FRANCHISE DISCLOSURE DOCUMENT
Scoop Shop Program

Ben & Jerry's Franchising, Inc.
(a Vermont corporation)
35 Thompson Street
South Burlington, Vermont 05403-6828
(802) 846-1500
(802) 846-1538 (Fax)
www.benjerry.com
franchise.info@benjerry.com

The franchisee will operate a "Ben & Jerry's" ice cream Scoop Shop featuring a menu of ice cream, ice milk, sorbet, frozen yogurt, frozen desserts, toppings, confections, novelties, fountain drinks, and other food and beverage items.

The total investment necessary to begin operation of a Scoop Shop ranges from $280,300 to $631,300 for a Full-Sized Shop, $228,300 to $435,300 for an In-Line Shop and $188,300 to $402,300 for a Kiosk Scoop Shop (not including estimates for real estate purchases should you wish to purchase the property for your Shop). This includes $19,750 to $39,500, for a Scoop Shop and $8,000 for a Satellite Shop, that must be paid to the franchisor or affiliate. We also offer development rights for Scoop Shops. The development fee for the first Scoop Shop developed is $39,500 ($19,750 for the first Scoop Shop if you are an existing franchisee), that must be paid to the franchisor or affiliates**.**

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

You may wish to receive your Disclosure Document in another format more convenient for you. To discuss the availability of disclosures in different formats, contact Franchise Development, Ben & Jerry's Franchising, Inc. at 35 Thompson Street, South Burlington, Vermont 05403-6828 and (802) 846-1500.

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

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 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: May 29, 2026

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit M.
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 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 Ben & Jerry's business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Ben & Jerry's franchisee?	Item 20 and Exhibit M list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement and area development agreement require you to resolve disputes with the franchisor by mediation and then litigation only in the state in which the franchisor's principal place of business is located (which state is currently Vermont). Out-of-state mediation and litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate and litigate with the franchisor in Vermont than in your own state.

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

Michigan Disclosure

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

(A) A PROHIBITION ON THE RIGHT OF A FRANCHISEE TO JOIN AN ASSOCIATION OF FRANCHISEES.

(B) A REQUIREMENT THAT A FRANCHISEE ASSENT TO A RELEASE, ASSIGNMENT, OVATION, WAIVER, OR ESTOPPEL WHICH DEPRIVES A FRANCHISEE OF RIGHTS AND PROTECTIONS PROVIDED IN THIS ACT. THIS SHALL NOT PRECLUDE A FRANCHISEE, AFTER ENTERING INTO A FRANCHISE AGREEMENT, FROM SETTLING ANY AND ALL CLAIMS.

(C) A PROVISION THAT PERMITS A FRANCHISOR TO TERMINATE A FRANCHISE PRIOR TO THE EXPIRATION OF ITS TERM EXCEPT FOR GOOD CAUSE. GOOD CAUSE SHALL INCLUDE THE FAILURE OF THE FRANCHISEE TO COMPLY WITH ANY LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND TO CURE SUCH FAILURE AFTER BEING GIVEN WRITTEN NOTICE THEREOF AND A REASONABLE OPPORTUNITY, WHICH IN NO EVENT NEED BE MORE THAN 30 DAYS, TO CURE SUCH FAILURE.

(D) A PROVISION THAT PERMITS A FRANCHISOR TO REFUSE TO RENEW A FRANCHISE WITHOUT FAIRLY COMPENSATING THE FRANCHISEE BY REPURCHASE OR OTHER MEANS FOR THE FAIR MARKET VALUE, AT THE TIME OF EXPIRATION, OF THE FRANCHISEE'S INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS. PERSONALIZED MATERIALS WHICH HAVE NO VALUE TO THE FRANCHISOR AND INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS NOT REASONABLY REQUIRED IN THE CONDUCT OF THE FRANCHISED BUSINESS ARE NOT SUBJECT TO COMPENSATION. THIS SUBSECTION APPLIES ONLY IF: (i) THE TERM OF THE FRANCHISE IS LESS THAN 5 YEARS; AND (ii) THE FRANCHISEE IS PROHIBITED BY THE FRANCHISE OR OTHER AGREEMENT FROM CONTINUING TO CONDUCT SUBSTANTIALLY THE SAME BUSINESS UNDER ANOTHER TRADEMARK, SERVICE MARK, TRADE NAME, LOGOTYPE, ADVERTISING, OR OTHER COMMERCIAL SYMBOL IN THE SAME AREA SUBSEQUENT TO THE EXPIRATION OF THE FRANCHISE OR THE FRANCHISEE DOES NOT RECEIVE A LEAST 6 MONTHS ADVANCE NOTICE OF FRANCHISOR'S INTENT NOT TO RENEW THE FRANCHISE.

(E) A PROVISION THAT PERMITS THE FRANCHISOR TO REFUSE TO RENEW A FRANCHISE ON TERMS GENERALLY AVAILABLE TO OTHER FRANCHISEES OF THE SAME CLASS OR TYPE UNDER SIMILAR CIRCUMSTANCES. THIS SECTION DOES NOT REQUIRE A RENEWAL PROVISION.

(F) A PROVISION REQUIRING THAT ARBITRATION OR LITIGATION BE CONDUCTED OUTSIDE THIS STATE. THIS SHALL NOT PRECLUDE THE FRANCHISEE FROM ENTERING INTO AN AGREEMENT, AT THE TIME OF ARBITRATION, TO CONDUCT ARBITRATION AT A LOCATION OUTSIDE THIS STATE.

(G) A PROVISION WHICH PERMITS A FRANCHISOR TO REFUSE TO PERMIT A TRANSFER OF OWNERSHIP OF A FRANCHISE, EXCEPT FOR GOOD CAUSE. THIS SUBDIVISION DOES NOT PREVENT A FRANCHISOR FROM EXERCISING A RIGHT OF FIRST REFUSAL TO PURCHASE THE FRANCHISE. GOOD CAUSE SHALL INCLUDE, BUT IS NOT LIMITED TO:

(i) THE FAILURE OF THE PROPOSED FRANCHISEE TO MEET THE FRANCHISOR'S THEN CURRENT REASONABLE QUALIFICATIONS OR STANDARDS.

(ii) THE FACT THAT THE PROPOSED TRANSFEREE IS A COMPETITOR OF THE FRANCHISOR OR SUBFRANCHISOR.

(iii) THE UNWILLINGNESS OF THE PROPOSED TRANSFEREE TO AGREE IN WRITING TO COMPLY WITH ALL LAWFUL OBLIGATIONS.

(iv) THE FAILURE OF THE FRANCHISEE OR PROPOSED TRANSFEREE TO PAY ANY SUMS OWING TO THE FRANCHISOR OR TO CURE ANY DEFAULT IN THE FRANCHISE AGREEMENT EXISTING AT THE TIME OF THE PROPOSED TRANSFER.

(H) A PROVISION THAT REQUIRES THE FRANCHISEE TO RESELL TO THE FRANCHISOR ITEMS THAT ARE NOT UNIQUELY IDENTIFIED WITH THE FRANCHISOR. THIS SUBDIVISION DOES NOT PROHIBIT A PROVISION THAT GRANTS TO A FRANCHISOR A RIGHT OF FIRST REFUSAL TO PURCHASE THE ASSETS OF A FRANCHISE ON THE SAME TERMS AND CONDITIONS AS A BONA FIDE THIRD PARTY WILLING AND ABLE TO PURCHASE THOSE ASSETS, NOR DOES THIS SUBDIVISION PROHIBIT A PROVISION THAT GRANTS THE FRANCHISOR THE RIGHT TO ACQUIRE THE ASSETS OF A FRANCHISE FOR THE MARKET OR APPRAISED VALUE OF SUCH ASSETS IF THE FRANCHISEE HAS BREACHED THE LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND HAS FAILED TO CURE THE BREACH IN THE MANNER PROVIDED IN SUBDIVISION (C).

(I) A PROVISION WHICH PERMITS THE FRANCHISOR TO DIRECTLY OR INDIRECTLY CONVEY, ASSIGN, OR OTHERWISE TRANSFER ITS OBLIGATIONS TO FULFILL CONTRACTUAL OBLIGATIONS TO THE FRANCHISEE UNLESS PROVISION HAS BEEN MADE FOR PROVIDING THE REQUIRED CONTRACTUAL SERVICES.

* * * *

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

* * * *

IF THE FRANCHISOR'S MOST RECENT FINANCIAL STATEMENTS ARE UNAUDITED AND SHOW A NET WORTH OF LESS THAN $100,000.00, THE FRANCHISOR MUST, AT THE REQUEST OF THE FRANCHISEE, ARRANGE FOR THE ESCROW OF INITIAL INVESTMENT AND OTHER FUNDS PAID BY THE FRANCHISEE UNTIL THE OBLIGATIONS TO PROVIDE REAL ESTATE, IMPROVEMENTS, EQUIPMENT, INVENTORY, TRAINING, OR OTHER ITEMS INCLUDED IN THE FRANCHISE OFFERING ARE FULFILLED. AT THE OPTION OF FRANCHISOR, A SURETY BOND MAY BE PROVIDED IN PLACE OF ESCROW.

* * * *

THE NAME AND ADDRESS OF THE FRANCHISOR'S AGENT IN THIS STATE AUTHORIZED TO RECEIVE SERVICE OF PROCESS IS: MICHIGAN DEPARTMENT OF COMMERCE, CORPORATIONS AND SECURITIES BUREAU, 6546 MERCANTILE WAY, P.O. BOX 30222, LANSING, MICHIGAN 48910.

* * * *

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:
DEPARTMENT OF THE ATTORNEY GENERAL'S OFFICE
CONSUMER PROTECTION DIVISION
ATTN: FRANCHISE
670 G. MENNEN WILLIAMS BUILDING
LANSING, MICHIGAN 48913
(517) 335-7567

FRANCHISE DISCLOSURE DOCUMENT
BEN & JERRY'S FRANCHISING, INC.
Scoop Shop Program

TABLE OF CONTENTS

ITEM **PAGE**

ITEM 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES 1
ITEM 2 BUSINESS EXPERIENCE 1
ITEM 3 LITIGATION 9
ITEM 4 BANKRUPTCY 9
ITEM 5 INITIAL FEES 13
ITEM 6 OTHER FEES 15
ITEM 7 ESTIMATED INITIAL INVESTMENT 21
ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES 29
ITEM 9 FRANCHISEE'S OBLIGATIONS 33
ITEM 10 FINANCING 35
ITEM 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING 36
ITEM 12 TERRITORY 52
ITEM 13 TRADEMARKS 56
ITEM 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION 58
ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS 59
ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL 60
ITEM 17 RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION 61
ITEM 18 PUBLIC FIGURES 69
ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS 69
ITEM 20 OUTLETS AND FRANCHISEE INFORMATION 74
ITEM 21 FINANCIAL STATEMENTS 82
ITEM 22 CONTRACTS 83
ITEM 23 RECEIPTS 83

Exhibits:

A Site Authorization Notice
B Confidentiality Agreement (for Prospective Operators)
C Preliminary Agreement
D Franchise Agreement
E Satellite Addendum to Franchise Agreement
F Reduced Term Addendum to Franchise Agreement
G Warehouse Addendum
H Test Shop Addendum to Existing Franchise Agreement
I Development Agreement
J Lease Rider
K Sample General Release
L Table of Contents for Ben & Jerry's Franchising, Inc. Franchise Operations Manual
M List of Current and Former Franchisees & Current and Former Developers
N List of Administrators
O Agents for Service of Process
P Franchisee Compliance Certification
Q State-specific Disclosures
R State-specific Amendments
S State Effective Dates
T Receipts

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

The Franchisor, Our Parents and Predecessors

Ben & Jerry's Franchising, Inc. ("**Franchisor**," "**we**" or "**us**") is a Vermont corporation that was incorporated on December 3, 1997. We maintain our principal place of business at 35 Thompson Street, South Burlington, Vermont 05403-6828. Our agents for service of process are listed in **Exhibit O**.

We are indirect subsidiary of The Magnum Ice Cream Company N.V. ("**TMICC**"), a Netherlands public company with limited liability, having its headquarters located at Reguliersdwarsstraat 63, 1017BK, Amsterdam, the Netherlands. TMICC has shares listed and traded on Euronext Amsterdam, the London Stock Exchange and the New York Stock Exchange under the ticker symbol "**MICC**." TMICC is the ultimate holding company of a group of consolidated subsidiaries (including TMICC, the "**TMICC Companies**"), which include Ben & Jerry's Holdco, LLC, a Delaware limited liability company with its address at 800 Sylvan Avenue, Englewood Cliffs, New Jersey 07632. Ben & Jerry's Holdco, LLC is the direct parent of Ben & Jerry's Homemade, Inc. ("**Homemade**"), which is our direct parent company.

Homemade is a Vermont corporation that was incorporated on December 16, 1977. It maintains its offices at 35 Thompson Street, South Burlington, Vermont 05403-6828. Homemade has been in the ice cream business since 1978. As described below, Homemade is our predecessor, and we acquired our rights to the System (as defined below) from Homemade.

Prior to the Spin-Off, described below, Homemade was a wholly-owned subsidiary of Conopco, Inc., a New York corporation, which is an indirect subsidiary of UNUS Holding B.V. of Rotterdam and Unilever, PLC of London (together, "**Unilever**"). Conopco, Inc. is a direct subsidiary of Unilever United States, Inc. (a holding company for Unilever's principal operations in the United States). Conopco, Inc.'s principal business address is 700 Sylvan Avenue, Englewood Cliffs, New Jersey 07632.

The Spin-Off

On March 19, 2024, Unilever announced plans to separate its ice cream business into an independent group, and on February 13, 2025, Unilever announced that such separation would take place by way of a "demerger" or "spin-off." On December 6, 2025, the demerger became effective, and on December 8, 2025, TMICC became a separate publicly-listed entity (the "**Spin-Off**"). Unilever retained approximately 19.9% of the shares of TMICC, which are planned to be sold off within five years of the date of the Spin-Off.

Our Affiliates

The TMICC Companies are global manufacturers, marketers, distributors and developers of ice cream products. None of these products are distributed through means that are covered by the registration and disclosure requirements of the federal and state franchise laws. Some of the TMICC Companies produce and sell pre-packaged ice cream and frozen yogurt products and novelty frozen desserts to consumers in the United States and abroad under a variety of well-known

brand names, including "Breyers," "Popsicle," "Klondike," "Magnum," "Talenti," "Yasso," "Cornetto," "Grom," and "Weis." Some of the TMICC Companies also have arrangements to distribute Ben & Jerry's Products to institutional accounts.

