**WUSHILAND BOBA**
**FRANCHISE DISCLOSURE DOCUMENT**

Wushiland Franchising LLC
a Delaware limited liability company
www.wushiland-usa.com
10601 Tierrasanta Blvd., Suite G330
San Diego, California 92124
Tel: (626) 500-7035
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The franchise offered is to operate a Wushiland Boba Tea Shop, which offers gourmet tea-based beverages, yogurt and milk-based beverages and other complementary food products, and tea-related supplies, accessories and gift products. The total investment necessary to begin operation of a Wushiland Boba Tea Shop is $398,000.00 - $719,000.00. This includes $75,000.00 - $90,000.00 that must be paid to the franchisor or its affiliate(s), as applicable.

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 fourteen (14) days before you sign a binding agreement with, or making any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different format, contact Yaofeng (Leo) Liu, Chief Executive Officer, at 10601 Tierrasanta Blvd., Suite G330, San Diego, California 92124, (626) 500-7035, franchise@wushiland-usa.com.

The term of your contract will govern your franchise relationship. Don't rely on the Disclosure Document alone to understand your contract. Read all of your contracts 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 22, 2023

## How to Use This Franchise Disclosure Document

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

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

## What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

## Some States Require Registration

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

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, **Exhibit D**. 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 California. 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 California than in your own state.

2. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

3. **Financial Condition:** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

4. **Personal Guaranty:** Franchisee must sign a personal guaranty, making you and your spouse individually liable for your financial obligations under the agreement if you are married. The guaranty will place you and your spouse's marital and personal assets at risk, perhaps including your house, if your franchise fails.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" pages for your state.

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## EXHIBITS


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| | |
|---|---|
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| Exhibit I | Receipt |

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

To simplify the language in this Franchise Disclosure Document ("Disclosure Document"), "we", "us" and "our" means Wushiland Franchising LLC, the franchisor. "You" and "your" mean the person, corporation, limited liability company, partnership or other legal entity that is granted the franchise (as well as the direct and indirect owners of any corporation, limited liability company, partnership, or other legal entity that becomes a franchisee). We do not conduct any business activity other than franchising Wushiland Boba Tea Shops. Our affiliates operate company-owned tea shops under the Wushiland Boba System (as described below) in the United States and internationally and franchises tea shops similar to Wushiland Boba Tea Shops outside of the United States.

**The Franchisor and any Parents, Predecessors and Affiliates**

We are a Delaware limited liability company, formed on April 13, 2021. Our principal place of business is 10601 Tierrasanta Blvd., Suite G330, San Diego, California 92124. We do not have any predecessors. We do not conduct business under any other name. We do not offer franchises in any other line of business.

Our parent company, Flying Fish USA Inc. ("FF USA"), is a Delaware corporation formed on April 5, 2021. FF USA has the same principal place of business as we do. FF USA is owned by: (a) Federal Fishfin Inc., a Delaware corporation formed on April 14, 2021, and it has the same principal place of business as we do, (b) OO TEA Limited Company ("OO Tea Taiwan"), a company formed under the laws of Taiwan on February 5, 1997, and its principal place of business is 1F, No. 31, Alley 4, Lane 214, Dahua Road, Niaosong District, Kaohsiung City, 883, Taiwan, and (c) Leap Overseas Co. Ltd., a company formed under the laws of the Republic of Seychelles, and its principal place of business is No.13-4, Lane 582, Sec. 1, Lixian Road, Tainan City, 704 Taiwan. OO Tea Taiwan owns the Wushiland Boba Trademarks that we describe in Item 13, which OO Tea Taiwan licenses to us to use and sublicense to franchisees in the United States.

Our affiliate, Xin Lan Co., Ltd. ("Xin Lan"), is a Taiwan company form on February 5, 1997, and its principal place of business is 1F No. 31, Alley 4, Lane 214, Dahua Road, Niaosong District, Kaohsiung City, Taiwan. Xin Lan offers franchises for business offering gourmet teas, tea-based beverages, donut and other compatible food products, tea makers and related supplies, accessories and gifts in Taiwan under the brand "50lan", which is similar to the Wushiland Boba Tea Shops. As of January 2023, Xin Lan owns and franchises, directly or indirectly, approximately 200 "50lan" tea shops in Taiwan. Xin Lan may be a provider of certain products and services to you.

Our affiliate, Flying Fish MM LLC ("FF MM"), is a California limited liability company formed on April 5, 2021, and it has the same principal place of business as we do. FF MM will be a supplier of certain proprietary products to you. FF MM does not offer franchises in any line of business.

Our affiliate, Flying Fish MGT LLC ("FF MGT"), is a California limited liability company formed on November 21, 2019, and it has the same principal place of business as we do. FF MGT provides certain consultation services at your request, upon terms and conditions mutually agreed upon by you and FF MGT. FF MGT does not offer franchises in any line of business.

Our affiliate, Wushiland USA LLC ("Wushiland USA"), is a Delaware limited liability company formed on June 13, 2017. Wushiland USA has the same principal place of business as we do. Wushiland USA, through its subsidiaries, owns and operates three (3) company-owned Wushiland Boba Tea Shops in Southern California. Wushiland USA does not offer franchises in any line of business.

Our affiliate, Arasi US Inc. ("Arasi"), is a California corporation formed on February 11, 2015, and it has the same principal place of business as we do. Arasi owns and operates one (1) company-owned Wushiland Boba Tea Shop in San Diego, California. Arasi does not offer franchises in any line of business.

Our affiliate, OO Tea LA, LLC ("OO Tea LA"), is a California limited liability company formed on August 9, 2016, and it has the same principal place of business as we do. OO Tea LA owns and operates one (1) company-owned Wushiland Boba Tea Shop in Los Angeles, California. OO Tea LA does not offer franchises in any line of business.

While our affiliates operate Wushiland Boba Tea Shops, we do not operate businesses of the type that we offer as franchises. We have not in the past, nor do we currently engage in any other business activities besides administering the Wushiland Boba franchise program in the United States. We are only beginning to offer Wushiland Boba franchises as of the effective date of this Disclosure Document. We have never offered franchises in any other line of business.

**Agent for Service of Process**
Our agent for service of process in California is Mr. Yaofeng (Leo) Liu at 10601 Tierrasanta Blvd., Suite G330, San Diego, California 92124. **Exhibit C** identifies any agents we have in certain other states.

**The Business We Offer**
We possess advanced technology, management system, continuous and innovative product development, and knowledge in relation to a unique and distinctive system relating to the development and operation of "Wushiland Boba" tea shops (each, a "Tea Shop" or "Wushiland Boba Tea Shop") with unique product lines, distinctive fixtures, equipment, interior and exterior accessories, color scheme, inventory and accounting system, of which may be changed, improved, and further developed by us or our affiliates from time to time (the "Wushiland Boba System"). The distinguishing characteristics of the Wushiland Boba System include, for example, distinctive exterior and interior design, decor, color and identification schemes and furnishings; special menu items; standards, specifications and procedures for operations, manufacturing, distribution and delivery; quality of products and services offered; management programs; training and assistance; and marketing, advertising and promotional programs, all of which we may change, supplement, and further develop.

We may periodically make changes to the systems, menu, standards, and facility, signage, equipment and fixture requirements. You may have to make additional investments in the franchised business periodically during the term of the franchise if those kinds of changes are made or if your Tea Shop's equipment or facilities wear out or become obsolete, or for other reasons (for example, as may be needed to comply with a change in the system standards or code changes).

We offer franchises to qualified individuals to own and operate a single Tea Shop at a location we approve, under the terms of our standard franchise agreement (the "Franchise Agreement"). The Franchise Agreement sets out the detailed terms and conditions of the relationship. Under the Franchise Agreement, we grant our franchisees the right (and they accept the obligation) to operate one Tea Shop, selling gourmet tea-based beverages, yogurt and milk-based beverages and other complementary food products, and tea-related supplies, accessories and gift products we approve under the Wushiland Boba System. There may be instances where we have or will vary the terms to suit the circumstances of a particular transaction.

Your Tea Shop will offer products and services to the general public throughout the year and compete with other beverage and food product service business. The Tea Shop is generally not seasonal. The market for the type of products and services offered at your Tea Shop is mature and very competitive in the United States. You can expect to compete in your market with locally owned businesses as well as national and regional chains that sell similar products. The market for tea and other tea inspired beverage, and complimentary food items, as well as related products, is well-established and highly competitive. In general, tea and coffee shops compete on the basis of many factors such as price, service, location, convenience and food quality. Principal factors that will vary but will impact our brand's competitive position include, but are not limited to, name recognition (which may be stronger in some regions than in others), product quality, variety, presentation, location, and advertising. Your Tea Shop's business may also be affected by other factors, such as changes in consumer taste, economic conditions, population, and travel patterns.

Your competition may also include other outlets selling coffee, tea, and food items, grocery stores, convenience stores, and specialty coffee or tea shops. We may grant selected franchisees unique rights or franchises to operate or distribute authorized products through special distribution channels, such as airports, service plazas, universities and grocery stores. These special arrangements may involve special agreements or modifications to our standard franchise and other agreements.

**Applicable Regulations**

We are not aware of any laws or regulations specific to the industry in which the Tea Shop operates. However, you must comply with all local, state, and federal laws and regulations that apply to any business. We urge you to inquire about these laws and regulations, including health (nutrition, menu labeling), sanitation, EEOC, OSHA, discrimination, employment, data security and privacy, tax, and sexual harassment laws. You must also obtain real estate permits, licenses, and operational licenses. Federal, state and local laws and regulations also regulate businesses handling food and food products, in particular refrigerated and frozen food items, and these laws and regulations will apply to your business.

Please note that the information included in this Disclosure Document is based on the information available when we prepared this document.

## ITEM 2: BUSINESS EXPERIENCE

**<u>Chief Executive Officer</u>: Mr. Yaofeng (Leo) Liu**
Mr. Liu has served as our Chief Executive Officer since our inception in February 2021. Mr. Liu has also served as the Chairman and Chief Executive Officer of Wushiland USA since its inception in June 2017, the Chief Executive Officer of Arasi since its inception in July 2015, the Manager of OO Tea LA since its inception in August 2016, the Manager of FF MGT since its inception in November 2019, and the Manger of FF MM since its inception in April 2021. All of the foregoing companies are based in San Diego, California.

## ITEM 3: LITIGATION

No litigation is required to be disclosed in this Item.

## ITEM 4: BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

## ITEM 5: INITIAL FEES

**<u>Initial Franchise Fee</u>**
For each Tea Shop you franchise, you must pay an initial franchise fee of $35,000 (the "Initial Franchise Fee") by electronic funds transfer or other method we choose when you sign your Franchise Agreement. The Initial Franchise Fee is not refundable and must be paid in full without reduction or offset. We determine the Initial Franchise Fee in a uniform manner. However, we may choose to negotiate the amount or terms of payment of these initial fees with individual franchisees in our sole discretion depending on any factor that we feel are relevant.

**<u>Initial Franchise Fee- Conditions for Refund</u>**
We may terminate the Franchise Agreement if: (a) within 180 days following the execution of the Franchise Agreement, you have not obtained our written approval to the particular premises for your Tea Shop or (b) you have not successfully completed the Initial Training Program within the earlier of: (i) the grand opening of your Tea Shop or (ii) 12 months following the effective date of your Franchise Agreement. We may also terminate this Agreement if you fail to develop, stock, equip, open and operate the Tea Shop within 12 months following the effective date of your Franchise Agreement. If we terminate the Franchise Agreement for your failure to comply with the foregoing, we will refund all but $10,000 of the Initial Franchise Fee. You must sign our form of general release (see Exhibit E to this Disclosure Document) as a condition to obtaining the refund. No refunds are available under any other circumstances.

**<u>Initial Space Plan Fee</u>**
You must engage us to provide you with an initial space plan for your Tea Shop (the "Initial Space Plan"), unless otherwise approved by us in writing. Upon the later of: (a) your execution of the Franchise Agreement, or (b) our approval of the site of your Tea Shop, you must pay us an initial space plan fee (the "Space Plan Fee") in the amount of $5,000 to $10,000, depending on size, location and condition of the site of your Tea Shop. The Space Plan Fee is not refundable. After

we have provided you with the Initial Space Plan for your Tea Shop at the approved site, you must then, at your expense, have specific plans and specifications for construction or conversion of the site for the Tea Shop (and conforming to the Initial Space Plan, local ordinances and building codes, as well as obtaining the necessary permits) prepared by a licensed architect. Before you may begin construction, these plans and specifications must be approved by us in writing. We must approve any changes made during construction in writing.

No fee, including the Space Plan Fee, will be collected and no Franchise Agreement will be executed until after the Franchise Disclosure Document is received and 14 days have passed.

**Initial Inventory**

You must purchase tea leaves, premix, prepacked items and packaging materials from our affiliate, FF MM, as part of your initial inventory, as well as uniforms and other proprietary items. The amount of this portion of your initial inventory purchased prior to opening is $25,000 to $35,000. This amount is not refundable. In addition, prior to your initial purchase with FF MM, you will be required to pay FF MM a security deposit in the amount of $10,000.00. Upon the expiration or earlier termination of your Franchise Agreement, any remaining amount of security deposit will be refunded to you by FF MM.

## ITEM 6: OTHER FEES

| Type of fee (note 1) | Amount | Due Date | Remarks |
|---|---|---|---|
| Royalty Fees | 5.5% of the Gross Monthly Sales | The royalty fee for the previous month is payable before the 15th of the next month | "Gross Monthly Sales" means the aggregate amount of all sales of our products, food, beverages and other merchandise and products approved by us and sold and services rendered at your Tea Shop per month but excluding: (a) value-added, sales or service taxes collected from customers and paid to the applicable governmental taxing authority; and (b) all customer refunds and adjustments and promotional discounts, including senior citizens discounts. You must make these Royalty Fee payments in the manner we instruct, including by pre-authorized electronic debit. |
| Initial Training Program for Additional Personnel | $3,000 per additional person | On demand | These fees apply ONLY IF more than 4 people attend the Initial Training Program or if a new Tea Shop manager/personnel |

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| | | | has to attend the program or in a transfer situation. We may require transferees of an existing Tea Shop attend and pay the then-current fee for initial training. Any initial training fees assessed are in addition to any other fees or expenses which you are responsible. |
| Post Opening Consultation Fees (note 2) | $500 per trainer per day, plus related expenses such as transportation, meals, three stars or above hotel accommodation of the trainer(s) and other reasonable costs. | On demand | These fees apply ONLY IF the franchisee requests additional consultation after the completion of the initial training program. In the event that you request additional consultation service, you will discuss and schedule with us or FF MGT in advance. |
| Optional On-Site Consultation (note 2) | $75 per hour per consultant, plus related expenses such as transportation, meals, three stars or above hotel accommodation of the trainer(s) and other reasonable costs. | On demand | We or FF MGT may, but are not obligated, to provide you this assistance if you request it. |
| Business Consulting Services | $200 per hour per consultant (or as mutually agreed upon), plus related expenses such as transportation, meals, three stars or above hotel accommodation of the trainer(s) and other reasonable costs. | On demand | These fees apply ONLY IF the franchisee requests business consulting services. In the event that you request additional business consulting services, you will discuss and schedule with us (or FF MGT) in advance. |
| Renewal Fee | $10,000 | Prior to granting franchise renewal | If the Franchise Agreement is renewed, you must pay us this fee. |
| Audit Costs | Varies | On demand | We can inspect and/or audit the books and records of your Tea Shop. If the audit reveals an underpayment or understatement, then you must |

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| | | | reimburse us for the cost of the audit. |
| Testing Costs | Varies | On demand | You must reimburse us for any costs we incur in testing or evaluating any product, service or supplier you propose. |
| Late Payment Fee and Interest (note 3) | Late payment fee in the amount equal to 5% of the unpaid amount, plus interest at the lower of 1.5% per month or the highest rate permitted by law. | On demand | We can change these fees without notice. They apply if you fail to pay us on time. |
| Liquidated Damages – Failure to Wear Uniforms | $100 per day | On demand | If any of your personnel at your Tea Shop does not wear our required uniform, you must pay us this fee, subject to applicable laws. |
| Liquidated Damages- Sale of Unauthorized Products | $500 per day | On demand | If you offer to sell or do sell products or services which do not meet our specifications, standards, and requirements or if you do not purchase these items from our approved suppliers, you must pay us this fee, subject to applicable laws. |
| Liquidated Damages- Breach of Non-Compete or Confidentiality Obligations | $10,000 | On demand | If you breach your non-compete or confidentiality obligations as provided in the Franchise Agreement, you must pay us this fee, subject to applicable laws. |
| Transfer Fees | $20,000 | At the time of transfer | If you sell or transfer your business, either you or the assignee must pay us this fee. |
| Cost and Attorney Fees | Will vary under circumstances | On demand | If you default under the Franchise Agreement, you must reimburse us for the expenses we incur (such as attorney fees) in enforcing and/or terminating the Franchise Agreement. |
| Indemnification | Unknown | On demand | You must indemnify us for the costs and damages we incur in for any claims that arise from your Tea Shop's operation. |

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| Tax Payments | Unknown | On demand | You reimburse us for any gross receipt taxes, sales taxes, use taxes, personal property taxes or any other tax we pay on your behalf or incur because of payment you made to us or money you are paid. You also pay withholding tax if required under applicable law. |
| Required Tea Shop Update Expenses (note 4) | Uncertain | As incurred | You must bring your Tea Shop up to new Wushiland Boba Tea Shop design and facility standards with a total update once each term and as a condition to any renewal term. |

Notes:

1. All fees as described in Item 6 are non-refundable, imposed by and are paid to us. Except as otherwise indicated in the preceding chart, we impose all fees and expenses listed and they must be paid in full. Except as specifically stated above, fees may be adjusted based on changes in market conditions, our cost of providing services and future policy changes. At the present time we have no plans to adjust fees schedule over which we have control.
2. The fee represents our cost of providing the consulting services, including our administrative costs of making personnel available for such purposes, and the cost of materials.
3. The highest interest rate allowed by law in California for late payment is 10% annually.
4. In addition to a Tea Shop update, you must, at your own expense keep the condition and appearance of the interior and exterior of your Tea Shop and your Tea Shop assets clean, in good repair and consistent with our quality standards and Wushiland Boba System on any ongoing basis. You must replace all worn, obsolete or unrepairable assets with those meeting any then current standards of the Wushiland Boba System.

