FRANCHISE DISCLOSURE DOCUMENT

WetFuel Franchising, LLC
A Wyoming Limited Liability Company
2796 E Rochester Ct, Meridian, ID 83646
208-576-9538
franchising@wetfuel.com
www.WetFuelFranchising.com

As a WetFuel franchisee, you will operate a specialized mobile fuel delivery business that provides on-demand fueling services for commercial fleets, equipment, generators, and job sites. The WetFuel brand delivers fuel and DEF directly into tanks, helping customers eliminate downtime, reduce labor costs, and improve operational efficiency. Franchisees operate under the WetFuel brand using a proven service model, technology platform, and fully equipped DEF-capable fuel trucks. Franchisees will operate the business under the brand "WetFuel."

The total investment necessary to begin operation of a WetFuel franchise is $172,000 to $490,500. This includes $61,500 to $64,000 that must be paid to the franchisor or 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, please contact Cory Albertson and Stephen Thomas at 2796 E Rochester Ct, Meridian, ID 83646 and 208-576-9538.

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: March 10th, 2026

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit 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 F 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 WetFuel 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 an WetFuel 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 by mediation, arbitration and/or litigation only in Idaho. 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 in Idaho than in your own state.

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.

(THE FOLLOWING APPLIES TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY)

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

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

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

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

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

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

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

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

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

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

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

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

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

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

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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

Any questions regarding this notice should be directed to:

State of Michigan Department of Attorney General
G. Mennen Williams Building, 7th Floor
525 W. Ottawa Street
Lansing, Michigan 48909
Telephone Number: (517) 373 7117

TABLE OF CONTENTS

Item **Page**

Item 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES ... 1
Item 2 BUSINESS EXPERIENCE ... 4
Item 3 LITIGATION ... 4
Item 4 BANKRUPTCY ... 4
Item 5 INITIAL FEES ... 5
Item 6 OTHER FEES ... 5
Item 7 ESTIMATED INITIAL INVESTMENT ... 17
Item 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES ... 20
Item 9 FRANCHISEE'S OBLIGATIONS ... 28
Item 10 FINANCING ... 32
Item 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING ... 32
Item 12 TERRITORY ... 43
Item 13 TRADEMARKS ... 46
Item 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION ... 49
Item 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS ... 50
Item 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL ... 50
Item 17 RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION ... 51
Item 18 PUBLIC FIGURES ... 56
Item 19 FINANCIAL PERFORMANCE REPRESENTATIONS ... 56
Item 20 OUTLETS AND FRANCHISEE INFORMATION ... 60
Item 21 FINANCIAL STATEMENTS ... 63
Item 22 CONTRACTS ... 63
Item 23 RECEIPTS ... 63

Exhibits

A. State Administrators and Agents for Service of Process
B. Franchise Agreement (with Guaranty and Non-Compete Agreement)
C. Form of General Release
D. Financial Statements
E. Brand Standards Manual Table of Contents
F. Current and Former Franchisees
G. State Addenda to Disclosure Document
H. State Addenda to Franchise Agreement
State Effective Dates
Receipt (2 copies)

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

In this disclosure document, "we", "us," or "our" refers to WetFuel Franchising, LLC. "You" means the person to whom we grant a franchise. If you are a corporation, limited liability company, or other entity, each owner of the franchise entity must sign our Guaranty and Non-Compete Agreement, which means that all of the franchise agreement's provisions also will apply to your owners.

Us, Any Parents, and Certain Affiliates

Our name is WetFuel Franchising, LLC. Our principal business address is 2796 E Rochester Ct, Meridian, ID 83646. We do not have any parent entities. WetFuel Franchising, LLC has an affiliate, WetFuel, LLC, which operates a mobile fuel delivery business and may provide operational support, industry expertise, and services to franchisees from time to time.

Our Predecessors

We do not have any predecessors.

Our Business Name

We use the names "WetFuel Franchising, LLC" and "WetFuel". We do not intend to use any other names to conduct business.

Agent for Service of Process

Our agent for service of process in Wyoming is Registered Agents, Inc. and the agent's principal business address is 30 N Gould St, Ste R, Sheridan, WY 82801. Our agents for service of process in other states are disclosed in Exhibit A.

Business Organization

We are a Wyoming Limited Liability Company. We were formed on 7/07/2025.

Information About Our Business and the Franchises Offered

We do not operate businesses of the type being franchised, but our Affiliate, WetFuel, LLC has operated this type of business model since 2023.

We do not have any other business activities. We have not offered franchises in other lines of business.

If you sign a franchise agreement with us, you will develop and operate a specialized mobile fuel delivery business that provides on-demand fueling services for commercial fleets, equipment, generators, and job sites. The WetFuel brand delivers fuel and DEF directly into tanks, helping customers eliminate downtime, reduce labor costs, and improve operational efficiency.

Franchisees operate under the WetFuel brand using a proven service model, technology platform, and fully equipped DEF-capable fuel trucks, under the trade name WetFuel.

WetFuel may grant a franchisee the right to operate in one or more territories under a single Franchise Agreement. If you purchase multiple territories at the same time, you will sign one Franchise Agreement covering all awarded territories, and each Territory or Territories will be identified in the Territory and Location Acceptance (Attachment 3 to Franchise Agreement) attached to the Franchise Agreement. Unless we require otherwise, you will not sign a separate Franchise Agreement for each Territory or Territories awarded at the same time.

WetFuel is a certified disabled Veteran-owned mobile fueling company, specializing in on-site delivery of diesel, gasoline, and DEF directly to fleets, equipment, and generators. We eliminate downtime, off-route fueling, and theft risk by bringing fuel straight to your job site, 24/7, no contracts required. Backed by over 15 years of direct wet hose fueling experience, our team understands the urgency and precision required to keep operations moving. Built on military discipline and business efficiency, WetFuel is trusted by construction crews, logistics operators, and emergency service providers across the region. Our brand-new trucks, hands-on service, and reliable delivery model set a new standard in the fuel industry. We're growing fast and expanding into new markets, all while staying true to our mission: to keep fleets running and businesses moving by delivering fuel directly where it is needed, with safety, accuracy, professionalism, and environmental responsibility at the core of every delivery.

We operate in the Mobile Fueling Services market that is well developed. Our products and services are offered year-round. You will compete for customers with independent owners, national chains, regional chains, and franchised businesses, offering on-demand delivery service of diesel, gasoline, and DEF directly to fleets, equipment and generators.

Laws and Regulations

Operation of a Small Business will require you to be aware of federal, state and local regulations that are common to all businesses including federal, state, and local employment laws and regulations, specifically including minimum wage and wage requirements.

The laws and regulations will vary greatly from state to state. Here are the more specific regulatory requirements you'll likely need to satisfy in many states:

1. Licensing / Permits
    - Obtain a motor fuel transporter license or special fuel dealer license.
    - Some states require a separate mobile fueling permit, especially if dispensing directly into vehicles.
    - Permits for each location of service if local jurisdictions require "site permits" for mobile dispensing.
2. Manifesting & Reporting
    - Maintain documentation (shipping documents, bills of lading, delivery tickets) for each load of fuel. Details often include origin, destination, volumes, type of fuel, etc. (e.g., Wisconsin, Georgia)
    - Regular reporting to state tax/energy/fuels regulatory agencies of deliveries made.

3. Vehicle & Safety Compliance
    - Trucks/tankers must meet safety and vehicle standards (DOT / FMCSA for interstate transport) if hazardous.
    - Placards, signage indicating “Flammable Fuel” or “Hazardous Material,” name/address of owner, registration numbers on transport tank. (Georgia, others)
4. Fire, Spill & Environmental Safety
    - Fire code compliance: distance from ignition, use of approved nozzles/hoses, spill kits, shut-off valves, etc. Washington’s WAC 51-54A-5707 is a good reference.
    - Underground storage tank laws & prohibition rules (EPA’s UST program) for certain deliveries, especially to USTs.
    - EPA regulations for fuel formulations, additives, sulfur content, vapor pressure etc.
5. Taxation & Fuel Taxes
    - States have excise taxes on motor fuel, “special fuel,” etc. When you deliver fuel, you may act as distributor or carrier, triggering tax liabilities. (e.g., Virginia Motor Fuel Licensing)
    - Often must report monthly or quarterly fuel delivery and sales.
6. Operational & Local Zoning Rules
    - Local ordinances and fire marshal approvals: many jurisdictions limit mobile fueling to certain areas or certain types of sites (e.g., business lots, fleet yards, events). Illinois is an example of this requirement.
    - Local environmental, safety, and building codes may require inspection, notification, bonding.
7. Insurance & Liability Requirements
    - Must carry sufficient commercial/general liability insurance. Potential environmental liability / pollution liability insurance.
    - Worker safety laws if employees are involved (OSHA).

Beyond state law, federal regulations that may apply include:

- DOT / FMCSA rules for transporting hazardous materials (if your mobile fueling involves interstate or certain quantities).
- EPA regulations on fuel standards, fuel additives, clean air emissions, underground tank delivery prohibition under the Energy Policy Act (for USTs)
- Clean Air Act and its fuel regulations (e.g. vapor pressure, sulfur content, emissions standards)
- Possibly Hazardous Materials Transportation Act (HMTA) if you transport fuel that is classified as hazardous.

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

Prior Business Experience

We have offered franchises since September 2025. None of our affiliates has offered franchises in other lines of business. None of our affiliates provides products or services to our franchisees.

Our affiliate, WetFuel, LLC has operated WetFuel in Meridian, Idaho since 2023. This affiliate has the same business address as us and the Idaho Limited Liability Company was formed 11/26/2023.

Item 2
BUSINESS EXPERIENCE

Cory Albertson- Member. Cory Albertson has been our Member in Meridian, Idaho, since 7/2025.

Employer	Title	Start Date (month/year)	End Date (month/year)	City, State
WetFuel, LLC	Founder/CEO	11/2023	Present	Meridian, ID
Craftsman Unlimited Haircuts	Founder/Co-Owner	3/2017	10/2021	Meridian, ID

Stephen Thomas- Member. Stephen Thomas has been our Member in Meridian, Idaho, since 7/2025.

Employer	Title	Start Date (month/year)	End Date (month/year)	City, State
WetFuel, LLC	Founder/Director of Training	11/2023	Present	Meridian, ID
Craftsman Unlimited Haircuts	Founder/Co-Owner	3/2017	10/2021	Meridian, ID
Co-Energy Fuel Delivery	Fuel & Oil Delivery	1/2014	11/2023	Boise, ID

Item 3
LITIGATION

No litigation is required to be disclosed in this Item.

Item 4
BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

Item 5
INITIAL FEES

Franchise Fee

When you sign your franchise agreement, you must pay us $60,000 as the initial franchise fee. This fee is uniform and is not refundable. The franchisee must also pay ongoing fees described in Item 6, including royalty fees, brand fund contributions, and other fees. If we conclude that the Operating Principal or Operations Manager is unable to complete any phase of our initial training program to our satisfaction, we may terminate the Franchise Agreement, in which case we will refund the Initial Franchise Fee (subject to your execution of a release), less $5,000. Otherwise, the Initial Franchise Fee is deemed fully earned upon payment and is not refundable under any circumstances.

You may purchase additional population for a cost of $0.25 per person. If you choose to purchase additional Territory or Territories, you would pay an increased Franchise Fee based on the amount of additional people beyond the 300,000 population.

If you purchase multiple territories at the same time, all awarded territories will be documented under one Franchise Agreement, with each Territory or Territories listed in the Territory and Location Attachment 3 to Franchise Agreement. You will not sign a separate Franchise Agreement for each Territory or Territories unless we require otherwise.

We participate in a Veterans incentive program to support U.S. military veterans in business ownership. If you are an honorably discharged veteran of the U.S. Armed Forces and provide satisfactory documentation (such as a DD Form 214), we offer a discount of 10% off the initial franchise fee for the first franchised business you purchase. This discount applies only to the initial franchise fee; all other fees in this Agreement remain unchanged and are payable as stated. The Franchise Fee for Veterans will be $54,000.

FRANCHISE FEE STRUCTURE			
# of Territories	Population*	Cumulative Initial Franchise Fee	Individual Franchise Fee*
1	300,000	$60,000	$60,000
2	600,000	$100,000	$40,000
3	900,000	$135,000	$35,000
4	1,200,000	$165,000	$30,000
5	1,500,000	$195,000	$30,000
6	1,800,000	$225,000	$30,000
7	2,100,000	$255,000	$30,000
8	2,400,000	$285,000	$30,000
9	2,700,000	$315,000	$30,000
10	3,000,000	$345,000	$30,000
**** Additional Territory may be purchased for $.25/person***			
****Discounted franchise fee is only applicable when territories are purchased at the same time***			

You must pay the Initial Franchise Fee in full at the time you sign the Franchise Agreement. If we conclude that the Operating Principal or Operations Manager is unable to complete any phase of our initial training program to our satisfaction, we may terminate the Franchise Agreement, in which case we will refund the Initial Franchise Fee (subject to your execution of a release), less $5,000. Otherwise, the Initial Franchise Fee is deemed fully earned upon payment and is not refundable under any circumstances.

In the event that you purchase multiple contiguous Territories at the same time, and you are in the process of obtaining funding from a financial institution for the purpose of paying the Total Initial Franchise Fees, then we may, in our discretion, permit you to pay the Total Initial Franchise Fees in installments and upon signing of the Franchise Agreements as follows: (a) payment of the full Initial Franchise Fee for Territory 1 plus a minimum of $5,000 for each additional Territory due at the time you sign the Franchise Agreements, and (b) the remainder to be paid for the additional Territories in full upon the earlier of (i) 90 days from the execution of the Franchise Agreements or (ii) the date you receive the funding. The initial payment is non-refundable. If you fail to pay the remaining balance of the Total Initial Franchise Fees, then we have the right to terminate your Franchise Agreements.

Technology Setup and Onboarding Fee

When you are opening the franchised business, you will be required to pay us a Technology Setup fee of $1,500 to $4,000 for technology implementation and set up. These costs are uniform and non-refundable.

Item 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty	9% of Gross Profit	Monthly, on the 15th of the following month	See Note 1 and Note 2. Gross Profit calculations must be supported by purchase invoices and system generated reports approved by WetFuel. "Gross Profit" means the total dollar amount of all sales generated through your business during the applicable period minus the direct cost of fuel, oil, DEF, or other products sold during that period. Gross Profit does not include sales tax collected, bona fide refunds to customers, or the sale of used equipment not in the ordinary course of business. No other operating expenses may be deducted when calculating Gross Profit.
Brand Fund Contribution	Brand Fund Contribution. Type of Fee: Brand Fund Contribution. Amount: One percent (1%) of Gross Profit per month or Five Hundred Dollars ($500) per month, whichever is greater. Maximum two percent (2%) of Gross Profit.	Monthly, on the 15th of the following month	Used by Franchisor for system marketing, brand creative, national digital, SEO, brand website, sales material development, and brand-fund administrative costs as described in Item 11. Withdrawn by ACH from Franchisee's designated bank account. The Brand Fund will not be used to solicit new franchise sales. Company-owned outlets are not currently obligated to contribute. Annual unaudited Brand Fund statement provided within 120 days of fiscal year-end upon written request.
Market Cooperative Contribution	Up to one percent (1%) of Gross Profit per month, or $250 per month, whichever is greater, if Franchisor establishes a regional or local advertising cooperative covering Franchisee's Territory.	Monthly, as established by the cooperative.	Franchisor reserves the right to require franchisees to participate in regional or local advertising cooperatives. Cooperative voting rights, administration, and reporting are described in Item 11.

Type of Fee	Amount	Due Date	Remarks
Local Marketing/Required Spending (Ongoing)	Currently the greater of $750 per month or one percent (1%) of Gross Profit, provided that it will not exceed two percent (2%) of Gross Profit in any given month. Max 2% of Gross Profit per month, plus advertising agency management fees.	Monthly	Payable to third-party suppliers or to us for payment directly to National Account vendors where required. All advertising must be approved by us prior to publications or use. Spent on Franchisor-approved categories (digital advertising, trade show, dealer co-marketing, direct outreach, premium signage, branded uniforms beyond standard, grand-opening event costs, local press/podcast). Franchisee may elect to use the optional Centralized Local Marketing Service (CLMS) below to satisfy a portion of this requirement.
Centralized Local Marketing Service (CLMS) (Optional Fee)	$500 per month if elected	Monthly, on the 15th.	Optional; Franchisee may elect at any time and may discontinue with thirty (30) days written notice. Subscription, if elected, satisfies $500 of the Local Marketing Spend Requirement. Includes Franchisor-managed Google LSA / Google Ads, monthly social posting, monthly local SEO and Google Business Profile management, and monthly performance dashboard. Provided by Franchisor or designated agency. Payable to Franchisor or designated agency by ACH.

Type of Fee	Amount	Due Date	Remarks
Opening Advertising (Initial Six Months)	Minimum of $750 and maximum of $10,000, in the aggregate, allocated by Franchisor across approved usage categories.	As incurred during the Opening Advertising Window, beginning thirty (30) days prior to your projected opening date and ending five (5) months after your actual opening date	Payable to third-party vendors approved by Franchisor or to Franchisor for Franchisor-provided services. Approved spend categories may include digital advertising (Google Local Services Ads, Google Ads), grand opening event costs, signage, personal vehicle wraps (design approval required), branded uniforms beyond standard issue, equipment dealer co-marketing, trade show participation, and direct outreach to fleet managers. Franchisee must submit receipts and proof of expenditure to Franchisor within thirty (30) days of each expenditure. Franchisor may, upon thirty (30) days written notice and an opportunity to cure, spend any unspent portion of the Opening Advertising obligation on Franchisee's behalf and bill that amount to Franchisee, payable on demand. This obligation is in addition to ongoing Local Marketing/Required Spending and Brand Fund contributions.
Refresher Training / On-site training	All expenses incurred by your representatives in attending refresher training are your responsibility; for additional on-site training, you must pay us our then-current per diem charges and out-of-pocket expenses	Upon demand.	We require that your Operating Principal, Operations Manager and other employees attend and successfully complete refresher training programs or seminars to be conducted at such location as we designate.

Type of Fee	Amount	Due Date	Remarks
Replacement / Additional Training fee	Additional trainees or replacement trainees may attend any future training courses based on available space and scheduling at no additional cost. If no courses are scheduled, or no space is available, the current Training Fee may be assessed. For training at your location, our then-current daily fees per trainer will be charged. Currently our fee is $500 per trainer per day plus travel, per diem and lodging expenses as required.	Upon demand.	If you send a manager or other employee to our training program after you open, we will charge our then-current training fee. We provide initial training for up to three individuals (typically the Operating Principal, Operations Manager and Salesperson) at no charge. We require any new Operating Principal or replacement Operations Manager or Salesperson to complete our training program, and we may charge a fee for such training. If no courses are schedule or space in such courses is unavailable, we may also charge a fee for training for any individuals that we train beyond the two individuals that we train at no charge.
Additional Opening Assistance	Our service fee as specified in the Manuals (which is currently $500 per day); plus our expenses and costs	Time of assistance.	If you request assistance or training, in addition to the pre-opening and opening training that we provide, we charge you for this additional assistance.
Additional Advertising and Promotional Materials	$250 - $500	As billed.	If we provide you with advertising and promotional materials to use in your Franchise, we charge a reasonable amount for these materials.

Type of Fee	Amount	Due Date	Remarks
Management Fee	Fifteen percent (15%) to Twenty-Five percent (25%) of Gross Profit while Franchisor (or its designee) operates the Franchised Business, plus reimbursement of actual costs incurred by Franchisor.	As accrued.	Triggered by Franchisee's death, disability, abandonment, material default, or operational failure (including any thirty (30)-day-or-greater suspension of operations without cure). See Item 17 and Franchise Agreement Article 15.
Third party vendors	Pass-through of costs, plus reasonable administrative charge. Currently, none. If imposed, the administrative charge will not exceed ten percent (10%) of pass-through cost in any given month, with thirty (30) days advance written notice before imposition or any increase.	Varies	We have the right to require franchisees to use third-party vendors and suppliers that we designate. Examples can include computer support vendors, mystery shopping, and customer feedback systems. The vendors and suppliers may bill franchisees directly, or we have the right to collect payment for these vendors together with a reasonable markup or charge for administering the payment program.
Supplier Evaluation Fee.	Up to $1,500 per alternate-supplier request (non-refundable), not to exceed $2,500.	When billed.	Covers Franchisor's evaluation costs (compliance, financials, integration testing, sample testing). See Item 8 Alternative Supplier Request procedure.
Software subscription	$500-$750 per month	Monthly	We require you to use certain software as described in Item 11. You pay subscription fees directly to the software supplier, and not to us. You must subscribe to certain required software systems used to operate the WetFuel system. Subscription fees are paid directly to the software provider.

Type of Fee	Amount	Due Date	Remarks
System Technology Fee	$200 to $500 per month	Monthly, once the system is implemented and required for use.	We may require franchisees to use certain technological systems in the operation of the franchised business. These systems may include, but are not limited to, a mobile application, dispatch and routing software, reporting systems, customer management platforms, and other operational technology we designate. Some or all these systems may currently be under development and may be implemented after you begin operating your franchised business. Once implemented, you must use the required technology systems and pay the applicable fees. We may modify, replace, upgrade, or add required technology systems from time to time in order to improve the operation of the WetFuel system.
Technology Setup and Onboarding Fee	$1,500 - $4,000	Prior to receiving access to the required technology systems.	This fee covers initial setup, onboarding, and configuration of required technology systems, including any mobile application, dispatch software, reporting platforms, or other operational technology required for the WetFuel system. Some technology systems may currently be under development and access will be provided once such systems become available.
Non-compliance fee	$500	On demand	We may charge you $500 if your business is not in compliance with our system specifications or the franchise agreement and you fail to correct the non-compliance after 30 days' notice. Thereafter, we may charge you $250 per week until you correct such non-compliance.
Reimbursement	Amount that we spend on your behalf, plus 10%	Within 15 days of invoice	If we pay any amount that you owe or are required to pay to a third party, you must reimburse us.

Type of Fee	Amount	Due Date	Remarks
Renewal Fee	$10,000	Upon execution of successor franchise agreement.	Payable to Franchisor as a condition of renewal. Conditioned on Franchisee being in good standing, current on all payments, executing the then-current Franchise Agreement, and completing any required upgrades or training. See Item 17(c).
Late fee	$100 plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law)	On demand	We may charge a late fee if you fail to make a required payment when due.
Interest Charge	1.5% per month from due date, or the maximum allowed by law.	If paid to us, same as Royalty Fee.	If you fail to pay us any amount when due, we may charge you interest on the unpaid amount until the amount is received.
Insufficient funds fee	$30 (or, if such amount exceeds the maximum allowed by law, then the maximum allowed by law)	On demand	We may charge an insufficient funds fee if a payment made by you is returned because of insufficient funds in your account.
Costs of collection	Our actual costs	As incurred	Payable if we incur costs (including reasonable attorney fees) in attempting to collect amounts you owe to us.
Breach of territory fee	The greater of (i) $500 or (ii) 75% of the amount paid by the customer outside of your territory.	On demand	If you serve a customer outside of your Territory or Territories without our prior written permission, we may impose this fee.
Special support fee	Our then-current fee, plus our expenses. Currently, $600 per day.	On demand	If we provide in-person support to you in response to your request, we may charge this fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support).

Type of Fee	Amount	Due Date	Remarks
Customer complaint resolution	Our expenses		We may take any action we deem appropriate to resolve a customer complaint about your business. If we respond to a customer complaint, we may require you to reimburse us for our expenses.
Records audit	Our actual cost	On demand	Payable only if (1) we audit you because you have failed to submit required reports or other non-compliance, or (2) the audit concludes that you under-reported Gross Profit by more than 3% for any month.
Special evaluation fee	$600, plus our out-of-pocket costs	On demand	Payable only if we conduct an in-person evaluation of your business because of a governmental report, customer complaint or other customer feedback, or your default or non-compliance with any system specification.
Non-compliance cure costs and fee	Our out-of-pocket costs and internal cost allocation, plus 10%	When billed	We may cure your non-compliance on your behalf (for example, if you do not have required insurance, we may purchase insurance for you), and you will owe our costs plus a 10% administrative fee.
Inspection fee	Our reasonable expenses	Upon Demand	We require you to reimburse our reasonable expenses for any inspection including re-inspections that we may undertake to ensure that deficiencies are corrected. Additionally, if you fail to correct the deficiencies within a reasonable time, we may (but need not) correct the deficiencies and will charge you for our actual expenses in taking such actions.

Type of Fee	Amount	Due Date	Remarks
Seminars, Conventions or Programs	Our then-current fee (between $500 to $750) per person), plus the actual cost of materials (if any).	Monthly or as incurred	We reserve the right to conduct required periodic meetings of all franchisees. Currently, attendance by at least Operating Principal or Operations Manager and Salesperson is mandatory. We may collect the annual convention fee on a monthly basis or in any other manner or frequency we determine. You must also pay your own costs and expenses, as well as the costs and expenses your employees incur in attending these meetings.
Transfer fee	**Fifty percent (50%) of the then current initial franchise fee**, plus any broker fees, training costs, legal fees, administrative costs, and other out of pocket costs incurred by WetFuel Franchising in connection with the proposed transfer.	Upon transfer.	Conditions include Franchisor approval of transferee; transferee meeting then-current franchisee qualifications; transferee completing Owner Certification; all current obligations satisfied; and execution of then-current Franchise Agreement and general release.
Liquidated damages	An amount equal to royalty fees and Brand Fund contributions for the lesser of (i) 2 years or (ii) the remaining weeks of the franchise term.	On demand	Payable if we terminate your franchise agreement because of your default, or if you terminate the franchise agreement without the right to do so.
Indemnity	Our costs and losses from any legal action related to the operation of your franchise	On demand	You must indemnify and defend (with counsel reasonably acceptable to us) us and our affiliates against all losses in any action by or against us related to, or alleged to arise out of, the operation of your franchise (unless caused by our misconduct or negligence).

Type of Fee	Amount	Due Date	Remarks
Prevailing party's legal costs	Our attorney fees, court costs, and other expenses of a legal proceeding, if we are the prevailing party	On demand	In any legal proceeding (including arbitration), the losing party must pay the prevailing party's attorney fees, court costs and other expenses.
Environmental Response Fee	Our actual costs incurred in responding to the environmental incident, spill, regulatory investigation, or safety violation, plus a 10% administrative fee	On demand	If we must respond to environmental incidents, spills, regulatory investigations, or safety violations caused by your operation.

All fees are payable only to us (other than local marketing spend and software subscription charges). All fees are imposed by us and collected by us (other than local marketing spend and software subscription charges). All fees are non-refundable. All fees are uniform for all franchisees, although we reserve the right to change, waive, or eliminate fees for any one or more franchisees as we deem appropriate.

There are currently no marketing cooperatives, purchasing cooperatives, or other cooperatives that impose fees on you.

Notes

1. "Gross Profit" means, for any reporting period, the total dollar amount of all revenue and other consideration of every kind derived from or related to the operation of the Franchised Business, whether received in cash, credit, barter, or otherwise, minus the Cost of Goods Sold, as defined below.

Gross Profit includes, without limitation:

- all sales of diesel fuel, gasoline, DEF, oils, lubricants, and other products
- delivery fees, service fees, environmental fees, minimum delivery charges, surcharges, and similar charges
- any other fees or charges associated with or arising from the Franchised Business

Gross Profit excludes only:

- bona fide refunds actually made to customers

- sales taxes or similar taxes collected from customers and remitted to the appropriate governmental authority
- proceeds from the sale of used equipment not in the ordinary course of business

2. We currently require you to pay royalty fees and other amounts due to us by pre-authorized bank draft. However, we can require an alternative payment method.

