105,000	As Agreed	As Incurred	Landlord
Lease, Utility and Security Deposits	\$30,000 - \$90,000	As Agreed	As Incurred	Landlord
Design & Architectural Fees	\$30,000 - \$50,000	As Agreed	As Incurred	Outside Suppliers
Leasehold Improvements (3)	\$800,000 - \$1,050,000	As Agreed	As Incurred	Outside Suppliers
Furniture and Fixtures (4)	\$120,000 - \$150,000	As Agreed	As Incurred	Outside Suppliers
Equipment (5)	\$250,000 - \$350,000	As Agreed	As Incurred	Outside Suppliers
Smallwares	\$25,000 - \$30,000	As Agreed	As Incurred	Outside Suppliers
Signage	\$10,000 - \$30,000	As Agreed	As Incurred	Outside Suppliers
Point-of-Sale System (6)	\$16,000 - \$19,000	As Agreed	As Incurred	Outside Suppliers
Computer System (6)	\$8,000 - \$12,000	As Agreed	As Incurred	Outside Suppliers

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be made
Professional Fees	\$15,000 - \$20,000	As Agreed	As Incurred	Lawyers, Accountants and other Advisors
Business License and Permits	\$5,000 - \$15,000	As Agreed	As Incurred	Government Agencies
Opening Inventory (7)	\$25,000 - \$45,000	As Agreed	As Incurred	Designated and Approved Suppliers
Grand Opening Advertising (8)	\$5,000	As Incurred	As Incurred; must be spent during the 4 weeks before opening and ending 4 weeks after opening	Third-party Advertising Sources, Us
Training Expenses (out-of-pocket costs for 3 people) (9)	\$0 - \$30,000	As Incurred	As Incurred	Third Parties
Insurance (10)	\$20,000- \$22,000	As Incurred	As Incurred	Insurance Company
Additional Funds – 3 months (11)	\$30,000- \$75,000	As Incurred	As Incurred	Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT (12)	\$1,486,000 - \$2,150,000			

Explanatory Notes

- * Except for, in limited circumstances, the funds for the grand opening marketing (See Item 5), all amounts listed in the above table are nonrefundable.
1. We describe the Initial Franchise Fee and Initial Training Fee in Item 5.
 2. It is your responsibility to identify a suitable Premises within the Territory, which we must accept. We estimate that the Premises for a The French Workshop Artisan Bakery should occupy approximately 3,900 to 5,000 square feet of space and have a store front of

approximately 30 feet. We anticipate that you will rent the Premises and the range estimates 3 months' rent. It is possible, however, that you might choose to buy, rather than rent, real estate on which a building suitable for the Bakery already is constructed or could be constructed. Real estate costs depend on location, size, visibility, economic conditions, accessibility, competitive market conditions, and the type of ownership interest you are buying. Rent depends on geographic location, size, local rental rates, businesses in the area, site profile, and other factors, and could be considerably higher in large metropolitan areas. The French Workshop Artisan Bakeries can be located in free-standing units, shopping centers and other venues in strong trade areas with ample parking and pedestrian traffic.

3. Leasehold improvements may include necessary construction work, landscaping and grading of the Premises and parking lots, and other alterations to the proposed site to create a suitable retail space for the Bakery. This estimate excludes any allowances for tenant improvements that you may receive from the landlord of the Premises.
4. The costs for furniture and fixtures vary depending on the size, configuration and condition of the Bakery.
5. The costs for equipment vary depending on the size, configuration and condition of the Bakery.
6. You must purchase a Point-of-Sale System and Computer System (defined in Item 11) that meets our specifications, which hardware and software components we detail in Item 11. See Item 11 for more information on our required technology specifications for the Point-of-Sale System and Computer System.
7. You are responsible for purchasing an initial supply of inventory from designated or approved suppliers (which may, but need not, include us or our affiliates). This estimate is for one month's supply of inventory.
8. You must spend a minimum of \$5,000 (or such other sum as may be required by your lessor or the master lessor) to advertise and promote the Bakery during a grand opening period beginning four weeks before the scheduled opening of the Bakery and ending four weeks after the Bakery opens for business. We must approve your grand opening marketing plan for the grand opening period. We may, however, at our option, require you to provide any or all of the \$5,000 directly to us before the grand opening period and we will spend those funds on your behalf to advertise and promote the Bakery during the grand opening period. See Item 11.
9. If this is your first The French Workshop Bakery, then before the Bakery opens for business, we will train you (or your managing owner), the Bakery Manager and one additional employee you select on operating a The French Workshop Bakery. These estimates are for training costs for 3 people to attend initial training. (See Item 6) The low end of the training costs estimate assumes this is your second or subsequent The French Workshop Bakery. The high end of the training costs estimate assumes that this is your first The French Workshop Artisan Bakery and that you are not located near our training facility and includes airfare, lodging, food, car rental, and wages for your employees. The estimate is \$15,000 (excluding wages for your employees) if this is your first The French Workshop Artisan Bakery and you are located near our training facility.

10. You must obtain and maintain certain types and amounts of insurance. (See Item 8) Insurance costs depend on policy limits, types of policies, nature and value of physical assets, gross revenue, number of employees, square footage, location, business contents, and other factors bearing on risk exposure. The estimate contemplates insurance costs for one year.
11. This item estimates your initial start-up expenses (other than the items identified separately in the table). These expenses include: payroll costs (but not any draw or salary for you); equipment; installations; security deposits; utility costs; incorporation fees; materials; and any unforeseen incidental expenses related to facilities improvements. We relied on our affiliate's and our executives' experience in operating The French Workshop Artisan Bakeries (See Item 12) and other bakery businesses to compile these estimates.
12. These amounts are only estimates and your costs could vary considerably depending on the particular circumstances for the Bakery. We do not offer financing directly or indirectly for any part of the initial investment. The availability and terms of financing depend on many factors, including the availability of financing generally, your creditworthiness and collateral, and lending policies of financial institutions from which you request a loan.

The estimates above generally apply to a new The French Workshop Bakery. If we allow you to purchase an existing company-owned location, then the initial estimates may vary depending on the circumstances to require a greater or smaller investment than shown above in this Item; however, we do not anticipate that the estimated initial investment will cost significantly more than the estimates shown for a new franchise location.

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate the Bakery according to our System Standards. System Standards may regulate, among other things, the types, models, and brands of Menu Items, equipment, fixtures, furniture, vehicles, furnishings, and signs (collectively, "Operating Assets"); products, other equipment and supplies you must use in operating the Bakery; unauthorized and prohibited products, equipment, and services; inventory requirements; and designated and approved suppliers of Operating Assets, Menu Items and other items.

In the case of Menu Items and Operating Assets, suppliers may be limited to us, our affiliates, and/or our designated third-party suppliers, and you must buy those Menu Items and/or Operating Assets during the franchise term only from us, our affiliates, and/or our designated third-party suppliers at the prices we and they decide to charge. We have the absolute right to limit the suppliers with whom you may deal. We restrict your sources of Menu Items in order to protect our trade secrets, assure quality, assure a reliable supply of products that meet our standards, achieve better terms of purchase and delivery service, control usage of the Marks by third parties, and monitor the manufacture, packaging, processing, and sale of these items.

None of our officers currently owns an interest in any designated third-party supplier to the franchise network.

As described in Item 1, our affiliate, Zorbas, manufactures baked goods and our affiliate, TFW Wholesale, will import certain of those baked goods and be the only approved supplier of those baked goods. Our affiliate, Xani Transport, is the designated supplier for shipping of Menu Items and Operating Assets and our affiliate, MMS, is an approved supplier of payment card processing

services. Except as we describe above, there are no other goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate or comparable items for establishing or operating the Bakery that you currently must buy or lease from us (or an affiliate) or designated suppliers.

If we approve you to offer delivery and/or catering services in connection with the Bakery, you must make accommodations for delivery and/or catering services in compliance with our System Standards, including utilizing only the specified designated delivery and/or catering service providers we identify, making available the Menu Items identified as appropriate for delivery and/or catering (and only those designated Menu Items), and limiting the delivery and/or catering services to any delivery and/or catering area we specify to you in writing. We may withdraw our approval for you to engage in delivery or catering activities at any time in our sole discretion upon our providing you with reasonable notice of our withdrawal. (See Item 12)

To maintain the quality of the goods and services that The French Workshop Artisan Bakeries sell and our System's reputation, we may condition your right to buy or lease goods and/or services (besides those described above that you may obtain only from us, our affiliates, and/or other specified exclusive sources) on their meeting our minimum standards and specifications and/or being acquired from suppliers that we approve. We will issue and modify standards and specifications based on our and our The French Workshop Artisan Bakery franchise owners' experience in operating The French Workshop Bakeries. Our standards and specifications may impose minimum requirements for production, performance, reputation, prices, quality, design, and appearance. Our confidential operating manual and other communications we may provide to you (collectively, the "Operations Manual") will identify our standards and specifications for the System. We will notify you and, where appropriate, the suppliers, of our standards and specifications. There might be situations where you can obtain items from any supplier who can satisfy our requirements and, therefore, would be an approved supplier.

If we institute any type of restrictive sourcing program (which we have already done for Proprietary Products and may do so for other items) and you want to use any item or service that we have not yet evaluated or to buy or lease from a supplier that we have not yet approved or designated, you first must send us sufficient information, specifications, and samples so that we can determine whether the item or service complies with System Standards or the supplier meets our approved supplier criteria. We list examples of our criteria for supplier approval in the following paragraph below in this Item, and we will make available our then current criteria to you, as necessary, upon request if we are asked to evaluate and approve a new supplier, item, or service for use with the System. We may require you or the supplier to reimburse us for our costs and expenses for the evaluation (see Item 6) and will decide within a reasonable time (no more than 120 days). We periodically will establish procedures for your requests and may limit the number of approved items, services, and/or suppliers as we think best.

Supplier approval might depend on product quality, delivery frequency and reliability, service standards, financial capability, customer relations, concentration of purchases with limited suppliers to obtain better prices and service, or other criteria. We and our affiliates have the right to receive payments or other material consideration from suppliers on account of their actual or prospective dealings with you and other franchise owners and to use all amounts that we and our affiliates receive without restriction (unless we and our affiliates agree otherwise with the supplier) for any purposes we and our affiliates deem appropriate. Supplier approval might be temporary until we evaluate the supplier in more detail. We may inspect a proposed supplier's facilities during and after the approval process to make sure that the supplier meets our standards. If it does not, we may revoke our approval by notifying the supplier and you in writing. We have no obligation to approve

any request for a new supplier, product, or service. We may charge you our actual costs of inspection and testing of products in connection with our evaluation and approval or disapproval of proposed suppliers.

Neither we nor our affiliates received any payments directly from franchise owners, or from suppliers based on franchise owner purchases, in respect of products or services during the prior fiscal year.

Insurance. Besides these purchases or leases, you must obtain and maintain, at your own expense, the insurance coverage that we periodically require and satisfy other insurance-related obligations underwritten by responsible insurance carriers acceptable to us and which are authorized to do business in the state(s) in which the Bakery is located. You currently must have broad form comprehensive public liability, general liability, product liability, and contractual liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in connection with the Bakery's operation for a minimum limit of \$1,000,000; all risk or special form coverage on your Premises, including boiler and machinery coverage extending to all improvements and alterations, trade fixture, and business personal property having adequate limits to replace all that is damaged as caused by, or occurring in connection with, the Bakery's operation; business interruption insurance to cover at a minimum the rent of the Premises, previous profit margins, maintenance of competent personnel and other fixed expenses for the duration of the interruption to the Bakery's operation; if any vehicle is used (whether owned, non-owned, leased or hired) in connection with the operation of the Bakery, motor vehicle liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in connection with the Bakery's operation with a minimum limit of coverage the limit required by the State in which the vehicle is registered; worker's compensation (including occupational disease) in accordance with the scope and limits of the law and including other state endorsement where legally required and commercially appropriate (minimum amount of \$1,000,000); employer's liability insurance (in amounts authorized by statute but a minimum amount of \$1,000,000); unemployment insurance and state disability insurance (as required by governing law) for your employees; employment practices liability insurance; in connection with any construction, refurbishment, and/or remodeling of the Bakery, builder's and/or contractors' insurance (as applicable), lien insurance, and performance and completion bonds in forms and amounts acceptable to us; umbrella or excess liability insurance providing coverage excess of the underlying general liability, motor vehicle liability and employer's liability insurance above for a minimum limit of coverage of \$1,000,000; insurance coverage of such type, nature and scope sufficient to satisfy your indemnification; and any additional insurance required by your lessor or master lessor. Premiums depend on the insurance carrier's charges, terms of payment, and your history. All insurance policies must name TFW Franchise, LLC and its affiliates, officers, partners, shareholders, members, directors, managers, agents, employees, successors and assignees as additional insured parties. If you fail to obtain or maintain required insurance coverage for the Bakery, we may do so on your behalf and invoice you for reimbursement of our costs to arrange the missing coverage. The types and coverage amounts we prescribe are only minimums, and we have not assessed whether, and do not guarantee that, the types and coverage amounts are sufficient for the Bakery.

Advertising Materials. At least 10 business days before you plan on using them, you must send us for review samples of all advertising, promotional, and marketing materials that we (or a supplier we may designate, at our option) have not prepared or previously approved. If you do not receive written notice of approval within 5 business days after you submit materials to us, they are deemed disapproved. You may not use any advertising, promotional, or marketing materials that we have not approved or have disapproved.

The French Workshop Artisan Bakery Construction. You are responsible for constructing the Bakery, and you must use the services of a licensed contractor. We reserve the right to give you mandatory and suggested specifications and layouts for a The French Workshop Bakery, including requirements for dimensions, design, image, interior layout, decor, and color scheme, and to require you to, at your sole cost and expense, meet with us in person to review these specifications and layouts. These plans might not reflect the requirements of any federal, state, or local law, code, or regulation, including those arising under the Americans with Disabilities Act (“ADA”) or similar rules governing public accommodations for persons with disabilities. You must prepare a site survey and all required construction plans and specifications for the Bakery’s site and make sure that they comply with the ADA and similar rules, other applicable ordinances, building codes, permit requirements, and lease requirements and restrictions. We reserve the right to review and approve all final plans and specifications before you begin constructing the Bakery and all revised or “as built” plans and specifications during construction, and to charge you a fee of up to \$2,500 to review these plans and specifications. Our review is only to ensure your compliance with our design requirements. You must use a designated architect and we may require you to use an approved or designated general contractor (in each case which may include or be limited to us and/or our affiliates) to design and construct the Bakery. We may require you to submit to us all contractor bids you receive related to the Bakery for the purpose of recording and benchmarking total construction costs for the future benefit of other franchise owners and all The French Workshop Bakeries. We may inspect the Bakery (including the use of “mystery customers”) during its construction and during the franchise term.

The French Workshop Artisan Bakery Site. You must submit, for our review and written approval, all information and materials we request regarding any site at which you propose to operate a The French Workshop Bakery. We have the right to accept or not accept your lease or sublease and to require that you sign our required form of Lease Addendum to any third-party lease you sign (attached as an exhibit to the Franchise Agreement). We may also enter into a master lease for the site of the Bakery and sublease the Premises to you. We may require you to use an approved or designated national tenant network and you will be required to obtain our prior written approval before using any real estate broker.

Collectively, the purchases and leases described above are approximately 85%-90% of your overall purchases and leases in establishing the Bakery and 95% of your overall purchases and leases in operating the Bakery.

Neither we nor our affiliates received any revenue or other material consideration during 2023 from selling items to The French Workshop Artisan Bakery franchise owners, but we may do so in the future. During fiscal year 2023, we received no rebates from any suppliers, but we may do so in the future. We anticipate that we will, but have no obligation to, deposit certain future amounts we receive from suppliers (as a result of purchases made by The French Workshop Artisan Bakeries from those suppliers) to the Fund for the general benefit of the Marks and the promotion of all The French Workshop Artisan Bakeries generally.

There currently are no purchasing or distribution cooperatives. We may negotiate purchase arrangements with suppliers (including price terms). We do not provide material benefits to The French Workshop Artisan Bakery franchise owners (for example, renewal or granting additional franchises) based on their purchase of particular products or services or use of particular suppliers.

Item 9

FRANCHISEE'S OBLIGATIONS

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

OBLIGATION	SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
a. Site selection and acquisition/lease	Sections 1.D, 2.A., and 2.B of Franchise Agreement	Items 7, 8, and 12
b. Pre-opening purchases/leases	Sections 2.A to 2.F and 8 of Franchise Agreement	Items 5, 7, 8, and 11
c. Site development and other pre-opening requirements	Section 2 of Franchise Agreement	Items 7, 8, and 11
d. Initial and ongoing training	Section 4 of Franchise Agreement	Items 6, 7, and 11
e. Opening	Section 2.F of Franchise Agreement	Item 11
f. Fees	Sections 2.B, 2.E, 3.A to 3.C, 3.E to 3.I, 4.A to 4.D, 8.C, 8.F, 9, 11.B, 12.C, 13.A, 14.C, 14.F, 15.D, 16.D, and 17.C of Franchise Agreement	Items 5, 6, and 7
g. Compliance with standards and policies/operating manual	Sections 4.C, 4.D, and 8 of Franchise Agreement	Items 8 and 11
h. Trademarks and proprietary information	Sections 5 and 6 of Franchise Agreement	Items 13 and 14
i. Restrictions on products/services offered	Sections 1.D and 8 of Franchise Agreement	Items 8, 11, 12, and 16
j. Warranty and customer service requirements	Section 8 of Franchise Agreement	Items 8, 12, and 16
k. Territorial development and sales quotas	Not applicable	Items 12 and 17

OBLIGATION		SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
l.	Ongoing product/service purchases	Sections 2.E, 2.F, and 8 of Franchise Agreement	Items 6 and 8
m.	Maintenance, appearance, and remodeling requirements	Sections 8 and 13 of Franchise Agreement	Items 8, 11, 16, and 17
n.	Insurance	Section 8.F of Franchise Agreement	Items 7 and 8
o.	Advertising	Section 9 of Franchise Agreement	Items 6, 7, 8, and 11
p.	Indemnification	Section 16.D of Franchise Agreement	Item 6
q.	Owner's participation/management/staffing	Sections 1.C, 4, 6, and 8 of Franchise Agreement	Items 11 and 15
r.	Records and reports	Section 10 of Franchise Agreement	Not Applicable
s.	Inspections and audits	Section 11 of Franchise Agreement	Items 6 and 11
t.	Transfer	Section 12 of Franchise Agreement	Item 17
u.	Renewal	Section 13 of Franchise Agreement	Item 17
v.	Post-termination obligations	Section 15 of Franchise Agreement	Item 17
w.	Non-competition covenants	Sections 7, 12, 15, and 16 of Franchise Agreement	Items 15 and 17
x.	Dispute resolution	Section 17 of Franchise Agreement	Item 17
y.	Other - Guaranty	Sections 1.C and 12.C of Franchise Agreement; Attachment to Franchise Agreement	Items 1 and 15

Item 10

FINANCING

We and our affiliates do not offer direct or indirect financing. Neither we nor our affiliate will 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 and begin operating the Bakery, we will:

1. Identify the Designated Area for you to select a site for the Bakery. We will use reasonable efforts to help analyze your market area, to help determine site feasibility, and to assist in designating the location, although we will not conduct site selection activities for you. We may, however, refer sites within the Designated Area to you for your consideration. (Franchise Agreement – Section 2.A)
2. We anticipate that you will operate the Bakery in a commercial space that you will lease. We will accept or not accept each site that you propose within the Designated Area according to our general criteria for selection of a The French Workshop Artisan Bakery site. The site must meet our criteria for demographic characteristics; traffic patterns; parking; character of neighborhood; competition from, proximity to, and nature of other businesses; size; appearance; and other physical and commercial characteristics. You must submit and receive our acceptance of an acceptable site within the Designated Area and related materials to us within 120 days after the Effective Date. If you do not submit and receive our acceptance of a site within 120 days after the Effective Date, we may terminate the Franchise Agreement. (Franchise Agreement – Sections 1.D, 2.A, 2.B, and 14.B)
3. We must accept your third-party lease for the Premises. The lease must be in form and substance we accept, and must include the provisions of our required lease addendum. You must submit a proposed lease or purchase document for the Premises to us within 30 days after we accept the site for the Premises. You must deliver to us the accepted and fully-signed lease (including the provisions of the lease addendum) within 7 days after you sign the lease or purchase document for the Premises. At our option, we may terminate your Franchise Agreement if you and we do not agree on an acceptable site within 120 days after the Effective Date and/or you do not submit a proposed lease or purchase document for that site to us within 30 days after we accept the site for the Premises. (Franchise Agreement – Sections 2.B and 14.B)
4. Designate the Territory for the Bakery. (Franchise Agreement – Section 1.F)
5. Provide you mandatory and suggested specifications and layouts for a The French Workshop Bakery, including requirements for dimensions, design, image, interior layout, decor, fixtures, equipment, signs, furnishings, and color scheme. You must construct the Bakery within 180 days after we accept the finalized Lease and Lease Addendum for the Premises, or we may terminate your Franchise Agreement. (Franchise Agreement – Section 2.C)
6. As discussed in Item 8, identify the Operating Assets, Proprietary Products and related products and services, equipment and supplies that you must use to construct and operate the Bakery, the minimum standards and specifications that you must satisfy, and the designated and approved suppliers from whom you must or may buy or lease these items (which may be

limited to and/or include us, our affiliates, and/or other specified exclusive sources). (Franchise Agreement – Sections 2.A, 2.D, and 8)

7. Provide you access to one copy of the Operations Manual, the current table of contents of which is Exhibit F. As of the date of this Disclosure Document, the Operations Manual contains approximately 323 pages. (Franchise Agreement – Section 4.D)
8. Advise you on or, at our option, conduct on your behalf, the Bakery's grand opening advertising program. (Franchise Agreement – Section 9.A)
9. Train you (or your managing owner), the Bakery Manager and one additional employee you select. (Franchise Agreement – Section 4.A) We describe this training later in this Item.

Ongoing Assistance

During your operation of the Bakery, we will:

1. Advise you regarding the Bakery's operation based on your reports or our inspections. We also will guide you on standards, specifications, and operating procedures and methods that The French Workshop Artisan Bakeries use (including, without limitation, those relating to production, quality control, health and safety); purchasing required and authorized Operating Assets, Proprietary Products and related products and services, and other items and arranging for their distribution to you; advertising and marketing materials and programs; employee training; and administrative, bookkeeping, and accounting procedures. We will guide you in our Operations Manual, bulletins, or other written materials; by electronic media; by telephone consultation; and/or at our office or the Bakery. (Franchise Agreement – Section 4.C)
2. Give you, at your request (and our option), additional or special guidance, assistance, and training. (Franchise Agreement – Section 4) (See Item 6)
3. Continue to provide you access to one copy of the Operations Manual, which could include audiotapes, videotapes, compact disks, computer software, other electronic media, and/or written materials. The Operations Manual contains mandatory and suggested specifications, standards, operating procedures, and rules ("System Standards") that we periodically require. We may modify the Operations Manual periodically to reflect changes in System Standards. (Franchise Agreement – Sections 4.D and 8)
4. Issue and modify System Standards for The French Workshop Bakeries. We periodically may modify System Standards, which may accommodate regional or local variations, and these modifications may require you to invest additional capital in the Bakery and/or incur higher operating costs. (Franchise Agreement – Section 8) (See Item 16)
5. Establish, to the fullest extent allowed by applicable law, maximum, minimum, or other pricing requirements with respect to the prices you may charge for products and services. (Franchise Agreement – Section 8.G)
6. Inspect the Bakery and observe the Bakery's operations to help you comply with the Franchise Agreement and all System Standards. (Franchise Agreement – Section 11.A)
7. Let you use our confidential information. (Franchise Agreement – Section 6)

8. Let you use our Marks. (Franchise Agreement – Section 5)
9. Periodically offer refresher training courses. (Franchise Agreement – Section 4.B) (See Item 6)

Advertising and Development Fund

Recognizing the value of advertising and marketing to the goodwill and public image of The French Workshop Bakeries, we have established a formal Advertising and Development Fund (the “Fund”) for advertising, marketing, and public relations programs and materials we deem appropriate. We may designate a separate entity as we deem appropriate in our sole discretion to operate and administer the Fund. Any such entity will have all of the rights and duties described here. You must contribute to the Fund the amounts that we periodically require, currently 1% of weekly Gross Sales. (See Item 6) The French Workshop Artisan Bakeries that we or our affiliates operate may, but need not contribute to the Fund on the same basis as franchise owners. We have the right to collect for deposit into the Fund any advertising, marketing, or similar allowances paid to us by suppliers who deal with The French Workshop Artisan Bakeries and with whom we have agreed that we will so deposit these allowances.

We and/or an advertising agency that we designate will direct all programs that the Fund finances, with sole control over the creative concepts, materials, and endorsements used and their geographic, market, and media placement and allocation. The Fund may pay for preparing and producing video, audio, and written materials and electronic media; costs associated with inbound marketing channels and providers (for example, Google, Facebook, Instagram, Pinterest and Yelp); developing, implementing, and maintaining an electronic commerce Website and/or related strategies and efforts; social media strategy and execution; use of social media influencers; administering regional and multi-regional marketing and advertising programs, including purchasing trade journal, direct mail, and other media advertising; using advertising, promotion, and marketing agencies and other advisors to provide assistance; and supporting public relations, market research, and other advertising, promotion, and marketing activities. The Fund may advertise locally, regionally, and/or nationally in printed materials, on radio or television, and/or on the Internet, whatever we think best. The Fund periodically may give you samples of advertising, marketing, and promotional formats and materials at no cost. We or the Fund will sell you multiple copies of these materials at their direct cost of producing them, plus any related shipping, handling, and storage charges.

The Fund may periodically give you samples of advertising, marketing, and promotional formats and materials at no cost. We will sell you multiple copies of these materials at our direct cost of producing them, plus any related shipping, handling, and storage charges. We will account for the Fund separately from our other funds and not use the Fund for its or our general operating expenses. However, we may use the Fund to pay the reasonable salaries and benefits of personnel who manage and administer the Fund, the Fund’s other administrative costs, travel expenses of personnel while they are on Fund business, meeting costs, exposition and show costs, overhead relating to Fund business, and other expenses that we incur in activities reasonably related to administering or directing the Fund and its programs, including conducting market research; public relations; preparing advertising, promotion, and marketing materials; and collecting and accounting for Fund contributions. Because we did not implement the Fund during our 2023 fiscal year, it has no operating history and is not currently audited.

The Fund is not our asset. The Fund also is not a trust. We have a contractual obligation to hold all Fund contributions for the benefit of the contributors and to use contributions only for their permitted purposes (described above). We do not have a fiduciary obligation to you for

administering the Fund. The Fund may spend in any fiscal year more or less than the total Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, repay any amounts owed to us or others as borrowed by the Fund in prior periods, or invest any surplus for future use. We do not expect to use any of the Fund contributions specifically to develop materials and programs that will be used principally to solicit franchise owners. However, media, materials, and programs, including our Website, prepared using Fund contributions may describe our franchise program, reference the availability of franchises and related information, and process franchise leads. We may prepare an annual, unaudited statement of Fund collections and expenses and give it to you upon written request. We may have the Fund audited annually, at the Fund's expense, by an independent certified public accountant. We may incorporate the Fund or operate it through a separate entity when we think best. The successor entity will have all of the rights and duties described here.

The Fund is to maximize recognition of the Marks and patronage of The French Workshop Bakeries. Although we may use the Fund to develop advertising and marketing materials and programs, and to place advertising and marketing, that will benefit all The French Workshop Bakeries, we need not ensure that Fund expenditures in or affecting any geographic area are proportionate or equivalent to Fund contributions by The French Workshop Artisan Bakeries operating in that geographic area or that any The French Workshop Artisan Bakery benefits directly or in proportion to its Fund contribution from the development of advertising and marketing materials or the placement of advertising. We may use collection agents and institute legal proceedings to collect Fund contributions at the Fund's expense. We also may forgive, waive, settle, and compromise all claims by or against the Fund. We assume no other direct or indirect liability or obligation to you for collecting amounts due to, maintaining, directing, or administering the Fund.

We may at any time defer or reduce a franchise owner's Fund contributions and, upon 30 days' prior written notice to you, reduce or suspend Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Fund. If we terminate the Fund, we will distribute all unspent monies to franchise owners, and to us and our affiliates, in proportion to their, and our, respective contributions during the preceding 12-month period. We may reinstate Fund contributions upon the same terms and conditions set forth herein upon 30 days' prior written notice to you. (Franchise Agreement – Section 9.B)

Your Local Advertising

In addition to your Fund contributions and your grand opening advertising obligation, you must, during the second month of the Term and in all subsequent months, spend a minimum of 2% of the Bakery's prior month's Gross Sales to advertise and promote the Bakery. Alternatively, we may require that you provide us with an amount equal to the required local advertising expenditure in any month to spend on your behalf during that month on local advertising and promotion.

You must participate at your own expense in all advertising, promotional and marketing programs that we require. You must send us monthly reports of your marketing expenditures.

Your local advertising and promotion must follow our guidelines. All advertising and promotional materials that you develop for the Bakery must contain notices of our Website's domain name in the manner we designate. You may not develop, maintain, or authorize any Website that mentions or describes you or the Bakery or displays any of the Marks without our prior written approval. We alone may establish, maintain, modify or discontinue all internet, worldwide web and electronic commerce activities pertaining to the System, including through the use of a page or profile on a social media Website such as Facebook, Instagram, Pinterest, LinkedIn and Twitter. All

advertising, promotion, marketing, and public relations must be completely clear, factual, and not misleading and conform to both the highest standards of ethical advertising and marketing and the policies that we periodically require. Before you use them, you must send us or our designated agency for review samples of all advertising, promotional, marketing, and public relations materials that we have not prepared or previously approved. Promotional material includes materials you provide on a Website or similar medium. If you do not receive written approval or disapproval within 5 business days after we or our designated agency receives the materials, they are deemed to be disapproved. You may not use any advertising, promotional, marketing, or public relations materials that we have not approved or that we have disapproved.

You must list and advertise the Bakery in at least one recommended classified telephone directory distributed within the Territory (in designated business classifications) and use an approved form of classified telephone directory advertisement. If other The French Workshop Artisan Bakeries are located within the directory's distribution area, we may require you to participate in a collective telephone directory advertisement with those The French Workshop Artisan Bakeries and pay your share. (Franchise Agreement – Section 9.C) (See Items 6, 8, and 9)

There is no obligation for us to maintain any advertising program or to spend any amount on advertising in your geographic area. We have the right to require you to use one or more required suppliers for your local advertising and to require you to spend all or a portion of the required money you must spend on local advertising with required suppliers.

Cooperative Advertising Programs

We may designate an advertising coverage area (“ACA”) – local or regional – in which 2 or more The French Workshop Artisan Bakeries are located in order to seek to establish a cooperative advertising program (“Cooperative Program”). An ACA is the area covered by the particular advertising medium recognized in the industry. We will require all franchise owners in the ACA to participate. Each The French Workshop Artisan Bakery operating in the ACA will have one vote, including those we or our affiliate operate.

Each Cooperative Program will be organized and governed in a form and manner, and begin operating on a date, that we determine in advance. Each Cooperative Program's purpose is, with our approval, to administer advertising programs and develop promotional materials for the area the Cooperative Program covers. If we establish a Cooperative Program for the geographic area in which the Bakery is located, you must sign the documents we require to become a member of the Cooperative Program and participate in the Cooperative Program as those documents require.

If a Cooperative Program is established for your ACA, you must contribute up to 50% of the local advertising requirement to the Cooperative Program weekly, monthly, or as otherwise specified by 50% or more of the The French Workshop Artisan Bakeries operating in the ACA. You need not contribute more than 50% of the local advertising requirement to the Cooperative Program unless 51% or more of the The French Workshop Artisan Bakeries operating in the ACA, including those we or our affiliates operate, vote to increase the contribution in excess of 50% of the local advertising requirement. Any amounts you contribute to a Cooperative Program will count toward the percentage of Gross Sales you are required to spend on local advertising.

We have the power to form, change, dissolve, or merge any Cooperative Program. Cooperative Programs will not operate from any written governing documents. We will make available for your review any records showing payments to and expenses of any Cooperative Program in which you participate.

We do not have a franchise owner advisory council that advises us on advertising policies.

Computer System and Point-of-Sale System

You must obtain and use in the Bakery a computer system containing the hardware and software we specify or that we recommend (the “Computer System”), the initial cost of which is approximately \$8,000 to \$12,000. The Computer System currently includes (i) back office computer hardware and software; (ii) inventory management software from MarketMan, our designated vendor; and (iii) loyalty and e-gift card software from Como, our designated vendor. (See Items 7 and 8 above)

Currently, you must also purchase and maintain a Point-of-Sale System consisting of the hardware and software we specify or that we recommend. Currently, you must purchase at least three POS terminals at an estimated cost of the Point-of-Sale System is \$16,000 to \$19,000, which includes a cashier-facing iPad POS terminal screen, customer-facing iPad customer display screen, barcode scanner, integrated digital scale for products sold by weight, thermal receipt printer, EMV chip card reader (Apple Pay/Google Pay, Samsung Pay) and cash drawer.

In addition to the cost for the initial purchase of the Computer System and Point-of-Sale System, you must also pay (i) WiCloud Wireless Restaurant Systems a monthly subscription fee of between \$743 and \$842 for unlimited software updates, data hosting and storage, enterprise-wide menu management, PCI compliance software updates, 24/7/365 toll-free help desk and email support, and on-site service response for software issues that are not able to otherwise be resolved remotely, (ii) us a Technology Fee of up to \$200 per month (currently \$200 per month), payable in weekly installments, in exchange for the system-wide development, maintenance and/or support of the Computer System, Point-of-Sale System and other technology, including our Website, an intranet site, social media pages, and a gift card platform, (iii) us a \$199 monthly fee which we will pay to our designated vendor, Como, for loyalty and e-Gift card software; and (iv) a monthly subscription fee of \$299 to MarketMan. (See Item 6).