## ITEM 7: ESTIMATED INITIAL INVESTMENT

| Type of Expenditure (note 1) | Estimated Amount or Estimated Low-High Range (US$) | When Due | Method of Payment | Refundable | To Whom Payment is to be Made |
|---|---|---|---|---|---|
| Initial Franchise Fee | $35,000 | Upon the signing of the Franchise Agreement | As arranged | No (note 2) | Us |
| Space Plan Fee | $5,000 - $10,000 | Upon the later of signing of Franchise Agreement or our approval of the site of your Tea Shop | As arranged | No | Us |
| Related Costs for Initial Training (note 3) | $3,000 - $5,000 | Before opening | As arranged | No | Us and/or Third Party |
| Equipment | $50,000 - $100,000 | As incurred | As arranged | No | Third party |
| Rent for the Tea Shop (note 4) | $5,000 - $10,000 | As specified in lease | As arranged | No | Third party |
| Renovation (note 5) | $200,000 - $400,000 | As incurred | Before opening, as arranged | No | Third party |
| Signage(s) | $10,000 - $20,000 | As incurred | Before opening, as arranged | No | Third Party |
| Opening Inventory (note 6) | $25,000 - $35,000 | As incurred | Before opening, as arranged | No | FF MM and Third Party |
| Security Deposit for Purchases of Inventory (7) | $10,000 | Prior to first purchase from FF MM | As arranged | Yes (7) | FF MM |
| Licenses, Permits, Fees and Security Deposits (note 8) | $5,000 - $15,000 | As incurred | Before opening, as arranged | No | Third party |
| Point of Sale System and Computer (note 9) | $4,000 | As incurred | Before opening, as arranged | No | Third party |

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| Insurance (note 10) | $10,000 - $12,000 (annual premium) | As incurred | Before opening, as arranged | No | Third party |
| Legal and Accounting Costs (note 11) | $3,000 - $8,000 | As incurred | As arranged | No | Third Party |
| Grand Opening Advertisement (note 12) | $3,000 - $5,000 | As incurred | Before Opening | No | Third party |
| Additional Funds – 3 Months (note 13) | $30,000 – $50,000 | As incurred | As arranged | No | Third Party |
| **Total Cost** | **$398,000 - $719,000** | | | | |

Notes:

1. Your initial investment for a new Tea Shop depends primarily upon: (1) size; (2) configuration; (3) location; (4) who develops the real estate for and/or constructs them; and/or (5) the amount and terms of financing. The initial funds required must be reevaluated since most costs are not within our control and may change at frequent intervals. These figures are estimates only and we cannot and do not guarantee that your costs will fall within the stated ranges. These estimated ranges are based on our experience and information provided by non-US franchisees of our affiliated entities and our California company-owned Tea Shops. Costs are constantly changing, and your costs may be higher. You should perform due diligence to investigate all potential costs before proceeding.
2. We may terminate the Franchise Agreement if: (a) within 180 days following the execution of the Franchise Agreement, you have not obtained our written approval to the particular premises for your Tea Shop or (b) you have not successfully completed the Initial Training Program within the earlier of: (i) the grand opening of your Tea Shop or (ii) 12 months following the effective date of your Franchise Agreement. We may also terminate this Agreement if you fail to develop, stock, equip, open and operate the Tea Shop within 12 months following the effective date of your Franchise Agreement. If we terminate the Franchise Agreement for your failure to comply with the foregoing, we will refund all but $10,000 of the Initial Franchise Fee. You must sign our form of general release (see Exhibit E to this Disclosure Document) as a condition to obtaining the refund. No refunds are available under any other circumstances.
3. During the period of the Tea Shop opening under the Franchise Agreement, we will provide the initial training program for you and your employee (up to 4 total persons) at no cost. However, if any portion of the initial training will take place at your Tea Shop, you will be responsible for our technical personnel's or consultant's reasonable local accommodations. Please note that the initial training will usually take approximately one to two (1~2) months and you must provide at least two (2) of your personnel to attend the training. You must also pay for all of you and your employees' reasonable accommodations and related travel expenses. If more than 4 people attend the training, the costs will increase by $3,000 for each additional person. There may also be additional training time needed to achieve

required competency levels. The amount of time required to undergo training is the reflection of the individual's ability to personally demonstrate the competencies. Any wages or salaries that you may pay trainees while they attend training are not included in these estimates. You must also maintain worker's compensation insurance coverage for trainees under your employment.

4. Depending on the structure of your lease, rental costs vary considerably according to the type of Tea Shop, real estate values in your area, financing rate (leasehold or ownership), location, and size of the site as well as regulatory requirements. Other factors that typically affect your rental costs include your cost to negotiate your lease (or buy the property), fair market lease values and lease terms in your area, how the costs to renovate or develop the land, building and other site improvements are allocated between landlord and tenant and interest costs, among others. Lease terms are individually negotiated and may vary materially from one location or transaction to another. Commercial leases are typically "triple net" leases, requiring you to pay rent, all taxes, insurance, maintenance, repairs, common area maintenance costs, merchants' association fees and all other costs associated with the property. You may also have to pay percentage rent. If your Tea Shop does not have adequate storage space, you may need to rent additional storage or warehouse space. The estimate amounts provided is for a 1,000 to 2,000 square feet Tea Shop.
5. This range estimates certain build out expenses (including architectural and engineering fees) associated with a 1,000 to 2,000 square foot "Vanilla Box" space, which generally involves a space with a cement floor, unpainted, plain walls, basic plumbing and electrical outlets/lighting, restroom(s) as required by local law, ADA compliance, finished ceiling, heating/AC and ventilation. The range includes permit costs, internal partition build-out costs, costs relating to the purchase and installation of the minimum number and types of equipment, fixtures, counters, menu board, tables/chairs, and cabinets required to build out your Tea Shop according to our current standards and specifications. These estimates do not include extraordinary costs due to extensive redesigning, permit fees, variances, environmental issues, legal obstacles, etc.
6. Before opening a Tea Shop, you must purchase an initial inventory consisting of products from suppliers approved by us. The assortment and number of these items will be based upon the size and configuration of your Tea Shop. The estimated cost for the opening inventory of these products varies from location to location depending on seasons and the storage capacity of the Tea Shop. Your initial inventory of merchandise and supplies needed for the operation of the Tea Shop will include raw ingredients and products for resale, containers and other paper, plastic or similar goods, maintenance and cleaning materials, office supplies and miscellaneous materials and supplies.
7. Before you make your first purchase of your initial inventory from FF MM, you will be required to pay a security deposit. Upon the expiration or earlier termination of your Franchise Agreement, any unused portion of the security deposit will be refunded to you.
8. You must get all required licenses, permits and certificates to build out and operate your Tea Shop. You and your staff also are required to obtain food handler certifications from a provider that we approve. Certain vendors (such as your utilities provider) may also require you to pay security deposits.
9. The price reflects our required equipment configurations and solution costs, site preparation and installation for one point of sale system. We do not recommend more than one set of POS System unless the size and configuration of the Tea Shop requires it. We

may also require you to purchase, maintain and upgrade computer hardware, software and other technology tools as we choose throughout the term of your Franchise Agreement.

10. You must provide commercial general liability coverage in accordance with our published standards (subject to change) and maintain other insurance in accordance with state law requirements. Some property owners may require higher levels of commercial general liability insurance or other insurance coverage under their leases. Your premium may be higher based upon your risk profile. You should discuss with your insurance carrier/agent whether or not these costs need to be paid in full before opening or whether they can be budgeted. Failure to maintain such insurance may result in loss of your franchise and additional financial obligations.
11. We encourage you to consult with independent professional advisors like a lawyer and a CPA concerning the operation of your Tea Shop, permitting and regulatory requirements and business formation/taxation matters.
12. At least 60 days prior to the grand opening on your Tea Shop, you must present to us, for our approval, your grand opening advertising plan.
13. Additional Funds is an estimate of the funds needed to cover business expenses during the first three (3) months of operating the Tea Shop. It includes estimated cost of sales and operating expenses incurred during the initial three (3) months (such as payroll, utilities, taxes and other expenses), although your actual cost may be higher. The Additional Funds exclude owner's salary/draw, non-Tea Shop management expenses, and the purchase of the Tea Shop's opening inventory. Cash flow from your operations may not be adequate to cover operating and other costs during the initial phase of business. Your cost will depend on factors such as how much you follow our recommended method and procedures, your management, marketing and general business skills, local economic conditions, the local market for the products and services, competition, local cost factors and the sales level achieved by you. There is no guarantee that the amounts specified are adequate or that additional investment by you is not necessary during the three (3) months of initial operation or afterwards.

Other than what is disclosed in this Disclosure Document, we do not authorize our salespersons or any other persons or entities to furnish estimates or otherwise as to the capital or other reserve fund necessary to reach "break-even" or any other financial position nor should you rely on any such estimates. We recommend that, in addition to the expenses and additional funds shown, you have sufficient personal savings and/or income so that you are self-sufficient and need not to draw funds from the Tea Shop to support your living and other expenses during the initial start-up phase.

We do not offer financing for any of the aforementioned costs. Tea Shops may vary from one another in many respects. Please also note that the data included in this Disclosure Document is based on the information available when this document was prepared.

We do not offer financing for any portion of your Estimated Initial Investment.

## ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

**Required Purchases**

You must conform to our high standards of consistency, quality, safety, cleanliness, appearance and service. Accordingly, you must operate your Tea Shop according to these standards and use/sell our approved products and services, equipment, fixtures and materials, as we require.

**Required and Approved Suppliers**

All products, including food supplies, utensils, cups, equipment and materials and services from your Tea Shop must meet our specifications, standards, and requirements. Your products must be sourced from suppliers that we approve (including manufacturers, distributors and other providers of goods and services).

Our affiliates, FF MM, is an approved supplier for certain proprietary products (including products or items bearing the Wushiland Boba Trademarks). FF MM is not the only approved supplier for the products and equipment that you will need to operate the Tea Shop. You can expect that the items purchased from approved suppliers in accordance with our specifications represent over 95% of the total purchases for establishing and operating the franchised business. Suppliers are required to share shipping, distribution and all other information with us, and you will be required to cooperate.

**Approval of Alternative Suppliers**

You may also suggest suppliers, but please note that every supplier must demonstrate, based on our judgment, that it meets all specifications, standards, and requirements and has adequate capacity to supply our franchisees' quantity and delivery needs, which may mean, among other things, the ability to supply all franchisees in the Wushiland Boba System. Before approving any supplier, we may take into consideration: (a) consistency of products and/or name brands in (and between) our Wushiland Boba System, (b) economies of scale achieved by larger volumes, and (c) certain other benefits that a particular supplier may offer, such as new product development capability. When approving a supplier, we take into consideration the Wushiland Boba System as a whole, which means that certain franchisees may pay higher prices than they could receive from another supplier that is not approved. We reserve the right to withhold approval of a supplier at our discretion. A list of approved suppliers is available on request.

Our criteria for approving alternative suppliers are not available to you or your proposed suppliers. You and/or the supplier may request approval by submitting the request to us in writing. We may require that samples from the supplier be delivered to us or to a designated independent testing laboratory for testing prior to approval and use. All requests will be reviewed in accordance with our then-current procedures, and we will take into consideration our available resources, which may affect the timing of our response. The supplier must meet our then-current specifications, standards and requirements, which may include signing a non-disclosure agreement and a guarantee of performance. We may change our specifications, standards and requirements at any time. There is no limit on our right to do so. If the supplier that you propose is initially approved or rejected, we will notify you and the supplier within thirty (30) to sixty (60) days depending on the nature of the products or services. We may withdraw our approval at any time if the supplier's performance does not meet our criteria, we change our specifications, standards or requirements or other reasons. You or the supplier will be required to reimburse us for all costs that we incur in the testing and approval process whether the supplier is approved or not.

We may limit the number of potential suppliers that we consider for approval and for some categories of products we will designate a third party or ourselves as an exclusive supplier. We may designate exclusive suppliers for some categories of products or services including purchasing, distribution, fountain and packaged beverage products, point of sale equipment, integrated point of sale back office, help desk support, and high-speed internet access. Currently, you will have to purchase proprietary teas from our designated suppliers.

**Revenue from Franchisee Purchases**
The Franchisor does not hold any interest in any supplier. Certain officer for Franchisor does have ownership interests in our affiliate, FF MM and FF MGT, who are approved suppliers of certain goods and services. Since we currently do not have any franchisees that have opened for business, FF MM and FF MGT have not derived any revenue from the sale of products or services to franchisees in the United States. It is anticipated that FF MM will sell products at a price that includes a reasonable markup and FF MGT will provide services at a price that includes a reasonable markup.

**Other Requirements**
You must obtain and maintain, at your own expense, the insurance coverage that we periodically require and satisfy other insurance-related obligations as provided in the Franchise Agreement. You must provide commercial general liability coverage with minimum limits in the amount of $1,000,000 per occurrence. Premium depends on the insurance carrier's charges, terms of payment, and your history. All insurance policies must name us as an additional insured party.

Before you use advertising materials, you must send us for review samples of all advertising, promotional, and marketing materials that we have not prepared or previously approved. If you do not receive written disapproval within thirty (30) days after we receive the materials, they are deemed to be rejected. You may not use any advertising, promotional, or marketing materials that we have not approved.

We must approve your proposed location. We must receive and review a proposed lease or purchase agreement in form for execution. We will use commercially reasonable effort to inform you of our approval or disapproval within a reasonable time after our receipt of the proposed lease or purchase agreement.

We require you to have a sufficient workstation (a computer, monitor, and printer) that can operate reasonable version of Microsoft Word and Excel and is capable of accessing the Internet. Please refer to Item 11 for further details.

**Cooperatives**
There are currently no purchasing or distribution cooperatives. We may negotiate purchase arrangements (including price terms) with suppliers for the benefit of the Wushiland Boba System. We do not provide material benefits to you (for example, renewal or granting additional franchises) based on your purchase of particular products or services or use of particular supplier.

**Negotiated Prices**

We do not negotiate purchase arrangements with suppliers, including price terms, for the benefit of the franchisees.

**Material Benefits**
We do not provide you with any material benefit, such as the grant of an additional franchise or a renewal franchise, based on your purchases from approved suppliers. However, failure to purchase from approved suppliers is a default under the Franchise Agreement and, in general, any franchisee in default would not be awarded a successor or additional franchise and might even be subject to termination.

## ITEM 9: FRANCHISEE'S OBLIGATIONS

**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 | Article in Franchise Agreement | Disclosure Document Item |
|---|---|---|
| a. Site selection and acquisition/lease | Article 2 | Items 1, 11 & 12 |
| b. Pre-opening purchase/lease | Articles 2, 6, 10 | Items 1, 6, 7, & 11 |
| c. Site development and other pre-opening requirements | Articles 1, 2, 5, 6, 9, & 10 | Items 1, 6, 7, & 11 |
| d. Initial and ongoing training | Article 5 | Items 5 & 11 |
| e. Opening | Articles 1, 5 & 6 | Item 11 |
| f. Fees | Articles 3, 4 & 5 | Items 5 & 6 |
| g. Compliance with standards and policies/Operations Manual | Articles 1, 2, 6, 8 & 10 | Item 11 |
| h. Trademarks and Proprietary information | Articles 1, 7 & 8 | Items 13 & 14 |
| i. Restrictions products/services offered | Articles 1, 6 & 8 | Item 16 |
| j. Warranty and customer service requirement | Article 6 | Item 11 |
| k. Territorial development and sales quotas | Articles 1 & 2 | Items 1 & 12 |
| l. Ongoing product/service purchases | Articles 6 & 8 | Item 8 |
| m. Maintenance, appearance and remodeling requirements | Articles 1 & 6 | Item 11 |
| n. Insurance | Article 10 | Items 7 & 8 |
| o. Advertising | Articles 1 & 4 | Items 6 & 11 |
| p. Indemnification | Article 11 | Item 6 |
| q. Owner's participation/management/staffing | Articles 1 & 6 | Items 11 & 15 |
| r. Records and reports | Article 9 | Item 6 |

| | | |
|---|---|---|
| s. Inspections and audits | Articles 6 & 9 | Items 6 & 11 |
| t. Transfer | Articles 14 | Item 17 |
| u. Renewal | Article 13 | Item 17 |
| v. Post-termination obligations | Articles 3, 7, 15, 16, & 17 | Item 17 |
| w. Non-competition covenants | Article 15 | Item 17 |
| x. Dispute resolution | Articles 18 | Item 17 |
| y. Other | Not applicable | Not applicable |

## ITEM 10: FINANCING

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

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

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

**Pre-Opening Obligations**

1. We do not find the location of your Tea Shop for you. You will need to find your own location(s) and negotiate your own real estate interest. If you are developing a new Tea Shop, we will approve the location if it meets our standards. It is important to know that our written approval of a location is not and should not be a guarantee of success at that location. Many factors, some known and some unknown, may impact the success of a particular location. If you fail to (a) identify and propose the Site for our review and approval within 180 days from the execution of the Franchise Agreement, or (b) open your Tea Shop within 12 months following the execution of the Franchise Agreement, we reserve the right to terminate the Franchise Agreement. You must conform the premises to all codes and ordinances and obtain all required permits. You must construct or remodel the location to our standards and subject to our written approval. (See Articles 1 & 2 of the Franchise Agreement).
2. Within a reasonable time after you have paid the Space Plan Fee, we will provide you with an Initial Space Plan. After we have provided you with the Initial Space Plan for your Tea Shop at the approved site, you must then, at your expense, have specific plans and specifications for construction or conversion of the site for the Tea Shop (and conforming to local ordinances and building codes, as well as obtaining the necessary permits) prepared by a licensed architect. Before you may begin construction, these plans and specifications must be approved by us in writing. We must approve any changes made during construction in writing. (See Article 2 of the Franchise Agreement).
3. If you are opening a new Tea Shop, we will make an initial training program available to you and/or your designated representative(s). If you are purchasing an existing Tea Shop or need to have additional individuals attend training, you will pay an additional fee. You (and/or your designated representative(s)) must successfully and timely complete the training program in order to become (or remain) a franchisee. (See Article 5 of the Franchise Agreement).

4. Advertising and promotional materials for use in the pre-opening promotion of the Tea Shop. (See Articles 1 & 4 of the Franchise Agreement).
5. We will provide you with a copy of our Operations Manual concerning techniques of managing and operating the Tea Shop. (See Articles 1, 6 & 12 of the Franchise Agreement).
6. We will provide advice regarding authorized suppliers of equipment and materials used, and inventory offered for sale, in connection with the Tea Shop. (See Articles 1, 6, 8 & 12 of the Franchise Agreement).
7. We will make available for purchase by you, directly from our affiliates or through other authorized suppliers, the equipment, products, materials and inventory required by you to establish and operate the Tea Shop in accordance with the Franchise Agreement. Specifically, we will provide you with specification and details requirements of all necessary equipment, signs, fixtures, opening inventory, and supplies. For advertising print and marketing materials (such as signs and menus), we will provide you with templates, and you will need to locate local printers. For equipment and certain key ingredients and raw materials, we will only provide the names of approved suppliers. For items such as furniture and fixture, we will provide you with specification and requirement for your conformation. We will not deliver or installs these items. (See Article 8 of the Franchise Agreement).