The TMICC Companies have operations and market branded products in approximately 80 countries and hold approximately 21% of the global retail market share of ice cream sales. Additional information with regard to the TMICC Companies, including financial statements, corporate governance materials and regulatory announcements, can be found on the website Life Tastes Better with Ice Cream | The Magnum Ice Cream Company at the following web address: https://corporate.magnumicecream.com/en/investors.html.

Homemade currently sells, indirectly through the TMICC Companies and distributors, Ben & Jerry's products including ice cream, sorbet, frozen yogurt, frozen desserts, non-dairy products, toppings, confections, novelties, fountain ingredients, and other food and beverage items, as well as proprietary gift products (the "**Ben & Jerry's Products**") and a limited selection of complementary and compatible products, including non-proprietary gift products, approved by us (the "**Non-Proprietary Products**"), which operate under the Proprietary Marks (described below). Ben & Jerry's Products and Non-Proprietary Products are collectively referred to as the "**Products**." Homemade (indirectly through the TMICC Companies and distributors) sells the Products, under the Ben & Jerry's name, to retailers (e.g., supermarkets, groceries, mom & pop shops, gourmet shops, convenience stores, and food carts), non-food retailers (e.g., warehouse clubs, drug stores, and bookstores), institutional accounts and facilities, contract feeders, and restaurants, and to independent distributors (through which you will acquire the Ben & Jerry's Products). The Products sold indirectly by Homemade are available in major markets throughout the United States and in certain foreign markets.

Note that you must look only to Ben & Jerry's Franchising, Inc. and not to Homemade, the TMICC Companies, nor to any other affiliate, to fulfill the franchisor obligations under your Franchise Agreement.

The System and Its Development

Homemade developed and has licensed to us a distinctive system (the "**System**") relating to the establishment and operation of retail frozen dessert businesses, which operate at retail shops that display our interior and exterior trade dress ("**Ben & Jerry's Shops**").

The distinguishing characteristics of the System include distinctive exterior and interior design, decor, color scheme, fixtures, and furnishings; standards and specifications for products, equipment, materials, and supplies; uniform standards, specifications, and procedures for operations; procedures for inventory and management control; training and assistance; and marketing and promotional programs; all of which may be changed, improved and further developed by us. The System is identified by certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including "**Ben & Jerry's**" (the "**Proprietary Marks**") as we may designate from time to time for use in our Confidential Operating Manual (the "**Manual**") or otherwise in writing.

Franchises for Ben & Jerry's Shops were first offered for sale by Homemade, starting in

August 1981. As described below, Homemade developed different formats of Ben & Jerry's Scoop Shops, which it offered as franchises. These included Scoop Shops and Satellite Shops, which are more fully described in this Item under the heading "The Franchises Offered."

We first began operating company-owned Ben & Jerry's Shops in February 1999, but we did not act as the franchisor of the System or enter into any franchise agreements until December 29, 2000 (the "**Acquisition Date**"). On the Acquisition Date, we and Homemade completed a corporate restructuring, through which we became the franchisor and operator of Ben & Jerry's Shops and we acquired all of the assets related to Homemade's company-owned Ben & Jerry's Shops, as well as the assets that Homemade used to manage and operate the System's franchising activities. At that time, we also acquired from Homemade all of the Ben & Jerry's franchise agreements that were in effect as of the Acquisition Date, as well as other agreements relating to those franchise agreements and franchised Ben & Jerry's Shops. We also then acquired from Homemade the right to use and to license others to use, the Proprietary Marks and the System. For additional information regarding the Proprietary Marks, see **Item 13** of this Disclosure Document. As of the Acquisition Date, Homemade ceased to operate and franchise Ben & Jerry's Shops, and it did not then, and does not now, offer franchises in any other line of business.

As described below, we are offering franchises for Scoop Shops and Satellite Shops through this Disclosure Document. In April 2002, we began offering franchises for Ben & Jerry's Scoop Shops to be operated by individuals and businesses that operate as contract feeders and providers of food and other managed services to "**Institutional Facilities**." "**Institutional Facilities**" include airports, parks, stadiums, business and industrial complexes, theaters, museums, educational facilities, hospitals, and art centers (see **Item 12** for additional information regarding Institutional Facilities). This Disclosure Document *does not* describe the franchise program offered to contract feeders and food service providers for Institutional Facilities, as that program is described in a separate Disclosure Document. We refer to these types of Scoop Shops as "**Special Venue Scoop Shops**."

As of December 31, 2025, there were 158 franchised Scoop Shops, 16 franchised Satellite Shops, 18 franchised Special Venue Scoop Shops, and 2 company-owned Scoop Shops located in 31 states, Canada, the Bahamas, Puerto Rico and the District of Columbia. We have not offered franchises in any other line of business.

The Franchises Offered

Ben & Jerry's Scoop Shops are primarily engaged in the sale and distribution of Ben & Jerry's Products and Non-Proprietary Products under the System. If you meet our qualifications and are approved by us, you (individuals, partnerships, corporations, limited liability companies, and the owners of partnerships, corporations, and limited liability companies will be referred to as "**you**") will sign a Ben & Jerry's Franchise Agreement for a Scoop Shop (the "**Franchise Agreement**"). If the franchise is owned by more than one individual or a corporation, partnership, or limited liability company, we require that there be an owner, shareholder, partner, or member (who is reasonably acceptable to us) who will have responsibility and decision-making authority regarding the Shop's operations and your business. If the franchisee is a corporation, partnership, or limited liability company, we will require all owners, shareholders, partners, or members to personally sign the guarantee provision in the Franchise Agreement guaranteeing the legal entity's

obligations under each agreement. Unless otherwise indicated, the term "**Shop**" will refer to Scoop Shops and Satellite Shops.

Scoop Shops

In the past, Homemade typically offered, and we continue to offer, franchises for Ben & Jerry's Shops that offer a full range of Ben & Jerry's Products ("**Scoop Shops**"). Ben & Jerry's Shops may vary, however, in size, assortment of Products offered, design and layout, based on a variety of factors, including the size of the premises, the ability to provide for customer seating, and the type of location and business where the Shop will be operated (such as free standing buildings, in-line units, and self-contained kiosks).

The following describes the most common types of Shops, although these are general descriptions only, and individual Shops may vary depending on the circumstances for each approved site. A "**Full-Sized**" Shop has an exterior storefront, limited to plentiful seating, a "back of house" support area, and generally offers a full range of our core menu items (these include cups, cones, waffle cones, sundaes, and blended frozen drinks), and possibly extended menu offerings. The range of menu items may be somewhat restricted due to space limitations in some cases. It is typically located at a site of 750 to 1,200 square feet. An "**In-line Shop"** is the type of Shop typically found in malls and similar facilities where common area seating is available. An In-line Shop typically has an open storefront, small support areas, offers a fewer number of flavors and core menu items, possibly some extended menu items, and typically occupies a site of 450 to 650 square feet. A "**Kiosk**" is a free-standing, self-contained unit that has no customer seating or support area and has a limited offering of our core menu items and flavors. A Kiosk will require remote storage and typically ranges in size from 100 to 200 square feet.

As described in **Item 17**, the term of the Franchise Agreement is 10 years. We may, however, agree to enter into a Franchise Agreement for a shorter term if the lease for an otherwise acceptable site is only available for less than a 10-year term. In these cases, the franchisee will also sign a Reduced Term Addendum to Franchise Agreement ("**Reduced Term Addendum**") (**Exhibit F** to this Disclosure Document) specifying the term of the franchise.

A Scoop Shop will have a territory (the "**Territory**"). See **Item 12** of this Disclosure Document for additional information regarding how the Territory of a Scoop Shop is determined and the activities that we and you may take within the Territory. You will market the Products to the general public. You may also market the Products away from your Shop at off-premises activities, including scooping at festivals, fairs, concerts, sporting events and other events ("**Special Events**"), scooping at customers' homes, offices, celebrations and other locations ("**Catering**") (Special Events and Catering are collectively referred to as "**Off-Premises Activities**"), delivery by third parties (e.g., Uber Eats, GrubHub and DoorDash) to customers' homes, offices and other locations ("**On-Demand Sales**"), and the scooping of Products from a mobile scooping facility such as a truck or trailer ("**Mobile Vending**"). You must conduct your Off-Premises Activities, On-Demand Sales and Mobile Vending according to the terms in the Franchise Agreement and according to the terms that may be contained in our Manual, or that we may provide in writing.

In association with your Shop, you may be permitted to establish a warehouse in which to

store Ben & Jerry's ice cream catering and other products for Off-Premises Activities and Mobile Vending (an "**Authorized Warehouse**") through a "**Warehouse Addendum**" (**Exhibit G** to this Disclosure Document). If you are permitted by us to have an Authorized Warehouse, the Authorized Warehouse will be located at the location specified in the Warehouse Addendum. The Warehouse Addendum may only be used for the following purposes: warehouse for Products and other products, storage of catering supplies, general storage space, office space, parking for cart(s) and truck(s), and such other uses as we may specify in the Manual, or otherwise approve in writing.

Satellite Shops

We may in limited markets and opportunities offer a franchisee of Scoop Shops, who is not in default and satisfies our criteria to operate additional locations, a franchise to operate a "Satellite" Ben & Jerry's Shop (a "**Satellite Shop**"). A Satellite Shop will operate under the terms of the Franchise Agreement and a Satellite Addendum to Franchise Agreement (a "**Satellite Addendum**") (**Exhibit E** to this Disclosure Document). A Satellite Shop cannot operate independently of a primary franchised location and cannot be transferred without the transfer of the primary franchised location to which it is assigned. As specified in the Satellite Addendum, the term of a franchise for a Satellite Shop will be 5 years.

Test Shops

We may periodically and under conditions that we find acceptable permit franchisees who are operating one or more Scoop Shops to establish and operate a limited operation facility (a "**Test Shop**") on a short-term basis (typically between 6 months to one year) so the franchisee can more fully explore the potential of the location as an additional franchised Scoop Shop. If we approve a franchisee to operate a Test Shop, the franchisee will sign a Test Shop Addendum to Existing Franchise Agreement ("**Test Shop Addendum**") (**Exhibit H** to this Disclosure Document) and will operate the Test Shop, in addition to continuing its other existing Scoop Shop(s), under the terms of its existing franchise agreement and the Test Shop Addendum. If the franchisee desires to continue operating the Test Shop beyond the term of the Test Shop Addendum, and we approve the Test Shop to become a permanent Scoop Shop, then we and the Franchisee will enter into a separate Franchise Agreement for that location.

Development Agreement

We also may offer a development agreement (the "**Development Agreement**") to qualified, multiple-unit operators, who will commit to developing a minimum of three Scoop Shops. If you sign a Development Agreement, we will grant you the right to establish an agreed-upon number of Scoop Shops within specified geographic areas (each individual area is a "**Deposit Area**" and collectively these areas comprise the "**Development Area**"). Each Scoop Shop will operate under the terms of a separate Franchise Agreement. You must obtain site authorization for each Scoop Shop site, and establish Scoop Shops under a development schedule that we will include as an exhibit to the Development Agreement (the "**Development Schedule**"). We do not enter into Development Agreements for Satellite Shops.

The Franchise Agreement for the first Scoop Shop to be developed under the Development Schedule will be in the form attached to this Disclosure Document as **Exhibit D**. The Franchise

Agreement for each Scoop Shop you later develop will be in the form of the Franchise Agreement we are offering to new franchisees under the System at the time you exercise your development rights for a particular Scoop Shop.

Co-Branded Shops

We currently do not have a formal co-branding program, that is, a program giving franchisees the option of operating a Scoop Shop together with any other branded business from the same location. We may offer this option in the future.

Manager-to-Franchisee Pathways Program

For Ben & Jerry's Scoop Shop managers that are pursuing franchise ownership, we have a Manager-to-Franchisee Pathways Program that waives certain baseline requirements for franchise applicants and offers certain benefits and incentives, including a waiver or reduction of initial franchise fees, a period of royalty waivers, reimbursement for approved learning and development expenses, and customized training and support from our retail operations corporate team. Qualification for this program is evaluated on a case-by-case basis and managers must meet certain criteria to be considered for the program. As of the issuance date of this disclosure document, such criteria include (i) a minimum equity/ownership interest of 20% in the franchise; (ii) a minimum of 1-year experience as a Ben & Jerry's Scoop Shop manager; (iii) demonstrated System participation (*e.g.*, attendance at Franchise Annual Meeting, participation in Systemwide calls, etc.); and (iv) a demonstrated commitment to and understanding of Ben & Jerry's three-part mission (as described in this **Item 1**, above). This program may be modified without notice at any time and we may establish and/or eliminate any benefits as we deem in the best interests of the System.

Competition and Business Disruption

The market for retail businesses that feature and serve ice cream is developed and is intensely competitive based on factors such as location, price, service, and product quality, and is often affected by changes in seasons, consumer taste, economic conditions, population, advertising, and travel patterns. You can expect to compete with numerous ice cream, frozen yogurt, and snack food shops in a wide variety of service formats. We (and/or our affiliates) directly and indirectly sell and distribute, and license others to sell or distribute, under the Proprietary Marks: (i) prepackaged and other Products to institutional accounts, including through Ben & Jerry's Shops operated by contract feeders and food service providers at Institutional Facilities, and to restaurants; (ii) only prepackaged Products to retail outlets (including supermarkets, groceries, mom & pop shops, gourmet shops, convenience stores, and food carts) and non-food retail stores (including without limitation warehouse clubs, drug stores, and book stores); (iii) prepackaged and other Products to audiences at Special Events; and (iv) prepackaged and other Products (including gift merchandise) through mail order, toll-free numbers or the Internet (see **Item 12** for additional information regarding the activities that we may conduct).

As described previously, we and/or our affiliates sell, distribute and/or license others to sell pre-packaged ice cream and yogurt products and frozen novelty desserts. In the event their sales are in your area, whether through grocery stores, convenience stores, retail outlets, or other means,

you may appear to (or actually) compete with them. Also, because one or more of our affiliated entities (for example, Breyers) may sell ice cream and frozen desserts to restaurants, you may also appear to (or actually) compete with those restaurants as well.

Regarding business disruptions, global events such as pandemics, wars and natural disasters can impact your business. For example, the COVID 19 pandemic caused significant disruptions in customer demand, the supply chain for products and services, employee availability, and other aspects of operating a Scoop Shop. Moreover, inflation, local minimum wage laws and other circumstances beyond our and our affiliates' control can potentially increase the cost of labor and the production costs of the Products and other items that we require to be used, sold or offered in connection with the operation of a Scoop Shop. Accordingly, it is imperative to consider such factors when evaluating the Ben & Jerry's franchise offering.