Other than the Computer System, Point-of-Sale System, inventory management software, and loyalty and gift card software which you must purchase from our designated vendors, you may purchase all parts of the Computer System and Point-of-Sale System from any vendor so long as we have not designated a sole or approved vendor for a particular component and your Computer System and Point-of-Sale System for the Bakery meets our overall specifications. We may modify the specifications for and components of the Computer System and Point-of-Sale System. You will be responsible for the costs of updating and implementing any changes we make to the Computer System and Point-of-Sale System.

You will be solely responsible for ongoing maintenance and upgrading of the Computer System and Point-of-Sale System. Other than the \$743 to \$842 on-going monthly fee that you will pay our designated vendor of the Point-of-Sale System for storage and support services, the third parties whose Computer System and Point-of-Sale System -related products you purchase or lease have no contractual rights or obligations to provide ongoing maintenance, repairs, upgrades or updates unless you obtain a service contract or a warranty covers the product.

The types of data to be generated or stored in the Computer System and Point-of-Sale System include sales information, food costs analysis, labor information and other information that we may specify in the Operations Manual. We have independent, unlimited access to the information generated by the Computer System, and there are no contractual limitations on our right to do so. The Computer System and Point-of-Sale System must interface with our information technology

systems and be electronically linked to us or our designee to enable us (or our designee) to poll the Computer System and Point-of-Sale System at any time in the manner we or our designee establish, with or without notice, and to retrieve transaction information (which includes sales, sales mix, food usage, paper usage, inventory, and other operations data as we and/or our designee deem appropriate). If for any reason polling is not practicable or is prohibited by applicable law, we may require you to download such information into machine readable information compatible with the system operated by us, our affiliates, or our agents and to deliver the information to us by the method and at the temporal frequency as we may reasonably require. You must also have a functioning email address so that we can send you notices and otherwise communicate with you by this method.

We reserve the right to change the Computer System and Point-of-Sale System at any time. There are no contractual limitations on the frequency and cost of this obligation. We need not reimburse you for any of these costs. We may require you to use proprietary software, for which you may pay an annual license fee. We or our affiliates may condition any license of proprietary software to you, or your use of technology that we or our affiliates develop or maintain, on your signing a software license agreement or similar document that we or our affiliates prescribe to regulate your use of, and our and your respective rights and responsibilities concerning, the software or technology. We or our affiliates may charge you a monthly, annual, or other license fee for any proprietary software or technology that we or our affiliates license to you and for other maintenance and support services that we or our affiliates provide during the franchise term.

Opening

We estimate that it will be up to 360 days after the Effective Date before you open and begin operating a The French Workshop Bakery. The specific timetable for opening and operating the Bakery depends on various factors, including the location of the Premises; the delivery schedule for equipment and supplies; completing training; and complying with local laws and regulations. You must notify us in writing of the Bakery's opening date at least 30 days prior to the opening of the Bakery. You may not open or begin operating the Bakery until: (1) we notify you in writing that the Bakery and Premises meet our standards and specifications; (2) you (or your managing owner) and the Bakery Manager complete initial training to our satisfaction; (3) you pay the initial franchise fee and other amounts then due to us; and (4) you give us certificates or other evidence we require for all required insurance policies. In any case, you must use best efforts to open the Bakery as soon as possible after completing the construction of the Bakery but in no event later than 360 days after the Effective Date. (Franchise Agreement – Section 2.F)

Training

If this is your first The French Workshop Bakery, then before the Bakery opens for business, we will train you (or your managing owner), the Bakery Manager and one additional employee you select on operating a The French Workshop Bakery. We will provide at least 4 weeks of initial training, excluding the days of on-site opening support we describe later in this Item (although the specific number of days depends on our opinion of your experience and needs). We will use the Operations Manual and various instructional materials as we conduct the initial training program. If we determine that you (or your managing owner) and/or the Bakery Manager cannot complete initial training to our satisfaction, then we may terminate the Franchise Agreement. If you do not satisfactorily complete the required initial training during the normal time allotted, we may require you (or your managing owner) and/or your employees to attend additional training programs at our designated training facility in order to achieve the sufficient level of training we require. We may charge reasonable fees for such additional training, as well as for additional training programs we may require or offer during the franchise term. (See Item 6) You also must pay for all travel and

living expenses that you and your employees incur and for your employees' wages and workers' compensation insurance while they attend such additional training at our training facility or the location we designate. (Franchise Agreement – Section 4.A)

We will provide initial training to you (or your managing owner), the Bakery Manager and one additional employee you select in exchange for your payment of the Initial Training Fee (See Items 5 and 7). Additional people beyond 3 attendees may attend initial training, subject to our ability and capacity to accommodate these extra persons in any training session, if you pay our then current training charge for each additional person (currently, \$1,500 per person). (See Item 6) You must pay for all travel and living expenses that you and your personnel incur, and for your personnel's wages and workers' compensation insurance while they train at our training facility or the location we designate. (Franchise Agreement – Section 4.A)

We or our designee conduct our initial training program as frequently as we deem necessary at a designated training facility and/or at an operating The French Workshop Artisan Bakery (except for the on-site support period around the Bakery's opening that we will provide at the Premises). You (or your managing owner) and the Bakery Manager must complete the initial training (excluding the on-site support period) to our satisfaction no later than 30 days before the Bakery opens. If you (or your managing owner) and the Bakery Manager do not complete the initial training to our satisfaction within 30 days before the Bakery opens, we may require you (or your managing owner), the Bakery Manager and/or those other members of your personnel that we designate to attend additional on-the-job training for the period we designate, and you will be required to pay all related travel and living expenses and wages incurred in connection with attending this additional training. As of the date of this Disclosure Document, our required initial training program includes the following programming:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location*
Introduction and Brand Overview	2	0	Bayside, New York training center and/or online
Product Ordering and Inventory Management	8	0	Bayside, New York training center and/or online
Marketing, Advertising and Loyalty	2	0	Bayside, New York training center and/or online
Customer Service	8	4	Bayside, New York training center and/or online
Accounting	3	0	Bayside, New York training center and/or online
Management Introduction and Functions	8	4	Bayside, New York training center and/or online/designated training location

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location*
FOH Introduction and Functions: Barista, Cashier, Service	8	4	Bayside, New York training center and/or online/designated training location
BOH Introduction and Functions: Pastry Chef, Baker, Sandwich Chef, Sanitation Team	8	4	Bayside, New York training center and/or online/designated training location
Management Training	0	40	Designated training location
FOH Training	0	40	Designated training location
BOH Training	0	40	Designated training location
Totals	47	136	

*Classroom training takes place at our Bayside, New York training center and/or online. On-the-job training takes place at locations that we designate, which could include the Bakery.

Theodora Christophorou (disclosed in Item 2) and Joy Anne Andres supervise and coordinate our training programs. Theodora has 15 years of relevant experience in the food and beverage field and 9 years' experience with us and our affiliates. Joy has 10 years of relevant experience in the food and beverage field and 2 years' experience with us and our affiliates.

The instructional materials for our required training programs currently include, or may include in the future, computer-based training courses and software, videos, handouts, the Operations Manual, other manuals and tests or other evaluations we may require you or your attendees to complete.

In addition to the initial training we outline above, we will send at least 2 of our representatives to the Bakery to provide on-site support in connection with pre-opening and opening activities for a period beginning one week before the Bakery commences operations and ending two weeks after the Bakery commences operations. We reserve the right to provide more representatives, or more days of on-site support, at the Premises during this period as we deem necessary. We solely determine the timing, scheduling and staffing of on-site support we provide according to this paragraph, including the calendar dates, times of our support, and whether we provide these days consecutively or intermittently. You must successfully complete all activities of this on-site support period to our satisfaction. If you request, and we agree to provide, additional or special guidance, assistance, or training during this on-site support period, then you will pay our then applicable charges, including our personnel's per diem charges and travel and living expenses.

You (or your managing owner) and/or other previously trained and experienced employees must attend and complete to our satisfaction various training courses that we periodically provide either online or in-person at the times and locations we designate. We will not require in-person attendance at these training courses by you or your personnel for more than 5 total days during a calendar year. Besides attending these courses, we may require you to attend an annual national meeting of all The French Workshop Artisan Bakery franchise owners at a location we designate. We will provide these courses and meetings at our then applicable charges, including our personnel's

per diem charges, and you agree to pay all related travel and living expenses and wages incurred in connection with attending these courses and meetings.

If any audit discloses a failure by you to operate the Bakery in accordance with the System Standards, then we may require you to undertake additional training at the Bakery, and we will determine the duration of the training and the number of trainers in our sole discretion. If we require you to undertake this additional training, you will pay our then applicable charges, including our personnel's per diem charges and travel and living expenses.

Other personnel we designate may assist in our initial and other training programs, including other The French Workshop Artisan Bakery representatives, or other The French Workshop Artisan Bakery franchise owners or qualified managers or operators of The French Workshop Bakeries.

Item 12

TERRITORY

You will operate the Bakery within a specific Territory that we first must accept. We will describe the Territory in the Franchise Agreement before you sign it. If the Bakery is to be located at a traditional location, then we will determine the size and boundaries of the Territory in our sole judgment, based on factors that may include, among others, geographic area, population, population density, character of neighborhood, location, and the number of competing businesses in the surrounding area. Although not a minimum, a typical Territory for a traditional location is expected to be approximately a two to three mile radius around the The French Workshop Artisan Bakery for a The French Workshop Artisan Bakery located in a rural or suburban area, and approximately a five block radius around the The French Workshop Artisan Bakery for a The French Workshop Artisan Bakery located in an urban area. If the Bakery is to be located at a Non-Traditional Site, then the Territory will consist only of the Non-Traditional Site itself. "Non-Traditional Sites" include ghost/virtual kitchens and sites that generate customer traffic flow which is independent from the general customer traffic flow of the surrounding area, including, without limitation, military bases, shopping malls, airports, stadiums, arenas, major industrial or office complexes, hotels and resorts, schools, campuses, train stations, travel plazas, toll roads, casinos, hospitals, educational facilities, amusement parks, and sports or entertainment venues.

If we approve you to offer delivery and/or catering services in connection with the Bakery, you must make accommodations for delivery and/or catering services in compliance with our System Standards, including limiting the delivery and/or catering services to any delivery and/or catering area we specify to you in writing. We may withdraw our approval for you to engage in delivery or catering activities at any time in our sole discretion upon our providing you with reasonable notice of our withdrawal. (See Item 8) Any delivery and/or catering area we specify is not exclusive and we may engage, and/or allow other franchise owners and third parties to engage, in any activities we desire within the delivery and/or catering area without any restrictions (including allowing other The French Workshop Artisan Bakery franchise owners and delivery and/or catering service providers to provide delivery and/or catering services in the delivery and/or catering area). Any delivery and/or catering area we specify is nothing more than the geographic boundaries in which you may deliver and/or cater those Menu Items approved for delivery and/or catering from the Bakery, and no other rights are granted to you.

You have no options, rights of first refusal, or similar rights to acquire additional franchises within the Territory or in contiguous territories. You may operate the Bakery only from the Premises we accept within the Territory and may not relocate the Premises without our approval. If we

approve your relocation, you must locate a substitute site, and begin operating the Bakery from a substitute site, within 120 days after we provide our approval of the relocation.

We and our affiliates retain certain rights within and outside the Territory, as described below in this Item. Therefore, you will not receive an exclusive territory. You may face competition from other The French Workshop Artisan Bakery franchise owners, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Except as limited below, as long as you are in full compliance with the Franchise Agreement, then we and our affiliates will not operate or grant a franchise for the operation of a The French Workshop Artisan Bakery at a location in the Territory during the term of your Franchise Agreement. Otherwise, we and our affiliates retain all rights with respect to The French Workshop Bakeries, the Marks, the sale of identical, similar or dissimilar products and services, and any other activities we deem appropriate whenever and wherever we desire, including, but not limited to:

(1) the right to operate, and to grant others the right to operate The French Workshop Artisan Bakeries located anywhere outside the Territory under any terms and conditions we deem appropriate and regardless of proximity to the Bakery;

(2) the right to establish and operate, and to grant to others the right to establish and operate businesses offering similar or dissimilar products and services through similar or alternative channels of distribution, at locations inside or outside the Territory under trademarks or service marks other than the Marks and on any terms and conditions we deem appropriate;

(3) the right to provide, offer and sell and to grant others the right to provide, offer and sell goods and services that are identical or similar to and/or competitive with those products and services provided by The French Workshop Bakeries, whether identified by the Marks or other trademarks or service marks, through alternative distribution channels (including, without limitation, the Internet or similar electronic media, any other form of electronic commerce and supermarkets) both inside and outside the Territory and on any terms and conditions we deem appropriate;

(4) the non-exclusive right to provide delivery (including catering services) to offsite locations both inside and outside the Territory;

(5) the right to establish and operate, and to grant to others the right to establish and operate, businesses offering dissimilar products and services, both inside and outside the Territory under the Marks and on any terms and conditions we deem appropriate;

(6) the right to operate and grant others the right to operate The French Workshop Artisan Bakeries at “Non-Traditional Sites” within and outside the Territory on any terms and conditions we deem appropriate;

(7) the right to acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided at The French Workshop Bakeries, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchise owners or licensees of these businesses) are located or operating (including in the Territory); and

(8) the right to be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by a business providing products and services similar to those provided at The French Workshop Bakeries, or by another business, even if such business operates, franchises and/or licenses Competitive Businesses in the Territory.

We may exercise any of the retained rights without compensating you.

Although we have the right to do so (as described above), neither we nor an affiliate currently operates, franchises, or has present plans to operate or franchise a business under a different trademark that sells or will sell goods or services similar to those you will sell in the Bakery.

You may not use other channels of distribution to make sales at the Bakery, such as the Internet or any other form of electronic commerce, catalog sales, telemarketing, or other direct marketing to make sales inside or outside the Territory. You must use best efforts to advertise and solicit customers for the Bakery only within the Territory. You may not engage in any delivery or catering activities away from the Premises unless and until we notify you in writing that you may do so (although we have no obligation to allow such activities by a certain date or at all), and we may withdraw our approval for you to engage in delivery or catering activities at any time in our sole discretion upon our providing you with reasonable notice of our withdrawal. If we allow you to engage in any or all of these activities, you must comply with all System Standards for such activities.

Continuation of your franchise and your territorial exclusivity does not depend on your achieving a certain sales volume, market penetration, or other contingency.

Item 13

TRADEMARKS

You may use certain Marks in operating the Bakery. The current principal Mark is:

MARK	REGISTRATION NUMBER	REGISTRATION DATE
TFW THE FRENCH WORKSHOP ARTISAN BAKERY	5330242	November 7, 2017

Our affiliate, TFW IP LLC (“TFW IP”), has registered the Mark listed above on the Principal Register of the United States Patent and Trademark Office (“USPTO”). No affidavits or renewal filings are yet due in connection with this registration.

TFW IP licensed us the right to use the System and Marks and to sublicense them to our franchise owners in a trademark, copyright, and know-how license agreement dated as of March 20, 2024. The trademark, copyright, and know-how license agreement allows us to use, and sublicense to our franchise owners the right to use, the Marks, System, and other intellectual property anywhere in the world. The trademark, copyright, and know-how license agreement provides for an indefinite term, unless earlier terminated by TFW IP or us upon 120 days’ prior written notice to the other party. The French Workshop Artisan Bakery franchise owners must cease using the System and Marks upon termination of the trademark, copyright, and know-how license agreement. No other agreement limits our right to use or license (or sublicense, as applicable) the Marks.

You must follow our rules when you use the Marks, including giving proper notices of trademark and service mark registration and obtaining fictitious or assumed name registrations required by law. You may not use any Mark in your corporate or legal business name; with modifying words, terms, designs, or symbols (except for those we license (or sublicense, as applicable) to you); in selling any unauthorized services or products; or as part of any domain name, homepage, social media site page, group or post, electronic address, or otherwise in connection with a Website.

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, and no pending infringement, opposition, or cancellation proceedings or material litigation, involving the principal Marks. We do not actually know of either superior prior rights or infringing uses that could materially affect your use of the Marks in any state.

You must notify us immediately of any apparent infringement or challenge to your use of any Mark, or of any person's claim of any rights in any Mark, and you may not communicate with any person other than us, our attorneys, and your attorneys, regarding any infringement, challenge, or claim. We may take the action we deem appropriate (including no action) and control exclusively any litigation, USPTO proceeding, or other administrative proceeding arising from any infringement, challenge, or claim. You must assist us, as we direct, in protecting and maintaining our interests in any litigation or USPTO or other proceeding. At our option, we may defend and/or control the defense of any proceeding arising from your use of any Mark. We need not participate in your defense and/or indemnify you for damages or expenses in a proceeding involving the Marks; however, if you timely notify us and comply with our directions in response to a trademark infringement proceeding that disputes your authorized use of the Marks, then we will reimburse you for your damages and reasonable expenses you incur.

If it becomes advisable at any time for us and/or you to modify or discontinue using any Mark and/or to use one or more additional or substitute trade or service marks, you must comply with our directions within a reasonable time after receiving notice. We need not reimburse you for your direct expenses of changing the Bakery's signs, for any loss of revenue due to any modified or discontinued Mark, any loss of goodwill associated with any modified or discontinued Mark, or for your expenses of promoting a modified or substitute trademark or service mark.

Item 14

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

No patents or pending patent applications are material to the franchise. We claim copyrights in the Operations Manual (which contains our trade secrets), advertising and marketing materials, and similar items used in operating The French Workshop Bakeries. We have not registered these copyrights with the United States Registrar of Copyrights, but we need not do so at this time to protect them. You may use these items only as we specify while operating the Bakery (and must stop using them if we so direct you).

There currently are no effective adverse determinations of the USPTO, the United States Copyright Office, or any court regarding the copyrighted materials. No agreement limits our right to use or allow others to use the copyrighted materials. We do not actually know of any infringing uses of our copyrights that could materially affect your use of the copyrighted materials in any state.

We need not protect or defend copyrights, although we intend to do so if in the best interests of the System or all or some The French Workshop Bakeries, as we solely determine. We may control any action we choose to bring, even if you voluntarily bring the matter to our attention. We need not participate in your defense and/or indemnify you for damages or expenses in a proceeding involving a copyright.

Our Operations Manual and other materials contain our confidential information (some of which constitutes trade secrets under applicable law). This information includes, or may in the future include: training and operations materials; methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge, and experience used in constructing and operating The French Workshop Bakeries; marketing and advertising programs for The French Workshop Bakeries; any computer software or similar technology that is proprietary to us or the System; knowledge of specifications for and suppliers of Operating Assets, Proprietary Products, and other products and supplies; knowledge of the operating results and financial performance of The French Workshop Artisan Bakeries other than the Bakery; and graphic designs and related intellectual property.

All ideas, concepts, inventions, techniques, or materials concerning a The French Workshop Bakery, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the System, and works made-for-hire for us. To the extent any item does not qualify as a “work made-for-hire” for us, you assign ownership of that item, and all related rights to that item, to us and must take whatever action (including signing assignment or other documents) we request to show our ownership or to help us obtain intellectual property rights in the item.

You may not use our confidential information in an unauthorized manner. You must take reasonable steps to prevent its improper disclosure to others. You agree to have our then current form of “Nondisclosure and Non-Competition Agreement” executed by all of the following persons: (i) any supervisory or other employees of yours who have received or will receive training from us, prior to their employment; (ii) if you are an entity, all your officers, directors, shareholders, partners, members and owners, and those of any entity directly or indirectly controlling you, at the same time the Franchise Agreement is signed, or at such time as they assume such status; and (iii) you, your owners and your and your owners’ spouses. You agree to provide us copies of all executed Nondisclosure and Non-Competition Agreements and Nondisclosure Agreements no later than 10 days following their execution. We will be a third-party beneficiary of each Nondisclosure and Non-Competition Agreement with independent enforcement rights.

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

If you are a legal entity, you must appoint a shareholder, member, or partner (as applicable) who owns at least a 10% interest in you to be your “Managing Owner,” responsible for overseeing and supervising the Bakery’s operation. You must maintain a competent, conscientious, trained staff, including a fully-trained, full-time manager, which may be you (or your Managing Owner), who must act as the Bakery Manager of the Bakery with responsibility for direct supervision of the Bakery. The Bakery must at all times be under the full-time direct, on-premises management of a Bakery Manager we have approved and who has successfully completed our initial training program, and the supervision of you (or your Managing Owner). The Bakery Manager must sign our then current form of Nondisclosure and Non-Competition Agreement. You (or your Managing Owner)

and the Bakery Manager are responsible for conducting day-to-day business activities at the Bakery. You must at all times faithfully, honestly, and diligently perform your contractual obligations and use best efforts to promote and enhance the Bakery. System Standards may regulate the Bakery's staffing levels, identifying the Bakery's personnel, and employee qualifications, training, dress, and appearance.

If you are a corporation, partnership, limited liability company, or other entity, your owners must sign our "Guaranty and Assumption of Obligations" in their individual capacities, which means that all of the provisions of the Franchise Agreement (a form of which is attached as Exhibit C) also will apply to your owners. Depending on the creditworthiness of the owners and the community property laws of the states in which they reside, we may also require that the spouse of each owner sign our "Guaranty and Assumption of Obligations."

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell all goods and perform all services that we periodically require for The French Workshop Bakeries. You may not offer or sell any products or perform any services that we have not authorized. (See Item 8) Our System Standards may regulate: (i) required and/or authorized Menu Items, equipment, vehicles, materials, supplies, Proprietary Products and other products and services; and (ii) unauthorized and prohibited services, products, equipment, vehicles, materials, and supplies. We periodically may change required and/or authorized services and Proprietary Products or other products. There are no limits on our right to do so. (See Item 8)

You may conduct business only with customers at the Bakery and any catering or delivery operations you conduct in the Territory, if we notify you in writing that you may do so, must be in compliance with System Standards. Subject to applicable law, the Bakery must only accept payments from customers in the form of credit and debit cards, mobile payments and any other methods of payment we may specifically authorize in writing. We do not restrict the customers whom you may serve at the Bakery. You must use best efforts to advertise and solicit clients for the Bakery only within the Territory. You may not operate the Bakery, or provide the Menu Items or offer the Proprietary Products or other products for sale from any physical location other than at the Premises, except that you may cater or deliver Menu Items to customers within the Territory in accordance with the System Standards if we notify you in writing that you may do so. We may withdraw our approval for you to engage in delivery or catering activities at any time in our sole discretion upon our providing you with reasonable notice of our withdrawal.

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Item 17

RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
a. Length of the franchise term	Section 1.E of Franchise Agreement	10 years from the Effective Date of the Franchise Agreement.
b. Renewal or extension of the term	Section 1.E and Section 13 of Franchise Agreement	If you are in full compliance, you may acquire 2 successor franchise terms of 5 years each, or as long as you have the right to maintain possession of the Premises, whichever is less. The successor franchises will be on our then current form of Franchise Agreement (which may contain materially different terms and conditions than your original franchise agreement)
c. Requirements for franchisee to renew or extend	Section 13 of Franchise Agreement	To “renew,” you must be in full compliance with the Franchise Agreement; give us timely notice; pay us the renewal fee; maintain possession of the Premises or find acceptable substitute premises; remodel the Bakery according to our then current standards (regardless of cost); and sign our then current Franchise Agreement, a release (if law allows), and other documents we use to grant franchises The terms of our then current Franchise Agreement that you sign for renewal of the franchise may differ materially from any and all of those contained in the Franchise

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		Agreement attached to this Disclosure Document, including reduced Territory and increased fees
d. Termination by franchisee	Section 14.A of Franchise Agreement	If we breach the Franchise Agreement and an arbitrator determines that we did not cure default after notice from you
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	Section 14.B of Franchise Agreement	We may terminate your franchise only if you or your owners commit one of several violations
g. “Cause” defined-curable defaults	Section 14.B of Franchise Agreement	You have 72 hours to cure any health, safety or sanitation law, ordinance, or regulation regulating the operation of the Bakery; 10 days to cure monetary defaults and failure to maintain required insurance; 30 days to cure operational defaults and other defaults not listed in (h) below; and 120 days to relocate the Premises to a new site we accept if we approve your request for relocation

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
h. "Cause" defined- non-curable defaults	Sections 14.B and 14.C of Franchise Agreement	Non-curable defaults include: misrepresentation in acquiring the franchise; failure to submit and receive our acceptance of a site within the Designated Area within 120 days after the Effective Date of the Franchise Agreement; failure to submit a proposed lease for our acceptance within 30 days after we accept the site for the Premises; failure to deliver a signed lease addendum within 7 days after its execution; failure to construct the Bakery within 180 days after we accept the finalized Lease and Lease Addendum for the Premises; failure to use best efforts to open the Bakery for business as soon as possible after completing the construction of the Bakery but in no event later than 360 days after the Effective Date; failure to complete training; abandonment; unapproved transfers; conviction of a felony, crime involving moral turpitude, or other crime; dishonest or unethical conduct; making any statement that negatively affects the Bakery's reputation or the goodwill associated with the Marks; making an unauthorized representation or warranty on our behalf; unauthorized use or disclosure of the Operations Manual or other confidential information; refusing to permit us to inspect the Bakery or your books, records, or accounts; failure to pay us or our affiliates; failure to pay vendors or suppliers; failure to pay taxes; understating Gross Sales; repeated defaults (even if cured); continued failure to comply with the Franchise Agreement; an assignment for the benefit of creditors; appointment of a trustee or receiver; violation of

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		any anti-terrorism law; knowingly maintaining false books or records or submitting false reports; termination of any other agreement between you (or your owners or affiliates) and us (or our owners and affiliates) due to failure to comply with the agreement; failure to maintain sufficient funds in the EDTA to cover any amount owed (or if a check is returned for insufficient funds) for at least 3 separate charges in any 12 month period.
i. Franchisee's obligations on termination/nonrenewal	Section 15 of Franchise Agreement	Obligations include paying outstanding amounts; paying Brand Damages (if applicable); complete de-identification; assigning telephone and other numbers; and returning confidential information (also see (o) and (r) below)
j. Assignment of contract by franchisor	Section 12.A of Franchise Agreement	No restriction on our right to assign; we may assign without your approval
k. "Transfer" by franchisee – defined	Section 12.B of Franchise Agreement	Includes transfer of Franchise Agreement, the Bakery (or its profits, losses or capital appreciation), sale of Operating Assets, and ownership change in you or your owners
l. Franchisor approval of transfer by franchisee	Section 12.B of Franchise Agreement	No transfer without our prior written consent.
m. Conditions for franchisor approval of transfer	Section 12.C of Franchise Agreement	New franchise owner submits to any background and credit checks we require and qualifies (based on business experience, aptitude and financial resources); you pay us, our affiliates, and third party vendors all amounts due and submit all required reports; no default during 60-day

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		period before transfer request or during period between request and transfer's proposed effective date; new franchise owner (and its owners and affiliates) are not in a Competitive Business; training completed; your landlord allows the transfer or sublease of your lease; you or transferee signs our then current Franchise Agreement and other documents; transfer fee paid; you sign release (if law allows); we approve material terms; you subordinate amounts due to you; you de-identify; and you correct existing Restaurant deficiencies of which we notify you on punchlist (also see (r) below)
n. Franchisor's right of first refusal to acquire franchisee's business	Section 12.G of Franchise Agreement	We may match any offer for the Bakery or an ownership interest in you
o. Franchisor's option to purchase franchisee's business	Section 15.E of Franchise Agreement	We have the option to purchase the Bakery upon termination or expiration of the franchise term
p. Death or disability of franchisee	Section 12.E of Franchise Agreement	Your or your managing owner's representative must assign the franchise or an ownership interest in you to an approved party within 6 months; substitute management must be appointed within 60 days; we may assume management of the Bakery and collect our costs and expenses if the Bakery is not being managed properly
q. Non-competition covenants during the term of the franchise	Section 7 of Franchise Agreement	No diverting business; no ownership interest in, performing services for, or lending money to, Competitive Business anywhere ("Competitive Business" means any business that (i) owns, operates, licenses or franchises a bakery/café style restaurant that features baked

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		goods such as breads, croissants, baguettes, pastries and/or cakes (other than a The French Workshop Artisan Bakery operated under a franchise agreement with us) including but not limited to Paris Baguette, Tous Les Jour, Panera Bread, Einstein Bros Bagels, Pret a Manger, Le Pain Quotidien, Paul French Bakery and Cafe, Au Bon Pain, La Madeleine, Country French Café, Corner Bakery Cafe, Tatte Bakery & Café and those other specific businesses we may identify from time to time, or (ii) produces and/or manufactures baked goods such as breads, croissants, baguettes, pastries and/or cakes); no engagement in activities that may injure goodwill of the Marks.
r. Non-competition covenants after the franchise is terminated or expires	Section 15.D of Franchise Agreement	No direct or indirect ownership interest in, or performing services for, competing business for 2 years at the Premises where the Bakery is located; within the Territory; within a 15 mile radius of the Territory; or within 15 miles of any other The French Workshop Artisan Bakery in operation or under construction as of date Franchise Agreement expires or is terminated
s. Modification of the agreement	Section 17.J of Franchise Agreement	No modifications except by written agreement signed by both us and you, but we may change Operations Manual and System Standards
t. Integration/merger clause	Section 17.N of Franchise Agreement	Only the terms of the Franchise Agreement are binding (subject to state law). However, nothing in the Franchise Agreement or any related agreement is intended to disclaim our representations made in this Disclosure Document

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
u. Dispute resolution by arbitration or mediation	Sections 17.E and 17.F of Franchise Agreement	Subject to the requirement to mediate certain disputes, we and you must arbitrate all disputes in the city where our then current principal business address is located (currently, New York, New York)
v. Choice of forum	Section 17.H of Franchise Agreement	Subject to mediation and arbitration requirements, litigation generally must be in the state or federal court of competent jurisdiction located closest to our then current principal business address (currently, New York, New York) (subject to state law)
w. Choice of law	Section 17.G of Franchise Agreement	Except for Federal Arbitration Act and other federal law, New York law governs (subject to state law)

Item 18

PUBLIC FIGURES

We currently do not use any public figures to promote franchises for The French Workshop Bakeries.

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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.

The table below provides the historical average Gross Sales, cost of goods sold, and cost of labor for the 3 company-owned Bakeries that were open and operating for the entire 12-month periods ending December 31, 2023 and December 31, 2022 (the “Company-Owned Bakeries”). The Company-Owned Bakeries all operate in New York and opened in December 2015, March 2018, and June 2021, respectively. There are no financial or operational differences between Company-Owned Bakeries and Bakery you will operate, except that the Company-Owned Bakeries do not pay Royalties and do not currently contribute to the Fund (but will do so once the first franchised Bakery opens).

AVERAGE GROSS SALES⁽¹⁾					
Period	Average	# and % attained or surpassed	Median	Highest	Lowest
1/1/2023 to 12/31/2023	\$5,037,757	2 or 67%	\$5,132,922	\$5,660,961	\$4,319,389
1/1/2022 to 12/31/2022	\$4,939,142	2 or 67%	\$5,166,522	\$5,384,547	\$4,266,357
AVERAGE COST OF GOODS SOLD⁽²⁾					
Period	Average	# and % that attained or had lower costs of goods sold	Median	Highest	Lowest
1/1/2023 to 12/31/2023	37%	2 or 67%	36%	38%	36%
1/1/2022 to 12/31/2022	36%	2 or 67%	35%	37%	35%

AVERAGE COST OF LABOR ⁽³⁾					
Period	Average	# and % that attained or had lower costs of labor	Median	Highest	Lowest
1/1/2023 to 12/31/2023	24%	2 or 67%	23%	27%	22%
1/1/2022 to 12/31/2022	21%	1 or 33%	22%	22%	20%

NOTE TO TABLE

- (1) “Gross Sales” means all revenue from operating a French Workshop Bakery (including revenues and income received from pickup, any approved delivery and/or catering services, and the proceeds of any business interruption insurance policies), but (1) excluding all federal, state or municipal sales, use, or service taxes collected from customers and paid to the appropriate taxing authority, (2) excluding any customer tips to employees, and (3) reduced by the amount of any documented refunds, credits, allowances, and charge-backs the French Workshop Bakery in good faith gives to customers.
- (2) “Cost of Goods Sold” means: the cost of all Menu Items including all food and beverage items, ingredients, and condiments, comps and promotional giveaways, comps for staff, and waste but excludes the cost of paper products.
- (3) “Cost of Labor” means: the cost of labor, including hourly wages for hourly employees, salaries and bonuses for the Baker Manager and other managers, payroll taxes, health insurance, vacation for managers, and sick pay for managers and full-time employees, but does not include workers compensation and/or disability insurance.

General Notes

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

Written substantiation of the data used in preparing these sales figures will be made available to you upon written request.

Other than the preceding financial performance representation, we do not make any representations about a franchise owner’s future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting: Nicos Pantelatos at 3839 Bell Blvd., Suite 233,

Bayside, New York 11361, and 914-810-7470; the Federal Trade Commission; and the appropriate state regulatory agencies.

Item 20

OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary
For years 2021 to 2023

Column 1	Column 2	Column 3	Column 4	Column 5
Outlet Type	Year	Outlets at the Start of Year	Outlets at the End of Year	Net Change
Franchised	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Company Owned*	2021	3	3	0
	2022	3	3	0
	2023	3	4	+1
Total Outlets	2021	3	3	0
	2022	3	3	0
	2023	3	4	+1

* Our affiliate, TFW Management, owns and operates the The French Workshop Artisan Bakeries we refer to as “Company-Owned”.

Table 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2021 to 2023

Column 1	Column 2	Column 3
State	Year	Number of Transfers
All States	2021	0
	2022	0
	2023	0
Totals	2021	0
	2022	0
	2023	0

Table 3
Status of Franchised Outlets
For years 2021 to 2023

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminat ions	Col. 6 Non- Renewals	Col. 7 Reacquired By Franchisor	Col. 8 Ceased Operations - Other Reasons	Col. 9 Outlets at End of the Year
All States	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
TOTALS	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0

Table 4
Status of Company-Owned Outlets*
For years 2021 to 2023

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired From Franchisee	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisee	Col. 8 Outlets at End of the Year
New York	2021	3	0	0	0	0	3
	2022	3	0	0	0	0	3
	2023	3	1	0	0	0	4
Totals	2021	3	0	0	0	0	3
	2022	3	0	0	0	0	3
	2023	3	1	0	0	0	4

* Our affiliate, TFW Management, owns and operates the The French Workshop Artisan Bakeries we refer to as “Company-Owned”.