**Post-Opening Obligations**

The following are our obligations during the operation of the franchise business:

1. We will maintain a continuing advisory relationship with you, providing such assistance as we deem appropriate regarding the development and operation of the Tea Shops. (See Article 12 of the Franchise Agreement).
2. We will provide you with standards for the location, physical characteristics and operating systems of Tea Shops; the products that are sold; the qualifications of suppliers; the qualifications, organization and training of franchisees and their personnel; the marketing of products and our brand; and all other things affecting the experience of consumers who patronize our Wushiland Boba System. We make those standards available to you in our Operations Manual and in other forms of communication, which we may update from time to time. (See Article 1, 6 & 12 of the Franchise Agreement).
3. We shall continue our efforts to maintain high and uniform standards of quality, cleanliness, appearance and service at all Tea Shops. (See Article 12 of the Franchise Agreement).
4. We will review advertising and promotional materials that you propose to use locally and provide you with electronic copy of suggested templates for promotional materials. (See Article 4 of the Franchise Agreement).
5. We will update the Operations Manual, including new developments and improvements in equipment, food products, packaging and preparation. (See Article 12 of the Franchise Agreement).
6. We will provide post-initial training assistance at the Tea Shop per your request and at a rate of $75 per hour per consultant. (See Article 5 of the Franchise Agreement).

Please note that it usually takes six to twelve months between (i) the signing of the Franchise Agreement and (ii) the opening of the Tea Shop. The reason may be due to factors such as the availability of a site, financing, building permits, zoning and local ordinances.

**Advertising Expenditures**

You must spend reasonable amount on advertising for your Tea Shop in local advertising at your expense, and we estimate that an approximately 0.5% - 2.0% of the gross monthly sales of your Tea Shop would be reasonable. The amount is not paid to us, but rather is spent by you. You may use your own local advertising, including directory advertising, newspaper ads, flyers, brochures, coupons, direct mail pieces, specialty and novelty items and radio and television advertising. All advertising must comply with our brand guidelines and obtain our prior written approval of all your local advertising and promotional plans and all materials you would like to use, and it will be at your expense.

We do not currently have a franchisee advertising council that advises us on advertising policies, though we reserve the right to establish such a council in the future. There are no local or regional advertising cooperatives in which you are required to participate. There are also no advertising or marketing fund to which you are required to contribute.

You have the right to determine your Tea Shop's retail prices, although we have the right (but not the obligation) to establish minimum and maximum prices to the extent permitted under applicable law. We also may recommend pricing. You must also participate in any promotional pricing established by us. These requirements may reduce your anticipated revenue and profit.

**Computer and POS System**

We require you to have a sufficient workstation (a computer, monitor, and printer) that meets our minimum standards that can operate Microsoft Word and Excel and is capable of accessing the Internet. This workstation may also be used for any other software that you use to manage your business. We estimate the cost of purchasing the computer workstation to be $1,000. We do not have any obligation for maintenance, repairs, updates and upgrades of your computerized system.

You are required to use our approved point of sale/back-office system ("POS System"). You must purchase at least one POS System meeting our specifications from our designated supplier, TCPOS (www.tcposusa.com). The POS System is used for cash control, payment processing (i.e., credit cards and debit cards), order processing and sales tax accounting purchases. The POS System will store information concerning your sales, accounting and other operations and is capable of generating sales reports (e.g., sales by period and/or sales by product). The cost of purchasing this POS System is estimated to be $3,000), depending on optional upgrades, some of which may become mandatory at our discretion. We may require you to upgrade or update your computer hardware or software or POS System during the term of the Franchise Agreement. There are no contractual limitations on the frequency or cost of this obligation. You are also required to subscribe to any loyalty rewards program, gift card service, mobile orders and other similar modules that we require on our written notice and/or as required by the software and hardware manufacturers to maintain or operate the system. The approximate fee for such subscriptions is $350 per month.

We have the right under the Franchise Agreement to have independent access to all the information generated or stored in your POS System. There are no limitations in the Franchise Agreement as to when we may access your POS System or what information we may access when we do.

**Operations Manual**

We will provide to you a copy of the Tea Shop operations management manual(s) for each Wushiland Boba System that you are franchised to operate (together with any other written instructions provided by us to you, the "Operations Manual"). The Operations Manual contains mandatory and suggested standards, operating procedures and rules that we prescribe for the Wushiland Boba System. The Operations Manual is confidential, copyrighted and are not to be reproduced or distributed to any unauthorized person. We can change the terms of, and add to, the Operations Manual whenever we believe it is appropriate.

**Site and Lease Approval**
For new Tea Shops, the site of the Tea Shop must be approved by us. Factors affecting our decision generally include location, occupancy costs, proximity to major retail activity, traffic volume and speed, density of nearby population (resident or daytime), competition and potential for encroachment on other Tea Shops, site configuration, parking, accessibility, visibility, signage permitted by the landlord and local governmental authorities and other factors. Each site is considered individually, as no two sites are the same. Factors other than those listed above may be considered in evaluating a particular site. We do not guarantee that any site will be successful.

If you submit a site for our approval, you must provide us with all required information about the site. If you fail to identify and propose the site for our review and approval within 180 days from the execution of the Franchise Agreement, we reserve the right to terminate the Franchise Agreement immediately without further notice, and all but $10,000 of the Initial Franchise Fee will be forfeited (your refund of any portion of the Initial Franchise Fee is conditioned on you signing our form of general release). You must provide a copy of the lease for our record. You may not begin any construction on a site until we have approved it. We do not pay "finders' fees" for sites. We also do not own or take a lease on a premise and then lease it to our franchisees. We are not required to provide you with assistance in negotiating the purchase or lease of the site, but we may do so in some cases.

All sites must be approved by us and must be developed by you in accordance with our requirements. You cannot develop a site until we approve it. We will not reimburse you for any costs you incur with respect to any location that you submit to us for approval. While we try to promptly review nominated sites, there is no specified time period in which we must respond to your approval request.

Unless otherwise approved by us in writing, you must engage us to provide you with the Initial Space Plan for the site of your Tea Shop. You must pay us the Space Plan Fee in the amount of $5,000 to $10,000 (depending on size, location and condition of the site of your Tea Shop) upon the later of: (a) your execution of the Franchise Agreement, or (b) our approval of the site of your Tea Shop, you must pay us the Space Plan Fee.

If you will construct or renovate your Tea Shop, we will provide you with certain standards and specifications for the improvements, furnishings, fixtures and decor of the type of Tea Shop approved for your site, including as set forth in the Initial Space Plan, if applicable. You must then, at your expense, have specific plans and specifications for construction or conversion of the space for the Tea Shop (and conforming to the Initial Space Plan, local ordinances and building codes, as well as obtaining the necessary permits) prepared by a licensed architect. Before you may begin construction, these plans and specifications must be approved by us in writing. We must approve any changes made during construction in writing. All construction will be at your sole expense.

You must ensure, prior to the opening of the Tea Shop, that the Tea Shop is accessible to and usable by persons with disabilities and meets any and all standards for accessibility under federal, state or local law.

**Hiring and Training**

We do not provide any assistance in hiring your employees. The mandatory training is offered and held only once per franchisee and it includes a one to two months training session at our designated training facility in Southern California, Texas or Taiwan, scheduled in accordance with both parties' convenience and availability, as long as it is completed prior to the earlier of: (a) opening of your Tea Shop or (b) 12 months following the effective date of your Franchise Agreement.

**INITIAL TRAINING PROGRAM**

| Subject | Hours of Classroom Training | Hours of On-the-Job Training | Location |
|---|---|---|---|
| **Early Training** | | | |
| Wushiland Boba Culture and Value | 4 | | Designated Training Facility in Southern California, Texas or Taiwan |
| Site Selection | 4 | | Designated Training Facility in Southern California, Texas or Taiwan |
| **Hands-On Training** | | | |
| Interviewing, Hiring and Scheduling | | 4 | Designated Training Facility in Southern California, Texas or Taiwan |
| Front / Bar | | 56 | Designated Training Facility in Southern California, Texas or Taiwan |
| Kitchen Operations | | 56 | Designated Training Facility in Southern California, Texas or Taiwan |
| Inventory & Ordering | | 4 | Designated Training Facility in Southern California, Texas or Taiwan |

| | | | |
|---|---|---|---|
| Marketing / Customer Service | | 4 | Designated Training Facility in Southern California, Texas or Taiwan |
| Cashier / POS / Dashboard | | 4 | Designated Training Facility in Southern California, Texas or Taiwan |
| **Exam and Certification** | | | |
| Exam and Certification | 4 | 4 | Designated Training Facility in Southern California, Texas or Taiwan |
| **Calibration Training** | | | |
| Front / Bar | | 18 | Designated Training Facility in Southern California, Texas or Taiwan |
| Kitchen Operations | | 18 | Designated Training Facility in Southern California, Texas or Taiwan |
| Store Management | | 12 | Designated Training Facility in Southern California, Texas or Taiwan |
| | | | |
| **Total:** | **12** | **180** | |

We have a dedicated team of instructors for the Wushiland Boba training program. The lead trainer, Mr. Yaofeng (Leo) Liu, has over 20 years of managerial experience in the industry and has opened 5 Tea Shops in California.

The initial training to you or the person designated by you to assume primary responsibility for the management of your Tea Shop (the "Principal Operator") and at least one (1) additional employee of yours at the Tea Shop's location. The initial training program involves a minimum of one to two month of instruction for a minimum of two (2) personnel to be trained together at the same time. We may lengthen, shorten or restructure the content of this program. The initial training will be conducted at our designated training facilities. Please note that our designated training facilities are currently located in Southern California, Texas and Taiwan. At our discretion, a portion of the initial training program may be conducted at the location of your Tea Shop, in which case, you will be responsible for our technical personnel's or consultant's reasonable local accommodations.

The initial training program will mainly go over the Operating Manual (please see the Operating Manual's Table of Content as provided below) and the topics as described in the table above. The initial training program is mandatory for all franchisees. You or the Principal Operator, whichever is applicable, and one (1) additional employee must complete the program to our satisfaction. The program must be completed prior to the opening of the Tea Shop. Scheduling of the program is based on your availability and the projected opening date for your Tea Shop. The initial training program is designed to cover all phases of the operation of a Tea Shop. We reserve the right to waive a portion of the initial training program or alter the training schedule if, in our sole discretion, you or the Principal Operator has sufficient prior experience or training. We will make the initial training program available to replacement or additional Principal Operators during the term of the Franchise Agreement.

If you do not successfully and timely complete all training and certification requirements, including all initial training requirements, you will not be authorized to open your Tea Shop (and we will have the right to terminate the Franchise Agreement if you (or your team) do successfully and timely complete initial training. You are required to complete the initial training by the earlier of: (a) the opening of your Tea Shop or (b) 12 months following the effective date of your Franchise Agreement.

You and your Tea Shop managers must have literacy and fluency in the English language, in our good faith opinion, to satisfactorily complete our training program and to communicate with employees, customers, and suppliers.

During the period of the Tea Shop opening under the Franchise Agreement, we pay the cost of presenting the initial training program. However, you must pay for you and your employees' salaries, accommodations, travel expenses and other reasonable expenses, if any. You must also pay for later training programs that we may conduct or require.

**Post-Opening Consultation**
We may, at your request, provide additional technical and orientation personnel to assist you in developing and launching Tea Shop. You shall pay for the expenditures accrued by the said personnel. In the event we have advanced the cost of the said expenditures, you shall reimburse the same amount in cash. You will be required to make payments towards the following expenses within seven (7) calendar days upon receiving our written reimbursement request. The said personnel expenditures may include a $500 per day per consultant for each field visit to pay for the technical and orientation personnel (or $75 per hour per consultant); and all other related expenses such as the transportation, lodging, food and beverage, and other reasonable costs incur on behalf of you.

**Operating Manual's Table of Contents**
Below please find the table of content of our Operations Manual, which will be used as the instructional handbook used during our initial training.

| **Wushiland Boba Culture** | 2 pages |
|---|---|
| a. Company History | |
| b. Brand Story | |

| | |
|---|---|
| c. Our Value | |
| | |
| **Staff Code of Conduct** | 5 pages |
| a. Code of Conduct | |
| b. Dress Code | |
| c. Workstations | |
| d. Responsibilities of Each Station | |
| | |
| **Our Menu** | 4 pages |
| a. Sweetness and Ice Level | |
| b. Signature Drinks | |
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| c. Opening & Closing Check List | |
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| | |
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| **Reporting** | 4 pages |
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| b. KPI (Key Performance Index) | |
| | |
| **Total:** | **50 pages** |

## ITEM 12: TERRITORY

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

Your Franchise Agreement will be limited to a single, specific location approved by us, and we reserve the right to operate or franchise or license others who may compete with you for the same customers.

Your right to operate a Tea Shop and the territorial right pursuant to the Franchise Agreement is limited solely to the location set forth in the Franchise Agreement. Your territorial right does not dependent upon achieving a certain sales volume, market penetration or any other contingency. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. You do not have the right to distribute products through alternative channels of distribution without our approval. Specifically, you cannot solicit or accept orders from consumers outside of your Tea Shop, either through Internet, catalog sales, telemarketing, or other direct marketing, to make sales outside of the Tea Shop, but we will not unreasonably deny your participation in third-party ordering/delivery apps. We reserve the right to use alternative channels of distribution for our products and trademarks and we may expand our sale of products on a local, regional, national or international basis. Unless stated otherwise herein, we have the absolute right to distribute (or license others to distribute) products identified by our trademarks (or by any other name or trademark) anywhere and in any form (e.g., in packaged form or otherwise), regardless of the proximity to your location, through any distribution methods or channels. These other sources of distribution could compete with you. Furthermore, we do not pay any compensation for soliciting or accepting orders inside the franchisee's territory, the Protected Territory (as defined below), or near your Tea Shop location.

We reserve the absolute right to distribute goods or services through the use of the Internet or other electronic communications, telephone, mail or similar methods, regardless of the destination of the products or services. We may not solicit or accept orders from consumers inside your Tea Shop, but we may direct orders to your Tea Shop through Internet, catalog sales, telemarketing, or other direct marketing, to make sales outside of the Tea Shop.

You may not maintain a Wushiland Boba web site or social media account without our prior written approval. If we do approve of a web site or social media account that you promote and develop, we have the right to condition our approval on the terms that we determine are necessary, such as requiring that your domain name and account belong to us and be licensed to you for your use during the term of your Franchise Agreement.

Under the terms of the Franchise Agreement, you do not have the right to relocate your Tea Shop. If you request relocation, you must obtain our prior written approval for the site and meet our then-current criteria for relocation, which we will grant based at our sole discretion. Our decision would be based on various factors, including but not limited to, the past performance of the Tea Shop under your management, your relationship with the existing staff and their ability to relocate with you, the relocation address, population, and competition. Similarly, if you request an additional franchised outlet, we consider the similar factors as stated above.

Currently, you do not have any rights to acquire additional franchises nor other options, such as rights of first refusal or similar rights to obtain additional franchises. In the event that we grant you the relocation or additional franchised outlet, you must be current with all your obligations to us and must sign our then-current Franchise Agreement, with all then-current on-going fees, for a term equal to the term remaining on your Franchise Agreement for the previous or original location.

You also have no rights relating to the distribution channels referenced above in this Item 12. However, so long as you are in full compliance with the Franchise Agreement, we will not grant a franchise or establish a company-owned Tea Shop located within your "Protected Territory," which is the smaller of (i) the area within a 1-mile radius of your Tea Shop or (ii) within in the same commercial district, zip code, city, village, or county as your Tea Shop. For example, we will not open another stand-alone Wushiland Boba Tea Shop within 1-mile radius of your Tea Shop in the same zip code, but we may open a Wushiland Boba Tea Shop in a mall within the same area. Also, we may compete with your location and that draw customers from the same area as your Tea Shop through distribution and use or sale of Wushiland Boba-trademarked products in a hotel room, an office or a supermarket, or through vending machine, tea stall, or tea/food truck. Furthermore, you acknowledge and agree that certain locations within and outside the Protected Territory are by their nature unique and separate in character from sites generally developed as a Wushiland Boba Tea Shop. Such locations include, but are not limited to, public transportation facilities, sport facilities, university campuses, shopping malls, business plazas, amusement and theme parks. As a result, you agree that such locations are excluded from the Protected Territory, and we have the right to develop or franchise such locations. Lastly, you may not engage in catering or delivery service within or outside of the Protected Territory without our prior written approval.

We do not have any affiliate that operates, franchises, or has plans to operate or franchise a business under a different trademark that sells or will sell goods or services similar to the Wushiland Boba System in the United States.

As part of your review of a particular trade area or territory, we may (but are not required to) provide you with certain information such as (a) maps indicating existing Tea Shops and/or competitors' locations, and may highlight potential areas of interest to us, and (b) demographic reports (including population and median household income) generated by third parties. It is important you validate the information we provide to you. We do not draw any inferences regarding Tea Shop performance from the map or demographic information we share with you, and you may not draw any inferences from them either. We also do not represent or guarantee that the existence of a certain level of demographics, maps or trade area characteristics will translate to a certain level of financial performance, and you may not draw any such inferences based upon any of the information we provide to you. The information is not provided for that purpose.

## ITEM 13: TRADEMARKS

The Franchise Agreement gives you the non-exclusive right to operate a Tea Shop under the "Wushiland Boba,®" "Wushiland,®" and/or "®" trademark. By trademark, we mean trade names, trademarks, service marks, emblems, designs, merchandising devices and logos used to identify your Tea Shop (collectively "Wushiland Boba Trademarks"). You may also be authorized to use other current or future trademarks to operate your Tea Shop.

We retain the sole right to use the Wushiland Boba Trademarks on the Internet, including in connection with web sites, domain names, social media accounts, directory addresses, metatags, as graphic images on web pages, linking, advertising, co-branding, and other arrangements.