Industry-Specific Regulations

You must comply with all local, state, and federal laws that apply to your Shop including health, sanitation, no smoking, EEOC, OSHA, discrimination, employment, and sexual harassment laws. The Americans with Disabilities Act of 1990 requires readily accessible accommodations for disabled people and therefore may affect your building construction, site elements, entrance ramps, doors, seating, bathrooms, drinking facilities, etc. You must also obtain real estate permits and licenses and operational licenses. You should consult with your attorney concerning these and other local laws and ordinances that may affect your Shop. You also must comply with all applicable laws, rules, and orders of any government authority concerning any public health crisis, which may require businesses in the food industry to materially modify, limit, or cease operations for period of time.

Our Mission and Core Values

It is important that any of our operators be aware that we and Homemade may be guided in our decisions by our "Mission" and "Core Values." The three parts of our Mission are: (i) Product: to make, distribute, and sell the finest-quality ice cream and euphoric concoctions with a continued commitment to incorporating wholesome, natural ingredients and promoting business practices that respect the Earth and the Environment; (ii) Economic: to operate the Company on a sustainable financial basis of profitable growth, increasing value for our stakeholders, and expanding opportunities for development and career growth for our employees; and (iii) Social: to operate the Company in a way that actively recognizes the central role that business plays in society by initiating innovative ways to improve the quality of life locally, nationally, and internationally. Through our Core Values, we are committed to: (i) honoring the rights of all people to live with liberty, security, self-esteem, and freedom of expression and protest, and to have the opportunity to provide for their own needs and contribute to society; (ii) achieving equity, opportunity, and justice for communities across the globe that have been historically marginalized, recognizing that this is tied to fair livelihoods that enable individuals, families, and communities to thrive; and (iii) a positive, life-giving environmental impact that restores degraded natural environments and enables increased diversity and abundance of ecosystems.

We combine issue advocacy strategies with traditional marketing techniques, budgets, channels, and insights to advance progressive social change in alignment with our Core Values. As our values and activism strategies (as they may evolve and change over time) do not resonate

with all consumers, it is important that any prospective operator give careful consideration to our corporate activism when evaluating the Ben & Jerry's franchise offering.

ITEM 2
BUSINESS EXPERIENCE

Unless otherwise noted, the following individuals perform their duties in South Burlington, Vermont.

Chief Executive Officer: Jochanan Senf

Mr. Senf became Chief Executive Officer of Ben & Jerry's Homemade in August 2025. Before that Mr. Senf was General Manager of Foods Germany and Vice President of Cooking Aids Europe for Unilever from July 2022 to August 2025. From January 2021 to June 2022, he was President of Nutrition Germany for Unilever.

Chief Operating Officer: Rebecca Robinson

Ms. Robinson became Chief Operating Officer of Ben & Jerry's Homemade in January 2025. Ms. Robinson served as Managing Director, Americas for Ben & Jerry's Homemade from May 2023 to December 2024. She also served as the Head of Marketing Operations, Americas for Ben & Jerry's Homemade from August 2019 to May 2023.

Global Head of Scooping & North America Associate Director: Dena Wimette

Ms. Wimette became Global Head of Scooping, NA Associate Director of Ben & Jerry's Homemade in April 2026. Ms. Wimette served as Director of Marketing for Pacha Soap Co. from November 2024 to January 2026. She served as the Director of Marketing for Lawson's Finest Liquids from June 2022 to October 2024. She also served as the Head of Product Innovation for Ben & Jerry's from July 2021 to June 2022.

Vice President: Venessa Vilar

Ms. Vilar has been our Vice President and the Chief Legal Officer for The Magnum Ice Cream Company since December 2025. Ms. Vilar formerly served as Ice Cream Group General Counsel for Unilever from January 2023 to November 2025 and as General Counsel Brazil and Latin America General Counsel for Personal Care from September 2019 to December 2022.

Vice President, Secretary and Director: Natalia Cavaliere

Ms. Cavaliere has been a Director since January 2022, Vice President since 2019 and Assistant Secretary from January 2019 to December 2025. Ms. Cavaliere has been Secretary since December 2025 and also serves as General Counsel – Americas for The Magnum Ice Cream Company since December 2025. Ms. Cavaliere performs her duties in Englewood Cliffs, New Jersey.

Treasurer: Catie Mayer

Ms. Mayer has been our Treasurer since December 2025 and the Head of Americas Finance Transformation for The Magnum Ice Cream Company since October 2024. Ms. Mayer formerly served as Head of Finance Ice Cream North America for Unilever from July 2022 to October 2024 and as Head of Customer Development Finance for Unilever from June 2021 to July 2022.

Sr. Contracts, Franchise Relations and Development Manager: Patrick Shank

Mr. Shank has been our Contracts Manager since April 2019 and Franchise Relations Manager since November 2021. Mr. Shank became our Development Manager in October 2025.

Retail Training Program Manager: Amanda Charron

Ms. Charron has served as our Retail Training Program Manager since August 2011.

ITEM 3
LITIGATION

PENDING LITIGATION

Ben & Jerry's Homemade, Inc., Class I Directors of Ben & Jerry's Independent Board v. Conopco, Inc. and Unilever PLC, United States District Court for the Southern District of New York, Case No.: 1.24-cv-08641-PKC**.**

On November 13, 2024, the Class I Directors of the Ben & Jerry's board of directors (the "**Class I Directors**") filed a complaint on their behalf and in the name of Ben & Jerry's Homemade, Inc. alleging that Conopco, Inc. and Unilever PLC (together, the "**Defendants**") breached the terms of the 2000 acquisition agreement (the "**Acquisition Agreement**"), as well as a mutual Settlement Agreement by and between the Class I Directors and Defendants (the "**Settlement Agreement**") in connection with previous litigation by and between them.

The Class I Directors filed a First Amended Complaint on January 27, 2025 (the "**First Amended Complaint**") adding new allegations and naming the independent directors as an additional plaintiff. The Class I Directors filed a Second Amended Complaint on April 4, 2025 (the "**Second Amended Complaint**") adding new allegations related to the resignation of Ben & Jerry's then-Chief Executive Officer. Defendants filed motions to dismiss the First Amended Complaint and Second Amended Complaint on March 19, 2025 and April 25, 2025, respectively.

Before the court issued a decision on Defendants' motions to dismiss, the Class I Directors on December 17, 2025, sought leave to file yet another amended complaint and expressed an intention to seek a temporary restraining order and an injunction, enjoining Ben & Jerry's from holding any board meetings without the participation of the former Class I Directors. On December 18, 2025, Ben & Jerry's Foundation, Inc. (the "**Foundation**") filed a motion for leave to file a motion to intervene in the ongoing litigation between Plaintiffs and Defendants. Defendants opposed the motion for leave to amend and to intervene. The Court granted Plaintiffs' and the Foundation's motion, set an expedited briefing schedule for Defendants' Motion to Dismiss, waived the requirement that Defendants seek leave to file a motion to dismiss, and advised that it would rule expeditiously on the motion. On April 10, 2026, Plaintiffs filed a Third Amended Complaint (the "**Third Amended Complaint**") adding the Foundation as a Plaintiff and Ben & Jerry's Holdco, LLC and The Magnum Ice Cream Company as Defendants, and making some additional amendments to the claims and factual allegations. On the same day, Plaintiffs filed a motion for a temporary restraining order, seeking to enjoin Defendants from proceeding with a board meeting in the absence of the Class I Directors and from enforcing the amendments to the Bylaws and Articles of Amendment, filed in December 2025. On April 13, 2026, Defendants filed opposition

to the motion, and on April 14, 2026, after oral argument on the motion, the Court denied Plaintiffs' request for a temporary restraining order and all requests for injunctive relief; the Court also set a schedule for discovery and for the filing of any further amended complaints. On May 7, 2026, Plaintiffs filed a Fourth Amended Complaint (the "**Fourth Amended Complaint**"). On May 18, 2026, Defendants filed a motion to dismiss all but two narrow claims of the Fourth Amended Complaint; a ruling is not expected for several months from the date of this Disclosure Document.

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Dana Hughes v. Ben & Jerry's Homemade, Inc., Superior Court for the State of California, Case No. 25STCV01128.

On January 15, 2025, Dana Hughes ("**Plaintiff**") filed a complaint against Ben & Jerry's Homemade, Inc. ("**Homemade**") alleging that Defendant's marketing practices violate California's Trap and Trace Law. Specifically, Plaintiff alleges that Homemade partnered with TikTok to install software on its website to identify the location, source and identity of consumers. Homemade has filed a challenge to the complaint and Plaintiff filed a Request for Dismissal on October 29, 2025. A final ruling by the court is pending.

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Center for Environmental Health v. Aesop USA, Inc. Superior Court for the State of California, County of San Francisco, Case No. CGC-25-623997.

On July 21, 2025, The Center for Environmental Health ("**Plaintiff**") filed a complaint against numerous businesses (collectively, the **"Defendants"**), including Ben & Jerry's Homemade, Inc. ("**Homemade**"), alleging that Defendants knowingly and intentionally exposed individuals in California to Bisphenol S ("**BPS**") by using thermal receipt paper coated with BPS in Defendants' normal course of business in violation of California Proposition 65.

Homemade is seeking dismissal of the complaint as it does not control the procurement of thermal receipt paper at any of its franchised locations.

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Mittal v. Unilever PLC, et al., United States District Court for the Northern District of California, Case No. 4:26-cv-02660.

On March 26, 2026, Anuradha Mittal ("**Plaintiff**"), former chair of Ben & Jerry's independent board of directors, filed a complaint against Unilever PLC and The Magnum Ice Cream Company N.V ("**Defendants**") alleging that Defendants defamed Plaintiff and disclosed information that portrayed Plaintiff in a false light. Plaintiff also filed a First Amended Complaint on May 8, 2026, which named and added Jochanan Senf, CEO of Ben & Jerry's Homemade, Inc., as a Defendant and added factual allegations to amplify the claims for defamation, intentional infliction of emotional distress, and false light.

These complaints were only recently filed. As such, we anticipate that answers to the complaints containing denials of the allegations or a motion to dismiss soon will be filed.

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CONCLUDED LITIGATION

Dovid Tyrnauer v. Ben & Jerry's Homemade, Inc., United States District Court for the Southern District of New York, White Plains Division, Case No. 1:23-cv-01877. On March 3, 2023, Dovid Tyrnauer ("**Plaintiff**") filed a purported class action complaint against Ben & Jerry's Homemade, Inc. ("**Homemade**"), alleging that Plaintiff and the proposed class were harmed because, had they known that the products sold by Ben & Jerry's were produced via supply chains that may contain migrant child labor, they would not have bought these products at all or would have been willing to only pay a fraction of what they actually paid. In making the complaint, which accuses Homemade of breach of warranty and deceptive business practices, Plaintiff relies on a New York Times article (Hannah Dreier, "Biden Administration Plans Crackdown on Migrant Child Labor," (Feb. 27, 2023), at https://www.nytimes.com/2023/02/27/us/biden-child-labor.html).

On June 12, 2023, Plaintiff filed its First Amended Complaint. On August 11, 2023, the case was transferred to the United States District Court for the District of Vermont (Case No. 2:23-cv-00299-cr). Homemade filed a motion to dismiss Plaintiff's First Amended Complaint and the Court granted this motion and dismissed the case on August 27, 2024.

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Ben-Ami and Spiegelman Class Action

Ido Ben-Ami v. Ben & Jerry's Homemade, Inc., Class Action No. 45950-07-21 (Central Dist. Ct. of Israel), filed on July 21, 2021 (the "**Ben-Ami Case**"); and Rebecca Spiegelman v. Ben & Jerry's Homemade, Inc., Class Action No. 46391-07-21 (the "**Spiegelman Case**")).

The named plaintiffs in the Ben-Ami Case and the Spiegelman Case asserted that Ben & Jerry's Homemade, Inc.'s ("**Homemade's**") July 19, 2021 announcement that it would cease to sell products in the disputed territories was a violation of Section 3(a1) of the "Prohibition of Discrimination in Products, Services, and Entry to Public Places Law, 2000" In the Ben-Ami Case, the named plaintiff sought an order requiring Homemade to withdraw its announcement, and made a personal claim of NIS 100 (approximately USD$30), and the class's total claim was NIS 14,000,000 (approximately USD$4,307,690). In the Spiegelman Case, the named plaintiffs sought an injunction that would restrain Ben & Jerry's Homemade, Inc. ("**Homemade**") from discriminating against the residents of the disputed territories and would force Homemade to market its products in an equal manner in Israel. The amount sought in the Spiegelman Case was a personal claim of NIS 100 (approximately USD$30) and the class's total claim is NIS 30,000,000 (approximately USD$9,230,770).

On December 16, 2021, the Ben-Ami and Spiegelman plaintiffs (referred to hereafter as the "**Applicants**") moved together to submit a unified motion to certify a class action under the Israeli Class Action Law. At the same time, the Applicants moved to amend their motion to certify a

class action in order to add a claim under Israel's "**Anti-Boycott Law**". On December 29, 2021, Homemade objected to the motions to unify and amend, arguing that (a) it would overburden Homemade to defend against two separate Applicants; and (b) because no "dealer-customer" relationship or consumer relationship exists between Homemade and the Applicants, a claim under the Anti-Boycott Law could not be adjudicated in the framework of the Israeli Class Actions Law.

On January 16, 2022, the Applicants responded, making arguments that a) striking down one motion would be detrimental to the other represented class; (b) amendments of motions to certify class actions an early stage should be adjudicated with a liberal approach; and (c) a claim under the Anti-Boycott law should have been raised in Homemade's response to the motion to certify the class action.

In June 2022, the parties in the Avi Avraham Zinger and American Quality Products Ltd. v. Ben & Jerry's Homemade, Inc., Unilever United States, Inc. and Conopco, Inc., case, described below, reached an agreement with regard to the distribution of Ben & Jerry's products in Israel and the disputed territories, thereby nullifying the Applicants' claims. In November 2022, the Applicants petitioned the court to withdraw their motion for approval of class certification and to order the dismissal of the individual claims of the Applicants pursuant to an agreement reached by the parties, and in December 2022, the Ben Ami Case and the Spiegelman Case were settled for a combined nominal amount of $25,000, to be split equally, and were subsequently dismissed.

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Avi Avraham Zinger and American Quality Products Ltd. v. Ben & Jerry's Homemade, Inc., Unilever United States, Inc. and Conopco, Inc., United States District Court for the District of New Jersey, Case No.: 22:22-cv-01154-KM-JBC**.**

On March 3, 2022, a licensee of Homemade, American Quality Products Ltd. and its predecessors (collectively, "**AQP**"), as well as AQP's owner, Avi Zinger ("**Zinger**") (with AQP and Zinger being collectively referred to herein as "**Plaintiffs**"), filed an action to prohibit the termination of Plaintiffs' license agreement with Homemade and Unilever (comprised of Unilever United States, Inc. and Conopco, Inc.) and to declare the termination unlawful. In this case description, "**Defendants**" refers to Homemade and Unilever.