Item 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Initial franchise fee (see Note 1)	$60,000 - $60,000	Check or wire transfer	Upon signing the franchise agreement	Us
Rent (see Note 2)	$1,000 - $3,000	Check, debit, and/or credit	As incurred or when billed	Vendors and suppliers
Leasehold Improvements (see Note 3)	$0 - $7,500	Check, debit, and/or credit	As incurred or when billed	Vendors and suppliers
Market Introduction Program and Opening Advertising (see Note 4)	$6,500 - $14,500	Check, debit, and/or credit	As incurred or when billed	Vendors and suppliers
Furniture, Fixtures, and Equipment (see Note 5)	$7,750 - $25,000	Check, debit, and/or credit	As incurred	Vendors and suppliers
Computer Systems (see Note 6)	$2,500 - $12,000	Check, debit, and/or credit	As incurred	Us, Vendors and suppliers
Insurance (see Note 7)	$2,000 - $15,000	Check, debit, and/or credit	Upon ordering	Insurance company
Equipment and/or Vehicle -fully outfitted (see Note 8)	$30,000 - $170,000	Check, debit, and/or credit	Upon purchase	Vendor
Signage (see Note 9)	$1,500 - $5,000	Check, debit, and/or credit	Upon ordering	Vendor
Office Expenses (see Note 10)	$500 - $1,000	Check, debit, and/or credit	As incurred	Vendors

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Inventory and Storage Tank (see Note 11)	$27,250 - $95,500	Check, debit, and/or credit	Upon ordering	Vendors
Licenses and Permits (see Note 12)	$1,000 - $5,000	Check, debit, and/or credit	Upon application	Government
Professional Fees (lawyer, accountant, etc.) (see Note 13)	$1,000 - $3,000	Check, debit, and/or credit	As incurred or when billed	Professional service firms
Travel, lodging and meals for initial training (see Note 14)	$1,000 - $4,000	Cash, debit or credit	As incurred	Airlines, hotels, and restaurants
Additional funds (for first 3 months) (see Note 15)	$30,000 - $70,000	Varies	Varies	Employees, suppliers
Total	$172,000 - $490,500			

Notes

1. The Franchise Fee is due and payable at the time of executing the Franchise Agreement. Your lease security deposit and utility deposits will usually be refundable unless you owe money to the landlord or utility provider. None of the other expenditures in this table will be refundable. Neither we nor any affiliate finances any part of your initial investment.

2. Our estimates in this table assume you pay one month rent plus a security deposit before you open for business. For this to occur, you would need to negotiate a "free rent" period for the time it takes to build out your business. We expect that you will rent your location. If you choose to purchase real estate instead of renting, your costs will be significantly different.

3. Your utility deposit will depend on your market, credit score and other factors related to your location. This range accounts for your opening payment to the gas, water and electric company.

4. The Market Introduction Program is the advertising and expense associated with advertising and promoting the new business launch/opening. These costs are primarily advertising costs, but may include costs paid to a marketing agency to execute the advertising campaign. This range of investment also includes the opening advertising expenses of $750 per month minimum up to $10,000 for your first six months of doing business.

5. The Furniture, Fixtures and Equipment includes the furniture and fixtures, design elements and the equipment needed to operate the business

6. The cost of computer systems includes the hardware and software needed to operate the business. These items are detailed in Item 11. Of this total investment in computer systems, $1,500 to $4,000 will be paid to us for the Technology Set up and Implementation as described in Item 6.

7. Insurance includes the cost of insurance necessary to operate the business. The Insurance coverage amounts of types of insurance are included in Item 8.

8. You must use a vehicle appropriate for your business with our branded logo/wrap. It must be in excellent or better condition, clean, dent-free, and otherwise presenting a professional appearance. The low-end estimate assumes you already have a personal vehicle for the business. The high assumes you lease a fully outfitted new vehicle, with certain fees and costs payable upon signing the lease.

$30,000 assumes you have your own truck, this is a Tank and Pump set up which is dropped into a Truck Bed.

$60,000 is the Fuel Trailer Unit, where the trailer unit is pulled behind a truck. (This Investment Range assumes you already have a vehicle to pull the Trailer).

$170,000 is the F550 Truck with the fully outfitted tank system and equipment to operate the business with.

9. The Signage includes both exterior and interior signage for promoting the brand and the business. The cost of signage will vary depending on how much signage you have available at your location/vehicle and the cost of installation in your market.

10. This includes the cost of basic office supplies and expenses needed to operate the business such as pens, paper and other basic office supplies.

11. The fuel product and inventory you will purchase will be made with approved vendors and suppliers. Of this total investment, $16,000 to $60,000 will be put toward the two fuel storage tanks you will need for fuel storage.

12. Licenses and Permits includes the cost of the licensing and permitting needed to operate the business in your market.

13. The Professional Fees include the cost of your attorney and CPA and any other professional service providers who will help support you in opening and establishing your business. We also recommend that you have a Franchise Attorney review the Franchise Agreement prior to making your investment and these costs are all included in this investment range.

14. The cost of training is included in your Initial Franchise Fee, but you will be responsible for the cost of travel, food and lodging needed to attend training. This range of investment includes this cost and will vary depending on where you are located and the type of accommodations you choose.

15. This includes any other required expenses you will incur before operations begin and during the initial period of operations, such as payroll, additional inventory, rent, and other operating expenses in excess of income generated by the business. It does not include any salary or compensation for you. In formulating the amount required for additional funds, we relied on the following factors, basis, and experience: the development of a WetFuel Franchising business by our affiliate, and our general knowledge of the industry.

Item 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Franchisor may designate one or more required suppliers in any of the categories listed in this Item 8 and may approve, disapprove, condition, or revoke approval of any supplier in our reasonable business judgment. Where Franchisor has designated an exclusive supplier, Franchisee must purchase exclusively from that supplier. Franchisor may modify, replace, or revoke any supplier designation at any time by written notice or by revising the Operations Manual; Franchisee must transition to the replacement supplier within the time period specified by Franchisor (typically not less than ninety (90) days where transition cost or operational impact is material).

Alternative Supplier Request. Franchisee may request approval of an alternative supplier in any category by submitting a written request that includes (i) the supplier's name, address, and ownership; (ii) product or service specifications; (iii) two (2) years of audited or reviewed financial statements; (iv) at least three (3) commercial references; (v) certificates of insurance meeting Franchisor's minimum requirements; (vi) samples or technical documentation as applicable; and (vii) any integration documentation required to demonstrate compatibility with WetFuel-required technology. Franchisor will respond in writing within sixty (60) days of receipt of a complete submission. Approval is in Franchisor's reasonable business judgment and may be conditioned on testing, integration audit, supplier-evaluation fee (not to exceed Two Thousand Five Hundred Dollars ($2,500) per request), insurance, payment terms, or other commercially reasonable conditions.

Designated Categories- Equipment & Fueling Systems. Franchisee must purchase or lease all fuel-handling equipment, including Multi-Tank Units, transfer pumps, meters, registers, hoses, reels, nozzles, grounding and bonding equipment, and DEF systems, exclusively from manufacturers and dealers designated by Franchisor. Current designated manufacturers include Thunder Creek Equipment (MTU), Fill-Rite (pumps, hose reels), Liquid Controls / IDEX (LCR-II registers/meters), Blackmer / PSG (PTO pumps), JME Sales, and Western Global.

Designated Categories- Vehicles & Fleet. Franchisee must purchase or lease all fuel delivery vehicles, including chassis, fuel bodies, upfits, trailers, telematics, GPS, and electronic logging devices, from manufacturers, dealers, and upfitters designated by Franchisor. Current designated chassis include the Ford F-550 and Ford F-600 platforms (or equivalent Ram or Chevrolet platforms approved in writing), configured to remain non-CDL (unless required by law to be CDL Hazmat) where Franchisor so specifies, with Thunder Creek MTU upfit. Vehicles must be wrapped per Franchisor's then-current wrap specifications and approved in writing by Franchisor before being placed in service.

Designated Categories- Fuel Supply. Franchisee must purchase all diesel fuel, gasoline, biodiesel blends, DEF, and additives from rack suppliers, jobbers, and distributors designated or approved in writing by Franchisor for Franchisee's Territory. Pricing methodology will follow OPIS rack-low-plus-margin or such other industry-standard pricing benchmark as Franchisor designates. Franchisor and its affiliates may receive volume rebates, marketing allowances, or other consideration from designated fuel suppliers; we estimate such consideration may range from approximately 0.5% to 3% of fuel purchase volume; these payments do not increase the price paid by Franchisee.

Designated Categories- Technology & Software Systems. Franchisee must subscribe to and use, exclusively: (i) CRM and Learning Management System: GoHighLevel sub-account hosted on Franchisor's master account; (ii) Dispatch and Routing system as designated in the Operations Manual; (iii) Electronic Logging Device (ELD) and telematics as designated; (iv) Accounting integration: QuickBooks Online (or Franchisor-designated successor); (v) Mobile App: the Franchisor-designated mobile app; (vi) Payment processing as designated in the Payment & Financial Systems category below; (vii) Document management and storage as designated. Franchisor's designated CRM/LMS sub-account is provided on terms that include Franchisor's perpetual, royalty-free right to access, audit, and extract Franchisee's customer data, dispatch history, and operational records during and after the term of the Franchise Agreement.

Designated Categories- Payment & Financial Systems. Franchisee must use the payment processor, ACH service provider, fuel-card program, and accounting platform designated by Franchisor. Franchisor and its affiliates may receive interchange share, ACH per-transaction fees, processor referral fees, fuel-card program override commissions, or other consideration from designated providers; we estimate such consideration may range from approximately 5 to 25 basis points of payment volume; these payments do not increase the price paid by Franchisee.

Designated Categories- Insurance. Franchisor and its affiliates may receive commissions, program overrides, rebates, or other compensation from insurance brokers, carriers, or program administrators in connection with insurance programs offered to franchisees. We estimate such consideration may range from approximately 5% to 15% of insurance premiums in any given policy year; these payments do not increase the premium paid by Franchisee. Franchisor's designated insurance broker is identified in the Operations Manual.

Designated Categories- Uniforms & Branded Apparel. Franchisee must purchase and require all employees, contractors, and other personnel performing customer-facing work to wear uniforms and branded apparel meeting Franchisor's then-current specifications. Required components include: (i) black button-up shirt with embroidered WetFuel logo, employee first name, and position title; (ii) black work pants or non-distressed denim; (iii) WetFuel-branded ball cap or beanie; (iv) flame-resistant (FR-rated, NFPA 2112-compliant) coveralls when actively dispensing or transferring fuel; (v) ANSI Class 2 high-visibility vest when on customer property; (vi) oil-resistant safety boots with defined heel; (vii) hard hat with chin strap when required; (viii) safety glasses meeting ANSI Z87.1 when actively transferring fuel or DEF. Wear and Condition Standard: uniforms must be clean, in good repair, free of stains and tears, and the full uniform set must be refreshed not less frequently than annually. Designated supplier(s) are listed in the Operations Manual; alternate suppliers may be requested under the Alternative Supplier Request procedure above. Franchisor and affiliates may receive rebates of approximately 1%-40% of

franchisee uniform purchases, these payments do not increase the premium paid by Franchisee. Enforcement: a single uniform-compliance violation is a curable default subject to a thirty (30) day cure; three (3) or more documented violations within a twelve (12) month period are a non-curable default.

Designated Categories- Marketing & Advertising Services. Franchisor may designate one or more marketing service providers (digital agency, SEO vendor, content vendor, lead-generation provider, trade-show producer). Where Franchisor designates a Centralized Local Marketing Service (CLMS) (see Item 6 and Item 11), Franchisee may elect to use the CLMS to satisfy a portion of its Local Marketing Spend requirement at the published CLMS subscription rate.

Designated Categories- Training, Compliance, Environmental & Safety. Franchisee must use Franchisor's designated Learning Management System (GoHighLevel LMS sub-account or designated alternative) for all required training delivery and recordkeeping. Specific safety-training providers (HazMat, defensive driving, OSHA 10/30 where required) and Drug & Alcohol consortium provider may be designated by Franchisor. Franchisee must engage a Spill Prevention, Control, and Countermeasure (SPCC) plan consultant where storage operations exceed 1,320 gallons aggregate above-ground petroleum storage and otherwise subject to 40 CFR Part 112; Franchisor will designate one or more approved SPCC consultants in the Operations Manual; Franchisee must also retain a third-party environmental incident response contractor as designated in the Spill Response Plan.

Promotional Items & Branding-Adjacent Vendors. Designated suppliers extend to branded printed materials, vehicle wraps and signage shops, promotional items, trade-show booth fabrication, and any other vendor whose work appears under the WetFuel brand. Franchisor will identify the current designated wrap shop(s) in the Operations Manual.

Revenue to Us and Our Affiliates- Aggregate Rebate Disclosure. Franchisor and its affiliates may receive rebates, commissions, allowances, or other consideration from approved or designated suppliers, in an amount that we estimate may range from approximately 1% to 10% of franchisee purchase volume in the applicable category, depending on category, volume, and supplier. These payments do not increase the price paid by Franchisee. We are not required to pass these amounts on to Franchisee. We may retain these amounts and use them for system development, technology infrastructure, supplier management, training, support, marketing, brand development, or general business purposes.

Generally

You must purchase, lease, license, or otherwise obtain certain products, equipment, services, technology systems, software platforms, insurance programs, fuel supply sources, and operational supplies used in the establishment and operation of the Franchised Business only from WetFuel Franchising, LLC ("WetFuel Franchising"), our affiliates, suppliers we designate, or suppliers that we approve in writing.

These requirements are part of the WetFuel operating system and are necessary to maintain system uniformity, protect brand standards, ensure safety and regulatory compliance in fuel

handling operations, maintain compatibility across technology and equipment platforms, preserve data integrity, and support system wide operational performance.

We may require that certain goods and services be purchased or leased:

1. directly from WetFuel Franchising or one of our affiliates
2. from suppliers that we designate or require
3. from suppliers that we approve in writing
4. according to specifications, standards, or requirements that we establish

These restrictions are intended to ensure system consistency, protect the WetFuel brand, maintain safety and regulatory compliance in fuel handling operations, and support the operational standards of the WetFuel system.

We may modify supplier requirements, designate new suppliers, or revoke approval of suppliers at any time by revising the Manual or issuing written system standards.

We may also require you to discontinue use of any previously approved supplier, product, service, technology system, or platform and transition to a new designated or approved supplier within the time period we specify.

You may not use any alternative supplier, system, software, equipment, fuel source, or service without our prior written approval, including any system that duplicates, replaces, or bypasses a required WetFuel system.

Specific Obligations

The following are our current specific obligations for purchases and leases:

A. Insurance. You must obtain and maintain insurance coverage throughout the term of the Franchise Agreement in the types and minimum amounts specified in the Franchise Agreement and the WetFuel Operations Manual.

Insurance coverage must be obtained through:

1. WetFuel Franchising's designated insurance program; or
2. an insurance carrier and broker approved in writing by WetFuel Franchising.

Required insurance coverage currently includes:

(i) Commercial General Liability insurance, including products liability coverage and broad form commercial liability coverage, written on an occurrence form with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate.

(ii) Business Automobile Liability insurance covering owned, leased, non-owned, and hired vehicles with limits of not less than $1,000,000 per occurrence.

(iii) Pollution Liability insurance with minimum limits of $1,000,000 per occurrence.

(iv) Umbrella or Excess Liability insurance with minimum limits of $1,000,000 per occurrence providing coverage excess of the Commercial General Liability, Automobile Liability, and Employer's Liability policies.

(v) Workers Compensation insurance as required by applicable state law.

All policies, except Workers Compensation insurance, must:

• name WetFuel Franchising, LLC and its affiliates as additional insureds
• include a waiver of subrogation in favor of WetFuel Franchising and its affiliates
• be primary and noncontributory with any insurance maintained by WetFuel Franchising
• provide at least thirty (30) days prior written notice of cancellation or material modification

WetFuel Franchising may designate a national insurance program for franchisees.

WetFuel Franchising or its affiliates may receive commissions, program overrides, rebates, or other compensation from insurance brokers, carriers, or program administrators in connection with insurance programs offered to franchisees.

B. Computer software and hardware. You must purchase, license, and use the computer hardware, software systems, mobile applications, dispatch systems, accounting platforms, and other technology systems that WetFuel Franchising specifies for the operation of the Franchised Business.

These systems may include point-of-sale systems, route management software, dispatch systems, driver safety platforms, inspection platforms, and accounting systems.

WetFuel Franchising or its affiliates may provide, license, host, or require the use of certain technology systems and may receive fees, licensing revenue, subscription revenue, or other compensation in connection with such systems.

Additional information about required technology systems is described in Item 11 of this Disclosure Document.

These systems are integrated into the WetFuel operating system and control critical functions including customer data, dispatching, routing, driver workflows, compliance tracking, ticketing, billing, reporting, and communications.

You may not use competing, parallel, or substitute systems that replicate or bypass any required WetFuel system without our prior written approval.

WetFuel Franchising may require you to adopt new or replacement systems, platforms, or technologies at any time, and you must implement such changes within the timeframe we specify.

C. Vehicle. Vehicles used in the operation of the Franchised Business must meet WetFuel Franchising's specifications and standards described in the Franchise Agreement and Operations Manual.

You must purchase or lease vehicles used in the Franchised Business:

1. from WetFuel Franchising or one of its affiliates;
2. from suppliers designated by WetFuel Franchising; or
3. from suppliers approved in writing by WetFuel Franchising.

All vehicles must display WetFuel Franchising's approved branding, logos, and vehicle wrap and must be always maintained in excellent condition.

Vehicles must be kept clean, properly maintained, free of significant cosmetic damage, and otherwise present a professional appearance consistent with WetFuel brand standards.

You may not sell, transfer, assign, or otherwise dispose of any vehicle used in the Franchised Business without first offering WetFuel Franchising the right of first refusal to purchase the vehicle on the same terms offered by a third-party purchaser.

WetFuel Franchising or its affiliates may sell, lease, finance, source, or arrange the purchase of vehicles used in the WetFuel system and may receive revenue or other financial benefits in connection with these arrangements.

D. Products, inventory and equipment. You may only offer, sell, or provide the services and products authorized by WetFuel Franchising (the "Approved Services" and "Approved Products").

Approved Products and Approved Services include fuel delivery services, fueling equipment, tanks, pumps, technology systems, lubricants, additives, DEF services, and other products or services authorized for use within the WetFuel system.

You must obtain products, fueling equipment, tanks, pumps, meters, technology systems, and other operational equipment used in the Franchised Business:

1. from WetFuel Franchising or one of its affiliates
2. from suppliers designated by WetFuel Franchising
3. from suppliers approved in writing by WetFuel Franchising

E. Uniforms and Branded Apparel. You must purchase all uniforms, branded apparel, and related items exclusively from suppliers that we designate or approve. We may designate one or more required suppliers for uniforms, including a single exclusive supplier, in our sole discretion.

You may not purchase uniforms or branded apparel from any other source without our prior written approval, which we may grant or withhold in our sole discretion.

We may modify, add, or remove designated or approved suppliers at any time.

We and/or our affiliates may be a supplier of uniforms or may receive rebates, commissions, or other consideration from designated or approved suppliers. These amounts may not be passed on to you.

All such equipment must meet WetFuel Franchising's specifications and system standards.

You may not sell, transfer, assign, or otherwise dispose of tanks, fueling equipment, or other system equipment used in the Franchised Business without first offering WetFuel Franchising the right of first refusal to purchase such assets on the same terms offered by a third-party purchaser.

WetFuel Franchising reserves the right to require that certain products, equipment, technology systems, or operational supplies be purchased exclusively from WetFuel Franchising or designated suppliers.

WetFuel Franchising or its affiliates may act as suppliers of products, equipment, or services used in the WetFuel system and may receive revenue, rebates, commissions, program fees, or other financial benefits from such arrangements.

Us or our Affiliates as Supplier

Neither we nor any affiliate is currently a supplier of any good or service that you must purchase, although we reserve the right to be a supplier (or the sole supplier) of a good or service in the future.

Ownership of Suppliers

None of our officers has an interest in any supplier to our franchisees.

Alternative Suppliers

If you wish to use a supplier that is not on our list of approved suppliers, you must request approval in writing.

We will evaluate requests based on criteria including:

• product quality
• supplier reliability
• compliance with safety and regulatory standards
• supplier financial stability
• compatibility with the WetFuel system
• operational performance

We will notify you in writing of approval or disapproval within approximately thirty (30) days after receiving all required information.

We may approve or revoke approval of suppliers at any time by written notice or by revising the Operations Manual.

We may approve or deny any alternative supplier request in our discretion. Approval may be conditioned on testing, inspection, compliance verification, system integration, insurance requirements, or other criteria we establish.

We may charge you or the proposed supplier a reasonable supplier evaluation fee.

We may revoke approval of any supplier at any time if the supplier fails to meet our standards, creates operational, safety, or regulatory risk, fails to integrate with required systems, or otherwise becomes unacceptable to us.

Issuing Specifications and Standards

We issue specifications and standards to you for applicable aspects of the franchise in our Manual and/or in written directives. We may issue new specifications and standards for any aspect of our brand system, or modify existing specifications and standards, at any time by revising our Manual and/or issuing new written directives (which may be communicated to you by any method we choose). We will generally (but are not obligated to) issue new or revised specifications only after thorough testing in our headquarters, in company-owned outlets, and/or a limited market test in multiple units.

Revenue to Us and Our Affiliates

WetFuel Franchising and its affiliates may receive rebates, commissions, discounts, referral fees, volume incentives, marketing allowances, administrative fees, licensing fees, subscription fees, distribution margins, financing income, or other consideration from suppliers used by franchisees.

These payments may be based on your purchases, leases, subscriptions, fuel purchases, insurance premiums, equipment purchases, transaction volume, payment processing volume, or other activity by you or other franchisees.

We are not required to pass these amounts on to you unless expressly stated otherwise. These amounts may be retained by us or our affiliates and used for system development, technology infrastructure, supplier management, training, support, marketing, brand development, or general business purposes.

You acknowledge that these supplier relationships may provide economic benefit to WetFuel Franchising and its affiliates.

Proportion of Required Purchases and Leases

We estimate that purchases or leases required by WetFuel Franchising to establish your Franchised Business will represent approximately **50% to 80%** of your total purchases and leases necessary to establish the business.

We estimate that required purchases or leases used to operate your Franchised Business will represent approximately **50% to 80%** of your total operating purchases and leases.

Actual percentages will vary depending on the size of the Territory or Territories, the scale of operations, and market conditions.

Payments by Designated Suppliers to Us

We may receive payments or other consideration from designated or approved suppliers now or in the future, as described above.

Purchasing or Distribution Cooperatives

There are currently no purchasing or distribution cooperatives for franchisees.

WetFuel Franchising reserves the right to establish purchasing programs or distribution systems in the future.

Negotiated Arrangements

WetFuel Franchising may negotiate purchase arrangements with suppliers, including price terms, for the benefit of franchisees.

These negotiated arrangements may provide franchisees with favorable pricing, standardized equipment, consistent product quality, and operational efficiencies.

Benefits Provided to You for Purchases

WetFuel Franchising may provide franchisees with operational benefits associated with required purchases, including:

- negotiated pricing
- preferred supplier relationships
- standardized equipment and technology
- supply chain coordination
- system-wide purchasing efficiencies

System Supply and Distribution

To maintain system standards, operational consistency, regulatory compliance, and brand integrity, WetFuel Franchising reserves the right to require that certain products, equipment, technology systems, fuel supply sources, operational materials, and services used in the operation of the Franchised Business be purchased exclusively from WetFuel Franchising, its affiliates, or from suppliers designated by WetFuel Franchising.

These items may include, without limitation:

• fuel products supplied or distributed through the WetFuel system
• fueling tanks, pumps, meters, and related equipment
• vehicle wraps and branded equipment
• dispatch, routing, and operational software systems
• insurance programs
• technology platforms and reporting systems
• operational supplies required for fuel delivery operations

WetFuel Franchising may designate national or regional suppliers for any such products or services and may require franchisees to purchase such items exclusively through WetFuel Franchising or its designated suppliers.

WetFuel Franchising or its affiliates may act as the supplier, distributor, reseller, or program administrator for such products or services and may receive revenue, commissions, rebates, program fees, distribution margins, or other financial benefits in connection with purchases made by franchisees.

Franchisees may not purchase or obtain such required products or services from any supplier other than WetFuel Franchising or a supplier approved in writing by WetFuel Franchising.

These requirements are part of the WetFuel operating system and are mandatory. Failure to comply may constitute a default under your Franchise Agreement.

E. Designated System Vendors and Supplier Categories

Without limiting the foregoing, you must use WetFuel Franchising's designated or approved suppliers, systems, or programs for the following categories, as specified in the Operations Manual:

Core Technology and System Infrastructure, including CRM platforms, communications systems, AI routing systems, accounting platforms, mobile applications, dispatch and routing systems, cloud storage, reporting dashboards, and payment processing systems.

Insurance Programs, including all required commercial insurance policies and participation in any WetFuel designated insurance program.

Fueling Equipment and Metering Systems, including tanks, meters, pumps, hoses, reels, DEF systems, grounding and bonding equipment, and safety systems.

Fuel Supply and Related Products, including fuel distributors, DEF suppliers, additive suppliers, and rack access programs.

Vehicles and Upfitting, including truck chassis, fuel bodies, upfitters, trailers, telematics, and GPS systems.

Branding, Marketing, and Customer Acquisition systems and vendors.

Financial and Payment Services, including invoicing, ACH processing, fuel card systems, and merchant services.

Training, Certification, and Learning Systems.

Compliance, Safety, and Regulatory Providers.

Fleet Maintenance and Repair Providers.

Professional Services and Local Operational Services, subject to our standards.

We may designate specific suppliers within any of these categories and may require exclusive use of a single supplier where necessary to maintain system integration, operational consistency, or safety standards.