You must follow our rules when you use our Wushiland Boba Trademarks. You cannot use any of our company names or Wushiland Boba Trademarks as part of a corporate, limited liability company, other entity name, e-mail address, electronic identifier, or Internet domain name. You cannot use any of our company names or Wushiland Boba Trademarks with modifying words, designs or symbols, except for those we license to you. For example, your business name may not include any of our company names or Wushiland Boba Trademarks or any variation of them, and you may not use your name in connection with our Wushiland Boba Trademarks in advertising your Tea Shop (such as "John Smith's Wushiland Boba"). You may not use any of our company names or Wushiland Boba Trademarks for the sale of any unauthorized product or service or in a manner we have not authorized in writing. These Wushiland Boba Trademarks may only be used by you for the purpose of operating a Tea Shop and cannot be used for any purpose or in any manner not authorized by us. All the usage of Wushiland Boba Trademarks shall get the prior approve from us. The Wushiland Boba Trademarks are owned by our affiliate, OO Tea Taiwan, and we have a license from OO Tea Taiwan to use and to sublicense the use of the Wushiland Boba Trademarks in the United States. All rights in and goodwill from the use of the Wushiland Boba Trademarks accrue to us and our affiliates. No agreement limits our right to use or license the use of the Wushiland Boba Trademarks related to the franchise.

The Wushiland Boba Trademarks and service marks listed below are registered on the Principal Register in the United States Patent and Trademark Office on the date shown and all affidavits required to preserve and renew these trademarks have been timely filed.

| Federal Registration | Registration No. | Registration Date |
|---|---|---|
| *(design mark)* | 5318804 | October 24, 2017 |
| Wushiland *(word mark)* | 5361335 | December 19, 2017 |
| Wushiland Boba *(word mark)* | 5559788 | September 11, 2018 |

There are no material determinations, proceedings or litigation which would affect your right to use the Wushiland Boba Trademarks. We do not know of any superior prior rights or any infringing use that could materially affect your use of our Wushiland Boba Trademarks. There are no effective material adverse determinations of the Patent and Trademark Office, Trademark Trial and Appeal Board, or any state trademark administrator or any court. There is no pending infringement, opposition or cancellation of the Wushiland Boba Trademarks and no pending material litigation involving the principal Wushiland Boba Trademarks.

You must notify us immediately when you learn about an infringement of or challenge to your use of our Wushiland Boba Trademarks. We will take the action we think appropriate. We have the right to control all administrative proceedings or litigation involving our Wushiland Boba Trademarks. In the event we undertake the defense or prosecution of any such proceeding or litigation, you agree to execute any and all documents and do such acts and things as may be necessary, in the opinion of our counsel, to carry out such defense or prosecution.

You must modify or discontinue the use of a Wushiland Boba Trademark if we modify or discontinue it. If this happens, we are not required to reimburse you for your tangible costs of compliance (for example, changing signs). You must not directly or indirectly contest our right to the Wushiland Boba Trademarks, trade secrets or business techniques that are part of our business.

## ITEM 14: PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents or registered copyrights are material to the franchise. We do, however, claim copyright interests in our Operations Manual, magazines, posters, pamphlets, brochures, television advertisements and all other printed and pictorial materials that we produce, although these materials have not been registered with the Copyright Office of the Library of Congress. These materials are proprietary and confidential and are considered our property. They may be used by you only as long as you are a franchisee, and only as provided in your Franchise Agreement.

You do not receive the right to use an item covered by a patent or copyright unless it is expressly incorporated as proprietary information in our Operations Manual. You may use these materials, in the manner we approve, in the operation of your Tea Shop during the term of your Franchise Agreement. However, you may not use these materials in any other way for your own benefit, or communicate or disclose them to, or use them for the benefit of, any other person or entity. These materials include any trade secrets, knowledge or know-how, confidential information, advertising, marketing, designs, plans, or methods of operation. This includes information about our sources of supply, and our recommendations on pricing. You may disclose this information to your employees, but only to the extent necessary to operate the business, and then only while your Franchise Agreement is in effect. You must also promptly tell us when you learn about unauthorized uses, or challenges to our uses, of this proprietary information. We are not obligated to take any action but will respond to this information as we think appropriate. There are no infringing uses known to us, which could materially affect your use of the copyrights.

There is no effective decision, ruling or order of the United States Patent and Trademark Office, Copyright Office of the Library of Congress or any court, which could materially affect the ownership or use of any patents or copyrighted materials. Our right to use or license these patents and copyrighted items is not materially limited by any agreement or known infringing use.

There are no agreements currently in effect, which significantly limit our rights to use, or license the use of, such patents or copyrights in any manner material to you. We may use and incorporate into any Wushiland Boba System changes and improvements that you or your employees or contractors develop. We do not have an obligation to you or the developer of these changes or improvements in connection with such use.

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

You must operate and manage your Tea Shop in accordance with the terms and conditions of the Franchise Agreement and to promoting and enhancing the sale of the Tea Shops. If you are an individual, you must perform all obligations and conditions as stated in the Franchise Agreement, or designate and retain at all times an individual, subject to our approval, to serve as the Principal Operator under the Franchise Agreement. If you are a corporation, partnership, or limited liability company you must name an individual as the Principal Operator to assume primary responsibility for the management of your Tea Shop, such individual is not required to have any designated amount of equity interest in the Tea Shop. You must comply with the confidentiality and the non-compete clauses as stated in the Franchise Agreement, and we recommend that you have your manager or staff sign a confidentiality agreement and a non-compete agreement that offer the same protection as the confidentiality and the non-compete clause as stated in the Franchise Agreement.

You or your Principal Operator (and at least one additional employee) must complete our initial training program. Furthermore, you or your Principal Operator must supervise, train and evaluate the performance of your employees so that they provide competent and efficient service to customers.

You must devote continuous best efforts to the development, management and operation of your Tea Shop. This means devoting sufficient time and resources to ensure full and complete compliance with your obligations to us, to your customers and to others. The business is a challenging one. It requires and responds to personal attention. It is most important that you personally be involved in all facets of the business. You must be able to organize the business so that our standards of service, quality, and cleanliness are maintained, and you must set standards for your employees to follow. The business requires a firm, personal commitment and, at least initially, may require many long hours. In addition to production skills, you must also understand and be able to perform all of the sales, operations, management and maintenance functions required to ensure successful operation of the business.

Because this is primarily a cash business, you must have effective, vigilant cash management procedures to avoid employee theft. You can minimize these demands on you personally by attracting, motivating and retaining capable development, supervisory, production, transportation and sales personnel. We may provide you with certain suggested basic procedures and guidelines to use in recruiting, training and motivating your personnel. However, recruiting, training and motivating employees are your sole responsibility.

## ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

All Tea Shops must be developed and operated to our specifications and standards. Uniformity of products sold in the Tea Shops is important, and you have no discretion in the products that you sell.

We require you to confine your business to the operation of your Tea Shop. You may not conduct any other business or activity at the Tea Shop without our prior written approval. You may only offer or sell products approved by us and you must offer for sale the full menu prescribed by us. We may add, delete or change approved products that you are required to offer from time to time. There are no limits on our right to do so. In offering products for sale, you may only use products, materials, ingredients, supplies, paper goods, uniforms, fixtures, furnishings, signs, equipment approved by us and you must follow methods of product preparation and delivery that meet our requirements.

We impose no customer restrictions on the sale of products at your Tea Shop; however, your franchise is limited to one location and all sales must be made from that location. You are not permitted to sell or distribute goods or services through the use of the Internet or other electronic communications without our prior written approval.

## ITEM 17: RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

## THE FRANCHISE RELATIONSHIP

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

| Provision | Articles in the Franchise Agreement | Summary |
|---|---|---|
| a. Length of the franchise term | Article 13 | For the Franchise Agreement, the term is 5 years. (Note 1) |
| b. Renewal or extension of the term | Article 13 | Conditional Renewal. (Note 2) |
| c. Requirements for franchisee to renew or extend | Article 13 | The Franchise Agreement may be renewed for 5 years. The renewal may require you to sign agreement with materially different terms. (Note 1) |

| | | |
|---|---|---|
| d. Termination by franchisee | Not Applicable | Subject to applicable laws, you do not have the right to unilaterally terminate the Franchise Agreement. |
| e. Termination by franchisor without cause | Not Applicable | Subject to applicable laws, we do not have the right to unilaterally terminate the Franchise Agreement. |
| f. Termination by franchisor with "cause" | Article 17 | We may terminate the Franchise Agreement if you default in any of your obligations. |
| g. "Cause" defined – curable defaults | Article 17 | Except where your state's law may provide otherwise, except as stated in section (h) of this table, (a) all monetary defaults must be cured within 10 days after notice, (b) all defaults related to the cleanliness or sanitation of your Tea Shop, violation of any health, safety or sanitation law, ordinance or regulation must be cured within 72 hours after notice, and (c) all other defaults must be cured within 30 days after notice. (Note 3) |
| h. "Cause" defined – non-curable defaults | Article 17 | The following defaults cannot be cured by you: (a) you fail to notify us in writing within 5 days of the commencement of any action, suit or proceeding or the issuance of any order writ, injunction, award or decrees which affect the operation or financial condition of your Tea Shop; (b) you make an unauthorized assignment or transfer of the Franchise Agreement, your Tea Shop, the Site or the ownership interest in you; (c) you make any unauthorized use of the Trademarks or unauthorized use or disclosure of the Confidential Information; (d) you challenge the validity of the Trademarks, trade names, service logos, graphic configurations, emblems, apparels and designs of the Wushiland Boba System; (e) if you are convicted of or plead guilty or no contest to a felony or crime of moral turpitude; (f) you make a general assignment for the benefit of your creditors; (g) you made any material misrepresentation or omission in your application to become a "Wushiland Boba" franchisee; or (g) you fail to comply with the Franchise Agreement on 3 or more occasions within any 12-month period (whether or not such failures to comply are corrected). |
| i. Franchisee's obligations on termination/nonrenewal | Article 17 | Upon expiration or termination of the Franchise Agreement, you must immediately pay us all unpaid Initial Franchise Fees or any amount due, |

| | | |
|---|---|---|
| | | without reduction or offset, even if you did not open any or all of the Tea Shops; all rights granted pursuant to the Franchise Agreement shall cease immediately without further notice; you shall co-operate with us in the cancellation of any licenses or registrations registered with you or under your name, if any, and shall execute such documents and do all acts and things as may be necessary to effect such cancellation; you shall return to us promptly, at your sole expense, all records and copies of promotional materials or objects in its possession relating to the Wushiland Boba System, and of any information of a confidential nature communicated to you by us or our affiliates pursuant to, in connection with, or arising from this Agreement. |
| j. Assignment of contract by franchisor | Article 14 | We may assign our rights to any person or entity that agrees in writing to assume all of our obligations without your approval. Upon transfer, we will have no further obligation under this agreement, except for any accrued liabilities. |
| k. "Transfer" by franchisee – definition | Article 14 | A "transfer" by you is any sale, assignment, transfer, conveyance, gift, pledge, mortgage or other encumbrance of any interest in either the Franchise Agreement, the franchise itself, or any proprietorship, partnership, limited liability company ("LLC") or corporation which owns any interest in the franchise, to any person, persons, partnership, association, LLC or corporation, whether by contract, operation of law or otherwise. |
| l. Franchisor approval of transfer by franchisee | Article 14 | You may transfer a direct or indirect interest in this Agreement with our prior written consent, which will not be unreasonably withheld. |
| m. Conditions for franchisor approval of transfer | Article 14 | The Site for a Tea Shop and the associated rights and obligations are a package and are not themselves divisible in any way; you sign the General Release (if law allows), we have right of first refusal, and transfer fee is paid. |
| n. Franchisor's right of first refusal to acquire franchisee's business | Article 14 | you must give us a prior six-month written notice, we will have 30 calendar days to consider, and if the Parties cannot reach consensus of the terms and conditions, then we will evaluate whether we would approve such transfer. |

| | | |
|---|---|---|
| o. Franchisor's option to purchase franchisee's business | Not Applicable | Not Applicable |
| p. Death or disability of franchisee | Not Applicable | Not Applicable |
| q. Non-competition covenants during the term of the franchise | Article 15 | You agree that during the term of this Agreement, or during any Renewal Term, you will not, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity, own, manage, operate, maintain, engage in, consult with or have any interest in any business where 50% or more of its sales include the sale of gourmet teas, tea-based beverages, bubble tea, other than one authorized by this Agreement or any other agreement between us and you. |
| r. Non-competition covenants after the franchise is terminated or expires | Article 15 | You agree that you will not, for a period of 2 years after the expiration or termination of this Agreement, or after the expiration or termination of any Renewal Term, regardless of the cause of termination, or within 2 years of the sale of the Tea Shop or any interest in you, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity, own, manage, operate, maintain, engage in, consult with or have any interest in any business where 50% or more of its sales include the sale of gourmet teas, tea-based beverages, bubble tea within a 8-mile radius of the Tea Shop or the Territory. |
| s. Modification of the franchise agreement | Article 20 | The Franchise Agreement may only be modified by the parties in writing. |
| t. Integration/merger clause | Article 19 | Only the terms of the Franchise Agreements and other related agreements are binding (subject to applicable state law). Nothing in these agreements, however, is intended to disclaim the representations we made in this franchise Disclosure Document that we furnished to you. Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable |
| u. Dispute resolution by arbitration or mediation | Article 18 | If the parties are unable to do so within 60 days after the complaining party's written notice to the other party, the parties will then seek to resolve the dispute through non-binding mediation conducted in California. |

| | | |
|---|---|---|
| v. Choice of forum | Article 18 | Litigation must be in California (subject to applicable state law) |
| w. Choice of law | Article 18 | California law applies (subject to applicable state law) |

Note 1. The Franchise Agreement shall be terminated automatically without further notice at the end of the Term, unless renewed in accordance with the terms of the Franchise Agreement.

Note 2. The laws in some states require a franchisor to renew a franchise agreement, unless it has good cause not to renew. If you and your Franchise Agreement qualify for renewal under these laws, we will offer renewal to you as required by law.

Note 3. Cure periods may be extended or provided if required by law.

Note 4. The provision of the Franchise Agreement that provides for termination upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Article 101 et seq.). In addition to the provisions noted in the chart above, the Franchise Agreement contains a number of provisions that may affect your legal rights, including a waiver of a right to a jury trial, waiver of punitive damages or exemplary damages, and limitations on whether claims may be raised (See Article 21 of the Franchise Agreement). We recommend that you carefully review all of these provisions, and the entire contract, with a lawyer.

Note 5. 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.

Note 6. The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

Note 7. Applicable state law might require additional disclosures related to the information contained in this Item 17. These additional disclosures, if any, appear in **Exhibit D**.

## ITEM 18: PUBLIC FIGURES

We do not use any public figure to promote this 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 Franchise Disclosure Document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Yaofeng (Leo) Liu, Chief Executive Officer, at 10601 Tierrasanta Blvd., Suite G330, San Diego, California 92124, (626) 500-7035, franchise@wushiland-usa.com, the Federal Trade Commission, and the appropriate state regulatory agencies.

## ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

**Table 1**
**Systemwide Outlet Summary for Year 2020 to 2022**

| Outlet Type | Year | Outlets at the Start of the year | Outlets at the End of the Year | Net Change |
|---|---|---|---|---|
| Franchised | 2020 | 0 | 0 | 0 |
| | 2021 | 0 | 0 | 0 |
| | 2022 | 0 | 0 | 0 |
| Company-Owned | 2020 | 3 | 5 | +2 |
| | 2021 | 5 | 5 | 0 |
| | 2022 | 5 | 5 | 0 |
| **Total Outlets** | 2020 | 3 | 5 | +2 |
| | 2021 | 5 | 5 | 0 |
| | 2022 | 5 | 5 | 0 |

**Table 2**
**Transfer of Outlets from Franchisees to New Owners (Other than the Franchisor) for Year 2020 to 2022**

| State | Year | Number of Transfer |
|---|---|---|
| **Total** | 2020 | 0 |
| | 2021 | 0 |
| | 2022 | 0 |

**Table 3**
**Status of Franchised Outlets for Year 2020 to 2022**

| State | Year | Outlets at Start of Year | Outlets Opened | Termina-tions | Non-Renewals | Reacquired by Franchisors | Ceased Operations – Other Reasons | Outlets at End of the Year |
|---|---|---|---|---|---|---|---|---|
| **Total** | 2020 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2021 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2022 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

**Table 4**
**Status of Company-owned for Year 2020 to 2022**

| State | Year | Outlets at Start of Year | Outlets Opened | Outlets Reacquire from Franchisee | Outlets Closed | Outlets Sold to Franchisee | Outlets at End of the Year |
|---|---|---|---|---|---|---|---|
| CA | 2020 | 3 | 2 | 0 | 0 | 0 | 5 |
| | 2021 | 5 | 0 | 0 | 0 | 0 | 5 |
| | 2022 | 5 | 0 | 0 | 0 | 0 | 5 |
| **Total** | 2020 | 3 | 2 | 0 | 0 | 0 | 5 |
| | 2021 | 5 | 0 | 0 | 0 | 0 | 5 |
| | 2022 | 5 | 0 | 0 | 0 | 0 | 5 |

**Table 5**
**Projected New Franchised Outlets as of December 31, 2022**

| State | Franchise Agreements Signed but Outlets not Opened | Projected New Franchised Outlets in the Next Fiscal Year | Projected New Company-owned Outlets in the Next Fiscal Year |
|---|---|---|---|
| California | 3 | 5 | 1 |
| Texas | 0 | 1 | 1 |
| Washington | 0 | 1 | 0 |
| **Total** | 3 | 7 | 2 |

We do not own or operate any Tea Shops, but our affiliates, Wushiland USA, Arasi and OO Tea LA, own and operate company-owned Tea Shops, which are substantially similar to a franchised Tea Shop.

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

Please find contact information of the former and current franchisees in **Exhibit G**.

During the last 3 fiscal years, no current or former franchisees have signed confidentiality clauses that restrict their ability from discussing with you their experience as a franchisee in the Wushiland Boba System.

There is no trademark specific franchise organization associated with the Wushiland Boba System.

## ITEM 21: FINANCIAL STATEMENT

Attached to this Disclosure Document as **Exhibit A** is our audited financial statements as of December 31, 2022 and December 31, 2021. Also attached to **Exhibit A** are our unaudited financial statements for the period commencing on January 1, 2023 and ending on June 30, 2023.

The franchisor has not been in business for three years or more and cannot include all the financial statements required by the FTC Franchise Rules for its last three fiscal years.

## ITEM 22: CONTRACT

The following agreements are exhibits to this Disclosure Documents:

Exhibit B    Franchise Agreement
Exhibit E    General Release

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

## ITEM 23: RECEIPT

**Exhibit I** contains detachable documents acknowledging your receipt of this Disclosure Document.

**Exhibit A**

**Financial Statement**

[see attached]

**Wushiland Franchising, LLC**
**Financial Statements**
**December 31, 2022 and 2021**

**WUSHILAND FRANCHISING, LLC**

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**Independent Auditors' Report**

To the Members of
Wushiland Franchising LLC

***Opinion***

We have audited the financial statements of Wushiland Franchising LLC, which comprise the balance sheets as of December 31, 2022 and 2021, and the related statements of operations and members' equity (deficit), and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Wushiland Franchising LLC as of December 31, 2022 and 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

***Basis for Opinion***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Wushiland Franchising LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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

***Auditor's Responsibilities for the Audit of the Financial Statements***

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

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Wushiland Franchising LLC's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Wushiland Franchising LLC's ability to continue as a going concern for a reasonable period of time.