In June 2022, the parties settled the case upon reaching a new business arrangement pursuant to which Ben & Jerry's products will be sold under its Hebrew and Arabic names throughout Israel and the West Bank under the full ownership of AQP.

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Other than the above actions, no other litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

There is no bankruptcy information required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Preliminary Agreement Deposit

If you will operate a Scoop Shop (which is not developed and operated under a Development Agreement), you will sign a Preliminary Agreement before you sign the Franchise Agreement. When you sign the Preliminary Agreement, you must pay us a non-refundable deposit (the "**Preliminary Agreement Deposit**"), which will be applied to your initial franchise fee. For new franchisees, the Preliminary Agreement Deposit will be $10,000; for existing franchisees, the Preliminary Agreement Deposit will be $5,000. You must locate a site during the "**Evaluation Period**," which is a period of twelve (12) months from the signing of the Preliminary Agreement. You may request up to two (2) six-month extensions of the Evaluation Period – each extension will be for an additional six-month period. A request for an extension of the Evaluation Period must be made to us, in writing, at least thirty (30) days prior to the expiration of the then-current Evaluation Period.

We do not require you to sign a Preliminary Agreement if you are an existing franchisee opening additional locations, or if you are entering into a franchise agreement in connection with a Development Agreement with us.

Initial Franchise Fee

Scoop Shops

When you sign a Franchise Agreement for a Scoop Shop you must pay us the initial franchise fee, which is $39,500, except in the circumstances described below. If you are an existing franchisee and you enter into a Franchise Agreement for an additional Scoop Shop, your initial franchise fee will be $19,750. The initial franchise fee is earned and non-refundable in consideration of administrative and other expenses we incur in entering into the Franchise Agreement. If you signed a Preliminary Agreement, the Preliminary Agreement Deposit (as defined above) will be credited toward the initial franchise fee.

As described in **Item 1**, Scoop Shops will generally be for a term of 10 years. We may, however, in certain circumstances agree to offer Scoop Shop franchises for shorter terms. If we agree to a shorter term, then the initial franchise fee due for that Scoop Shop will be an amount equal to $39,500 prorated according on the number of years in the term (for example, for a Shop with a 5-year term, the initial franchise fee will be $19,750). The Reduced Term Addendum that will be signed for any Scoop Shop with a term shorter than 10 years will specify the amount of the initial franchise fee. Unless otherwise stated, any references to initial franchise fees in this Disclosure Document assume that the franchise for a Scoop Shop is for 10 years.

We may reduce, defer or waive the initial franchise fee for other Ben & Jerry's Shops that require an entry fee to obtain a site or when a unique or compelling situation warrants. During our last fiscal year ended December 31, 2025, we had a range of initial fees of $0 to $39,500. The reduction in initial fees was due to franchisee candidates that qualified for our then-current incentive programs.

Satellite Shops

If you enter into a Satellite Addendum with us, the initial satellite fee is $**8,000** and is earned and non-refundable in consideration of administrative and other expenses we incur in entering into the Franchise Agreement and Satellite Addendum.

Test Shops

If you are an existing franchisee and we approve you to operate a Test Shop, then you will sign a Test Shop Addendum to Existing Franchise Agreement and pay us a test fee of $2,500 (if you already have more than one Scoop Shop, the Test Shop Addendum will apply to the Franchise Agreement that you most recently signed). The test fee is earned and non-refundable in consideration of administrative and other expenses we incur in entering into the Test Shop Addendum. As described in **Item 1**, if you desire to continue operating the Test Shop beyond the term of the Test Shop Addendum and we approve your Test Shop to become a permanent Scoop Shop, then we will enter into a separate Franchise Agreement for that location. We will then credit the test fee that you paid toward the initial franchise fee due under the Franchise Agreement.

Development Fees and Franchise Fees For Scoop Shops under a Development Agreement

If you sign a Development Agreement, the amount of the initial franchise fee(s) for the Scoop Shops that you will develop will depend upon whether you are already an existing franchisee under our System at the time you sign the Development Agreement. The initial franchise fee(s) and Development Fee (as defined below), for a new franchisee in our System prior to signing a Development Agreement, will be $39,500 for the first Scoop Shop, and $19,750 for the second and each additional Scoop Shop. If you are an existing franchisee in our System, the initial franchise fee(s) and Development Fee will be $19,750 for the first Scoop Shop, and $16,000 for the second and each additional Scoop Shop.

Upon signing the Development Agreement (regardless of whether you were already a franchisee in our System prior to entering into a Development Agreement), you must pay us a development fee ("**Development Fee**"). For new franchisees, the Development Fee is equal to $15,000 for the first Scoop Shop to be developed plus $7,500 for each additional Scoop Shop specified in the Development Schedule of your Development Agreement. For existing franchisees, the Development Fee is equal to $10,000 for the first Scoop Shop to be developed plus $5,000 for each Scoop Shop s specified in the Development Schedule of your Development Agreement. The Development Fee is earned and non-refundable regardless of whether you enter into Franchise Agreements for those Scoop Shops, in consideration of administrative and other expenses we incur in entering into the Development Agreement.

If you meet your obligations under the Development Agreement and are not otherwise in default under any other agreement with us, as you sign Franchise Agreements for the development and operation of each Shop under the Development Schedule, we will credit the portion of the Development Fee that you paid on account of such Shop, towards payment of the initial franchise fee due for that Shop (the amount of each initial franchise fee will be determined according to the schedule of fees described above). You will pay us the balance of the initial franchise fee due for a particular Shop at the time you sign the Franchise Agreement for that Shop.

Before entering into the Development Agreement, we will review and discuss with you the proposed geographic areas that will be the deposit areas ("**Deposit Areas**"), which will comprise the Development Area. We will then determine and specify the required number of Scoop Shops that you must develop under the Development Agreement. Also, the Development Schedule will contain the required number of Stores and the time frames in which the Scoop Shops must be developed. We will specify the Development Schedule before you sign the Development Agreement. The factors that influence the minimum number of required Stores include projected market demand, the size of the Development Area, economic and demographic factors in that area, your financial and other capabilities, and the duration of the Development Agreement.

Additionally, if either (a) during the term of your Development Agreement, and you are in compliance with the Development Schedule, or (b) within one year of the successful completion of your Development Schedule and expiration of your Development Agreement, you wish to develop and operate additional Shops, you may request our approval. If we approve your request during the term of your Development Agreement, we will amend the Development Agreement to reflect the additional Shops and changes to the Development Schedule. The initial franchise fee that you must pay for those additional Shop(s) will be determined by considering such additional Shops as the next Shops to be developed and operated under the Development Schedule (as extended to account for the additional Shop).

Except as otherwise described above, all fees are payable in lump sum.

Incentive Program

Manager-to-Franchisee Pathways Program

For Ben & Jerry's Scoop Shop managers that are pursuing franchise ownership, we offer a waiver of initial franchise fees (such waiver is intended for managers will own 100% of the franchise), up to a 2-year period of royalty waivers (a 2-year royalty waiver shall be applicable to managers that acquire at least 50% equity/ownership of a franchise in the aggregate; a 1-year royalty waiver shall be applicable to managers that acquire between 20-50% equity/ownership of a franchise in the aggregate) and reimbursement for approved learning and development expenses (e.g., attending Ben & Jerry's Franchise Annual Meeting). Qualification for this program is evaluated on a case-by-case basis and managers must meet certain criteria to be considered for the program. As of the issuance date of this disclosure document, such criteria include (i) a minimum equity/ownership interest of 20% in the franchise; (ii) a minimum of 1-year experience as a Ben & Jerry's Scoop Shop manager; (iii) demonstrated System participation (*e.g*. attendance at Franchise Annual Meeting, participation in Systemwide calls, etc.); and (iv) a demonstrated commitment to and understanding of Ben & Jerry's three-part mission (see **Item 1**, above). This program may be modified without notice at any time and we may establish and/or eliminate any benefits as we deem in the best interests of the System.

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ITEM 6
OTHER FEES

OTHER FEES

Type of Fee[1/]	Amount	Due Date	Remarks
Royalty	Varies, but will not exceed 5% of Gross Sales[2/] Current: Royalty: 3%	15th day of each month on the Gross Sales for the prior month [3/]	We may change royalty fee upon reasonable notice to you.
Advertising Obligations [4/ 5/]	*Total:* Varies but total will not exceed 4% of Gross Sales [4/] *Current Allocation:* Local Advertising and Promotion: 2%[4A/] Fund contributions: 2%[4B/] Cooperative Contributions: none[4C/]	Same as royalty [3/]	We may change the allocation between expenditures on local advertising, and contributions to the Fund and/or a Cooperative. See Notes 4 and 5 and **Item 11** for further details.
Transfer Fee	$7,000	Prior to transfer	If the transfer is to a corporation (or other legal entity) you (as the original franchisee) form for the convenience of ownership, the transfer fee is reduced to $3,000
Renewal Fee	$12,000 for a Scoop Shop and $5,000 for a Satellite Shop[6/]	Prior to renewal	
Training for New or Replacement Manager(s)	Our then-current fee for Scoop U Training (currently $1,800)	Prior to attending training	Following the training of your initial manager, we may impose a training fee for any new or replacement manager
Refresher Training	Our then-current fee for Refresher Training (currently $0)	Prior to attending training	If we require you, your manager or your employees to attend refresher training, you may be charged a reasonable fee. As of the date of this Disclosure Document, we are not

Type of Fee[1/]	Amount	Due Date	Remarks
			charging a fee for Refresher Training, but we may do so in the future, at our discretion
Audit by Franchisor	Cost and expenses connected with inspection and audit (including travel, lodging, and wage expenses, and reasonable accounting and legal costs)	Upon demand	Payable if audit reveals understatement of 3% or more in the financial reports you delivered to us
Re-Inspection Fee	Will vary under circumstances	Upon demand	You must reimburse us for travel expenses and room and board for our representatives if we determine based on an unsatisfactory inspection that re-inspection is required
Interest on Overdue Payments	1.5% per month, or maximum rate permitted by law	Upon demand	Payable on overdue amounts. As of the date of this Disclosure Document, we are not charging such a fee but we may do so in the future, at our discretion.
Fee on Returned Checks	Our then-current fee for returned checks (currently $0)	Upon demand	We may charge a reasonable fee if a check that you submit to us for any monies owed to us is declined by the bank. As of the date of this Disclosure Document, we are not charging such a fee but we may do so in the future, at our discretion.
Insurance Procurement	Cost of procuring insurance for you	Upon demand	Payable if you fail to procure insurance and we do it for you
Relocation Fee	$3,000	Upon demand	Payable if you relocate your Shop. See **Item 12** for information regarding the conditions for

Type of Fee[1/]	Amount	Due Date	Remarks
			obtaining our approval to relocate the Shop
Securities Offering	Will vary under circumstances	Upon demand	Payable to reimburse us for actual costs (including legal and accounting fees) in evaluating your proposed offering
Costs and Attorneys' Fees	Will vary under circumstances	Upon demand	You must reimburse us for our expenses in enforcing or terminating the Franchise Agreement
Indemnification	Will vary under circumstances	Upon demand	You must reimburse us for claims arising from your operation of the Shop
National Convention Registration	Will vary	Prior to attending a national convention	We require that you (or a designated full time employee) attend the national convention that occurs after the opening of your Shop. Thereafter, you may not miss more than 2 consecutive national conventions. You will be responsible for your expenses in attending the conventions and we may charge a registration fee for each convention.[8/]
Refurbishment Expense	In the range of $5,000 - $15,000 for required changes	Typically, you will have one year to complete required updates.	No more than once every five (5) years, we may require that you refurbish and update your Shop to match our then-current standards (e.g., structural changes, installation of new equipment and signs (including, without limitation, menu board systems), remodeling, redecoration, and modifications to existing improvements).

Type of Fee[1/]	Amount	Due Date	Remarks
Product and Supplier Evaluation and Testing Fee	Cost and expenses incurred by us in connection with the product/supplier evaluation and testing	Upon Demand	If you wish to purchase any equipment, supplies, services, or products from suppliers other than those previously approved by us, you must first submit to us the relevant information and samples of such proposed items. We will then have the right to inspect such items and/or supplier's facilities, and require that any proposed items be delivered for evaluation and testing either to us or to an independent testing facility designated by us.
Point of Sale (POS) SaaS License Fee	Will vary depending on POS vendor Currently: $100 per month	15th day of each month on the Gross Sales for the prior month	You are responsible for the payment of any applicable monthly POS license fees although we may act as your agent and prepay the POS provider directly to ensure that the POS license remains active during the term of your Franchise Agreement.
Technology Fee	Varies, but shall not exceed $3,500 annually Currently: $0 per month	Upon Demand	We may in the future charge a monthly Technology Fee to cover costs associated with the implementation and/or maintenance of certain technologies required in connection with operating Scoop Shops and/or supporting the System.

Notes:

All fees described above are uniformly imposed and collected by us, and/or our affiliated entities or suppliers who may provide the described services. We reserve the right to modify our procedures for collection of the fees. Additionally, we reserve the right to collect past due

advertising contributions (including interest) by adding all or a portion of the past due amounts to the monies due for your purchases of Ben & Jerry's Products from us, our affiliates, or our suppliers. If we use this procedure, all monies collected by our affiliates and suppliers for collection of your past due monies will be remitted to us on your account. With the exception of a portion of the Transfer Fee (see **Note 7**, below), all fees are non-refundable.

1. Except where noted, all fees apply to both Scoop Shops and Satellite Shops.

2. "Gross Sales" means revenue from the sale of all Products and all other income, whether for cash or credit, of every kind and nature related to the Shop, Off-Premises Activities, On-Demand Sales and Mobile Vending, but excluding all sales taxes.

3. If the 15th is on a Saturday, Sunday, or holiday, the contribution will be due on the next business day. We may require that you pay your royalties and advertising fund contributions by cashier's check or EFT ("**Electronic Fund Transfer**"). Currently, we do not require that royalty and advertising fund contributions be made by a certain method; franchisees pay royalty and advertising fund contributions in the form that is most convenient for them.