Table 5
Projected Openings as of December 31, 2023

Column 1 State	Column 2 Franchise Agreements Signed but Outlets Not Opened	Column 3 Projected New Franchised Outlets In The New Fiscal Year	Column 4 Projected New Company-Owned Outlets In The New Fiscal Year
New York	0	0	1
Totals	0	0	1

As of the date of this Disclosure Document, and as currently reflected in Exhibit H attached, we do not have any franchise owners operating The French Workshop Artisan Bakeries or former franchise owners that have departed our franchise network during our prior fiscal year. Therefore, no franchise owners had an outlet terminated, canceled, transferred, or not renewed, or otherwise voluntarily or involuntarily ceased to do business under our franchise agreement, during our last fiscal year or who have not communicated with us within 10 weeks of this Disclosure Document's issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last 3 fiscal years, no current or former franchise owners have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchise owner in our franchise system.

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

Item 21

FINANCIAL STATEMENTS

Exhibit E contains our audited opening balance sheet as of March 19, 2024. We have not been in business for three years or more and cannot include all the financial statements required by the FTC Rule for our last three fiscal years. Our fiscal year end is December 31.

Item 22

CONTRACTS

The following agreements are exhibits:

- (a) Exhibit C Franchise Agreement
- (b) Exhibit D State Addenda to Franchise Agreement
- (c) Exhibit G Sample Form of General Release
- (d) Exhibit I Franchise Owner Disclosure Questionnaire

Item 23

RECEIPTS

Our and your copies of the receipt to this Disclosure Document are located at the last 2 pages of this Disclosure Document.

EXHIBIT A

LIST OF STATE ADMINISTRATORS

LIST OF STATE ADMINISTRATORS

<u>CALIFORNIA</u> Office of the Commissioner California Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500	<u>HAWAII</u> Commissioner of Securities Department of Commerce and Consumer Affairs 335 Merchant Street, Room 205 Honolulu, Hawaii 96813 (808) 586-2722
<u>ILLINOIS</u> Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	<u>INDIANA</u> Indiana Secretary of State Securities Division, Room E 111 302 West Washington Street Indianapolis, Indiana 46204 (317) 232-6681
<u>MARYLAND</u> Office of Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202 (410) 576-6360	<u>MICHIGAN</u> Franchise Administrator Consumer Protection Division Michigan Department of Attorney General 670 Law Building Lansing, Michigan 48913 (517) 335-7632
<u>MINNESOTA</u> Commissioner Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651)539-1600	<u>NEW YORK</u> New York State Department of Law 28 Liberty Street, 15 th Floor New York, New York 10005 (212) 416-8222

<u>NORTH DAKOTA</u> Securities Department 600 East Boulevard, 14th Floor Bismarck, North Dakota 58505 (701) 328-4712	<u>OREGON</u> Department of Consumer and Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4140
<u>RHODE ISLAND</u> Superintendent of Securities Division of Securities John O. Pastore Complex – Bldg.69-1 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527	<u>SOUTH DAKOTA</u> Division of Insurance Securities Regulation 124 S. Euclid Avenue, Second Floor Pierre, South Dakota 57501 (605) 773-3563
<u>VIRGINIA</u> State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main Street, Ninth Floor Richmond, Virginia 23219 (804) 371-9051	<u>WASHINGTON</u> Department of Financial Institutions P.O. Box 9033 Olympia, Washington 98507-9033 (360) 902-8715
<u>WISCONSIN</u> Department of Financial Institutions Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-0448	

EXHIBIT B

LIST OF AGENTS FOR SERVICE OF PROCESS

LIST OF AGENTS FOR SERVICE OF PROCESS

CALIFORNIA Commissioner of the Department of Financial Protection and Innovation: <i>Los Angeles</i> Suite 750 320 West 4th Street Los Angeles, California 90013-2344 <i>Sacramento</i> 2101 Arena Boulevard Sacramento, California 95834 <i>San Diego</i> 1455 Frazee Road, Suite 315 San Diego, California 92108 <i>San Francisco</i> One Sansome Street, Suite 600 San Francisco, California 94105-2980	INDIANA Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204
HAWAII Commissioner of Securities Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 205 Honolulu, Hawaii 96813	MARYLAND Maryland Securities Commissioner at the Office of Attorney General- Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021
ILLINOIS Attorney General of the State of Illinois 500 South Second Street Springfield, Illinois 62706	MICHIGAN Department of Attorney General Consumer Protection Division Franchise Section G. Mennen Williams Building, 1st Floor 525 West Ottawa Street Lansing, Michigan 48913

MINNESOTA Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198	SOUTH DAKOTA Division of Insurance Securities Regulation 124 S. Euclid Ave., 2 nd Floor Pierre, SD 57501
NEW YORK Attention: New York Secretary of State New York Department of State One Commerce Plaza 99 Washington Ave., 6th Floor Albany, New York 12231 (518) 473-2492	VIRGINIA Clerk, Virginia State Corporation Commission 1300 East Main Street Richmond, Virginia 23219
NORTH DAKOTA Securities Commissioner, State of North Dakota 600 East Boulevard Avenue, 14 th Floor Bismarck, North Dakota 58505-0510	WASHINGTON Director, Department of Financial Institutions 150 Israel Road Southwest Tumwater, Washington 98501
OREGON Oregon Division of Finance and Corporate Securities 350 Winter Street NE, Room 410 Salem, Oregon 97301-3881	WISCONSIN Administrator, Division of Securities Department of Financial Institutions 345 West Washington Avenue, 4 th Floor Madison, Wisconsin 53703
RHODE ISLAND Director of Department of Business Regulation 1511 Pontiac Avenue John O. Pastore Complex – Building 69-1 Cranston, Rhode Island 02920	

EXHIBIT C
FRANCHISE AGREEMENT

TFW FRANCHISE LLC
FRANCHISE AGREEMENT

FRANCHISE OWNER

DATE OF AGREEMENT

BAKERY ADDRESS

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EXHIBITS

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EXHIBIT C	FRANCHISE ADDENDUM TO LEASE AGREEMENT
EXHIBIT D	NONDISCLOSURE AND NON-COMPETITION AGREEMENT
EXHIBIT E	ELECTRONIC TRANSFER AUTHORIZATION FORM
EXHIBIT F	GUARANTY AND ASSUMPTION OF OBLIGATIONS

TFW FRANCHISE LLC
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the “Agreement”) is made and entered into by and between TFW Franchise LLC, a limited liability company formed under the laws of Delaware located at 3839 Bell Blvd., Suite 233, Bayside, New York 11361 (“we,” “us,” or “our”), and _____, whose principal business address is _____ (“you” or “your”) as of the date signed by us and set forth opposite our signature on this Agreement (the “Effective Date”).

1. PREAMBLES, ACKNOWLEDGMENTS, AND GRANT OF FRANCHISE.

A. PREAMBLES.

(1) We and our affiliates have, over a considerable time period and with considerable effort, developed (and continue to develop and modify) a system and franchise opportunity for the operation of retail businesses offering cakes, cookies, croissants, muffins, breads, other pastries and bakery items, sandwiches, coffee, tea, and other food and beverage products and services (collectively, “Menu Items”). Menu Items are prepared according to our specified recipes and procedures and use high quality ingredients, including all food and beverage items, ingredients, condiments and other products, services and equipment (collectively, the “Proprietary Products”) which now comprise, or in the future may comprise, part of the System (defined below) or our trade secrets which are developed by and are proprietary to us or our affiliates. These retail businesses operate under the “The French Workshop” name and other Marks (as defined below) (collectively, “The French Workshop Artisan Bakeries”) and have distinctive business formats, methods, procedures, signage designs, layouts, standards, and specifications, and the Marks, all of which we may improve, further develop, or otherwise modify at any time and from time to time (collectively, the “System”).

(2) We and our affiliates use, promote, and license certain trademarks, service marks, and other commercial symbols in operating The French Workshop Bakeries, which have gained and will continue to gain public acceptance and goodwill, and may create, use, and license other trademarks, service marks, and commercial symbols for The French Workshop Artisan Bakeries (collectively, the “Marks”).

(3) We grant to persons who meet our qualifications, and are willing to undertake the investment and effort, a franchise to own and operate a The French Workshop Artisan Bakery using the System and offering the Menu Items and related products and services we authorize.

(4) As a franchise owner of a The French Workshop Artisan Bakery, you will comply with this Agreement and all System Standards (defined in Subsection 4.D) in order to maintain the high and consistent quality that is critical to attracting and maintaining customers for The French Workshop Bakeries.

B. ACKNOWLEDGMENTS.

You acknowledge:

(1) That you have independently investigated the franchise opportunity for The French Workshop Artisan Bakeries and recognize that, like any other business, the nature of the business a The French Workshop Artisan Bakery conducts may, and probably will, evolve and change over time.

(2) That an investment in a The French Workshop Artisan Bakery involves business risks that could result in the loss of a significant portion or all of your investment.

(3) That your business abilities and efforts are vital to your success.

(4) That attracting customers for the Bakery (as defined in Subsection D below) will require you to make consistent marketing efforts in your community through various methods, including media advertising, social media advertising, search engine marketing, search engine optimization, direct mail advertising, and display and use of on-premises promotional materials.

(5) That retaining customers for the Bakery will require you to have a high level of customer service and adhere strictly to the System and our System Standards and that you are committed to maintaining System Standards.

(6) That you have not received from us, and are not relying upon, any representations or guarantees, express or implied, as to the potential volume, sales, income, or profits of a The French Workshop Artisan Bakery.

(7) That in all of their dealings with you, our officers, directors, employees, and agents act only in a representative, and not in an individual, capacity and that business dealings between you and them as a result of this Agreement are deemed to be only between you and us.

(8) That you have represented to us, to induce our entry into this Agreement, that all statements you have made and all materials you have given us are accurate and complete and that you have made no misrepresentations or material omissions in obtaining the franchise.

(9) That you and your guarantors have received as one document at one time a copy of the form of this Agreement, the exhibits hereto, and the applicable complete Franchise Disclosure Document not less than fourteen (14) days prior to the earlier of: (i) the date on which this Agreement or any other agreement relating thereto was executed, and (ii) the payment of any consideration by or on behalf of you relating to this Agreement, and the franchise associated therewith (except, where applicable, any deposit permitted under applicable law).

(10) That you have read this Agreement and our Franchise Disclosure Document and understand and accept that this Agreement's terms and covenants are reasonably necessary for us to maintain our high standards of quality and service, as well as the uniformity of those standards with respect to every The French Workshop Artisan Bakery, and to protect and preserve the goodwill of the Marks.

(11) That we have the right to restrict your sources of Proprietary Products and other goods and services, as provided in various sections of this Agreement, including Section 8 below.

(12) That we have not made any representation, warranty, or other claim regarding the franchise opportunity for The French Workshop, other than those made in this Agreement and our Franchise Disclosure Document, and that you have independently evaluated this opportunity, including by using your business professionals and advisors, and have relied solely upon those evaluations in deciding to enter into this Agreement.

(13) That you have been afforded an opportunity to ask any questions you have and to review any materials of interest to you concerning the franchise opportunity for The French Workshop.

(14) That you have been afforded an opportunity, and have been encouraged by us, to have this Agreement and all other agreements and materials we have given or made available to you reviewed by an attorney and have either done so or waived your right to do so.

C. **CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP.**

If you are at any time a corporation, limited liability company, general or limited partnership, or other form of business entity (each, an "Entity"), then you agree and represent that:

(1) You will have the authority to execute, deliver, and perform your obligations under this Agreement and all related agreements and are duly organized or formed and validly existing in good standing under the laws of the state of your incorporation or formation;

(2) Your organizational documents, operating agreement, or partnership agreement, as applicable, will recite that this Agreement restricts the issuance and transfer of any ownership interests in you, and all certificates and other documents representing ownership interests in you will bear a legend referring to this Agreement's restrictions;

(3) **Exhibit A** to this Agreement completely and accurately describes all of your owners and their interests in you as of the Effective Date;

(4) Each of your owners during the Term (as defined in Subsection E below) and any Renewal Term (as defined in Subsection E below) will execute a guaranty in the form attached to this Agreement as **Exhibit F** in their individual capacities undertaking

personally to be bound, jointly and severally, by all provisions of this Agreement and any ancillary agreements between you and us. Depending on the creditworthiness of the owners and the community property laws of the states in which they reside, we may require that the spouse of each owner sign a guaranty (regardless of whether you are an Entity). Subject to our rights and your obligations under Section 12, you and your owners agree to promptly sign and deliver to us revisions to **Exhibit A** to reflect any permitted changes in the information that **Exhibit A** now contains;

(5) You will appoint a shareholder, member, or partner, as applicable, to be your “Managing Owner,” who must own at least a ten percent (10%) interest in you and who will be responsible for overseeing and supervising the operation of the Bakery. The Managing Owner as of the Effective Date is identified in **Exhibit A**. You may not change the Managing Owner without our prior written consent; and

(6) The Bakery operated hereunder and other The French Workshop Bakeries, if applicable, will be the only businesses you, as the franchisee entity, operate (although your owners may have other, non-competitive business interests).

D. GRANT OF FRANCHISE.

You have applied for a franchise to own and operate a The French Workshop Artisan Bakery at a location we accept, which will be identified on **Exhibit B** (the “Premises”). Subject to this Agreement’s terms, we grant you a franchise (the “Franchise”) to operate a The French Workshop Artisan Bakery (the “Bakery”) at the Premises, and to use the System in its operation, for the Term. You may use the Premises only for the Bakery. You agree at all times faithfully, honestly, and diligently to perform your obligations under this Agreement and to use your best efforts to promote the Bakery. You may not engage in any delivery or catering activities away from the Premises unless and until we notify you in writing that you may do so (although we have no obligation to allow such activities by a certain date or at all), and we may withdraw our approval for you to engage in delivery or catering activities at any time in our sole discretion upon our providing you with reasonable notice of such withdrawal. If we allow you to engage in any or all of these activities, you must comply with all System Standards for such activities.

E. TERM AND RENEWAL.

(1) **Term.** The term of this Agreement (the “Term”) will begin on the Effective Date and will expire on the tenth (10th) anniversary of the Effective Date, unless this Agreement is sooner terminated as provided herein.

(2) **Renewal Term.** You will have the right, but not the obligation, to enter into Successor Franchise Agreements (as defined in Subsection 13.A below) for up to two (2) additional consecutive franchise terms following the Term (each, a “Renewal Term”). The duration of each Renewal Term will be five (5) years or as long as you have the right to maintain possession of the Premises, whichever is less, provided that you have complied with the conditions and procedures for renewal in Section 13 of this Agreement in connection with the first Renewal Term, and that you comply in the future with the

conditions and procedures for renewal in the Successor Franchise Agreement (as applicable) with respect to the possible second Renewal Term.

F. YOUR TERRITORIAL RIGHTS.

Before this Agreement is executed, we will describe in **Exhibit B** a particular geographic area surrounding the Premises (the “Territory”). If this Agreement is for a The French Workshop Artisan Bakery to be located at a traditional location, then the exact size and boundaries of the Territory shall be determined in our sole judgment, based on factors that may include, among others, geographic area, population, population density, character of neighborhood, location, and the number of competing businesses in the surrounding area. If this Agreement is for a The French Workshop Artisan Bakery to be located at a Non-Traditional Site, then the Territory shall consist only of the Non-Traditional Site itself. “Non-Traditional Sites” include ghost/virtual kitchens and sites that generate customer traffic flow which is independent from the general customer traffic flow of the surrounding area, including, without limitation, military bases, shopping malls, airports, stadiums, arenas, major industrial or office complexes, hotels and resorts, schools, campuses, train stations, travel plazas, toll roads, casinos, hospitals, educational facilities, amusement parks, and sports or entertainment venues. Provided that you are in full compliance with this Agreement, and except as provided in Subsection G below, we and our affiliates will not operate or grant a franchise for the operation of another The French Workshop Artisan Bakery at a location within the Territory during the Term.

G. RIGHTS WE RESERVE.

Except as expressly limited by Subsection 1.F above, we and our affiliates retain all rights with respect to The French Workshop Bakeries, the Marks, the sale of identical, similar or dissimilar products and services, and any other activities we deem appropriate whenever and wherever we desire. Specifically, but without limitation, we reserve the following rights:

(1) the right to operate, and to grant others the right to operate The French Workshop Artisan Bakeries located anywhere outside the Territory under any terms and conditions we deem appropriate and regardless of proximity to the Bakery;

(2) the right to establish and operate, and to grant to others the right to establish and operate businesses offering similar or dissimilar products and services through similar or alternative channels of distribution, at any locations inside or outside the Territory under trademarks or service marks other than the Marks and on any terms and conditions we deem appropriate;

(3) the right to provide, offer and sell and to grant others the right to provide, offer and sell products and services that are identical or similar to and/or competitive with those products and services provided at The French Workshop Bakeries, whether identified by the Marks or other trademarks or service marks, through alternative distribution channels (including, without limitation, the internet or similar electronic media, any other form of electronic commerce and supermarkets) both inside and outside the Territory and on any terms and conditions we deem appropriate;

(4) the non-exclusive right to provide delivery (including, for the avoidance of doubt, catering services) to offsite locations both inside and outside the Territory;

(5) the right to establish and operate, and to grant to others the right to establish and operate, businesses offering dissimilar products and services, both inside and outside the Territory under the Marks and on any terms and conditions we deem appropriate;

(6) the right to operate, and to grant others the right to operate The French Workshop Artisan Bakeries at Non-Traditional Sites within and outside the Territory on any terms and conditions we deem appropriate;

(7) the right to acquire the assets or ownership interests of one or more businesses providing products and services the same as or similar to those provided at The French Workshop Bakeries, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchise owners or licensees of these businesses) are located or operating (including in the Territory); and

(8) the right to be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by a business providing products and services the same as or similar to those provided at The French Workshop Bakeries, or by another business, even if such business operates, franchises and/or licenses competitive businesses in the Territory.

H. **MODIFICATION OF SYSTEM.**

Because complete and detailed uniformity under many varying conditions might not be possible or practical, you acknowledge that we specifically reserve the right and privilege, as we deem best, to vary System Standards (defined below) for any franchise owner based upon the peculiarities of any condition that we consider important to that franchise owner's successful operation. You have no right to require us to grant you a similar variation or accommodation.

2. **SITE SELECTION, LEASE OF PREMISES, AND CONSTRUCTION AND OPENING OF BAKERY.**

A. **SITE SELECTION.**

If we have accepted a location for the Bakery before the execution of this Agreement, the Premises will be set forth on **Exhibit B**. If we and you have not agreed upon a location for the Bakery before signing this Agreement, then you are responsible for selecting the site for the Bakery within the geographic area described in **Exhibit B** (the "Designated Area"). The Designated Area is delineated for the sole purpose of site selection and does not confer any territorial exclusivity or protection. We may require you to use an approved or designated national tenant network and you shall be required to obtain our prior written approval before using any real estate broker. You agree to submit any documents we request and obtain our written acceptance of the Bakery's proposed site within the Designated Area before signing any lease, sublease, or other document

for the site. We will use reasonable efforts to help analyze your market area, to help determine site feasibility, and to assist in designating the location, although we will not conduct site selection activities for you. We will not unreasonably withhold our acceptance of a site that meets our criteria for demographic characteristics; traffic patterns; parking; character of neighborhood; competition from, proximity to, and nature of other businesses; other commercial characteristics; and the proposed site's size, appearance, and other physical characteristics.

You agree to send us a description of the proposed site within the Designated Area, including a summary of the items listed above, along with a letter of intent (which we must approve before you provide it to the proposed site's landlord) or other evidence confirming your favorable prospects for obtaining the proposed site. We will use reasonable efforts to accept or not accept the proposed site within the Designated Area within fifteen (15) days after receiving your written proposal. Notwithstanding our time to review and accept or not accept any site you propose, you must have submitted and received our acceptance of a site within the Designated Area no later than one hundred twenty (120) days after the Effective Date, or we may terminate this Agreement (at our option) pursuant to Section 14 below. Upon our acceptance of a site within the Designated Area, and after you secure the site, we will insert its address into **Exhibit B**, and it will be the Premises. You may operate the Bakery only at the Premises.

You acknowledge and agree that, if we suggest, accept, or give you information regarding a site for the Premises, our action is not a representation or warranty of any kind, express or implied, of the site's suitability for a The French Workshop Artisan Bakery or any other purpose. Our action indicates only that we believe that the site meets our then acceptable criteria. Applying criteria that has appeared effective with other sites and premises might not accurately reflect the potential for all sites and premises, and demographic and/or other factors included in or excluded from our criteria could change, altering the potential of a site and premises. The uncertainty and instability of these criteria are beyond our control, and we are not responsible if a site and premises we suggest or accept for the location of a The French Workshop Artisan Bakery fails to meet your expectations. Accordingly, you acknowledge and agree that your acceptance of the Franchise pursuant to this Agreement is based on your own independent investigation of the site's suitability for the Premises.

B. LEASE OF PREMISES.

You must submit a proposed lease, sublease or other rental agreement for the Premises (each a "Lease") for our acceptance before you sign it within thirty (30) days after we accept the site for the Premises, or we may terminate this Agreement (at our option) pursuant to Section 14.B below. Any and all Leases that you propose or enter into must: (i) be in a form and contain substance we accept, and (ii) include our form of addendum to lease agreement attached hereto as **Exhibit C** (the "Lease Addendum") containing certain required terms and provisions applicable to the Lease. You must deliver to us fully-signed copies of the Lease and Lease Addendum, as accepted by us, within seven (7) days after their execution. You also agree to sign, and have the

landlord sign, any other document(s) we deem necessary to record our interest in the Premises in public real estate indices and elsewhere to protect our interests.

You acknowledge that our acceptance of the Lease (including the Lease Addendum, for purposes of the remainder of this Subsection 2.B) does not constitute a guarantee, warranty, or representation of any kind, whether express or implied, as to the Lease's fairness or suitability, your ability to comply with its terms, or the success or profitability of a The French Workshop Artisan Bakery operated at the Premises. Our acceptance of the Lease indicates only that we believe that the Premises and the Lease terms meet our then acceptable criteria. We do not, by virtue of accepting the Lease, assume any liability or responsibility to you or to any third party. You may not modify the Lease if any proposed modification would impact our rights as a third-party beneficiary of provisions of the Lease.

Any relocation of the Bakery may only occur if we provide our prior written approval, which we may withhold for any or no reason. If we approve your relocation, you must locate a substitute site, and begin operating the Bakery from that substitute site, within one hundred twenty (120) days after we provide our approval of the relocation. Any relocation will be at your sole expense, and we may charge you for the reasonable costs we incur, plus a reasonable fee in an amount equal to fifty percent (50%) of our then-current initial franchise fee, which will be payable upon our accepting a new site for the Bakery.

We reserve the right (but we have no obligation) to enter into a master lease for the Premises (or a substitute site you propose), whether directly or through an affiliate, and sublease the Premises (or any substitute site you propose) to you upon mutually agreeable terms regarding fees, rent and deposits. You acknowledge that any master lease that we or our affiliate may enter into for the Premises (or a substitute site you propose) shall neither give rise to any liability on our part (or that of our affiliates), nor shall such master lease be construed as an express or implied warranty to you regarding the viability, profitability or merit of the Premises (or a substitute site you propose) for the Bakery. You further acknowledge that you shall not be a third-party beneficiary of the master lease and that we do not make any representations or guarantees regarding the commercial terms of the master lease, including, but not limited to, the rent. If we or our affiliate sublease the Premises (or a substitute site you propose) to you, you agree to execute our then current form of sublease, as may be modified or amended by us.

C. BAKERY CONSTRUCTION.

You are responsible for constructing the Bakery within one hundred eighty (180) days after we accept the finalized Lease and Lease Addendum for the Premises, or we may terminate this Agreement (at our option) pursuant to Section 14.B below. We will give you mandatory and suggested specifications and layouts for a model The French Workshop Artisan Bakery, including requirements for dimensions, design, image, interior layout, decor, fixtures, equipment, signs, furnishings, and color scheme, and may require you to, at your sole cost and expense, meet with us in person to review these specifications and layouts. These plans might not reflect the requirements of any federal, state, or local law, code, or regulation, including those arising under the Americans with Disabilities Act (the "ADA") or similar rules governing public accommodations for persons with disabilities. It is your responsibility to prepare a site survey and

all required construction plans and specifications to suit the Premises and to make sure that these plans and specifications comply with the ADA and similar rules governing public accommodations for persons with disabilities, other applicable ordinances, building codes, permit requirements, and Lease requirements and restrictions.

You are required to send us for our review and written approval construction plans and specifications before you begin constructing the Bakery and all revised or “as built” plans and specifications during construction, and we reserve the right to charge you a fee of up to Two Thousand Five Hundred Dollars (\$2,500) to review such plans and specifications. You must use a designated architect and we may require you to use an approved or designated general contractor (in each case which may include or be limited to us and/or our affiliates) to design and construct the Bakery. We reserve the right to require you to submit to us all contractor bids you receive related to the Bakery for the purpose of recording and benchmarking total construction costs for the future benefit of other franchise owners and all The French Workshop Bakeries. Any general contractor or other builders you use must maintain builder’s and/or contractor’s insurance (as applicable), lien insurance, and performance and completion bonds in forms and amounts acceptable to us, pursuant to Subsection 8.F below. Because our review is limited to ensuring your compliance with our design requirements, it might not assess compliance with federal, state, or local laws and regulations, including the ADA. Accordingly, you recognize and acknowledge that compliance with these laws is your responsibility. We may inspect the Premises while you are constructing the Bakery.

You agree to do the following, at your own expense, to construct the Bakery at the Premises:

- (1) secure all financing required to construct and operate the Bakery;
- (2) obtain all required building, utility, sign, health, sanitation, business, and other permits and licenses;
- (3) construct all required improvements to the Premises and decorate the Bakery according to approved plans and specifications;
- (4) obtain all customary contractors’ sworn statements and partial and final waivers of lien for construction, remodeling, decorating, and installation services;
- (5) purchase or lease, and install, if applicable, according to our specifications, all required fixtures, furniture, vehicles (if we allow you to provide delivery and catering services), equipment (including a required or recommended computer, facsimile, point-of-sale, and other electronic information systems and all equipment components and software necessary for you to accept and process our gift and loyalty cards and participate in our gift card, customer loyalty, affinity, and similar programs), furnishings, and signs (collectively, “Operating Assets”) for the Bakery; and
- (6) purchase an opening inventory of authorized and approved Proprietary Products, other products, materials, and supplies to operate the Bakery.

D. OPERATING ASSETS.

You agree to use in operating the Bakery only those Operating Assets that we approve for The French Workshop Artisan Bakeries as meeting our specifications and standards for quality, design, appearance, function, and performance. You may not install or otherwise operate at the Premises any unauthorized vending or lottery machines. You agree to place or display at the Premises (interior and exterior) and on delivery/catering vehicles (if applicable) only the signs, emblems, lettering, logos, and display materials that we approve at any time and from time to time. You agree to purchase or lease approved brands, types, or models of Operating Assets only from suppliers we designate or approve (which may include or be limited to us and/or our affiliates).

E. COMPUTER SYSTEM.

You agree to obtain and use the computer hardware and/or operating software (including point-of-sale equipment and software) we specify at any time and from time to time (the "Computer System"). We may modify specifications for and components of the Computer System. You also agree to maintain a functioning e-mail address. Our modification of specifications for the Computer System, and/or other technological developments or events, might require you to purchase, lease, and/or license new or modified computer hardware and/or software and to obtain service and support for the Computer System. Although we cannot estimate the future costs of the Computer System or required service or support, and although these costs might not be fully amortizable over this Agreement's remaining Term, you agree to incur the costs of obtaining the computer hardware and software comprising the Computer System (or additions and modifications) and required service or support. We have no obligation to reimburse you for any Computer System costs. Within sixty (60) days after you receive notice from us, you agree to obtain the Computer System components that we designate from the supplier(s) we designate and/or approve and to ensure that your Computer System, as modified, is functioning properly.

You agree that we or our affiliates may condition any license of proprietary software to you, or your use of technology that we or our affiliates develop or maintain, on your signing a software license agreement or similar document that we or our affiliates prescribe to regulate your use of, and our and your respective rights and responsibilities with respect to, the software or technology. We, our affiliates, or designated suppliers may charge you a monthly or other fee for any proprietary software or technology that we or they license to you and for other maintenance and support services that we or they may require you to receive during the Term.

Despite the fact that you agree to buy, use, and maintain the Computer System according to our standards and specifications, you will have sole and complete responsibility for: (1) the acquisition, operation, maintenance, and upgrading of the Computer System; (2) the manner in which your Computer System interfaces with our and any third party's computer system; and (3) any and all consequences if the Computer System is not properly operated, maintained, and upgraded.

The Computer System shall interface with our information technology systems and be electronically linked to us or our designee to enable us (or our designee) to poll such Computer System at any time in such manner as established by us or our designee, with or without notice,

and to retrieve such transaction information, including without limitation sales, sales mix, food usage, paper usage, inventory, and other operations data as we and/or our designee deem appropriate. If for any reason polling is not practicable or prohibited by applicable law, we may require you to download such information into machine readable information compatible with the system operated by us, our affiliates, or our agents and to deliver such information to us by such method and at such temporal frequency as we may reasonably require.

You hereby consent to us obtaining, using and disclosing to third parties (including, without limitation, prospective franchise owners, financial institutions, legal and financial advisors), for any purpose or as may be required by law, any financial or other information contained in or resulting from information, data, materials, statements and reports received by us or disclosed to us, whether by means of the Computer System or otherwise, in accordance with this Agreement. You will obtain such consents from third parties, including your customers, as are necessary in order to give effect to the foregoing.

F. **BAKERY OPENING.**

You must notify us in writing of the Bakery's opening date at least thirty (30) days prior to the opening of the Bakery. We reserve the right to inspect (or designate a third party to inspect) the Bakery at any time prior to opening. You agree not to open the Bakery until:

(1) we notify you in writing that the Bakery meets our standards and specifications (although our acceptance of the Bakery is not a representation or warranty, express or implied, that the Bakery complies with any engineering, licensing, environmental, labor, health, building, fire, sanitation, occupational, landlord's, insurance, safety, tax, governmental, or other statutes, rules, regulations, requirements, or recommendations nor a waiver of our right to require continuing compliance with our requirements, standards, or policies);

(2) you (or your Managing Owner) and your Bakery Manager (defined in Subsection 3.D below) satisfactorily complete training;

(3) you pay any amounts then due to us; and

(4) you give us certificates for all required insurance policies, or such other evidence of insurance coverage and payment of premiums as we may request.

Subject to your compliance with these conditions, you agree to use best efforts to open the Bakery for business as soon as possible after completing the construction of the Bakery but in no event later than three hundred and sixty (360) days after the Effective Date of this Agreement, and you acknowledge that your failure to open timely shall be grounds for termination as set forth in Section 14 below.

3. FEES.

A. INITIAL FRANCHISE FEE.

(1) In consideration of our granting you the Franchise, you agree to pay us a nonrecurring and, except as specifically provided in this Agreement, nonrefundable initial franchise fee (the “Initial Franchise Fee”). If this is your first The French Workshop Artisan Bakery then the Initial Franchise Fee will be Forty Thousand Dollars (\$40,000), inclusive of any credits of prior paid application fee(s). If you currently own and operate a The French Workshop Artisan Bakery, the Initial Franchise Fee will be Thirty Thousand Dollars (\$30,000). This fee is due, and fully earned by us, when you sign this Agreement.

B. LEASE ASSISTANCE FEE.

You must pay us a nonrefundable lease assistance fee of Two Thousand Dollars (\$2,000) (the “Lease Assistance Fee”) in the event that at any time during the Term, we or our affiliate assists you with working with the landlord of the Premises to renew or extend the lease for the Premises for an additional period of time. The Lease Assistance Fee compensates us or our affiliate for our or their time, costs, and expenses incurred in negotiating, arranging, or reviewing any lease-related documents that we or a third-party landlord require for the Premises. You agree to pay us the Lease Assistance Fee promptly upon our written request. You must pay us an additional Lease Assistance Fee for each new lease or consent that we or our affiliate assists you with during the Term.

C. INITIAL TRAINING FEE.

If this is your first The French Workshop Artisan Bakery, then in exchange for our providing you (or your managing owner), the employee you appoint to be the bakery manager (the “Bakery Manager”) and one additional employee you select initial training, you agree to pay us a nonrecurring and nonrefundable initial training fee of Twelve Thousand Dollars (\$12,000) (the “Initial Training Fee”). You (or your managing owner) and the Bakery Manager are required to complete initial training to our satisfaction. This fee is due, and fully earned by us, two (2) weeks before initial training begins.

D. CONTINUING SERVICE AND ROYALTY FEE.

You agree to pay us, on Wednesday of each week and in the manner provided below (or as the Operations Manual otherwise prescribes), a weekly Continuing Service and Royalty Fee (the “Royalty”) equal to six percent (6%) of the Bakery’s Gross Sales (defined in Subsection 3.G below) for the preceding week.

E. ADVERTISING AND DEVELOPMENT FUND CONTRIBUTION.

You agree to contribute to the Fund (as defined in Subsection 9.B below) in the amounts that we prescribe at any time and from time to time, not to exceed three percent (3%) of the Bakery’s Gross Sales per week, payable in the same manner as the Royalty. The Fund contributions will be administered and used as set forth in Subsection 9.B below.

F. **TECHNOLOGY FEE.**

You agree to pay us a monthly Technology Fee (the “Technology Fee”) equal to an amount we designate up to Two Hundred Dollars (\$200), which Technology Fee shall be payable in weekly installments of Fifty Dollars (\$50) on Wednesday of each week in the same manner as the Royalty. The Technology Fee shall be used for the system-wide development, maintenance and/or support of the Computer System and other technology, including, without limitation, our Website, an intranet site, social media pages, and a gift card platform.