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

***Report on Supplementary Information***

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying statement of expenses is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

KCCW Accountancy Corp.

Diamond Bar, California
March 13, 2023



**KCCW Accountancy Corp.** 3333 S. Brea Canyon Road, Suite 206, CA 91765 USA
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**WUSHILAND FRANCHISING LLC**
**BALANCE SHEETS**

| | | December 31, 2022 | | December 31, 2021 |
|---|---|---|---|---|
| **Assets** | | | | |
| Current assets | | | | |
| Cash and cash equivalents | $ | 92,434 | $ | 61,048 |
| Surety bond | | 750 | | - |
| Prepaid expense | | 8,667 | | - |
| Total currents assets | | 101,851 | | 61,048 |
| **Total Assets** | **$** | **101,851** | **$** | **61,048** |
| | | | | |
| **Liabilities and Members' (Deficit) Equity** | | | | |
| Current liabilities | | | | |
| Accrued expenses | $ | 10,200 | $ | 5,000 |
| Security deposit | | 10,000 | | - |
| Deferred revenue-initial franchise fees, current | | 18,000 | | - |
| Total current liabilities | | 38,200 | | 5,000 |
| | | | | |
| Other liabilities | | | | |
| Loan from related parties | | 8,191 | | 11,060 |
| Deferred revenue-initial franchise fees, excluding current portions | | 68,665 | | - |
| Total liabilities | | 115,056 | | 16,060 |
| | | | | |
| Members' (deficit) equity | | | | |
| Members' (deficit) equity | | (13,205) | | 44,988 |
| Total Members' (deficit) equity | | (13,205) | | 44,988 |
| | | | | |
| **Total Liabilities and Members' (deficit) equity** | **$** | **101,851** | **$** | **61,048** |

The accompanying notes are an integral part of these financial statements.

**WUSHILAND FRANCHISING LLC**
**STATEMENTS OF OPERATIONS AND MEMBERS’ EQUITY (DEFICIT)**

| | For the Years Ended December 31, | |
|---|---|---|
| | **2022** | **2021** |
| Revenues | | |
| Franchise fees, net | $ 3,335 | $ - |
| Operating expenses | | |
| Administrative | 10,234 | 5,017 |
| Franchise supportive | 50,333 | - |
| Total operating expenses | 60,567 | 5,017 |
| Loss from operations | (57,232) | (5,017) |
| Other expense, net | (161) | - |
| Loss before income taxes | (57,393) | (5,017) |
| Provision for income tax expense | 800 | - |
| Net loss | $ (58,193) | $ (5,017) |
| Members’ equity, beginning | 44,988 | - |
| Contributed capital | - | 50,005 |
| Members’ (deficit) equity, ending | $ (13,205) | $ 44,988 |

The accompanying notes are an integral part of these financial statements.

**WUSHILAND FRANCHISING LLC**
**STATEMENTS OF CASH FLOWS**

| | For the Years Ended December 31, 2022 | 2021 |
|---|---|---|
| Cash flows from operating activities | | |
| Net loss | $ (58,193) | $ (5,017) |
| Changes in assets and liabilities | | |
| (Increase) decrease in security bond | (750) | - |
| (Increase) decrease in prepaid expenses | (8,667) | - |
| Increase (decrease) in accrued expenses | 5,200 | 5,000 |
| Increase (decrease) in security deposits | 10,000 | - |
| Increase (decrease) in deferred revenue | 86,665 | - |
| Net cash provided by (used in) operating activities | 34,255 | (17) |
| | | |
| Cash flows from financing activities | | |
| Contributed capital | - | 50,005 |
| (Repayment of) proceeds from loan from related parties | (2,869) | 11,060 |
| Net cash (used in) provided by financing activities | (2,869) | 61,065 |
| | | |
| Net increase in cash and cash equivalents | 31,386 | 61,048 |
| | | |
| Cash and cash equivalents | | |
| Beginning | 61,048 | - |
| Ending | $ 92,434 | $ 61,048 |
| | | |
| Supplemental disclosure of cash flows | | |
| Cash paid during the year for: | | |
| Income tax | $ 800 | $ - |
| Interest expense | $ - | $ - |

The accompanying notes are an integral part of these financial statements.

**WUSHILAND FRANCHISING, LLC**
**NOTES TO FINANCIAL STATEMENTS**

## NOTE 1 – ORGANIZATION

Wushiland Franchising, LLC (the "Company"), was organized under the State Law of Delaware on April 13, 2021 for the purpose of selling dessert and tea-based beverages restaurant franchises.

The number of franchise restaurant operating as of each year end was as follows:

| | |
|---|---|
| 2022 | 0 |
| 2021 | 0 |

As of December 31, 2022, there were 3 unopened stores with franchise agreements.

## NOTE 2 – PRINCIPAL INDUSTRY AND SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies is presented to assist the reader in understanding and evaluating the financial statements. These policies are in conformity with generally accepted accounting principles and have been applied consistently in all material respects.

*Basis of Presentation*

The financial statements of the Company are presented in conformity with accounting principles generally accepted in the United States of America, which require management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses during reporting period, and of contingent assets and liabilities at the date of the financial statements. Actual results could differ from those estimates.

*Principal Industry*

The Company, under the operation of Wushiland Franchising, LLC as a franchisor, grants the franchisee the non-exclusive right to use the system and marks for the establishment and operation of a store using and selling franchisor-approved products and services from the accepted location.

*Cash and cash equivalents*

For purposes of reporting cash flows, the Company considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

*Use of estimates*

The preparation of financial statements in conformity with generally accepted accounting principles in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

*Revenue Recognition*

In May 2014, the FASB issued ASU No. 2014-09, “Revenue from Contracts with Customers (Topic 606) (“ASU 2014-09”), which amends the accounting standards for revenue recognition. ASU 2014-09 is based on principles that govern the recognition of revenue at an amount an entity expects to be entitled when products are transferred to a customer. Topic 606 requires the Company to recognize revenues when control of the promised goods or services and receipt of payment is probable. The Company recognizes revenue based on the five criteria for revenue recognition established under Topic 606: 1) identify the contract, 2) identify separate performance obligations, 3) determine the transaction price, 4) allocate the transaction price among the performance obligations, and 5) recognize revenue as the performance obligations are satisfied. ASC 606 provides that revenues are to be recognized when control of promised goods or services is transferred to a customer in an amount that reflects the consideration expected to be received for those goods or services. The Company’s revenue primarily includes franchise fees and royalty fees revenue charged from franchisees.

Franchise Fee Revenue

The Company sells individual franchises. The franchise agreements typically require the franchisee to pay an initial fee prior to opening the respective location(s). The Company requires an initial franchise fee of $35,000 from the franchisee upon the execution of the franchise agreement. The franchise fee is non-refundable, except certain conditions as provided in the franchise agreement. Each franchised shop operates under a separate franchise agreement. Under the terms of the franchise agreements, the Company typically promises to provide franchise rights, pre-opening services such as blueprints, operational materials and, training courses. The Company adopted ASC 606 as of January 1, 2022. The initial fees are recognized as the Company satisfies the performance obligation over the franchise term, which is generally 5 years.

Deferred franchise fees are recognized straight-line over the term of the underlying agreement and the amount expected to be recognized in franchise revenue for amounts in deferred franchise fees as of December 31, 2022 is as follows:

| | | |
|---|---|---|
| FY 2023 | $ | 18,000 |
| FY 2024 | | 18,000 |
| FY 2025 | | 18,000 |
| FY 2026 | | 18,000 |
| FY 2027 | | 14,665 |
| Total deferred revenue – initial franchise fees | $ | 86,665 |

Royalty Fees

Continuing royalty fees are recognized as revenue when earned. The Company accrued royalty fees based on a percentage of franchisee sales on a monthly basis. Royalty fee is recognized as revenue during the respective franchise agreement based on the royalties earned each period as the underlying franchise store sales occur. Adoption of ASC 606 does not change when the royalty revenue is recognized, this new guidance did not impact the recognition of royalty fee revenue. The Company recognized no royalty fees revenue during the years ended December 31, 2022 and 2021 as no franchise stores have been opened.

*Income taxes*

The Company accounts for income taxes in accordance with ASC 740, Income Taxes, which requires that the Company recognize deferred tax liabilities and assets based on the differences between the financial statement carrying amounts and the tax basis of assets and liabilities, using enacted tax rates in effect in the years the differences are expected to reverse. Deferred income tax benefit (expense) results from the change in net deferred tax assets or deferred tax liabilities. A valuation allowance is recorded when, in the opinion of management, it is more likely than not that some or all of any deferred tax assets will not be realized. The Company provides criteria for the recognition, measurement, presentation and disclosure of uncertain tax position.

**Recent accounting pronouncement**

In June 2016, the FASB issued ASU No. 2016-13, Financial Instruments-Credit Losses (Topic 326), which requires entities to measure all expected credit losses for financial assets held at the reporting date based on historical experience, current conditions, and reasonable and supportable forecasts. This replaces the existing incurred loss model and is applicable to the measurement of credit losses on financial assets measured at amortized cost. This guidance is effective for public business entities that meet the definition of a Securities and Exchange Commission (SEC) filer, excluding entities eligible to be smaller reporting companies as defined by the SEC, for fiscal years beginning after December 15, 2019, including interim periods within those fiscal years, and for all other entities for fiscal years beginning after December 15, 2022, including interim periods within those fiscal years. Early application will be permitted for all entities for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2018. The adoption of this ASU does not have a significant impact on the Company’s financial statements.

In December 2019, the FASB issued ASU No. 2019-12, Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes. ASU 2019-12 is intended to simplify accounting for income taxes by removing certain exceptions to the general principles in Topic 740 and amends existing guidance to improve consistent application. For public business entities, the amendments in this Update are effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2020. For all other entities, the amendments are effective for fiscal years beginning after December 15, 2021, and interim periods within fiscal years beginning after December 15, 2022. Early adoption is permitted. The adoption of this ASU does not have a significant impact on the Company’s financial statements.

**NOTE 3 - INCOME TAXES**

The Company is an LLC with two members, and files federal income tax returns with the Internal Revenue Service as well as with certain applicable state tax authorities. Earnings and losses will pass through to its members. The Company incurs income tax expense only in certain states that require the Company to file and pay taxes.

Provision for state income tax was $800 and $0 for years of 2022 and 2021, respectively. The Company has determined that it does not have any material unrecognized tax benefits or obligations as of December 31, 2022 and 2021.

**NOTE 4 - RELATED PARTY TRANSACTIONS**

Flying Fish USA, Inc., one of the Company's members, and OO Tea LA LLC, a related party controlled by Yaofeng Liu, member of the Company, provide administrative and supportive services to the Company. The amount charged to expense for these services was $50,333 and $0 for 2022 and 2021, respectively.

On December 31, 2021, the Company entered into a loan agreement with Arasi US Inc. (a related party controlled by Yaofeng Liu, member of the Company) for working capital purpose. Under the terms of the loan agreement, the loan bears interest at 2% per annum and the maturity date is December 31, 2024. As of December 31, 2022 and 2021, the outstanding principal balance was $8,030 and $8,030; and the accrued interest was $161 and $0, respectively.

As of December 31, 2021, the Company entered into a loan agreement with OO Tea LA LLC (a related party controlled by Yaofeng Liu, member of the Company) in the amount of $3,030. The loan was unsecured, bearing no interest, and due on demand.

**NOTE 5 – SUBSEQUENT EVENT**

The Company evaluated all events or transactions that occurred after December 31, 2022 up through the date, March 13, 2023 that financial statements are issued or are available to be issued. All subsequent events requiring recognition as of December 31, 2022 have been incorporated into these financial statements and there are no subsequent events that require disclosure in accordance with FASB ASC Topic 855, "Subsequent Events."

**Statement of Expenses**
**For the Years Ended December 31, 2022 and 2021**

| | 2022 | | 2021 | |
|---|---|---|---|---|
| Administrative | | | | |
| Accounting fees | $ | 10,200 | $ | 5,000 |
| Bank services | | 34 | | - |
| Office expense | | - | | 17 |
| Total | $ | 10,234 | $ | 5,017 |

| | 2022 | | 2021 | |
|---|---|---|---|---|
| Supportive | | | | |
| Franchise opening support | $ | 41,100 | $ | - |
| Franchise marketing | | 8,900 | | - |
| Franchise licensing | | 333 | | - |
| Total | $ | 50,333 | $ | - |

# Unaudited Financial Statements
# of
# Wushiland Franchising LLC
# January 1, 2023 to June 30, 2023

# Wushiland Franchising LLC

## Profit and Loss

January - June, 2023

| | TOTAL |
|---|---|
| Income | |
| Discount Given | -10,000.00 |
| Initial Franchise Fee | 120,000.00 |
| Services | 3,760.00 |
| **Total Income** | **$113,760.00** |
| GROSS PROFIT | **$113,760.00** |
| Expenses | |
| General business expenses | |
| Bank fees & service charges | 70.00 |
| **Total General business expenses** | **70.00** |
| Legal & accounting services | |
| Accounting fees | 10,800.00 |
| Legal fees | 14,563.50 |
| **Total Legal & accounting services** | **25,363.50** |
| **Total Expenses** | **$25,433.50** |
| NET OPERATING INCOME | **$88,326.50** |
| NET INCOME | **$88,326.50** |

# Wushiland Franchising LLC

## Balance Sheet

As of June 30, 2023

| | TOTAL |
|---|---|
| ASSETS | |
| Current Assets | |
| Bank Accounts | |
| PROMOTIONAL ADV BUS CHECKING (9658) - 1 | 170,730.37 |
| **Total Bank Accounts** | **$170,730.37** |
| Other Current Assets | |
| Bond | 2,750.00 |
| Prepaid expenses | 8,667.00 |
| **Total Other Current Assets** | **$11,417.00** |
| **Total Current Assets** | **$182,147.37** |
| **TOTAL ASSETS** | **$182,147.37** |
| LIABILITIES AND EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Other Current Liabilities | |
| Accrued Expense | 10,200.00 |
| Loans from Arasi US Inc. | 160.60 |
| Loans from OO Tea LA LLC | 0.00 |
| Security deposits_from Franchisee | 10,000.00 |
| Unearned Franchise Fee | 18,000.00 |
| Unearned Franchise Fee-excluding current Portion | 68,665.00 |
| **Total Other Current Liabilities** | **$107,025.60** |
| **Total Current Liabilities** | **$107,025.60** |
| **Total Liabilities** | **$107,025.60** |
| Equity | |
| Capital Contribution_Flying Fish USA Inc. | 50,000.00 |
| Capital Contribution_Yaofeng Liu | 5.00 |
| Retained Earnings | -63,209.73 |
| Net Income | 88,326.50 |
| **Total Equity** | **$75,121.77** |
| **TOTAL LIABILITIES AND EQUITY** | **$182,147.37** |

## Exhibit B

## Franchise Agreement

[see attached]

**Franchise Agreement**

This Franchise Agreement (this "**Agreement**") is made and entered into this date of _________ ____, 20__ (the "**Effective Date**") by and between Wushiland Franchising LLC, a limited liability company organized and existing under the laws of Delaware with a principal place of business at10601 Tierrasanta Blvd., Suite G330, San Diego, California 92124 ("**we**," "**our**," or the "**Franchisor**") and __________________, a company organized and existing under the laws of _________ with a principal place of business at ____________________________________ ("**you**," "**your**," or the "**Franchisee**"). Each of Franchisor and Franchisee may be referred to herein as a "**Party**" or, collectively, as the "**Parties**."

**Recital**

**Whereas**, we are the licensee of the trademarks "Wushiland Boba®", "Wushiland®", " ®", and other marks and logos (collectively, the "**Trademarks**") and are authorized to sub-license the Trademarks to third parties;

**Whereas**, we possess advanced technology, management system, continuous and innovative product development, and knowledge in relation to a unique and distinctive system relating to the development and operation of "Wushiland Boba" tea shop establishment with unique product lines, distinctive fixtures, equipment, interior and exterior accessories, color scheme, inventory and accounting system, of which may be changed, improved, and further developed by us or our affiliates from time to time (the "**Wushiland Boba System**");

**Whereas**, we are in the business of granting certain limited rights for third parties to develop, manage and maintain the Wushiland Boba System; and look for entities capable of developing, launching, and operating a tea shop bearing the Trademarks using and under the Wushiland Boba System; offering unique tea-based drinks, compatible food products, accessories and gifts bearing the Trademarks, trade names, service logos, graphic configurations, emblems, apparels and designs of the Wushiland Boba System (the "**Tea Shop**");

**Whereas**, you represent that you have the capacity to develop, manage and operate the Tea Shop on the Site (as defined below), and wish to develop, manage, and operate the Tea Shop on the Site;

**Whereas**, we are willing to grant to you the franchise right to develop, manage, and operate the Tea Shop on the Site, and you are willing to accept the grant under the terms and conditions as stated herein;

**Now Therefore**, the Parties, in consideration of the mutual undertakings and commitments set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

**Article 1. <u>Grant of Development Rights</u>**

1. As franchisor, we have the right to establish "**Standards**" for various aspects of the Wushiland Boba System that include the location, physical characteristics and quality of operating systems of "Wushiland Boba" tea shops; the products that are sold; the qualifications of suppliers; the qualifications, organization and training of franchisees and their personnel; the timely marketing of products and our brand, including execution of marketing windows; and all other things affecting the experience of consumers who patronize the Wushiland Boba System. We

make those Standards available to you in our operation manuals, trainings, on-site assistance, and in other forms of communication, which we may update from time to time. Complete uniformity may not be possible or practical throughout the Wushiland Boba System, and we may from time to time vary Standards as we deem necessary or desirable for the Wushiland Boba System.

2. As franchisee, you have the right and responsibility to exercise day-to-day control your Tea Shop to meet those Standards, and the heart of the Wushiland Boba System and this franchise relationship is your commitment to that responsibility. Any required Standards exist to protect our interests in the Wushiland Boba System and the Trademarks and not for the purpose of establishing any control or duty to take control over those matters that are reserved to you. Furthermore, you acknowledge that your commitment is important to us, to you, and to other franchisees in order to promote the goodwill associated with our Wushiland Boba System and Trademarks, and that this Agreement should be interpreted to give full effect to this paragraph.

3. In reliance on your representations and warranties, we hereby grant to you, and you hereby accept, pursuant to the terms and conditions of this Agreement, the non-exclusive right and obligation to operate a Tea Shop within the Wushiland Boba System at the Site, using our intellectual property, only in accordance with our Standards and the other terms of this Agreement.