4. The chart reflects the maximum required percentage amount that you may be required to spend and/or contribute on advertising, as described below in Notes 4A for local advertising and promotion, 4B for the Fund, and 4C for a Cooperative (together the "**Advertising Obligations**"), and our current allocation of the Advertising Obligations. During any time you are required to make contributions or expenditures, you must submit to us, by the 15th day of each month, a report describing the amount of money contributed or expended on advertising during the previous month. Additionally, you must retain, and as requested or specified in the Manual, submit bills, statements, invoices, or other documentation regarding your advertising or marketing activities. See **Item 11** under the subheading "Advertising" for more information. See also Note 5 regarding the advertising requirements of Existing Franchisees.

   (A) Local Advertising and Promotion. We may require you to spend during any year, for the purpose of local advertising and promotion, an amount that we specify (up to the maximum for Advertising Obligations described above). The exact amount of your local advertising and promotional expenditure will be specified by us in the Manual or otherwise in writing. We will provide you with a list of approved local marketing and promotional expenditures. You must submit for approval any proposed local marketing and promotional expenditure that has not been approved by us. You must participate in mandatory advertising and promotions that we develop from time to time, which will count towards your advertising requirement.

   (B) The Fund. As described in **Item 11**, we have established the Fund for national or system-wide advertising and promotion of the System. We may require you to contribute to the Fund in an amount determined by us (up to the maximum for Advertising Obligations described above).

(C) Cooperatives. We have the right to designate one or more geographical areas for the purpose of establishing a regional marketing and promotional fund or cooperative (each a "**Cooperative**"). If a Cooperative is in existence for the geographic area in which your Shop is located, we may require you to participate in and contribute to the Cooperative in an amount to be determined by us (up to the maximum for Advertising Obligations described above). At present, there are no Cooperatives in our System.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

ESTIMATED EXPENDITURES
FOR FULL-SIZED SHOPS (APPROXIMATELY 750-1200 SQ.FT)

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Preliminary Agreement Deposit[1/]	$5,000 - $10,000, to be credited towards initial franchise fees	Lump Sum	Upon Signing	Us
Initial Franchise Fee[2/]	$8,000 (for a Satellite Addendum); $19,750 to $39,500) for a Franchise Agreement)	Lump Sum	Upon Signing	Us
Plans, Development & Permits[3/]	$4,000 to $13,000	As Arranged	As Incurred	Design Firm, City and State Licensing Authority
Leasehold Improvements & Construction[4/]	$105,000 to $275,000	As Arranged	As Arranged	Contractor
Furniture, Fixtures, Equipment, Casework, and Smallwares[5/]	$85,000 to $165,000	As Arranged	As Incurred	Vendors
Signage[6/]	$6,000 to $22,000	As Arranged	As Incurred	Vendors
Professional Fees[7/]	$3,000 to $6,000	As Arranged	As Arranged	Attorney, Accountant, etc.

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
POS[8/]	$1,800 to $2,300	As Arranged	Prior to Installation	Suppliers or Us (as payment agent)
Online Ordering System Hardware	$1,000 to $1,500	As Arranged	Prior to installation	Suppliers or Us (as payment agent)
Internet Connectivity, and Telephone[8/]	$1,000 to $1,500	As Arranged	Prior to Installation	Suppliers and Vendors
Deposits[9/]	$3,000 to $8,000	As Arranged	As Incurred	Landlord, Vendors, Utility Providers
Initial Training[10/]	$1,000 to $3,000	As Arranged	As Incurred	Vendors
Inventory[11/]	$8,000 to $14,000	As Arranged	As Incurred	Vendors, Distributors, Suppliers
Insurance[12/]	$500 to $2,500	As Arranged	As Arranged	Insurers
Grand Opening Advertising[13/]	$3,000	As Arranged	As Incurred	Suppliers
Additional Funds (3 months)[14/]	$50,000 to $75,000	As Arranged	As Incurred	Employees; Distributors; Suppliers; Landlord; Utilities
TOTAL[15/]	**$280,300 to $631,300**			

ESTIMATED EXPENDITURES
FOR IN-LINE SHOPS (APPROXIMATELY 450-650 SQ.FT)

Type of Expenditure	Estimated Cost	Method of Payment	When Due	To Whom Payment is to be Made
Preliminary Agreement Deposit[1/]	$5,000 - $10,000 (to be credited towards initial franchise fees)	Lump Sum	Upon Signing	Us

Type of Expenditure	Estimated Cost	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee[2/]	$8,000 (for a Satellite Addendum); $19,750 to $39,500 (for a Franchise Agreement)	Lump Sum	Upon signing	Us
Plans, Development & Permits[3/]	$4,000 to $13,000	Lump Sum	As Incurred	Architect, City and State Licensing Authority
Leasehold Improvements & Construction[4/]	$65,000 to $135,000	As Arranged	As Arranged	Contractor
Furniture, Fixtures, Equipment, Casework, and Smallwares[5/]	$75,000 to $115,000	As Arranged	As Incurred	Vendors
Signage[6/]	$6,000 to $20,000	As Arranged	As Incurred	Vendors
Professional Fees[7/]	$3,000 to $6,000	As Arranged	As Arranged	Attorney, Accountant, etc.
POS[8/]	$1,800 to $2,300	As Arranged	Prior to Installation	Suppliers or Us (as payment agent)
Online Ordering System Hardware	$1,000 to $1,500	As Arranged	Prior to installation	Suppliers or Us (as payment agent)
Internet Connectivity, and Telephone[8/]	$1,000 to $1,500	As Arranged	Prior to Installation	Suppliers and Vendors
Deposits[9/]	$3,000 to $8,000	As Arranged	As Incurred	Landlord, Vendors, Utility Providers
Initial Training[10/]	$1,000 to $3,000	As Arranged	As Incurred	Us
Inventory[11/]	$6,000 to $10,000	As Arranged	As Incurred	Vendors, Distributors, Suppliers
Insurance[12/]	$500 to $2,500	As Arranged	As Arranged	Insurers
Grand Opening Advertising[13/]	$3,000	As Arranged	As Incurred	Suppliers
Additional Funds (3 months)[14/]	$50,000 to $75,000	As Arranged	As Incurred	Employees; Distributors;

Type of Expenditure	Estimated Cost	Method of Payment	When Due	To Whom Payment is to be Made
				Suppliers; Landlord; Utilities
TOTAL[15/]	**$228,300 to $435,300**			

ESTIMATED EXPENDITURES FOR
A KIOSK SCOOP SHOP (APPROXIMATELY 100-200 SQ.FT)

Type of Expenditure	Estimated Cost	Method of Payment	When Due	To Whom Payment is to be Made
Preliminary Agreement Deposit[1/]	$5,000 - $10,000 (to be credited towards initial franchise fees)	Lump Sum	Upon Signing	Us
Initial Franchise Fee[2/]	$8,000 (for a Satellite Addendum); $19,750 to $39,500 (for a Franchise Agreement)	Lump Sum	Upon signing	Us
Plans, Development & Permits[3/]	$3,500 to $12,000	Lump Sum	As Incurred	Architect, City and State Licensing Authority
Leasehold Improvements & Construction[4/]	$10,000 to $85,000	As Arranged	As Arranged	Contractor
Kiosk base cost – includes front and back counters, lighting, sinks, sneeze guards, and delivery[4/]	$60,000 to $85,000	As Arranged	As Incurred	Suppliers
Equipment, and Smallwares[5/]	$30,000 to $60,000	As Arranged	As Incurred	Vendors
Menu Board Systems[6/]	$4,000 to $8,000	As Arranged	As Incurred	Vendors

Type of Expenditure	Estimated Cost	Method of Payment	When Due	To Whom Payment is to be Made
Signage[6/]	$2,500 to $10,000	As Arranged	As Incurred	Vendors
Professional Fees[7/]	$3,000 to $6,000	As Arranged	As Arranged	Attorney, Accountant, etc.
POS[8/]	$1,800 to $2,300	As Arranged	Prior to Installation	Suppliers or Us (as payment agent)
Online Ordering System Hardware	$1,000 to $1,500	As Arranged	Prior to installation	Suppliers or Us (as payment agent)
Internet Connectivity, and Telephone[8/]	$1,000 to $1,500	As Arranged	Prior to Installation	Suppliers and Vendors
Deposits[9/]	$3,000 to $8,000	As Arranged	As Incurred	Landlord, Vendors, Utility Providers
Initial Training[10/]	$1,000 to $3,000	As Arranged	As Incurred	Us
Inventory[11/]	$6,000 to $10,000	As Arranged	As Incurred	Vendors, Distributors; Suppliers
Insurance[12/]	$500 to $2,500	As Arranged	As Arranged	Insurers
Grand Opening Advertising[13/]	$3,000	As Arranged	As Incurred	Suppliers
Additional Funds (3 months)[14/]	$50,000 to $75,000	As Arranged	As Incurred	Employees; Distributors; Suppliers; Landlord; Utilities
TOTAL[15/]	**$188,300 to $402,300**			

ESTIMATED EXPENDITURES UNDER A DEVELOPMENT AGREEMENT

Type of Expenditure	Estimated Cost	Method of Payment	When Due	To Whom Payment is to be Made
Development Fee	Varies[16/]	Lump Sum	Upon Signing	Us

We do not finance any of the initial investment payments. Except as otherwise described below, all payments are non-refundable.

Notes:

1. As described in **Item 5**, through our Manager-to-Franchisee Pathways Program, the Preliminary Agreement Deposit will be waived for certain qualified managers.

2. If you have paid a Preliminary Agreement Deposit, it will be applied toward the initial franchise fee due for your type of Shop upon signing the Franchise Agreement. You will not sign the Franchise Agreement and pay the initial franchise fee until a site has been authorized. As described in **Item 5**, if your Shop will have a term of fewer than 10 years, your initial franchise fee will be prorated based on the number of years in your initial term. Also, the initial satellite fee for a Satellite Shop is $8,000, subject to those restrictions described in **Item 5**. The test fee under a Test Shop Addendum is $2,500.

   If you signed a Development Agreement, you must pay a Development Fee, from which you may be entitled to a credit against the initial franchise fee for the Scoop Shops to be developed under the Development Schedule. Additionally, the initial franchise fees for Scoop Shops developed under a Development Agreement will vary. See **Item 5** for further detail regarding initial franchise fees and Development Fees.

   As described in **Item 5**, initial franchise fees for Scoop Shops, Satellite Shops and Test Shops will be waived if you qualify for our Manager-to Franchisee Pathways Program.

3. As described in **Item 11**, you must pay a design firm to prepare layout and dimensions and preliminary drawings, and to prepare final plans for construction based upon the standardized design and specifications that we provide. You may use a local design firm so long as the local design firm meets our qualifications. The cost of design, plans, and permits will vary depending on store type, building conditions, local, state, and federal requirements and the scope of work. Costs listed are average based on completing design work for a standard vanilla shell; sites not brought to vanilla shell basic standards will incur additional expenses. Local, municipal, county and state regulation may require that you obtain licenses and permits to operate the Shop. See **Item 11** under the heading "**Construction and Layout of Shop**" for additional information.

4. The cost of construction of the typical Shop will vary considerably depending on the size of the store, condition of the leasehold, cost of local financing and other local conditions, including labor costs, and materials as well as local building ordinances which may mandate higher construction costs. These costs are based on an estimated range of approximately $135 to $185 per square foot for each Shop. Costs may be significantly higher in certain areas of the country including but not limited to: large cities and metropolitan areas such as New York, Los Angeles, and others, as well as tourist areas and coastal regions. Also, if union labor is required or if a franchisee chooses, or is required to comply with specific design elements, these costs may increase beyond the estimate.

5. You must purchase certain items of equipment, including smallwares, fixtures, furniture and trade dress, in order to open and operate the Shop as required by our specifications. The costs will vary depending upon the location type and size of your Shop and the menu of products you will serve.

6. The cost of signs may vary depending on the type, number, size and location of the signs, and the requirements of the landlord. The location of some Shops may require additional signs and design work that may increase the costs beyond the estimate in this category. Also, some franchisees may request additional signage that may increase the costs beyond this estimate in this category. Exterior signage is frequently restricted by lease covenants and local zoning requirements. You should check these carefully. Exterior signage is subject to permits.

7. You should review the lease, Franchise Agreement, and a business plan with an attorney, accountant and/or other consultants.

8. As more fully described in **Item 11**, you are required to purchase a Ben & Jerry's approved point-of-sale system ("**POS System**") and enter into a purchasing contract for the system hardware, software/software license, configuration, credit card, gift card, Dashboard, and help desk. The POS vendor provides integrated and PCI compliant credit card and gift card processing. If contracted, credit card processing and interchange fees are paid directly to the vendor. If you do not contract with the POS vendor to process credit cards, you will need to purchase the hardware, software and support for processing credit/debit/cards on your own (pricing will vary). You should note that our Manual requires that all locations that accept credit card payments must comply with the requirements of the Cardholder Information Security Program ("**CISP**") promulgated by Visa®, including compliance with all requirements mandated by the Payment Card Industry ("**PCI**"). You must also enter into a purchasing contract for the POS SaaS based software and support, and contract with local service provider(s) for the installation of cable or DSL internet access, and phone line.

   The POS equipment includes: POS terminal or POS stand and Tablet, cash drawer, receipt printer, phone line, and internet connectivity.

   The POS license includes the monthly SaaS (software as a service – which is currently $100 per month per location). This includes access to Square Priority Support Services, POS software, Dashboard access, and Employee Management.

   The total cost of the equipment, software, configuration, and Dashboard is approximately $1,800-$2,300 (depending on POS hardware type) plus tax. All items described in this paragraph will be payable to an approved supplier or vendor.

   In addition to the POS System, you are required to purchase hardware to support online ordering (which can include orders for cakes, catering and on-demand delivery). You can expect to pay approximately $1,000-$1,500 for such hardware, which includes an iPad, printer and stand.

   In addition to the POS System and license costs, you can expect $1,000-$1,500 for a telephone system, DSL or cable internet access and related installation, wi-fi and wiring costs. In the event DSL or cable internet access is not available, alternative connectively costs will be higher.

9. This estimate is for certain deposits required by landlords, utilities, and other vendors.

10. Training expenses will vary, depending on factors such as the number of people attending the training program, the cost of travel to the training site, and the cost of food and accommodations while in attendance. The training costs estimated are for airfare, rental car, hotel, and meals, but do not include other items such as wages or salaries.

11. You will be required to purchase sufficient inventory to open and operate the Scoop Shop under our specifications. The cost of opening inventory will vary, depending on factors such as the size and location of the Scoop Shop, and any planned promotional activities.

12. You must obtain certain types and amounts of insurance; see **Items 6** and **8** for details. Insurance costs will vary depending upon several factors, including the size and location of the Shop. Insurance deposits may be required by your insurance company, for your liability insurance, and workers compensation.