G. **DEFINITION OF “GROSS SALES”.**

As used in this Agreement, the term “Gross Sales” means all revenue that you derive from operating the Bakery, including, but not limited to, all amounts that you receive at or away from the Premises (including, without limitation, from pickup and any approved delivery and/or catering services), and whether from cash, check, credit and debit card, barter exchange, trade credit, or other credit transactions and all other income of every kind and nature related to the Bakery (including, without limitation, revenues and income you receive from the proceeds of any business interruption insurance policies), but (1) excluding all federal, state, or municipal sales, use, or service taxes collected from customers and paid to the appropriate taxing authority, (2) excluding any customer tips to Bakery employees, and (3) reduced by the amount of any documented refunds, credits, allowances, and charge-backs the Bakery in good faith gives to customers.

H. **LATE FEES AND INTEREST.**

All amounts which you owe us or our affiliate for any reason, will bear interest accruing as of their original due date at the maximum interest rate permitted by law. If there is no applicable legal maximum rate, interest will be calculated at a rate of up to four percent (4%) above the prime rate of interest on the first day of each month for the past due amount, as published in The Wall Street Journal. We may debit your bank account automatically for late fees and interest. You acknowledge that this Subsection 3.H is not our agreement to accept any payments after they are due or our commitment to extend credit to, or otherwise finance your operation of, the Bakery.

I. **APPLICATION OF PAYMENTS.**

Despite any designation you make, we may apply any of your payments to any of your past due indebtedness to us. We may set off any amounts you or your owners owe us or our affiliates against any amounts we or our affiliates owe you or your owners. You may not withhold payment of any amounts you owe us due to our alleged nonperformance of any of our obligations under this Agreement.

J. **METHOD OF PAYMENT.**

Before the Bakery opens, you agree to sign and deliver to us the document we require (the current form of which is set forth in Exhibit E) to authorize us to debit your business checking account automatically for the Royalty, Fund contributions, and other amounts due under this Agreement and for your purchases from us and/or our affiliates (the “Electronic Depository

Transfer Account” or “EDTA”). We will debit the EDTA for these amounts on their due dates. You agree to ensure that funds are available in the EDTA to cover our withdrawals. If there are insufficient funds in the EDTA to cover any such amount owed (or, if you are paying by check and a check is returned for insufficient funds), you must pay us, on demand, a processing fee of One Hundred Dollars (\$100), plus reimbursement of our additional administrative expenses and charges (together with the late fee noted in Subsection 3.H above). If there are insufficient funds in the EDTA, or if your check is returned for insufficient funds, then we may require you to make all subsequent payments to us by certified check.

We may require you to pay any amounts due under this Agreement or otherwise by means other than automatic debit (*e.g.*, by check) whenever we deem appropriate, and you agree to comply with our payment instructions.

4. TRAINING AND ASSISTANCE.

A. INITIAL TRAINING.

(1) If this is your first The French Workshop Artisan Bakery, then before the Bakery is scheduled to open for business, we will train you (or, if you are an Entity, your Managing Owner), the Bakery Manager and one additional employee you select on the material aspects of operating a The French Workshop Artisan Bakery. You (or, if you are an Entity, your Managing Owner) and the Bakery Manager must complete the initial training (excluding the on-site support phase described below in this Subsection 4.A) to our satisfaction no later than thirty (30) days before the Bakery opens. If you (or, if you are an Entity, your Managing Owner) and the Bakery Manager do not complete the initial training to our satisfaction within thirty (30) days before the Bakery opens, we reserve the right to require you (or, if you are an Entity, your Managing Owner), the Bakery Manager and/or those other members of your personnel that we designate to attend additional on-the-job training for the period we designate, and you shall be required to pay all related travel and living expenses and wages incurred in connection with attending this additional training.

(2) We will provide the initial training program at a designated training facility of our choice and/or at an operating The French Workshop Artisan Bakery, except for the on-site support phase around opening that we will provide at the Premises (as discussed below in this Subsection 4.A).

(3) We will provide initial training for your three (3) attendees specified above in this Subsection 4.A in exchange for your payment of the Initial Training Fee. Additional people beyond three (3) attendees may attend initial training (subject to our capacity and ability to accommodate additional persons in the training session) if you pay our then current training charge for each additional person, not to exceed One Thousand Five Hundred Dollars (\$1,500) per person. We reserve the right to refuse to provide training to any of your proposed attendees for whom we have not received the relevant training fee. In addition to the initial training program fees, you also agree to pay for all travel and living expenses that you (or your Managing Owner) and any of your personnel incur, all accrued

wages, and related workers' compensation insurance while these persons train at a designated training facility of our choice and/or at an operating The French Workshop Artisan Bakery.

(4) You (or your Managing Owner) and the Bakery Manager must satisfactorily complete initial training. If we determine that you (or your Managing Owner) and/or the Bakery Manager cannot complete initial training to our satisfaction, we may terminate this Agreement.

(5) You (or your Managing Owner) may request additional training at the end of the initial training, to be provided at our then applicable charges, including our personnel's per diem charges, if you (or your Managing Owner) feel that you or any of your attendees are not sufficiently trained to operate a The French Workshop Artisan Bakery. We and you (or your Managing Owner) will jointly determine the time and duration of this additional training. However, if you (or your Managing Owner) and the other attendees satisfactorily complete our initial training program and you do not expressly inform us at the end of the program that you (or your Managing Owner) or other attendees do not feel sufficiently trained in the operation of a The French Workshop Artisan Bakery, then you (or your Managing Owner) and all other attendees to the initial training program will be deemed to have been trained sufficiently to operate a The French Workshop Artisan Bakery.

(6) We will send at least 2 of our representatives to the Bakery to provide on-site support in connection with pre-opening and opening activities for a period beginning one week before the Bakery commences operations and ending two weeks after the Bakery commences operations. We reserve the right to provide more representatives, or more days of on-site support, at the Premises during this period as we deem necessary. For avoidance of doubt, we solely determine the timing, scheduling and staffing of on-site support we provide according to this subparagraph, including the calendar dates, times of our support, and whether we provide these days consecutively or intermittently. You must successfully complete all activities of this on-site support period to our satisfaction. If you request, and we agree to provide, additional or special guidance, assistance, or training during this on-site support period, then you agree to pay our then applicable charges, including our personnel's per diem charges and travel and living expenses.

B. ONGOING TRAINING.

As described in Subsection 4.A above, we will provide on-site training and assistance, as we determine in our sole judgment, for a period beginning one (1) week before and ending two (2) weeks after the Bakery opens for business. We need not provide such on-site training on consecutive days.

We may require you (or your Managing Owner) and/or other previously trained and experienced employees to attend and complete satisfactorily various training courses that we periodically choose to provide either online or in-person at the times and locations that we designate. We will not require in-person attendance for more than a total of five (5) days during a

calendar year. Besides attending these courses, you agree to attend an annual meeting of all The French Workshop Artisan Bakery franchise owners at a location we designate, if we organize and plan (at our option) such a meeting. Attendance will not be required for more than three (3) days during any calendar year. We will provide these courses and meetings at our then applicable charges, including our personnel's per diem charges, and you agree to pay all related travel and living expenses and wages incurred in connection with attending these courses and meetings.

We may require that the Bakery Managers you hire or appoint after the Bakery opens for business satisfactorily complete our initial and ongoing training programs within thirty (30) days of the date on which you hire or appoint such manager. We will provide this training at our then applicable charges, including our personnel's per diem charges. You agree to pay all travel and living expenses which you and your employees incur during all training courses and programs.

You understand and agree that any specific ongoing training or advice we provide does not create an obligation (whether by course of dealing or otherwise) to continue to provide such specific training or advice, all of which we may discontinue and modify at any time and from time to time.

C. GENERAL GUIDANCE AND CONSULTATION SERVICES.

We will advise you at any time and from time to time regarding the Bakery's operation based on your reports or our inspections and will guide you with respect to: (1) standards, specifications, and operating procedures and methods that The French Workshop Artisan Bakeries use (including, without limitation, those relating to production, quality control, health and safety); (2) purchasing required and authorized Operating Assets, Proprietary Products, Menu Items, and other items and arranging for their distribution to you; (3) advertising and marketing materials and programs; (4) employee training; and (5) administrative, bookkeeping, accounting, and inventory control procedures.

We will guide you in our operations manual (the "Operations Manual"); in bulletins or other written materials; by electronic media; by telephone consultation; and/or at our office or the Bakery. If you request, and we agree to provide (subject to our availability), additional or special guidance, assistance, or training, you agree to pay our then applicable charges, including our personnel's per diem charges and travel and living expenses.

If you request, and we agree to provide (subject to our availability) either (i) additional guidance, assistance, or training, or (ii) specialized Consultation Services, then you agree to pay our then applicable charges, including our personnel's per diem charges and travel and living expenses. For purposes of this Agreement, "Consultation Services" may include any advice related to the operation of the Bakery, on-site reviews of your operations and additional training as needed, on-site training for you (or your Managing Owner), Bakery Managers, or any of your other personnel, and other specialized assistance.

D. OPERATIONS MANUAL.

We will provide you access during the Term to one (1) copy of our Operations Manual, which could include audiotapes, videotapes, compact disks, computer software, other electronic media, and/or written materials. The Operations Manual contains mandatory and suggested specifications, standards, operating procedures, and rules (“System Standards”) that we periodically prescribe for operating a The French Workshop Artisan Bakery and information on your other obligations under this Agreement. We may modify the Operations Manual periodically, in our sole judgment, to reflect changes in System Standards. For purposes of this Agreement, all written instructions or communications we or our affiliates provide to all, or a substantial number of, The French Workshop Artisan Bakery franchise owners concerning aspects or modifications to the System shall be deemed part of the Operations Manual.

You agree to keep your copy of the Operations Manual current and in a secure location at the Bakery. If there is a dispute over its contents, our master copy of the Operations Manual controls. You agree that the Operations Manual’s contents are confidential and that you will not disclose the Operations Manual to any person other than Bakery employees who need to know its contents. You may not at any time copy, duplicate, record, or otherwise reproduce any part of the Operations Manual. If your copy of the Operations Manual is lost, destroyed, or significantly damaged, you agree to obtain a replacement copy at our then applicable charge.

At our option, we may post some or all of the Operations Manual on a restricted Website or extranet to which you will have access. (For purposes of this Agreement, “Website” means an interactive electronic document contained in a network of computers linked by communications software, including, without limitation, the internet and World Wide Web home pages). If we do so, you agree to monitor and access the Website or extranet for any updates to the Operations Manual or System Standards. Any passwords or other digital identifications necessary to access the Operations Manual on a Website or extranet will be deemed to be part of Confidential Information (defined in Section 6 below).

E. DELEGATION OF PERFORMANCE.

You agree that we have the right to delegate the performance of any portion or all of our obligations under this Agreement to third-party designees, whether these designees are our agents or independent contractors with whom we have contracted to perform these obligations. If we do so, such third-party designees will be obligated to perform the delegated functions for you in compliance with this Agreement.

5. MARKS.

A. OWNERSHIP AND GOODWILL OF MARKS.

Our affiliate, TFW IP LLC, owns and has licensed the Marks to us to use, and to sublicense others to use, in connection with the franchising, construction, and operation of The French Workshop Bakeries. Therefore, you agree and acknowledge that the Marks are ours (or our affiliate’s) exclusive property, and that we are granting you a license (or sublicense, as applicable)

to use the Marks in connection with the Bakery's construction and operation. Your right to use the Marks is derived only from this Agreement and is limited to your operating the Bakery according to this Agreement and all System Standards we prescribe during the Term. Your unauthorized use of the Marks is a breach of this Agreement and infringes our and/or our affiliate's rights in the Marks. You acknowledge and agree that your use of the Marks and any goodwill established by that use are exclusively for our and/or our affiliate's benefit and that this Agreement does not confer any goodwill or other interests in the Marks upon you (other than the right to operate the Bakery under this Agreement). All provisions of this Agreement relating to the Marks apply to any additional proprietary trade and service marks we authorize you to use. You may not at any time during or after the Term and any Renewal Term contest, or assist any other person in contesting, the validity, or our and/or our affiliate's ownership, of the Marks.

B. LIMITATIONS ON YOUR USE OF MARKS.

You agree to use the Marks as the Bakery's sole identification, except that you agree to identify yourself as its independent owner in the manner we prescribe. You may not use any Mark (1) as part of any corporate or legal business name, (2) with any prefix, suffix, or other modifying words, terms, designs, or symbols (other than logos we have licensed to you), (3) in selling any unauthorized services or products, (4) as part of any domain name, homepage, social media site page, group or post, electronic address, or otherwise in connection with a Website (other than our Website), or (5) in any other manner that we have not expressly authorized in writing.

You may not use any Mark in advertising the transfer, sale, or other disposition of the Bakery or an ownership interest in you without our prior written consent, which we will not unreasonably withhold. You agree to display the Marks prominently as we prescribe at the Bakery and on forms, advertising, supplies, and other materials we designate. You agree to use the notices of trade and service mark registrations that we specify and to obtain any fictitious or assumed name registrations required under applicable law.

C. NOTIFICATION OF INFRINGEMENTS AND CLAIMS.

You agree to notify us immediately of any apparent infringement or challenge to your use of any Mark, or of any person's claim of any rights in any Mark, and not to communicate with any person other than us, our attorneys, and your attorneys, regarding any infringement, challenge, or claim. We may take the action we deem appropriate (including no action) and control exclusively any litigation, U.S. Patent and Trademark Office ("USPTO") proceeding, or other administrative proceeding arising from any infringement, challenge, or claim or otherwise concerning any Mark. You agree to sign any documents and take any other reasonable action that, in the opinion of our attorneys, are necessary or advisable to protect and maintain our interests in any litigation or USPTO or other proceeding or otherwise to protect and maintain our interests in the Marks.

D. DISCONTINUANCE OF USE OF MARKS.

If, in our sole judgment, it becomes advisable at any time for us and/or you to modify or discontinue using any Mark and/or to use one or more additional or substitute trade or service marks, you agree to comply with our directions within a reasonable time after receiving notice.

We need not reimburse you for your direct expenses of changing the Bakery's signage, for any loss of revenue due to any modified or discontinued Mark, or for your expenses of promoting a modified or substitute trademark or service mark.

Our rights in this Subsection 5.D apply to any and all of the Marks (and any portion of any Mark) that we authorize you to use in this Agreement. We may exercise these rights at any time and for any reason, business or otherwise, that we think best. You acknowledge both our right to take this action and your obligation to comply with our directions.

E. INDEMNIFICATION FOR USE OF MARKS.

We agree to reimburse you for all damages and reasonable expenses that you incur in any trademark infringement proceeding disputing your authorized use of any Mark under this Agreement if you have timely notified us of, and comply with our directions in responding to, the proceeding. At our option, we may defend and control the defense of any proceeding arising from your use of any Mark under this Agreement.

6. CONFIDENTIAL INFORMATION.

We possess (and will continue to develop and acquire) certain confidential information, some of which constitutes trade secrets under applicable law (the "Confidential Information"), relating to constructing and operating The French Workshop Bakeries, including (without limitation):

- (1) site selection criteria and layouts, designs and other plans and specifications for The French Workshop Bakeries;
- (2) ingredients, recipes and related information concerning any food items as part of the Menu Items;
- (3) training and operations materials and manuals;
- (4) methods, formats, specifications, standards, systems, procedures, food preparation techniques, sales and marketing techniques, knowledge, and experience used in constructing and operating The French Workshop Bakeries;
- (5) marketing, promotional and advertising research and programs for The French Workshop Bakeries;
- (6) knowledge of specifications for and suppliers of Operating Assets, Proprietary Products, and other products and supplies, including supplier pricing and related terms;
- (7) any computer software or similar technology which is proprietary to us or the System, including, without limitation, digital passwords and identifications and any source code of, and data, reports, and other printed materials generated by, the software or similar technology;

- (8) knowledge of the operating results and financial performance of The French Workshop Artisan Bakeries other than the Bakery;
- (9) graphic designs and related intellectual property;
- (10) customer solicitation, communication and retention programs, along with data and information used or generated in connection with those programs;
- (11) all data and other information generated by, or used in, the operation of the Bakery, including customer names, addresses, phone numbers, pricing and other information supplied by any customer (such as credit card information or personal information), and any other information contained at any time and from time to time in the Computer System or that visitors to the Bakery (including you and your personnel) provide to the Website for the network of The French Workshop Bakeries;
- (12) future business plans relating to The French Workshop Artisan Bakeries and the franchise opportunity for The French Workshop Bakeries, including expansion and construction plans; and
- (13) any other information that we reasonably designate as confidential or proprietary.

You acknowledge and agree that you will not acquire any interest in Confidential Information, other than the right to use it as we specify in operating the Bakery during the Term and any Renewal Term, and that Confidential Information is proprietary, includes our trade secrets, and is disclosed to you only on the condition that you agree, and you in fact do agree, that you:

- (a) will not use Confidential Information in any other business or capacity;
- (b) will keep each item deemed to be part of Confidential Information absolutely confidential, both during the Term and any Renewal Term and then thereafter for as long as the item is not generally known in the food-service industry;
- (c) will not sell, trade or otherwise profit in any way from the Confidential Information (including by selling or assigning any customer names, addresses, phone numbers, e-mail contact information, or related data), except using methods that we may have authorized or approved in our sole judgment;
- (d) will not make unauthorized copies of any Confidential Information disclosed via electronic medium or in written or other tangible form;
- (e) will adopt and implement reasonable procedures to prevent unauthorized use or disclosure of Confidential Information, including, without limitation, restricting its disclosure to Bakery personnel and others and using non-disclosure and non-competition agreements with those having access to Confidential Information. We have the right to regulate the form of agreements that you use and to be a third-party beneficiary of those

agreements with independent enforcement rights. The current form of Nondisclosure and Non-Competition Agreement is attached as **Exhibit D**; and

(f) will notify us within twenty-four (24) hours of any unauthorized use or disclosure of Confidential Information (whether by you or any Bakery employees or personnel).

Confidential Information does not include information, knowledge, or know-how which you can demonstrate lawfully came to your attention before we provided it to you directly or indirectly; which, at the time we disclosed it to you, already had lawfully become generally known in the food-service industry through publication or communication by others (without violating an obligation to us); or which, after we disclose it to you, lawfully becomes generally known in the food-service industry through publication or communication by others (without violating an obligation to us). However, if we include any matter in Confidential Information, anyone who claims that it is not Confidential Information must prove that one of the exclusions provided in this paragraph is fulfilled.

All ideas, concepts, techniques, or materials relating to a The French Workshop Artisan Bakery, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the System, and works made-for-hire for us. To the extent that any item does not qualify as a “work made-for-hire” for us, by this paragraph you hereby assign ownership of that item, and all related rights to that item, to us, hereby waive all moral rights in that item, and hereby agree to take whatever action (including signing assignment or other documents) we request to evidence our ownership or to help us obtain intellectual property rights in the item (including signing assignment or other documents, and causing your owners, employees and contractors to do the same). You may not use any such idea, concept, technique or material in connection with the Bakery without our prior approval.

7. EXCLUSIVE RELATIONSHIP.

You acknowledge that we have granted you the Franchise in consideration of and reliance upon your agreement to deal exclusively with us. You therefore agree that, during the Term and any Renewal Term, neither you, any of your owners, nor any of your or your owners’ spouses will:

(a) have any direct or indirect controlling or non-controlling interest as an owner – whether of record, beneficially, or otherwise – in a Competitive Business, wherever located or operating (except that equity ownership of less than two percent (2%) of a Competitive Business whose stock or other forms of ownership interest are publicly traded on a recognized United States stock exchange will not be deemed to violate this subparagraph);

(b) perform services as a director, officer, manager, employee, consultant, representative, or agent for a Competitive Business, wherever located or operating;

(c) divert or attempt to divert any actual or potential business or customer of the Bakery to a Competitive Business;

(d) directly or indirectly loan any money or other thing of value to, or guarantee any other person's loan to, any Competitive Business or any owner, director, officer, manager, employee, agent or vendor of any Competitive Business, wherever located or operating; or

(e) engage in any other activity which, in our sole opinion, might injure the goodwill of the Marks and System.

The term "Competitive Business" means any business that (i) owns, operates, licenses or franchises a bakery/café style restaurant that features baked goods such as breads, croissants, baguettes, pastries and/or cakes (other than a The French Workshop Artisan Bakery operated under a franchise agreement with us) including but not limited to Paris Baguette, Tous Les Jour, Panera Bread, Einstein Bros Bagels, Pret a Manger, Le Pain Quotidien, Paul French Bakery and Cafe, Au Bon Pain, La Madeleine, Country French Café, Corner Bakery Cafe, Tatte Bakery & Café and those other specific businesses we may identify from time to time, or (ii) produces and/or manufactures baked goods such as breads, croissants, baguettes, pastries and/or cakes.

You agree to have all of the following persons sign, and you will submit to us executed copies of, our then current form of Nondisclosure and Non-Competition Agreement from all of the following persons: (i) the Bakery Manager and any supervisory or other employees who have received or will receive training from us, prior to their employment; (ii) if you are an Entity, all your officers, directors, shareholders, partners, members and owners, and those of any Entity directly or indirectly controlling you, concurrent with the execution of this Agreement, or at such time as they assume such status; and (iii) all of the persons enumerated in this Section 7 and Subsection 15.D below. You agree to provide us copies of all executed Nondisclosure and Non-Competition Agreements no later than ten (10) days following their execution.

8. SYSTEM STANDARDS.

A. CONDITION AND APPEARANCE OF THE BAKERY.

You agree that:

(1) you will maintain the condition and appearance of the Bakery, its Operating Assets and the Premises in accordance with System Standards and consistent with the image of a The French Workshop Artisan Bakery and in observing the highest standards of cleanliness, sanitation, efficient, courteous service and pleasant ambiance, and in that connection will take, without limitation, the following actions during the Term: (1) thorough cleaning, repainting and redecorating of the interior and exterior of the Premises at intervals we prescribe; (2) interior and exterior repair of the Premises; (3) maintenance and alteration of the interior and exterior of the Premises to satisfy health and safety requirements; and (4) repair, maintenance or replacement of damaged, non-functioning, worn out or obsolete Operating Assets or other equipment;

(2) you will place or display at the Premises (interior and exterior) only those signs (including neon), emblems, designs, artwork, lettering, logos, and display and advertising materials that we at any time and from time to time approve;

(3) if at any time we determine, in our reasonable judgment, the general state of repair, appearance or cleanliness of the Premises of the Bakery or its fixtures, furnishings, equipment or signs does not meet our System Standards, we have the right to notify you, specifying the action you must take to correct the deficiency. If (i) within twenty-four (24) hours after you received our notice in the case of a deficiency of a health, safety, or sanitary law, ordinance or regulation or (ii) within ten (10) days after you received our notice in the case of any other deficiencies, you do not initiate action to correct the deficiency and then continue in good faith and with due diligence, a bona fide program to complete the correction of the deficiency, we have the right, in addition to all other remedies, to enter the Premises or the Bakery and do any required maintenance or refurbishing on your behalf. You must reimburse us on demand for all costs and expenses we incur in connection with such maintenance and refurbishment; and

(4) once every five (5) years, on notice from us, you agree to remodel, expand, redecorate, reequip and/or refurbish the Premises and the Bakery at your expense to reflect changes in the operations of The French Workshop Artisan Bakeries which we prescribe and require of new franchise owners. You agree to diligently complete such renovation within a reasonable time after commencing the work.

B. BAKERY MENU, SPECIFICATIONS, STANDARDS AND PROCEDURES.

You agree that: (1) the Bakery will offer for sale all Menu Items and other products and services that we specify at any time and from time to time, and, with respect to any food items, will only use ingredients, recipes and methods of food preparation we have specified or approved; (2) the Bakery will offer and sell approved products and services only in the manner we have prescribed; (3) you will not offer for sale or sell at the Bakery, the Premises or any other location any products or services we have not approved in advance; (4) all products will be offered and sold only at retail and from the Premises (subject to off-site marketing or sales activities we must specifically approve) and you will not offer or sell any products at wholesale or on the internet; (5) you will discontinue selling and offering for sale any products or services that we at any time decide (in our sole judgment) to disapprove in writing; and (6) you will use best efforts to advertise to, and solicit customers for, the Bakery only within the Territory.

If we approve you to offer delivery and/or catering services in connection with the Bakery, you must make accommodations for delivery and/or catering services in compliance with our System Standards set forth in the Operations Manual or otherwise in writing by us, including without limitation, utilizing only the specified designated delivery and/or catering service providers we identify, making available the Menu Items identified as appropriate for delivery and/or catering (and only those designated Menu Items), and limiting the delivery and/or catering services to any delivery and/or catering area we specify to you in writing. You acknowledge and agree that we may withdraw our approval for you to engage in delivery or catering activities at any

time in our sole discretion upon our providing you with reasonable notice of such withdrawal. You acknowledge and agree that any delivery and/or catering area we specify is not exclusive and we may engage, and/or allow other franchise owners and third parties to engage, in any activities we desire within the delivery and/or catering area without any restrictions (including allowing other The French Workshop Artisan Bakery franchise owners and delivery and/or catering service providers to provide delivery and/or catering services in the delivery and/or catering area). You further acknowledge and agree that any delivery and/or catering area we specify is nothing more than the geographic boundaries in which you may deliver and/or cater those Menu Items approved for delivery and/or catering from the Bakery, and no other rights are granted to you whatsoever.

C. **APPROVED PRODUCTS, SERVICES, DISTRIBUTORS AND SUPPLIERS.**

We have developed or may develop standards and specifications with respect to certain products and services and with respect to certain types, models and brands of required Operating Assets, Menu Items, Proprietary Products, and related products, ingredients, materials and supplies. We reserve the right at any time and from time to time to approve specifications or suppliers and distributors of the above or other products and services that meet our reasonable standards and requirements. If we do so, you agree to purchase only such products and services meeting those specifications, and if we require it, only from distributors and other suppliers we have approved, including or limited to ourselves or our affiliates.

We may limit the number of approved distributors or suppliers (collectively “suppliers”) with whom you may deal, designate sources that you must use, and/or refuse any of your requests for any reason, including that we have already designated an exclusive source (which might be us or our affiliate) for a particular item or service.

We and our affiliates may mark up and profit on the sale of goods or services to you and/or receive payments, rebates, or other material consideration from suppliers on account of such suppliers’ dealings with us, you and other franchise owners, and may keep or use any amounts so received without restriction and for any purpose we and our affiliates deem appropriate. We may concentrate purchases with one or more suppliers or distributors to obtain lower prices or the best advertising support or services. Approval of a supplier or distributor may be conditioned on requirements relating to product quality, prices, consistency, reliability, financial capability, labor relations, customer relations, frequency of delivery, concentration of purchases, standards of service, including prompt attention to complaints, or other criteria and may be temporary, pending our continued evaluation of the supplier or distributor at any time and from time to time.

If you would like to purchase any items or services from any unapproved supplier or distributor, you must submit to us a written request for approval of the proposed supplier or distributor. We have the right to inspect the proposed supplier’s or distributor’s facilities, and to require product samples from the proposed supplier or distributor to be delivered at our option either directly to us or to any independent, certified laboratory which we designate for testing. Either you or the proposed supplier or distributor must pay us a fee (not to exceed the reasonable cost of the inspection and the actual cost of the test) to make the evaluation. We have no obligation to approve any new supplier, product, or service you propose. We reserve the right to periodically

re-inspect the facilities and products of any approved supplier or distributor and to revoke our approval if the supplier or distributor does not continue to meet any of our criteria.

We and our affiliates have developed or may develop specially formulated and prepared Proprietary Products for use in the operation of The French Workshop Bakeries. You must use only the recipes, techniques, Proprietary Products and other products which meet our current requirements and specifications in the preparation of any food items that we require as part of the Menu Items served and sold by the Bakery. You may only use those containers, cartons, bags, boxes, napkins, and other paper goods and packaging with our Marks or other design specifications which meet our current requirements and quality standards for The French Workshop Bakeries. You must purchase Proprietary Products from us or a designated third-party supplier. We reserve the right to require you to purchase Proprietary Products from us, our affiliates or a designated third-party supplier.

D. COMPLIANCE WITH LAWS AND GOOD BUSINESS PRACTICES.

You must secure and maintain in force all required licenses, permits and certificates relating to the operation of the Bakery and must operate the Bakery in full compliance with all applicable laws, ordinances and regulations, including, without limitation, government regulations relating to occupational hazards, health, food safety, menu labeling, worker's compensation and unemployment insurance and withholding and payment of federal and state income taxes, social security taxes and sales and service taxes. All advertising and promotion by you must be completely factual and must conform to the highest standards of ethical advertising. The Bakery must in all dealings with its customers, suppliers, us and the public adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. You agree to refrain from any business or advertising practice which may be injurious to our business and the goodwill associated with the Marks and other The French Workshop Bakeries. You must notify us in writing within five (5) days of the commencement of any action, suit or proceeding, and of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect your operation or financial condition or that of the Bakery and of any notice of violation of any law, ordinance, or regulation relating to the Bakery.

E. MANAGEMENT OF THE BAKERY/CONFLICTING INTERESTS.

The Bakery must at all times be under the full-time direct, on-premises supervision of you (or your Managing Owner) or the Bakery Manager, each of whom must have successfully completed the initial training program that we describe above in this Agreement. You shall take such steps as are necessary to ensure that any and all of the Bakery's employees preserve good customer relations; render competent, prompt, courteous, and knowledgeable service; and meet such minimum standards as we may establish from time to time in the Operations Manual or otherwise in writing. You and your employees shall handle all customer complaints, refunds, returns, and other adjustments in a manner that will not detract from the name and goodwill of the Marks, the System or us.

We reserve the right to approve or disapprove of any Bakery Manager. If we disapprove of any Bakery Manager, you must promptly appoint a replacement Bakery Manager satisfactory

to us. If your relationship with a Bakery Manager terminates for any reason, then you must promptly appoint a replacement Bakery Manager that meets our approval. Even if you appoint a Bakery Manager for day-to-day operations, you (or your Managing Owner) must remain active in overseeing the Bakery's ongoing business activities. If you (or your Managing Owner) own more than one The French Workshop Artisan Bakery, then each such The French Workshop Artisan Bakery must be under the full-time, direct on-premises supervision of a Bakery Manager we have approved and the supervision of you (or your Managing Owner).

Besides you (or your Managing Owner) or the Bakery Manager, the Bakery must at all times have a sufficient number of personnel on staff to operate the Bakery in accordance with our then current System Standards.

You (or your Managing Owner) must keep us informed at all times of the identity of the Bakery Manager, and ensure that such individual is competent and proficient in his/her duties. You (or your Managing Owner) are solely responsible for all employment decisions for the Bakery, including hiring, firing, remuneration, personnel policies, training, benefits, and maintaining supervision and discipline, regardless of whether you received advice from us on any of these subjects.

F. INSURANCE.

During the Term you must maintain the following categories of insurance coverage in force at your sole expense, all containing the minimum liability coverage we prescribe at any time and from time to time in the Operations Manual (unless otherwise indicated below):

(1) Broad form comprehensive public liability, general liability, product liability, and contractual liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in connection with the Bakery's operation for a minimum limit of \$1,000,000.

(2) All risk or special form coverage on your Premises, including boiler and machinery coverage extending to all improvements and alterations, trade fixture, and business personal property having adequate limits to replace all that is damaged as caused by, or occurring in connection with, the Bakery's operation;

(3) Business interruption insurance to cover at a minimum the rent of the Premises, previous profit margins, maintenance of competent personnel and other fixed expenses for the duration of the interruption to the Bakery's operation;

(4) If any vehicle is used (whether owned, non-owned, leased or hired) in connection with the operation of the Bakery, motor vehicle liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in connection with the Bakery's operation with a minimum limit of coverage the limit required by the State in which the vehicle is registered;

(5) Worker's compensation (including occupational disease) in accordance with the scope and limits of the law and including other state endorsement where legally required and commercially appropriate (minimum amount of \$1,000,000);

(6) Employer's liability insurance (in amounts authorized by statute but a minimum amount of \$1,000,000);

(7) Unemployment insurance and state disability insurance (as required by governing law) for your employees;

(8) Employment practices liability insurance;

(9) In connection with any construction, refurbishment, and/or remodeling of the Bakery, builder's and/or contractors' insurance (as applicable), lien insurance, and performance and completion bonds in forms and amounts acceptable to us;

(10) Umbrella or excess liability insurance providing coverage excess of the underlying general liability, motor vehicle liability and employer's liability insurance above for a minimum limit of coverage of \$1,000,000;

(11) Insurance coverage of such type, nature and scope sufficient to satisfy your indemnification obligations under Subsection 16.D below; and

(12) Any additional insurance required by your lessor or master lessor.

You understand that the types and coverage amounts we prescribe are only minimums, and that we have not assessed whether, and do not guarantee that, the types and coverage amounts are sufficient for the Bakery.

We may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverage (including reasonable excess liability insurance, employment practices liability insurance and cybersecurity insurance) at any time to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances. Required coverage must contain the following (i) a severability of interest clause for all named insureds, with no cross-liability for exclusion; (ii) insurers' waiver of subrogation against us and all named insureds; and (iii) a waiver of rights of recovery against us.

These insurance policies must be obtained from responsible insurance carriers acceptable to us and which are authorized to do business in the state(s) in which the Bakery is located. These insurance policies must name us, any affiliates we designate, and the Indemnified Parties (as defined in Subsection 16.D below) as additional named insureds for claims arising from the Bakery's operation and provide for thirty (30) days' prior written notice to us of a policy's material modification, cancellation or expiration. These insurance policies must be primary to and without right of contribution from any other insurance policy purchased by us or any other Indemnified Party; must not limit or reduce coverage for you if there is a claim by us or any one or more of the other Indemnified Parties; must not contain a self-insured retention; must not contain a deductible

in excess of \$25,000; must make satisfaction of any/all deductibles your sole responsibility; and must extend to and provide indemnity for all of your indemnification obligations to us and the other Indemnified Parties under this Agreement. You agree not to reduce the policy limits, restrict coverage, cancel or otherwise alter or amend your insurance policies without our prior written consent. If there is a claim by us or any one or more of the other Indemnified Parties against you, you must, upon our request, assign to us all rights which you then have or thereafter may have with respect to the claim against the insurer(s) providing the coverages described above.