**Article 2. <u>Site of the Tea Shop</u>**

1. The specific address of the Tea Shop is ________________________________________ (the "**Site**"). If at the time of the execution of this Agreement the Parties have not agreed upon a site for the Tea Shop, once you become aware of an available site during the term of this Agreement, you must submit the site for our consideration immediately and provide us with all required information about the site. You must also provide a copy of the lease or purchase agreement for our review and record. We will provide you with written notice of whether or not we approve the site within 10 business days of receiving all documentation and information related to the site. You may not begin any construction on a site until we have approved such site in writing. Once approved, your proposed site will be the Site for purposes of this Agreement. In any event, you shall, within 180 days from the execution of this Agreement, identify and propose the Site for our review and approval; otherwise, we reserve the right to terminate this Agreement immediately without further notice. We will not charge any fees for your first 3 requests for approval. After the third request, you will be charged our then-current hourly rate for each additional request for site approval.

2. Unless otherwise approved by us in writing, once your Site has been approved, you must engage us to provide you with an initial space plan for the Tea Shop (the "**Initial Space Plan**") and pay us a fee in the amount of $5,000 to $10,000 (the "**Space Plan Fee**"), depending on size, location and condition of the Site. The Space Plan Fee is not refundable.

3. After we have provided you with the Initial Space Plan, you will arrange for the construction or remodeling of the Tea Shop at the Site in accordance with the Initial Space Plan. We will provide you with basic specifications for a proto-type "Wushiland Boba" tea shop, and we agree to provide reasonable assistance to you, as requested by you and at your cost, during the construction or remodeling of the Tea Shop. Unless requested by local law or real estate owner to change the design, the Tea Shop must be constructed and equipped, at your sole cost, to our

then-current Standards and specifications and in accordance with the requirements and rules set forth by us. At our written request, you must promptly correct any unapproved deviations from our Standards in the development of the Tea Shop. If you fail to construct in accordance with the aforementioned requirements and rules, we reserve the right to demand you to modify or reconstruct the Tea Shop at your own cost.

4. Prior to the grand opening of the Tea Shop, we reserve the right to assign one of our inspectors to conduct a pre-opening inspection. We will be solely responsible for such inspector's salary and related expenses.

5. You will not relocate the Tea Shop without our express prior written consent. This Agreement does not grant to you the right or license to operate the Tea Shop, or to offer or sell Wushiland Boba products or services, at or from any other location.

6. So long as you are in full compliance with this Agreement, we will not grant a franchise or establish a company-owned location to be located within your "**Protected Territory**," which is the smaller of (i) the area within a 1-mile radius of your Site or (ii) within in the same commercial district, zip code, city, village, or county as your Site (whichever is smaller). Furthermore, you may not engage in catering or delivery service without our prior written consent. The Protected Territory does not include any Non-traditional Locations. We may grant a franchise or establish a company-owned location at a Non-traditional Location, even if it is located within your Protected Territory. "**Non-traditional Locations**" include: airports; shopping malls (for this Agreement, a shopping mall means any retail shopping center containing two or more anchor retail department stores, such as Macy's, Nordstrom, Neiman Marcus, Bloomingdale's, Saks Fifth Avenue, Dillard's, Kohl's, Ross Stores, Target, Best Buy, Wal-Mart, Bed Bath & Beyond, Home Depot, Office Depot, 99 Cents Only Stores, or other similarly large retail stores. The Parties acknowledge that this list of examples is not complete, that some of these stores will go out of business, some will merge, and new stores will be established); college and university campuses; sports stadiums or arenas; concert or performance venues; and food courts (for this Agreement, a food court is any plaza or common area not otherwise within a shopping mall, that is contiguous, that offers at least five food & beverage vendors, and that provides a common seating area for patrons of the food & beverage vendors).

7. This license is non-exclusive and relates solely to the single Tea Shop location set forth herein. We retain the right to operate or license others to operate "Wushiland Boba" tea shops and other concepts, and to grant other licenses relating to the Trademarks, at such locations and on such terms as we choose. We may use or license others to use the Trademarks in ways that compete with your location and that draw customers from the same area as your Tea Shop, such as the distribution and use or sale of Wushiland Boba-trademarked products in a hotel room, an office or a supermarket, or through vending machine, tea stall, or tea/food truck. Furthermore, you acknowledge and agree that certain locations within and outside the Protected Territory are by their nature unique and separate in character from sites generally developed as a "Wushiland Boba" tea shop. Such locations include, but are not limited to, public transportation facilities, sport facilities, university campuses, shopping malls, business plazas, amusement and theme parks. As result, you agree that the following locations are exclude from the Protected Territory and we have the right to develop or franchise such locations.

8. You will be responsible for obtaining all zoning classifications and clearances which may be required by state or local laws, ordinances or regulations or which may be necessary as a result of any restrictive covenants relating to the Tea Shop's Site. Prior to the beginning of construction of the Tea Shop, you will obtain all permits, licenses and certifications required for the lawful construction or remodeling and operation of the Tea Shop. We will render reasonable assistance as requested by you, at your cost.
9. You acknowledge and agree that you will not open the Tea Shop for business without our written authorization, and such written authorization to open is conditioned upon your strict compliance with this Agreement.

**Article 3.** **<u>Initial Franchise Fee; Royalty Fee</u>**

1. You will pay us an initial franchise fee (the "**Initial Franchise Fee**") in the amount of $35,000, payable upon your execution of this Agreement. Except as provided in the next paragraph, the Initial Franchise Fee is not refundable. The Initial Franchise Fee must be paid in full, without reduction or offset.
2. We may terminate this Agreement if: (a) within 180 days following the Effective Date, you have not obtained our written approval to the site of the Tea Shop or (b) you have not successfully completed the initial mandatory training described in Article 5 within the earlier of: (i) the grand opening of your Tea Shop or (ii) 12 months following the Effective Date. We may also terminate this Agreement if you fail to develop, stock, equip, open and operate the Tea Shop within 12 months of the Effective Date. If we terminate this Agreement for your failure to comply with the foregoing, we will refund to you any Initial Franchise Fee paid, less $10,000 to compensate us for administrative and sales expenses and any training; provided, that you return any operations manual(s) and any Confidential Information received to date and execute a general release of us in our standard form. The post-termination provisions of this Agreement will survive such a termination.
3. You will pay a royalty fee of 5.5% of Gross Monthly Sales of your Tea Shop ("**Royalty Fee**"). "**Gross Monthly Sales**" means the aggregate amount of all sales of products (including but not limited to food, beverage and other merchandise) and services at the Tea Shop each calendar month but excluding: (a) value-added, sales or service taxes collected from customers and paid to the appropriate governmental taxing authority; and (b) all customer refunds and adjustments and promotional discounts that have been approved by Franchisor. The Royalty Fee for the previous calendar month is payable before the 15$^{th}$ of the next month, along with the previous calendar month's financial statements and related records. You must make the Royalty Fee payments in the manner we instruct, including by pre-authorized electronic debit.
4. All payments made under this Agreement will be subject to reduction to reflect taxes or other charges required to be withheld by law. In the event that Franchisee is required to withhold taxes on behalf of Franchisor, Franchisee will inform Franchisor and provide documents relating to the withholding tax.
5. If you are late in paying all or part of a fee due to us, then you must also pay us our then-current late fee and interest on the unpaid amount calculated from the date due until paid at the rate of 1.5% per month, or the highest rate allowed by law, whichever is lower. You must also pay all collection charges, including reasonable attorneys' fees, incurred by us to collect fees that are due.

**Article 4.** **Advertising**

1. You will conduct commercial marketing activities at your own cost in accordance with the common commercial practices. We recommend that you spend approximately 0.5% - 2.0% of the Gross Monthly Sales of your Tea Shop on such activities. We will support your grand opening by providing you with marketing designs but not physical marketing materials.
2. If you wish to use any advertising or promotional material that you have prepared or caused to be prepared, then you must submit the material and the proposed use for our prior written approval in advance of any use, and discontinue such use when we require. Our prior written approval may take the form of guidelines. For on-going promotions, we may provide assistance and support on a case-by-case basis.

**Article 5.** **Initial Mandatory Training, On-Site Support, and Related Training Expenditures**

1. Following the signing of this Agreement, you will assign at least two (2) of your staff to our designated training facility to receive initial mandatory training for one to two months at a schedule agreed upon by the Parties. If more than four (4) of your staff attend the initial mandatory training, then you will pay an additional $3,000 per person. You will be solely responsible for your staff's incurred expenses, including but not limited to, transportation, accommodation and meal expenses. At our discretion, a portion of the initial mandatory training may be conducted at the location of your Tea Shop, in which case, you will be responsible for our technical personnel's or consultant's reasonable local accommodations. The initial mandatory training covers code of conduct, workstation operations, menu management and beverage operation, counter services, kitchen operations, equipment operations, bar workstation management, opening and closing procedures, and other training programs as we see fit, and will include, but not be limited to, operations managements, logistic management, marketing plans, tea shop management, raw material inventory and controls, and basic maintenances. We may offer special training courses such as service staff training, special promotion training, other pre-opening supports and continuous organizational supports.
2. If we determine that you and your required staff have not successfully completed the initial mandatory training prior to the earlier of: (a) the grand opening of the Tea Shop or (ii) 12 months of the Effective Date, we may terminate this Agreement. If we elect to terminate this Agreement pursuant to this paragraph, then we will refund to you any Initial Franchise Fee paid, less $10,000 to compensate us for administrative and sales expenses and any training; provided, that you return any operations manual(s) and any Confidential Information received to date and execute a general release of us in our standard form. The post-termination provisions of this Agreement will survive such a termination.
3. Upon the completion of the initial mandatory training, if you request additional assistance from our business operation consultant(s), we may provide one or more business operation consultant(s) to you at a rate of $75 per hour per consultant. You will be responsible for the expenses incurred by our business operation consultant(s), including, but not limited to, transportation, meals, and three stars or above hotel accommodation, and other reasonable costs. If we pay the aforesaid fee in advance, you will reimburse us within seven (7) calendar days upon receiving our written reimbursement request.

**Article 6. <u>Operation of the Tea Shop</u>**

1. Opening Date: You must develop, stock, equip, open and operate the Tea Shop within 12 months of the Effective Date. You will provide us with at least 15-business days' prior written notice prior to the opening date of your Tea Shop.
2. Operating in Accordance with Our Standards. You agree to operate the Tea Shop in accordance with all of our Standards, some of which are set forth in this Article. Among other things, you agree to:
   a. Keep the Tea Shop open and in continuous operation for hours we prescribe, or the Parties agree upon, and operate the Tea Shop only under the Wushiland Boba System, unless we give written approval to do otherwise;
   b. Install and use only equipment, hardware, utensils, furnishings, fixtures, and signage that we approve, replace them as we may require, and source them from approved suppliers;
   c. Use only supplies, materials, and other items that we approve, and source them from approved suppliers, of which may include us or our affiliates;
   d. Sell all required products, sell only approved products, and source them from suppliers that we approve, of which may include us or our affiliates, and maintain a sufficient supply of all approved products to meet customer demands at all times, unless you receive our written approval to do otherwise;
   e. Maintain a safety inventory as we suggest in according to the sizes and location of the Tea Shop to ensure customer satisfaction and in consideration of potential shipping delays;
   f. Use best efforts to hire employees of good character, maintain a sufficient number of properly trained managers and employees to render quick, competent and courteous service to Tea Shop customers in accordance with our Standards.
   g. Comply with all of our requirements and all other legal requirements relating to health, safety and sanitation; and
   h. Timely execute any marketing or promotional plans we prescribe.
3. Compliance with Applicable Laws. You agree to comply with all civil and criminal laws, ordinances, rules, regulations and orders of public authorities pertaining to the occupancy, operation and maintenance of the Tea Shop.
4. Point Of Sales System. You must purchase and use our designated point-of-sales (POS) hardware and software system in the Tea Shop.
5. Right of Inspection. You agree that our employees and agents have the right to enter the Tea Shop without notice during business hours to determine your compliance with Standards and this Agreement. During the course of any such inspection, we may photograph or video any part of the Tea Shop. We may select ingredients, products, supplies, equipment and other items from the Tea Shop to evaluate whether they comply with our Standards. We may require you to immediately remove non-conforming items at your expense, and we may remove them at your expense if you do not remove them upon request.

6. Determination of Prices. Because enhancing the Wushiland Boba System's and Trademarks' competitive position and consumer acceptance for "Wushiland Boba" products is a paramount objective of ours and our franchisees, and because this objective is consistent with the long-term interest of the Wushiland Boba System overall, we may exercise rights with respect to the pricing of products and services to the fullest extent permitted by then-applicable law. These rights may include, without limitation, prescribing the maximum and/or minimum retail prices which you may charge customers for the products offered and sold at the Tea Shop, and which prices you will be compelled to observe, engaging in marketing, promotional and related campaigns which you must participate, which may directly or indirectly impact your retail prices (such as "buy one, get one free"). Further, we may engage in such activity only in certain geographic areas (cities, states, or regions) and not others, or with regard to certain subsets of franchisees and not others. You acknowledge and agree that any maximum, minimum or other prices we prescribe or suggest may or may not optimize the revenues or profitability of the Tea Shop.

7. Conditions of Employment. You are solely responsible for all employment decisions, including hiring, promoting, discharging, and setting wages and terms of employment. Furthermore, you will not employ or contract any person from our other franchisees without such franchisee's prior written consent.

8. Uniforms: In order to maintain the uniform enterprise image of the Wushiland Boba System, your personnel at your Tea Shop will wear our uniform. If any of your personnel at your Tea Shop does not wear our uniform, you agree that we will be damaged. These damages will be calculated at the rate of $100 per day for each of your personnel that does not wear our uniform when working at your Tea Shop. We have the right to collect these amounts in addition to exercising any and all other rights we may have for non-compliance under this Agreement. You agree that a precise calculation of the full extent of the damages that we will incur from your personnel's' failure to wear our uniform difficult to determine, and the Parties desire certainty in this matter and agree that the damages provided here are reasonable and constitute liquidated damages and not a penalty.

9. Suppliers. We have the right to approve or disapprove any supplier to your Tea Shop or to the Wushiland Boba System. From time to time, we may enter into or require national or regional exclusive supply arrangements with one or more independent suppliers for certain approved products. In evaluating the need for an exclusive supplier, we may take into account, among other things, the uniqueness of the product; the projected price and required volume of the product; the investment required and the ability of the supplier to meet the required quality and quantity of the product; the availability of qualified, alternative suppliers; the duration of the exclusivity; and the desirability of competitive bidding.

10. Complaints. You must submit to us copies of any customer complaints relating to the Tea Shop. You must submit to us any communications from public authorities about actual or potential violations of laws or regulations relating to the operation or occupancy of the Tea Shop. We will specify from time to time the manner of submission of this information to us.

11. Courtesy. The Parties will continuously strive to treat each other with courtesy and respect in all aspects of the franchise relationship.

12. Repairs and Maintenance You agree to continuously maintain the Tea Shop, including all fixtures, furnishings, signs and equipment, in the degree of cleanliness, orderliness, sanitation and repair, as prescribed by our Standards. You agree to make needed repairs (and replacements) to the Tea Shop, including all fixtures, furnishings, signs and equipment, on an ongoing basis to ensure that your use and occupancy of the Tea Shop and Site conform to our Standards at all times. You are responsible for the costs associated with maintenance, repairs and replacements, alterations and additions.

**Article 7. Franchisor's Trademarks and Intellectual Properties**

1. You agree to use only the Trademarks we designate and in the manner that we approve. You may use and display such Trademarks only in connection with the operation of the Tea Shop and in compliance with our Standards. All the usage of Wushiland Boba Trademarks shall get the prior approve from us.
2. You may not use the Trademarks to advertise or sell products or services through the mail or by any electronic or other medium, including the Internet, without our prior written approval. Our right of approval of any Internet usage of our Trademarks includes approval of the domain names and Internet addresses, website materials, social media accounts (as applicable) and content, and all links to other sites. We have the sole right to establish an Internet "home page" using any of the Trademarks, and to regulate the establishment and use of linked home pages by our franchisees. Furthermore, we reserve the right to set up social media account(s) in the name to your Tea Shop, such as a Facebook fan page.
3. You acknowledge that all proprietary rights of the Trademarks are exclusively owned by us. You will only use such rights for the operation of Tea Shop at the Site and will not change or modify the Trademarks or its derivatives or claim any copyrights or other proprietary rights for the Trademarks or its derivatives. Franchisee will not register, in whole or in part, within the United States or in any other areas, the Trademarks or other trademarks, marks, logos, or designs similar or confusingly similar to the Trademarks. Unless stated otherwise in this Agreement, Franchisee will not, at any time, declare that it has any rights or qualification over the Trademarks, and will not cause any damage to the intellectual property rights of Franchisor, nor will Franchisee cause any third parties to do the same.
4. You cannot use the names "Wushiland Boba" or "Wushiland", any of our company names, Trademarks, or anything confusingly similar as part as part of a corporate, limited liability company, other entity name, e-mail address, electronic identifier, or internet domain name. For example, your business name may not include any of our company names or Trademarks or any variation of them, and you may not use your name in connection with our Trademarks in advertising your Tea Shop (such as "John Smith's Wushiland Boba"). In all approved uses of the Trademarks on your business forms such as your letterhead, invoices, order forms, receipts, and contracts, you must identify yourself as our franchisee and your business as independently owned and operated.
5. You agree to notify us promptly of any threatened or pending litigation relating to the Trademarks. In the event we undertake the defense or prosecution of any such litigation, you agree to execute any and all documents and do such acts and things as may be necessary, in the opinion of our counsel, to carry out such defense or prosecution.

6. Prior to the manufacturing of the merchandise under the Trademarks, you will provide the concepts and art designs (including the draft and final proposal) of such merchandise and a three-dimensional model thereof for our approval; provided, however, our approval or consent does not guarantee that the above-mentioned material or model as provided by you are in compliance with all applicable laws. In the event of violation of any applicable law, you will be held solely liable. All containers, packages, labels, display materials, promotional materials, catalogs and advertisements (including but not limited to press releases) which Franchisee intends to use under the Agreement will be provided to Franchisor for its written approval prior to the use or utilization thereof.
7. Franchisee agrees that upon the expiration or termination of this Agreement, Franchisee will neither by itself nor authorizes others to manufacture the licensed merchandise. All art designs (including but not limited to any diagrams, drawings or three-dimensional models) provided by Franchisor or created by Franchisee under this Agreement will be the property of Franchisor and returned to Franchisor.