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	Franchise Agreement (FA): §§ 6.1, 6.2	Item 11
b. Pre-opening purchase/leases	FA: §§ 6.2, 6.3	Items 5, 7, 8 and 11
c. Site development and other pre-opening requirements	FA: Article 6	Items 5, 7, 8 and 11
d. Initial and ongoing training	FA: §§ 5.4, 6.4, 7.6	Items 5, 6, 8 and 11
e. Opening	FA: §§ 6.5, 6.6	Items 7, 8 and 11
f. Fees	FA: Article 4, §§ 5.5, 7.8, 10.5, 11.2, 11.3, 15.2, 16.1, 17.6	Items 5, 6 and 7

Obligation	Section in agreement	Disclosure document item
g. Compliance with standards and policies/operating manual	FA: §§ 6.3, 7.1, 7.3, 7.5, 7.9 –7.13, 7.15, 10.1, 10.4, 11.1	Items 8, 11 and 14
h. Trademarks and proprietary information	FA: Article 12, § 13.1	Items 13 and 14
i. Restrictions on products/services offered	FA: § 7.3	Items 8, 11 and 16
j. Warranty and customer service requirements	FA: §§ 7.3, 7.8, 7.9	Item 8
k. Territorial development and sales quotas	FA: Not applicable	Item 12
l. Ongoing product/service purchases	FA: Article 8	Items 6 and 8
m. Maintenance, appearance, and remodeling requirements	FA: §§ 7.12, 7.13	Items 6, 7 and 8
n. Insurance	FA: § 7.15	Items 6, 7 and 8
o. Advertising	FA: Article 9	Items 6, 7, 8 and 11
p. Indemnification	FA: Article 16	Items 6 and 8
q. Owner's participation/management/staffing	FA: § 2.4	Items 15
r. Records and reports	FA: Article 10	Item 11
s. Inspections and audits	FA: §§ 10.5, 11.2	Items 6 and 11
t. Transfer	FA: Article 15	Items 6 and 17
u. Renewal	FA: § 3.2	Item17

Obligation	Section in agreement	Disclosure document item
v. Post-termination obligations	FA: Article 13, § 14.3	Item 17
w. Non-competition covenants	FA: § 13.2	Item 17
x. Dispute resolution	FA: Article 17	Items 6 and 17

Item 10
FINANCING

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

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

Required Computer / Technology Systems. Franchisee must subscribe to and use, exclusively: (i) the Franchisor-designated Customer Relationship Management (CRM) and Learning Management System (LMS), currently a GoHighLevel sub-account hosted on Franchisor's master account; (ii) the Franchisor-designated Mobile App for franchisees, drivers, and dispatch use; (iii) the Franchisor-designated dispatch and routing system; (iv) Electronic Logging Devices (ELDs) and telematics meeting U.S. DOT/FMCSA requirements; (v) electronic Bill of Lading (BOL) and ticketing systems as designated; (vi) QuickBooks Online (or Franchisor-designated successor accounting platform) integrated with Franchisor's reporting systems; (vii) the Franchisor-designated payment processor and ACH provider. Approximate cost ranges and providers are listed in the Operations Manual.

Brand Fund Administration. The Brand Fund will be used for: (i) national, regional, and digital advertising campaigns under the WetFuel brand; (ii) brand creative and brand website development and maintenance; (iii) brand-level search-engine optimization; (iv) brand-level sales material and lead-generation creative; (v) trade show participation at the system level; (vi) market research; (vii) reasonable administrative and personnel costs of administering the Brand Fund; and (viii) salaries and overhead of brand marketing employees. The Brand Fund will not be used to solicit new franchise sales. Franchisor will prepare an unaudited annual financial statement of the Brand Fund within one hundred twenty (120) days of fiscal year-end and will provide it to any franchisee upon written request.

Local Marketing Spend Documentation. Franchisee must spend not less than one percent (1%) of Gross Profit per month or seven hundred dollars ($750) per month, whichever is greater, on Franchisor-approved Local Marketing categories. Receipts, invoices, and proof of expenditure must be submitted monthly to Franchisor through the Operations Portal within thirty (30) days of

each expenditure. Failure to spend or document is a curable default subject to thirty (30) days cure; Franchisor may at its election spend any unspent balance on Franchisee's behalf and bill that amount to Franchisee on demand.

Centralized Local Marketing Service (CLMS) — Optional. Franchisor offers an optional CLMS providing (a) Franchisor-managed Google LSA / Google Ads in Franchisee's Territory; (b) monthly social-media content posting on Franchisee's branded channels; (c) monthly local SEO and Google Business Profile management; (d) a monthly performance dashboard. Current CLMS rate is $500/month and satisfies $500 of the Local Marketing Spend Requirement. Franchisor or its designated agency may receive a margin on CLMS digital media spend estimated at 10%-20% of media spend; this does not increase the CLMS subscription rate.

Supplier Approval Mechanics. The Alternative Supplier Request submission package, response timeline (sixty (60) days from a complete submission), evaluation criteria, and supplier-evaluation fee (up to $1,500 per request, not to exceed $2,500) are described in Item 8. Franchisor may approve, condition, or deny any request in its reasonable business judgment.

Opening Advertising. Beginning thirty (30) days prior to your projected opening date and ending five (5) days after your actual opening date (the "Opening Advertising Window"), Franchisee must spend a minimum of $750 and a maximum of $10,000, in the aggregate, on advertising and promotional activities to launch the Franchised Business. Franchisor will designate the allocation across approved usage categories described in the Operations Manual, including digital advertising (Google LSA, Google Ads, geo-targeted social), trade show presence, equipment dealer co-marketing, direct outreach to fleet managers and equipment operators, premium signage and vehicle wraps beyond standard issue, additional branded uniforms, grand opening event costs, and other pre-approved categories. Franchisee must submit receipts, invoices, and proof of completion to Franchisor within thirty (30) days of each expenditure. Franchisor's Opening Advertising Support consists of: (a) the Opening Advertising plan template and category allocation specific to your Territory; (b) approved creative templates and digital ad copy in camera-ready form; (c) a Google Business Profile setup checklist; (d) a list of approved vendors for premium signage, wraps, and printed materials; (e) one (1) day of remote launch support during the four-week period bracketing opening. Franchisor does not place advertising on Franchisee's behalf, does not pay for any portion of Opening Advertising, and does not guarantee any specific result. Failure to spend the $750 minimum within the Window: Franchisor may, upon thirty (30) days written notice and an opportunity to cure, (i) spend the unspent balance on Franchisee's behalf with vendors of Franchisor's choosing and bill the amount to Franchisee, payable on demand, or (ii) treat the failure as a default. Failure to submit required documentation within thirty (30) days after each expenditure is itself a curable default.

Customer Information and Data. All customer information collected, generated, processed, or stored in connection with the operation of the Franchised Business, including without limitation customer names, contact information, account credentials, delivery history, fueling tickets, billing data, payment information, route data, telematics data, and customer communications, is the sole and exclusive property of Franchisor. Franchisor grants Franchisee a non-exclusive, royalty-free, revocable license to access and use such customer information solely for operation of Franchisee's Franchised Business during the term of the Franchise Agreement and solely in accordance with the Operations Manual. Data Residency: All customer information must be stored in Franchisor-

designated systems, including Franchisor's master GoHighLevel or designated account in which Franchisee is provisioned a sub-account, the designated dispatch/routing system, and the designated accounting platform. Franchisee may not export, copy, replicate, or transmit customer information to any other system without Franchisor's prior written approval. Surrender on Termination: Upon expiration, termination, transfer, or non-renewal, Franchisee will (i) immediately cease use of all customer information; (ii) cooperate with Franchisor's transition of customer accounts; (iii) deliver to Franchisor any copies of customer information; (iv) certify in writing the deletion of any customer information remaining on Franchisee's systems; and (v) execute any assignments requested by Franchisor. Data Breach Notification: Franchisee must notify Franchisor within twenty-four (24) hours of becoming aware of any actual or suspected unauthorized access, disclosure, or loss of customer information, and cooperate fully with Franchisor's incident response (CCPA, VCDPA, CPA where applicable). PCI compliance is required.

Real-Time Franchisor Read-Access; Daily Data Feed; Audit Rights. Franchisee grants Franchisor real-time read-access to all CRM, dispatch, telematics, accounting, and POS/delivery data. A daily POS/delivery data feed (electronic) to Franchisor is required. Franchisor or its designee may, on twenty-four (24) hours' notice, inspect and audit Franchisee's books, records, accounts, and electronic systems during normal business hours. If an audit reveals an underpayment of royalties or other amounts of more than three percent (3%) of the audited period, Franchisee will pay (i) the underpayment, (ii) interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, and (iii) the cost of the audit. All other audits are at Franchisor's expense.

Designated Manager / Owner Certification. Franchisee must designate a "Designated Manager" who has completed Franchisor's Owner Certification program before commencement of operations. The Owner-Operator or the Designated Manager must be physically present at the Franchised Business location at least thirty (30) hours per week. Replacement of a Designated Manager triggers re-certification of the replacement within sixty (60) days. Failure to maintain a certified Designated Manager is a curable default subject to thirty (30) days cure.

Operations Manual Amendment Authority. Franchisor may unilaterally amend, supplement, or replace the Operations Manual at any time, in whole or in part, by providing written or electronic notice to Franchisee. Franchisee must implement each amendment within the time period stated in the notice (not less than thirty (30) days for amendments requiring material capital expenditure). Where an amendment requires capital expenditure exceeding $10,000 in any twelve (12)-month period, Franchisor will provide ninety (90) days advance written notice and will use reasonable efforts to phase implementation. The Operations Manual is confidential and proprietary, contains trade secrets, and will be made available to franchisees upon execution of the Franchise Agreement and commencement of training.

Required Training Cadence. Franchisor may require Franchisee's Principal Executive, Operations Manager, and key personnel to attend additional training programs or refresher courses, in person or virtual, no more frequently than two (2) per twelve-month period (excluding emergency safety/regulatory training, which Franchisor may require at any time). Not less than thirty (30) days advance notice for non-emergency training.

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

Our Pre-Opening Obligations

Before you open your business:

A. *Your site.* We do not assist you in (i) locating your site and negotiating the purchase or lease of the site, (ii) conforming the premises to local ordinances, and building codes and obtaining any required permits, (iii) constructing, remodeling, or decorating the premises. Or (iv) WetFuel does not guarantee permitting approval.

Regulatory Approvals and Licensing

Franchisee must obtain all required federal, state, and local approvals necessary to operate the WetFuel business, including but not limited to:

• zoning approvals
• environmental permits
• fuel storage permits
• fire marshal approvals
• hazardous materials compliance where applicable
• business licenses and registrations
• any other regulatory approvals required for mobile fueling or fuel storage operations

Franchisee is solely responsible for securing these approvals and complying with all applicable laws and regulations.

Land and Fuel Storage

If applicable, Franchisee must secure land or an approved location suitable for fuel storage tanks, trailers, or other equipment required for operation of the WetFuel business and obtain all required permits for installation and operation.

All locations must be approved in writing by WetFuel Franchising LLC prior to installation or operation.

Insurance Coverage

Prior to commencing operations, Franchisee must obtain and maintain all insurance coverage required by WetFuel Franchising LLC, including but not limited to:

• commercial general liability
• commercial auto coverage
• pollution and environmental liability coverage

• workers' compensation where required
• any additional coverage required by WetFuel or applicable law

Proof of insurance must be provided to WetFuel prior to commencing operations.

Failure to Obtain Required Approvals

Franchisee acknowledges that the ability to open the WetFuel business depends on obtaining various permits, approvals, and operational requirements that are outside the control of WetFuel Franchising LLC.

If Franchisee is unable to obtain the necessary approvals, land, licenses, insurance, or other requirements needed to open the business within the required timeframe, WetFuel Franchising LLC may terminate the Franchise Agreement.

Any fees paid to WetFuel are nonrefundable unless otherwise stated in writing.

B. *Hiring and training employees*. We will provide you with our suggested staffing levels (Section 5.2), suggested guidelines for hiring employees (Section 5.2), operational instructions in the Manual which you can use as part of training new employees (Section 5.3), and our initial training program described below. All hiring decisions and conditions of employment are your sole responsibility.

C. *Necessary equipment, signs, fixtures, opening inventory, and supplies.* We will provide you a list of our specifications and approved suppliers for equipment, signs, fixtures, opening inventory, and supplies necessary to open your business. (Section 5.4) We do not provide these items directly; we only provide the names of approved suppliers. We do not deliver or install these items.

Equipment and Vehicle Requirements

Franchisee must purchase or lease all vehicles, fueling systems, tanks, meters, and related equipment required by WetFuel Franchising LLC for operation of the business. Franchisees must use the technology and reporting systems designated by WetFuel to track gallons sold, fuel transactions, and financial reporting.

All equipment must meet WetFuel operational specifications and must be approved by WetFuel prior to use.

D. *Brand Standards*. We will give you access to our Brand Standards. (Section 5.1)

E. *Initial Training Program.* We will conduct our initial training program. (Section 5.4). The current initial training program is described below.

F. *Business plan review*. If you request, we will review your pre-opening business plan and financial projections. (Section 5.4)

G. *Market introduction plan*. We will advise you regarding the planning and execution of your market introduction plan. (Section 5.4)

For the first six months, beginning one month prior to opening, we require that you spend at least $750 per month on initial opening advertising in your Territory and the following five (5) months ("Opening Advertising"). These funds must be spent on advertising which we approve. There is no limit on what you can spend on advertising. You must use the marketing materials we provide to you in camera ready form. If you wish to develop your own advertising materials, you must have them approved by us before you use them. You may not use any advertising or marketing materials, including press releases, unless they have been approved in advance in writing by us, which approval may be withheld in our discretion. We will respond to your request for approval within 14 business days. If for some reason, we are not able to respond within 14 business days, the materials are deemed disapproved. We do not provide for placement of local advertising on your behalf. You are responsible for local advertising placement. We will designate the allocation and direct how you should spend your initial marketing spend. These amounts are in addition to your Ongoing Marketing obligations.

H. *On-site opening support.* We will have a representative provide on-site support for up to 3 days in connection with your business opening. (Section 5.4)

Length of Time to Open

The typical length of time between signing the franchise agreement and the opening of your business is 3-5 months. Factors that may affect the time period include your ability to obtain financing, obtain business permits and licenses, schedule initial training, and hire employees.

Our Post-Opening Obligations

After you open your business:

A. *Developing products or services you will offer to your customers*. Although it is our intent and practice to refine and develop products or services that you will offer to your customers, the franchise agreement does not obligate us to do so.

B. *Hiring and training employees*. We will provide you with our suggested staffing levels (Section 5.2), suggested guidelines for hiring employees (Section 5.2), and operational instructions in the Manual which you can use as part of training new employees (Section 5.3). All hiring decisions and conditions of employment are your sole responsibility.

C. *Improving and developing your business; resolving operating problems you encounter.* If you request, we will provide advice to you (by telephone or electronic communication) regarding improving and developing your business, and resolving operating problems you encounter, to the extent we deem reasonable. If we provide in-person support in response to your request, we may charge a fee (currently $600 per day) plus any out-of-pocket expenses (such as travel, lodging, and meals for our employees providing onsite support). (Section 5.5)

D. *Establishing prices*. Upon your request, we will provide recommended prices for products and services. (Section 5.5).

E. *Establishing and using administrative, bookkeeping, accounting, and inventory control procedures.* We will provide you our recommended procedures for administration, bookkeeping, accounting, and inventory control. (Section 5.5). We may make any such procedures part of required (and not merely recommended) procedures for our system.

F. *Brand Fund*. We will administer the Brand Fund (Section 5.5). We will prepare an unaudited annual financial statement of the Brand Fund within 120 days of the close of our fiscal year and will provide the financial statement to you upon request. (Section 9.3)

G. *Website*. We will maintain a website for the WetFuel brand, which will include your business information and telephone number. (Section 5.5)

Advertising

Our obligation. We will use the Brand Fund only for marketing and related purposes and costs. Media coverage is primarily local. We use outside vendors and consultants to produce advertising. We are not required to spend any amount of advertising in the area or Territory or Territories where any particular franchisee is located. We will maintain the brand website (which may be paid for by the Brand Fund). We have no other obligation to conduct advertising.

Your own advertising material. You may use your own advertising or marketing material only with our approval. To obtain our approval, you must submit any proposed advertising or marketing material at least 14 days prior to use. If we do not respond, the material is deemed rejected. If you develop any advertising or marketing materials, we may use those materials for any purpose, without any payment to you.

Advertising council. We do not have an advertising council composed of franchisees. The franchise agreement does not give us the power to form an advertising council.

Local or Regional Advertising Cooperatives. We do not currently have any local or regional advertising cooperatives. We have the right to require you to participate in a local or regional advertising cooperative. We will define the area of the cooperative based on media markets, or other geographic criteria that we deem appropriate. Each franchisee in the area would have one vote per outlet (unless the franchisee is in default under its franchise agreement). The amount you must contribute to the cooperative will be determined by vote of the members, but not less than 1% of Gross Profit and not more than 5% of Gross Profit. If our own outlets are members of a cooperative, they must contribute to the cooperative on the same basis as franchisees, and they will vote on the same basis as other members. We administer the cooperative, but we have the right to delegate responsibility for administration to an outside company such as an advertising agency or accounting firm, or to the franchisee members of the cooperative. We have the right to require the cooperative to operate from written bylaws or other governing documents that we determine. The documents are not currently available for you to review. Cooperatives will prepare annual financial statements which will be made available for review only by us and by the members of cooperative. We have the power to require cooperatives to be formed, changed, dissolved, or merged.

Brand Fund. You and all other franchisees must contribute to our Brand Fund. Your contribution is 1% of Gross Profit or $750, whichever is greater per month and we may increase this requirement up to 2% of Gross Profit. We reserve the right to have other franchisees contribute a different amount or at a different rate. Outlets that we own are not obligated to contribute to the Brand Fund. We administer the fund. The Brand Fund will not be audited separately from our general financial statements. We will make unaudited annual financial statements available to you upon request.

Because we are a new franchisor, we did not spend any money from the Brand Fund in our most recently concluded fiscal year.

If less than all Brand Funds are spent in the fiscal year in which they accrue, the money will remain in the Brand Fund to be spent in the next year.

No money from the Brand Fund is spent principally to solicit new franchise sales.

Market introduction plan. You must develop a market introduction plan and obtain our approval of the plan at least 30 days before the projected opening date of your business. Ongoing local marketing obligations begin immediately upon opening and must be spent in accordance with our allocation on approved advertising and vendors. These amounts are the minimum you may spend. We do not impose a maximum limit on how much you may spend.

Required spending. Initial Advertising / Marketing. Beginning at least one month prior to the scheduled opening of your Franchise and continuing for five months after the opening, we require you to spend at least $750 per month on local advertising and promotional activities to promote your Franchise. In addition to the initial Opening Advertising, you must spend at least 1% of Gross Profit each month on marketing your business and we have the right to increase this requirement to 2% of Gross Profit at any time.

Within 30 days after the opening of the Franchise Location, Franchisee shall provide to Franchisor a full breakdown of all costs associated with the development

Computer Systems

We require you to purchase, lease and maintain such computer hardware and software, dedicated high speed communications equipment and services, dedicated telephone and power lines, modem(s), speakers, and other computer-related accessories or peripheral equipment as we may specify, for the purpose of, among other functions, recording sales, scheduling, and other functions that we require. You must provide such assistance as may be required to connect your computer system with a computer system used by us. We will have the right, on an occasional or regular basis, to retrieve such data and information from your computer system as we, in our sole and exclusive discretion, consistent with consumer privacy laws, deem necessary. You must operate your computer system in compliance with certain security standards specified and modified by us. In view of the interconnection of computer systems and the necessity that such systems be compatible with each other, you expressly agree that you will strictly comply with our System Standards for all item(s) associated with your
computer system and will otherwise operate your computer system in accordance with our

System Standards.

To ensure full operational efficiency and optimal communication capability between and among computer systems installed by you, us, and other franchisees, you agree, at your expense, to keep your computer system in good maintenance and repair, and following our determination that it will be economical or otherwise beneficial to the System to promptly install such additions, changes, modifications, substitutions and/or replacement to your computer hardware, software, communications equipment and services, telephone and power lines, and other computer-related facilities, as we direct.

We may require you to update or upgrade any computer hardware or software during the term of the Franchise. There is no contractual limit on the frequency or cost of this obligation.

Computer System as follows: Franchisee must maintain all computer hardware, software, mobile applications, and technology systems required by WetFuel Franchising from time to time as described in the Manual. WetFuel Franchising may modify, upgrade, replace, or require additional systems, software platforms, reporting tools, or technological integrations as the WetFuel System evolves. Franchisee agrees to implement any such required system within the time period specified by WetFuel Franchising.

Certain software systems used within the WetFuel System may be proprietary systems developed or licensed by WetFuel Franchising. Franchisees must use the systems designated by WetFuel Franchising and may not substitute alternative systems without prior written approval.

Software: Franchisee must subscribe to and maintain the following systems or approved equivalents designated by WetFuel Franchising.

1. Fleet & Dispatch Management
2. GPS tracking and dispatch platform Use: Real-time vehicle tracking, driver behavior, route optimization Cost: $40–$85 per vehicle/month *This may increase depending on your volume of business
3. Invoicing & Accounting QuickBooks Online Use: Billing, payroll, tax reporting, P&L tracking Cost: $30–$100/month depending on plan Optional integration with fuel sales reports
4. Internal Communication & File Sharing Google Workspace (Gmail, Drive, Docs) Use: Company email, shared templates, training docs, fuel records Cost: $6–$12 per user/month
5. QuickBooks Timeclock Software Use: Company Timeclocks Cost: $6–$12 per user/month.
6. WetFuel Mobile Apps- $200-400/mo.
7. Google WorkSpace: $6-12 per user per month
8. Zoom:
9. CRM: $25-100 per user per month
10. Electronic Document Manager: $10-30 per month
11. Data Backup and Cloud Storage: $5-20 per month

Hardware: Franchisee must maintain adequate computer hardware capable of operating the required systems.

Minimum hardware typically includes:

• Desktop computer and/or laptop
• Tablets or phones used by drivers for dispatch and delivery verification
• High speed internet connection
• Office printer with Document scanner
• Shredder for secure document disposal

Fuel Meter and Delivery Hardware Integration

Fuel delivery vehicles must be equipped with approved metering systems capable of integrating with WetFuel's operational software.

Examples include systems such as:

• Liquid Control registers
• Electronic delivery ticket printers
• Digital meter reporting systems

These systems must be capable of transmitting delivery data into the WetFuel platform or approved accounting system.

Data Security and Backup

Franchisee must maintain secure storage and backup of all operational and financial records, including:

• Customer delivery records
• Fuel meter reports
• Billing data
• Safety and compliance documentation

WetFuel Franchising may require cloud storage or backup systems to ensure data protection and system continuity.

The system will include our currently required POS/CRM system, credit card processing system, and accounting platform, such as QuickBooks. These systems will generate or store data such as inventory/product details, sales transactions, client, employee/team member, scheduling, reporting, and accounting information.

We estimate that these systems will cost between $2,500 and $12,000 to purchase.

We are not obligated to provide any ongoing maintenance, repairs, upgrades, or updates. We do not require you enter into any such contract with a third party.

You must upgrade or update any system when we determine. There is no contractual limit on the frequency or cost of this obligation.

We estimate that the annual cost of any optional or required maintenance, updating, upgrading, or support contracts will be $6,000 to $9,000 which includes the monthly software license fees.

You must give us independent access to the information that will be generated or stored in these systems. The information that we may access will include sales, customer data, and reports. There is no contractual limitation on our right to access the information.

Brand Standards Manual

See Exhibit E for the table of contents of our Brand Standards Manual as of the date of this disclosure document, with the number of pages devoted to each subject. The Manual has 204 pages.

Training Program

Our training program consists of the following:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
WetFuel's mission, business model, and franchise structure.	2	-	Virtual
Fuel Handling & Safety Procedures Hands-on instruction focusing on fuel delivery safety, spill prevention, and emergency response protocols.	4	8	Our Location, Boise, ID or Your Location or Virtual
Vehicle Operation & Equipment Training	2	10	Our Location, Boise, ID or Your Location or Virtual
Dispatching & Route Optimization	2	4	Our Location, Boise, ID or Your Location or Virtual
CRM & Technology Systems	5	-	Our Location
Sales & Customer Acquisition	3	2	Our Location, Boise, ID or Your Location or Virtual
Grand Opening and Market Launch	-	4	Your Location
TOTALS:	18	28	

Training classes will be scheduled in accordance with the needs of new franchisees. We anticipate holding training classes three to six times per year. Training will be held at our offices and business location in Boise, Idaho. We reserve the right to vary the length and content of the initial training program based on the experience and skill level of any individual attending the initial training program.

The instructional materials consist of the Brand Standards Manual and other materials, lectures, discussions, and on-the-job demonstration and practice.

Training classes will be led by our owners. Their experience is described in Item 2. They have experience in our industry and with us or our affiliates.

There is no fee for the franchisee and potentially additional authorized personnel to attend training. You must pay the travel and living expenses of people attending training.

You must attend training. You may send any additional people to training that you want (up to the maximum described above). You must complete training to our satisfaction at least four weeks before opening your business.

We do not currently require additional training programs or refresher courses, but we have the right to do so.

Item 12
TERRITORY

Right of First Refusal on Adjacent Territories. Where Franchisor markets an adjacent Territory contiguous to Franchisee's existing Territory, Franchisor may, but is not required to, offer Franchisee a right of first refusal on commercially reasonable terms. National Account override / commission split. Franchisor reserves the right to service National Account customers within Franchisee's Territory; the override or commission split, if any, between Franchisor and the servicing franchisee will be set forth in the Operations Manual or in the National Account Agreement.

Your Location

We anticipate that you will manage and operate your WetFuel business from a home office or a small commercial office. Your primary office location may be located either within or outside of your designated Territory or Territories. However, you may not market, sell, or deliver products or services outside of your approved Territory or Territories without our prior written approval. If you plan to maintain a physical location used for marketing, sales activities, or product distribution related to areas outside of your Territory or Territories, that location must be located within the applicable approved Territory or Territories and comply with all applicable laws and regulations.

WetFuel Franchising reserves the right to service national or regional accounts, internet based sales, government contracts, or other strategic customers, and to allocate or service those

accounts directly or through designated franchisees regardless of Territory or Territories boundaries.

Grant of Territory or Territories

Your Franchise Agreement will specify a Territory or Territories in which you may operate your WetFuel business. The territory will generally have a population of approximately 300,000 people. The boundaries of your territory will be defined using zip codes, county lines, city boundaries, or other geographic designations we determine appropriate. In establishing territories, we may also consider additional factors such as the number of businesses in the area, population density, traffic patterns, and typical drive times within the territory, which we generally aim to maintain within approximately forty five (45) minutes.

You may purchase additional population for a cost of $0.25 per person. If you choose to purchase additional Territory, you would pay an increased Franchise Fee based on the amount of additional people beyond the 300,000 population.

If you are awarded more than one territory, each territory will be described in the Territory Attachment 3 to your Franchise Agreement. Multiple territories awarded at signing may be governed by one Franchise Agreement rather than separate agreements for each Territory or Territories.

We reserve the right to modify the method used to define territories in the future as the WetFuel system grows and as market conditions change. Territory sizes and boundaries may vary depending on geographic conditions, population density, commercial activity, and other factors we determine appropriate in our discretion.

Except as otherwise provided in the Franchise Agreement, we will not establish another franchised WetFuel business within your designated Territory or Territories. However, we reserve the right to service national or regional accounts, internet based sales, government contracts, or other strategic customers, and to allocate or service those accounts directly or through designated franchisees regardless of Territory or Territories boundaries.

Franchisees are expected to actively develop and service their territories. If a franchisee fails to actively operate the business within the Territory or Territories or fails to meet the minimum operational or performance standards established in the Franchise Agreement or Operations Manual, WetFuel Franchising reserves the right to reduce, modify, or reallocate portions of the Territory or Territories.

Relocation; Establishment of Additional Outlets

You may relocate your business headquarters within your Territory or Territories or to another location approved by WetFuel Franchising. Any relocation must comply with our then current System Standards and all applicable laws and regulations.

You do not have the right to establish additional franchised outlets.

WetFuel Franchising has no obligation to grant additional territories or locations to any franchisee.

Customers that operate across multiple territories, including regional or national fleet customers, construction companies, government agencies, or other multi location accounts, may be serviced by WetFuel Franchising directly or may be assigned to one or more franchisees at WetFuel Franchising's discretion regardless of territory boundaries.

However, if a franchisee originates and establishes a customer relationship within its Territory or Territories, the franchisee may continue servicing that customer, including locations outside of its Territory or Territories, provided the customer relationship was first established by the franchisee and the services are performed in compliance with WetFuel Franchising's System Standards and any applicable policies regarding multi territory accounts.