You must provide us with copies of your Certificates of Insurance or other evidence we require evidencing the required coverages no later than ten (10) days before you commence operations at the Bakery. You must furnish us, on an annual basis, copies of your Certificates of Insurance or other evidence we require of your maintaining this insurance coverage and paying premiums. You must furnish us the original policies evidencing all such insurance coverages within five (5) days of our written request. You agree to renew all policies and documents, and to furnish us copies of renewal Certificates of Insurance or other evidence we require of your maintaining this insurance coverage and paying premiums prior to the expiration date of the policy.

If you fail or refuse to obtain and maintain the insurance we specify, in addition to our other remedies, we may (but need not) obtain such insurance for you and the Bakery on your behalf, in which event you shall cooperate with us and reimburse us for all premiums, costs and expenses we incur in obtaining and maintaining the insurance, plus a reasonable fee for our time incurred in obtaining such insurance. If we obtain such insurance for you and the Bakery on your behalf, you must furnish all information necessary to obtain and maintain such insurance within fifteen (15) days of our request.

G. PRICING.

We reserve the right, to the fullest extent allowed by applicable law, to establish maximum, minimum, or other pricing requirements with respect to the prices you may charge for products and services. These rights may include (without limitation) prescribing the maximum and/or minimum retail prices which you may charge customers for the products and/or services offered by the Bakery; recommending retail prices; advertising specific retail prices for some or all products or services sold at the Bakery; requiring you to participate in marketing, promotional and related campaigns which may directly or indirectly impact your retail prices; and, otherwise mandating, directly or indirectly, the maximum and/or minimum retail prices which the Bakery may charge the public for the products and services it offers. We may engage in any such activity either periodically or throughout the Term. Further, we may engage in such activity only in certain geographic areas (cities, states, regions) and not others, or with regard to certain subsets of franchise owners and not others. You acknowledge that the prices we prescribe or suggest may or may not optimize the revenues or profitability of the Bakery and you irrevocably waive any and all claims arising from the establishment or suggestion of the Bakery's retail prices.

H. DISCOUNTS, GIVEAWAYS AND OTHER PROMOTIONS.

You acknowledge and agree that periodic discounts, giveaways and other promotions are an integral part of the System. Therefore, you agree to offer and participate in any required

discounts, giveaways and other promotions at your sole cost and expense, in accordance with our specifications. You further agree to honor the discounts, giveaways and other promotions offered by other The French Workshop Artisan Bakery franchise owners under any such program we establish, as long as such compliance does not contravene any applicable law, rule or regulation.

I. COMPLIANCE WITH SYSTEM STANDARDS.

You acknowledge and agree that operating and maintaining the Bakery according to System Standards are essential to preserve the goodwill of the Marks and all The French Workshop Bakeries. Therefore, you agree at all times to operate and maintain the Bakery according to all of our System Standards, as we periodically modify and supplement them, even if you believe that a System Standard, as originally issued or subsequently modified, is not in the System's or the Bakery's best interests. Although we retain the right to establish and periodically modify System Standards that you have agreed to maintain, you retain the right to and responsibility for the day-to-day management and operation of the Bakery and implementing and maintaining System Standards at the Bakery.

As examples, and without limitation, System Standards may regulate any one or more of the following, in addition to the items described in Subsections 8.A through 8.H above:

- (1) purchase, storage, preparation, handling, and packaging procedures and techniques for Menu Items and Proprietary Products; and inventory requirements for Proprietary Products and other products, services and supplies so that the Bakery may operate at full capacity;
- (2) terms and conditions of the sale and delivery of, and terms and methods of payment for, Proprietary Products, other products, and services that you obtain from us and affiliated and unaffiliated suppliers; and our and our affiliates' right not to sell you any Proprietary Products, or other products or to provide you with services, or to do so only on a "cash-on-delivery" or other basis, if you are in default under any agreement with us;
- (3) sales, marketing, advertising, promotional and loyalty programs and materials and media, including social media Websites, used in these programs ("social media" includes personal blogs, common social networks like Facebook, Instagram, or Pinterest professional networks like LinkedIn, live-blogging tools like Twitter, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools);
- (4) use and display of the Marks at the Bakery and on vehicles, napkins, boxes, bags, labels, forms, paper and plastic products, and other supplies;
- (5) issuing and honoring gift certificates;
- (6) staffing levels for the Bakery; identifying the Bakery's personnel; and employee qualifications, training, dress, and appearance (although you have sole

responsibility and authority concerning employee selection and promotion, hours worked, rates of pay and other benefits, work assigned, and working conditions);

(7) days and hours of operation;

(8) participation in market research and testing and product and service development programs and preparation of reports and other relevant information we may request regarding the market research, as well as participation in, and dues assessed for, advisory councils;

(9) accepting credit and debit cards, other payment systems, and check verification services;

(10) product sampling, including requirements regarding quantity and frequency;

(11) catering and delivery services and on-line customer ordering (to the extent we allow you to engage in these activities), including using only delivery sources dedicated to the Bakery;

(12) bookkeeping, accounting, data processing, and recordkeeping systems and forms; designated firms and vendors to assist with bookkeeping, accounting, data processing, and recordkeeping; formats, content, and frequency of reports to us of sales, revenue, financial performance, and condition; and giving us copies of tax returns and other operating and financial information concerning the Bakery;

(13) use of social media in connection with the Bakery's operation or otherwise referencing the System; and

(14) any other aspects of operating and maintaining the Bakery that we determine to be useful to preserve or enhance the efficient operation, image, or goodwill of the Marks and The French Workshop Bakeries.

You agree that you are obligated to comply with all System Standards we prescribe in the Operations Manual, or otherwise communicate to you in writing or another tangible form during the Term (for example, via System extranet or Website), as we periodically modify them.

J. MODIFICATION OF SYSTEM STANDARDS.

We periodically may modify System Standards, which may accommodate regional or local variations, and these modifications may obligate you to invest additional capital in the Bakery and/or incur higher operating costs. You agree to implement any changes in System Standards within the time period we request, whether they involve refurbishing or remodeling the Premises or any other aspect of the Bakery, buying new Operating Assets, adding new Menu Items and services, or otherwise modifying the nature of your operations, as if they were part of this Agreement as of the Effective Date.

9. MARKETING.

A. GRAND OPENING ADVERTISING.

You agree to spend a minimum of Five Thousand Dollars (\$5,000) (or such other sum as may be required by your lessor or the master lessor) to advertise and promote the Bakery during a grand opening period beginning four (4) weeks before the scheduled opening of the Bakery and ending four (4) weeks after the Bakery opens for business. You agree to comply with our guidelines for this grand opening advertising program. Notwithstanding the forgoing, we may, at our option, require you to provide any or all of the Five Thousand Dollars (\$5,000) directly to us before the grand opening period and we will spend such funds on your behalf to advertise and promote the Bakery during the grand opening period. If we require you to pay those funds to us directly, they will be fully earned by us when paid and will only be refundable if you do not open the Bakery and we have not yet spent them.

B. ADVERTISING AND DEVELOPMENT FUND.

Recognizing the value of advertising and marketing to the goodwill and public image of The French Workshop Bakeries, we have established an Advertising and Development Fund (the “Fund”) for the advertising, marketing, and public relations programs and materials we deem appropriate. You agree to contribute to the Fund the amounts we require as set forth in Subsection 3.E above.

We have the right to collect for deposit into the Fund any advertising, marketing, or similar allowances paid to us by suppliers who deal with The French Workshop Artisan Bakeries and with whom we have agreed that we will so deposit these allowances. (These payments are different from those which are not designated by suppliers to be used exclusively for advertising or similar purposes, and which we and our affiliates therefore may use for any purposes we and they deem appropriate, as provided in Subsection 8.C above.)

We will direct all programs that the Fund finances, with sole control over the creative concepts, materials, and endorsements used and their geographic, market, and media placement and allocation. The Fund may pay for preparing and producing video, audio, and written materials and electronic media; developing, implementing, and maintaining an electronic commerce Website and/or related strategies and efforts; social media strategy and execution; use of social media influencers; administering regional and multi-regional marketing and advertising programs, including, without limitation, purchasing trade journal, direct mail, and other media advertising and using advertising, promotion, and marketing agencies and other advisors to provide assistance; and supporting public relations, market research, and other advertising, promotion, and marketing activities.

The Fund may periodically give you samples of advertising, marketing, and promotional formats and materials at no cost. We will sell you multiple copies of these materials at our direct cost of producing them, plus any related shipping, handling, and storage charges.

We will account for the Fund separately from our other funds and not use the Fund for any of our general operating expenses. However, we may use the Fund to pay the reasonable salaries and benefits of personnel who manage and administer the Fund, the Fund's other administrative costs, travel expenses of personnel while they are on Fund business, meeting costs, overhead relating to Fund business, and other expenses that we incur in activities reasonably related to administering or directing the Fund and its programs, including, without limitation, conducting market research, public relations, preparing advertising, promotion, and marketing materials, and collecting and accounting for Fund contributions.

The Fund will not be our asset. Although the Fund is not a trust, we will hold all Fund contributions for the benefit of the contributors and use contributions only for the purposes described in this Subsection 9.B. We do not owe any fiduciary obligation to you for administering the Fund or any other reason. The Fund may spend in any fiscal year more or less than the total Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, pay back outstanding principal amounts borrowed in prior years from us or third parties, or invest any surplus for future use. We will use all interest earned on Fund contributions to pay costs before using the Fund's other assets.

We may prepare an annual, unaudited statement of Fund collections and expenses and give you the statement upon written request. We reserve the right, in our sole determination, to have the Fund audited annually at the Fund's expense by an independent certified public accountant. We may incorporate the Fund or operate it through a separate entity whenever we deem appropriate. The successor entity will have all of the rights and duties specified in this Subsection 9.B.

We intend the Fund to maximize recognition of the Marks and patronage of The French Workshop Bakeries. Although we will try to use the Fund to develop advertising and marketing materials and programs, and to place advertising and marketing, that will benefit all The French Workshop Bakeries, we need not ensure that Fund expenditures in or affecting any geographic area are proportionate or equivalent to Fund contributions by The French Workshop Artisan Bakeries operating in that geographic area or that any The French Workshop Artisan Bakery benefits directly or in proportion to its Fund contribution from the development of advertising and marketing materials or the placement of advertising and marketing.

We have the right, but no obligation, to use collection agents and institute legal proceedings to collect Fund contributions at the Fund's expense. We also may forgive, waive, settle, and compromise all claims by or against the Fund. Except as expressly provided in this Subsection 9.B, we assume no direct or indirect liability or obligation to you for collecting amounts due to, maintaining, directing, or administering the Fund.

We may at any time defer or reduce contributions of a The French Workshop Artisan Bakery franchise owner and, upon thirty (30) days' prior written notice to you, reduce or suspend Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Fund. If we terminate the Fund, we will distribute all unspent monies to our franchise owners, and to us and our affiliates, in proportion to their, and our, respective Fund contributions during the preceding twelve (12) month period. We may reinstate Fund

contributions upon the same terms and conditions set forth herein upon thirty (30) days' prior written notice to you.

C. **BY YOU.**

You agree to list and advertise the Bakery in at least one (1) online directory listing (e.g., Google or Yelp) as we designate or approve from time to time and at least one (1) recommended classified telephone directory distributed within the Bakery's market area (in the business classifications we prescribe at any time and from time to time) and to use an approved form of classified telephone directory advertisement. If other The French Workshop Artisan Bakeries are located within the directory's distribution area, we may require you to participate in a collective telephone directory advertisement with those other The French Workshop Artisan Bakeries and to pay your share of that collective advertisement.

In addition to your grand opening obligation in Subsection 9.A above and your Fund contribution obligations in Subsection 9.B above, you agree to spend, during the second month of the Term and in all subsequent months, a minimum of two percent (2%) of the Bakery's prior month's Gross Sales to advertise and promote the Bakery (this may include the costs of yellow pages advertising). Within thirty (30) days after the end of each month, you agree to send us, in the manner we prescribe, an accounting of your expenditures for local advertising and promotion during the preceding month. Alternatively, we may require that you provide us with an amount equal to the required local advertising expenditure in any month to spend on your behalf during that month on local advertising and promotion.

Your local advertising and promotion must follow our guidelines. All advertising and promotional materials that you develop for the Bakery must contain notices of our Website's domain name in the manner we designate. You may not develop, maintain, or authorize any Website that mentions or describes you or the Bakery or displays any of the Marks without our prior written approval. You agree that your advertising, promotion, and marketing will be completely clear, factual, and not misleading and conform to both the highest standards of ethical advertising and marketing and the advertising and marketing policies that we prescribe at any time and from time to time.

At least ten (10) business days before you plan on using them, you agree to send us or our designated agency for approval samples of all advertising, promotional, and marketing materials which we have not prepared or previously disapproved including, but not limited to, press releases and interviews for publication in any media. If you do not receive written approval within five (5) business days after we or our designated agency receives the materials, they are deemed to be disapproved. You may not use any advertising, promotional, or marketing materials that we have not approved or that we have (or were deemed) disapproved.

We have the right to require you to use one or more required suppliers for your local advertising and to require you to spend all or a portion of the required money you must spend on local advertising with required suppliers. We reserve the right to collect amounts directly from you via EFT to pay required suppliers.

D. COOPERATIVE ADVERTISING PROGRAMS.

We may designate an advertising coverage area (“ACA”) — local or regional — in which two (2) or more The French Workshop Artisan Bakeries are located in order to establish a cooperative advertising program (“Cooperative Program”) for that ACA. An ACA is the area covered by the particular advertising medium recognized in the industry. All franchise owners in the ACA will be required to participate. Each The French Workshop Artisan Bakery operating in the ACA will have one vote, including The French Workshop Artisan Bakeries operated by us or our affiliates.

Each Cooperative Program will be organized and governed in a form and manner, and begin operating on a date, that we determine in advance. Each Cooperative Program’s purpose is, with our approval, to administer advertising programs and develop promotional materials for the area the Cooperative Program covers. If we establish a Cooperative Program for the geographic area in which the Bakery is located, you must sign the documents we require to become a member of the Cooperative Program and participate in the Cooperative Program as those documents require.

If a Cooperative Program is established for your ACA, you will be required to contribute up to fifty percent (50%) of the local advertising requirement provided for under Subsection 9.C to the Cooperative Program weekly, monthly, or as otherwise specified by fifty-one percent (51%) or more of The French Workshop Artisan Bakeries operating in the ACA. You will not be required to contribute more than fifty percent (50%) of the local advertising requirement provided for under Subsection 9.C to the Cooperative Program unless fifty-one percent (51%) or more of The French Workshop Artisan Bakeries operating in the ACA, including any The French Workshop Artisan Bakeries operated by us or our affiliates, vote to increase the contributions of all The French Workshop Artisan Bakeries operating in the ACA in excess of fifty percent (50%) of the local advertising requirement provided for under Subsection 9.C. Any amounts you contribute to a Cooperative Program will count toward the percentage of Gross Sales you are required to spend under Subsection 9.C to promote the Bakery.

You agree to send us and the Cooperative Program any reports that we require. The Cooperative Program and its members may not use any advertising or promotional plans or materials without our prior written consent.

10. RECORDS, REPORTS, AND FINANCIAL STATEMENTS.

You agree to establish and maintain at your own expense a bookkeeping, accounting, and recordkeeping system conforming to the requirements and formats we prescribe at any time and from time to time. We may require you to use a Computer System to maintain certain sales data and other information and to report such information to us via a website or other means. You agree to give us in the manner and format that we prescribe at any time and from time to time:

- (a) within thirty (30) days at the latest after the end of each calendar quarter, the operating statements, financial statements, statistical reports, purchase records, and other information we request regarding you and the Bakery covering the previous calendar

quarter and the fiscal year to date, and you must certify these statements are true and correct;

(b) within sixty (60) days following the end of each fiscal year during the Term, annual profit and loss and source and use of funds statements and a balance sheet for the Bakery as of the end of the prior calendar year; and

(c) within thirty (30) days at the latest following your filing of tax returns for the Bakery, exact copies of federal and state income tax returns, sales tax returns, and any other forms, records, books, and other information we periodically require relating to the Bakery and the Franchise.

You agree to verify and sign each report and financial statement in the manner we prescribe. We may disclose data derived from these reports, although we will not without your consent (unless required by law) disclose your identity in any materials that we circulate publicly. Moreover, we may, as often as we deem appropriate (including on a daily basis), access the Computer System and retrieve all information relating to the Bakery's operation.

You agree to preserve and maintain all records in a secure location at the Bakery for at least three (3) years (including, but not limited to, sales checks, purchase orders, invoices, payroll records, customer lists, check stubs, sales tax records and returns, cash receipts and disbursement journals, and general ledgers). We may require you to have audited financial statements prepared annually during the Term.

11. INSPECTIONS AND AUDITS.

A. OUR RIGHT TO INSPECT THE BAKERY.

To determine whether you and the Bakery are complying with this Agreement and all System Standards, we and our designated agents or representatives may at all times and without prior notice to you: (1) inspect the Bakery; (2) photograph the Bakery and observe and videotape the Bakery's operation for consecutive or intermittent periods we deem necessary; (3) remove samples of any products and supplies; (4) interview the Bakery's personnel and customers; (5) inspect and copy any books, records, and documents relating to the Bakery's operation; (6) use "mystery shoppers" to assess the Bakery; and (7) use third parties to conduct health and safety compliance/audit services for the Bakery. You must pay us or our designated representative the actual costs associated with any such quality assurance inspections we and/or our designated agents or representatives conduct and any such "mystery shopper" programs we institute at the Bakery. You agree to cooperate with us and/or our designated representatives fully. If we exercise any of these rights, we will not interfere unreasonably with the Bakery's operation. You acknowledge that any evaluation or inspection that we or our designated agents or representatives conduct is conducted in order to protect our interests in the System and Marks and is not intended to exercise, and does not constitute, in whole or in part, control over the day-to-day operation of the Bakery and you agree to never contend otherwise.

B. OUR RIGHT TO AUDIT.

We may at any time during your business hours, and without prior notice to you, examine your (if you are an Entity) and the Bakery's business, bookkeeping, and accounting records, sales and income tax records and returns, and other records. You agree to cooperate fully with our representatives and independent accountants in any audit. If any audit discloses a failure by you to operate the Bakery in accordance with the System Standards, then we may require you to undertake additional training at the Bakery. We shall determine the duration of the training and the number of trainers in our sole discretion. You agree to pay us an amount equal to our then-current training fee per trainer per day plus all travel and living expenses which our trainers incur during such additional training. If an examination is necessary due to your failure to furnish reports, supporting records, or other information as required, or to furnish these items on a timely basis, you agree to reimburse us for the costs of the examination, including, without limitation, the charges of attorneys and independent accountants and the travel expenses, room and board, and compensation of our employees. These remedies are in addition to our other remedies and rights under this Agreement and applicable law.

12. TRANSFER.

A. BY US.

You acknowledge that we maintain a staff to manage and operate the System and that staff members can change as employees come and go. You represent that you have not signed this Agreement in reliance on any particular shareholder, director, officer, member or employee remaining with us in that capacity. We may change our ownership or form and/or assign this Agreement or any interest therein and any other agreement to a third party without restriction or notice to you. After our assignment of this Agreement to a third party who expressly assumes the obligations under this Agreement, we no longer will have any performance or other obligations under this Agreement.

B. BY YOU.

You understand and acknowledge that the rights and duties this Agreement creates are personal to you (or, if you are an Entity, to your owners) and that we have granted you the Franchise in reliance upon our perceptions of your (or your owners') individual or collective character, skill, aptitude, attitude, business ability, and financial capacity. Accordingly, none of the following may be transferred without our prior written approval: (i) this Agreement (or any interest in this Agreement); (ii) the Bakery (or any right to receive all or a portion of the Bakery's profits or losses or capital appreciation related to the Bakery); (iii) all or substantially all of the assets of the Bakery; (iv) any ownership interest in you (regardless of its size); or (v) any ownership interest in any of your owners (if such owners are legal entities). A transfer of the Bakery's ownership, possession, or control, or substantially all of its assets, may be made only

with a transfer of this Agreement. Any transfer without our approval is a breach of this Agreement and has no effect.

In this Agreement, the term “transfer” includes a voluntary, involuntary, direct, or indirect assignment, sale, gift, or other disposition. An assignment, sale, gift, or other disposition includes the following events:

- (a) transfer of ownership of capital stock, a partnership or membership interest, or another form of ownership interest;
- (b) merger or consolidation or issuance of additional securities or other forms of ownership interest;
- (c) any sale of a security convertible to an ownership interest;
- (d) transfer of an interest in you, this Agreement, the Bakery or all or substantially all of its assets, or your owners in a divorce, insolvency, or entity dissolution proceeding or otherwise by operation of law;
- (e) if you, one of your owners, or an owner of one of your owners dies, a transfer of an interest in you, this Agreement, the Bakery or all or substantially all of its assets, or your owner by will, declaration of or transfer in trust, or under the laws of intestate succession; or
- (f) pledge of this Agreement (to someone other than us) or of an ownership interest in you or your owners as security, foreclosure upon the Bakery, or your transfer, surrender, or loss of the Bakery’s possession, control, or management. You may grant a security interest (including a purchase money security interest) in the Bakery’s assets (not including this Agreement) to a lender that finances your acquisition, construction, and/or operation of the Bakery without having to obtain our prior written approval as long as you give us ten (10) days’ prior written notice.

C. CONDITIONS FOR APPROVAL OF TRANSFER.

If you (and your owners) are fully complying with this Agreement, then, subject to the other provisions of this Section 12, we will approve a transfer that meets all of the requirements in this Subsection 12.C.

If you are an entity, your owners may transfer a non-controlling ownership interest in you or your owners (determined as of the date on which the proposed transfer will occur) if: (i) the proposed transferee and its direct and indirect owners (if the transferee is an Entity) are of good character and otherwise meet our then applicable standards for The French Workshop Artisan Bakery franchise owners (including no ownership interest in or performance of services for a Competitive Business); (ii) you give us prior written notice of the transfer at least thirty (30) days before the proposed transfer, and later provide us final documentation of the consummated transfer; and (iii) you pay us a transfer fee of One Thousand Five Hundred Dollars (\$1,500) and

reimburse us, upon our demand at any time, for any costs we incur in connection with the proposed transfer (regardless of whether the proposed transfer actually transpires).

If you are an entity, your owners may transfer ownership interests in you to existing owners we have already approved if you pay us a transfer fee of One Thousand Five Hundred Dollars (\$1,500) and reimburse us, upon our demand at any time, for any costs we incur in connection with the proposed transfer (regardless of whether the proposed transfer actually transpires).

For any other proposed transfer (including a transfer of this Agreement, a transfer of a controlling ownership interest in you or one of your owners, or a transfer that is one of a series of transfers (regardless of the time period over which these transfers take place) which in the aggregate transfer this Agreement or a controlling ownership interest in you or one of your owners), all of the following conditions must be met before or concurrently with the effective date of the transfer:

- (1) the transferee submits to any background and credit checks we require and has sufficient business experience, aptitude, and financial resources to operate the Bakery;
- (2) you have paid all Royalties, Fund and Cooperative Program contributions, and other amounts owed to us, our affiliates, and third-party vendors; have submitted all required reports and statements; and have not violated any provision of this Agreement, the Lease, or any other agreement with us during both the sixty (60) day period before you requested our consent to the transfer and the period between your request and the effective date of the transfer;
- (3) neither the transferee nor its owners (if the transferee is an Entity) or affiliates have an ownership interest (direct or indirect) in or perform services for a Competitive Business;
- (4) the transferee (or its managing owner) satisfactorily completes our training program;
- (5) your lessor consents in writing to the transfer of the Lease or sublease of the Premises to the transferee (or, if we are subleasing the Premises to you under a sublease, the master lessor consents in writing to the transfer of the sublease to the transferee and the transferee agrees in writing to assume your obligations under the sublease);
- (6) any applicable agency or host or authority with jurisdiction over the Premises (such as an airport or an educational institution, if any) approves the transfer of this Agreement to the transferee;
- (7) the transferee shall (if the transfer is of this Agreement), or you shall (if the transfer is of a controlling ownership interest in you or one of your owners), sign our then current form of franchise agreement and related documents (including, without limitation, our then current form of Nondisclosure and Non-Competition Agreement and our then current form of Guaranty and Assumption of Obligations, if applicable), any and all of the

provisions of which may differ materially from any and all of those contained in this Agreement, including the Royalty and the Fund and Cooperative Program contributions, provided, however, that the execution of the new franchise agreement will terminate this Agreement (except for your guarantees, the post-termination obligations under this Agreement, and all other rights and obligations that survive termination or expiration of this Agreement), and the term of the new franchise agreement signed will expire on the expiration of this Agreement, unless we and the transferee otherwise agree in writing;

(8) you or the transferee pays us a transfer fee equal to (i) seventy-five percent (75%) of our then-current-current initial franchise fee, or (ii) if an existing The French Workshop franchise owner has a controlling ownership in the transferee, fifty percent (50%) of our then initial franchise fee;

(9) you (and your transferring owners) sign a general release, in a form satisfactory to us, of any and all claims against us and our shareholders, officers, directors, members, employees, and agents;

(10) we have determined that the purchase price and payment terms will not adversely affect the transferee's operation of the Bakery;

(11) if you or your owners finance any part of the purchase price, you and/or your owners agree that all of the transferee's obligations under promissory notes, agreements, or security interests reserved in the Bakery are subordinate to the transferee's obligation to pay Royalties, Fund contributions, and other amounts due to us, our affiliates, and third-party vendors and otherwise to comply with this Agreement;

(12) (a) you have corrected any existing deficiencies of the Bakery of which we have notified you on a punchlist or in other communications, and/or (b) the transferee agrees (if the transfer is of this Agreement) to upgrade, remodel, expand and/or refurbish the Bakery and to add or replace services, vehicles, equipment, Operating Assets and/or Proprietary Products, in accordance with our then current requirements and specifications for The French Workshop Artisan Bakeries within the time period we specify following the effective date of the transfer (we will advise the transferee before the effective date of the transfer of the specific actions that it must take and the time period within which such actions must be taken);

(13) you and your transferring owners (and your and your owners' spouses) will not, for two (2) years beginning on the transfer's effective date, engage in any of the activities proscribed in Subsection 15.D below; and

(14) you and your transferring owners will not directly or indirectly at any time or in any manner (except with respect to other The French Workshop Artisan Bakeries you own and operate) identify yourself or themselves or any business as a current or former The French Workshop Artisan Bakery or as one of our franchise owners; use any Mark, any colorable imitation of a Mark, or other indicia of a The French Workshop Artisan Bakery in any manner or for any purpose; or utilize for any purpose any trade name, trade

or service mark, or other commercial symbol that suggests or indicates a connection or association with us.

We may review all information regarding the Bakery that you give the transferee, correct any information that we believe is inaccurate, and give the transferee copies of any reports that you have given us or we have made regarding the Bakery. In addition, you agree to reimburse us, upon our demand at any time before or after the intended effective date of the proposed transfer, for any costs we incur in connection with any proposed transfer that is subject to the immediately preceding conditions (1) through (14), regardless of whether the proposed transfer actually transpires.

D. TRANSFER TO A WHOLLY-OWNED CORPORATION OR LIMITED LIABILITY COMPANY.

Despite Subsection 12.C above, if you are fully complying with this Agreement, you may transfer this Agreement to a corporation or limited liability company which conducts no business other than the Bakery and, if applicable, other The French Workshop Bakeries, in which you maintain management control, and of which you own and control one hundred percent (100%) of the equity and voting power of all issued and outstanding ownership interests, provided that all of the Bakery's assets are owned, and the Bakery's business is conducted, only by that single corporation or limited liability company. The corporation or limited liability company must expressly assume all of your obligations under this Agreement. Transfers of ownership interests in the corporation or limited liability company are subject to the conditions of Subsection 12.C above that otherwise apply to non-controlling transfers. You agree to remain personally liable under this Agreement as if the transfer to the corporation or limited liability company did not occur.

E. YOUR DEATH OR DISABILITY.

(1) **Transfer Upon Death or Disability.** Upon your or your Managing Owner's death or disability, your or the Managing Owner's executor, administrator, conservator, guardian, or other personal representative must transfer your interest in this Agreement, or the Managing Owner's ownership interest in you, to a third party (which may be your or the Managing Owner's heirs, beneficiaries, or devisees). That transfer must be completed within a reasonable time, not to exceed six (6) months from the date of death or disability, and is subject to all of the terms and conditions in this Section 12. A failure to transfer your interest in this Agreement or the Managing Owner's ownership interest in you within this time period is a breach of this Agreement.

The term "disability" means a mental or physical disability, impairment, or condition that is reasonably expected to prevent or actually does prevent you or the Managing Owner from supervising the Bakery's management and operation.

(2) **Operation Upon Death or Disability.** Upon your or the Managing Owner's death or disability, your or the Managing Owner's executor, administrator, conservator, guardian, or other personal representative must within a reasonable time, not

to exceed fifteen (15) days from the date of death or disability, appoint a manager. The manager must complete our standard training program at your expense. A new Managing Owner acceptable to us also must be appointed for the Bakery, and that new Managing Owner must complete our standard training program, within sixty (60) days after the date of death or disability.

If, in our judgment, the Bakery is not being managed properly any time after your or the Managing Owner's death or disability, we may, but need not, assume the Bakery's management (or appoint a third party to assume its management). All funds from the Bakery's operation while it is under our (or the third party's) management will be kept in a separate account, and all expenses will be charged to this account. We may charge you (in addition to the Royalty, Fund contributions, and other amounts due under this Agreement) ten percent (10%) of the Bakery's Gross Sales during such time as the Bakery is under our (or the third party's) management and our (or the third party's) direct out-of-pocket costs and expenses, if we (or a third party) assume the Bakery's management under this subparagraph. We (or a third party) have a duty to utilize only reasonable efforts and will not be liable to you or your owners for any debts, losses, or obligations the Bakery incurs, or to any of your creditors for any products, other assets, or services the Bakery purchases, while we (or a third party) manage it.

F. EFFECT OF CONSENT TO TRANSFER.

Our consent to a transfer of this Agreement and the Bakery, or any interest in you or your owners, is not a representation of the fairness of the terms of any contract between you and the transferee, a guarantee of the Bakery's or transferee's prospects of success, or a waiver of any claims we have against you (or your owners) or of our right to demand the transferee's full compliance with this Agreement.

G. OUR RIGHT OF FIRST REFUSAL.

If you (or any of your owners) at any time determine to sell or transfer for consideration an interest in this Agreement and the Bakery, or an ownership interest in you (except to or among your current owners, which is not subject to this Subsection 12.G), in a transaction that otherwise would be allowed under Subsections 12.B and C above, you (or your owners) agree to obtain from a responsible and fully disclosed buyer, and send us, a true and complete copy of a bona fide, executed written offer (which may include a letter of intent) relating exclusively to an interest in you or in this Agreement and the Bakery. The offer must include details of the payment terms of the proposed sale and the sources and terms of any financing for the proposed purchase price. To be a valid, bona fide offer, the proposed purchase price must be in a dollar amount, and the proposed buyer must submit with its offer an earnest money deposit equal to five percent (5%) or more of the offering price.

The right of first refusal process will not be triggered by a proposed transfer that would not be allowed under Subsections 12.B and C above. We may require you (or your owners) to send us copies of any materials or information sent to the proposed buyer or transferee regarding the possible transaction.

We may, by written notice delivered to you or your selling owner(s) within thirty (30) days after we receive both an exact copy of the offer and all other information we request, elect to purchase the interest offered for the price and on the terms and conditions contained in the offer, provided that:

- (1) we may substitute cash for any form of payment proposed in the offer (such as ownership interests in a privately-held entity);
- (2) our credit will be deemed equal to the credit of any proposed buyer (meaning that, if the proposed consideration includes promissory notes, we or our designee may provide promissory notes with the same terms as those offered by the proposed buyer);
- (3) we will have an additional thirty (30) days to prepare for closing after notifying you of our election to purchase; and
- (4) we must receive, and you and your owners agree to make, all customary representations and warranties given by the seller of the assets of a business or the ownership interests in a legal entity, as applicable, including, without limitation, representations and warranties regarding: (a) ownership and condition of and title to ownership interests and/or assets; (b) liens and encumbrances relating to ownership interests and/or assets; and (c) validity of contracts and the liabilities, contingent or otherwise, of the entity whose assets or ownership interests are being purchased.

If we exercise our right of first refusal, you and your selling owner(s) agree that, for two (2) years beginning on the closing date, you and they will be bound by the non-competition covenants contained in Subsection 15.D below. We have the unrestricted right to assign this right of first refusal to a third party, who then will have the rights described in this Subsection 12.G.

If we do not exercise our right of first refusal, you or your owners may complete the sale to the proposed buyer on the original offer's terms, but only if we otherwise approve the transfer in accordance with, and you (and your owners) and the transferee comply with the conditions in, Subsections 12.B and C above. This means that, even if we do not exercise our right of first refusal (whether or not it is properly triggered as provided above), if the proposed transfer otherwise would not be allowed under Subsections 12.B and C above, you (or your owners) may not move forward with the transfer at all.

If you do not complete the sale to the proposed buyer within sixty (60) days after we notify you that we do not intend to exercise our right of first refusal, or if there is a material change in the terms of the sale (which you agree to tell us promptly), we or our designee will have an additional right of first refusal during the thirty (30) day period following either the expiration of the sixty (60) day period or our receipt of notice of the material change(s) in the sale's terms, either on the terms originally offered or the modified terms, at our or our designee's option.

13. EXPIRATION OF THIS AGREEMENT.

A. YOUR RIGHT TO ACQUIRE A SUCCESSOR FRANCHISE.

If you meet certain conditions, then you will have the option to acquire two (2) additional consecutive successor Renewal Terms. Each of the Renewal Terms will be five (5) years in duration. The qualifications and conditions for the first Renewal Term are described below. The qualifications and conditions for the second Renewal Term will be described in the form of franchise agreement signed upon the expiration of this Agreement.