13. You must conduct a "**Grand Opening**" event within 90 days of opening your Scoop Shop. You must spend an amount up to $3,000 on activities as outlined in our Grand Opening program outlined in the Operating Manual. Your expenses may vary depending on various factors, including the size of your market and relative advertising costs in your area. Expenses that you may count toward your required Grand Opening expenditures include your costs (or fees paid to third parties) to implement and use any public relations templates that we may provide, implementation of items outlined in the Grand Opening Guidebook (which is part of the Manual), marketing efforts for the event, entertainment provided at the event, and the cost of product that you discount or give away at the event. Upon our request, you must provide our support team representative with documentation outlining the schedule for your grand opening event and related promotional activities and evidencing the associated costs and expenses that you incurred. The Grand Opening advertising requirements are in addition to your ongoing Advertising Obligations (see **Item 6** for additional information regarding the Advertising Obligations). Upon review of your Grand Opening, we may reimburse your costs up to $3,000, if your Grand Opening takes place within 90 days of the opening of your Scoop Shop, as required by your Franchise Agreement. See **Item 5** for information about incentive programs for new and existing franchisees.

14. You will need additional funds to support on-going expenses, such as payroll, rent, and utilities, to the extent that these costs are not covered by sales revenue. New businesses often generate a negative cash flow. We estimate that the amounts given will be sufficient to cover on-going expenses for the start-up phase of the business, which we calculate to be 3 months. This is only an estimate, however, and there is no assurance that additional working capital will not be necessary during the start-up phase or after.

15. The investments noted above are based on our estimates for the size of the Shops and the product line offered at the Shops. In some instances, the Shop will be located within another concept or in an institutional setting, which already provides certain leasehold improvements and storage facilities; also, Shops may vary by, for example, amount of customer seating or range of menu offerings. Each of these factors may affect the initial investment costs for any given Scoop Shop. These estimates do not include estimates for real estate purchases should you wish to purchase the property for your Shop.

Our estimate is based on the experience of Homemade (our direct parent company) and us with respect to franchised and company-owned Shops. Your costs will vary depending on how much you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for products and services; the prevailing wage rate; competition within your market; and the sales level reached by your Shop during the start-up phase.

16. If you sign a Development Agreement, your initial investment will be in the form of a non-refundable Development Fee. The Development Fee will a vary depending on (a) whether you are a new franchisee or are an existing franchisee; and (b) the number of Scoop Shops you wish to develop.

If you are a new franchisee to the System, the Development Fee will be equal to $10,000 for the first Scoop Shop, plus $5,000 for the second and each additional Scoop Shop (*e.g.*, if you are new franchisee and are developing three Scoop Shops, your Development Fee will equal $20,000). If you are an existing franchisee of the System at the time of the signing of the Development Agreement, the Development Fee will be equal to $5,000 multiplied by the number of Scoop Shops specified in the Development Schedule of your Development Agreement (e.g., if you are an existing franchisee and are developing three Scoop Shops, your Development Fee will equal $15,000).

As noted in **Item 5**, if you meet your obligations under the Development Agreement and are not otherwise in default under any other agreement with us, as you sign Franchise Agreements for the development and operation of each Shop under the Development Schedule, we will credit the portion of the Development Fee that you paid on account of such Shop, towards payment of the initial franchise fee due for that Shop (the amount of each initial franchise fee will be determined according to the schedule of fees described above). You will pay us the balance of the initial franchise fee due for a particular Shop at the time you sign the Franchise Agreement for that Shop.

The remaining initial investment for each individual Scoop Shop is reflected in the other charts appearing above, and will depend on the type of Scoop Shop you wish to develop (*i.e.*, Full-Sized, In-Line or Kiosk).

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Ben & Jerry's Products, Proprietary Software, Trade Dress and Shop Design

You must purchase the Ben & Jerry's Products (as defined in **Item 1**) for your Shop that have been manufactured by Homemade (our direct parent company) as we determine in our sole discretion. At present, you must purchase the Ben & Jerry's Products directly from our designated independent distributors for your Shop. We have negotiated purchase arrangements with our suppliers, vendors and distributors for our franchisees. We do not issue specifications for, or entertain requests for approval of, Ben & Jerry's Products.

We have the right to, and in many instances we do, designate a single supplier for any equipment, supplies, services, or products and to require you to purchase exclusively from such approved supplier, which exclusive designated supplier may be us or an affiliate.

Also, you must purchase or lease, as we direct, proprietary graphics and trade dress (including videos, posters, banners, graphics, menu boards and strips, and specialty strips) for the Shop (the "**Trade Dress**") and proprietary non-ice cream food items, paper, plasticware, food, cleaning supplies, gift items, and equipment from suppliers that we have designated or approved in writing.

Additionally, as described in **Item 11** under the heading "Construction and Layout of the Shop," we have the right to designate approved suppliers of design, build and architecture services for Shops being developed. During any time that we have designated either or both a "**System Design Firm**" or a "**System Architect**" for the area in which your Shop will be located, you may be required to hire such designated System Design Firm(s) and System Architect(s) in developing your Shop. As of the date of this Disclosure Document, "Livit" (www.livit.design) is our designated System Design Firm that provides design and build services for Shops being developed.

None of our officers owns an interest or direct stock ownership in any of the approved suppliers used by Ben & Jerry's franchisees.

Non-Proprietary Products and Other Purchases

All Non-Proprietary Products sold or offered for sale at the Shop must meet our then-current standards and specifications and be approved by us prior to any use. Also, in addition to the Trade Dress described above, you must purchase, install, and use all fixtures, furnishings, equipment, décor, supplies, computer system hardware, point-of-sale system hardware, software, signs and materials as we may reasonably require in the Manual or other written materials. You must purchase all Non-Proprietary Products and other items solely from manufacturers, distributors and suppliers who demonstrate to our continuing reasonable satisfaction the ability to meet our responsible sourcing standards, criteria and specifications, who possess adequate quality controls and capacity to supply your needs promptly and reliably, and who have been approved by us in the Manual or otherwise in writing. You may not purchase, offer or sell any Products, or purchase, install, or use on the premises of your Shop, any fixtures, furnishings, equipment, décor, supplies, computer system hardware, point-of-sale system hardware, software, signs and materials that we have not previously approved as meeting our standards and specifications. We may be an approved supplier of some of such items. We may disapprove of Products and suppliers based on our desire to consolidate System purchases through fewer suppliers.

We may designate a single supplier, which may be us or one of our affiliates, for any products, equipment, supplies, or services, in which event you must purchase such items exclusively from the designated supplier. We and/or our affiliates may receive payments or other compensation from suppliers on account of the suppliers' dealings with us, you, or other Ben & Jerry's Shops in the System. We may use any amounts that we receive from suppliers for any purpose that we deem appropriate. We and/or our affiliates may negotiate supply contracts with our suppliers under which we are able to purchase products (including Products), equipment,

supplies, and services at a price lower than that at which our franchisees are able to purchase the same items.

Product and Supplier Approvals and Specifications

If you want to purchase unapproved products, or equipment, supplies, services, or Non-Proprietary Products (the "Non-Proprietary Item(s)") from other than approved suppliers, you must submit a request to us in writing, together with the samples or other evidence of conformity with our specifications as we reasonably require. We will have the right to require that our representatives be permitted to inspect the supplier's facilities, and that samples from the supplier be evaluated and tested by us or an independent testing facility designated by us. You must pay a charge not to exceed the reasonable cost of the evaluation and testing. We must, within 90 days after we receive your completed written request and completion of evaluation and testing of the proposed supplier and/or any such product or item, notify you in writing of our approval or disapproval of the proposed supplier and/or the item. If approved, you will be allowed to use the Non-Proprietary Item(s) for a test period of 6 months after which Ben & Jerry's will evaluate whether to approve the Non-Proprietary Item(s) for system-wide use, or decline the Non-Proprietary Item(s) for system-wide use.

We may revoke our approval of particular suppliers and/or Products, equipment, supplies, services, and other items when we determine that the supplier and/or Product or other item no longer meets our standards. When you receive written notice that we have revoked our approval of a supplier and/or Product or other item, you must stop purchasing from the disapproved supplier and/or stop selling or using the disapproved Product or other item. Our specifications for Non-Proprietary Products, equipment, supplies, services, and supplier approval are provided to you upon request; however, we have no obligation to make available to prospective suppliers, standards and specifications that we deem confidential. When approving suppliers, we consider ability to meet our then-current standards and specifications, quality controls and capacity to supply franchisees' needs promptly and reliably, and the possibilities for the System to take advantage of marketplace efficiencies. When approving Non-Proprietary Products, equipment, supplies, services, and other items we consider their conformity with our specifications, compatibility with our Ben & Jerry's Products, consistency with the desired image of our System, and availability to the System. We retain the sole control over the Products authorized for sale in our System and may deny our approval of a Product, equipment, supplies, services, or other item for any reason.

Marketing and Promotion

All marketing and promotion you use must be in the media and of the type and format that we approve. You must conduct the activities in a dignified manner, and they must conform to our standards. You must not use any marketing or promotional materials until you receive our written approval. You must submit samples of all marketing and promotional materials to us, for our prior approval (except as to prices you charge), if we have not prepared or previously approved the materials. If you do not receive written notice of disapproval within 10 days after the date we receive the materials, you may assume that we have approved them.

Insurance

You must obtain, before beginning any operations under the Franchise Agreement and must maintain in full force and effect at all times during the term of the Franchise Agreement, at your own expense, an insurance policy or policies protecting you and us. The policies must provide protection against any demand or claim relating to personal injury, death, or property damage, or any loss, liability or expense arising from the operation of your Shop. All policies must be written by a responsible carrier or carriers which we determine to be acceptable, must name us and our affiliates as an additional insured, and must provide at least the types and minimum amounts of coverage specified in the Manual as modified by us. Prior to the opening of your Shop, and on an annual basis thereafter, you must provide to us Certificates of Insurance showing the proper types and minimum amounts of coverage.

At the time of this Disclosure Document, we require the following types and minimum amounts of coverage:

Type of Coverage	Minimum Insurance Required
General Liability	$2,000,000 general aggregate $2,000,000 products/completed operations aggregate $2,000,000 personal & advertising injury $2,000,000 each occurrence $50,000 fire damage $10,000 medical expense
Worker's Compensation	$500,000/$500,000/$500,000

Note that if you operate an Authorized Warehouse pursuant to a Warehouse Addendum, you will also be required to carry insurance in amounts that we may designate for your Off-Premises Activities and Mobile Vending and for any associated vehicles.

Leases

If you will operate a Shop and will occupy the premises under a lease, you must, before executing the lease, submit the lease to us for our review to ensure the lease contains the required terms that we require, which are described in the Preliminary Agreement or Development Agreement.

* * * *

We estimate that your total purchases and leases that you must obtain from approved suppliers or distributors, or in accordance with our specifications will represent approximately 75% of your total purchases or leases in establishing your Shop, and approximately 80% of your total purchases or leases in the continuing operation of your Shop.

We do not require our franchisees to make any purchases or leases from us, and therefore we did not have any revenue from required sales or leases of products or services to franchisees in 2025. Our current practice is that Homemade (our direct parent company) manufactures Ben &

Jerry's Products and sells these products through distributors to various retail businesses, including our franchisees, as described above. Other than the distributors' purchases of Ben & Jerry's Products, Homemade does not receive payments (including rebates or commissions) in connection with suppliers' sales to our franchisees.

During Homemade's last fiscal year, ending December 31, 2025, Homemade's revenue from sales of required purchases of Ben & Jerry's Products (that is, Homemade's revenue from sales of Ben & Jerry's Products made through independent distributors to franchisees under the System) was approximately $21,211,376 based on Homemade's unaudited financial statements for its last fiscal year.

As noted above, during our last fiscal year, we did not sell or lease any products or services to our franchisees. We receive commissions from Homemade in connection with purchases by franchisees of Ben & Jerry's Products through distributors. The commission is determined as a percentage of Homemade's revenues earned on account of sales of Ben & Jerry's Products to our franchisees. The commission paid to us for 2025 was 20% of our Parent's net receipts from franchisee purchases of Ben & Jerry's Products.

Other than the revenues and commissions from Homemade described above, neither we nor our affiliated entities receive payment from suppliers based on purchases by franchisees. We do not have purchasing or distribution cooperatives.

We consider a variety of factors when determining whether to renew or grant additional franchises. Among the factors we consider is compliance with the requirements described above.

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	Section(s) in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	§§ 2 and 6 of Preliminary Agreement; §§ 3 and 5 of Development Agreement	Items 8 and 11
b. Pre-opening purchases/leases	§ 5 of Franchise Agreement; § 2.1 of Test Shop Addendum	Items 5, 7, and 8
c. Site development and other pre-opening requirements	§§ 5 and 7 of Franchise Agreement; ADA Certification; § 3 and Exhibit A of Development Agreement; § 2 of Test Shop Addendum	Items 8 and 11

Obligation	Section(s) in Agreement	Disclosure Document Item
d. Initial and ongoing training	§ 6 of Franchise Agreement; § 5 of Test Shop Addendum	Item 11
e. Opening	§ 5 of Franchise Agreement and § 8 of Satellite Addendum; § 3 and Exhibit A of Development Agreement	Item 11
f. Fees	§§ 4 and 12 of Franchise Agreement, §§ 5 and 6 of Satellite Addendum and § 2 of Reduced Term Addendum; § 1 of Preliminary Agreement; § 4 of Development Agreement; § 4 of Test Shop Addendum	Items 5, 6 and 7
g. Compliance with standards and policies/Operating Manual	§§ 7 and 9 of Franchise Agreement; § 2 of Test Shop Addendum	Items 8, 11, and 14
h. Trademarks and proprietary information	§§ 7, 8, 9 and 10 of Franchise Agreement; § 7 of Preliminary Agreement; § 1 of Development Agreement; § 1 of Warehouse Addendum	Items 13 and 14
i. Restrictions on products/services offered	§ 7 of Franchise Agreement; § 2 and Exhibit A of Test Shop Addendum	Items 5, 8, and 16
j. Warranty and customer service requirements	§ 7.1 of Franchise Agreement	Item 16
k. Territorial development and sales quotas	§§ Exhibits A and B of Development Agreement	Item 12
l. Ongoing product/service purchases	§ 7 of Franchise Agreement	Item 8
m. Maintenance, appearance and remodeling requirements	§ 7 of Franchise Agreement, § 9 of Satellite Addendum	Item 8
n. Insurance	§ 13 of Franchise Agreement; § 8 of Test Shop Addendum; § 12 of Warehouse Addendum	Items 7, and 8
o. Advertising	§§ 7 and 12 of Franchise Agreement; §10 and 11 of Warehouse Addendum	Items 6, 8, and 11
p. Indemnification/ Guarantee	§ 20 and Guarantee Provision of Franchise Agreement; § 12 and Guarantee of	Item 6

Obligation	Section(s) in Agreement	Disclosure Document Item
	Development Agreement; § 9 of Test Shop Addendum	
q. Owner's participation/ management/staffing	§§ 7 and 17 of Franchise Agreement	Item 15
r. Records/reports	§ 11 of Franchise Agreement; § 5.2 of Development Agreement; § 4.3 of Test Shop Addendum	Item 6
s. Inspection/audits	§§ 3.7 and 11 of Franchise Agreement; § 2 of Test Shop Addendum	Items 6 and 11
t. Transfer	§ 14 of Franchise Agreement; §14 of Satellite Addendum; § 7 of Development Agreement; § 7 of Test Shop Addendum; §13 of Warehouse Addendum	Item 17
u. Renewal	§ 2 of Scoop Shop Franchise Agreement; § 6 of Satellite Addendum	Item 17
v. Post-termination obligations	§ 16 of Franchise Agreement; §§ 6, 8 of Development Agreement; §16 of Warehouse Addendum	Item 17
w. Non-competition covenants	§ 17 of Franchise Agreement; § 8 of Development Agreement	Item 17
x. Dispute resolution	§ 26 of Franchise Agreement; § 12 of Preliminary Agreement; § 17 of Development Agreement	Item 17
y. Taxes/permits	§§ 5 and 19 of Franchise Agreement; § 10 of Development Agreement	Item 1

ITEM 10
FINANCING

We do not offer direct or indirect financing. We will not guarantee your note, lease, or obligation. We will not offer, issue or otherwise make available to you any form of trade credit for the Ben & Jerry's Products, or any other products or services, purchased from us.