Options to Acquire Additional Franchises

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

Exclusivity

We do not grant you an exclusive Territory or Territories. In your Territory or Territories, we will not establish either a company-owned or franchised outlet selling the same or similar goods or services under the same or similar trademarks or service marks as a WetFuel outlet. Continuation of your territorial exclusivity does not depend on any contingency. There are no circumstances that permit us to modify your territorial rights.

We will in some cases establish national or regional relationships with "National Accounts". National Accounts are clients with physical locations in more than one state. If a client operates their business in more than one State, they will be defined as a National Account and we have the right to manage this account directly and in that case, may provide services and products to these customers if they have locations in your Territory or Territories.

Restrictions on Us from Soliciting or Accepting Orders in Your Territory or Territories

Except as described in this paragraph, we will not serve customers in your Territory or Territories, nor authorize another party to serve customers in your Territory or Territories, under our WetFuel brand. However, we may serve (or authorize other franchisees to serve) customers in your Territory or Territories if you are in default, or if you are incapable of meeting customer demand in your Territory or Territories. We may serve customers in your Territory or Territories if they are defined as a National Account. We may also serve (or authorize another franchisee to serve) a particular customer in your Territory or Territories if you fail to properly serve such customer, or if we reasonably believe that you will not properly serve such customer. We reserve the right to use other channels of distribution, such as the internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your Territory or Territories (i) using our principal trademarks, but only for sales of products or services different from the ones you will offer, and (ii) using trademarks different from the ones you will use. In the circumstances where

the franchise agreement does not prohibit us from soliciting or accepting orders from inside your Territory or Territories, we do not pay any compensation to you.

Soliciting by You Outside Your Territory

You cannot solicit or market to potential customers outside of your Territory or Territories, except for solicitations or marketing which are primarily targeted inside the Territory or Territories and which incidentally reach potential customers outside of the Territory or Territories. You cannot serve customers outside of your Territory or Territories without our prior written permission. We may withdraw permission at any time.

Competition by Us Under Different Trademarks

Neither we nor any of our affiliates operates, franchises, or has plans to operate or franchise a business under a different trademark selling goods or services similar to those you will offer. However, the franchise agreement does not prohibit us from doing so.

Item 13
TRADEMARKS

Principal Trademark

We grant you the right to operate a Franchise under the trademark Wetfuel Franchising, LLC and other Marks we may authorize you to use.

Wetfuel Franchising LLC owns the following service marks registered on the Principal Register with the United States Patent and Trademark Office ("**USPTO**") and it will file all required affidavits and renewals:

Trademark	Registration #	Registration Date
 WetFuel On-Demand Fuel Delivery	8228165	April 28, 2026

WetFuel has granted us the perpetual right to use and sublicense others to use the principal Marks, as well as other Marks under a trademark license agreement with an effective date of April 28, 2026. WetFuel may terminate the trademark agreement if any misuse of these Marks materially impairs the goodwill associated with these Marks, if we violate any provision of the license agreement or we do not comply with WetFuel's instruction concerning the quality of these Marks. If the trademark agreement is terminated, any then-existing sublicenses (franchises) will continue for the term of the sublicenses, provided that the sublicensees (franchisees) comply with all other terms of their franchise agreements. The trademark license agreement contains no other limitations.

There are no other agreements currently in effect which significantly limit our rights to use or license the use of the trademarks, service marks, trade names, logotypes or other commercial in any manner material to the Franchise.

There are no currently effective determinations of the United States Patent and Trademark Office, Trademark Trial and Appeal Board, trademark administrator of any state, or any court nor any pending interference, opposition or cancellation proceeding, nor any pending material litigation involving the Marks that is relevant to their use by you.

We do not actually know of either superior prior rights or infringing uses that could materially affect your use of the Marks.

Your usage of the Marks and any goodwill established from their use will benefit us. You will not receive any interest in the Marks. You may not at any time contest the validity or ownership of the Marks, including any Marks we authorize or license to you after you sign the Franchise Agreement.

You must not use any Mark or part of any Mark as part of any corporate or trade name in any modified form, in connection with the sale of any unauthorized product or service or in any other manner we do not authorize in writing. You must give notices of trademark and service mark registrations as we specify and obtain fictitious or assumed name registrations as may be required under applicable law.

You must not use any merchandising, advertising or promotional practice which is unethical or may be injurious to our business, other franchises or the goodwill associated with the Marks.

We and our agents will have the right to enter and inspect your Franchise or observe your operation in the field to make sure you are complying with our standards.

You must provide us and our agents with reasonable accommodation to provide for this right to inspect.

You must use the designation ®, ™ trademark registration notice as applicable or otherwise indicate in your advertising that "WetFuel" and all other Marks are our trade names, trademarks and Service marks.

You must promptly notify us of any unauthorized use of the Marks, any challenge to the validity of the Marks, or any challenge to our ownership of, and our right to use and to license others to use, or your right to use, the Marks. We have the right to direct and control any administrative proceeding or litigation involving the Marks, including any settlement. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Marks.

The Franchise Agreement does not contain any provisions under which we are required to defend or indemnify you against any claims of infringement or unfair competition arising out of your use of the Marks. You must promptly notify us of any claim asserted or litigation instituted by any person, entity, or governmental agency involving the Marks.

If we undertake the defense or prosecution of any litigation concerning the Marks, you must sign any documents and agree to do the things as may, in our counsel's opinion be necessary to carry out that defense or prosecution, such as becoming a nominal party to any legal action. Unless the litigation is the result of your use of the Marks in a manner inconsistent with the terms of your Franchise Agreement, we will reimburse you for your out of pocket costs in doing these things (although you will still be responsible for the salary costs of your employees) and we will bear the costs of any judgment or settlement.

However, if the litigation results from your use of the Marks in a manner inconsistent with the terms of the Franchise Agreement, then you will have to reimburse us for the cost of the litigation, including attorneys' fees, as well as the cost of any judgment or settlement.

If it becomes advisable at any time in our sole judgment for you to modify or discontinue using any Mark or for you and the Franchise to use one or more additional or substitute trade or service marks, you will have to immediately comply with our directions. We have no obligation to reimburse you for any expenditures you make because of any discontinuance or modification.

Wetfuel Franchising, LLC (Wyoming LIMITED LIABILITY COMPANY)
2796 E Rochester Ct
Meridian, IDAHO 83646
CLASS 39: Fuel delivery services
FIRST USE 11-00-2023; IN COMMERCE 11-00-2023
The color(s) white and red is/are claimed as a feature of the mark.
The mark consists of An image of a white flame. Inside the flame is a red curved design. To the right of that is the word WET in uppercase white letters followed by FUEL in uppercase red letters. Beneath the word WET is a thin white line. Underneath FUEL are the words ON-DEMAND FUEL DELIVERY in smaller, white letters. All of this is on an unclaimed background.
No claim is made to the exclusive right to use the following apart from the mark as shown: "WET FUEL" and "ON-DEMAND FUEL DELIVERY"
SER. NO. 99-282,843, FILED 07-14-2025

Item 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents

We do not own rights in, or licenses to, patents that are material to the franchise. We do not have any pending patent applications.

Copyrights

All of our original works of authorship fixed in a tangible medium of expression are automatically protected under the U.S. Copyright Act, whether or not we have obtained registrations. This includes our Brand Standards Manual as well as all other sales, training, management and other materials that we have created or will create. You may use these copyrighted materials during the term of the franchise, in a manner consistent with our ownership rights, solely for your franchised business.

We do not have any registered copyrights. There are no pending copyright applications for our copyrighted materials. There are no currently effective determinations of the U.S. Copyright Office (Library of Congress) or any court regarding any copyright.

There are no agreements currently in effect that limit our right to use or license the use of our copyrighted materials.

We have no obligation to protect any of our copyrights or to defend you against claims arising from your use of copyrighted items. The franchise agreement does not require us to take affirmative action when notified of copyright infringement. We control any copyright litigation. We are not required to participate in the defense of a franchisee or indemnify a franchisee for expenses or damages in a proceeding involving a copyright licensed to the franchisee. We may require you to modify or discontinue using the subject matter covered by any of our copyrights, at your expense.

We do not know of any copyright infringement that could materially affect you.

Proprietary Information

We have a proprietary, confidential Brand Standards Manual and related materials that include guidelines, standards and policies for the development and operation of your business. We also claim proprietary rights in other confidential information or trade secrets that include all methods for developing and operating the business, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information and know-how.

You (and your owners, if the franchise is owned by an entity) must protect the confidentiality of our Brand Standards Manual and other proprietary information, and you must use our confidential information only for your franchised business. We may require your managers and key employees to sign confidentiality agreements.

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

Your Participation

You are not required to participate personally in the direct operation of your business although we recommend that you devote substantial time and attention to the business.

If you are the sole owner of the business, then you are deemed the "Principal Executive". If the business is owned through a corporation or limited liability company, you must designate one person as your "Principal Executive". The Principal Executive is the executive primarily responsible for your business and has decision-making authority on behalf of the business. The Principal Executive must own at least 10% of the business. The Principal Executive must complete our initial training program. The Principal Executive must complete any post-opening training programs that we develop in the future. The Principal Executive must make reasonable efforts to attend all in-person meetings and remote meetings (such as telephone conference calls), including regional or national brand conferences, that we require. The Principal Executive cannot fail to attend more than three consecutive required meetings. The Principal Executive must actively supervise the operation of the business and may not act solely as a passive investor.

If your business is owned by an entity, all owners of the business must sign our Guaranty and Non-Compete Agreement (see Attachment 2 to Exhibit B).

"On-Premises" Supervision

When your business performs services for a customer, you are not required to personally conduct "on-premises" supervision of your business. However, we recommend on-premises supervision by you.

There is no limit on who you can hire as an on-premises supervisor. The general manager of your business (whether that is you or a hired person) must successfully complete our training program.

If the franchise business is owned by an entity, we do not require that the general manager own any equity in the entity.

Restrictions on Your Manager

If we request, you must have your general manager sign a confidentiality and non-compete agreement. We do not require you to place any other restrictions on your manager.

Item 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale and sell, only and all goods and services, Approved Products and Approved Services, and deal only with those Approved Suppliers, that we authorize or require.

Failure to comply with our purchasing restrictions may result in the termination of your Franchise Agreement. We may supplement, revise and/or modify the types of authorized goods or services, our Approved Products and/or Approved Services as we deem appropriate, as well as our System Standards associated with the provision of these products/services. These changes will be outlined in our Manual or otherwise in writing, and there are no contractual limitations on our right to make these types of changes.

You must ensure that only Authorized Team Members/employees who have completed all required training are those that provide the Approved Services at your Location. If we discontinue any Approved Product or Approved Service offered by the location, then you must cease offering or selling such product/service within a reasonable time, unless such product/service represents a health or safety hazard (in which case you must immediately comply upon receipt of notice from us). You may not use the location of your location for any other business purpose other than the operation of your location/franchise business. You may not advertise, offer for sale or sell, any products and/or services that we have not authorized. We may change the types of authorized products and services at any time in our discretion. You agree to promptly undertake all changes as we periodically require, without limit, except we will not require you to thoroughly modernize or remodel the location any more often than once every 5 years. You will not make any material alterations to your location, or its appearance as originally approved by us without our prior written approval.

You must refrain from any merchandising, advertising, or promotional practice that is unethical or may be injurious to your business, our brand/business and/or other WetFuel locations/businesses, or to the goodwill associated with the Marks. Subject to the conditions set forth above, we do not impose any restrictions with regards to the customers to whom you may sell goods and services.

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	Franchise Agreement (FA): § 3.1	10 years from date of franchise agreement.
b. Renewal or extension of the term	FA: § 3.2	You may obtain a successor franchise agreement for up to 2 additional 5-year terms.

Provision	Section in franchise or other agreement	Summary
c. Requirements for franchisee to renew or extend	FA: § 3.2	For our franchise system, "renewal" means that at the end of your term, you sign our successor franchise agreement for an additional 5-year term. You may be asked to sign a contract with materially different terms and conditions than your original contract. To renew, you must give advance notice to us; be in compliance with all contractual obligations to us and third parties; conform your business to then-current standards for new franchisees; sign then-current form of franchise agreement and related documents (including personal guaranty); sign general release (unless prohibited by applicable law), and pay the franchise renewal fee of $10,000. If you continue operating your franchise after the expiration of the term without a renewal agreement, then we may either terminate your operation at any time or deem you to have renewed your agreement for a 5-year term.
d. Termination by franchisee	FA: § 14.1	If we violate a material provision of the franchise agreement and fail to cure or to make substantial progress toward curing the violation within 30 days after notice from you.
e. Termination by franchisor without cause	Not Applicable	
f. Termination by franchisor with cause	FA: § 14.2	We may terminate your franchise agreement for cause, subject to any applicable notice and cure opportunity.
g. "Cause" defined--curable defaults	FA: § 14.2	Non-payment by you (10 days to cure); violate franchise agreement other than non-curable default (30 days to cure).
h. "Cause" defined--non-curable defaults	FA: § 14.2	Misrepresentation when applying to be a franchisee; knowingly submitting false

Provision	Section in franchise or other agreement	Summary
		information; bankruptcy; violation of law; violation of confidentiality; violation of non-compete; violation of transfer restrictions; slander or libel of us; refusal to cooperate with our audit or evaluation; cease operations for more than 15 consecutive days; three defaults in 12 months; cross-termination; charge or conviction of, or plea to, a felony, commit or be accused of an act that is reasonably likely to materially and unfavorably affect our brand; any other breach of franchise agreement which by its nature cannot be cured.
i. Franchisee's obligations on termination/non-renewal	FA: §§ 14.3 – 14.6	Pay all amounts due; return Manual and proprietary items; notify phone, internet, and other providers and transfer service; cease doing business; remove identification; purchase option by us.
j. Assignment of agreement by franchisor	FA: § 15.1	Unlimited
k. "Transfer" by franchisee - defined	FA: Article 1	For you (or any owner of your business) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the business, (ii) the franchise agreement, (iii) any direct or indirect ownership interest in the business, or (iv) control of the business.
l. Franchisor's approval of transfer by franchisee	FA: § 15.2	No transfers without our approval.
m. Conditions for franchisor's approval of transfer	FA: § 15.2	Pay transfer fee; buyer meets our standards; buyer is not a competitor of ours; buyer and its owners sign our then-current franchise agreement and related documents (including personal guaranty); you've made all payments to us and are in compliance with all contractual requirements; buyer completes training program; you sign a general release; business complies with then-current system specifications.

Provision	Section in franchise or other agreement	Summary
n. Franchisor's right of first refusal to acquire franchisee's business	FA: § 15.5	If you want to transfer your business (other than to your co-owner or to your spouse, sibling, or child), we have a right of first refusal.
o. Franchisor's option to purchase franchisee's business	Not Applicable	
p. Death or disability of franchisee	FA: §§ 2.4, 15.4	If you die or become incapacitated, a new principal executive acceptable to us must be designated to operate the business, and your executor must transfer the business to an approved new owner within nine months.
q. Non-competition covenants during the term of the franchise	FA: § 13.2	Neither you, any owner of the business, or any spouse of an owner may have ownership interest in, lend money or provide financial assistance to, provide services to, or be employed by, any competitor.
r. Non-competition covenants after the franchise is terminated or expires	FA: § 13.2	For two years, neither you, any owner of the business, or any spouse of an owner may have ownership interest in, lend money or provide financial assistance to, provide services to, or be employed by a competitor operating in your former Territory or Territories or the Territory or Territories of any other WetFuel business operating on the date of termination.
s. Modification of the agreement	FA: § 18.4	No modification or amendment of the franchise agreement will be effective unless it is in writing and signed by both parties. This provision does not limit our right to modify the Manual or system specifications.
t. Integration/merger clause	FA: § 18.3	Only the terms of the agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable. However, no claim made in any franchise agreement is intended to disclaim the

Provision	Section in franchise or other agreement	Summary
		express representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	FA: § 17.1	All disputes are resolved by arbitration (except for injunctive relief) (subject to applicable state law).
v. Choice of forum	FA: §§ 17.1; 17.5	Arbitration will take place where our headquarters is located (currently, Boise, Idaho) (subject to applicable state law). Any legal proceedings not subject to arbitration will take place in the District Court of the United States, in the district where our headquarters is then located, or if this court lacks jurisdiction, the state courts of the state and county where our headquarters is then located (subject to applicable state law).
w. Choice of law	FA: § 18.8	Idaho (subject to applicable state law)
x. Termination Before Opening / Failure to Meet Opening Requirements	Franchise Agreement (FA): § 6.5, 6.6	Examples include failure to obtain: • zoning approvals • environmental permits • fuel storage permits • fire marshal approvals • hazardous materials compliance approvals • federal, state, or local regulatory approvals • required business licenses or registrations • suitable land, property, or an approved location for fuel storage tanks or equipment • required insurance coverage • commercial general liability insurance • commercial auto insurance • pollution or environmental liability insurance • workers compensation insurance where applicable • required equipment, vehicles, or fueling systems meeting WetFuel specifications • any other permits, approvals, authorizations, or regulatory requirements

Provision	Section in franchise or other agreement	Summary
		necessary to lawfully operate the franchised business Franchisee must secure all required approvals within 180 days of signing the Franchise Agreement and must commence operations within 12 months. If Franchisee fails to do so, WetFuel Franchising LLC may terminate the agreement and the Territory or Territories may be re issued.

For additional disclosures required by certain states, refer to Exhibit G - State Addenda to Disclosure Document

Item 18
PUBLIC FIGURES

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

Item 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

The following financial results are based on our affiliate owned company outlet which is operated by our affiliate, WetFuel, LLC. These financial results cover the period from April 20th, 2025 through April 10th, 2026.

Total for Income	**$4,966,615.15**
Total for Cost of Goods Sold	**$3,880,029.87**
Gross Profit	**$1,086,585.28**
Auto Expense & Maintenance	27,069.60
Auto Fuel	9,124.61
Bad Debt	658.60
Bank Service Charges	165.39
Business Licenses and Permits	1,050.12
Computer and Internet Expenses	4,178.91
Disposal Fees	17.00
Dues and Subscriptions	9,170.93
Total for Insurance Expense	**$109,320.71**
Merchant Account Fees	3,444.92
Office Supplies	2,867.40
Over/Under	-0.10
Total for Payroll Expenses	**$206,266.11**
Payroll Taxes	2,674.32
Postage and Delivery	32.49
Professional Fees	33,085.25
QuickBooks Payments Fees	18.15
Repairs and Maintenance	6,516.32
Sales Tax Adjustment	93.83
Small Tools & Equipment	7,133.80
Supplies	34,413.47
Suspense	0.00
Telephone Expense	990.96
Uniforms	853.70
Utilities	2,508.65
Total for Expenses	**$461,655.14**
Net Operating Income	**$624,930.14**
Other Income	
Finance Charges Income	130.60
Interest Income	181.97
Total for Other Income	**$312.57**
Other Expenses	
Interest Expense	36,647.61
Reconciliation Discrepancies	-440.72
Total for Other Expenses	**$36,206.89**
Net Income	**$589,035.82**

Estimated Royalty Fees	$97,792.68
Estimated Brand Fund Fees	$21,731.71
Estimated Local Advertising	$21,731.71
Estimated Tech Fees	$6,000.00
Adjusted Net Income	**$441,779.72**

Notes:

1. The foregoing data are historic financial performance representations. They are not projections of future performance. The Financial Performance Representation set forth below is based on a single affiliate-owned outlet operating in Boise, Idaho for approximately one (1) fiscal year. The affiliate-owned Outlet operates in a market of approximately 845,000 people (Boise, ID MSA), if you operate in a smaller market, your sales may not be as high as what is shown here. There are no other material and/or operational characteristics of the company-owned outlets that are reasonably anticipated to differ materially from future operational franchise outlets.

2. "Gross Sales" means the total revenue derived from the sale of goods or services less sales tax, discounts, and returns.

3. "Cost of Goods Sold" ("COGS") means only the actual, verifiable, out-of-pocket cost paid by Franchisee for fuel, DEF, oils, lubricants, and other approved products purchased for resale in the ordinary course of the Franchised Business, as evidenced by invoices from Franchisor-approved or designated suppliers.

    a. COGS shall:

        i. be calculated in accordance with accounting principles consistently applied

        ii. reflect **arm's length pricing**

        iii. be supported by contemporaneous invoices and records acceptable to Franchisor

    b. COGS shall **not include**, and Franchisee may not deduct, any of the following:

        i. labor costs, wages, or driver compensation

        ii. delivery, transportation, or logistics costs

        iii. vehicle costs, fuel for vehicles, maintenance, or repairs

iv. insurance, permits, or licensing fees

v. administrative or overhead expenses

vi. equipment costs or depreciation

vii. shrinkage, loss, or write-offs in excess of normal industry standards as determined by Franchisor

viii. any rebates, discounts, credits, or other consideration received by Franchisee (which must reduce COGS)

ix. any costs not directly attributable to the purchase of products for resale

4. "Gross Profit" means, for any reporting period, the total dollar amount of all revenue and other consideration of every kind derived from or related to the operation of the Franchised Business, whether received in cash, credit, barter, or otherwise, minus the Cost of Goods Sold, as defined below.

    a. Gross Profit includes, without limitation:

        i. all sales of diesel fuel, gasoline, DEF, oils, lubricants, and other products

        ii. delivery fees, service fees, environmental fees, minimum delivery charges, surcharges, and similar charges

        iii. any other fees or charges associated with or arising from the Franchised Business

    b. Gross Profit excludes only:

        i. bona fide refunds actually made to customers

        ii. sales taxes or similar taxes collected from customers and remitted to the appropriate governmental authority

        iii. proceeds from the sale of used equipment not in the ordinary course of business

5. "Total for Expenses" is the sum of all operating costs associated with the operation of the Company Owned Business during this time period. The costs disclosed in this Item 19 are representative of a multi-vehicle, mature business operation and would be significantly higher than expenses tied to a new, start up business.

6. "Net Income" means the Gross Profit minus the Total for Expenses, plus Total for Other Income minus Total for Other Expenses.

7. Our Affiliates do not pay royalties or marketing fees to us; however, we have shown the estimated expenditures (9% of Gross Profit, Royalty, 1% of Gross Profit Brand Fund or

$750, whichever is greater, Local Advertising Fee of 1% of Gross Profit or $750, whichever is greater and Tech Fees of $500 per month) for each Affiliate had they incurred those expenses. You should also account for a Technology Fee paid to us of $200 to $500 per month.

8. "Adjusted Net Income" means the Net Income minus the estimated Franchise Fees. This Item 19 did not include any compensation for owners, which if you intend to pay yourself a Salary, this should be added to your expense assumptions.

9. **Prospective franchisees should not assume affiliate's results are representative of franchisee results.**

10. **Some outlets have sold and earned this amount. Your individual results may differ. There is no assurance that you'll sell or earn as much.**

11. Written substantiation of the information contained in this Item 19 will be made available to prospective franchisees upon reasonable request.

Except for what is included in this Item 19, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employee/team members, team members 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, Cory Albertson and Stephen Thomas, 2796 E Rochester Ct, Meridian, ID 83646, and 208-576-9538, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20
OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary
For Years 2023 to 2025

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Company-Owned	2023	0	1	+1
	2024	1	1	0
	2025	1	1	0

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Total Outlets	2023	0	1	+1
	2024	1	1	0
	2025	1	1	0

Table 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2023 to 2025

Column 1 State	Column 2 Year	Column 3 Number of Transfers
All States	2023	0
	2024	0
	2025	0
Total	2023	0
	2024	0
	2025	0

Table 3
Status of Franchised Outlets
For Years 2023 to 2025

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi-Nations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations – Other Reasons	Column 9 Outlets at End of the Year
All States	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Totals	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0

Table 4
Status of Company-Owned Outlets
For Years 2023 to 2025

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
Idaho	2023	0	1	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Totals	2023	0	1	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1

Table 5
Projected Openings for 2026 As Of December 31, 2025

Column 1 State	Column 2 Franchise Agreements Signed but Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year
Arizona	0	1	0
Florida	0	1	0
Georgia	0	1	0
Texas	0	1	0
Totals	0	4	0

Current Franchisees

Exhibit H contains the names of all current franchisees (as of the end of our last fiscal year) and the address and telephone number of each of their outlets.

Former Franchisees

Exhibit F contains the name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date.

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

Confidentiality Clauses

In the last three fiscal years, no franchisees have signed any contract, order, or settlement provision that directly or indirectly restricts a current or former franchisee from discussing his or her personal experience as a franchisee in our system with any prospective franchisee.

Franchisee Organizations

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

Item 21
FINANCIAL STATEMENTS

We have not been in business for three years or more, and therefore cannot include all financial statements required by the Franchise Rule of the Federal Trade Commission. Exhibit D contains our unaudited opening balance sheet dated 12/31/2025. Our fiscal year end is December 31.

Item 22
CONTRACTS

Copies of all proposed agreements regarding this franchise offering are attached as the following Exhibits:

B. Franchise Agreement (with Guaranty and Non-Compete Agreement)
C. Form of General Release
H. State Addenda to Franchise Agreement

Item 23
RECEIPTS

Detachable documents acknowledging your receipt of this disclosure document are attached as the last two pages of this disclosure document.

EXHIBIT A

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

We may register this Disclosure Document in some or all of the following states in accordance with the applicable state law. If and when we pursue franchise registration, or otherwise comply with the franchise investment laws, in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in each state and the state offices or officials that we will designate as our agents for service of process in those states:

State	State Administrator	Agent for Service of Process (if different from State Administrator)
California	Commissioner of Business Oversight Department of Business Oversight 1515 K Street Suite 200 Sacramento, CA 95814-4052 866-275-2677	
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities P.O. Box 40 Honolulu, HI 96810 (808) 586-2722	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	
Indiana	Franchise Section Indiana Securities Division Secretary of State Room E-111 302 W. Washington Street Indianapolis, IN 46204 (317) 232-6681	
Maryland	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Commissioner of Securities 200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 (517) 373-7117	

State	State Administrator	Agent for Service of Process (if different from State Administrator)
Minnesota	Minnesota Department of Commerce Securities-Franchise Registration 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500
New York	New York State Department of Law Investor Protection Bureau 28 Liberty St. 21st Floor New York, NY 10005 212-416-8236	Secretary of State 99 Washington Avenue Albany, NY 12231
North Dakota	North Dakota Securities Department 600 East Boulevard Ave., State Capital Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	
Oregon	Department of Consumer & Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4140	
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue John O. Pastore Complex–69-1 Cranston, RI 02920-4407 (401) 462-9527	
South Dakota	Division of Insurance 124 South Euclid Suite 104 Pierre, SD 57501-3185 (605) 773-3563	
Virginia	State Corporation Commission 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507 (360) 902-8760	Department of Financial Institutions Securities Division 150 Israel Rd SW Tumwater, WA 98501 (360) 902-8760
Wisconsin	Division of Securities Department of Financial Institutions Post Office Box 1768 Madison, WI 53701 (608) 266-2801	Securities and Franchise Registration Wisconsin Securities Commission 201 West Washington Avenue, Suite 300 Madison, WI 53703

EXHIBIT B

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

SUMMARY PAGE		
1.	**Franchisee**	_____
2.	**Initial Franchise Fee**	$_____
3.	**Business Location**	_____
4.	**Territory or Territories**	_____
5.	**Opening Deadline**	_____
6.	**Principal Executive**	_____
7.	**Franchisee's Address**	_____

FRANCHISE AGREEMENT

This Agreement is made between WetFuel Franchising, LLC, a Wyoming Limited Liability Company ("WetFuel Franchising"), and Franchisee effective as of the date signed by WetFuel Franchising (the "Effective Date").