When this Agreement expires:

(1) if you (and each of your owners) have substantially complied with this Agreement during the Term; and

(2) if you (and each of your owners) are, both on the date you give us written notice of your election to acquire a successor franchise (as provided in Subsection 13.B below) and on the date on which the Renewal Term of the successor franchise would commence, in full compliance with this Agreement and all System Standards; and

(3) provided that (a) you maintain possession of and agree (regardless of cost) to remodel and/or expand the Bakery, add or replace improvements, services, vehicles, equipment, Operating Assets and/or Proprietary Products, and otherwise modify the Bakery as we require to comply with System Standards then applicable for new The French Workshop Bakeries, or (b) at your option, you secure a substitute premises that we accept and you construct those premises according to System Standards then applicable for The French Workshop Bakeries,

then you have the option to acquire a Renewal Term of five (5) years commencing immediately upon the expiration of this Agreement, plus a possible second Renewal Term of an additional five (5) years thereafter if you comply with our terms and conditions of renewal under the Successor Franchise Agreement. For each Renewal Term, you agree to sign the form of franchise agreement we then use to grant franchises for The French Workshop Artisan Bakeries (modified as necessary to reflect the fact that it is for a successor franchise), which may contain provisions that differ materially from any and all of those contained in this Agreement (each, a “Successor Franchise Agreement”). You must pay us a renewal fee of Five Thousand Dollars (\$5,000) upon signing a Successor Franchise Agreement in connection with your purchase of a successor Franchise for each Renewal Term.

If you (and each of your owners) are not, both on the date you give us written notice of your election to acquire a successor franchise and on the date on which the Renewal Term commences, in full compliance with this Agreement and all System Standards, then you acknowledge that we need not grant you a successor franchise, whether or not we had, or chose to exercise, the right to terminate this Agreement during the Term under Subsection 14.B

B. GRANT OF A SUCCESSOR FRANCHISE.

You agree to give us written notice of your election to acquire a successor franchise no more than two hundred twenty (220) days and no less than one hundred eighty (180) days before this Agreement expires. We agree to give you written notice of our decision (“Our Notice”):

- (1) to grant you a successor franchise;
- (2) to grant you a successor franchise on the condition that you correct existing deficiencies of the Bakery or in your operation of the Bakery; or
- (3) not to grant you a successor franchise based on our determination that you and your owners have not substantially complied with this Agreement during the Term or were not in full compliance with this Agreement and all System Standards on the date you gave us written notice of your election to acquire a successor franchise.

If applicable, Our Notice will:

- (a) describe the remodeling, expansion, improvements, and/or modifications required to bring the Bakery into compliance with then applicable System Standards for new The French Workshop Bakeries; and
- (b) state the actions you must take to correct operating deficiencies and the time period in which you must correct these deficiencies.

If we elect not to grant you a successor franchise, Our Notice will describe the reasons for our decision. If we elect to grant you a successor franchise, your right to acquire a successor franchise is subject to your full compliance with all of the terms and conditions of this Agreement through the date of its expiration, in addition to your compliance with the obligations described in Our Notice.

If Our Notice states that you must cure certain deficiencies of the Bakery or its operation as a condition to our granting you a successor franchise, we will give you written notice of our decision not to grant a successor franchise, based upon your failure to cure those deficiencies. If you fail to notify us of your election to acquire a successor franchise within the prescribed time period, we need not grant you a successor franchise.

C. AGREEMENTS/RELEASES.

If you satisfy all of the other conditions for a successor franchise, you and your owners agree to execute a Successor Franchise Agreement and any ancillary agreements we then customarily use in granting franchises for The French Workshop Artisan Bakeries (modified as necessary to reflect the fact that it is for a successor franchise), which may contain provisions that differ materially from any and all of those contained in this Agreement. You and your owners further agree to sign our current form of general release of any and all claims against us and our affiliates, shareholders, officers, directors, members, employees, agents, successors, and assigns. We will consider your or your owners’ failure to sign these agreements and releases and to deliver

them to us for acceptance and execution within thirty (30) days after their delivery to you to be an election by you not to acquire a successor franchise for the first Renewal Term of five (5) years.

14. TERMINATION OF AGREEMENT.

A. BY YOU.

If you and your owners are fully complying with this Agreement and we materially fail to comply with this Agreement and do not correct the failure within thirty (30) days after you deliver to us written notice of the material failure or, if we cannot correct the failure within thirty (30) days, do not give you within thirty (30) days after your notice reasonable evidence of our effort to correct the failure within a reasonable time (which may extend beyond that thirty (30) days), you may terminate this Agreement effective an additional thirty (30) days after you deliver to us written notice of termination. (The time period during which we may cure any alleged material failure to comply with this Agreement after your delivery of notice is called the “Cure Period.”) However, if we send you written notice during the Cure Period indicating that either (1) we do not agree that we have materially failed to comply with this Agreement or (2) we have fully corrected the failure, then you may not terminate this Agreement. If you disagree with our position and still wish to terminate this Agreement, you must commence an arbitration proceeding seeking a declaration of your right to terminate this Agreement.

This Agreement will remain in full force and effect during the arbitration proceeding (unless we terminate it under Subsection 14.B below). If the arbitrator determines that we are materially failing to comply with this Agreement, or that we did not fully correct a material failure to comply, we will have an additional thirty (30) days following the arbitrator’s ruling to correct the failure. If we fail to do so, then you may terminate this Agreement effective an additional thirty (30) days after you deliver to us written notice of termination.

Your termination of this Agreement other than according to this Subsection 14.A will be deemed a termination without cause and a breach of this Agreement.

B. BY US.

We may terminate this Agreement, effective upon delivery of written notice of termination to you, if:

(1) you (or any of your owners) have made or make any material misrepresentation or omission in acquiring the Franchise or operating the Bakery;

(2) you do not submit and receive our acceptance of a site within the time period prescribed in Section 2.A of this Agreement.

(3) you do not submit for our acceptance a Lease or purchase document for, an acceptable site within the Designated Area for the Premises within the time period prescribed in Subsection 2.B of this Agreement, or deliver a fully-signed copy of any signed Lease that includes our prescribed Lease Addendum within seven (7) days after their execution;

(4) you do not complete construction of the Bakery within the time period prescribed in Subsection 2.C of this Agreement;

(5) you do not open the Bakery for business within the time period prescribed in Subsection 2.F of this Agreement;

(6) you (or your Managing Owner) and the Bakery Manager do not satisfactorily complete the initial training program;

(7) you abandon or fail actively to operate the Bakery for three (3) or more consecutive business days, unless such abandonment or failure is for a purpose we approve or because of casualty or government order;

(8) you (or your owners) make or attempt to make any transfer in violation of Section 12;

(9) you (or any of your owners) are or have been convicted by a trial court of, or plead or have pleaded no contest to, a felony, crime or other offense involving moral turpitude, or any other crime or offense which we reasonably believe adversely affects the System's reputation or the goodwill associated with the Marks;

(10) you fail to maintain the insurance we require and do not correct the failure within ten (10) days after we deliver written notice of that failure to you;

(11) you (or any of your owners) engage in any dishonest or unethical conduct which, in our opinion, adversely affects the Bakery's reputation or the goodwill associated with the Marks;

(12) you, any of your owners, representatives, or employees make any illicit statements, including in an email to our employees, officers, or directors, or in any social media posts, or any other unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, gambling-related, drug-related, alcohol-related, profane, racist, sexually explicit or indecent comments that in our opinion negatively affects us, our employees, our operations or otherwise affects the Bakery's reputation or the goodwill associated with the Marks;

(13) you make any representation or warranty on our behalf that has not been specifically authorized in writing by us;

(14) you lose the right to occupy the Premises and fail (a) to begin immediately to look for a substitute site or (b) to locate a substitute site, and to begin operating the Bakery from that substitute site, within the time period prescribed in Subsection 2.B of this Agreement;

(15) you (or any of your owners) knowingly make any unauthorized use or disclosure of any part of the Operations Manual or any other Confidential Information;

(16) you violate any health, safety, or sanitation law, ordinance, or regulation, or operate the Bakery in an unsafe manner, and do not begin to cure the violation immediately, and correct the violation within seventy-two (72) hours, after you receive notice from us or any other party;

(17) you interfere with our right to inspect the Bakery, or observe or videotape its operation, as provided in Section 11;

(18) you fail to pay us (or our affiliates) any amounts due and you do not correct the failure within ten (10) days after we deliver written notice of that failure to you;

(19) you fail to pay when due any amounts owed to The French Workshop vendors or suppliers;

(20) you fail to pay when due any federal or state income, service, sales, or other taxes due on the Bakery's operation, unless you are in good faith contesting your liability for these taxes;

(21) you (or any of your owners) (a) fail on three (3) or more separate occasions within any twelve (12) consecutive month period to comply with this Agreement, whether or not we notify you of the failures, and, if we do notify you of the failures, whether or not you correct the failures after our delivery of notice to you; or (b) fail on two (2) or more separate occasions within any six (6) consecutive month period to comply with the same obligation under this Agreement, whether or not we notify you of the failures, and, if we do notify you of the failures, whether or not you correct the failures after our delivery of notice to you;

(22) you make an assignment for the benefit of creditors or admit in writing your insolvency or inability to pay your debts generally as they become due; you consent to the appointment of a receiver, trustee, or liquidator of all or the substantial part of your property; the Bakery is attached, seized, subjected to a writ or distress warrant, or levied upon, unless the attachment, seizure, writ, warrant, or levy is vacated within thirty (30) days; or any order appointing a receiver, trustee, or liquidator of you or the Bakery is not vacated within thirty (30) days following the order's entry;

(23) you or any of your owners fail to comply with Section 19 of this Agreement, or your or any of your owners' assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities;

(24) you knowingly maintain false books or records, or submit any false reports to us;

(25) you refuse to permit us to inspect the Bakery's books, records, or accounts upon request;

(26) you (or any of your owners or affiliates) are in default or breach of the Lease and you do not correct the default or breach within the applicable cure period provided under the Lease, if any;

(27) we (or any of our owners or affiliates) terminate any other agreement between you (or any of your owners and affiliates) and us (or any of our owners or affiliates) due to your (or any of your owners' or affiliates') failure to comply with the terms of such agreement;

(28) you (or any of your owners) fail to comply with any other provision of this Agreement or any System Standard and do not correct the failure within thirty (30) days after we deliver written notice of the failure to you; or

(29) you fail to maintain sufficient funds in the EDTA to cover any amount owed (or, if you are paying by check and a check is returned for insufficient funds) for at least three (3) separate charges within any twelve (12) month period.

C. OUR ALTERNATE REMEDIES UPON YOUR DEFAULT.

In addition to, and without limiting, our other rights and remedies under this Agreement, any other agreement or applicable law, upon the occurrence of any event giving rise to our right to terminate this Agreement under the preceding Subsection 14.B, we may instead elect, at our sole option and upon delivering providing you written notice, to take any or all of the following actions without terminating this Agreement:

(1) temporarily or permanently reduce the size of the Territory, in which case the restrictions on us or our affiliates under Section 1 above will not apply in any geographic area removed from the preceding territorial boundaries;

(2) temporarily remove information concerning the Bakery from any Website or extranet operated for the network of The French Workshop Bakeries, and/or restrict your or the Bakery's participation in other programs or benefits offered on or through any such Website or extranet;

(3) require you to engage a third-party accounting firm we approve to conform to the bookkeeping, accounting, reporting and recordkeeping system requirements and formats we prescribe;

(4) require you to pay us One Thousand Dollars (\$1,000) for each day the condition giving rise to our right to terminate continues to exist to help offset our increased administrative expenses associated with your failure to comply with the terms of this Agreement;

(5) suspend your and the Bakery's right to participate in any advertising, marketing, promotional, or public relations programs that we or the Fund provide, authorize, or administer; or

(6) assume, or appoint a third party to assume, management of the Bakery in the manner provided in Subsection 14.F below.

D. CROSS DEFAULT.

Any default or breach by you (or any of your owners), or your affiliate (or any of your owner's affiliates) of any other agreement with us or our affiliate will be considered an event of default under this Agreement, and any default or breach by you (or any of your owners) of this Agreement will be considered an event of default or breach by you under any and all agreements between us or our affiliate and you (or any of your owners), or your affiliate (or any of your owner's affiliates). If the nature of the default under any other agreement would have been considered an event of default under this Agreement, then we or our affiliate will have the right to terminate all other agreements between us or our affiliate and you (or any of your owners), or your affiliate (or any of your owner's affiliates) in accordance with the termination provisions of this Agreement.

E. FAILURE TO CURE MAY BE DEEMED TERMINATION BY YOU.

Your failure to cure timely any breach by you of this Agreement about which we have provided you notice (and opportunity to cure, if applicable) pursuant to Subsection 14.B above, including but not limited to your failure to pay overdue Royalties, Fund contributions, or any other amounts due and owing to us or our affiliates under this Agreement, may be irrevocably deemed a unilateral rejection and termination by you of this Agreement and all related agreements between you and us or our affiliates, even if we ultimately issue a formal notice of such termination, and you shall never contend or complain otherwise.

F. ASSUMPTION OF MANAGEMENT.

We have the right (but not the obligation), under the circumstances described below, to enter the Premises and assume the Bakery's management (or to appoint a third party to assume its management) for any period of time we deem appropriate. If we (or a third party) assume the Bakery's management under subparagraphs (1) and (2) below, you agree to pay us (in addition to the Royalty, Fund contributions, and other amounts due under this Agreement) ten percent (10%) of the Bakery's Gross Sales during such time as the Bakery is under our (or the third party's) management and our (or the third party's) direct out-of-pocket costs and expenses, if we (or a third party) assume the Bakery's management under this Subsection 14.F.

If we (or a third party) assume the Bakery's management, you acknowledge that we (or the third party) will have a duty to utilize only reasonable efforts and will not be liable to you or your owners for any debts, losses, or obligations the Bakery incurs, or to any of your creditors for any supplies, products, or other assets or services the Bakery purchases, while we (or the third party) manage it.

We (or a third party) may assume the Bakery's management under the following circumstances: (1) if you abandon or fail actively to operate the Bakery; (2) if you fail to comply with any provision of this Agreement or any System Standard and do not cure the failure within

the time period we specify in our notice to you; or (3) if this Agreement expires or is terminated and we are deciding whether to exercise our option to purchase the Bakery under Subsection 15.E below.

Any exercise of our rights under subparagraphs (1) or (2) above in this Subsection 14.F will not affect our right to terminate this Agreement under Subsection 14.B above.

15. OUR AND YOUR RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT.

A. PAYMENT OF AMOUNTS OWED TO US.

(1) Immediately upon termination or expiration of this Agreement, and on any later date that we determine the amounts due to us, you shall pay us all Royalties, Fund contributions, interest, and all other amounts owed to us (and our affiliates) which then are unpaid.

(2) If this Agreement is terminated before its Term expires pursuant to Subsections 14.B, 14.D, or 14.E above, then you acknowledge and confirm that we will suffer and incur substantial damages because this Agreement did not continue for the Term's full length. Accordingly, you agree to pay us for all damages, costs, expenses, attorneys' and experts' fees directly or indirectly related thereto, including, without limitation, lost Royalties, lost Fund contributions, lost profits, loss of goodwill and damage to our Marks and reputation, lost opportunities, travel and personnel costs, expenses that we may incur in constructing or finding another franchise owner to construct a new The French Workshop Artisan Bakery in the Territory, and any other lost payments or benefits we would have received for the balance of the Term after the effective date of termination (collectively, "Brand Damages"). You further acknowledge and agree that your obligation to pay Brand Damages resulting from early termination shall be in addition to (not in lieu of) your post-termination obligations to pay other amounts due as of the date of termination (as contemplated under the preceding Subsection (1) above) and to otherwise comply with the entirety of Section 15 hereof, and that the Brand Damages shall not be deemed a penalty for early termination but instead reasonable compensation to us for your failure to perform under this Agreement during the remainder of the Term.

(3) Your foregoing payment obligations arising under Subsections (1) and (2) above will give rise to, and remain until paid in full, a lien in our favor: (i) against any and all assets, property, furnishings, equipment, signs, fixtures and inventory owned by you or the Bakery at the time of termination or expiration; and (ii) against any payment obligation you may allege we have to you, any of your money we are holding, or any other amounts of yours which are otherwise in our possession on or after the effective date of termination or expiration. Our rights and your obligations under this Subsection 15.A shall survive termination or expiration of this Agreement until they are satisfied or later expire by their terms.

B. **MARKS.**

When this Agreement expires or is terminated:

(1) you may not directly or indirectly at any time or in any manner (except with other The French Workshop Artisan Bakeries you own and operate) identify yourself or any business as a current or former The French Workshop Artisan Bakery or as one of our current or former franchise owners; use any Mark, any colorable imitation of a Mark, or other indicia of a The French Workshop Artisan Bakery in any manner or for any purpose; or use for any purpose any trade name, trade or service mark, or other commercial symbol that indicates or suggests a connection or association with us;

(2) you agree to discontinue the use of any Website and social media used in connection with the Bakery or otherwise referring to the Marks or The French Workshop Bakeries.

(3) you agree, at your expense, to take the action required to cancel all fictitious or assumed name or equivalent registrations relating to your use of any Mark;

(4) you agree, at your expense, to deliver to us within thirty (30) days all signs, sign-faces, sign-cabinets, marketing materials, forms, and other materials containing any Mark or otherwise identifying or relating to a The French Workshop Artisan Bakery that we request and allow us, without liability to you or third parties for trespass or any other claim, to enter the Premises and remove these items from the Bakery;

(5) if we do not have or do not exercise an option to purchase the Bakery under Subsection 15.E below, you agree promptly and at your own expense to make the alterations we specify in our Operations Manual (or otherwise) to distinguish the Bakery clearly from its former appearance and from other The French Workshop Artisan Bakeries in order to prevent public confusion;

(6) you agree to notify within five (5) days the telephone company, all telephone directory publishers and all online listings (e.g., Google and Yelp) of the termination or expiration of your right to use any telephone, facsimile, or other numbers, telephone directory listings and email addresses associated with any Mark; to authorize the transfer of these numbers and directory listings to us or at our direction; and/or to instruct the telephone company to forward all calls made to your numbers to numbers we specify. If you fail to do so, we may take whatever action and sign whatever documents we deem appropriate on your behalf to effect these events; and

(7) you agree to give us, within thirty (30) days after the expiration or termination of this Agreement, evidence satisfactory to us of your compliance with these obligations.

C. **CONFIDENTIAL INFORMATION.**

You agree that, when this Agreement expires or is terminated, you will immediately (1) cease using any of our Confidential Information (including computer software or similar technology and digital passwords and identifications that we have licensed to you or that otherwise are proprietary to us or the System) in any business or otherwise; (2) return to us all copies of the Operations Manual and any other confidential materials that we have provided you for your use during the Term; and (3) immediately deliver to us all training or other manuals furnished to you for your use during the Term (including the Operations Manual and any supplements to the Operations Manual), computer software and database material, customer lists, records and files, documents, instructions, display items, advertising and promotional material, any and all materials, signs and related items which bear our Marks or slogans and insignias and designs, advertising contracts, forms and other materials or property of ours, and any copies of them in your possession which relate to the operation of the Bakery. You may retain no copy or record of any of these items, except for your copy of this Agreement, any correspondence between the parties and any other documents which you reasonably need for compliance with any provision of law. You agree that the foregoing items, materials, customer lists, files, software and other similar items are at all times considered to be our property for all purposes.

D. **COVENANT NOT TO COMPETE.**

(1) Upon

(a) our or your termination of this Agreement according to its terms and conditions,

(b) your termination of this Agreement without cause, or

(c) expiration of this Agreement (if we offer, but you elect not to acquire, a successor franchise, or if we do not offer you a successor franchise due to your failure to satisfy the conditions for a successor franchise set forth in Section 13),

you and your owners agree that, for two (2) years beginning on the earlier of the effective date of termination or expiration of this Agreement, neither you nor any of your owners will have any direct or indirect interest (e.g., through a spouse) as an owner (whether of record, beneficially, or otherwise), investor, partner, director, officer, employee, consultant, representative, or agent in any Competitive Business (as defined in Section 7 above) located or operating:

(i) at the Premises;

(ii) within the Territory;

(iii) within a fifteen (15) mile radius of the Territory; or

(iv) within fifteen (15) miles of any other The French Workshop Artisan Bakery in operation or under construction on the later of the

effective date of the termination or expiration of this Agreement or the date on which all persons restricted by this Subsection 15.D begin to comply with this Subsection 15.D.

(2) The restrictions above in this Subsection 15.D also apply after transfers, as provided in Subsection 12.C(13) above. If any person restricted by this Subsection 15.D refuses voluntarily to comply with these obligations, the two (2) year period for that person will commence with the entry of a court order enforcing this provision. The two (2) year period will be tolled, if applicable, for the period during which a restricted person is in breach of this Subsection 15.D and will resume when that person begins or resumes compliance. You and your owners expressly acknowledge that you possess skills and abilities of a general nature and have other opportunities for exploiting these skills. Consequently, our enforcing the covenants made in this Subsection 15.D will not deprive you of your personal goodwill or ability to earn a living.

E. **OUR RIGHT TO PURCHASE CERTAIN ASSETS OF THE BAKERY.**

Upon either party's termination of this Agreement, or upon expiration of this Agreement without renewal, we shall have the right and option, but not the obligation, to purchase the equipment, furnishings, and accessories from the Bakery at a purchase price equal to its then-current book value determined using the straight-line method of depreciation. If we elect to exercise this option, we will deliver written notice to you of our election within thirty (30) days after the date of termination or expiration of this Agreement. We will have the right to inspect the equipment, furnishings, and accessories at any time during this thirty (30) day period. If we elect to purchase the equipment, furnishings, and accessories, we will be entitled to, and you must provide, all customary warranties and representations relating to the equipment, furnishings, and accessories to be purchased, including, without limitation, representations and warranties as to the maintenance, function and condition of the equipment, furnishings, and accessories and your good title to those items (including that you own each item free and clear of any liens and encumbrances), the validity of contracts and agreements, and the liabilities affecting the equipment, furnishings, and accessories, contingent or otherwise. You and your owners further agree to execute general releases, in a form satisfactory to us, of any and all claims against us and our shareholders, officers, directors, employees, agents, successors and assigns. You shall deliver the equipment to us within thirty (30) days of receipt of our written notice to you of our election to purchase.

Regardless of whether or not we exercise our right to purchase the equipment, furnishings, and accessories under this Subsection 15.E, we shall have the option, exercisable upon written notice to you within thirty (30) days after the date of termination or expiration of this Agreement, to repurchase some or all (at our option) of the Menu Items and Proprietary Products and other products then owned by you. We have the unrestricted right to assign this option to purchase. The purchase price of all products will be as agreed upon by the parties, provided that the purchase price shall not exceed the prices paid by you for such Menu Items and Proprietary Products and other products (less any freight and insurance charges). All purchase prices are freight-on-board ("F.O.B.") our premises. We may set off against the purchase price any and all amounts you then owe to us, if applicable.

F. CONTINUING OBLIGATIONS.

All of our and your (and your owners') obligations which expressly or by their nature survive this Agreement's expiration or termination will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire.

16. RELATIONSHIP OF THE PARTIES/INDEMNIFICATION.

A. INDEPENDENT CONTRACTORS.

You and we understand and agree that this Agreement does not create a fiduciary relationship between you and us, that you and we are and will be independent contractors, and that nothing in this Agreement is intended to make either you or us a general or special agent, joint venturer, partner, or employee of the other for any purpose. You agree to identify yourself conspicuously in all dealings with customers, suppliers, public officials, Bakery personnel, and others as the Bakery's owner under a franchise we have granted and to place notices of independent ownership on the forms, business cards, stationery, advertising, and other materials we require at any time and from time to time.

None of your employees or other personnel will be considered to be our employees or personnel. Neither you nor any of your employees or personnel whose compensation you pay may in any way, directly or indirectly, expressly or by implication, be construed to be our employee or personnel for any purpose, most particularly with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any city, state, provincial, or federal governmental agency. We will not have the power to hire or fire your employees or personnel. You expressly agree, and will never contend otherwise, that our authority under this Agreement to certify certain of your employees or personnel for qualification to perform certain functions for the Bakery does not directly or indirectly vest in us the power to hire, fire or control any such employee. You acknowledge and agree, and will never contend otherwise, that you alone will exercise day-to-day control over all operations, activities and elements of the Bakery and that under no circumstance shall we do so or be deemed to do so. You further acknowledge and agree, and will never contend otherwise, that the various requirements, restrictions, prohibitions, specifications and procedures of the System which we are required to comply with under this Agreement, whether set forth in the Operations Manual or otherwise, do not directly or indirectly constitute, suggest, infer or imply that we control any aspect or element of the day-to-day operations of the Bakery, which you alone control, but only constitute standards you must adhere to when exercising your control of the day-to-day operations of the Bakery.

B. NO LIABILITY FOR ACTS OF OTHER PARTY.

We and you may not make any express or implied agreements, warranties, guarantees, or representations, or incur any debt, in the name or on behalf of the other or represent that our respective relationship is other than franchisor and franchise owner. We will not be obligated for any damages to any person or property directly or indirectly arising out of the Bakery's operation or the business you conduct under this Agreement.

C. **TAXES.**

We will have no liability for any sales, use, service, occupation, excise, gross receipts, income, property, or other taxes, whether levied upon you or the Bakery, due to the business you conduct (except for our income taxes). You are responsible for paying these taxes and must reimburse us for any taxes that we must pay to any state taxing authority on account of either your operation or payments that you make to us.

D. **INDEMNIFICATION.**

You agree to indemnify, defend, and hold harmless us, our affiliates, and our and their respective affiliates, shareholders, members, managers, directors, partners, officers, employees, agents, successors, and assignees (the “Indemnified Parties”) against, and to reimburse any one or more of the Indemnified Parties for, all claims, obligations, and damages directly or indirectly arising out of the Bakery’s operation, employment matters in connection with the Bakery, the business you conduct under this Agreement, or your breach of this Agreement, including, without limitation, those alleged to be or found to have been caused by the Indemnified Party’s negligence, unless (and then only to the extent that) the claims, obligations, or damages are determined to be caused solely by our gross negligence or willful misconduct in a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction. You agree to give us and the Indemnified Parties written notice of any action, suit, proceeding, claim, demand, inquiry or investigation that could be the basis for a claim for indemnification by any of the Indemnified Parties within three (3) days of your actual or constructive knowledge of it. The Indemnified Parties shall have the right, in their sole discretion to: (i) retain counsel of their own choosing to represent them with respect to any claim; and (ii) control the response thereto and the defense thereof, including the right to enter into settlements or take any other remedial, corrective, or other actions. You agree to give your full cooperation to the Indemnified Parties in assisting the Indemnified Parties with the defense of any such claim, and to reimburse the Indemnified Parties for all of their costs and expenses in defending any such claim, including court costs and reasonable attorneys’ fees, within ten (10) days of the date of each invoice delivered by the Indemnified Parties to you enumerating such costs, expenses and attorneys’ fees.

For purposes of this indemnification, “claims” include all obligations, damages (actual, consequential, or otherwise), and costs that any Indemnified Party reasonably incurs in defending any claim against it, including, without limitation, reasonable accountants’, arbitrators’, attorneys’, and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation, arbitration, or alternative dispute resolution is commenced.

This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement’s expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its or their losses and expenses, in order to maintain and recover from third parties fully a claim against you under this subparagraph. You agree that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover from you under this subparagraph. Your or any of the other Indemnified Parties’ undertaking of defense and/or settlement will in no way diminish your

obligation to indemnify us and the other Indemnified Parties and to hold us and any of the Indemnified Parties harmless.

17. ENFORCEMENT.

A. SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS.

Except as expressly provided to the contrary in this Agreement, each section, paragraph, term, and provision of this Agreement is severable, and if, for any reason, any part is held to be invalid or contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency, or tribunal with competent jurisdiction, that ruling will not impair the operation of, or otherwise affect, any other portions of this Agreement, which will continue to have full force and effect and bind the parties.

If any covenant which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable if modified, you and we agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant's validity.

If any applicable and binding law or rule of any jurisdiction requires more notice than this Agreement requires of this Agreement's termination or of our refusal to enter into a Successor Franchise Agreement, or some other action that this Agreement does not require, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any System Standard is invalid, unenforceable, or unlawful, the notice and/or other action required by the law or rule will be substituted for the comparable provisions of this Agreement, and we may modify the invalid or unenforceable provision or System Standard to the extent required to be valid and enforceable or delete the unlawful provision in its entirety. You agree to be bound by any promise or covenant imposing the maximum duty the law permits which is subsumed within any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement.

B. WAIVER OF OBLIGATIONS.

We and you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice to the other or another effective date stated in the notice of waiver. Any waiver granted will be without prejudice to any other rights we or you have, will be subject to continuing review, and may be revoked at any time and for any reason effective upon delivery of ten (10) days' prior written notice.

We and you will not waive or impair any right, power, or option this Agreement reserves (including, without limitation, our right to demand exact compliance with every term, condition, and covenant or to declare any breach to be a default and to terminate this Agreement before its term expires) because of any custom or practice at variance with this Agreement's terms; our or your failure, refusal, or neglect to exercise any right under this Agreement or to insist upon the

other's compliance with this Agreement, including, without limitation, any System Standard; our waiver of or failure to exercise any right, power, or option, whether of the same, similar, or different nature, with other The French Workshop Bakeries; the existence of franchise agreements for other The French Workshop Artisan Bakeries which contain provisions different from those contained in this Agreement; or our acceptance of any payments due from you after any breach of this Agreement. No special or restrictive legend or endorsement on any check or similar item given to us will be a waiver, compromise, settlement, or accord and satisfaction. We are authorized to remove any legend or endorsement, which then will have no effect.

Neither we nor you will be liable for loss or damage or be in breach of this Agreement if our or your failure to perform our or your obligations results from: (1) compliance with the orders, requests, regulations, or recommendations of any federal, state, or municipal government; (2) acts of God; (3) fires, strikes, embargoes, war, acts of terrorism or similar events, or riot; or (4) any other similar event or cause. Any delay resulting from any of these causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, except that these causes will not excuse payments of amounts owed at the time of the occurrence or payment of Royalties or Fund and Cooperative contributions due afterward.

C. COSTS AND ATTORNEYS' FEES.

If we incur costs and expenses due to your failure to pay when due amounts owed to us, to submit when due any reports, information, or supporting records, or otherwise to comply with this Agreement, you agree, whether or not we initiate a formal legal proceeding, to reimburse us for all of the costs and expenses that we incur, including, without limitation, reasonable accounting, attorneys', arbitrators', and related fees.

D. RIGHTS OF PARTIES ARE CUMULATIVE.

Our and your rights under this Agreement are cumulative, and our or your exercise or enforcement of any right or remedy under this Agreement will not preclude our or your exercise or enforcement of any other right or remedy which we or you are entitled by law to enforce.

E. MEDIATION.

Except as otherwise provided herein, if a dispute arises out of or relates to this Agreement, the breach hereof, the rights and obligations of the parties hereto, or the making, interpretation, or performance of either party under this Agreement, the parties agree first to try in good faith to settle the dispute by mediation administered by non-binding mediation administered by the American Arbitration Association in accordance with its Commercial Mediation Rules before resorting to arbitration or litigation in accordance with the terms of this Agreement. Such mediation shall take place before a sole mediator at a location we designate in the city in which our then current principal business address is located (currently, New York, New York). The parties shall each bear all of their own costs of mediation; provided, however, the fees of the mediator shall be divided equally between you and us. All aspects of the mediation, including statements made and documents produced within the mediation, will be confidential in nature and will not be admissible in any subsequent arbitration or other legal proceeding. If the matter is not

settled by mediation within thirty (30) days of the commencement of the mediation, or such further period as the parties shall agree in writing, the matter shall be referred to arbitration as described in Subsection 17.F below. The parties hereto agree that mediation shall not be required with respect to: (a) any claim or dispute involving any payment obligation of us that is more than thirty (30) days past due; (b) any claim or dispute involving actual or threatened disclosure or misuse of our Confidential Information; (c) any claim or dispute involving the ownership, validity, or use of the Marks; (d) any claim or dispute involving the insurance or indemnification provisions of this Agreement; (e) any claim or dispute involving a non-curable default; (f) any claim or dispute involving your failure to comply with our System Standards; or (g) any action by us to enforce the covenants set forth in Section 7 or Subsection 15.D of this Agreement.

The object of any mediation subject to this Subsection 17.E is to assist the parties in reaching a mutually acceptable resolution of the dispute. Such mediation will, in all circumstances, be consistent with the rights and obligations created by this Agreement and will not be premised on the derogation or diminution of those rights or disregard of those rights.

F. ARBITRATION.

Subject to the parties' obligation to mediate certain controversies, disputes and claims pursuant to Subsection 17.E above, we and you agree that all controversies, disputes, or claims between us and our affiliates, and our and their respective shareholders, officers, directors, agents, and/or employees, and you (and/or your owners, guarantors, affiliates, and/or employees) arising out of or related to:

- (1) this Agreement or any other agreement between you and us or your or our respective affiliates
- (2) our relationship with you;
- (3) the scope and validity of this Agreement or any other agreement between you and us or any provision of such agreements (including the validity and scope of the arbitration obligations under this Subsection 17.F, which the parties acknowledge is to be determined by an arbitrator and not a court); or
- (4) any System Standard;

must be submitted for binding arbitration, on demand of either party, to the American Arbitration Association. The arbitration proceedings will be conducted by one arbitrator and, except as this Subsection 17.F otherwise provides, according to the then current commercial arbitration rules of the American Arbitration Association. All proceedings will be conducted at a suitable location chosen by the arbitrator in the city in which our then current principal business address is located (currently, New York, New York). All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Except as expressly provided otherwise in the remainder of this Section 17, judgment upon the arbitrator's award may be entered in any court of competent jurisdiction.

The arbitrator has the right to award or include in his or her award any relief which he or she deems proper, including, without limitation, money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief, and attorneys' fees and costs, provided that the arbitrator may not declare any Mark generic or otherwise invalid or, except as expressly provided in Subsection 17.I below, award any punitive or exemplary damages against either party (we and you hereby waiving to the fullest extent permitted by law, except as expressly provided in Subsection 17.I below, any right to or claim for any punitive or exemplary damages against the other). All aspects of the arbitration, including statements made and documents produced within the arbitration, will be confidential in nature and will not be admissible in any subsequent legal proceeding.