**Article 8. <u>Sources of Raw Materials and Supplies</u>**

1. The reputation and goodwill of Wushiland Boba System is based upon, and can be maintained only by, the sale of high-quality products. A list of approved suppliers is available on request. Approved suppliers are required to share shipping, distribution, and all other information with us, and you will be required to cooperate. You and/or the supplier may request approval by submitting the request to us in writing. All requests will be reviewed in accordance with our then-current procedures, and we will take into consideration our available resources, which may affect the timing of our response. The supplier must meet our then-current specifications, standards, and requirements, which may include signing a non-disclosure agreement and a guarantee of performance. We may change our specifications, standards, and requirements at any time. There is no limit on our right to do so. If the supplier that you propose is initially approved or disapproved, we will notify you and the supplier within thirty (30) to sixty (60) days depending on the nature of the products or services. We may withdraw our approval at any time if the supplier's performance does not meet our criteria, we change our specifications, standards or requirements or other reasons. You or the supplier will be required to reimburse us for all costs that we incur in the testing and approval process whether the supplier is approved or not.
2. All products, supplies, equipment and materials of your Tea Shop and services to your Tea Shop must meet our specifications, standards, and requirements. You must purchase these items from suppliers that we approve in writing. Uniformity of products and services offered by all "Wushiland Boba" tea shops is of utmost importance to us and the entire Wushiland Boba System. If you offer to sell or do sell products or services which do not meet our specifications, standards, and requirements or if you do not purchase these items from our approved suppliers, you agree that we will be damaged. These damages will be calculated at the rate of $500.00 for each day you offer or sell unauthorized products or services and will be in addition to any other rights and remedies we may have against you. We have the right to collect these amounts in addition to exercising any and all other rights we may have for non-compliance under this Agreement. You agree that a precise calculation of the full extent of the damages that we will incur from the offer or sale of unauthorized products and services are

difficult to determine, and the Parties desire certainty in this matter and agree that the damages provided here are reasonable and constitute liquidated damages and not a penalty.

**Article 9. Books, Records, and Reports**

1. You are required to keep business records in the manner and for the time required by law, and in accordance with generally accepted accounting principles. You are required to keep any additional business records that we specify from time to time, in the manner and for the time we specify. All records must be capable of being reviewed by us without special hardware or software. You must retain copies of each state and federal tax return for the franchised business for a period of 2 years.
2. Within 10 business days from our request and at our option, you agree to (a) photocopy and deliver to us those required records that we specify, or (b) at a location acceptable to us, provide us access to any required records that we specify for examination and photocopying by us. If after we review your business records, which include your business tax returns, we believe that underreporting of Gross Monthly Sales may have occurred, then upon request, you must pay the underpaid Royalty Fees within 5 days of receiving our notice, and we reserve the right to terminate this Agreement immediately without further notice.
3. We will keep any records you provide to us that contain confidential information of yours confidential; provided such records are marked confidential and, by their nature, would be considered by a reasonable person to be confidential, but we may release information to any person entitled to it under any lease, to a prospective transferee of the Tea Shop, in connection with anonymous general information disseminated to our franchisees and prospective franchisees, in the formulation of plans and policies in the interest of the Wushiland Boba System, or if required by law or any legal proceeding.

**Article 10. Insurance**

Prior to opening or operating the Tea Shop for business, and prior to constructing the Tea Shop in the event you are developing the Tea Shop, you agree to acquire insurance coverage of the type and in the amounts required by law, by any lease or sublease, and by us, as prescribed in our Standards or as described herein. You must maintain such coverage in full force and effect throughout the duration of this Agreement. We have the right to change requirements from time to time. All insurance must be placed and maintained with insurance companies with ratings that meet or exceed our Standards. At our request, you must provide us with proof of required insurance coverages. As of the date of this Agreement, you must obtain commercial general liability coverage with minimum limits in the amount of $1,000,000 per occurrence.

**Article 11. Franchisee's Indemnification Obligations**

You will save, defend, indemnify and hold us and our successors and assigns harmless, from and against (i) any and all claims based upon, arising out of, or in any way related to your breach of this Agreement or any agreements between you or your affiliate(s) and us or our affiliate(s); and (ii) any and all expenses and costs (including reasonable attorney's fees) incurred by or on behalf of us in the defense against any and all such claims.

**Article 12. <u>Franchisor's Obligations</u>**

1. We will maintain a continuing advisory relationship with you by providing such assistance as we deem appropriate regarding the development and operation of the Tea Shop. We may require that you designate a fully-trained person as our primary contact.

2. We will advise on the selection of the Tea Shop's site as well as its construction, design, layout, equipment, maintenance, repair and remodeling. We will advise on the training of managers and crew personnel; on marketing and merchandising; on inventory control and record-keeping; and on aspects of Tea Shop operations.

3. In support of our advisory relationship, we will make available to you our then-current operations manuals setting out our Standards, together with explanatory policies, procedures and other materials to assist you in complying with those Standards. We will continue our efforts to maintain high and uniform standards of quality, cleanliness, appearance and service at all "Wushiland Boba" tea shops.

**Article 13. <u>Term and Renewal</u>**

1. <u>Term</u>. The Agreement will be effective and binding for a period of five (5) years from the Effective Date (the "**Term**"), unless terminated earlier in accordance with Article 17 or by mutual agreement or renewed in accordance with this Article. This Agreement will be terminated automatically without further notice at the end of the Term.

2. <u>Conditional Renewal of Franchise</u>. You have an option to renew the Term of this Agreement upon the expiration of the Term for additional term of five (5) years (the "**Renewal Term**") if, and only if, each and every one of the following conditions have been satisfied:

   a. You give us written notice of your desire to renew the Term at least six (6) months prior to the end of the Term;

   b. You are not, when notice is given, and do not become prior to the expiration or early termination of the Term, in default of any provision of (i) this Agreement, (ii) any other agreement between you or any of your affiliates and us or any of our affiliates, (iii) any agreement with any other creditor or supplier of the Tea Shop, including but not limited to the landlord of the Site;

   c. You and your Tea Shop have complied with and maintained the most current Standards;

   d. You must execute and deliver to us, within 10 business days (or any longer period required by law) after delivery to you, the then-current form of Franchise Agreement being offered to new franchisees at the time of renewal, including all exhibits and our other then-current ancillary agreements (collectively, the "**Successor Franchise Agreement**"), which will supersede in all respects the terms and conditions of this Agreement and may contain terms and conditions substantially different from those set forth herein, including, without limitation, an increase in Royalty Fee or a change in the Site.

   e. You must pay the renewal fee of $10,000 at least three (3) months prior the commencement of the Renewal Term;

f. We approve the terms of any lease extension or new lease covering the Renewal Term; or you provide us with evidence that you have the right to remain in possession of the Site or to secure and develop a suitable alternative site acceptable to us for the Renewal Term;

g. Prior to entering into the Successor Franchise Agreement, we may request you and/or your supervisory and operational manager(s) to attend and successfully complete to our reasonable satisfaction any re-training program we may require, at your sole expense; and

h. You execute and deliver a termination of this Agreement and a general release, in the form we prescribe from time to time that releases all claims that you may have against us, and our respective parents, affiliates and subsidiaries, and their respective officers, directors, shareholders and employees in both their corporate and individual capacities.

**Article 14. <u>Assumption and Transfer of Rights</u>**

1. A "**transfer**" by you is any sale, assignment, transfer, conveyance, gift, pledge, mortgage or other encumbrance of any interest in either this Agreement, the franchise itself, or any proprietorship, partnership, limited liability company ("**LLC**") or corporation which owns any interest in the franchise, to any person, persons, partnership, association, LLC or corporation, whether by contract, operation of law or otherwise.
2. Transfer by Us: This Agreement inures to the benefit of our successors and assigns, and we may assign our rights to any person or entity that agrees in writing to assume all of our obligations without your approval. Upon transfer, we will have no further obligation under this Agreement, except for any accrued liabilities.
3. Transfer by You: We entered into this Agreement based on your qualifications. Subject to our prior written consent, you may transfer a direct or indirect interest in this Agreement, but the Site and the associated rights and obligations are a package and are not themselves divisible in any way. Any transfer requires our prior written consent, which will not be unreasonably withheld. In the event a person holding a direct or indirect interest dies or becomes incapacitated, that person's legal representative must, within six (6) months of the event, apply in writing to transfer that interest with notice to all other persons having a direct or indirect interest in this Agreement.
4. Transfer Fee: At the time of transfer, you must execute a general release of us in our standard form, and pay us a Transfer Fee of $20,000.
5. Right of First Refusal: In the event that you desire to sell, assign, or transfer any of your interest in the Tea Shop, you will give us prior six-month written notice of such desire, setting forth in such notice all of the details of such contemplated sale, assignment or transfer, including without limitation thereto, the price, currency, terms and conditions of such proposed transaction and the identity and address of the proposed purchaser or transferee. We will have 14 calendar days after receipt of such notice to exercise in writing our right of first refusal option to purchase your interest with the terms and conditions mutually agreed by the Parties. If the Parties cannot reach consensus of the terms and conditions within thirty (30) calendar

days of the above notice, then we will evaluate whether we would approve such transfer pursuant to Article 14.3.

## Article 15. <u>Forbidden to Engage in Competition</u>

You agree that you will receive valuable training and Confidential Information (as defined in Article 16) that you otherwise would not receive or have access to but for the rights licensed to you under this Agreement. You therefore agree to the following noncompetition covenants:

1. Unless otherwise specified, the term "you" as used in this Article includes, collectively and individually, all spouses and family members of any shareholders, members, principal owners, guarantors, officers, directors, managers, partners, as the case may be, and holders of any ownership interest in you. We may require you to obtain from your manager and other individuals identified in the preceding sentence a signed non-compete agreement in a form satisfactory to us that contains the non-compete provisions of this Article.
2. You agree that during the Term of this Agreement, or during any Renewal Term, you will not, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity, own, manage, operate, maintain, engage in, consult with or have any interest in any Competitive Business (as defined below) other than one authorized by this Agreement or any other agreement between us and you.
3. You agree that you will not, for a period of two years after the expiration or termination of this Agreement or any Successor Franchise Agreement, regardless of the cause of termination, or within two years of the sale of the Tea Shop or any interest in you, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity, own, manage, operate, maintain, engage in, consult with or have any interest in a Competitive Business at the Site of the former Tea Shop and within a 8-mile radius of the Site. For purposes of this Article, a "**Competitive Business**" includes any business where 50% or more of its sales include the sale of gourmet teas, tea-based beverages, yogurt and milk-based beverages and other complementary food products that is similar to products offered at "Wushiland Boba" tea shops in the United States.
4. You agree that during the Term of this Agreement or any Successor Franchise Agreement, for a period of two years after the expiration or termination of this Agreement or any Successor Franchise Agreement, you will not, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity, employ, or seek to employ, any person who is at that time or was within the preceding six months employed by us, any of our affiliates or by any other franchisee of the Wushiland Boba System, or otherwise directly or indirectly induce such person to leave that person's employments.
5. You agree that the length of time in this Article will be tolled for any period during which you are in breach of the covenants or any other period during which we seek to enforce this Agreement. The Parties agree that each of the foregoing covenants will be construed as independent of any other covenant or provision of this Agreement.
6. In the event you violate this Article, you will pay us a liquidated damage of $10,000 for each violation, all gains you have derived from the violation, and immediate cease of all competing activities. We have the right to collect these amounts in addition to exercising any and all other rights we may have for non-compliance under this Agreement. You agree that a precise

calculation of the full extent of the damages that we will incur from your breach of this Article is difficult to determine, and the Parties desire certainty in this matter and agree that the damages provided here are reasonable and constitute liquidated damages and not a penalty. You agree that a breach of the covenants contained in this Article will be deemed to threaten immediate and substantial irreparable injury to us and give us the right to obtain immediate injunctive relief without limiting any other rights we might have.

**Article 16. <u>Confidentiality Obligations</u>**

1. All information, including but not limited to the information relating to Wushiland Boba System and other technologies, formulation, recipes, manufacturing methods, programs, pricing structures, marketing strategy, and store designs are our trade secret (collectively, "**Confidential Information**"). Confidential Information further includes any information that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means, by third parties who can obtain economic value from its disclosure or use and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. You expressly acknowledge that your relationship with us does not vest in you any interest in the Confidential Information other than the right to use it in the development and operation of the Tea Shop. Use or duplication of Confidential Information in any other business would constitute an unfair method of competition.
2. You, who have been made to know or in possession of the Confidential Information by joining Wushiland Boba System, are only allowed to utilize said Confidential Information insofar as it is necessary for the development and operation of the Tea Shop during the Term of this Agreement. At all times both during the Term of this Agreement and after expiration or earlier termination of this Agreement for any reason, you (and your directors, officers, employees, representatives, managers, shareholders, members, partners or other equity owners) will take all the necessary steps to prevent the unauthorized disclosure of the Confidential Information to any third party. Such obligation will continue for 2 years following the expiration or early termination of this Agreement.
3. In the event you violate this Article, you will pay us a liquidated damage of $10,000 for each violation. We have the right to collect these amounts in addition to exercising any and all other rights we may have for non-compliance under this Agreement. You agree that a precise calculation of the full extent of the damages that we will incur from your breach of this Article is difficult to determine, and the Parties desire certainty in this matter and agree that the damages provided here are reasonable and constitute liquidated damages and not a penalty. You agree that a breach of the covenants contained in this Article will be deemed to threaten immediate and substantial irreparable injury to us and give us the right to obtain immediate injunctive relief without limiting any other rights we might have.
4. This Article will survive expiration or termination of this Agreement and will not be subject to the general release.

**Article 17. <u>Termination</u>**

1. This Agreement may be terminated with immediate effect by mutual written agreement by the Parties.

2. In addition, in the event that any one of the following has occurred, we are entitled to terminate this Agreement upon written notice to you, or refuse renewal of this Agreement and claim against you for damages incurred thereby as a result:

    a. you default on a monetary obligation to us and do not cure the default within 10 days from the date you receive our written notice to cure (if state law requires a longer cure period, then that longer period will apply);

    b. you fail or refuse to comply with any Standard relating to the cleanliness or sanitation of the Tea Shop, violates any health, safety, or sanitation law, ordinance, or regulation and does not correct such failure or refusal within 72 hours after written notice thereof is delivered to you, or you fail to notify us in writing within 5 days of the commencement of any action, suit or proceeding, and of the issuance of any order, writ, injunction, award or decree of any court, agency, or other governmental instrumentality, which may adversely affect the operation or financial condition of Franchisee or the Tea Shop or of any notice of violation of any law, ordinance, or regulation relating to health or sanitation at the Tea Shop;

    c. you make an unauthorized assignment or transfer of this Agreement, the Tea Shop, the Site, or an ownership interest in Franchise;

    d. makes any unauthorized use of the Trademarks or unauthorized use or disclosure of the Confidential Information;

    e. you challenge the validity of the Trademarks, marks, trade names, service logos, graphic configurations, emblems, apparels and designs of the Wushiland Boba System;

    f. you are convicted of or have pled no contest to a felony or other crime or offense that is likely to adversely affect the Wushiland Boba System, the Trademarks, the goodwill associated therewith, Franchisor's interest therein, or the reputation of Franchisee or the Tea Shop (or any shareholder, member or partner, if Franchisee is a corporation, limited liability company or partnership and if Franchisee fails to terminate such shareholder's, member's or partner's interest in Franchisee within ninety (90) days thereof);

    g. you make a general assignment for the benefit of your creditors, applies for or consents to the appointment of a receiver, trustee, or liquidator of all or a substantial part of your assets, file a voluntary petition in bankruptcy, have an involuntary petition in bankruptcy filed against you (which is not released within ninety (90) days), or fail to pay your debts and obligations as they mature in accordance with normal business practices;

    h. you made any material misrepresentation or omission in your application to become a "Wushiland Boba" franchisee; or

    i. you default on any other provision of this Agreement, or any agreements between you or your affiliates and us or our affiliates, and do not cure the default within 30 days from the date you receive our written notice to cure (if state law requires a longer cure period, then that longer period will apply); or

j. you fail on 3 or more separate occasions within any period of 12 consecutive months to submit when due reports or other data, information or supporting records; to pay when due the Initial Franchise Fee, Royalty Fees, or other payments due by this Agreement to Franchisor or its affiliates; or otherwise fails to comply with this Agreement, whether or not such failures to comply are corrected after notice thereof is delivered to you.

3. If we terminate this Agreement or upon the expiration of this Agreement, then:
   a. you must immediately pay us all unpaid Initial Franchise Fee, Royalty Fees, or any amount due, without reduction or offset, even if you did not open the Tea Shop;
   b. all rights granted pursuant to this Agreement will cease immediately without further notice;
   c. you will cooperate with us in the cancellation of any licenses or registrations registered with you or under your name, if any, and will execute such documents and do all acts and things as may be necessary to effect such cancellation;
   d. you will return to us promptly, at your sole expense, all records and copies of promotional materials or objects in your possession relating to the Wushiland Boba System, and of any information of a confidential nature communicated to you by us or our affiliates in connection with this Agreement or your operation of the Tea Shop.
4. The expiration or termination of this Agreement will not affect any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement, and such provision(s) will remain in full force and effect.
5. Termination or expiration of this Agreement will not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiration, including the right to claim liquidated damages in respect of any breach of the Agreement which existed at or before the date of termination or expiration.

**Article 18. <u>Dispute Resolution</u>**

Whenever this Agreement or any related agreement grants, confers or reserves to us the right to take action, refrain from taking action, grant or withhold our consent or grant or withhold our approval, unless the provision specifically states otherwise, we will have the right to engage in such activity at our option, taking into consideration, our assessment of the long-term interests of the Wushiland Boba System overall. You and we recognize, and any court or judge is affirmatively advised, that if those activities and/or decisions are supported by our business judgment, neither said court, said judge nor any other person reviewing those activities or decisions will substitute his, her or its judgment for our judgment. When the terms of this Agreement specifically require that us not unreasonably withhold our approval or consent, if you are in default or breach under this Agreement, any withholding of our approval or consent will be considered reasonable.

The Agreement has been entered into in accordance with laws of California, and all questions with respect to the construction of this Agreement and the rights and liabilities of the parties will be governed by the laws of California without regard to its conflicts of laws.

Any dispute, disagreement, controversy or claim arising out of or in connection with this Agreement ("**Dispute**") will be settled by the Parties through mutual good-faith discussions. If the Parties are unable to do so within 30 days after the complaining Party's written notice to the other Party, the Parties will then seek to resolve the dispute through non-binding mediation conducted in California. Each party must bear its own expenses in connection with the mediation and must share equally the fees and expenses of the mediator. If the parties are unable to resolve the dispute within 60 days after commencing mediation, either Party may commence litigation in the applicable courts in California. Notwithstanding the commencement of such dispute resolution, the Parties will continue to perform their obligations hereunder.