Background Statement:

A. WetFuel Franchising and its affiliates have created and own a system (the "System") for developing and operating a specialized mobile fuel delivery business that provides on-demand fueling services for commercial fleets, equipment, generators, and job sites. The WetFuel brand delivers fuel and DEF directly into tanks, helping customers eliminate downtime, reduce labor costs, and improve operational efficiency. Franchisees operate under the WetFuel brand using a proven service model, technology platform, and fully equipped DEF-capable fuel trucks, under the trade name "WetFuel".

B. The System includes (1) methods, procedures, and standards for developing and operating a WetFuel business, (2) particular products and services, (3) the Marks, (4) training programs, (5) business knowledge, (6) marketing plans and concepts, and (7) other mandatory or optional elements as determined by WetFuel Franchising from time to time.

C. The parties desire that WetFuel Franchising license the Marks and the System to Franchisee for Franchisee to develop and operate a WetFuel business on the terms and conditions of this Agreement.

ARTICLE 1. DEFINITIONS

"**Action**" means any action, suit, proceeding, claim, demand, governmental investigation, governmental inquiry, judgment or appeal thereof, whether formal or informal.

"**Approved Vendor**" means a supplier, vendor, or distributor of Inputs which has been approved by WetFuel Franchising.

"**Business**" means the WetFuel business owned by Franchisee and operated under this Agreement.

"**Competitor**" means any business which offers products or services the same or similar as the franchise brand.

"**Confidential Information**" means all non-public information of or about the System, WetFuel Franchising, and any WetFuel business, including all methods for developing and operating the Business, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information and know-how.

"Gross Profit" means, for any reporting period, the total dollar amount of all revenue and other consideration of every kind derived from or related to the operation of the Franchised Business,

whether received in cash, credit, barter, or otherwise, minus the Cost of Goods Sold, as defined below.

Gross Profit includes, without limitation:

- all sales of diesel fuel, gasoline, DEF, oils, lubricants, and other products
- delivery fees, service fees, environmental fees, minimum delivery charges, surcharges, and similar charges
- any other fees or charges associated with or arising from the Franchised Business

Gross Profit excludes only:

- bona fide refunds actually made to customers
- sales taxes or similar taxes collected from customers and remitted to the appropriate governmental authority
- proceeds from the sale of used equipment not in the ordinary course of business

"Cost of Goods Sold" ("COGS") means only the actual, verifiable, out-of-pocket cost paid by Franchisee for fuel, DEF, oils, lubricants, and other approved products purchased for resale in the ordinary course of the Franchised Business, as evidenced by invoices from Franchisor-approved or designated suppliers.

- COGS shall:
  - be calculated in accordance with accounting principles consistently applied
  - reflect arm's length pricing
  - be supported by contemporaneous invoices and records acceptable to Franchisor
- COGS shall not include, and Franchisee may not deduct, any of the following:
  - labor costs, wages, or driver compensation
  - delivery, transportation, or logistics costs
  - vehicle costs, fuel for vehicles, maintenance, or repairs
  - insurance, permits, or licensing fees
  - administrative or overhead expenses
  - equipment costs or depreciation

- shrinkage, loss, or write-offs in excess of normal industry standards as determined by Franchisor

- any rebates, discounts, credits, or other consideration received by Franchisee (which must reduce COGS)

- any costs not directly attributable to the purchase of products for resale

"**Input**" means any goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating the Business.

"**Location**" means the location stated on the Summary Page.

"**Losses**" includes (but is not limited to) all losses; damages; fines; charges; expenses; lost profits; reasonable attorneys' fees; travel expenses, expert witness fees; court costs; settlement amounts; judgments; loss of WetFuel Franchising's reputation and goodwill; costs of or resulting from delays; financing; costs of advertising material and media time/space and the costs of changing, substituting or replacing the same; and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

"**Manual**" means WetFuel Franchising's confidential Brand Standards Manual(s), including any supplements, additions, or revisions from time to time, which may be in any form or media.

"**Brand Fund**" means the fund established (or which may be established) by WetFuel Franchising into which Brand Fund Contributions are deposited.

"**Marks**" means the trade name and logo contained on the Summary Page, and all other trade names, trademarks, service marks and logos specified by WetFuel Franchising from time to time for use in a WetFuel business.

"**Owner**" means each person or entity which directly or indirectly owns or controls any equity of Franchisee. If Franchisee is an individual person, then "Owner" means Franchisee.

"**Required Vendor**" means a supplier, vendor, or distributor of Inputs which WetFuel Franchising requires franchisees to use.

"**System Standards**" means, as of any given time, the then-current mandatory procedures, requirements, and/or standards of the System as determined by WetFuel Franchising, which may include without limitation, any procedures, requirements and/or standards for appearance, business metrics, cleanliness, customer service, design, equipment, inventory, marketing and public relations, operating days, operating hours, presentation of Marks, product and service offerings, quality of products and services (including any guaranty and warranty programs), reporting, safety, technology (such as computers, computer peripheral equipment, smartphones, point-of-sale systems, back-office systems, information management systems, security systems, video monitors, other software, backup and archiving systems, communications systems (including email, audio, and video systems), payment acceptance systems, and internet access, as well as upgrades, supplements, and modifications thereto), uniforms, and vehicles.

"**Territory**" means the Territory or Territories stated on the Summary Page.

"**Transfer**" means for Franchisee (or any Owner) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the Business, (ii) this Agreement, (iii) any direct or indirect ownership interest in the Business, or (iv) control of the Business.

ARTICLE 2. GRANT OF LICENSE

2.1 Grant. Franchisor grants Franchisee the right to operate the Franchised Business within the territory or territories described in Exhibit A attached to this Agreement. If more than one territory is listed in the Territory and Location Attachment 3 to Franchise Agreement, this Agreement governs all such territories collectively, unless otherwise stated in writing by Franchisor.

2.2 Protected Territory or Territories.

(a) Limitation. Franchisee shall not solicit or market to potential customers outside of the Territory or Territories, except for solicitations or marketing which are primarily targeted inside the Territory or Territories and which incidentally reach potential customers outside of the Territory or Territories.

(b) Service. Franchisee shall not serve customers outside of the Territory or Territories without WetFuel Franchising's prior written permission. WetFuel Franchising may withdraw permission at any time. If Franchisee serves a customer outside of the Territory or Territories without WetFuel Franchising's prior written permission, WetFuel Franchising may impose a fee equal to the greater of (i) $500 or (ii) 75% of the amount paid by such customer to Franchisee. This fee is a reasonable estimate of WetFuel Franchising's internal cost of personnel time attributable to addressing Franchisee's breach of this Section, and it is not a penalty or estimate of all damages arising from Franchisee's breach. This fee is in addition to all of WetFuel Franchising's other rights and remedies.

(c) Exclusivity. WetFuel Franchising shall not establish, nor license the establishment of, another business within the Territory or Territories or which serves customers located in the Territory or Territories selling the same or similar goods or services under the same or similar trademarks or service marks as a WetFuel business. However, WetFuel Franchising retains the right to:

(i) serve (or authorize other franchisees to serve) customers in the Territory or Territories if Franchisee is in default, or if Franchisee is incapable of meeting customer demand in the Territory or Territories (in WetFuel Franchising's reasonable opinion);

(ii) serve (or authorize other franchisees to serve) a particular customer in the Territory or Territories if Franchisee fails to properly serve such customer, or if WetFuel Franchising reasonably believes that Franchisee will not properly serve such customer;

(iii) establish and license others to establish and operate WetFuel businesses outside the Territory or Territories;

(iv) operate and license others to operate businesses anywhere that do not operate under the WetFuel brand name; and

(v) sell and license others to sell WetFuel products and services to customers in the Territory or Territories through channels of distribution (including the internet) so long as such products and services are not provided through a WetFuel outlet in the Territory or Territories, and are different from the products and services provided by Franchisee.

(d) Policies. WetFuel Franchising may set policies binding on all franchisees regarding soliciting, marketing, and serving customers in another franchisee's Territory or Territories, and WetFuel Franchising may waive or modify such policies in any circumstance as WetFuel Franchising determines. If Franchisee obtains a customer in the protected Territory or Territories of another franchisee, then, in addition to all other rights and remedies WetFuel Franchising may have, WetFuel Franchising may in its discretion (i) require Franchisee to transfer the customer to such other franchisee, (ii) require Franchisee to pay such other franchisee 75% of the Gross Profit received from such customer, or (iii) fashion such other remedy as WetFuel Franchising deems appropriate.

(e) Referrals. WetFuel Franchising may set policies binding on all franchisees regarding referral fees (and other terms and conditions) when a customer is referred from one WetFuel business to another. WetFuel Franchising may waive or modify such policies in any circumstance as WetFuel Franchising determines.

(f) National and Multi Territory Accounts. Certain customers may operate across multiple territories including construction companies, trucking fleets, regional contractors, government agencies, or other multi location accounts. WetFuel Franchising reserves the right to service such customers directly or to designate one or more franchisees to service those customers regardless of Territory or Territories boundaries. WetFuel Franchising may establish policies governing the management, servicing, and allocation of such accounts.

(g) Customer Origination. If Franchisee originates and establishes a customer relationship within its Territory or Territories, Franchisee may continue servicing that customer even if the customer later operates outside the Territory or Territories, provided that:

(i) the customer relationship was originally established by Franchisee
(ii) Franchisee remains in good standing under this Agreement
(iii) services are provided in compliance with WetFuel Franchising's System Standards and any policies governing multi Territory or Territories accounts

WetFuel Franchising may establish policies governing the servicing of such customers and the allocation of revenue among franchisees when multiple territories are involved.

2.3 Franchisee Control. Franchisee represents that Attachment 1 (i) identifies each owner, officer and director of Franchisee, and (ii) describes the nature and extent of each owner's interest

in Franchisee. If any information on Attachment 1 changes (which is not a Transfer), Franchisee shall notify WetFuel Franchising within 10 days.

2.4 Principal Executive. Franchisee agrees that the person designated as the "Principal Executive" on the Summary Page is the executive primarily responsible for the Business and has decision-making authority on behalf of Franchisee. The Principal Executive must have at least 10% ownership interest in Franchisee. The Principal Executive must participate in the direct operation of the Business and must devote substantial time and attention to the Business. If the Principal Executive dies, becomes incapacitated, transfers his/her interest in Franchisee, or otherwise ceases to be the executive primarily responsible for the Business, Franchisee shall promptly designate a new Principal Executive, subject to WetFuel Franchising's reasonable approval.

2.5 Guaranty. If Franchisee is an entity, then Franchisee shall have each Owner sign a personal guaranty of Franchisee's obligations to WetFuel Franchising, in the form of Attachment 2.

2.6 No Conflict. Franchisee represents to WetFuel Franchising that Franchisee and each of its Owners (i) are not violating any agreement (including any confidentiality or non-competition covenant) by entering into or performing under this Agreement, (ii) are not a direct or indirect owner of any Competitor, and (iii) are not listed or "blocked" in connection with, and are not in violation under, any anti-terrorism law, regulation, or executive order.

2.7 Minimum Territory Development and Performance. Franchisee agrees to actively develop and service the Territory or Territories. WetFuel Franchising may establish minimum operational or performance standards applicable to the Territory or Territories, which may include requirements related to minimum revenue levels, gallon volume sold, number of active customer accounts, or number of operating service vehicles. If Franchisee fails to meet such minimum standards or fails to actively operate the business within the Territory or Territories, WetFuel Franchising may take corrective action which may include requiring a development plan, reducing the size of the Territory or Territories, modifying Territory or Territories boundaries, or granting rights within portions of the Territory or Territories to other franchisees. WetFuel Franchising will determine such performance standards and corrective actions in its reasonable discretion.

ARTICLE 3. TERM

3.1 Term. This Agreement commences on the Effective Date and continues for 10 years.

3.2 Successor Agreement. When the term of this Agreement expires, Franchisee may enter into a successor agreement for up to 2 additional periods of 5 years each, subject to the following conditions prior to each expiration:

(i) Franchisee notifies WetFuel Franchising of the election to renew between 90 and 180 days prior to the end of the term;

(ii) Franchisee (and its affiliates) are in compliance with this Agreement and all other agreements with WetFuel Franchising (or any of its affiliates) at the time of election and at the time of renewal;

(iii) Franchisee has made or agrees to make (within a period of time acceptable to WetFuel Franchising) changes to the Business as WetFuel Franchising requires to conform to the then-current System Standards;

(iv) Franchisee and its Owners execute WetFuel Franchising's then-current standard form of franchise agreement and related documents (including personal guaranty), which may be materially different than this form (including, without limitation, higher and/or different fees), except that (A) Franchisee will not pay another initial franchise fee, (B) Franchisee will not receive more renewal or successor terms than described in this Section, and (C) the Territory or Territories will not be changed;

(v) Franchisee and each Owner executes a general release (on WetFuel Franchising's then-standard form) of any and all claims against WetFuel Franchising, its affiliates, and their respective owners, officers, directors, agents and employees.

(vi) Franchisee pays the Renewal Fee of $10,000.

ARTICLE 4. FEES

4.1 Initial Franchise Fee. Upon signing this Agreement, Franchisee shall pay an initial franchise fee in the amount stated on the Summary Page. This initial franchise fee is not refundable.

4.2 Royalty Fee. Franchisee shall pay WetFuel Franchising a monthly royalty fee (the "Royalty Fee") equal to 9% of Gross Profit. The Royalty Fee for any given month is due on the 15th day of the following month.

4.3 Brand Fund Contribution.

(a) Brand Fund Contribution. Franchisee shall pay WetFuel Franchising a contribution to the Brand Fund (the "Brand Fund Contribution") equal to 1% of Franchisee's Gross Profit or $750, whichever is greater and WetFuel Franchising has the right to increase this amount to 2% of Gross Profit at any time, at the same time as the Royalty Fee.

(b) Market Cooperative Contribution. If the Business participates in a Market Cooperative, then Franchisee shall contribute to the Market Cooperative a percentage of Gross Profit (or other amount) determined by the Market Cooperative.

4.4 Replacement / Additional Training Fee. If Franchisee sends an employee to WetFuel Franchising's training program after opening, WetFuel Franchising may charge its then-current training fee. As of the date of this Agreement, the training fee is $500 per day.

4.5 Non-Compliance Fee. WetFuel Franchising may charge Franchisee $500 for any instance of non-compliance with the System Standards or this Agreement (other than Franchisee's non-payment of a fee owed to WetFuel Franchising) which Franchisee fails to cure after 30 days' notice. Thereafter, WetFuel Franchising may charge Franchisee $250 per week until Franchisee ceases such non-compliance. This fee is a reasonable estimate of WetFuel Franchising's internal cost of personnel time attributable to addressing the non-compliance, and it is not a penalty or estimate of all damages arising from Franchisee's breach. The non-compliance fee is in addition

to all of WetFuel Franchising's other rights and remedies (including default and termination under Section 14.2).

4.6 Technology Fees. Franchisee will pay WetFuel Franchising a Setup Fee of $1,500 to $4,000 upon getting the technology and software in place and then pay WetFuel Franchising a monthly Technology Fee of $200 to $500 per month. This fee is due on the 5th of each month.

4.7 Reimbursement. WetFuel Franchising may (but is never obligated to) pay on Franchisee's behalf any amount that Franchisee owes to a supplier or other third party. If WetFuel Franchising does so or intends to do so, Franchisee shall pay such amount plus a 10% administrative charge to WetFuel Franchising within 15 days after invoice by WetFuel Franchising accompanied by reasonable documentation.

4.8 Supplier and Evaluation Fee

If You would like to use alternative supplier for a product or service to be used in or sold at Your WetFuel Business (except in instances where we have designated a sole supplier of any product, item, good, equipment service or supplies), You must submit a Supplier and Product Evaluation Form (Included in Brand Standards Manual) and may be required to pay a Supplier and Product Evaluation Fee. The current Supplier and Product Evaluation Fee is up to $1,500 and not to exceed $2,500 for each alternative supplier request You submit to Us. If a fee is required, it is due and payable upon submission of an alternative supplier request. It is not refundable under any circumstances. We may grant or deny any such request in our sole and absolute discretion.

4.9 Centralized Local Marketing Service.

This is an optional Fee, if Franchisee chooses to use this service, Franchisee will pay WetFuel Franchising a monthly fee of $500 per month due on the 15th of each month.

4.10 Management Fee.

If WetFuel Franchising is required to operate Franchisee's business, Franchisee will pay WetFuel Franchising a fee of Fifteen percent (15%) to Twenty-Five percent (25%) of Gross Profit while Franchisor (or its designee) operates the Franchised Business, plus reimbursement of actual costs incurred by Franchisor. This fee would be triggered by Franchisee's death, disability, abandonment, material default, or operational failure (including any thirty (30)-day-or-greater suspension of operations without cure).

4.11 Payment Terms.

(a) Method of Payment. Franchisee shall pay the Royalty Fee, Brand Fund Contribution, and any other amounts owed to WetFuel Franchising by pre-authorized bank draft or in such other manner as WetFuel Franchising may require. Franchisee shall comply with WetFuel Franchising's payment instructions.

(b) Calculation of Fees. Franchisee shall submit to WetFuel Franchising, LLC a complete and accurate report of its Gross Profit and total gallons sold for each calendar month no later than the fifth day of the following month, in the form and manner required by WetFuel Franchising.

If Franchisee fails to submit the required report timely, WetFuel Franchising may, in its sole discretion, estimate the amount of Royalty Fees and Brand Fund Contributions owed for that reporting period and withdraw such amounts from Franchisee's designated account. Such estimated fees may be calculated at an amount equal to one hundred twenty-five percent 125% of the most recent Gross Profit and gallons sold previously reported by Franchisee or based on any other information available to WetFuel Franchising.

Franchisee acknowledges and agrees that WetFuel Franchising has the right, at any time and without prior notice, to remotely access, review, and retrieve information from Franchisee's point of sale systems, fuel management systems, accounting systems, or other reporting systems for the purpose of verifying Gross Profit, gallons sold, and calculating any fees owed under this Agreement.

Any differences between estimated fees withdrawn and the actual fees owed shall be reconciled and adjusted after Franchisee submits the required report. Any underpayment shall be immediately due and payable to WetFuel Franchising, and any overpayment shall be credited toward future amounts owed.

(c) Late Fees and Interest. If Franchisee does not make a payment on time, Franchisee shall pay a $100 "late fee" plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law).

(d) Insufficient Funds. WetFuel Franchising may charge $30 for any payment returned for insufficient funds (or, if such amount exceeds the maximum allowed by law, then the fee allowed by law).

(e) Costs of Collection. Franchisee shall repay any costs incurred by WetFuel Franchising (including reasonable attorney fees) in attempting to collect payments owed by Franchisee.

(f) Application. WetFuel Franchising may apply any payment received from Franchisee to any obligation and in any order as WetFuel Franchising may determine, regardless of any designation by Franchisee.

(g) Obligations Independent; No Set-Off. The obligations of Franchisee to pay to WetFuel Franchising any fees or amounts described in this Agreement are not dependent on WetFuel Franchising's performance and are independent covenants by Franchisee. Franchisee shall make all such payments without offset or deduction.

ARTICLE 5. ASSISTANCE

5.1 Manual. WetFuel Franchising shall make its Manual available to Franchisee.

5.2 Assistance in Hiring Employees. WetFuel Franchising shall provide its suggested staffing levels to Franchisee. WetFuel Franchising shall provide suggested guidelines for hiring employees. All hiring decisions and conditions of employment are Franchisee's sole responsibility.

5.3 Assistance in Training Employees. WetFuel Franchising shall, to the extent it deems appropriate, provide programs for Franchisee to conduct training of new employees.

5.4 Pre-Opening Assistance.

(a) Pre-Opening Specifications and Vendors. To the extent not included in the Manual, WetFuel Franchising shall provide Franchisee with (i) applicable System Standards and other specifications as WetFuel Franchising deems appropriate (which may include specifications regarding inventory, supplies, materials, and other matters), and (ii) WetFuel Franchising's lists of Approved Vendors and/or Required Vendors.

(b) Business Plan Review. If requested by Franchisee, WetFuel Franchising shall review and advise on Franchisee's pre-opening business plan and financial projections. **Franchisee acknowledges that WetFuel Franchising accepts no responsibility for the performance of the Business.**

(c) Pre-Opening Training. WetFuel Franchising shall make available its standard pre-opening training to the Principal Executive and up to one other employee/team member, at WetFuel Franchising's headquarters and/or at a WetFuel business designated by WetFuel Franchising. WetFuel Franchising shall not charge any fee for this training. Franchisee is responsible for its own travel, lodging, meal, and other out-of-pocket expenses. WetFuel Franchising reserves the right to vary the length and content of the initial training program based on the experience and skill level of any individual attending the program.

(d) Market Introduction Plan. WetFuel Franchising shall advise Franchisee regarding the planning and execution of Franchisee's market introduction plan.

(e) On-Site Opening Assistance. In addition to the initial training, should Franchisee request additional assistance from Franchisor to facilitate the opening of the Franchise and should Franchisor, in its discretion, deem it necessary, feasible and appropriate to comply with the request, Franchisee shall reimburse Franchisor for the expenses of Franchisor providing such additional assistance, which may include Franchisor's then-current service fee, as set forth in the Manuals or otherwise communicated to Franchisee in writing from time to time. Franchisor will provide such additional on-site assistance as Franchisor deems advisable.

5.5 Post-Opening Assistance.

(a) Advice, Consulting, and Support. If Franchisee requests, WetFuel Franchising will provide advice to Franchisee (by telephone or electronic communication) regarding improving and developing Franchisee's business, and resolving operating problems Franchisee encounters, to the

extent WetFuel Franchising deems reasonable. If WetFuel Franchising provides in-person support in response to Franchisee's request, WetFuel Franchising may charge its then-current fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support).

(b) Pricing. Upon request, WetFuel Franchising will provide recommended prices for products and services offered by franchisees of the System.

(c) Procedures. WetFuel Franchising will provide Franchisee with WetFuel Franchising's recommended administrative, bookkeeping, accounting, and inventory control procedures. WetFuel Franchising may make any such procedures part of required (and not merely recommended) System Standards.

(d) Marketing. WetFuel Franchising shall manage the Brand Fund.

(e) Internet. WetFuel Franchising shall maintain a website for WetFuel, which will include Franchisee's location (or Territory or Territories) and telephone number.

ARTICLE 6. LOCATION, DEVELOPMENT, AND OPENING

6.1 Location and Territory. Franchisee is solely responsible for selecting the Location and agrees to the description of the Territory or Territories in Attachment 3 to Franchise Agreement. If the Location is not stated on the Summary Page, then Franchisee shall find a suitable Location that meets WetFuel Franchising's System Standards (if any) within the Territory or Territories.

6.2 Lease. In connection with any lease between Franchisee and the landlord of the Location: (i) if requested by WetFuel Franchising, Franchisee must submit the proposed lease to WetFuel Franchising for written approval, and (ii) the term of the lease (including renewal terms) must be for a period of not less than the term of this Agreement.

6.3 Development. If the Location will be open to the public or used for meeting customers or potential customers, then Franchisee shall construct (or remodel) and finish the Location in conformity with WetFuel Franchising's System Standards.

6.4 New Franchisee Training. Franchisee's Principal Executive must complete WetFuel Franchising's training program for new franchisees to WetFuel Franchising's satisfaction at least four weeks before opening the Business.

6.5 Conditions to Opening. Franchisee shall provide WetFuel Franchising with at least thirty (30) days prior written notice of Franchisee's intended opening date for the Business. Franchisee shall not open or commence operations of the Business unless and until all of the following conditions have been satisfied to WetFuel Franchising's satisfaction:

(a) Franchisee is in full compliance with this Agreement and all other agreements between Franchisee and WetFuel Franchising.

(b) Franchisee has obtained all required governmental licenses, permits, registrations, approvals, and authorizations necessary to lawfully operate the Business.

(c) The Business, equipment, vehicles, inventory, and operations fully comply with all applicable System Standards and specifications established by WetFuel Franchising.

(d) Franchisee has hired and properly trained a sufficient number of qualified employees to operate the Business in accordance with System Standards.

(e) Franchisee, its managers, and all required personnel have successfully completed all required pre-opening training programs required by WetFuel Franchising.

(f) Franchisee has satisfied all other pre-opening requirements contained in this Agreement or the Manual.

(g) WetFuel Franchising has conducted any inspections it deems necessary and has provided its written authorization permitting the Business to open.

WetFuel Franchising shall have the right to delay or withhold authorization to open the Business if Franchisee has not satisfied any of the above requirements or if WetFuel Franchising determines that opening the Business would not comply with System Standards or applicable law.

(h) Initial Advertising / Marketing. Beginning at least one month prior to the scheduled opening of your Franchise and continuing for five months after the opening, we require you to spend at least $750.00 per month on local advertising and promotional activities to promote your Franchise. In addition to the initial Opening Advertising, you are also required to spend the greater of 1% of Gross Profit or $750 per month or on local advertising throughout the term.

(i) Uniform Attire. To promote a uniform System image, Franchisee shall require all of its personnel to dress during business hours in the attire specified in the Manuals.

6.6 Opening Date. Franchisee shall open the Business on or before the date stated on the Summary Page.

ARTICLE 7. OPERATIONS

7.1 Compliance with Manual and System Standards. Franchisee shall at all times and at its own expense comply with all mandatory obligations contained in the Manual and with all other System Standards.

7.2 Compliance with Law. Franchisee and the Business shall comply with all laws and regulations. Franchisee and the Business shall obtain and keep in force all governmental permits and licenses necessary for the Business.

7.3 Products and Services. Franchisee shall offer all products and services, and only those products and services, from time to time prescribed by WetFuel Franchising in the Manual or otherwise in writing. Franchisee shall provide all products and perform all services in a high-

quality manner that meets or exceeds the customer's reasonable expectations and all applicable System Standards. Franchisee shall implement any guaranties, warranties, or similar commitments regarding products and/or services that WetFuel Franchising may require.

7.4 Prices. Notwithstanding any provision of this Agreement or the Manual to the contrary, Franchisee retains the sole discretion to determine the prices it charges for products and services.

7.5 Personnel.

(a) Service. Franchisee shall cause its personnel to render competent and courteous service to all customers and members of the public.

(b) Appearance. Franchisee shall cause its personnel to comply with any dress attire, uniform, personal appearance and hygiene standards set forth in the Manual.

(c) Qualifications. WetFuel Franchising may set minimum qualifications for categories of employees employed by Franchisee.

(d) Sole Responsibility. Franchisee is solely responsible for the terms and conditions of employment of all of its personnel, including recruiting, hiring, training, scheduling, supervising, compensation, and termination. Franchisee is solely responsible for all actions of its personnel. Franchisee and WetFuel Franchising are not joint employers, and no employee of Franchisee will be an agent or employee of WetFuel Franchising. Within seven days of WetFuel Franchising's request, Franchisee and each of its employees will sign an acknowledgment form stating that Franchisee alone (and not WetFuel Franchising) is the employee's sole employer. Franchisee will use its legal name on all documents with its employees and independent contractors, including, but not limited to, employment applications, time cards, pay checks, and employment and independent contractor agreements, and Franchisee will not use the Marks on any of these documents.