Except as expressly limited by Subsection 17.K below, we and you agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier. We and you further agree that, in any arbitration proceeding, each must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any claim which is not submitted or filed as required is forever barred. The arbitrator may not consider any settlement discussions or offers that might have been made by either you or us. We reserve the right, but have no obligation, to advance your share of the costs of any arbitration proceeding in order for such arbitration proceeding to take place and by doing so will not be deemed to have waived or relinquished our right to seek the recovery of those costs in accordance with Subsection 17.C.

We and you agree that arbitration will be conducted on an individual, not a class-wide, basis and that an arbitration proceeding between us and our affiliates, and our and their respective shareholders, members, officers, directors, agents, and/or employees, and you (and/or your owners, guarantors, affiliates, and/or employees) may not be consolidated with any other arbitration proceeding between us and any other person. Notwithstanding the foregoing or anything to the contrary in this Subsection 17.F or Subsection 17.A, if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Subsection 17.F, then the parties agree that this arbitration clause shall not apply to that dispute and that such dispute will be resolved in a judicial proceeding in accordance with this Section 17 (excluding this Subsection 17.F).

Except as expressly provided otherwise in the remainder of this Section 17, despite our and your agreement to arbitrate, we and you each have the right in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction; provided, however, that we and you must contemporaneously submit our dispute for arbitration on the merits as provided in this Subsection 17.F.

The provisions of this Subsection 17.F are intended to benefit and bind certain third-party non-signatories and will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination.

G. GOVERNING LAW.

ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), OR OTHER FEDERAL LAW, THIS AGREEMENT, THE FRANCHISE, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN US AND YOU WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, EXCEPT THAT ANY NEW YORK LAW REGULATING THE SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISE OWNER WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SUBSECTION 17.G.

H. CONSENT TO JURISDICTION.

SUBJECT TO SUBSECTIONS 17.E AND F ABOVE AND THE PROVISIONS BELOW, YOU AND YOUR OWNERS AGREE THAT ALL ACTIONS ARISING UNDER THIS AGREEMENT OR OTHERWISE AS A RESULT OF THE RELATIONSHIP BETWEEN YOU AND US MUST BE COMMENCED IN THE STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED CLOSEST TO OUR THEN CURRENT PRINCIPAL BUSINESS ADDRESS (CURRENTLY, NEW YORK, NEW YORK) AND YOU (AND EACH OWNER) IRREVOCABLY SUBMIT TO THE JURISDICTION OF THOSE COURTS AND WAIVE ANY OBJECTION YOU (OR THE OWNER) MIGHT HAVE TO EITHER THE JURISDICTION OF OR VENUE IN THOSE COURTS. NONETHELESS, YOU AND YOUR OWNERS AGREE THAT WE MAY ENFORCE THIS AGREEMENT AND ANY ARBITRATION ORDERS AND AWARDS IN THE COURTS OF THE STATE OR STATES IN WHICH YOU ARE DOMICILED OR THE BAKERY IS LOCATED.

I. WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL.

EXCEPT FOR YOUR OBLIGATION TO INDEMNIFY US FOR THIRD PARTY CLAIMS UNDER SUBSECTION 16.D. AND TO PAY US BRAND DAMAGES UNDER SUBSECTION 15.A, AND EXCEPT FOR PUNITIVE DAMAGES AVAILABLE TO EITHER PARTY UNDER FEDERAL LAW, WE AND YOU (AND YOUR OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN US AND YOU, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS. WE AND YOU IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF US.

J. BINDING EFFECT.

This Agreement is binding upon us and you and our and your respective executors, administrators, heirs, beneficiaries, permitted assigns, and successors in interest. Subject to our right to modify the Operations Manual and System Standards, this Agreement may not be modified except by a written agreement signed by both our and your duly-authorized officers.

K. LIMITATIONS OF CLAIMS.

EXCEPT FOR CLAIMS ARISING FROM YOUR NON-PAYMENT OR UNDERPAYMENT OF AMOUNTS YOU OWE US, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR OUR RELATIONSHIP WITH YOU WILL BE BARRED UNLESS A JUDICIAL OR ARBITRATION PROCEEDING IS COMMENCED WITHIN EIGHTEEN (18) MONTHS FROM THE DATE ON WHICH THE PARTY ASSERTING THE CLAIM KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIMS.

L. LIMITED LIABILITY FOR OUR RELATED PARTIES.

YOU AGREE THAT NO PAST, PRESENT OR FUTURE DIRECTOR, OFFICER, EMPLOYEE, INCORPORATOR, MEMBER, PARTNER, STOCKHOLDER, SUBSIDIARY, AFFILIATE, OWNER, ENTITY UNDER COMMON CONTROL, OWNERSHIP OR MANAGEMENT, VENDOR, SERVICE PROVIDER, AGENT, ATTORNEY OR REPRESENTATIVE OF OURS WILL HAVE ANY LIABILITY FOR (I) ANY OF OUR OBLIGATIONS OR LIABILITIES RELATING TO OR ARISING FROM THIS AGREEMENT; (II) ANY CLAIM AGAINST US BASED ON, IN RESPECT OF, OR BY REASON OF, THE RELATIONSHIP BETWEEN YOU AND US, OR (III) ANY CLAIM AGAINST US BASED ON ANY ALLEGED UNLAWFUL ACT OR OMISSION OF OURS.

M. COVENANT OF GOOD FAITH.

IF APPLICABLE LAW IMPLIES A COVENANT OF GOOD FAITH AND FAIR DEALING IN THIS AGREEMENT, THE PARTIES HERETO AGREE THAT THE COVENANT WILL NOT IMPLY ANY RIGHTS OR OBLIGATIONS THAT ARE INCONSISTENT WITH A FAIR CONSTRUCTION OF THE TERMS OF THIS AGREEMENT. ADDITIONALLY, IF APPLICABLE LAW WILL IMPLY THE COVENANT, YOU AGREE THAT: (I) THIS AGREEMENT (AND THE RELATIONSHIP OF THE PARTIES HERETO THAT IS INHERENT IN THIS AGREEMENT) GRANTS US THE JUDGMENT TO MAKE DECISIONS, TAKE ACTIONS AND/OR REFRAIN FROM TAKING ACTIONS NOT INCONSISTENT WITH OUR EXPLICIT RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT THAT MAY FAVORABLY OR ADVERSELY AFFECT YOUR INTERESTS; (II) ANY JUDGMENT WE EXERCISE WILL BE BASED ON OUR ASSESSMENT OF OUR OWN INTERESTS AND BALANCING THOSE INTERESTS AGAINST THE INTERESTS OF OUR FRANCHISE OWNERS GENERALLY, AND SPECIFICALLY WITHOUT CONSIDERING YOUR

INDIVIDUAL INTERESTS OR THE INDIVIDUAL INTERESTS OF ANY OTHER PARTICULAR FRANCHISE OWNER; (III) WE WILL HAVE NO LIABILITY TO YOU FOR THE EXERCISE OF OUR JUDGMENT IN THIS MANNER, SO LONG AS THE JUDGMENT IS NOT EXERCISED IN BAD FAITH; AND (IV) IN THE ABSENCE OF BAD FAITH, NO TRIER OF FACT IN ANY ARBITRATION OR LITIGATION WILL SUBSTITUTE ITS JUDGMENT FOR OUR JUDGMENT SO EXERCISED.

N. CONSTRUCTION.

The preambles and exhibits are a part of this Agreement which, together with any addenda or riders signed at the same time as this Agreement, constitutes our and your entire agreement, and supersedes all prior and contemporaneous oral or written agreements and understandings between us and you relating to the subject matter of this Agreement. There are no other oral or written understandings or agreements between us and you, or oral or written representations by us, relating to the subject matter of this Agreement, the franchise relationship, or the Bakery (any understandings or agreements reached, or any representations made, before this Agreement are superseded by this Agreement). Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require you to waive reliance on any representation made by us in our most recent franchise disclosure document (including exhibits and amendments) delivered to you or your representative.

Any policies that we adopt and implement at any time and from time to time to guide us in our decision-making are subject to change, are not a part of this Agreement, and are not binding on us.

Except as provided in Subsections 16.D and 17.F, nothing in this Agreement is intended or deemed to confer any rights or remedies upon any person or legal entity not a party to this Agreement.

Except where this Agreement expressly obligates us reasonably to approve or not unreasonably to withhold our approval of any of your actions or requests, we have the absolute right to refuse any request you make or to withhold our approval of any of your proposed, initiated, or completed actions that require our approval. The headings of the sections and paragraphs are for convenience only and do not define, limit, or construe the contents of these sections or paragraphs.

References in this Agreement to “we,” “us,” and “our,” with respect to all of our rights and all of your obligations to us under this Agreement, include any of our affiliates with whom you deal. The term “affiliate” means any person or entity directly or indirectly owned or controlled by, under common control with, or owning or controlling you or us. “Control” means the power to direct or cause the direction of management and policies. The words “include” and “including” are meant to be illustrative and not exhaustive and are deemed to be read in all cases as “including, without limitation” and/or “including but not limited to.”

If two or more persons are at any time the owners of the Franchise and the Bakery, whether as partners or joint venturers, their obligations and liabilities to us will be joint and several.

References to “owner” mean any person holding a direct or indirect ownership interest (whether of record, beneficially, or otherwise) or voting rights in you (or a transferee of this Agreement and the Bakery or an ownership interest in you), including, without limitation, any person who has a direct or indirect interest in you (or a transferee), this Agreement, the Franchise, or the Bakery and any person who has any other legal or equitable interest, or the power to vest in himself or herself any legal or equitable interest, in their revenue, profits, rights, or assets.

References to a “controlling ownership interest” in you or one of your owners (if an Entity) mean the percent of the voting shares or other voting rights that results from dividing one hundred percent (100%) of the ownership interests by the number of owners. In the case of a proposed transfer of an ownership interest in you or one of your owners, the determination of whether a “controlling ownership interest” is involved must be made as of both immediately before and immediately after the proposed transfer to see if a “controlling ownership interest” will be transferred (because of the number of owners before the proposed transfer) or will be deemed to have been transferred (because of the number of owners after the proposed transfer).

“Person” means any natural person, corporation, limited liability company, general or limited partnership, unincorporated association, cooperative, or other legal or functional entity.

Unless otherwise specified, all references to a number of days shall mean calendar days and not business days.

The term “Bakery” includes all of the assets of the The French Workshop Artisan Bakery you operate under this Agreement, including its revenue and the Lease.

The term “employee” includes all of the Bakery’s personnel, including all managers, administrators and other personnel, whether such person is classified as an employee of yours or an independent contractor.

This Agreement may be executed in multiple copies, each of which will be deemed an original.

O. **MULTIPLE FORMS OF AGREEMENT.**

YOU ACKNOWLEDGE AND AGREE THAT THERE MAY BE MORE THAN ONE FORM OF FRANCHISE AGREEMENT IN EFFECT BETWEEN US AND OUR VARIOUS THE FRENCH WORKSHOP BAKERY FRANCHISE OWNERS; THOSE OTHER AGREEMENTS MAY CONTAIN PROVISIONS THAT MAY BE MATERIALLY DIFFERENT FROM THE PROVISIONS CONTAINED IN THIS AGREEMENT; AND YOU ARE NOT ENTITLED TO RELY ON ANY PROVISION OF ANY OTHER AGREEMENT WITH OTHER THE FRENCH WORKSHOP BAKERY FRANCHISE OWNERS WHETHER TO ESTABLISH COURSE OF DEALING, WAIVER, OR ESTOPPEL, OR FOR ANY OTHER PURPOSE.

18. NOTICES AND PAYMENTS.

All written notices, reports, and payments permitted or required to be delivered by this Agreement or the Operations Manual will be deemed to be delivered:

- (a) at the time delivered by hand;
- (b) at the time delivered via computer transmission and, in the case of the Royalty, Fund contributions, and other amounts due, at the time we actually receive payment via the EDTA;
- (c) one (1) business day after being placed in the hands of a nationally recognized commercial courier service for next business day delivery; or
- (d) three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid.

Any notice to us must be sent to the address specified on the first page of this Agreement, with a copy to the following:

Greenberg Traurig, LLP
500 Campus Drive, Suite 400
Florham Park, NJ 07932
Attn: David W. Oppenheim

We may change these addresses for notice by giving you notice of the new address(es). Any notice that we send to you may be sent only to the one (1) person identified on **Exhibit A**, even if you have multiple owners, at the email or postal address specified on **Exhibit A**. You may change the person and/or address for notice only by giving us thirty (30) days' prior notice by any of the means specified in subparagraphs (a) through (e) above.

Any required payment or report which we do not actually receive during regular business hours on the date due (or postmarked by postal authorities at least two (2) days before then) will be deemed delinquent.

19. COMPLIANCE WITH ANTI-TERRORISM AND OTHER LAWS.

You and your owners agree to comply, and to assist us to the fullest extent possible in our efforts to comply, with all applicable legislation, laws, regulations, rules, ordinances, administrative orders, decrees and policies of any court, arbiter, government, governmental agency, department, or similar organization that are in effect from time to time pertaining to: (a) the various anti-terrorism, economic sanctions, and anti-money laundering and narco-trafficking laws, regulations, orders, decrees and guidelines of the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), (b) the USA PATRIOT Act (Title III of Pub. L. 107-56, signed into law October 26, 2001), as amended, (c) the provisions of United States Executive Order 13224, (d) the U.S. Prevention of Corruption Act 1988, (e) the U. S. Foreign Corrupt Practices Act, 15 U.S.C. Section 78dd-2, (e) relevant multilateral measures such as the OECD Convention

on Combating Bribery of Foreign Public Officials in International Business Transactions and the UN Convention Against Corruption, (f) bribery and anti-corruption laws, (g) the laws against money laundering, and (h) the laws against facilitating or supporting persons who conspire to commit these and other crimes against any person or government. You immediately shall notify us in writing if a potential violation of any of the foregoing legislation, laws, regulations, rules, ordinances, administrative orders, decrees and/or policies has occurred or is suspected to have occurred. You immediately shall provide us with copies of any communication to or from any such agency, government, or commission that relates to or affects this Agreement, the Bakery, or the Marks. Any failure to comply with this Section by you or your owners, or any blocking of your or your owners' assets under any of such laws, legislation, regulations, orders, decrees and/or policies shall constitute good cause for immediate termination of this Agreement, as provided in Subsection 14.B(20) above.

20. ELECTRONIC MAIL.

You acknowledge and agree that exchanging information with us by e-mail is efficient and desirable for day-to-day communications and that we and you may utilize e-mail for such communications. You authorize the transmission of e-mail by us and our employees, vendors, and affiliates (“**Official Senders**”) to you during the Term.

You further agree that: (a) Official Senders are authorized to send e-mails to those of your employees as you may occasionally authorize for the purpose of communicating with us; (b) you will cause your officers, directors, and employees to give their consent to Official Senders' transmission of e-mails to them; (c) you will require such persons not to opt out or otherwise ask to no longer receive e-mails from Official Senders during the time that such person works for or is affiliated with you; and (d) you will not opt out or otherwise ask to no longer receive e-mails from Official Senders during the Term.

The consent given in this Section 20 shall not apply to the provision of notices by either party under this Agreement pursuant to Section 18 using e-mail unless the parties otherwise agree in a written document manually signed by both parties.

21. ELECTRONIC SIGNATURES

The counterparts of this Agreement and all ancillary documents executed or delivered in connection with this Agreement may be executed and signed by electronic signature by any of the parties to this Agreement, and delivered by electronic or digital communications to any other party to this Agreement, and the receiving party may rely on the receipt of such document so executed and delivered by electronic or digital communications signed by electronic signature as if the original has been received. For the purposes of this Agreement, electronic signature means, without limitation, an electronic act or acknowledgement (e.g., clicking an “I Accept” or similar button), sound, symbol (digitized signature block), or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the dates noted below, to be effective as of the Effective Date.

TFW FRANCHISE LLC, a Delaware
limited liability company

By: _____
[_____]

DATED*: _____
(*Effective Date of this Agreement)

FRANCHISE OWNER

**(IF YOU ARE TAKING THE
FRANCHISE AS A CORPORATION,
LIMITED LIABILITY COMPANY, OR
PARTNERSHIP):**

[Print Name of Franchise Owner Entity]

By: _____
[signature of person signing on behalf of
entity]

Title of Signatory: _____

DATED: _____

**(IF YOU ARE TAKING THE
FRANCHISE INDIVIDUALLY AND
NOT AS A LEGAL ENTITY):**

[signature of individual franchise owner]

Print Name: _____

DATED: _____

[signature of individual franchise owner]

Print Name: _____

DATED: _____

EXHIBIT A
TO THE FRANCHISE AGREEMENT
LISTING OF OWNERSHIP INTERESTS

**Effective Date: This Exhibit A is current and complete
as of _____, 20_____**

You and Your Owners

1. **Form of Owner.** (Choose (a) or (b))

(a) **Individual Proprietorship.** List individual(s):

(b) **Corporation, Limited Liability Company, or Partnership.** (CIRCLE ONE) You were incorporated or formed on _____, under the laws of the State of _____. You have not conducted business under any name other than your corporate, limited liability company, or partnership name and _____. The following is a list of your directors, if applicable, and officers as of the effective date shown above:

<u>Name of Each Director/Officer</u>	<u>Position(s) Held</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. **Owners.** The following list includes the full name of each person who is one of your owners (as defined in the Franchise Agreement), or an owner of one of your owners, and fully describes the nature of each owner's interest (attach additional pages if necessary).

	<u>Owner's Name</u>	<u>Percentage/Description of Interest</u>
(a)	_____	_____
(b)	_____	_____
(c)	_____	_____
(d)	_____	_____

3. **Name and Address of Person to Receive Notice for Franchise Owner.**

- (a) Name: _____
- (b) Postal Address: _____

- (c) E-mail Address: _____

4. **Identification of Managing Owner.** Your Managing Owner as of the Effective Date is _____ (must be one of the individuals listed in paragraph 2 above). You may not change the Managing Owner without prior written approval.

[Signatures on following page.]

TFW FRANCHISE LLC,
a Delaware limited liability company

By: _____
[]

DATED*: _____
(*Effective Date of this Agreement)

FRANCHISE OWNER

**(IF YOU ARE TAKING THE
FRANCHISE AS A CORPORATION,
LIMITED LIABILITY COMPANY, OR
PARTNERSHIP):**

[Print Name of Franchise Owner Entity]

By: _____
[signature of person signing on behalf of
entity]

Title of Signatory: _____

DATED: _____

**(IF YOU ARE TAKING THE
FRANCHISE INDIVIDUALLY AND
NOT AS A LEGAL ENTITY):**

[signature of individual franchise owner]

Print Name: _____

DATED: _____

[signature of individual franchise owner]

Print Name: _____

DATED: _____

EXHIBIT B
TO THE FRANCHISE AGREEMENT
THE DESIGNATED AREA, THE PREMISES AND TERRITORY

1. The Designated Area (if applicable) shall be:

2. The Premises of the Bakery will be located at:

3. The Territory shall be:

[Signatures on following page.]

TFW FRANCHISE LLC,
a Delaware limited liability company

By: _____
[]

DATED*: _____
(*Effective Date of this Agreement)

FRANCHISE OWNER

**(IF YOU ARE TAKING THE
FRANCHISE AS A CORPORATION,
LIMITED LIABILITY COMPANY, OR
PARTNERSHIP):**

[Print Name of Franchise Owner Entity]

By: _____
[signature of person signing on behalf of
entity]

Title of Signatory: _____

DATED: _____

**(IF YOU ARE TAKING THE
FRANCHISE INDIVIDUALLY AND
NOT AS A LEGAL ENTITY):**

[signature of individual franchise owner]

Print Name: _____

DATED: _____

[signature of individual franchise owner]

Print Name: _____

DATED: _____

EXHIBIT C
TO THE FRANCHISE AGREEMENT
FRANCHISE ADDENDUM TO LEASE AGREEMENT

THIS FRANCHISE ADDENDUM TO LEASE AGREEMENT (this “Addendum”) is entered into this _____ day of _____, 20__, by and between _____, a(n) _____ (“Landlord”) and _____, a(n) _____ (“Tenant”) for the benefit of TFW FRANCHISE LLC, a Delaware limited liability company (“Franchisor”).

WHEREAS, Tenant and Franchisor have executed a The French Workshop Franchise Agreement (the “Franchise Agreement”), pursuant to which Franchisor has granted Tenant the right to establish and operate a “The French Workshop”-branded bakery at the following location: _____ (the “Premises”);

WHEREAS, Tenant and Landlord are entering into a lease agreement (the “Lease”), pursuant to which Tenant will lease the Premises from Landlord; and

WHEREAS, Franchisor has required Tenant to include certain terms in the Lease in order to protect Franchisor’s rights, and Landlord has agreed to such terms.

NOW, THEREFORE, for good and valuable consideration, the receipt of which the parties hereby acknowledge, Landlord and Tenant agree as follows:

1. Landlord agrees to: (a) furnish to Franchisor a copy of any default notice served on Tenant and/or another lessee under the Lease simultaneously with the service of the notice to Tenant and/or such other lessee; (b) provide Franchisor with notice of any proposed renewals, extensions, modifications and amendments to the Lease; (c) give Franchisor the opportunity, but Franchisor shall not be required, to cure any default by Tenant or other lessee under the Lease within thirty (30) days following the expiration of any applicable cure period if Tenant and/or such other lessee fail to cure such default; and (d) to furnish to Franchisor, at Franchisor’s request, a copy of any sales or operating information for the Premises provided by Tenant. All notices to Franchisor shall be sent to the following address: TFW Franchise LLC, 3839 Bell Blvd., Suite 233, Bayside, New York 11361, unless Landlord is notified otherwise in writing by Franchisor. No notice to Tenant shall be effective unless and until a copy thereof is served upon Franchisor.

2. Landlord agrees that if Franchisor exercises its right to cure a default by Tenant and/or another lessee under the Lease, then Franchisor may, at its option, succeed to Tenant’s and/or such other lessee’s interests under the Lease and shall be recognized by Landlord as the lessee or sublessee thereunder for the remaining term of the Lease.

3. Landlord agrees that the expiration of the Franchise Agreement (unless Tenant enters into a renewal Franchise Agreement with Franchisor) or a termination of the Franchise Agreement prior to expiration shall constitute a default under the Lease, giving Franchisor the right, but not the obligation, to cure such default by succeeding to Tenant’s and/or any other lessee’s interests as the new lessee or sublessee under the Lease.

4. Landlord agrees that upon the termination or expiration of the Lease, Franchisor shall have the first right of refusal to lease the Premises as the new lessee or sublessee.

5. Landlord agrees that Franchisor shall have the right to enter the Premises to make any modifications or alterations necessary in Franchisor's sole judgment to protect its franchise system, trademarks, trade names, trade dress and other intellectual property without being guilty of trespass or any other tort or crime.

6. Landlord agrees that upon the expiration or termination of the Franchise Agreement, Franchisor shall have the right to enter the Premises and remove any trade fixtures, interior or exterior signs or other items bearing its trademarks. Landlord agrees upon the expiration or termination of the Franchise Agreement to relinquish to Franchisor any and all liens or other ownership interests, whether by operation of law or otherwise, in and to any tangible property bearing Franchisor's trademarks, service marks or trade dress.

7. Landlord agrees that, if Franchisor succeeds to Tenant's and/or any other lessee's interests under the Lease for any reason, Franchisor shall have the right to further assign the lease or to sublease the Premises to either an entity owned or controlled by Franchisor, or to another franchise owner of Franchisor upon obtaining Landlord's written consent, which consent may not be unreasonably withheld, conditioned or delayed by Landlord. No assignment permitted under this Section is subject to any assignment or similar fee or will cause any rental acceleration.

8. Upon Franchisor's delivery to Landlord and Tenant of its election to exercise its rights under this Addendum, Franchisor shall be entitled to all of Tenant's rights and interests in the Lease, as if Franchisor were the tenant under the Lease, including, by way of example and not limitation, the right to exercise any and all renewal options thereunder, without the need for any further action or instrument.

9. Landlord and Tenant expressly agree that Franchisor is an intended third-party beneficiary of the terms of this Addendum. Landlord and Tenant further agree that Franchisor has no liability or obligation under the Lease unless and until Franchisor exercises its right to assume the Lease under this Addendum.

10. In the event of any inconsistency between the terms of this Addendum and the terms of the Lease, the terms of this Addendum control. All of the terms of this Addendum, whether so expressed or not, are binding upon, inure to the benefit of, and are enforceable by the parties and their respective personal and legal representatives, heirs, successors and permitted assigns. The provisions of this Addendum may be amended, supplemented, waived or changed only by a written document signed by all the parties to this Addendum that makes specific reference to this Addendum and which must be approved in writing by Franchisor. This Addendum may be executed in one or more counterparts, each of which is an original, but all of which together constitute one and the same instrument.

LANDLORD:

_____,
, a _____

By: _____
Print Name: _____
Title: _____

TENANT:

a _____

By: _____
Print Name: _____
Title: _____

EXHIBIT D
TO THE FRANCHISE AGREEMENT
NONDISCLOSURE AND NON-COMPETITION AGREEMENT

THIS NONDISCLOSURE AND NON-COMPETITION AGREEMENT (this “Agreement”) is made as of the ____ day of _____, 20__, is executed by _____ (“Individual,” “me,” or “I”) for the benefit of TFW FRANCHISE LLC, a Delaware limited liability company (“Company”), and for _____, a/an _____ (“Franchise Owner”).

Franchise Owner is a franchise owner of Company pursuant to a franchise agreement entered into by those parties concerning a bakery operating, or to be operated, under the “The French Workshop” name at _____ (the “Franchise Agreement”). The franchised business Company authorizes Franchise Owner to operate under the Franchise Agreement is known as the “Bakery,” which Bakery is one among all bakeries that Company owns, operates, or franchises under the “The French Workshop” name. I agree that, unless otherwise specified, all capitalized terms in this Agreement have those meanings ascribed to them in the Franchise Agreement.

I agree that during the term of my employment by, ownership participation in, association with or service to Franchise Owner, or at any time thereafter, I will not communicate, divulge or use for the benefit of any other person, persons, partnership, proprietorship, association, corporation or entity, Company’s proprietary and confidential information relating to the construction and operation of The French Workshop Bakeries, including but not limited to the following concerning The French Workshop Bakeries: (1) site selection criteria and plans and specifications for the construction of The French Workshop Artisan Bakeries (2) ingredients, recipes, and methods of preparation and presentation of food products Company authorizes; (3) training and operations materials and manuals; (4) methods, formats, specifications, standards, systems, procedures, food preparation techniques, sales and marketing techniques, knowledge, and experience used in constructing and operating The French Workshop Bakeries; (5) marketing, promotional and advertising research and programs for The French Workshop Bakeries; (6) knowledge of specifications for and suppliers of Operating Assets, Proprietary Products, and other products and supplies, including supplier pricing and related terms; (7) computer systems and software programs; (8) knowledge of the operating results and financial performance of The French Workshop Artisan Bakeries other than the Bakery; (9) graphic designs and related intellectual property; (10) customer solicitation, communication and retention programs, along with data and information used or generated in connection with those programs; (11) all data and other information generated by, or used in, the operation of the Bakery, including customer names, addresses, phone numbers, pricing and other information supplied by any customer (such as credit card information or personal information), and any other information contained at any time and from time to time in the Computer System or that visitors to the Bakery (including you and your personnel) provide to the Website for the network of The French Workshop Bakeries; (12) future business plans relating to The French Workshop Artisan Bakeries and the franchise opportunity for The French Workshop Bakeries, including expansion and construction plans; and (13) any and all other information Company provides to me, Franchise Owner, Franchise Owner’s Owners or Affiliates that is designated orally or in writing as proprietary or confidential, or by its nature would reasonably be understood to be proprietary or confidential, regardless of whether such information is specifically designated as proprietary or confidential (collectively, all information referenced above, including examples (1) through (13), is known as the “Confidential

Information”).

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

I specifically understand that, without limitation, all the above items, concepts, and/or examples contained in the preceding paragraph constitute Confidential Information of Company, and I will not divert any business to competitors of Franchise Owner and/or Company. I will at no time copy, duplicate, record or otherwise reproduce any of the Confidential Information or material containing it, in whole or in part, store them in a computer retrieval or database, nor otherwise make them available to any unauthorized person.

I further agree that, during the term of my employment/service/association or ownership participation, I will not, directly or indirectly, engage or participate in any Competitive Business (defined below in this paragraph), any of which such prohibited behavior I understand and hereby explicitly acknowledge would or could be injurious to, or (in Company’s sole judgment) have an adverse effect upon, Company’s protectable interests in the Confidential Information, the “The French Workshop” trademarks or related Marks, or the goodwill and/or reputation of The French Workshop Artisan Bakeries generally. I agree that I am prohibited from engaging in any Competitive Business as a proprietor, partner, investor, shareholder, director, officer, employee, principal, agent, advisor, or consultant. For purposes of this Agreement, a “Competitive Business” means any business that (i) owns, operates, licenses or franchises a bakery/café style restaurant that features baked goods such as breads, croissants, baguettes, pastries and/or cakes (other than a The French Workshop Artisan Bakery operated under a franchise agreement with us) including but not limited to Paris Baguette, Tous Les Jour, Panera Bread, Einstein Bros Bagels, Pret a Manger, Le Pain Quotidien, Paul French Bakery and Cafe, Au Bon Pain, La Madeleine, Country French Café, Corner Bakery Cafe, Tatte Bakery & Café and those other specific businesses we may identify from time to time, or (ii) produces and/or manufactures baked goods such as breads, croissants, baguettes, pastries and/or cakes. Despite the foregoing definition of a Competitive Business, nothing under this Agreement or the Franchise Agreement will prevent Individual from owning for investment purposes less than two percent (2%) of a Competitive Business whose stock or other forms of ownership interest are publicly traded on a recognized United States stock exchange, and so long as neither Individual nor Franchise Owner controls the company in question.

Upon the expiration or other termination for any reason of my employment, association, service or ownership participation, I agree:

- (i) to return immediately to Company or Franchise Owner, as the case may be, all Confidential Information, and any material(s) containing a subset thereof, in my possession that was utilized, or to which I had access, during my employment, association, service or ownership participation; and

- (ii) for a period of two (2) years, starting on the earlier of the effective date of termination or expiration of my employment/service/association or ownership participation, to refrain from directly or indirectly (such as through any one or more of my spouse, legally-recognized domestic partner, parents, children or sibling(s) (collectively, “Immediate Family”)) owning a legal or beneficial interest in, or rendering services or giving advice to: (a) any Competitive Business operating at the Premises or within a fifteen (15)-mile radius of the Premises; (b) any Competitive Business operating within a radius of fifteen (15) miles of any The French Workshop Artisan Bakery in operation or under construction on the later of the effective date of termination or expiration of my employment/service/association/ ownership participation; or (c) any entity which grants franchises, licenses or other interests to others to operate any Competitive Business.

I acknowledge and understand that the provisions of this Agreement, including my representations, covenants, and warranties (as applicable) given hereunder, are necessary and integral to this Agreement and to Company’s and Franchise Owner’s interests under the Franchise Agreement, and are intended to:

- (i) preclude not only direct competition, but also all forms of indirect competition, such as consultation for Competitive Businesses, service as an independent contractor for Competitive Businesses, or any assistance or transmission of information of any kind which would be of any material assistance to a competitor;
- (ii) bind any person or entity having any legal or beneficial interest in me, or traceable to, down or through me, including (without limitation) any of member of my Immediate Family, any direct or indirect beneficiary, any partner (general or limited) or proprietor of mine, and any other such related person or entity, regardless of how many levels or tiers there may be between any such described person or entity and me; and
- (iii) identify for me, toward the goal of preserving through this Agreement, Company’s protectable legal interests in the System, customers of The French Workshop Bakeries, the Confidential Information, and the goodwill associated with the Marks.

I also expressly acknowledge my possession of skills and abilities of a general nature, and the opportunity for exploiting such skills in other ways than the operation or involvement in the activities of a The French Workshop Artisan Bakery or a Competitive Business, so that enforcement of my covenants made in this Agreement will not deprive me of my personal goodwill or ability to earn a living after the effective date of expiration or termination of my relationship with Franchise Owner, the Bakery, or The French Workshop Artisan Bakeries generally. If I fail or refuse to abide by any of my foregoing obligations or promises made under this Agreement, and Company or Franchise Owner obtains enforcement in a judicial or arbitration proceeding, then my obligations and responsibilities specified under the breached covenant will be tolled during the period(s) of time that the covenant is breached and/or Company or Franchise Owner seeks to enforce it, and will continue for two (2) years starting from the effective date of the order enforcing the covenant.

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

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

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

I further agree that any litigation arising out of or related to this Agreement, any breach of this Agreement, and any and all relations and/or disputes between myself on the one hand, and Franchise Owner or Company on the other hand, whether sounding in contract, tort, or otherwise, will be instituted exclusively in the U.S. District Court sitting nearest to Company's corporate headquarters (currently, New York, New York). I agree that any dispute as to the aforementioned venue will be submitted to and resolved exclusively by such aforementioned court. Nonetheless, I agree that Franchise Owner or Company may enforce this Agreement and any awards in the courts of the state or states in which I am domiciled or the Bakery is located.

I IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY ME, FRANCHISE OWNER OR COMPANY. I hereby waive and covenant never to assert or claim that said venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens).

[Signatures on following page.]

IN WITNESS WHEREOF, Franchise Owner has hereunto caused this Agreement to be executed by its duly authorized officer, and Individual has executed this Agreement, as of the day and year first written above.

ATTESTED TO BY FRANCHISE OWNER: INDIVIDUAL:

_____,
a/an _____

(Print Name)

By: _____
(Name of Franchise Owner's Officer)

(Signature)

Signed: _____
(Signature of Franchise Owner's Officer)

(Date)

(Date)

WITNESS TO INDIVIDUAL'S SIGNATURE:

(Print Witness Name)

(Signature of Witness)

(Date)

EXHIBIT E
TO THE FRANCHISE AGREEMENT
ELECTRONIC TRANSFER AUTHORIZATION FORM

ELECTRONIC PAYMENT AUTHORIZATION AGREEMENT
(ACH CREDITS AND DEBITS)

I hereby authorize TFW FRANCHISE LLC (“FRANCHISOR”), to initiate debit and credit entries and to initiate, if necessary, adjustments for any debit or credit entries in error to _____ (“FRANCHISE OWNER”) o Checking (please attach voided check) or o Savings account (select one) indicated below at the depository named below, (“DEPOSITORY”), to debit and/or credit the same to such account.