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

We are required by the Preliminary Agreement, Franchise Agreement and Development Agreement to provide the following types of assistance to you before you open the Shop:

Preliminary Agreement

If you sign a Preliminary Agreement, we will provide the following types of assistance and services to you:

1. We will review your request for a location and preliminary design approval, if you will lease or sublease the premises. (Preliminary Agreement § 6)

2. We will also review the lease or sublease to ensure that the lease contains the provisions required in the Preliminary Agreement, and that the duration of the lease is the same as the term of your Franchise Agreement. (Preliminary Agreement § 7) The current form of required Lease Rider appears as **Exhibit J** to this Disclosure Document.

Franchise Agreement

Before you open the Shop, we will provide the following types of assistance and services to you:

1. We will make available standardized plans and specifications for the Shop, which will include prototype interior design and layout, fixtures, equipment, furnishings, and signs and graphics. We also have the right to designate one or more design firms and architectural firms for use by all franchisees developing new Ben & Jerry's Shops. (Franchise Agreement §§ 3.1 and 5.1)

2. We will provide our initial training program ("**Scoop University**," "**Scoop U**," or "**Scoop U Training**") for up to 3 trainees for any Scoop Shop within the first 6 months of opening. (Franchise Agreement § 3.2). In certain circumstances, Scoop U Training may occur virtually, with the curriculum modified accordingly.

3. We will provide on-site pre-opening and opening supervision and training as we deem advisable. (Franchise Agreement § 3.3)

4. We will provide you permission to access the Manual by electronic means (such as through the Ben & Jerry's Extranet) for the term of your franchise. (Franchise Agreement § 3.5)

Development Agreement

Before you open each Scoop Shop, we will provide the following types of assistance and services to you:

1. Authorize or deny your proposed site for each Scoop Shop. (Development Agreement § 3.2)

2. Provide you with limited site selection assistance as we deem advisable. (Development Agreement § 5.1)

Continuing Obligations

Franchise Agreement

During your operation of the Shop, we will provide the following assistance and services to you:

1. We will make available to you marketing and promotional materials, which may include print media materials, coupons, merchandising materials, sales aids, point-of-purchase materials, special promotions and similar marketing and promotional materials produced from contributions to the Fund. We may also make available to you, at our discretion, additional marketing materials not produced with contributions from the Fund. (Franchise Agreement § 3.4)

2. We will provide to you, as we deem appropriate, advice and written materials concerning techniques of managing and operating the Shop, suggested inventory and cost control methods, new developments and improvements in Shop layout and design, and new developments in products and marketing techniques. (Franchise Agreement § 3.6) In certain circumstances, Scoop U Training may occur virtually and curriculum will be modified accordingly.

3. We will conduct, as we deem advisable, inspections of the operation of the Shop. Such inspections do not replace your duty to supervise the day-to-day operation of the Shop and the performance of your employees. (Franchise Agreement § 3.7)

4. Subject to the Products and other items (e.g., spoons, cups, cones, etc.) required by us to be offered, sold or used ("**Other Items**") being readily available, we will seek to make available for purchase by you, either directly or indirectly from us, approved suppliers or distributors those Products and Other Items; provided, however, that we reserve the absolute unfettered right:

(a) to discontinue the availability (in whole or in any quantity) of particular Products and Other Items from time to time;

(b) to designate particular Products and Other Items for offer and sale at retail in limited geographic regions, demographic markets, or types of facilities and venues, or to otherwise limit the offer and sale at retail of any Product or Other Item in such manner and for such periods of time as we deem appropriate. This may include adjustments and deviations to reflect supply shortages (for whatever

reason), varying customer preferences, to conduct seasonal or regional promotions, and to determine the marketability of a Product or Other Item or the feasibility and desirability of offering a Product or Other Item for sale under the System;

(c) to require the return or disposal of Products and Other Items that we reasonably believe to be adulterated, tainted, contaminated, spoiled, unsafe, hazardous, expired, or otherwise unfit to be used for its intended purpose. We will reimburse you for the cost of any such returned or disposed of Products together with all reasonable costs paid by you to return such returned Products, provided that such did not become returned or disposed of as a result of an act or failure to act by you;

(d) to allocate in the manner, amounts and proportions the supply of Products and Other Items among all Scoop Shops (whether operated by you, other franchisees, or us), based on reasons which we may determine; and

(e) to change the range, types and nature of the Products and Other Items, package sizes, packaging, product varieties, formulations, and specifications at any time.

5. We have the right, in our sole discretion, but not the obligation, to establish and maintain a Fund. We have established a Fund. We will direct all marketing programs, with sole discretion over the concepts, materials, and media used in these programs and the placement and allocations of them. Upon your request, we will provide you with an annual accounting of receipts and disbursements of the Fund. (Franchise Agreement § 12.2)

6. We and/or our designated distributors will seek to provide the Products (as we may approve for sale as described in paragraph number 4 above) within 21 days after receipt of your order. (Franchise Agreement §7.10.3)

7. We will have no financial or other liability for any damages resulting from the unavailability of Products or from our inability (or the inability of our affiliates, suppliers, or distributors) for any reason to meet your order for Products, or from shortages, errors or disruptions in deliveries, except in the case of our negligence (in which case, the maximum amount of damages will not exceed the agreement amount of the price that would have been invoiced to you had the Products been delivered to you). (Franchise Agreement § 3.8.6)

8. You will have sole discretion as to the prices of all Products you offer and sell to your customers, although we reserve the right, according to applicable law, to establish maximum, minimum or other pricing requirements with respect to the prices that you may charge. (Franchise Agreement §7.7)

9. If you operate a Scoop Shop and learn that a retail outlet in your Territory, excluding those rights reserved by us in Section 1 of the Franchise Agreement (see **Item 12** for a description of these rights), is selling Ben & Jerry's Products by the scoop, you must notify us in writing. Upon receipt of such notice, we will use reasonable and diligent efforts to stop the supply of Ben & Jerry's Products to the retail outlet; provided, however, that we will have the right to

determine the manner and timing of such efforts, and will not be liable to you for any failure to stop the supply of Ben & Jerry's Products to such retail outlet. (Franchise Agreement §§ 1, 7.23)

Development Agreement

The Development Agreement does not require us to provide any other assistance or services during the operation of the Scoop Shop (we do not enter into Development Agreements for Satellite Shops).

Advertising

Advertising Obligations

As described in **Item 7**, you must conduct a "Grand Opening" event within 90 days of the opening of your Shop. You must spend an amount, up to $3,000, on activities as outlined in our Grand Opening program, which is in our Manual, to promote and conduct this Grand Opening event. See **Item 7** for additional information regarding the costs and permitted expenditures. We will assist you in developing this advertising program to meet our standards, although you will be responsible for all payments for the advertising you conduct. We may provide public relations templates that you may use and the Manual will include the Grand Opening Guidebook.

Additionally, recognizing the value of advertising, and the importance of the standardization of advertising programs to the furtherance of the goodwill and public image of the System, we reserve the right to require you to expend on advertising and promotion, or to participate in and contribute for the purpose of advertising and promotion, each year during the term of the Franchise Agreement (the "**Advertising Obligations**"). We have the right to require you to spend money on Local Advertising and Promotion, contribute to the Fund, and/or contribute to a Cooperative. See **Item 6** for a summary of the total amount we can require you to expend on advertising and promotion.

We will determine what proportion of the Advertising Obligations you must: (1) contribute to the Fund; (2) spend on local advertising and promotion; and (3) contribute to a Cooperative (if one is established for your region). No matter how we determine to split your Advertising Obligations, the total amount you must pay or spend will not exceed 4% of the Gross Sales of your Franchised Business. See **Item 6** for information regarding the current allocation. (Franchise Agreement § 12.1). As of the date of this Disclosure Document, there are no franchisee advertising councils.

You (directly or through a Cooperative) may not use any marketing or promotional plans or materials until the materials have been submitted for our prior approval. If you do not receive written notice of disapproval from us within 10 business days of the date of receipt by us of the samples or materials, we will be deemed to have approved them for your use (see **Item 8** above). (Franchise Agreement § 12.7).

Marketing Fund

We have the right to maintain and administer one or more marketing funds to promote our brand, the Ben & Jerry's Shops (including our existing Ben & Jerry's Shops), the Proprietary

Marks, and the Products. Currently, we maintain and administer a fund for franchisee promotions for Shops, and to market the Ben & Jerry's brand (together the "**Fund**"). Contributions will be made to the Fund by Shops. We will administer the Fund as follows:

1. We will direct all marketing programs, with sole discretion over the concepts, materials, and media used in the programs and their placement. The Fund is intended to maximize general public recognition, acceptance, and use of the System; and we are not obligated, in administering the Fund, to make expenditures for you that are equivalent or proportionate to your contribution, or to ensure that any particular franchisee benefits directly or pro rata from expenditures by the Fund. We may use the Fund for national marketing programs and we are not obligated to spend any amount on advertising in the area where you are located. (Franchise Agreement § 12.2.1)

2. We will use the Fund, all contributions to it, and any earnings on it, exclusively for maintaining, administering, directing, conducting, and preparing marketing, advertising, public relations, and/or promotional programs and materials, and any other activities including socially responsible activities consistent with our Mission, which may include the costs of preparing and conducting media marketing campaigns (including Social Media) and developing, promoting and marketing the names of ice cream flavors to make political and other social statements; direct mail advertising; special events; marketing surveys and other public relations activities; employing advertising and/or public relations agencies to assist with them; purchasing promotional items; conducting and administering in-store promotions and customer sampling promotions; and providing promotional and other marketing materials and services to the Shops operating under the System. (Franchise Agreement § 12.2.2))

3. You must contribute to the Fund by making a payment separate from your royalty payment (currently, you pay such fee by check; however, in the future, you may be required to use another form of payment, such as Electronic Fund Transfer or Direct Debit, as we may direct). (See **Item 6** for the amount of the contribution and manner of payment). Company-owned Shops contribute to the Fund on the same bases as franchisees. We may not provide materials produced by the Fund to you if you have not made your contributions to the Fund, or during a period in which you are not required to make a contribution. We will account separately for all sums paid to the Fund. We will not use them for any of our expenses, except for reasonable costs and overhead, if any, that we incur in activities reasonably related to the direction and implementation of the Fund and marketing programs for franchisees and the System, which may include national advertising. These costs may include costs of personnel for creating and implementing marketing, advertising, public relations, and promotional programs. The Fund and any earnings on it will not otherwise benefit us. (Franchise Agreement § 12.2.3)

4. We will provide you with an annual unaudited accounting of Fund contributions and disbursements, upon reasonable request. (Franchise Agreement § 12.2.4) During our fiscal year ended December 31, 2025, the Fund used approximately 10% of the money on in-shop promotion materials/production, 76% on digital programs and support, 9% on administrative costs, and 5% on other advertising costs such as Fishbowl (an email marketing tool provided to franchisees).

5. We have historically disseminated advertising in a variety of media, including print and radio. We will use the art, graphic and marketing department of Homemade and other agencies to prepare marketing and advertising for the Fund. We may also promote the brand and the System using radio and television. If we do not use all of the fees in the Fund in the year in which they accrue, we will use these amounts in a subsequent year. If, for any reason, expenditures from the Fund are in excess of amounts available, the overage amount may be covered initially by us and thereafter reimbursed to us out of the franchise marketing funds raised for the subsequent year. We do not use any money from the Fund for advertising that is principally a solicitation for the sale of franchises. We do not receive any payment for providing goods or services to the Fund.

Local Advertising and Promotion

We may require that during any year of the Franchise Agreement, you spend a specified percentage of your Shop's Gross Sales to conduct local advertising and promotion, which must be approved by us. If required to do so, you must submit bills, statements, invoices, or other documentation satisfactory to us to evidence your advertising or marketing activities. The required local advertising and promotion expenditure is summarized in **Item 6** above. We may require you to participate in mandatory promotions that we may develop from time to time. (Franchise Agreement § 12.3).

Certain criteria will apply to any local advertising and promotion that you conduct. All of your local advertising and promotion must be dignified, must conform to our standards and requirements, and must be conducted in the media, type, and format that we have approved. As described above, you may not use any advertising or promotional plans that we have not approved in writing. All copyrights in and to advertising and promotional materials you develop (or that are developed for you) will become our sole property. You must sign the documents (and, if necessary, require your independent contractors to sign the documents) that we deem necessary to implement this provision. (The requirements in this paragraph, as well as in the previous paragraph, will also apply to any Cooperatives.)

As used in the Franchise Agreement, the term "**local advertising and promotion**" refers to only the costs of purchasing and producing advertising materials (such as camera-ready advertising), media (space or time), promotion, and your direct out-of-pocket expenses related to costs of advertising and sales promotion in your local market or area. Local advertising and promotion also includes associated advertising agency fees and expenses, postage, shipping, telephone, and photocopying costs. "Local advertising and promotion" does not, however, include any of the following:

(a) Salaries and expenses of any other of your employees;
(b) Charitable, political, or other contributions or donations; and
(c) The value of discounts given to customers.