7.6 Post-Opening Training. WetFuel Franchising may at any time require that the Principal Executive and/or any other employees complete training programs, in any format and in any location determined by WetFuel Franchising. WetFuel Franchising may charge a reasonable fee for any training programs. WetFuel Franchising may require Franchisee to provide training programs to its employees. If a training program is held at a location which requires travel by the Principal Executive or any other employee, then Franchisee shall pay all travel, living and other expenses.

7.7 Software. Without limiting the generality of Section 7.1 or Section 8.1, Franchisee shall acquire and use all software and related systems required by WetFuel Franchising. Franchisee shall enter into any subscription and support agreements that WetFuel Franchising may require. Franchisee shall upgrade, update, or replace any software from time to time as WetFuel Franchising may require. Franchisee shall protect the confidentiality and security of all software systems, and Franchisee shall abide by any System Standards related thereto. Franchisee shall give WetFuel Franchising unlimited access to Franchisee's point of sale system and other software systems used in the Business, by any means designated by WetFuel Franchising.

7.8 Customer Complaints. Franchisee shall use its best efforts to promptly resolve any customer complaints. WetFuel Franchising may take any action it deems appropriate to resolve a customer complaint regarding the Business, and WetFuel Franchising may require Franchisee to reimburse WetFuel Franchising for any expenses.

7.9 Evaluation and Compliance Programs. Franchisee shall participate at its own expense in programs required from time to time by WetFuel Franchising for obtaining customer evaluations, reviewing Franchisee's compliance with the System, and/or managing customer complaints, which may include (but are not limited to) a customer feedback system, customer survey programs, and mystery shopping. WetFuel Franchising shall share with Franchisee the results of these programs, as they pertain to the Business. Franchisee must meet or exceed any minimum score requirements set by WetFuel Franchising for such programs. WetFuel Franchising may set minimum scores that Franchisee must receive from the public on internet review sites (such as Yelp or Google).

7.10 Payment Systems. Franchisee shall accept payment from customers in any form or manner designated by WetFuel Franchising (which may include, for example, cash, specific credit and/or debit cards, electronic fund transfer systems, and mobile payment systems). Franchisee shall purchase or lease all equipment and enter into all business relationships necessary to accept payments as required by WetFuel Franchising. Franchisee must at all times comply with payment card industry data security standards (PCI-DSS).

7.11 Loyalty Programs, and Incentive Programs. At its own expense, Franchisee shall sell or otherwise issue certificates, or other pre-paid systems, and participate in any customer loyalty programs, membership/subscription programs, or customer incentive programs, designated by WetFuel Franchising, in the manner specified by WetFuel Franchising in the Manual or otherwise in writing. Franchisee shall honor all other pre-paid systems, regardless of whether issued by Franchisee or another WetFuel business. Franchisee shall comply with all procedures and specifications of WetFuel Franchising related to certificates, and other pre-paid systems, or related to customer loyalty, membership/subscription, or customer incentive programs.

7.12 Maintenance and Repair. If the Location will be open to the public or used for meeting customers or potential customers, then Franchisee shall at all times keep the Business in a neat and clean condition, perform all appropriate maintenance, and keep all physical property in good repair. In addition, Franchisee shall promptly perform all work on the physical property of the Business as WetFuel Franchising may prescribe from time to time.

7.13 Vehicles. If Franchisee uses one or more vehicles for the Business, Franchisee shall ensure that all vehicles comply with all applicable System Standards, including without limitation required equipment and exterior décor. Franchisee shall keep all vehicles in excellent or better condition, clean, and free of dents and other damage, and shall ensure that the vehicles present a first-class image appropriate to WetFuel Franchising's System. Franchisee shall use the vehicle solely for the Business.

7.14 Meetings. The Principal Executive shall use reasonable efforts to attend all in-person meetings and remote meetings (such as telephone conference calls) that WetFuel Franchising

requires, including any national or regional brand conventions. Franchisee shall not permit the Principal Executive to fail to attend more than three consecutive required meetings.

7.15 Insurance. Franchisee shall obtain and continuously maintain, at its sole expense, insurance coverage in the types, forms, and amounts specified by WetFuel Franchising in the Manual or otherwise required by WetFuel Franchising from time to time. WetFuel Franchising may modify the required insurance coverage requirements in the Manual as the System evolves or as WetFuel Franchising determines necessary for the protection of the System.

Unless otherwise specified in the Manual, Franchisee shall maintain at least the following minimum insurance coverage:

(i) Commercial General Liability insurance, including contractual liability, products and completed operations liability, and broad form property damage coverage, written on an occurrence policy form, with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate.

(ii) Business Automobile Liability insurance covering owned, leased, non owned, and hired vehicles used in the operation of the Business, with limits of not less than $1,000,000 combined single limit per occurrence.

(iii) Pollution and Environmental Liability insurance covering sudden and gradual pollution events arising from fueling operations, fuel transportation, and storage, with limits of not less than $1,000,000 per occurrence.

(iv) Workers Compensation insurance and employer liability insurance as required by applicable state law.

WetFuel Franchising may require additional coverages, higher limits, umbrella or excess liability coverage, or other insurance types as WetFuel Franchising deems reasonably necessary for the protection of the System.

All insurance policies required under this Agreement, except Workers Compensation, must:

1. Name WetFuel Franchising, its affiliates, subsidiaries, officers, directors, members, managers, employees, and agents as additional insureds.
2. Include a waiver of subrogation in favor of WetFuel Franchising and its affiliates.
3. Be primary and non-contributing with any insurance maintained by WetFuel Franchising or its affiliates.
4. Provide that WetFuel Franchising receives not less than thirty days prior written notice of cancellation, non-renewal, or material modification.

Franchisee shall provide WetFuel Franchising with certificates of insurance and any other proof of coverage requested by WetFuel Franchising prior to opening the Business and upon renewal of any policy.

WetFuel Franchising reserves the right, but not the obligation, to establish a national or system wide insurance program through designated insurance providers. WetFuel Franchising may require Franchisee to participate in such insurance program if WetFuel Franchising determines that participation will improve coverage, consistency, or cost efficiencies for the System.

WetFuel Franchising or its affiliates may receive administrative fees, commissions, overrides, rebates, or other consideration from insurance providers or program administrators in connection with any system wide insurance program.

Failure by Franchisee to maintain the required insurance coverage shall constitute a material default under this Agreement. WetFuel Franchising may, but shall not be obligated to, obtain such insurance on Franchisee's behalf and Franchisee shall immediately reimburse WetFuel Franchising for all costs incurred plus an administrative fee determined by WetFuel Franchising.

7.16 Payments to Third Parties and Government. Franchisee shall pay all vendors and suppliers in a timely manner. Franchisee shall pay all taxes when due. If Franchisee borrows money, it shall comply with the terms of its loan and make all loan payments when due. If Franchisee leases the Location, Franchisee shall comply with its lease for the Location and make all rent payments when due.

7.17 Public Relations. Franchisee shall not make any public statements (including giving interviews or issuing press releases) regarding WetFuel, the Business, or any particular incident or occurrence related to the Business, without WetFuel Franchising's prior written approval, which will not be unreasonably withheld.

7.18 Association with Causes. Franchisee shall not in the name of the Business (i) donate money, products, or services to any charitable, political, religious, or other organization, or (ii) act in support of any such organization, without WetFuel Franchising's prior written approval, which will not be unreasonably withheld.

7.19 No Other Activity Associated with the Business. Franchisee shall not use the assets of the Business for any purpose other than the Business. Franchisee shall not "co-brand" or associate any other business activity with the WetFuel Business in a manner which is likely to cause the public to perceive it to be related to the WetFuel Business. If Franchisee is an entity, the entity shall not own or operate any other business except WetFuel businesses.

7.20 No Third-Party Management. Franchisee shall not engage a third-party management company to manage or operate the Business without the prior written approval of WetFuel Franchising, which will not be unreasonably withheld.

7.21 No Subcontracting. Franchisee shall not subcontract or delegate to a third party any services to be performed by Franchisee for a customer (other than engaging individuals as independent contractors in the ordinary course of business).

7.22 Identification. Franchisee must identify itself as the independent owner of the Business in the manner prescribed by WetFuel Franchising.

7.23 Business Practices. Franchisee, in all interactions with customers, employees, vendors, governmental authorities, and other third parties, shall be honest and fair. Franchisee shall comply with any code of ethics or statement of values from WetFuel Franchising. Franchisee shall not take any action which may injure the goodwill associated with the Marks.

ARTICLE 8. SUPPLIERS AND VENDORS

8.1 Generally. Franchisee shall acquire all Inputs required by WetFuel Franchising from time to time in accordance with System Standards. WetFuel Franchising may require Franchisee to purchase or lease any Inputs, equipment, fueling systems, tanks, pumps, technology systems, or other operational assets from WetFuel Franchising, WetFuel Franchising's designee, Required Vendors, Approved Vendors, and/or under WetFuel Franchising's specifications. WetFuel Franchising may change any such requirement or change the status of any vendor. To make such requirement or change effective, WetFuel Franchising shall issue the appropriate System Standards. Franchisee must use WetFuel Franchising's designated technology systems, including the WetFuel mobile application, dispatch software, point of sale systems, and other technology platforms required for the operation of the Franchised Business. Franchisee must comply with all technology standards and updates issued by WetFuel Franchising.

8.2 Alternate Vendor Approval. If WetFuel Franchising requires Franchisee to purchase a particular Input only from an Approved Vendor or Required Vendor, and Franchisee desires to purchase the Input from another vendor, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by WetFuel Franchising. WetFuel Franchising may condition its approval on such criteria as WetFuel Franchising deems appropriate, which may include evaluations of the vendor's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. WetFuel Franchising will provide Franchisee with written notification of the approval or disapproval of any proposed new vendor within 30 days after receipt of Franchisee's request.

8.3 Alternate Input Approval. If WetFuel Franchising requires Franchisee to purchase a particular Input, and Franchisee desires to purchase an alternate to the Input, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by WetFuel Franchising. WetFuel Franchising will provide Franchisee with written notification of the approval or disapproval of any proposed alternate Input within 30 days after receipt of Franchisee's request.

8.4 Purchasing. WetFuel Franchising may negotiate prices and terms with vendors on behalf of the System. WetFuel Franchising may receive rebates, payments, or other consideration from vendors in connection with purchases by franchisees. WetFuel Franchising has the right (but not the obligation) to collect payments from Franchisee on behalf of a vendor and remit the payments to the vendor, and to impose a reasonable markup or charge for administering the payment program. WetFuel Franchising may implement a centralized purchasing system. WetFuel Franchising may establish a purchasing cooperative and require Franchisee to join and participate in the purchasing cooperative on such terms and conditions as WetFuel Franchising may determine.

8.5 No Liability of Franchisor. WetFuel Franchising shall not have any liability to Franchisee for any claim or loss related to any product provided or service performed by any Approved Vendor or Required Vendor, including without limitation defects, delays, or unavailability of products or services.

8.6 Product Recalls. If WetFuel Franchising or any vendor, supplier, or manufacturer of an item used or sold in Franchisee's Business issues a recall of such item or otherwise notifies Franchisee that such item is defective or dangerous, Franchisee shall immediately cease using or selling such item, and Franchisee shall at its own expense comply with all instructions from WetFuel Franchising or the vendor, supplier, or manufacturer of such item with respect to such item, including without limitation the recall, repair, and/or replacement of such item.

8.7 System Equipment and Right of First Refusal. All tanks, fueling equipment, pumps, meters, technology systems, and other operational equipment used in the Franchised Business must comply with WetFuel Franchising's specifications and System Standards. Franchisee may not sell, transfer, assign, or otherwise dispose of any such equipment used in the operation of the Franchised Business without first offering WetFuel Franchising the right of first refusal to purchase such assets on the same terms offered by a third-party purchaser. WetFuel Franchising may elect to purchase such equipment directly or designate another franchisee or affiliate to purchase the equipment.

ARTICLE 9. MARKETING

9.1 Approval and Implementation. Franchisee shall not conduct any marketing, advertising or public relations activities (including websites, online advertising, social media marketing or presence, and sponsorships) that have not been approved by WetFuel Franchising. WetFuel Franchising may (but is not obligated to) operate all "social media" accounts on behalf of the System, or it may permit franchisees to operate one or more accounts. Franchisee must comply with any System Standards regarding marketing, advertising, and public relations, include any social media policy that WetFuel Franchising may prescribe. Franchisee shall implement any marketing plans or campaigns determined by WetFuel Franchising.

9.2 Use By WetFuel Franchising. WetFuel Franchising may use any marketing materials or campaigns developed by or on behalf of Franchisee, and Franchisee hereby grants an unlimited, perpetual, royalty-free license to WetFuel Franchising for such purpose.

9.3 Brand Fund. WetFuel Franchising may establish a Brand Fund to promote the System on a local, regional, national, and/or international level. If WetFuel Franchising has established a Brand Fund:

(a) Separate Account. WetFuel Franchising shall hold the Brand Fund Contributions from all franchisees in one or more bank accounts separate from WetFuel Franchising's other accounts.

(b) Use. WetFuel Franchising shall use the Brand Fund only for marketing, advertising, and public relations materials, programs and campaigns (including at local, regional, national, and/or international level), and related overhead. The foregoing includes such activities and expenses as WetFuel Franchising reasonably determines, and may include, without limitation:

development and placement of advertising and promotions; sponsorships; contests and sweepstakes; development of décor, trade dress, Marks, and/or branding; development and maintenance of brand websites; social media; internet activities; e-commerce programs; search engine optimization; market research; public relations, media or agency costs; trade shows and other events; printing and mailing; and administrative and overhead expenses related to the Brand Fund (including the compensation of WetFuel Franchising's employees working on marketing and for accounting, bookkeeping, reporting, legal and other expenses related to the Brand Fund).

(c) Discretion. Franchisee agrees that expenditures from the Brand Fund need not be proportionate to contributions made by Franchisee or provide any direct or indirect benefit to Franchisee. The Brand Fund will be spent at WetFuel Franchising's sole discretion, and WetFuel Franchising has no fiduciary duty with regard to the Brand Fund.

(d) Contribution by Other Outlets. WetFuel Franchising is not obligated to (i) have all other WetFuel businesses (whether owned by other franchisees or by WetFuel Franchising or its affiliates) contribute to the Brand Fund, or (ii) have other WetFuel businesses that do contribute to the Brand Fund contribute the same amount or at the same rate as Franchisee.

(e) Surplus or Deficit. WetFuel Franchising may accumulate funds in the Brand Fund and carry the balance over to subsequent years. If the Brand Fund operates at a deficit or requires additional funds at any time, WetFuel Franchising may loan such funds to the Brand Fund on reasonable terms.

(f) Financial Statement. WetFuel Franchising will prepare an unaudited annual financial statement of the Brand Fund within 120 days of the close of WetFuel Franchising's fiscal year and will provide the financial statement to Franchisee upon request.

9.4 Market Cooperatives. WetFuel Franchising may establish market advertising and promotional cooperative funds ("Market Cooperative") in any geographical areas. If a Market Cooperative for the geographic area encompassing the Territory has been established at the time Franchisee commences operations hereunder, Franchisee shall immediately become a member of such Market Cooperative. If a Market Cooperative for the geographic area encompassing the Territory or Territories is established during the term of this Agreement, Franchisee shall become a member of such Market Cooperative within 30 days. WetFuel Franchising shall not require Franchisee to be a member of more than one Market Cooperative. If WetFuel Franchising establishes a Market Cooperative:

(a) Governance. Each Market Cooperative will be organized and governed in a form and manner, and shall commence operations on a date, determined by WetFuel Franchising. WetFuel Franchising may require the Market Cooperative to adopt bylaws or regulations prepared by WetFuel Franchising. Unless otherwise specified by WetFuel Franchising, the activities carried on by each Market Cooperative shall be decided by a majority vote of its members. WetFuel Franchising will be entitled to attend and participate in any meeting of a Market Cooperative. Any WetFuel business owned by WetFuel Franchising in the Market Cooperative shall have the same voting rights as those owned by its franchisees. Each Business owner will be entitled to cast one vote for each Business owned, provided, however, that a franchisee shall not be entitled to vote if it is in default under its franchise agreement. If the members of a Market Cooperative are unable

or fail to determine the manner in which Market Cooperative monies will be spent, WetFuel Franchising may assume this decision-making authority after 10 days' notice to the members of the Market Cooperative.

(b) Purpose. Each Market Cooperative shall be devoted exclusively to administering regional advertising and marketing programs and developing (subject to WetFuel Franchising's approval) standardized promotional materials for use by the members in local advertising and promotion.

(c) Approval. No advertising or promotional plans or materials may be used by a Market Cooperative or furnished to its members without the prior approval of WetFuel Franchising pursuant to Section 9.1. WetFuel Franchising may designate the national or regional advertising agencies used by the Market Cooperative.

(d) Funding. The majority vote of the Market Cooperative will determine the dues to be paid by members of the Market Cooperative, including Franchisee, but not less than 1% and not more than 5% of Gross Profit.

(e) Enforcement. Only WetFuel Franchising will have the right to enforce the obligations of franchisees who are members of a Market Cooperative to contribute to the Market Cooperative.

(f) Termination. WetFuel Franchising may terminate any Market Cooperative. Any funds left in a Market Cooperative upon termination will be transferred to the Brand Fund.

9.5 Required Spending. In addition to the Opening Advertising described in Section 9.6, Franchisee shall, beginning upon opening and continuing throughout the term of this Agreement, spend on local advertising and promotion of the Business (the "Local Marketing Requirement") an amount equal to the greater of Seven Hundred Fifty Dollars ($750) per month or one percent (1%) of Gross Profit.

WetFuel Franchising may increase the Local Marketing Requirement to up to two percent (2%) of Gross Profit upon written notice to Franchisee.

Franchisee shall use such Local Marketing funds solely for advertising and promotional activities approved by WetFuel Franchising. WetFuel Franchising shall have the sole discretion to determine what activities qualify as "marketing" and may designate in writing, from time to time, the manner, media, and allocation of Franchisee's Local Marketing expenditures. Upon request, Franchisee shall provide proof of compliance with this Section.

If Franchisee owns more than one contiguous Territory, the Local Marketing Requirement for up to four (4) contiguous Territories may be satisfied collectively, provided that the total combined expenditure is at least equal to the then-current Local Marketing Requirement for one (1) Territory, unless otherwise directed by WetFuel Franchising.

WetFuel Franchising may, in its discretion, require Franchisee to participate in a regional or market cooperative. Any required contributions to such cooperative may be credited toward Franchisee's Local Marketing Requirement, as determined by WetFuel Franchising.

In addition to the Local Marketing Requirement, Franchisee shall contribute to the WetFuel Brand Fund an amount equal to one percent (1%) of Gross Profit each month (the "Brand Fund Contribution"). WetFuel Franchising may increase the Brand Fund Contribution to up to two percent (2%) of Gross Profit upon written notice to Franchisee. The Brand Fund Contribution is separate from and in addition to the Local Marketing Requirement and shall not be credited toward satisfaction of the Local Marketing Requirement unless expressly authorized in writing by WetFuel Franchising.

9.6 Market Introduction Plan. Franchisee shall develop a market introduction plan and obtain WetFuel Franchising's written approval of such plan at least thirty (30) days prior to the projected opening date of the Business.

Beginning the calendar month prior to opening and continuing through the first five (5) full calendar months following the opening of the Business, Franchisee shall spend not less than Seven Hundred Fifty Dollars ($750) per month on advertising and promoting the Business within the Territory (the "Opening Advertising").

The Opening Advertising requirement is separate from and in addition to the Local Marketing Requirement set forth in Section 9.5, unless WetFuel Franchising expressly permits otherwise in writing.

ARTICLE 10. RECORDS AND REPORTS

10.1 Systems. Franchisee shall use such customer data management, sales data management, administrative, bookkeeping, accounting, and inventory control procedures and systems as WetFuel Franchising may specify in the Manual or otherwise in writing.

10.2 Reports.

(a) Financial Reports. Franchisee shall provide such periodic financial reports as WetFuel Franchising may require in the Manual or otherwise in writing, including:

(i) a monthly profit and loss statement and balance sheet for the Business within 30 days after the end of each calendar month;

(ii) an annual financial statement (including profit and loss statement, cash flow statement, and balance sheet) for the Business within 90 days after the end of WetFuel Franchising's fiscal year; and

(iii) any information WetFuel Franchising requests in order to prepare a financial performance representation for WetFuel Franchising's franchise disclosure document.

(b) Legal Actions and Investigations. Franchisee shall promptly notify WetFuel Franchising of any Action or threatened Action by any customer, governmental authority, or other third party against Franchisee or the Business, or otherwise involving the Franchisee or the Business. Franchisee shall provide such documents and information related to any such Action as WetFuel Franchising may request.

(c) Government Inspections. Franchisee shall give WetFuel Franchising copies of all inspection reports, warnings, certificates, and ratings issued by any governmental entity with respect to the Business, within three days of Franchisee's receipt thereof.

(d) Other Information. Franchisee shall submit to WetFuel Franchising such other financial statements, budgets, forecasts, reports, records, copies of contracts, documents related to litigation, tax returns, copies of governmental permits, and other documents and information related to the Business as specified in the Manual or that WetFuel Franchising may reasonably request.

10.3 Initial Investment Report. Within 120 days after opening for business, Franchisee shall submit to WetFuel Franchising a report detailing Franchisee's investment costs to develop and open the Business, with costs allocated to the categories described in Item 7 of WetFuel Franchising's Franchise Disclosure Document and with such other information as WetFuel Franchising may request.

10.4 Business Records. Franchisee shall keep complete and accurate books and records reflecting all expenditures and receipts of the Business, with supporting documents (including, but not limited to, payroll records, payroll tax returns, register receipts, production reports, sales invoices, bank statements, deposit receipts, cancelled checks and paid invoices) for at least three years. Franchisee shall keep such other business records as WetFuel Franchising may specify in the Manual or otherwise in writing.

10.5 Records Audit. WetFuel Franchising may examine and audit all books and records related to the Business, and supporting documentation, at any reasonable time. WetFuel Franchising may conduct the audit at the Location and/or require Franchisee to deliver copies of books, records and supporting documentation to a location designated by WetFuel Franchising. Franchisee shall also reimburse WetFuel Franchising for all costs and expenses of the examination or audit if (i) WetFuel Franchising conducted the audit because Franchisee failed to submit required reports or was otherwise not in compliance with the System, or (ii) the audit reveals that Franchisee understated Gross Profit by 3% or more for any month.

ARTICLE 11. FRANCHISOR RIGHTS

11.1 Manual; Modification. The Manual, and any part of the Manual, may be in any form or media determined by WetFuel Franchising. WetFuel Franchising may supplement, revise, or modify the Manual, and WetFuel Franchising may change, add or delete System Standards at any time in its discretion. WetFuel Franchising may inform Franchisee thereof by any method that WetFuel Franchising deems appropriate (which need not qualify as "notice" under Section 18.9). In the event of any dispute as to the contents of the Manual, WetFuel Franchising's master copy will control.

11.2 Business Evaluation. WetFuel Franchising may accompany Franchisee or its personnel on any services performed for a customer to conduct an evaluation. If the Location will be open to the public or used for meeting customers or potential customers, WetFuel Franchising may enter the premises of the Business from time to time during normal business hours and conduct an evaluation. Franchisee shall cooperate with WetFuel Franchising's evaluators. The evaluation may

include, but is not limited to, observing operations, conducting a physical inventory, evaluating physical conditions, monitoring sales activity, speaking with employees and customers, and removing samples of products, supplies and materials. WetFuel Franchising may videotape and/or take photographs of the evaluation. WetFuel Franchising may set a minimum score requirement for evaluations, and Franchisee's failure to meet or exceed the minimum score will be a default under this Agreement. Without limiting WetFuel Franchising's other rights under this Agreement, Franchisee will, as soon as reasonably practical, correct any deficiencies noted during an evaluation. If WetFuel Franchising conducts an evaluation because of a governmental report, customer complaint or other customer feedback, or a default or non-compliance with any System Standard by Franchisee (including following up a previous failed evaluation), then WetFuel Franchising may charge all out-of-pocket expenses plus its then-current evaluation fee to Franchisee.

11.3 WetFuel Franchising's Right to Cure. If Franchisee breaches or defaults under any provision of this Agreement, WetFuel Franchising may (but has no obligation to) take any action to cure the default on behalf of Franchisee, without any liability to Franchisee. Franchisee shall reimburse WetFuel Franchising for its costs and expenses (including the allocation of any internal costs) for such action, plus 10% as an administrative fee.

11.4 Right to Discontinue Supplies Upon Default. While Franchisee is in default or breach of this Agreement, WetFuel Franchising may (i) require that Franchisee pay cash on delivery for products or services supplied by WetFuel Franchising, (ii) stop selling or providing any products and services to Franchisee, and/or (iii) request any third-party vendors to not sell or provide products or services to Franchisee. No such action by WetFuel Franchising shall be a breach or constructive termination of this Agreement, change in competitive circumstances or similarly characterized, and Franchisee shall not be relieved of any obligations under this Agreement because of any such action. Such rights of WetFuel Franchising are in addition to any other right or remedy available to WetFuel Franchising.

11.5 Business Data. All customer data and other non-public data generated by the Business is Confidential Information and is exclusively owned by WetFuel Franchising. WetFuel Franchising hereby licenses such data back to Franchisee without charge solely for Franchisee's use in connection with the Business for the term of this Agreement.

11.6 Innovations. Franchisee shall disclose to WetFuel Franchising all ideas, plans, improvements, concepts, methods and techniques relating to the Business (collectively, "Innovations") conceived or developed by Franchisee, its employees, agents or contractors. WetFuel Franchising will automatically own all Innovations and it will have the right to use and incorporate any Innovations into the System, without any compensation to Franchisee. Franchisee shall execute any documents reasonably requested by WetFuel Franchising to document WetFuel Franchising's ownership of Innovations.

11.7 Communication Systems. If WetFuel Franchising provides email accounts and/or other communication systems to Franchisee, then Franchisee acknowledges that it has no expectation of privacy in the assigned email accounts and other communications systems, and Franchisee authorizes WetFuel Franchising to access such communications.

11.8 Delegation. WetFuel Franchising may delegate any duty or obligation of WetFuel Franchising under this Agreement to an affiliate or to a third party.

11.9 System Variations. WetFuel Franchising may vary or waive any System Standard for any one or more WetFuel franchises due to the peculiarities of the particular site or circumstances, density of population, business potential, population of trade area, existing business practices, applicable laws or regulations, or any other condition relevant to the performance of a franchise or group of franchises. Franchisee is not entitled to the same variation or waiver.

11.10 Temporary Public Safety Closure. If WetFuel Franchising discovers or becomes aware of any aspect of the Business which, in WetFuel Franchising's opinion, constitutes an imminent danger to the health or safety of any person, then immediately upon WetFuel Franchising's order, Franchisee must temporarily cease operations of the Business and remedy the dangerous condition. WetFuel Franchising shall have no liability to Franchisee or any other person for action or failure to act with respect to a dangerous condition.

ARTICLE 12. MARKS

12.1 Authorized Marks. Franchisee shall use no trademarks, service marks or logos in connection with the Business other than the Marks. Franchisee shall use all Marks specified by WetFuel Franchising, and only in the manner as WetFuel Franchising may require. Franchisee has no rights in the Marks other than the right to use them in the operation of the Business in compliance with this Agreement. All use of the Marks by Franchisee and any goodwill associated with the Marks, including any goodwill arising due to Franchisee's operation of the Business, will inure to the exclusive benefit of WetFuel Franchising.