Depository Name: _____

Depository Branch: _____

Depository Address: _____

City _____ State _____ Zip _____

Routing Number: _____

Account Name: _____

Account Number: _____

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that this authorization is to remain in full force and effect until terminated by FRANCHISE OWNER pursuant to a written notice to FRANCHISOR in such time and in such manner as to afford FRANCHISOR and DEPOSITORY a reasonable opportunity to act on it, but in no event less than thirty (30) days in advance thereof. FRANCHISE OWNER consents for the DEPOSITORY to provide FRANCHISOR with a bank account statement and deposit detail, at any time and from time to time, for any and all accounts described above.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this authorization has been executed on _____,
202__ at _____.

FRANCHISE OWNER:

By: _____

Title: _____

Phone No.: _____

[ATTACH VOIDED CHECK HERE]

EXHIBIT F

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this ____ day
of _____, 20 ____

By (list each guarantor):

_____.

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (the “Agreement”) on this date by TFW FRANCHISE LLC (“us,” “we,” or “our”), each of the undersigned personally and unconditionally (a) guarantees to us and our successors and assigns, for the term of the Agreement (including extensions) and afterward as provided in the Agreement, that _____ (“Franchise Owner”) will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement (including any amendments or modifications of the Agreement) and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement (including any amendments or modifications of the Agreement), both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including the non-competition, confidentiality, transfer, and arbitration requirements.

Depending on the creditworthiness of each guarantor and the community property laws of the states in which they reside, we may require that the spouses of one or more guarantors execute this Guaranty as well. Each guarantor represents and warrants that, if no signature appears below for such guarantor’s spouse, such guarantor is either not married or, if married, is a resident of a state that does not require the consent of both spouses to encumber the assets of a marital estate or we have waived in writing any requirement that such spouse execute this Guaranty.

Each of the undersigned consents and agrees that: (1) his or her direct and immediate liability under this Guaranty will be joint and several, both with Franchise Owner and among other guarantors; (2) he or she will render any payment or performance required under the Agreement upon demand if Franchise Owner fails or refuses punctually to do so; (3) this liability will not be contingent or conditioned upon our pursuit of any remedies against Franchise Owner or any other person; (4) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which we may at any time and from time to time grant to Franchise Owner or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims (including the release of other guarantors), none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement (including extensions), for so long as any performance is or might be owed under the Agreement by Franchise Owner or its owners, and for so long as we have any cause of action against Franchise Owner or its owners; and (5) this Guaranty will continue in full force and effect for (and as to) any extension or modification of the Agreement and despite the transfer of any interest in the Agreement or Franchise Owner, and each of the undersigned waives notice of any and all renewals, extensions, modifications, amendments, or transfers.

Each of the undersigned waives: (i) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchise Owner arising as a result of the undersigned's execution of and performance under this Guaranty; and (ii) acceptance and notice of acceptance by us of his or her undertakings under this Guaranty, notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices to which he or she may be entitled.

If we are required to enforce this Guaranty in a judicial or arbitration proceeding, and prevail in such proceeding, we shall be entitled to reimbursement of our costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding. If we are required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the undersigned shall reimburse us for any of the above-listed costs and expenses we incur.

Subject to the arbitration obligations and the provisions below, each of the undersigned agrees that all actions arising under this Guaranty or the Agreement, or otherwise as a result of the relationship between us and the undersigned, must be commenced in the state or federal court of competent jurisdiction located closest to our then current principal business address (currently, New York, New York), and each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he or she might have to either the jurisdiction of or venue in those courts. Nonetheless, each of the undersigned agrees that we may enforce this Guaranty and any arbitration orders and awards in the courts of the state or states in which he or she is domiciled.

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature on the same day and year as the Agreement was executed.

Signatures Of Each Guarantor

**Percentage Of Ownership
In Franchise Owner**

Guarantor’s Spouse

Guarantor’s Spouse

Guarantor’s Spouse

Guarantor’s Spouse

Guarantor’s Spouse

EXHIBIT D

STATE ADDENDA TO FRANCHISE AGREEMENT

**RIDER TO THE TFW FRANCHISE LLC
FRANCHISE AGREEMENT FOR USE IN MARYLAND**

This Rider (the “**Rider**”) is made and entered into as of the Effective Date as stated in the Franchise Agreement (defined below), by and between TFW FRANCHISE LLC, a Delaware limited liability company with its principal business address at 3839 Bell Blvd., Suite 233, Bayside, New York 11361 (“**we**,” “**us**” or “**our**”), and _____ a _____ whose principal business address is _____ (“**you**” or “**your**”).

1. **Background.** We and you are parties to that certain Franchise Agreement that has been signed at the same time as the signing of this Rider (the “**Franchise Agreement**”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are a resident of the State of Maryland, and/or (b) the The French Workshop Bakery that you will operate under the Franchise Agreement will be located in Maryland.

2. **Acknowledgments.** Section 1.B (entitled “Acknowledgements”) of the Franchise Agreement is deleted in its entirety and replaced with the following:

All representations requiring prospective franchise owners to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchise owner 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.

3. **Fees.** Notwithstanding anything in Section 3 of the Franchise Agreement to the contrary, based upon our financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by you shall be deferred until we complete our pre-opening obligations under the Franchise Agreement.

4. **Releases.** The following language is added to the end of Sections 12.C.(9) (entitled “Conditions for Approval of Transfer”) and 13.C. (entitled “Agreements/Releases”), and to the end of the first paragraph of Section 15.E (entitled “Our Right to Purchase Certain Assets of the Bakery”) of the Franchise Agreement:

However, such general release will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

5. **Insolvency.** The following language is added to the end of Section 14.B(22) of the Franchise Agreement:

; termination upon insolvency might not be enforceable under federal insolvency law (11 U.S.C. Sections 101 et seq.), but we and you agree to enforce this provision to the maximum extent the law allows.

6. **Arbitration.** The following language is added to the end of Section 17.F of the Franchise Agreement:

This Franchise Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchise owner to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

7. **Consent to Jurisdiction.** The following language is added to the end of Section 17.H of the Franchise Agreement:

However, subject to the parties' arbitration obligations, you may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

8. **Limitations of Claims.** The following language is added to the end of Section 17.K of the Franchise Agreement:

However, the limitation of such claims shall not act to reduce the three (3)-year statute of limitations afforded to you for bringing a claim under the Maryland Franchise Registration and Disclosure Law.

9. **Acknowledgements.** The following language is added as a new Section 17.P of the Franchise Agreement:

All representations requiring you to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the Effective Date stated in the Franchise Agreement.

TFW FRANCHISE LLC

By: _____
[_____]

DATED: _____

FRANCHISE OWNER

**(IF YOU ARE TAKING THE
FRANCHISE AS A CORPORATION,
LIMITED LIABILITY COMPANY, OR
PARTNERSHIP):**

[Print Name of Franchise Owner Entity]

By: _____
[Signature of person signing on behalf of entity]

Title: _____

DATED: _____

**(IF YOU ARE TAKING THE
FRANCHISE INDIVIDUALLY AND
NOT AS A LEGAL ENTITY):**

[Signature of individual franchise owner]

Print Name: _____

DATED: _____

[Signature of individual franchise owner]

Print Name: _____

DATED: _____

**RIDER TO THE TFW FRANCHISE LLC
FRANCHISE AGREEMENT FOR USE IN NEW YORK**

This Rider (the “**Rider**”) is made and entered into as of the Effective Date as stated in the Franchise Agreement (defined below), by and between TFW FRANCHISE LLC, a Delaware limited liability company with its principal business address at 3839 Bell Blvd., Suite 233, Bayside, New York 11361 (“**we**,” “**us**” or “**our**”), and _____ a _____ whose principal business address is _____ (“**you**” or “**your**”).

We and you are parties to that certain Franchise Agreement that has been signed at the same time as the signing of this Rider (the “**Franchise Agreement**”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are a resident of New York and the The French Workshop Bakery that you will operate under the Franchise Agreement will be located in New York; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in New York.

The following provisions supersede and control any conflicting provisions of the Franchise Agreement:

1. The following language is added to the end of Section 1.B of the Franchise Agreement:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchise owner 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.

2. Section 14 is amended by adding the following statement as a new Section 14.G:

However, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the related regulations shall remain in force; it being the intent of this proviso to satisfy the non-waiver provisions of GBL, Sections 687.4 and 687.5.

3. Section 12.A is amended by adding the following statement immediately after the third sentence of such Section:

However, no assignment shall be made except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under this Agreement.

4. Nothing in Section 14 prevents you from asserting your rights under common law to terminate the Franchise Agreement if we commit a material breach of the Franchise Agreement.

5. Section 17.G is amended by adding the following statement to the end of such Article:

The foregoing choice of law should not be considered a waiver of any right conferred upon you by the GBL of the State of N.Y., Article 33.

6. All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. Only the Articles specifically added to or amended by this Rider shall be affected. This Rider is incorporated in and made a part of the Franchise Agreement for the State of New York.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the Effective Date stated in the Franchise Agreement.

TFW FRANCHISE LLC

By: _____
[]

DATED: _____

FRANCHISE OWNER

**(IF YOU ARE TAKING THE
FRANCHISE AS A CORPORATION,
LIMITED LIABILITY COMPANY, OR
PARTNERSHIP):**

[Print Name of Franchise Owner Entity]

By: _____
[Signature of person signing on behalf of entity]

Title: _____

DATED: _____

**(IF YOU ARE TAKING THE
FRANCHISE INDIVIDUALLY AND
NOT AS A LEGAL ENTITY):**

[Signature of individual franchise owner]

Print Name: _____

DATED: _____

[Signature of individual franchise owner]

Print Name: _____

DATED: _____

**RIDER TO THE TFW FRANCHISE LLC
FRANCHISE AGREEMENT FOR USE IN VIRGINIA**

This Rider (the “**Rider**”) is made and entered into as of the Effective Date as stated in the Franchise Agreement (defined below), by and between TFW FRANCHISE LLC, a Delaware limited liability company with its principal business address at 3839 Bell Blvd., Suite 233, Bayside, New York 11361 (“**we**,” “**us**” or “**our**”), and _____ a _____ whose principal business address is _____ (“**you**” or “**your**”).

We and you are parties to that certain Franchise Agreement that has been signed concurrently with the signing of this Rider (the “**Franchise Agreement**”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are a resident of Virginia and/or (b) the The French Workshop Bakery that you will operate under the Franchise Agreement will be located in Virginia.

The following provisions supersede any conflicting provisions in the Franchise Agreement:

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.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchise owner 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.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the Effective Date stated in the Franchise Agreement.

TFW FRANCHISE LLC

By: _____
[]

DATED: _____

FRANCHISE OWNER

**(IF YOU ARE TAKING THE
FRANCHISE AS A CORPORATION,
LIMITED LIABILITY COMPANY, OR
PARTNERSHIP):**

[Print Name of Franchise Owner Entity]

By: _____
[Signature of person signing on behalf of entity]

Title: _____

DATED: _____

**(IF YOU ARE TAKING THE
FRANCHISE INDIVIDUALLY AND
NOT AS A LEGAL ENTITY):**

[Signature of individual franchise owner]

Print Name: _____

DATED: _____

[Signature of individual franchise owner]

Print Name: _____

DATED: _____

EXHIBIT E
FINANCIAL STATEMENTS

TFW Franchise, LLC

**Independent Auditor's Report
And
Balance Sheet Statement
March 19, 2024**

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Metwally CPA PLLC

CERTIFIED PUBLIC ACCOUNTANT

1312 Norwood Dr STE 100, Bedford, Texas 76022

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

Independent Auditor's Report

To the members of
TFW Franchise, LLC

Opinion

We have audited the accompanying balance sheet of TFW Franchise, LLC (the "Company") as of March 19, 2024, and the related notes to the Financial Statement.

In our opinion, the financial statement referred to above presents fairly, in all material respects, the financial position of TFW Franchise, LLC as of March 19, 2024, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statement section of our report. We are required to be independent of TFW Franchise, 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 Statement

Management is responsible for the preparation and fair presentation of the financial statement 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 statement that are free from material misstatement, whether due to fraud or error.

In preparing the financial statement, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about TFW Franchise, LLC's ability to continue as a going concern within one year after the date that the financial statement is available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statement

Our objectives are to obtain reasonable assurance about whether the financial statement is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in aggregate, they would influence the judgment made by a reasonable user based on the financial statement.

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 statement, 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 statement.
- Obtain an understanding of internal control relevant to the audit to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of TFW Franchise, 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 statement.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about TFW Franchise, LLC's ability to continue as a going concern for a reasonable period.

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

Metwally CPA PLLC

Metwally CPA PLLC

Bedford, Texas

April 24, 2024

TFW Franchise, LLC
March 19, 2024
Balance Sheet

Assets

Current Assets

Cash and cash equivalents	\$500,000
---------------------------	-----------

Total Current Assets	<u>\$500,000</u>
-----------------------------	-------------------------

Liabilities and Members' Equity

Total Liabilities	<u>\$0</u>
--------------------------	-------------------

Members' equity	500,000
-----------------	---------

Total Liabilities and Members' Equity	<u>\$500,000</u>
--	-------------------------

The accompanying notes are an integral part of the financial statement.

TFW Franchise, LLC

March 19, 2024

Notes to Financial Statement

1. COMPANY AND DESCRIPTION OF BUSINESS

TFW Franchise, LLC (the "Company") was established in the state of Delaware on February 21, 2024, for the purpose of offering franchise opportunities to entrepreneurs who want to own and operate their business as a franchise. The Company provides the qualified individual the rights to operate a bakery shop that offers cakes, cookies, croissants, muffins, breads, other pastries and bakery items, sandwiches, coffee, tea, and other food and beverage products and services under the "The French Workshop Bakery" mark.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies is presented to assist the reader in understanding and evaluating the Company's financial statement. The financial statement and notes are representations of the Company's management, which is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statement.

A. Basis of Accounting

The financial statement was prepared in conformity with accounting principles generally accepted in the United State of America ("US GAAP").

B. Cash and Cash Equivalents

The Company considers all highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents.

C. Federal Income Taxes

The Company and its members have elected to be treated as a partnership under the provisions of the Internal Revenue Code (IRC). Therefore, any taxable income earned by the Company is included in the individual tax returns of its members. Accordingly, net income presented in the financial statements does not include a provision for income taxes. The net income presented will include state-imposed taxes and fees as applicable.

D. Use of Estimates

The preparation of our Company's financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of our financial statements and the reported amounts of revenues, costs, and expenses during the reporting period. Actual results could differ significantly from those estimates. It is at least reasonably possible that a change in the estimates will occur in the near term.

E. Concentration of Credit Risk

The Company maintains cash and cash equivalents with major financial institutions. At various times during the year, the total amount on deposit might exceed the \$250,000 limit insured by the Federal Deposit Insurance Corporation (FDIC). The Company believes that it mitigates credit risk by depositing cash with financial institutions having high credit ratings.

F. Revenue Recognition

Revenue is recognized in accordance with ASC Topic 606, Revenue from Contracts with Customers. The Company adopted ASU 2021-02 Franchisors - Revenue from Contracts with Customers (Subtopic 952-606) effective with the application of ASC Topic 606. The ASU provides a practical expedient to ASU2014-09 Revenue from contracts with Customers (Topic 606). The new guidance allows franchisors to simplify the application of the guidance about identifying performance obligations for franchisors that perform pre-opening services by allowing a franchisor to account for pre-opening services as distinct if they are consistent with those included in a predefined list of pre-opening services.

Franchise Fees

The franchise arrangement between the Company and each franchise owner is documented in the form of a franchise agreement and, in select cases, a development agreement. The franchise arrangement requires the Company as franchisor to perform various activities to support the brand and does not involve the direct transfer of goods and services to the franchise owner as a customer. Activities performed by the Company before opening are distinguished from the franchise license. Therefore, the Company recognizes franchise fees as two performance obligations. The nature of the Company's promise in granting the franchise license is to provide the franchise owner with access to the brand's intellectual property over the term of the franchise arrangement.

The transaction price in a standard franchise arrangement consists of (a) franchise/development fees; (b) Marketing, brand development and royalties Fees and (c) IT Fees; (d) Annual Conference Fees. The Company utilize ASC 606 five-steps revenue recognition model as follows:

- Identify the contract with the customer.
- Identify the performance obligation in the contract.
- Determine the transaction price.
- Allocate the transaction price to the performance obligations.
- Recognize revenue when (or as) each performance obligation is satisfied.

The terms of the Company's franchise agreement will be as follows:

- The Company will grant the right to use the Company name, trademark, and system in the franchisee's franchise development business.
- The franchisee is obligated to pay a non-refundable initial franchise fee.
- The franchisee is obligated to pay monthly royalties, marketing, IT, and annual conference fees. Certain other fees are also outlined in the agreement.

Franchise revenues are recognized by the Company from the following different sources: The Company recognizes franchise fees as two (2) performance obligations. The first, pre-opening services, including access to manuals, assistance in site selection, and initial training, have been determined to be distinct services offered to franchisees. Pre-opening services are earned over a period using an input method of completion based on costs incurred for each franchisee at the end of each year.

The second, access to the franchise license, has been determined to be distinct. The amount allocated to the franchise license is earned over time as performance obligations are satisfied due to the continuous transfer of control to the franchisee. Franchise and development fees are paid in advance of the franchise opening, typically when entering into a new franchise or development agreement. Fees allocated to the franchise license are recognized as revenue on a

straight-line basis over the term of each respective franchise agreement. Initial franchise agreement terms are typically 10 years while successive agreement terms are typically 10 years.

Variable Considerations

Franchise agreements contain variable considerations in the form of royalty fees and brand development (advertising). These fees are based on franchisee sales and are recorded as revenue and recognized as these services are delivered because the variable payment relates specifically to the performance obligation of using the license.

Contracts Assets and Liabilities Balances

The Company incurs costs that are directly attributable to obtaining a contract, for example, commission fees, broker fees, and referral fees. Under ASC 606, costs that are directly associated with obtaining a contract are to be capitalized and recognized over the term of the agreement. Capitalized costs are included in deferred expenses on the accompanying balance sheet. As such, direct franchise license costs are recognized over the franchise and renewal term, which is the performance obligation, and is typically the franchise agreement's term. If a customer is terminated, the remaining deferred expense will be recognized as expenses.

Deferred revenue consists of the remaining initial franchise fees to be amortized over the life of the franchise agreements. Deferred revenue is a result of the collection of the initial franchise fee at the time of the signing of the franchise agreement and will fluctuate each year based on the number of franchise agreements signed.

The Company didn't generate any revenue as of the balance sheet date but will be implementing ASC 606 to recognize its revenue once a sale has been made.

G. Recent Accounting Pronouncements

FASB ASU No. 2016-02 – Leases (Topic 842) is effective for the calendar year 2022. The standard requires lessees to recognize right-of-use assets and liabilities for most leases with terms longer than twelve months. The Company has evaluated the impact of this standard on its financial statements and determined that it doesn't have any lease that meet the requirement to recognize a right-of-use asset and liability because the Company doesn't have any long-term leases.

3. CASH AND CASH EQUIVALENTS

The Company maintains its cash balance in U.S. noninterest-bearing transaction accounts which are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. On March 19, 2024, the Company's cash balance exceeded the FDIC insurance limits by \$250,000.

The Company considers all cash in the bank and investments in highly liquid debt instruments with maturities of three months or less to be cash equivalents. As of March 19, 2024, the Company has approximately \$500,000 in cash in their operating bank account.

The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash.

4. SUBSEQUENT EVENTS

Management has evaluated subsequent events through April 24, 2024, which is the date the financial statement was available to be issued. The Company did not have any material recognizable subsequent events that would require adjustment to, or disclosure in, the financial statement.

EXHIBIT F

OPERATIONS MANUAL TABLE OF CONTENTS

The French Workshop Franchise Operations Manual

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APPENDICES:

ALLERGEN BOOK
EQUIPMENT CLEANING GUIDE
FORMS AND SAMPLES
INVENTORY MANAGEMENT
PRE-OPENING
RECIPE AND PREP
TRAINING

EXHIBIT G

SAMPLE FORM OF GENERAL RELEASE

GRANT OF FRANCHISOR CONSENT AND FRANCHISEE RELEASE

[illegible]

Consistent with the previous introduction, you, on your own behalf and on behalf of your successors, heirs, executors, administrators, personal representatives, agents, assigns, partners, shareholders, members, directors, officers, principals, employees, and affiliated entities (collectively, the “Releasing Parties”), hereby forever release and discharge us and our affiliates, our and their current and former officers, directors, shareholders, principals, employees, agents, representatives, affiliated entities, successors, and assigns (collectively, the “Franchisor Parties”) from any and all claims, damages (known and unknown), demands, causes of action, suits, duties, liabilities, and agreements of any nature and kind (collectively, “Claims”) that you and any of the other Releasing Parties now has, ever had, or, but for this document, hereafter would or could have against any of the Franchisor Parties (1) arising out of or related to the Franchisor Parties’ obligations under the Franchise Agreement or (2) otherwise arising from or related to your and the other Releasing Parties’ relationship, from the beginning of time to the date of your signature below, with any of the Franchisor Parties. You, on your own behalf and on behalf of the other Releasing Parties, further covenant not to sue any of the Franchisor Parties on any of the Claims

TFW Franchise LLC - 2024 FDD
Exhibit G- Sample Form General Release
ACTIVE 691803118v1

released by this paragraph and represent that you have not assigned any of the Claims released by this paragraph to any individual or entity that is not bound by this paragraph.

We also are entitled to a release and covenant not to sue from your owners. By his, her, or their separate signatures below, your transferring owners likewise grant to us the release and covenant not to sue provided above.

The foregoing release does not apply to claims arising under the Washington Franchise Investment Protection Act, chapter 19.100 RCW, or any rules or order adopted thereunder, in accordance with RCW 19.100.220(2).

[Signature Page Follows]

Sample Form of Consent/Release-2

TFW FRANCHISE LLC,
a Delaware limited liability company

By: _____

Title: _____

FRANCHISEE,
a/an _____

By: _____

Title: _____

Sample Form of Consent/Release-3

EXHIBIT H

LISTS OF CURRENT AND FORMER FRANCHISE OWNERS

LISTS OF CURRENT AND FORMER FRANCHISE OWNERS

Franchise Owners as of the Prior Fiscal Year End:

Operational: N/A

Signed Franchise Agreement but Have Not Yet Opened: N/A

Former Franchise Owners that Departed the Franchise Network during Prior Fiscal Year:

The name, city and state, and current business telephone number (or if unknown, the last known home telephone number) of each franchise owner who had an outlet terminated, canceled, not renewed, transferred, or otherwise voluntarily or involuntarily ceased to do business under our Franchise Agreement during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document, is listed below. The states listed below in which these former franchise owners may be contacted are not necessarily the same states in which the former franchise owners' franchised businesses were located. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

N/A

Former Franchise Owners that Departed the Franchise Network Since the end of the Prior Fiscal Year:

N/A

EXHIBIT I

FRANCHISE OWNER DISCLOSURE QUESTIONNAIRE

FRANCHISE OWNER DISCLOSURE QUESTIONNAIRE

Do not sign this Questionnaire if you are a resident of Maryland or the franchise is to be operated in Maryland.

As you know, TFW Franchise LLC (“we” or “us”), and you are preparing to enter into a Franchise Agreement for the operation of a The French Workshop Bakery franchise. The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we have not authorized, or that may be untrue, inaccurate or misleading, in order to be certain that you have been properly represented in this transaction and that you understand the limitations on claims you may make arising from the purchase and operation of your franchise. **You cannot sign or date this Questionnaire the same day as the receipt for the Franchise Disclosure Document; instead, you must sign and date it the same day you sign the Franchise Agreement and pay your franchise fee.** Please review each of the following questions carefully and provide honest responses to each question. If you answer “No” to any of the questions below, then please explain your answer on the back of this sheet.

- Yes__ No__ 1. Have you received and personally reviewed the Franchise Agreement and each attachment or schedule attached to it?
- Yes__ No__ 2. Have you received and personally reviewed the Franchise Disclosure Document we provided?
- Yes__ No__ 3. Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?
- Yes__ No__ 4. Do you understand all the information contained in the Franchise Disclosure Document and Franchise Agreement?
- Yes__ No__ 5. Have you reviewed the Franchise Disclosure Document and Franchise Agreement with a lawyer, accountant or other professional advisor?
- Yes__ No__ 6. Have you discussed the benefits and risks of developing and operating a The French Workshop Bakery franchise with an existing The French Workshop Bakery franchise owner?
- Yes__ No__ 7. Do you understand the risks of developing and operating a The French Workshop Bakery franchise?
- Yes__ No__ 8. Do you understand the success or failure of your franchise will depend in large part upon your skills, abilities and efforts and those of the persons you employ as well as many factors beyond your control such as competition, interest rates, the economy, inflation, labor and supply costs and other relevant factors?

- Yes__ No__ 9. Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be arbitrated in New York, New York?
- Yes__ No__ 10. Do you understand that you must satisfactorily complete the initial training course before we will allow your franchised business to open, or otherwise before we will consent to a transfer of your franchised business?
- Yes__ No__ 11. Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a The French Workshop Bakery franchise that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
- Yes__ No__ 12. Do you agree that no employee or other person speaking on our behalf made any statement or promise to you, or any agreement with you, other than those matters addressed in your Franchise Agreement, concerning advertising, marketing, media support, marketing penetration, training, support service or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
- Yes__ No__ 13. Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a The French Workshop Bakery franchise will generate, that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
- Yes__ No__ 14. Do you understand that the Franchise Agreement and attachments to the Franchise Agreement contain the entire agreement between us and you concerning the franchise for a The French Workshop Bakery business, meaning any prior oral or written statements not set out in the Franchise Agreement or the attachments to the Franchise Agreement will not be binding? When considering this question, please note that nothing in the Franchise Agreement or the attachments to the Franchise Agreement will disclaim or require you (the franchise owner) to waive reliance on any representation that we made in our most recent franchise disclosure document (including its exhibits and amendments) delivered to you or your representative.

[Signature Page Follows.]

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

Signature of Franchise Applicant

Signature of Franchise Applicant

Name (please print)

Name (please print)

Dated

Dated

Signature of Franchise Applicant

Signature of Franchise Applicant

Name (please print)

Name (please print)

Dated

Dated

EXPLANATION OF ANY NEGATIVE RESPONSES (REFER TO QUESTION NUMBER):

EXHIBIT J

STATE ADDENDA TO DISCLOSURE DOCUMENT

FOR THE STATE OF MARYLAND

1. The Special Risks Factor Page is amended by adding the following risk factors:

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

Spousal Liability. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

2. Item 5 is amended by adding the following language to the end of the Item:

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

3. Item 17 is amended by adding the following language after the table:

- (a) You may sue in Maryland for claims arising under the Maryland franchise registration and disclosure law (the "**Maryland Law**"). Any claims arising under the Maryland law must be brought within 3 years after the grant of the franchise.
- (b) The provision in the franchise agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under Federal Bankruptcy Law (11 U.S.C. Section 1010 et seq.)
- (c) Pursuant to COMAR 02.02.08.16L, the General Release required as a condition of renewal, sale and/or transfer does not apply to any liability under the Maryland law.
- (d) The franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

4. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration Law.

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.

FOR THE STATE OF NEW YORK

The following provisions supersede the Disclosure Document and apply to all franchises offered and sold in the State of New York:

1. The following paragraphs are added to the end of the State Cover Page:

THIS OFFERING PROSPECTUS IS PROVIDED FOR YOUR OWN PROTECTION AND CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THIS OFFERING PROSPECTUS AND ALL CONTRACTS OR AGREEMENTS SHOULD BE READ CAREFULLY IN THEIR ENTIRETY FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

ALTHOUGH THESE FRANCHISES HAVE BEEN ACCEPTED FOR FILING, SUCH FILING UNDER GENERAL BUSINESS LAW, ARTICLE 33 OF THE STATE OF NEW YORK DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE NEW YORK STATE DEPARTMENT OF LAW THAT THE INFORMATION PROVIDED HEREIN IS TRUE. THE DEPARTMENT'S REVIEW DID NOT INCLUDE A DETAILED EXAMINATION OF THE MATERIALS SUBMITTED. A FALSE, INCOMPLETE, INACCURATE OR MISLEADING STATEMENT MAY CONSTITUTE A VIOLATION OF BOTH FEDERAL AND STATE LAW, AND SHOULD BE REPORTED TO BOTH THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C., 20580 AND THE NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005.

GENERAL BUSINESS LAW, ARTICLE 33 OF THE STATE OF NEW YORK MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE A COPY OF THE OFFERING PROSPECTUS, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE AT THE EARLIER OF (a) THE FIRST PERSONAL MEETING BETWEEN THE FRANCHISOR OR ITS AGENT AND THE PROSPECTIVE FRANCHISEE, (b) AT LEAST TEN BUSINESS DAYS PRIOR TO THE EXECUTION OF A BINDING FRANCHISE OR OTHER AGREEMENT OR (c) AT LEAST TEN BUSINESS DAYS PRIOR TO THE RECEIPT OF ANY CONSIDERATION IN CONNECTION WITH THE SALE OR PROPOSED SALE OF A FRANCHISE.

THE FRANCHISOR MAY NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THIS PROSPECTUS. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON YOU TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS PROSPECTUS.

2. Item 3 is amended by adding the following language to the beginning of such Item:

To the best of our knowledge, except as otherwise disclosed below, neither we, our predecessor, nor any other person or franchise sales agent identified in Item 2 of this

Disclosure Document:

Has pending any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) alleging a violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations;

Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the date of this Disclosure Document, been convicted of a misdemeanor or pleaded nolo contendere to a misdemeanor charge or been held liable in a civil action by final judgment or been the subject of a material complaint or other legal proceeding if such misdemeanor conviction or charge or civil action, complaint or other legal proceeding involved violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations; or

Is subject to any injunctive or restrictive order or decree relating to franchises or under any Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law as a result of a concluded or pending action or proceeding brought by a public agency.

3. Item 4 is amended by adding the following language to the beginning of such Item:

To the best of our knowledge, except as otherwise disclosed below, neither we, our affiliates, our predecessor, or our officers, during the ten-year period immediately before the date of this Disclosure Document:

Has filed as debtor (or had filed against it) a petition to start an action under the United States Bankruptcy Code;

Has obtained a discharge of its debts under the United States Bankruptcy Code; or

Was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the United States Bankruptcy Code or that obtained a discharge of its debts under the United States Bankruptcy Code during or within one year after the officer or general partner of the franchisor held this position in the company or partnership.

4. Item 11 is amended by adding the following sentence at the end of section 3 of the Ongoing Assistance section:

We may modify the Operations Manual. However, no change to the Operations Manual will be made which would impose an unreasonable economic burden on you, unreasonably increase your obligations, or materially alter your status or rights under the Franchise Agreement.

5. Item 17 is amended by adding the following language at the beginning of the Item:

THIS TABLE LISTS CERTAIN IMPORTANT PROVISIONS OF THE FRANCHISE AND RELATED AGREEMENTS PERTAINING TO RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION. YOU SHOULD READ THESE PROVISIONS IN THE AGREEMENTS ATTACHED TO THIS DISCLOSURE

DOCUMENT.

6. Row (d) of Item 17 entitled “Termination by franchisee” is amended by adding the following language to the Summary column:

You may terminate the Agreement on any grounds available by law.

7. Row (j) of Item 17 entitled “Assignment of contract by franchisor” is amended by adding the following to the Summary column:

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor is willing and financially able to assume the franchisor’s obligations under the Franchise Agreement.

8. Row (w) of Item 17 entitled “Choice of law” is amended by adding the following to the Summary Section:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

9. The following is added immediately preceding Item 23:

We represent that this prospectus does not knowingly omit any material fact or contain any untrue statement of a material fact.

10. 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.

FOR THE STATE OF VIRGINIA

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 17 h:

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 Rider 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.

2. The proposed agreements described in Item 22, including all agreements that a franchisee must sign, are accurately presented in this Disclosure Document.

3. 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.

TFW FRANCHISE LLC
STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, 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:

<u>State</u>	<u>Effective Date</u>
California	Not Effective
Hawaii	Not Effective
Illinois	Not Effective
Indiana	Not Effective
Maryland	Pending
Michigan	Not Effective
Minnesota	Not Effective
New York	Pending
North Dakota	Not Effective
Rhode Island	Not Effective
South Dakota	Not Effective
Virginia	Pending
Washington	Not Effective
Wisconsin	Not Effective

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

ITEM 23
RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If TFW Franchise LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **[New York requires you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.]**

If TFW Franchise LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit A.

The franchisor is TFW Franchise LLC, located at 3839 Bell Blvd., Suite 233, Bayside, New York 11361. Its telephone number is 914-810-7470.

The franchise sellers for this offering are Graham Buckley, 3839 Bell Blvd., Suite 233, Bayside, New York 1136, 646.957.7063 and/or _____.

Issuance Date: April 26, 2024

We authorize the respective state agencies identified on Exhibit B to receive service of process for us in the particular state.

I have received a Disclosure Document dated April 26, 2024 that included the following Exhibits:

Exhibit A	List of State Administrators
Exhibit B	List of State Agents for Service of Process
Exhibit C	Franchise Agreement
Exhibit D	State Addenda to Franchise Agreement
Exhibit E	Financial Statements
Exhibit F	Operations Manual Table of Contents
Exhibit G	Sample Form of General Release
Exhibit H	Lists of Current and Former Franchise Owners
Exhibit I	Franchise Owner Disclosure Questionnaire
Exhibit J	State Addenda to Disclosure Document

Date

(Sign, Date and Keep This Copy for Your
Records)

Prospective Franchise Owner

Authorized Signature

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Date

Prospective Franchise Owner

Authorized Signature

Please sign this copy of the receipt, date your signature, and return it to us at Franchise@TheFrenchWorkshop.com.