## Article 19. Waiver/Integration

No waiver by us of any breach by you, nor any delay or failure by us to enforce any provision of this Agreement, may be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce our rights with respect to that or any other or subsequent breach. Subject to our rights to modify the operations manuals and/or the Standards and as otherwise provided herein, this Agreement may not be waived, altered or rescinded, in whole or in part, except by a writing signed by you and us. This Agreement together with the addenda and appendices hereto and the application form executed by you requesting us to enter into this Agreement constitute the entire agreement between the Parties and supersede any and all prior negotiations, understandings, representations, and agreements. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the Franchise Disclosure Document we furnished to you.

## Article 20. Miscellaneous

1. Except for the payment of monies owed, neither Party shall be liable or responsible for any delays or failures to perform as provided in this Agreement due to strikes, lockouts, casualties, acts of God, war, acts of terrorism, government regulation or control or other causes beyond the reasonable control of such Party. Any time period for the performance of an obligation shall be extended by the amount of the delay. This clause shall not apply or not result in an extension of the Term of this Agreement

2. You are an independent contractor of ours. Neither Party to this Agreement has the power to bind the other. Neither Party is liable for any act, omission, debt or any other obligation of the other, and you and we agree to indemnify and save each other harmless from any such claim and the cost of defending such claim.

3. The waiver by either Party of a breach of any provision of this Agreement applies only to that one breach and only to that one provision.

4. If we accept payments from any person or entity other than you, such payments will be deemed made by such person as your agent and not as your successor.

5. If, for any reason, any provision of this Agreement is determined to be invalid or to conflict with an existing or future applicable law, then the remaining provisions will continue to bind the Parties and the invalid or conflicting provision will be deemed not to be a part of this Agreement.

6. Our rights and remedies are cumulative.

7. Neither you nor your successor may create or assert any security interest or lien in this Agreement.
8. This Agreement and the documents referred to herein will be the entire, full and complete agreement between you and us concerning the subject matter of this Agreement, which supersedes all prior agreements.
9. Nothing in this Agreement is intended to disclaim the representations we made in the Franchise Disclosure Document that we furnished to you.
10. This Agreement may only be modified by the Parties in writing.
11. All notices will be sent by prepaid private courier or certified mail to the addresses specified below, or to such other addresses as you and we provide each other in writing.

| **To Franchisor:** | **To Franchisee:** |
|---|---|
| *Attention*: Leo Liu<br>10601 Tierrasanta Blvd., Suite G330<br>San Diego, California 92124<br>*Tel*: (626) 500-7035<br>*Email*: franchise@wushiland-usa.com | *Attention*:<br>______________________________<br>______________________________<br>*Tel*:<br>*Email*: |

12. Your success in this business is speculative and depends, to an important extent, upon your ability as an independent business owner. We do not represent or warrant that the Site we approve will achieve a certain level of sales or be profitable. If we provide maps, demographics, or other information to you in connection with the Site, we do so without any representation or warranty that the information is complete, accurate or current. We do not represent that you will be able to find or secure appropriate location or that you will be able to develop the Tea Shop. By your signature below, you acknowledge that you have entered into this Agreement after making an independent investigation of the Wushiland Boba System and the Site.
13. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**In Witness Whereof**, the Parties have been given full understanding as to the extent of this Agreement and do so by acknowledging with due signature and endorsement by authorized signatories from the parties as provided below.

| | |
|---|---|
| Wushiland Franchising LLC | ___________________________ |
| By: _________________________ | By: _________________________ |
| Name: Yaofeng (Leo) Liu | Name: _________________________ |
| Title: Chairman and CEO | Title: _________________________ |
| Date: _________________________ | Date: _________________________ |

**Attachment A**
**to**
**Franchise Agreement**

## GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS **GUARANTY AND ASSUMPTION OF OBLIGATION** is given this _____day of ________________, 20___, by ____________________________________________.

In consideration of, and as inducement to, the execution of that certain Franchise Agreement of even date herewith ("**Agreement**") by Wushiland Franchising LLC ("**Franchisor**"), each of the undersigned hereby personally and unconditionally (a) guarantees to Franchisor, and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that __________________________________________ ("**Franchisee**") shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including, without limitation, the provisions of Article 15 and Article 16.

Each of the undersigned waives: (i) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (ii) notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed; (iii) protest and/or non-performance of any obligations hereby guaranteed; (iv) any right it may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (v) any and all other notices and legal or equitable defenses to which it may be entitled.

Each of the undersigned consents and agrees that: (i) his/her direct and immediate liability under this guaranty shall be joint and several; (ii) he/she shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (iii) such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and (iv) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit, or other indulgence which Franchisor may from time-to-time grant to Franchisee or to any other person, including without limitation the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable during the term of the Agreement.

**IN WITNESS WHEREOF**, each of the undersigned has hereunto written his/her signature on the same day and year as the Agreement was executed.

| **Guarantor(s):** | **Percentage of Ownership of Franchisee** | |
|---|---|---|
| ______________________ (Signature) | ________% | ______________________ (Typed or Printed Name) |
| ______________________ (Signature) | ________% | ______________________ (Typed or Printed Name) |
| ______________________ (Signature) | ________% | ______________________ (Typed or Printed Name) |
| ______________________ (Signature) | ________% | ______________________ (Typed or Printed Name) |
| ______________________ (Signature) | ________% | ______________________ (Typed or Printed Name) |

**Exhibit C**

**Directory of Administrative Agencies and Agents for Service of Process**

**California**
(for service of process)
Commissioner of the Department of
Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013-2344
(213) 576-7514
(866) 275-2677

(state agency)
One Sansome Street, Suite 600
San Francisco, California 94104
(415) 972-8559
(866) 275-2677

**Hawaii**
(for service of process)
The Commissioner of Securities
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

(state agency)
The Commissioner of Securities
Department of Commerce and Consumer Affairs
Business Regulation Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

**Illinois**
Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 382-4465

**Indiana**
(for service of process)
Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6531

(state agency)
Indiana Secretary of State
Securities Division, Room E-111
302 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6681

**Maryland**
(for service of process)
Maryland Securities Commissioner at the
Office of Attorney General
Securities Division
20th Floor, 200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

(state agency)
Office of the Attorney General – Securities Division
20th Floor, 200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

**Michigan**
(for service of process)
Michigan Department of Commerce
Corporations and Securities Bureau
PO Box 30054
6546 Mercantile Way
Lansing, Michigan 48909

(state agency)
Consumer Protection Division
Antitrust and Franchise Unit
Michigan Department of Attorney General
670 G Mennen Williams Building
525 West Ottawa, 1st Floor
Lansing, Michigan 48933-1105

(517) 373-7117

**Minnesota**
Minnesota Department of Commerce
Commissioner of Commerce
85 7th Place East, Suite 280
St Paul, Minnesota 55101
(651) 539-1500

**New York**
(for service of process)
Secretary of the State of New York
99 Washington Avenue
Albany, New York 12231
(518) 474-4750

(state agency)
NYS Department of Law
Investment Protection Bureau
28 Liberty Street, 21st Floor
New York, New York 10005
(212) 416-8222

**North Dakota**
North Dakota Securities Department
Fifth Floor 600 East Boulevard
Bismarck, North Dakota 58505
(701) 328-2910

**Oregon**
Department of Consumer and Business Services
Division of Finance and Corporate Securities
Labor and Industries Building
Salem, Oregon 97310
(503) 338-4140

**Rhode Island**
Division of Securities
1511 Pontiac Avenue
Cranston, Rhode Island 02920
(401) 462-9582

**South Dakota**
South Dakota Department of Labor and Regulation
Division of Securities
445 E Capitol
Pierre, South Dakota 57501
(605) 773-4823

**Virginia**
(for service of process)
Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219
(804) 371-9733

(for other matters)
State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, Ninth Floor
Richmond, Virginia 23219
(804) 371-9051

**Washington**
(for service of process)
Director Department of Financial Institutions
Washington Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, Washington 98501

(for other matters)
Department of Financial Institutions
Securities Division
PO Box 9033
Olympia, Washington 98507-9033
(360) 902-8760

**Wisconsin**
Commissioner of Securities
Wisconsin Department of Financial Institutions
345 West Washington Avenue, 4th Floor
Madison, Wisconsin 53703
(608) 266-1064

**Exhibit D**

**STATE SPECIFIC ADDENDUM**

(see attached)

**CALIFORNIA ADDENDUM
TO THE
FRANCHISE DISCLOSURE DOCUMENT,
FRANCHISE AGREEMENT AND RELATED AGREEMENTS**

a. 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 14 DAYS PRIOR TO EXECUTION OF AGREEMENT.

b. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchise 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.

c. 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.).

d. 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.

e. The franchise agreement contains a liquidated damage clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

f. 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 of the State of California.

g. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

h. Wushiland Boba may require you to sign a general release which may not be enforceable in California pursuant to California Corporations Code section 31512 and California Business and Professions Code Section 20010.

i. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATIONS. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATIONS AT WWW.DFPI.CA.GOV.

j. The Antitrust Law Section of the Office of the California Attorney General views maximum price agreements as per se violations of the Cartwright Act. As long as this represents the law of the State of California, we will not interpret the Franchise Agreement as permitting or requiring maximum price limits.

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

l. The highest interest rate allowed by law in California for late payment is 10% annually.

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

**NEW YORK ADDENDUM**
**TO WUSHILAND FRANCHISING LLC**
**FRANCHISE DISCLOSURE DOCUMENT**

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 SERVICES OR 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 ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CAN NOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is to be added at the end of Item 3:

With the exception of what is stated above, the following applies 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 the "Summary" sections of Item 17(c), titled "**Requirements for a 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.

4. 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.

5. 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 the franchisee by Article 33 of the General Business Law of the State of New York.

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

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

**WASHINGTON ADDENDUM**
**TO THE**
**FRANCHISE DISCLOSURE DOCUMENT,**
**FRANCHISE AGREEMENT AND RELATED AGREEMENTS**

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

RCW 19.100.180 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 or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder 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 limitations period for claims under the Act, or 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.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee’s earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor’s earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

The undersigned does hereby acknowledge receipt of this addendum.

Dated: ______________________

| FRANCHISOR: | FRANCHISEE: |
|---|---|
| Wushiland Franchising LLC | |
| | ________________________<br>Franchisee's Signature |
| By: __________________________<br>Name: ________________________<br>Title: ________________________ | ________________________<br>Franchisee's Printed Name |

## Exhibit E

## GENERAL RELEASE

THIS GENERAL RELEASE is made this _______ day of __________________, 20__.

WITNESSETH:

____________________________, a resident(s) in the State of ______________, and _________________________________, a _________________________ company having its principal place of business at _____________________________________________________ (each of the foregoing being collectively referred to herein as the "UNDERSIGNED") for and in consideration of the sum of One Dollar ($1.00) paid to them by Wushiland Franchising LLC and other good and valuable consideration, the receipt of which is hereby acknowledged, the UNDERSIGNED, individually and for itself, its parent, subsidiaries, affiliates, agents, servants, employees, shareholders, officers, directors, partners, heirs, successors and assigns, do each hereby forever release, remise and discharge Wushiland Franchising LLC, their predecessors, successors and assigns, parents, subsidiaries and affiliated entities and their respective managers, members, officers, directors, agents, employees and representatives, past and present, of any and all of such entities (all collectively referred to herein as "FRANCHISOR"), of and from any and all claims, demands, causes of action, suits, debts, dues, duties, sums of money, accounts, reckonings, covenants, contracts, agreements, promises, damages, judgments, extents, executions, liabilities and obligations, both contingent and fixed, known and unknown, of every kind and nature whatsoever in law or equity, or otherwise, under local, state, or federal law, against any of them, which the UNDERSIGNED or any one of them or their predecessors in interest, if any, ever had, now have, or which they, their heirs, executors, administrators, successors, or assigns hereafter can, shall, or may have, for, upon, or by reason of, any matter, cause, or thing whatsoever, from the beginning of the world to the date of have, for, upon, or by reason of, any matter, cause, or thing whatsoever, from the beginning of the world to the date of these presents.

Without limiting the generality of the foregoing, but by way of example only, the foregoing release shall apply to any and all state or federal antitrust claims or causes of action; state or federal securities law claims or causes of action; state or federal RICO claims or causes of action; breach of contract claims or causes of action; claims or causes of action based on misrepresentation or fraud; breach of fiduciary duty; unfair trade practices (state or federal); and all other claims and causes of action whatsoever.

The UNDERSIGNED (and each of them) further agree for themselves and for their successors and assigns, to indemnify and hold harmless forever, FRANCHISOR their predecessors, successors and assigns, parent, subsidiaries and affiliated entities and their respective managers, members, officers, directors, agents, employees and representatives, past and present, against any and all claims or actions which hereafter may be brought or instituted against any or all of them, or their successors and assigns, by or on behalf of anyone claiming under rights derived from the UNDERSIGNED, or any of them, and arising out of or incidental to the matters to which this release applies.

The UNDERSIGNED and FRANCHISOR agree that this release is not intended nor shall it be construed as an admission of any wrongdoing or liability and that it shall not be admissible in evidence in any suit or proceeding whatsoever as evidence or admission of any liability.

Any individual who signs this release in a representative capacity for the UNDERSIGNED corporation hereby represents and warrants that he or she is duly authorized by action of the Board of Directors of the UNDERSIGNED corporation to execute this release on its behalf.

With respect to the matters hereinabove released, the UNDERSIGNED knowingly waive all rights and protection, if any, under Section 1542 of the Civil Code of the State of California, or any similar law of any state or territory of the United States of America. Section 1542 provides as follows:

> *"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."*.

If any restriction set forth in this General Release is found by any court of competent jurisdiction to be unenforceable because it extends in too broad a scope, it shall be interpreted to extend only over the maximum scope of release as to which it may be enforceable. This General Release does not apply to any release or waiver which would relieve any person from liability imposed to the FRANCHISOR by applicable laws.

<u>For Washington Franchisees Only</u>. The releases granted hereunder does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, or the rules adopted thereunder.

IN WITNESS WHEREOF, the UNDERSIGNED executed this General Release on the day and year first above written.

| | |
|---|---|
| FRANCHISEE | WITNESS: |
| ____________________________________ | ____________________________________ |
| Name: | Witness |
| Print Name: _________________________ | Print Name: _________________________ |
| Title: _________________________ | Date: _________________________ |
| Date: _________________________ | |

**Exhibit F**

[RESERVED]

**Exhibit G**

**Contact Information of Former and Current Franchisees**

As of the issuance date of this Disclosure Document we have no former franchisees.

LIST OF CURRENT FRANCHISEES:

Mathew Truong*
Store Address: TBD
Tel: (714) 908-6018

Hui (Tiffany) Chou*
4926 Hamner Avenue, Unit 101-102
Eastvale, California 92880
Tel: (714) 869-6367

Chuenchonchanok Iamchamras*
11340 183rd Street
Cerritos, California 90703
Tel: (805) 724-9480

** As of December 31, 2022, these franchisees have executed a franchise agreement but have not opened for business.*

LIST OF FORMER FRANCHISEES:
None.

## Exhibit H

## State Effective Dates

The following states have franchise laws that require that this 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 Disclosure Document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

| State | Effective Date |
|---|---|
| California | [Pending] |
| New York | [Pending] |
| Washington | [Pending] |

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

## Exhibit I

## Receipt (1)

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 Wushiland Franchising LLC offers you a franchise, it must provide this disclosure document to you: (a) 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale or at your reasonable request; or (b) under New York and Rhode Island law, if applicable, at the earlier of (i) your first personal meeting to discuss the franchise, or (ii) 10 business days before you sign a binding agreement with, or make payment to us or an affiliate in connection with the proposed franchise sale, or (c) under Michigan law, if applicable, at least 10 business days before you sign any binding franchise or other agreement or pay any consideration to us, whichever occurs first.

If Wushiland 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 the state agencies listed in Exhibit C of the Disclosure Document.

The principal business address and telephone number of each franchise seller offering the franchise is: Yaofeng (Leo) Liu, Chief Executive Officer, 10601 Tierrasanta Blvd., Suite G330, San Diego, California 92124, (626) 500-7035, franchise@wushiland-usa.com.

Additional Franchise Sellers, if any:

______________________________________________

______________________________________________

______________________________________________

This Disclosure Document was issued: March 22, 2023.

I received a Disclosure Document issued March 22, 2023. Included are the following exhibits:

| | |
|---|---|
| Exhibit A | Financial statement |
| Exhibit B | Franchise Agreement |
| Exhibit C | Directory of Administrative Agencies |
| Exhibit D | State Specific Addendum |
| Exhibit E | General Release |
| Exhibit F | [Reserved] |
| Exhibit G | Contact Information of Former and Current Franchisees |
| Exhibit H | State Effective Dates |
| Exhibit I | Receipt |

**Date Disclosure Document Received*:* ______________________, 20___ *(enter date here)***

**Tea Shop Address:__________________________________________________________**

**Signed: ___________________________________**

**Name: ___________________________________ (Please print)**

**___________________________________________**
**Street Address (domicile)**

**___________________________________________**
**City or Town/State/Zip Code**

**Receipt (2)**

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 Wushiland Franchising LLC offers you a franchise, it must provide this disclosure document to you: (a) 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale or at your reasonable request; or (b) under New York and Rhode Island law, if applicable, at the earlier of (i) your first personal meeting to discuss the franchise, or (ii) 10 business days before you sign a binding agreement with, or make payment to us or an affiliate in connection with the proposed franchise sale, or (c) under Michigan law, if applicable, at least 10 business days before you sign any binding franchise or other agreement or pay any consideration to us, whichever occurs first.

If Wushiland 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 the state agencies listed in Exhibit C of the Disclosure Document.

The principal business address and telephone number of each franchise seller offering the franchise is: Yaofeng (Leo) Liu, Chief Executive Officer, 10601 Tierrasanta Blvd., Suite G330, San Diego, California 92124, (626) 500-7035, franchise@wushiland-usa.com.

Additional Franchise Sellers, if any:

____________________________________________

____________________________________________

____________________________________________

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| Exhibit D | State Specific Addendum |
| Exhibit E | General Release |
| Exhibit F | [Reserved] |
| Exhibit G | Contact Information of Former and Current Franchisees |
| Exhibit H | State Effective Dates |
| Exhibit I | Receipt |

**Date Disclosure Document Received*:* ______________________, 20___ *(enter date here)***

**Tea Shop Address:__________________________________________________________**

**Signed: ___________________________________**

**Name: ___________________________________ (Please print)**

**_________________________________________**
**Street Address (domicile)**

**_________________________________________**
**City or Town/State/Zip Code**