12.2 Change of Marks. WetFuel Franchising may add, modify, or discontinue any Marks to be used under the System. Within a reasonable time after WetFuel Franchising makes any such change, Franchisee must comply with the change, at Franchisee's expense.

12.3 Infringement.

(a) Defense of Franchisee. If Franchisee has used the Marks in accordance with this Agreement, then (i) WetFuel Franchising shall defend Franchisee (at WetFuel Franchising's expense) against any Action by a third party alleging infringement by Franchisee's use of a Mark, and (ii) WetFuel Franchising will indemnify Franchisee for expenses and damages if the Action is resolved unfavorably to Franchisee.

(b) Infringement by Third Party. Franchisee shall promptly notify WetFuel Franchising if Franchisee becomes aware of any possible infringement of a Mark by a third party. WetFuel Franchising may, in its sole discretion, commence or join any claim against the infringing party.

(c) Control. WetFuel Franchising shall have the exclusive right to control any prosecution or defense of any Action related to possible infringement of or by the Marks.

12.4 Name. If Franchisee is an entity, it shall not use the words "WetFuel" or any confusingly similar words in its legal name.

ARTICLE 13. COVENANTS

13.1 Confidential Information. With respect to all Confidential Information, Franchisee shall (a) adhere to all procedures prescribed by WetFuel Franchising for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Business; (c) not use any such information in any other business or in any manner not specifically authorized in writing by WetFuel Franchising, (d) exercise the highest degree of diligence and effort to maintain the confidentiality of all such information during and after the term of this Agreement, (e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information. Franchisee acknowledges that all Confidential Information is owned by WetFuel Franchising (except for Confidential Information which WetFuel Franchising licenses from another person or entity). This Section will survive the termination or expiration of this Agreement indefinitely.

13.2 Covenants Not to Compete.

(a) Restriction – In Term. During the term of this Agreement, neither Franchisee, any Owner, nor any spouse of an Owner (the "Restricted Parties") shall directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor.

(b) Restriction – Post Term. For two years after this Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer), no Restricted Party shall directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor operating in any of Franchisee's Territory or the territory of any other WetFuel business operating on the date of termination or transfer, as applicable.

(c) Interpretation. The parties agree that each of the foregoing covenants is independent of any other covenant or provision of this Agreement. If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any court or arbitrator, then the parties intend that the court or arbitrator modify such restriction to the extent reasonably necessary to protect the legitimate business interests of WetFuel Franchising. Franchisee agrees that the existence of any claim it may have against WetFuel Franchising shall not constitute a defense to the enforcement by WetFuel Franchising of the covenants of this Section. If a Restricted Party fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

13.3 General Manager and Key Employees. If requested by WetFuel Franchising, Franchisee will cause its general manager and other key employees to sign WetFuel Franchising's then-current form of confidentiality and non-compete agreement (unless prohibited by applicable law).

ARTICLE 14. DEFAULT AND TERMINATION

14.1 Termination by Franchisee. Franchisee may terminate this Agreement only if WetFuel Franchising violates a material provision of this Agreement and fails to cure or to make substantial progress toward curing the violation within 30 days after receiving written notice from Franchisee

detailing the alleged default. Termination by Franchisee is effective 10 days after WetFuel Franchising receives written notice of termination.

14.2 Termination by WetFuel Franchising.

(a) Subject to 10-Day Cure Period. WetFuel Franchising may terminate this Agreement if Franchisee does not make any payment to WetFuel Franchising when due, or if Franchisee does not have sufficient funds in its account when WetFuel Franchising attempts an electronic funds withdrawal, and Franchisee fails to cure such non-payment within 10 days after WetFuel Franchising gives notice to Franchisee of such breach.

(b) Subject to 30-Day Cure Period. If Franchisee breaches this Agreement in any manner not described in subsection (a) or (c), and Franchisee fails to cure such breach to WetFuel Franchising's satisfaction within 30 days after WetFuel Franchising gives notice to Franchisee of such breach, then WetFuel Franchising may terminate this Agreement.

(c) Without Cure Period. WetFuel Franchising may terminate this Agreement by giving notice to Franchisee, without opportunity to cure, if any of the following occur:

(i) Franchisee misrepresented or omitted material facts when applying to be a franchisee, or breaches any representation in this Agreement;

(ii) Franchisee knowingly submits any false report or knowingly provides any other false information to WetFuel Franchising;

(iii) a receiver or trustee for the Business or all or substantially all of Franchisee's property is appointed by any court, or Franchisee makes a general assignment for the benefit of Franchisee's creditors, or Franchisee is unable to pay its debts as they become due, or a levy or execution is made against the Business, or an attachment or lien remains on the Business for 30 days unless the attachment or lien is being duly contested in good faith by Franchisee, or a petition in bankruptcy is filed by Franchisee, or such a petition is filed against or consented to by Franchisee and the petition is not dismissed within 45 days, or Franchisee is adjudicated as bankrupt;

(iv) Franchisee fails to open for business by the date specified on the Summary Page;

(v) Franchisee or any Owner commits a material violation of Section 7.2 (compliance with laws) or Section 13.1 (confidentiality), violates Section 13.2 (non-compete) or Article 15 (transfer), or commits any other violation of this Agreement which by its nature cannot be cured;

(vi) Franchisee abandons or ceases operation of the Business for more than 15 consecutive days;

(vii) Franchisee or any Owner slanders or libels WetFuel Franchising or any of its employees, directors, or officers;

(viii) Franchisee refuses to cooperate with or permit any audit or evaluation by WetFuel Franchising or its agents or contractors, or otherwise fails to comply with Section 10.5 or Section 11.2.

(ix) the Business is operated in a manner which, in WetFuel Franchising's reasonable judgment, constitutes a significant danger to the health or safety of any person, and Franchisee fails to cure such danger within 48 hours after becoming aware of the danger (due to notice from WetFuel Franchising or otherwise);

(x) Franchisee has received two or more notices of default and Franchisee commits another breach of this Agreement, all in the same 12-month period;

(xi) WetFuel Franchising (or any affiliate) terminates any other agreement with Franchisee (or any affiliate) due to the breach of such other agreement by Franchisee (or its affiliate);

(xii) Franchisee or any Owner is charged with, pleads guilty or no-contest to, or is convicted of a felony; or

(xiii) Franchisee or any Owner is accused by any governmental authority or third party of any act, or if Franchisee or any Owner commits any act or series of acts, that in WetFuel Franchising's opinion is reasonably likely to materially and unfavorably affect the WetFuel brand.

14.3 Effect of Termination. Upon termination or expiration of this Agreement, all obligations that by their terms or by reasonable implication survive termination, including those pertaining to non-competition, confidentiality, indemnity, and dispute resolution, will remain in effect, and Franchisee must immediately:

(i) pay all amounts owed to WetFuel Franchising based on the operation of the Business through the effective date of termination or expiration;

(ii) return to WetFuel Franchising all copies of the Manual, Confidential Information and any and all other materials provided by WetFuel Franchising to Franchisee or created by a third party for Franchisee relating to the operation of the Business, and all items containing any Marks, copyrights, and other proprietary items; and delete all Confidential Information and proprietary materials from electronic devices;

(iii) notify the telephone, internet, email, electronic network, directory, and listing entities of the termination or expiration of Franchisee's right to use any numbers, addresses, domain names, locators, directories and listings associated with any of the Marks, and authorize their transfer to WetFuel Franchising or any new franchisee as may be directed by WetFuel Franchising, and Franchisee hereby irrevocably appoints WetFuel Franchising, with full power of substitution, as its true and lawful attorney-in-fact, which appointment is coupled with an interest; to execute such directions and authorizations as may be necessary or appropriate to accomplish the foregoing; and

(iv) cease doing business under any of the Marks.

14.4 Remove Identification. If Franchisee operates from a Location other than Franchisee's home, then within 30 days after termination or expiration, Franchisee shall at its own expense "de-identify" the Location so that it no longer contains the Marks, signage, or any trade dress of a WetFuel business, to the reasonable satisfaction of WetFuel Franchising. Franchisee shall comply with any reasonable instructions and procedures of WetFuel Franchising for de-identification. If Franchisee fails to do so within 30 days after this Agreement expires or is terminated, WetFuel Franchising may enter the Location to remove the Marks and de-identify the Location. In this event, WetFuel Franchising will not be charged with trespass nor be accountable or required to pay for any assets removed or altered, or for any damage caused by WetFuel Franchising.

14.5 Liquidated Damages. If WetFuel Franchising terminates this Agreement based upon Franchisee's default (or if Franchisee purports to terminate this Agreement except as permitted under Section 14.1), then within 10 days thereafter Franchisee shall pay to WetFuel Franchising a lump sum (as liquidated damages and not as a penalty) calculated as follows: (x) the average Royalty Fees and Brand Fund Contributions that Franchisee owed to WetFuel Franchising under this Agreement for the 12-month period preceding the date on which Franchisee ceased operating the Business; multiplied by (y) the lesser of (1) 24 or (2) the number of months remaining in the then-current term of this Agreement. If Franchisee had not operated the Business for at least 12 months, then (x) will equal the average Royalty Fees and Brand Fund Contributions that Franchisee owed to WetFuel Franchising during the period that Franchisee operated the Business. The "average Royalty Fees and Brand Fund Contributions that Franchisee owed to WetFuel Franchising" shall not be discounted or adjusted due to any deferred or reduced Royalty Fees and Brand Fund Contributions set forth in an addendum to this Agreement, unless this Section 14.5 is specifically amended in such addendum. Franchisee acknowledges that a precise calculation of the full extent of WetFuel Franchising's damages under these circumstances is difficult to determine and the method of calculation of such damages as set forth in this Section is reasonable. Franchisee's payment to WetFuel Franchising under this Section will be in lieu of any direct monetary damages that WetFuel Franchising may incur as a result of WetFuel Franchising's loss of Royalty Fees and Brand Fund Contributions that would have been owed to WetFuel Franchising after the date of termination; however, such payment shall be in addition to all damages and other amounts arising under Section 14.3 and Section 14.4, WetFuel Franchising's right to injunctive relief for enforcement of Article 13, and any attorneys' fees and other costs and expenses to which WetFuel Franchising is entitled under this Agreement. Except as provided in this Section, Franchisee's payment of this lump sum shall be in addition to any other right or remedy that WetFuel Franchising may have under this Agreement or otherwise.

14.6 Purchase Option. When this Agreement expires or is terminated, WetFuel Franchising will have the right (but not the obligation) to purchase any or all of the assets related to the Business. To exercise this option, WetFuel Franchising must notify Franchisee no later than 30 days after this Agreement expires or is terminated. The purchase price for all assets that WetFuel Franchising elects to purchase will be the lower of (i) the book value of such assets as declared on Franchisee's last filed tax returns or (ii) the fair market value of the assets. If the parties cannot agree on fair market value within 30 days after the exercise notice, the fair market value will be determined by an independent appraiser reasonably acceptable to both parties. The parties will equally share the cost of the appraisal. WetFuel Franchising's purchase will be of assets only (free

and clear of all liens), and the purchase will not include any liabilities of Franchisee. The purchase price for assets will not include any factor or increment for any trademark or other commercial symbol used in the business, the value of any intangible assets, or any goodwill or "going concern" value for the Business. WetFuel Franchising may withdraw its exercise of the purchase option at any time before it pays for the assets. Franchisee will sign a bill of sale for the purchased assets and any other transfer documents reasonably requested by WetFuel Franchising. If WetFuel Franchising exercises the purchase option, WetFuel Franchising may deduct from the purchase price: (a) all amounts due from Franchisee; (b) Franchisee's portion of the cost of any appraisal conducted hereunder; and (c) amounts which WetFuel Franchising paid or will pay to third parties to satisfy indebtedness owed by Franchisee to third parties. If any of the assets are subject to a lien, WetFuel Franchising may pay a portion of the purchase price directly to the lienholder to pay off such lien. WetFuel Franchising may withhold 25% of the purchase price for 90 days to ensure that all of Franchisee's taxes and other liabilities are paid. WetFuel Franchising may assign this purchase option to another party.

ARTICLE 15. TRANSFERS

15.1 By WetFuel Franchising. WetFuel Franchising may transfer or assign this Agreement, or any of its rights or obligations under this Agreement, to any person or entity, and WetFuel Franchising may undergo a change in ownership and/or control, without the consent of Franchisee.

15.2 By Franchisee. Franchisee acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee and that WetFuel Franchising entered into this Agreement in reliance on Franchisee's business skill, financial capacity, personal character, experience, and business ability. Accordingly, Franchisee shall not conduct or undergo a Transfer without providing WetFuel Franchising at least 60 days prior notice of the proposed Transfer, and without obtaining WetFuel Franchising's consent. In granting any such consent, WetFuel Franchising may impose conditions, including, without limitation, the following:

(i) WetFuel Franchising receives a transfer fee equal to **fifty percent (50%) of the then current initial franchise fee**, plus any broker fees, training costs, legal fees, administrative costs, and other out of pocket costs incurred by WetFuel Franchising in connection with the proposed transfer;

(ii) the proposed assignee and its owners have completed WetFuel Franchising's franchise application processes, meet WetFuel Franchising's then-applicable standards for new franchisees, and have been approved by WetFuel Franchising as franchisees;

(iii) the proposed assignee is not a Competitor;

(iv) the proposed assignee executes WetFuel Franchising's then-current form of franchise agreement and any related documents, which form may contain materially different provisions than this Agreement (provided, however, that the proposed assignee will not be required to pay an initial franchise fee);

(v) all owners of the proposed assignee provide a guaranty in accordance with Section 2.5;

(vi) Franchisee has paid all monetary obligations to WetFuel Franchising and its affiliates, and to any lessor, vendor, supplier, or lender to the Business, and Franchisee is not otherwise in default or breach of this Agreement or of any other obligation owed to WetFuel Franchising or its affiliates;

(vii) the proposed assignee and its owners and employees undergo such training as WetFuel Franchising may require;

(viii) Franchisee, its Owners, and the transferee and its owners execute a general release of WetFuel Franchising in a form satisfactory to WetFuel Franchising; and

(ix) the Business fully complies with all of WetFuel Franchising's most recent System Standards.

(x) Right of First Refusal. If Franchisee receives a bona fide offer from a third party to purchase the Business or any interest in the Franchise, Franchisee must first provide WetFuel Franchising written notice of the offer and a complete copy of the proposed purchase agreement and all related documents. WetFuel Franchising will have thirty (30) days after receipt of such notice to elect to purchase the Business or interest on the same terms and conditions offered by the third party. If WetFuel Franchising elects to exercise its right of first refusal, the parties will proceed to close the transaction on the same terms and conditions contained in the third party offer.

15.3 Transfer for Convenience of Ownership. If Franchisee is an individual, Franchisee may Transfer this Agreement to a corporation or limited liability company formed for the convenience of ownership after at least 15 days' notice to WetFuel Franchising, if, prior to the Transfer: (1) the transferee provides the information required by Section 2.3; (2) Franchisee provides copies of the entity's charter documents, by-laws (or operating agreement) and similar documents, if requested by WetFuel Franchising, (3) Franchisee owns all voting securities of the corporation or limited liability company, and (4) Franchisee provides a guaranty in accordance with Section 2.5.

15.4 Transfer upon Death or Incapacity. Upon the death or incapacity of Franchisee (or, if Franchisee is an entity, the Owner with the largest ownership interest in Franchisee), the executor, administrator, or personal representative of that person must Transfer the Business to a third party approved by WetFuel Franchising (or to another person who was an Owner at the time of death or incapacity of the largest Owner) within nine months after death or incapacity. Such transfer must comply with Section 15.2.

15.5 WetFuel Franchising's Right of First Refusal. Before Franchisee (or any Owner) engages in a Transfer (except under Section 15.3, or to a co-Owner, or to a spouse, sibling, or child of an Owner), WetFuel Franchising will have a right of first refusal, as set forth in this Section. Franchisee (or its Owners) shall provide to WetFuel Franchising a copy of the terms and conditions of any Transfer. For a period of 30 days from the date of WetFuel Franchising's receipt of such copy, WetFuel Franchising will have the right, exercisable by notice to Franchisee, to purchase the assets subject of the proposed Transfer for the same price and on the same terms and conditions (except that WetFuel Franchising may substitute cash for any other form of payment). If WetFuel

Franchising does not exercise its right of first refusal, Franchisee may proceed with the Transfer, subject to the other terms and conditions of this Article.

15.6 No Sublicense. Franchisee has no right to sublicense the Marks or any of Franchisee's rights under this Agreement.

15.7 No Lien on Agreement. Franchisee shall not grant a security interest in this Agreement to any person or entity. If Franchisee grants an "all assets" security interest to any lender or other secured party, Franchisee shall cause the secured party to expressly exempt this Agreement from the security interest.

ARTICLE 16. INDEMNITY

16.1 Indemnity. Franchisee shall indemnify and defend (with counsel reasonably acceptable to WetFuel Franchising) WetFuel Franchising, its parent entities, subsidiaries and affiliates, and their respective owners, directors, officers, employees, agents, successors and assignees (collectively, "Indemnitees") against all Losses in any Action by or against WetFuel Franchising and/or any Indemnitee directly or indirectly related to, or alleged to arise out of, the operation of the Business. Notwithstanding the foregoing, Franchisee shall not be obligated to indemnify an Indemnitee from Actions arising as a result of any Indemnitee's intentional misconduct or negligence. Any delay or failure by an Indemnitee to notify Franchisee of an Action shall not relieve Franchisee of its indemnity obligation except to the extent (if any) that such delay or failure materially prejudices Franchisee. Franchisee shall not settle an Action without the consent of the Indemnitee. This indemnity will continue in effect after this Agreement ends.

16.2 Assumption. An Indemnitee may elect to assume the defense of any Action subject to this indemnification and control all aspects of defending the Action (including negotiations and settlement), at Franchisee's expense. Such an undertaking shall not diminish Franchisee's obligation to indemnify the Indemnitees.

ARTICLE 17. DISPUTE RESOLUTION

17.1 Arbitration.

(a) Disputes Subject to Arbitration. Except as expressly provided in subsection (c) and (d), any controversy or claim between the parties (including any controversy or claim arising out of or relating to this Agreement or its formation, and including any question of arbitrability) shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

(b) Location. The place of arbitration shall be the city and state where WetFuel Franchising's headquarters are located.

(c) Injunctive Relief. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also

may, without waiving any remedy or right to arbitrate under this Agreement, seek from any court having jurisdiction any interim or provisional injunctive relief.

(d) Intellectual Property Claims. Either party may bring a claim involving an alleged infringement of any of WetFuel Franchising's intellectual property rights in a court authorized to hear such claims under Section 17.5 of this Agreement.

(e) Confidentiality. All documents, information, and results pertaining to any arbitration or lawsuit will be confidential, except as required by law or as required for WetFuel Franchising to comply with laws and regulations applicable to the sale of franchises.

(f) Performance During Arbitration or Litigation. Unless this Agreement has been terminated, WetFuel Franchising and Franchisee will comply with this Agreement and perform their respective obligations under this Agreement during the arbitration or litigation process.

17.2 Damages. In any controversy or claim arising out of or relating to this Agreement, each party waives any right to punitive or other monetary damages not measured by the prevailing party's actual damages, except damages expressly authorized by federal statute and damages expressly authorized by this Agreement.

17.3 Waiver of Class Actions. The parties agree that any claims will be arbitrated, litigated, or otherwise resolved on an individual basis, and waive any right to act on a class-wide basis.

17.4 Time Limitation. Any arbitration or other legal action arising from or related to this Agreement must be instituted within two years from the date such party discovers the conduct or event that forms the basis of the arbitration or other legal action. The foregoing time limit does not apply to claims (i) by one party related to non-payment under this Agreement by the other party, (ii) for indemnity under Article 16, or (iii) related to unauthorized use of Confidential Information or the Marks.

17.5 Venue Other Than Arbitration. For any legal proceeding not required to be submitted to arbitration, the parties agree that any such legal proceeding will be brought in the United States District Court where WetFuel Franchising's headquarters is then located. If there is no federal jurisdiction over the dispute, the parties agree that any such legal proceeding will be brought in the court of record of the state and county where WetFuel Franchising's headquarters is then located. Each party consents to the jurisdiction of such courts and waives any objection that it, he or she may have to the laying of venue of any proceeding in any of these courts.

17.6 Legal Costs. In any legal proceeding (including arbitration) related to this Agreement or any guaranty, the non-prevailing party shall pay the prevailing party's attorney fees, costs and other expenses of the legal proceeding. "Prevailing party" means the party, if any, which prevailed upon the central litigated issues and obtained substantial relief.

ARTICLE 18. MISCELLANEOUS

18.1 Relationship of the Parties. The parties are independent contractors, and neither is the agent, partner, joint venturer, or employee of the other. WetFuel Franchising is not a fiduciary of Franchisee. WetFuel Franchising does not control or have the right to control Franchisee or its

Business. Any required specifications and standards in this Agreement and in the System Standards exist to protect WetFuel Franchising's interest in the System and the Marks, and the goodwill established in them, and not for the purpose of establishing any control, or duty to take control, over the Business. WetFuel Franchising has no liability for Franchisee's obligations to any third party whatsoever.

18.2 No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies upon any person or entity other than Franchisee, WetFuel Franchising, and WetFuel Franchising's affiliates.

18.3 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and representations. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made by WetFuel Franchising in its franchise disclosure document.

18.4 Modification. No modification or amendment of this Agreement will be effective unless it is in writing and signed by both parties. This provision does not limit WetFuel Franchising's rights to modify the Manual or System Standards.

18.5 Consent; Waiver. No consent under this Agreement, and no waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the consent or waiver. No waiver by a party of any right will affect the party's rights as to any subsequent exercise of that right or any other right. No delay, forbearance or omission by a party to exercise any right will constitute a waiver of such right.

18.6 Cumulative Remedies. Rights and remedies under this Agreement are cumulative. No enforcement of a right or remedy precludes the enforcement of any other right or remedy.

18.7 Severability. The parties intend that (i) if any provision of this Agreement is held by an arbitrator or court to be unenforceable, then that provision be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded, and (ii) if an unenforceable provision is modified or disregarded, then the rest of this Agreement will remain in effect as written.

18.8 Governing Law. The laws of the state of Idaho (without giving effect to its principles of conflicts of law) govern all adversarial proceedings between the parties. The parties agree that any Idaho law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 18.8.

18.9 Notices. Any notice will be effective under this Agreement only if made in writing and delivered as set forth in this Section to: (A) if to Franchisee, addressed to Franchisee at the notice address set forth in the Summary Page; and (B) if to WetFuel Franchising, addressed to 2796 E Rochester Ct, Meridian, ID 83646. Any party may designate a new address for notices by giving notice of the new address pursuant to this Section. Notices will be effective upon receipt (or first rejection) and must be: (1) delivered personally; (2) sent by registered or certified U.S. mail with return receipt requested; or (3) sent via overnight courier. Notwithstanding the foregoing, WetFuel

Franchising may amend the Manual, give binding notice of changes to System Standards, and deliver notices of default by electronic mail or other electronic communication.

18.10 Holdover. If Franchisee continues operating the Business after the expiration of the term without a renewal agreement or successor franchise agreement executed by the parties in accordance with Section 3.2, then at any time thereafter (regardless of any course of dealing by the parties), WetFuel Franchising may by giving written notice to Franchisee (the "Holdover Notice") either (i) require Franchisee to cease operating the Business and comply with all post-closing obligations effective immediately upon giving notice or effective on such other date as WetFuel Franchising specifies, or (ii) bind Franchisee to a renewal term of 5 years, and deem Franchisee and its Owners to have made the general release of liability described in Section 3.2(vi).

18.11 Joint and Several Liability. If two or more people sign this Agreement as "Franchisee", each will have joint and several liability.

18.12 No Offer and Acceptance. Delivery of a draft of this Agreement to Franchisee by WetFuel Franchising does not constitute an offer. This Agreement shall not be effective unless and until it is executed by both Franchisee and WetFuel Franchising.

ARTICLE 19. CERTIFICATION OF FRANCHISOR'S COMPLIANCE

By signing this Agreement, Franchisee acknowledges the following:

(1) Franchisee understands all the information in WetFuel Franchising's Disclosure Document.

(2) Franchisee understands the success or failure of the Business will depend in large part upon Franchisee's skills, abilities and efforts and those of the persons Franchisee employs, as well as many factors beyond Franchisee's control such as weather, competition, interest rates, the economy, inflation, labor and supply costs, and the marketplace.

(3) That no person acting on WetFuel Franchising's behalf made any statement or promise regarding the costs involved in operating a WetFuel franchise that is not in the Disclosure Document or that is contrary to, or different from, the information in the Disclosure Document.

(4) That no person acting on WetFuel Franchising's behalf made any claim or representation to Franchisee, orally, visually, or in writing, that contradicted the information in the Disclosure Document.

(5) That no person acting on WetFuel Franchising's behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money Franchisee may earn, or the total amount of revenue a WetFuel franchise will generate, that is not in the Disclosure Document or that is contrary to, or different from, the information in the Disclosure Document.

(6) That no person acting on WetFuel Franchising's behalf made any statement or promise or agreement, other than those matters addressed in this Agreement, concerning advertising, marketing, media support, market penetration, training, support service, or assistance that is contrary to, or different from, the information contained in the Disclosure Document.

(7) Franchisee understands that this Agreement contains the entire agreement between WetFuel Franchising and Franchisee concerning the WetFuel franchise, which means that any oral or written statements not set out in this Agreement will not be binding. In deciding to enter into this Agreement, Franchisee is not relying on any statement, promise, claim, or representation not expressly set forth in this Agreement or in the Disclosure Document.

(8) Franchisee agrees to complete the Franchisee Disclosure Questionnaire upon executing the Franchise Agreement.

[*Signatures on next page*]

Agreed to by:

FRANCHISOR:

WETFUEL FRANCHISING, LLC

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

FRANCHISEE:

[*if an individual:*]

_____
Name: _____
Date: _____

[*if an entity:*]

_____

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

(*Check if applicable*) At the same time as the parties execute this Agreement, they are also executing a Rider to Franchise Agreement pursuant to:

_____ Illinois
_____ Indiana
_____ Maryland
_____ Minnesota
_____ New York
_____ North Dakota
_____ Rhode Island
_____ Washington
_____ Other

Attachment 1 to Franchise Agreement

OWNERSHIP INFORMATION

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

_____ *Sole Proprietorship*
_____ *Partnership*
_____ *Limited Liability Company*
_____ *Corporation*

State: _____

2. Owners. If Franchisee is a partnership, limited liability company or corporation:

Name	Shares or Percentage of Ownership

3. Officers. If Franchisee is a limited liability company or corporation:

Name	Title

Attachment 2 to Franchise Agreement

GUARANTY AND NON-COMPETE AGREEMENT

This Guaranty and Non-Compete Agreement (this "Guaranty") is executed by the undersigned person(s) (each, a "Guarantor") in favor of WetFuel Franchising, LLC, a Wyoming Limited Liability Company ("WetFuel Franchising").

Background Statement: _____ ("Franchisee") desires to enter into a Franchise Agreement with WetFuel Franchising for the franchise of a WetFuel business (the "Franchise Agreement"; capitalized terms used but not defined in this Guaranty have the meanings given in the Franchise Agreement). Guarantor owns an equity interest in Franchisee. Guarantor is executing this Guaranty in order to induce WetFuel Franchising to enter into the Franchise Agreement.

Guarantor agrees as follows:

1. Guaranty. Guarantor hereby unconditionally guarantees to WetFuel Franchising and its successors and assigns that Franchisee shall pay and perform every undertaking, agreement and covenant set forth in the Franchise Agreement and further guarantees every other liability and obligation of Franchisee to WetFuel Franchising, whether or not contained in the Franchise Agreement. Guarantor shall render any payment or performance required under the Franchise Agreement or any other agreement between Franchisee and WetFuel Franchising upon demand from WetFuel Franchising. Guarantor waives (a) acceptance and notice of acceptance by WetFuel Franchising of this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations of Franchisee; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; (d) any right Guarantor may have to require that an action be brought against Franchisee or any other person or entity as a condition of liability hereunder; (e) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of the execution of and performance under this Guaranty by the undersigned; (f) any law which requires that WetFuel Franchising make demand upon, assert claims against or collect from Franchisee or any other person or entity (including any other guarantor), foreclose any security interest, sell collateral, exhaust any remedies or take any other action against Franchisee or any other person or entity (including any other guarantor) prior to making any demand upon, collecting from or taking any action against the undersigned with respect to this Guaranty; and (g) any and all other notices and legal or equitable defenses to which Guarantor may be entitled.

2. Confidential Information. With respect to all Confidential Information Guarantor shall (a) adhere to all security procedures prescribed by WetFuel Franchising for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Business; (c) not use any such information in any other business or in any manner not specifically authorized or approved in writing by WetFuel Franchising, (d) exercise the highest degree of diligence and make every effort to maintain the confidentiality of all such information during and after the term of the Franchise Agreement, (e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information. Guarantor acknowledges that all Confidential Information is owned by

WetFuel Franchising or its affiliates (except for Confidential Information which WetFuel Franchising licenses from another person or entity). Guarantor acknowledges that all customer data generated or obtained by Guarantor is Confidential Information belonging to WetFuel Franchising. This Section will survive the termination or expiration of the Franchise Agreement indefinitely.

3. Covenants Not to Compete.

(a) Restriction - In Term. During the term of the Franchise Agreement, Guarantor shall not directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor.

(b) Restriction – Post Term. For two years after the Franchise Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer by Guarantor), Guarantor shall not directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor operating in any of Franchisee's Territory or the territory of any other WetFuel business operating on the date of termination or transfer, as applicable.

(c) Interpretation. Guarantor agrees that each of the foregoing covenants is independent of any other covenant or provision of this Guaranty or the Franchise Agreement. If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any court or arbitrator, then the parties intend that the court or arbitrator modify such restriction to the extent reasonably necessary to protect the legitimate business interests of WetFuel Franchising. Guarantor agrees that the existence of any claim it or Franchisee may have against WetFuel Franchising shall not constitute a defense to the enforcement by WetFuel Franchising of the covenants of this Section. If Guarantor fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

4. Modification. Guarantor agrees that Guarantor's liability hereunder shall not be diminished, relieved or otherwise affected by (a) any amendment of the Franchise Agreement, (b) any extension of time, credit or other indulgence which WetFuel Franchising may from time to time grant to Franchisee or to any other person or entity, or (c) the acceptance of any partial payment or performance or the compromise or release of any claims.

5. Governing Law; Dispute Resolution. This Guaranty shall be governed by and construed in accordance with the laws of the state of Idaho (without giving effect to its principles of conflicts of law). The parties agree that any Idaho law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 6. The provisions of Article 17 (Dispute Resolution) of the Franchise Agreement apply to and are incorporated into this Guaranty as if fully set forth herein. Guarantor shall pay to WetFuel Franchising all costs incurred by WetFuel Franchising (including reasonable attorney fees) in enforcing this Guaranty. If multiple Guarantors sign this Guaranty, each will have joint and several liability.

Agreed to by:

_____
Name: _____
Address: _____
_____
_____
Date: _____

_____
Name: _____
Address: _____
_____
_____
Date: _____

_____
Name: _____
Address: _____
_____
_____
Date: _____

ATTACHMENT 3 TO FRANCHISE AGREEMENT

TERRITORY AND LOCATION ACCEPTANCE LETTER

To: _____

This Territory and Location Acceptance Letter is issued by WetFuel Franchising, LLC for your WetFuel franchise in accordance with Section 6.1 of the Franchise Agreement.

1. The Location of the Business is:

   _____

2. The Territory of the Business is:

   _____

   If there are Multiple Granted Territories:

   Territory 1: _____

   Territory 2: _____

   Territory 3: _____

   Territory 4: _____

   Territory 5: _____

   Territory 6: _____

WetFuel Franchising, LLC

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

ATTACHMENT 4 TO FRANCHISE AGREEMENT

FRANCHISEE DISCLOSURE QUESTIONNAIRE

WetFuel Franchising, LLC ("we", "us", or "our") and you are preparing to enter into a franchise Agreement for the operation of a WetFuel fueling services 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 and to be certain that you understand the limitations on legal Claims you may make by reason of the purchase and operation of your franchise. Please review each of The following questions carefully and provide honest responses to each question.

This questionnaire does not apply to franchisees who intend to operate the franchised Business in the state of California. Do not complete this questionnaire or respond to any OF the questions contained in the questionnaire if you intend to operate the franchised BUSINESS in the state of California.

1. Yes ___ No ___ Have you received and personally reviewed the franchise Agreement and each attachment or schedule attached to it?

2. Yes ___ No ___ Have you received and personally reviewed the franchise Disclosure document we provided?

3. Yes ___ No ___ Did you sign a receipt for the franchise disclosure document Indicating the date you received it?

4. Yes ___ No ___ Do you understand all the information contained in the Franchise disclosure document and franchise agreement?

5. Yes ___ No ___ Have you reviewed the franchise disclosure document and Franchise agreement with a lawyer, accountant or other Professional advisor or have you had the opportunity for such Review and chosen not to engage such professionals?

6. Yes ___ No ___ Have you discussed the benefits and risks of developing and Operating a WetFuel fueling services business with an existing WetFuel fueling services franchisee?

7. Yes ___ No ___ Do you understand the risks of developing and operating a WetFuel fueling services business?

8. Yes ___ No ___ 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?

9. Yes ___ No ___ Do you understand all disputes or claims you may have arising Out of or relating to the franchise agreement must be litigated, Mediated, and/or arbitrated in Idaho, if not resolved informally or by mediation?

10. Yes ___ No ___ Do you understand that you must satisfactorily complete the Initial training course before we will allow your business to open or consent to a transfer?

11. Yes ___ No ___ 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 WetFuel fueling services business, 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?

12. Yes ___ No ___ Do you agree that no employee or other person speaking on our Behalf made any statement or promise or agreement, 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?

13. Yes ___ No ___ 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 WetFuel fueling services business 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?

14. Yes ___ No ___ 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 the WetFuel fueling services 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?

15. Yes ___ No ___ Do you understand that we are relying on your answers to this Questionnaire to ensure that the franchise sale was made in Compliance of state and federal laws? 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

Explanation of any negative response

(refer to question number)

Do not sign or date this questionnaire the same day as the receipt for the franchise DISCLOSURE document. Sign and date this questionnaire the same day you sign the Franchise agreement and pay your franchise fee.

*do not sign this questionnaire if you are a Hawaii resident, or the franchise is to be located in Hawaii.

**do not sign this questionnaire if you are a Maryland resident, or the franchise is to be Located in Maryland.

***do not sign this questionnaire if you are a Washington resident, or the franchise is to be Located in Washington.

Franchisee: _____

Signature: _____

PRINT: _____

DATE: _____

EXHIBIT C

FORM OF GENERAL RELEASE

[This is our current standard form of General Release. This document is not signed when you purchase a franchise. In circumstances such as a renewal of your franchise or as a condition of our approval of a sale of your franchise, we may require you to sign a general release.]

This General Release ("Release") is executed by the undersigned ("Releasor") in favor of WetFuel Franchising, LLC, a Wyoming Limited Liability Company ("WetFuel Franchising").

Background Statement: [describe circumstances of Release]

Releasor agrees as follows:

1. Release. Releasor (on behalf of itself and its parents, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, managers, members, partners, agents, and employees (collectively, the "Releasing Parties")) hereby releases WetFuel Franchising, its affiliates, and their respective directors, officers, shareholders, employees, and agents (collectively, the "Released Parties") from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature, known or unknown, which any Releasing Party now has or ever had against any Released Party based upon and/or arising out of events that occurred through the date hereof, including without limitation, anything arising out of the Franchise Agreement (collectively, "Claims").

To the extent Franchisor requires a Prospect or franchisee that was introduced to Franchisor through the Program to execute a release in favor of Franchisor in connection with the applicable franchise transaction, renewal, transfer, or settlement, Franchisor will use commercially reasonable efforts to include Franchise FastLane, LLC and its subsidiaries and affiliates, and their respective directors, managers, officers, representatives, employees, agents, successors, and assigns, as released parties, but only with respect to claims arising out of or relating to Franchise FastLane's role in the Program or the applicable franchise sales process.

Franchisor will not be required to include the FastLane Released Parties in any release to the extent such inclusion is prohibited by applicable law, objected to by a franchise regulator, inconsistent with Franchisor's Franchise Disclosure Document or Franchise Agreement, or unrelated to Franchise FastLane's involvement in the applicable transaction.

Any failure to include the FastLane Released Parties will not constitute a material breach unless Franchise FastLane provides written notice to Franchisor and Franchisor fails to use commercially reasonable efforts to cure the omission within ten business days after receipt of notice.

2. Covenant Not to Sue. Releasor (on behalf of all Releasing Parties) covenants not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any Released Party with respect to any Claim.

3. Representations and Acknowledgments. Releasor represents and warrants that: (i) Releasor is the sole owner of all Claims, and that no Releasing Party has assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim; (ii) Releasor has full power and authority to sign this Release; and (iii) this Release has been voluntarily and knowingly signed after Releasor has had the opportunity to consult with counsel of Releasor's choice. Releasor acknowledges that the release in Section 1 is a complete defense to any Claim.

4. Miscellaneous. If any of the provisions of this Release are held invalid for any reason, the remainder of this Release will not be affected and will remain in full force and effect. In the event of any dispute concerning this Release, the dispute resolution, governing law, and venue provisions of the Franchise Agreement shall apply. Releasor agrees to take any actions and sign any documents that WetFuel Franchising reasonably requests to effectuate the purposes of this Release. This Release contains the entire agreement of the parties concerning the subject matter hereof. This Release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Agreed to by:

_____

Name: _____

Date: _____

EXHIBIT D

FINANCIAL STATEMENTS

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

12/31/2025

Current Assets:	
Cash	$1,000
Due from Affiliate	-
Total Current Assets	$1,000
Fixed Assets	
Equipment	-
Accum Depreciation	-
Total Fixed Assets	-
Other Assets	
Intangible Assets	-
Total Assets	$1,000
Current Liabilities	
Accounts Payable	-
Due to Affiliates	$1,000
Total Liabilities	$1,000
Member’s Equity	
Member’s Equity	-
Total Equity	-
Total Liabilities and Equity	$1,000

EXHIBIT E

BRAND STANDARDS MANUAL TABLE OF CONTENTS

Manual Section	**Number of Pages**
Preface & Introduction	35
Establishing My Franchise Business	37
Personnel	48
Administrative Procedures	25
Daily Procedures	37
Selling & Marketing	22
Total Number of Pages	**204**

EXHIBIT F

CURRENT AND FORMER FRANCHISEES

Current Franchisees

Names of all current franchisees (as of the end of our last fiscal year) and the address and telephone number of each of their outlets:

None

Former Franchisees

Name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date:

None

EXHIBIT G

STATE ADDENDA TO DISCLOSURE DOCUMENT

CALIFORNIA ADDENDUM TO DISCLOSURE DOCUMENT

California Corporations Code, Section 31125 requires the franchisor to give the franchisee a disclosure document, approved by the Department of Business Oversight, prior to a solicitation of a proposed material modification of an existing franchise.

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

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www.dbo.ca.gov.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF BUSINESS OVERSIGHT NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

ALL THE OWNERS OF THE FRANCHISE WILL BE REQUIRED TO EXECUTE PERSONAL GUARANTEES. THIS REQUIREMENT PLACES THE MARITAL ASSETS OF THE SPOUSES DOMICILED IN COMMUNITY PROPERTY STATES – ARIZONA, CALIFORNIA, IDAHO, LOUISIANA, NEVADA, NEW MEXICO, TEXAS, WASHINGTON AND WISCONSIN AT RISK IF YOUR FRANCHISE FAILS.

1. The following paragraph is added to the end of Item 3 of the Disclosure Document:

   Neither franchisor nor any person or franchise broker in Item 2 of this disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in that association or exchange.

2. The following paragraph is added to the end of Item 6 of the Disclosure Document:

   With respect to the Late Fee described in Item 6, this Item is amended to disclose that the maximum rate of interest permitted under California law is 10%.

3. The following paragraphs are added at the end of Item 17 of the Disclosure Document:

   The Franchise Agreement requires franchisee to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of that law or any rule or order thereunder is void.

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

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

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

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

The Franchise Agreement requires binding arbitration. The arbitration will occur in Meridian, Idaho, with the costs being borne equally by Franchisor and Franchisee. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

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

4. The following paragraph is added at the end of Item 19 of the Disclosure Document:

The financial performance information presented above includes Gross Sales and Gross Profit figures and does not reflect operating expenses, debt service, taxes, labor, insurance, fuel costs, vehicle expenses, marketing expenses, or other costs that must be deducted to determine net income or profit. As a result, your individual financial results may differ significantly from the figures presented.

You should conduct your own independent investigation of the costs and expenses you will incur in operating a WetFuel franchised business. Franchisees and former franchisees listed in this Disclosure Document may be one source of information regarding such costs and expenses.

HAWAII ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Hawaii only, this Disclosure Document is amended as follows:

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Registered agent in the state authorized to receive service of process:

Commissioner of Securities
335 Merchant Street
Honolulu, Hawaii 96813

Registration of franchises or filings of offering circulars in other states. As of the date of filing of this Addendum in the State of Hawaii:

1. A franchise registration is effective or an offering circular is on file in the following states: _____

2. A proposed registration or filing is or will be shortly on file in the following states: _____

3. No states have refused, by order or otherwise to register these franchises.

4. No states have revoked or suspended the right to offer these franchises.

5. The proposed registration of these franchises has not been withdrawn in any state.

ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, as amended (the "Act"), this Disclosure Document is amended as follows:

Illinois law governs the agreements between the parties to this franchise.

Section 4 of the Act provides that any provision in a franchise agreement that designates jurisdiction of venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Act.

MARYLAND ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Maryland only, this Disclosure Document is amended as follows:

The following is added to Item 17:

> The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
>
> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
>
> You have the right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.
>
> The Franchise Agreement provides for termination upon bankruptcy of the franchisee. This provision may not be enforceable under federal bankruptcy law.

MINNESOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Minnesota only, this Disclosure Document is amended as follows:

- Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

- Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, which states "No action may be commenced pursuant to this Section more than three years after the cause of action accrues."

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7

DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

NEW YORK ADDENDUM TO DISCLOSURE DOCUMENT

In the State of New York only, this Disclosure Document is amended as follows:

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY ST. 21ST FLOOR, NEW YORK, NY 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise,

securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) 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 U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

However, to the extent required by applicable law, 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 regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**":

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the "Summary" section of Item 17(j), titled "**Assignment of contract by franchisor**":

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. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**": 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 to the end of Item 19:

REPRESENTATIONS REGARDING EARNINGS CAPABILITY

WETFUEL FRANCHISING, LLC DOES NOT FURNISH OR AUTHORIZE ITS SALESPERSONS TO FURNISH ANY ORAL OR WRITTEN INFORMATION CONCERNING THE ACTUAL OR POTENTIAL SALES, COSTS, INCOME OR PROFITS OF A FRANCHISE. ACTUAL RESULTS VARY FROM UNIT TO UNIT AND WETFUEL FRANCHISING, LLC CANNOT ESTIMATE THE EARNINGS OF ANY PARTICULAR FRANCHISE.

NORTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of North Dakota only, this Disclosure Document is amended as follows:

THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (NDCC SECTION 51-19-09):

1. Restrictive Covenants: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the statute.

2. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.

3. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

4. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

5. Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.

6. Waiver of Trial by Jury: Requiring North Dakota Franchises to consent to the waiver of a trial by jury.

7. Waiver of Exemplary and Punitive Damages: Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage.

8. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.

9. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

10. Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney’s fees.

RHODE ISLAND ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Rhode Island only, this Disclosure Document is amended as follows:

Item 17, summary columns for (v) and (w) are amended to add the following:

> Any provision in the franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of a state other than Rhode Island is void as to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

VIRGINIA ADDENDUM TO DISCLOSURE DOCUMENT

In the Commonwealth of Virginia only, this Disclosure Document is amended as follows:

The following statements are added to Item 17(h):

> Under Section 13.1-564 of the Virginia Retail Franchising 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 Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.
>
> Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to the franchisee under the franchise, that provision may not be enforceable.

Item 17(t) is amended to read as follows:

> Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable.

WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT

(See Exhibit H for Washington Addendum to Disclosure Document and Rider to Franchise Agreement)

EXHIBIT H

STATE ADDENDA TO FRANCHISE AGREEMENT

ILLINOIS RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between WetFuel Franchising, LLC, a Wyoming Limited Liability Company ("WetFuel Franchising") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Illinois Act" means the Illinois Franchise Disclosure Act of 1987.

2. Governing Law and Jurisdiction. Notwithstanding any provision of the Agreement to the contrary, the Agreement is governed by Illinois law. The parties irrevocably submit to the jurisdiction and venue of the federal and state courts in Illinois, except for matters which the Agreement provides will be resolved by arbitration.

3. Limitation of Claims. No action can be maintained to enforce any liability created by the Illinois Act unless brought before the expiration of 3 years from the act or transaction constituting the violation upon which it is based, the expiration of 1 year after Franchisee become aware of facts or circumstances reasonably indicating that Franchisee may have a claim for relief in respect to conduct governed by the Illinois Act, or 90 days after delivery to the Franchisee of a written notice disclosing the violation, whichever shall first expire.

4. Waivers Void. Notwithstanding any provision of the Agreement to the contrary, any condition, stipulation, or provision purporting to bind Franchisee to waive compliance with any provision of the Illinois Act or any other law of the State of Illinois is void. This Section shall not prevent Franchisee from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

5. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:	FRANCHISEE:
WETFUEL FRANCHISING, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

INDIANA RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between WetFuel Franchising, LLC, a Wyoming Limited Liability Company ("WetFuel Franchising") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Indiana Acts" means the Indiana Franchise Act and the Indiana Deceptive Franchise Practices Act.

2. Certain Provisions Modified. Any provision of the Agreement which would have any of the following effects is hereby modified to the extent required for the Agreement to be in compliance with the Indiana Acts:

(1) Requiring goods, supplies, inventories, or services to be purchased exclusively from the franchisor or sources designated by the franchisor where such goods, supplies, inventories, or services of comparable quality are available from sources other than those designated by the franchisor. However, the publication by the franchisor of a list of approved suppliers of goods, supplies, inventories, or services or the requirement that such goods, supplies, inventories, or services comply with specifications and standards prescribed by the franchisor does not constitute designation of a source nor does a reasonable right of the franchisor to disapprove a supplier constitute a designation. This subdivision does not apply to the principal goods, supplies, inventories, or services manufactured or trademarked by the franchisor.

(2) Allowing the franchisor to establish a franchisor-owned outlet engaged in a substantially identical business to that of the franchisee within the exclusive Territory or Territories granted the franchisee by the franchise agreement; or, if no exclusive Territory or Territories is designated, permitting the franchisor to compete unfairly with the franchisee within a reasonable area.

(3) Allowing substantial modification of the franchise agreement by the franchisor without the consent in writing of the franchisee.

(4) Allowing the franchisor to obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted to the franchisee.

(5) Requiring the franchisee to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability to be imposed by the Indiana Deceptive Franchise Practices Act or requiring any controversy between the franchisee and the franchisor to be referred to any person, if referral would be binding on the franchisee. This subsection (5) does not apply to arbitration before an independent arbitrator.

(6) Allowing for an increase in prices of goods provided by the franchisor which the franchisee had ordered for private retail consumers prior to the franchisee's receipt of an official price increase notification. A sales contract signed by a private retail consumer shall constitute evidence of each

order. Price changes applicable to new models of a product at the time of introduction of such new models shall not be considered a price increase. Price increases caused by conformity to a state or federal law, or the revaluation of the United States dollar in the case of foreign-made goods, are not subject to this subsection (6).

(7) Permitting unilateral termination of the franchise if such termination is without good cause or in bad faith. Good cause within the meaning of this subsection (7) includes any material violation of the franchise agreement.

(8) Permitting the franchisor to fail to renew a franchise without good cause or in bad faith. This chapter shall not prohibit a franchise agreement from providing that the agreement is not renewable upon expiration or that the agreement is renewable if the franchisee meets certain conditions specified in the agreement.

(9) Requiring a franchisee to covenant not to compete with the franchisor for a period longer than three years or in an area greater than the exclusive area granted by the franchise agreement or, in absence of such a provision in the agreement, an area of reasonable size, upon termination of or failure to renew the franchise.

(10) Limiting litigation brought for breach of the agreement in any manner whatsoever.

(11) Requiring the franchisee to participate in any (A) advertising campaign or contest; (B) promotional campaign; (C) promotional materials; or (D) display decorations or materials; at an expense to the franchisee that is indeterminate, determined by a third party, or determined by a formula, unless the franchise agreement specifies the maximum percentage of gross monthly sales or the maximum absolute sum that the franchisee may be required to pay.

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:	FRANCHISEE:
WETFUEL FRANCHISING, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MARYLAND RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between WetFuel Franchising, LLC, a Wyoming Limited Liability Company ("WetFuel Franchising") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Maryland Franchise Law" means the Maryland Franchise Registration and Disclosure Law, Business Regulation Article, §14-206, Annotated Code of Maryland.

2. Releases, Estoppels and Waivers of Liability. 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 Law.

3. Statute of Limitations. Any provision of the Agreement which provides for a period of limitations for causes of action shall not apply to causes of action under the Maryland Franchise Law, Business Regulation Article, §14-227, Annotated Code of Maryland. Franchisee must bring an action under such law within three years after the grant of the franchise.

4. Jurisdiction. Franchisee does not waive its right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.

5. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:	FRANCHISEE:
WETFUEL FRANCHISING, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MINNESOTA RIDER TO FRANCHISEAGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between WetFuel Franchising, LLC, a Wyoming Limited Liability Company ("WetFuel Franchising") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Minnesota Act" means Minnesota Statutes, Sections 80C.01 to 80C.22.

2. Amendments. The Agreement is amended to comply with the following:

- Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non- renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, and therefore the applicable provision of the Agreement is amended to state "No action may be commenced pursuant to Minnesota Statutes, Section 80C.17 more than three years after the cause of action accrues."

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:	FRANCHISEE:
WETFUEL FRANCHISING, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

NEW YORK RIDER TO FRANCHISEAGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between WetFuel Franchising, LLC, a Wyoming Limited Liability Company ("WetFuel Franchising") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Waivers Not Required. Notwithstanding any provision of the Agreement to the contrary, Franchisee is not required to assent to a release, assignment, novation, waiver or estoppel which would relieve WetFuel Franchising or any other person from any duty or liability imposed by New York General Business Law, Article 33.

3. Waivers of New York Law Deleted. Any condition, stipulation, or provision in the Agreement purporting to bind Franchisee to waive compliance by WetFuel Franchising with any provision of New York General Business Law, or any rule promulgated thereunder, is hereby deleted.

4. Governing Law. Notwithstanding any provision of the Agreement to the contrary, the New York Franchises Law shall govern any claim arising under that law.

5. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:	FRANCHISEE:
WETFUEL FRANCHISING, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

NORTH DAKOTA RIDER TO FRANCHISEAGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between WetFuel Franchising, LLC, a Wyoming Limited Liability Company ("WetFuel Franchising") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Amendments. The Agreement (and any Guaranty Agreement) is amended to comply with the following:

(1) Restrictive Covenants: Every contract by which Franchisee, any Guarantor, or any other person is restrained from exercising a lawful profession, trade, or business of any kind is subject to NDCC Section 9-08-06.

(2) Situs of Arbitration Proceedings: Franchisee and any Guarantor are not required to agree to the arbitration of disputes at a location that is remote from the site of Franchisee's business.

(3) Restrictions on Forum: Franchisee and any Guarantor are not required to consent to the jurisdiction of courts outside of North Dakota.

(4) Liquidated Damages and Termination Penalties: Franchisee is not required to consent to liquidated damages or termination penalties.

(5) Applicable Laws: The Agreement (and any Guaranty Agreement) is governed by the laws of the State of North Dakota.

(6) Waiver of Trial by Jury: Franchisee and any Guarantor do not waive a trial by jury.

(7) Waiver of Exemplary and Punitive Damages: The parties do not waive exemplary and punitive damages.

(8) General Release: Franchisee and any Guarantor are not required to sign a general release upon renewal of the Agreement.

(9) Limitation of Claims: Franchisee is not required to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

(10) Enforcement of Agreement: The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:	FRANCHISEE:
WETFUEL FRANCHISING, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

RHODE ISLAND RIDER TO FRANCHISEAGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between WetFuel Franchising, LLC, a Wyoming Limited Liability Company ("WetFuel Franchising") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Jurisdiction and Venue. Any provision of the Agreement restricting jurisdiction or venue to a forum outside the State of Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under Rhode Island Franchise Investment Act.

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:	FRANCHISEE:
WETFUEL FRANCHISING, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT
AND
RIDER TO FRANCHISEAGREEMENT

The state of Washington has a statute, RCW 19.100.180 which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

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

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitation period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

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

Agreed to by:

FRANCHISOR:	FRANCHISEE:
WETFUEL FRANCHISING, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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:

State	Effective Date

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT

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 WetFuel Franchising, 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 that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If WetFuel Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (which are listed in Exhibit A).

The name, principal business address, and telephone number of each franchise seller offering the franchise is:

Name	Principal Business Address	Telephone Number
Cory Albertson Stephen Thomas	2796 E Rochester Ct, Meridian, ID 83646	208-576-9538

Issuance Date: March 10th, 2026

I received a disclosure document that included the following Exhibits:

A. State Administrators and Agents for Service of Process
B. Franchise Agreement (with Guaranty and Non-Compete Agreement)
C. Form of General Release
D. Financial Statements
E. Brand Standards Manual Table of Contents
F. Current and Former Franchisees
G. State Addenda to Disclosure Document
H. State Addenda to Franchise Agreement

Signature: _____
Print Name: _____
Date Received: _____

Keep This Copy For Your Records

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 WetFuel Franchising, 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 that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If WetFuel Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (which are listed in Exhibit A).

The name, principal business address, and telephone number of each franchise seller offering the franchise is:

Name	Principal Business Address	Telephone Number
Cory Albertson Stephen Thomas	2796 E Rochester Ct, Meridian, ID 83646	208-576-9538

Issuance Date: March 10th, 2026

I received a disclosure document that included the following Exhibits:

A. State Administrators and Agents for Service of Process
B. Franchise Agreement (with Guaranty and Non-Compete Agreement)
C. Form of General Release
D. Financial Statements
E. Brand Standards Manual Table of Contents
F. Current and Former Franchisees
G. State Addenda to Disclosure Document
H. State Addenda to Franchise Agreement

Signature: _____
Print Name: _____
Date Received: _____

Return this copy to us.

WetFuel Franchising, LLC
2796 E Rochester Ct, Meridian, ID 83646