Cooperatives

We have the right, as described in **Item 6** and above, to designate any geographical area for purposes of establishing one or more Cooperatives for local and regional advertising and promotion activities. If we elect this option and establish, or authorize others to establish, an

advertising and marketing Cooperative, we may require franchisees to contribute to the Cooperative each month an amount specified by us. During any time a mandatory Cooperative is in existence for the area in which your Shop is located, you must contribute to the Cooperative. See **Item 6** for a summary of the total amount we can require you to contribute to a Cooperative. (Franchise Agreement § 12.3.4). As of the date of this Disclosure Document, we do not have any Cooperatives.

If a mandatory Cooperative for the geographic area in which your Shop is located, you must become a member of the Cooperative within 30 days. In no event will your Shop be required to be a member of more than one Cooperative; however, if you own more than one Shop, and the Shops are in different areas, it is possible that your Shops will be in different Cooperatives. Each Cooperative will be organized and governed in a form and manner approved by us in writing, and will commence operations on a date specified or approved by us. Each Cooperative will be organized for the exclusive purpose of administering regional advertising programs, and developing, subject to our approval, standardized promotional materials for use by the members in local advertising and promotion.

Websites

Any Webpage (as defined below) is deemed "advertising" under the Franchise Agreement, and is subject to (among other things) our review (as described above) and prior written approval before it may be used. The term "Website" means an interactive electronic document, contained in a network of computers linked by communications software, and includes, but is not limited to, Internet and World Wide Web home pages. The term "Webpage" means a standardized page for a Scoop Shop, in a form that we will provide to you.

We currently provide standardized Webpages to Shops that are open year-round and participate in all of our marketing programs. The standardized Webpages use the look and feel of our Website and provide the means for each franchisee to customize certain content areas of its Webpages, as long as the franchisee complies with our standards and guidelines. It is the responsibility of each franchisee to maintain specific information about its Scoop Shop and its operations. We have final approval of all content on all Webpages and will have the right to remove any content. Your Webpage will be accessible to the public at a specific internet address. We control URL specifications and maintain the right to change the URL at any time in the future. We will provide administration tool support services for the Webpages.

In connection with any Website or Webpage, you agree to the following:

(1) We have the right, but not the obligation, to establish a Website to promote the Proprietary Marks, any or all of the Products, Ben & Jerry's Shops, and/or the System. We have the right to control all aspects of the Website, including its design, content, functionality, links to the Websites of third parties, and policies and terms of usage.

(2) You may not establish a Website that uses or involves the Proprietary Marks, or any of the Products, Ben & Jerry's Shops or the System.

(3) We have the right, but not the obligation, to designate one or more Webpage(s) of any Website that we maintain to describe any of our franchisees and/or Ben & Jerry's Shops. We will have the rights to limit and/or discontinue any or all Webpages.

(4) In addition to any other applicable requirements, you must comply with our policies for Webpages (which we may issue periodically in the Manual or otherwise in writing). (Franchise Agreement § 12.8.3)

Social Media

You must comply with our standards and procedures (which we may issue periodically in the Manual or otherwise in writing) as to your use of: blogs, social networks (like "Facebook and "Instagram"), professional networks (such as "Linked-In"), live blogging tools (such as "Twitter"), virtual worlds, file, audio and video sharing sites and other similar social networking media or tools that in any way reference the Proprietary Marks or involve the System or your Scoop Shop. (Franchise Agreement, § 7.11.6)

Electronic Point-of-Sale and Computer Systems

We will require that you purchase an approved POS System and related software, including any SaaS license required in connection with the POS System. The proprietary point of sale software has been customized for our System with information specific to our menu and reporting requirements. The POS System provides you with detailed information necessary to manage retail transactions and manage sales data including but not limited to: (i) sales reports on a daily, weekly and monthly basis; (ii) the number of products sold per category and per department on a daily, weekly, monthly basis; (iii) the number of transactions completed on a daily, weekly, and monthly basis; and (iv) time card detail information, if optional time card protocols are followed.

While you are responsible for payment of the POS SaaS license fee (which is currently $100 per month per location),we may act as your payment agent and prepay the POS vendor to ensure the POS license remains active for the term of your Franchise Agreement. If we act as payment agent, you will be billed for the POS license fee on your monthly statement.

The POS System will upload daily sales information to a cloud-based server, viewable via an online portal (the "**Dashboard**"). The Dashboard provides you with near real time transaction data with web-based reporting capabilities to meet our current requirements. The Dashboard is included in the POS platform offering.

A breakdown of estimated costs of the POS System and Dashboard is available in **Item 7**, Note 7. To summarize, the costs of the equipment, software, staging, and credit card equipment, and Dashboard for a one-terminal POS System range between $1,800-$2,300 plus tax. This includes POS equipment, software and hardware, one year of coverage for the POS SaaS license fee, access to Square Priority Support Services, Dashboard access, and Employee Management. The POS vendor provides integrated and PCI compliant credit card and gift card processing. If contracted, credit card processing and interchange fees are paid directly to the vendor. You should note that our Manual requires that all locations that accept credit card payments comply with the requirements of the Cardholder Information Security Program ("**CISP**") promulgated by Visa®, including compliance with all requirements mandated by the Payment Card Industry ("**PCI**"). In

addition to the POS System and license costs, you can expect $1,000-$1,500 for a telephone system, DSL or cable internet access, wi-fi and related installation and wiring costs. In the event DSL or cable internet access is not available, alternative connectivity costs will be higher. All networking costs will be paid directly to provider(s).

The POS System on the front counter is intended for ringing sales and transactions. Depending on selected equipment, standard iOS apps may be accessible. Local protocols, monitoring, and maintenance of the iOS system is the sole responsibility of the owner.

The standard Scoop Shop configuration and requirements are:

1- 1- POS terminal or 1 Tablet with POS stand
2- 1- Cash drawer
3- 1- Thermal Receipt printer and power supply
4- 1- Phone line for communication 1- DSL line or cable modem providing constant connection to Internet for portal, credit cards, and wi-fi
5- Dashboard – near real time sales and transaction information

In addition to the POS System, you are required to purchase hardware to support online ordering (which can include orders for cakes, catering and on-demand delivery). You can expect to pay approximately $1,000-$1,500 for such hardware.

All hardware and software of the POS System must be purchased new from an approved Ben & Jerry's vendor, unless otherwise approved in writing by the Ben & Jerry's Management team.

You will be responsible for installing and maintaining the necessary cabling, Internet connectivity (DSL or cable), wireless internet, telephone line, and dedicated electrical circuits in workmanlike fashion that meets our specifications.

You will be responsible for: (a) acquiring, operating, maintaining and upgrading your POS System as directed by Ben & Jerry's; (b) the manner in which your POS System may interface with our computer systems, if any, and the computer systems of third parties; and (c) any and all consequences that may arise if your POS System is not properly operated, maintained and upgraded. (Franchise Agreement § 7.11.3)

We reserve the right to change our specifications in the future to take advantage of technological advances or to adapt the POS System to meet operational needs and changes. As noted in Item 6, we may also collect a "technology fee" to support the System's technological advancements and any technology related fees paid by Ben & Jerry's for the benefit of franchisees. We also reserve the right to require that you acquire and install upgrades to the software used in your system. We may, in the future, require additional software programs (for example, programs or inventory control, forecasting, scheduling, payroll and invoice processing, as well as loyalty), some of which may be proprietary. In connection with a proprietary program, we or our approved vendor may require you to sign an agreement or service contract in order to obtain and use the proprietary program. We will endeavor to keep these changes infrequent and reasonable in price, but the Franchise Agreement does not impose a limit as to the cost of such changes to the POS system.

We do not provide support, maintenance or repair for back office or personal computer systems including mobile devices. As well, we do not provide support, maintenance or repair for shop internet connectivity or networking.

All such data entered into your POS or Dashboard, and otherwise captured in your POS, is and will be owned by us, and we will have the right to use such data in any manner that we deem appropriate without compensation to you. (Franchise Agreement § 11.5).

Manual

The table of contents from our Manual appears as contained in **Exhibit L**. This Manual is not provided in paper form; it is only accessible by electronic means such as the B&J Extranet. We have provided current page counts for each subject matter covered by the Manual.

Site Selection

In authorizing a location for the Shop, we consider factors such as the general neighborhood, traffic patterns, parking, layout, dimensions, visibility, physical characteristics of the site, tenant mix, lease duration and other factors.

Preliminary Agreement for Scoop Shops

If you sign a Preliminary Agreement, you must lease or acquire a location, subject to our authorization, in accordance with the terms of the Preliminary Agreement. It is your responsibility to select a location for the Shop, subject to our written authorization.

The Preliminary Agreement will specify an area in which the Scoop Shop will be located ("**Deposit Area**") (this is the same term as used in connection with a Development Agreement to refer to the individual areas that comprise a Development Area). The term of the Preliminary Agreement will begin at the time the Preliminary Agreement is signed and will continue for a period of up to two years (the "**Evaluation Period**") unless the agreement is terminated sooner or a site is authorized sooner. Your site must be authorized during the Evaluation Period. We will not enter into Preliminary or Franchise Agreements for Shops with other parties in the Deposit Area under your Preliminary Agreement until the earlier to occur of the expiration of the Evaluation Period or our authorization of a site for your Shop. You must submit at least one potential site for your Shop. Depending on factors such as the availability of real estate and leasing requirements, we may require that you submit up to three potential sites for our review at the same time. A site evaluation package (the "**SEP**"), in a form prescribed by us, must be submitted with all requests for us to evaluate a site. We will have ten business days after we receive the complete SEP and materials from you to disapprove or authorize you to proceed forward, in our sole discretion, with the proposed site for the Shop. You must obtain our written authorization of the proposed site, including basic footprint review, before executing a lease or a binding agreement to purchase the proposed site. In evaluating potential sites, you may (but are not required to) use suppliers that we have approved for site consulting services. You must submit to us evidence that the lease or sublease will contain such terms and conditions for leasing or subleasing as are described in **Item 8** of this Disclosure Document. The Deposit Area identified in the Preliminary Agreement is not the Territory assigned to the Scoop Shop. The Territory will be determined after the site is authorized and will typically be a smaller area. As described in **Items 1** and **12**, Satellite

Shops will not have their own Territory, and will often be within the Territory of the primary Scoop Shop.

If we provide you with certain confidential and proprietary information, know-how or documents prior to your signing a Preliminary Agreement, we may require that you also sign a Confidentiality Agreement (for Prospective Operators), the form of which is attached to this Disclosure Document as **Exhibit B**.

Franchise Agreement

The Franchise Agreement (and, if applicable, a Satellite Addendum or Test Shop Addendum) will be signed only after we have authorized a site for that particular Shop.

Development Agreement

For each site for a Scoop Shop to be developed under the Development Agreement, you must submit to us a complete SEP. Under the terms of the Development Agreement, we will have ten business days after we receive the SEP from you to authorize or disapprove, in our sole discretion, the location of the Scoop Shop.

Whether a site is identified before signing the Franchise Agreement, or is identified in connection with the Preliminary Agreement or the Development Agreement, a site will not be deemed authorized unless it has been expressly authorized in writing by us. Our authorization of a site does not constitute an assurance, representation, or warranty of any kind, express or implied, as to the suitability of the site for the Shop or for any other purpose. Authorization by us of the site indicates only that the site meets our minimum requirements for a Shop site as described in the Manual.

Construction and Layout of the Shop

You are responsible for developing and constructing your Shop. This process is described below and begins once an SEP is reviewed and approved by us. We have standard plans and specifications for Scoop Shops which are outlined in our prototype interior and exterior designs and layouts. Our plans and layouts are not intended, with respect to your particular location, to contain, address or comply with the requirements of any federal, state or local law, code or regulation, including those concerning the Americans with Disabilities Act (the "**ADA**") or similar rules governing public accommodations for persons with disabilities.

You must use our designated design firm or, if there is no designated design firm, employ a design firm that meets our qualifications to prepare all preliminary floor and construction plans for your Shop. The design firm will prepare preliminary floor plans implementing our Shop designs and specifications, to suit the shape and dimensions of the site of your Shop. You will be responsible for paying for all design and architecture services.

You will be solely responsible for ensuring that such plans and specifications comply with the ADA and all other applicable regulations, ordinances, building codes and permit requirements and with lease or sublease requirements and restrictions, if any. You, or your design firm on your behalf, must submit final plans and specifications to us for approval before construction of the

Shop begins. Our review is not designed to assess compliance with federal, state or local laws and regulations and is limited to review of such plans to access compliance with our design standards for Shops, including such items as trade dress, presentation of Proprietary Marks, and the provision to the potential customer of certain products and services that are central to the functioning of Shops. Additionally, prior to opening the Shop (and prior to renovating it after the initial opening), you must sign and deliver to us an ADA Certification (in the form that is attached as Exhibit B to the Franchise Agreement), certifying to us that the Shop and any proposed renovations comply with the ADA.

Opening the Franchised Business

You must construct, furnish, and open the Scoop Shop not later than 90 days after all building permits are issued (but you must make a good faith attempt to open within 45 days after the building permits are issued). If you will operate a Satellite Shop, the Satellite Addendum that you will sign will specify the period in which you will be required to open the Satellite Shop, which period will vary depending on the renovation required to the premises of the Shop. Prior to opening for business, you must comply with all pre-opening requirements, as described in the Franchise Agreement and our Manual. You must also obtain our written approval prior to opening the Shop. We will typically conduct the opening inspection and approve or deny the opening of the Shop within 10 business days of your request to open, provided that during holiday and other atypical periods we may extend the time for us to conduct our opening inspection, as needed to accommodate the circumstances.

We estimate that the typical length of time between signing the Franchise Agreement for an authorized site and opening a Scoop Shop will range from approximately 15 to 25 weeks. We estimate that for a Satellite Shop the typical length of time between signing the Franchise Agreement for an authorized site and opening that Shop will range from 15 to 25 weeks. Factors which may affect these time periods include the time of year you commence construction, construction delays, permit and license approval, and delivery and installation of equipment and signage.

Training

If you will operate a Scoop Shop or Satellite Shop, we will provide initial Scoop U Training for up to 2 trainees prior to the opening of your Shop, and for 1 additional trainee within the first 6 months of opening. If we allow you to attend in-person and/or virtual training, or if we provide you with access to certain confidential and proprietary information, know-how, or documents prior to your signing of a Preliminary Agreement or Franchise Agreement, you will be required to sign a Confidentiality Agreement (for Prospective Operators), a copy of which appears as **Exhibit B** to this Disclosure Document.

Initial Scoop U training must be completed, to our satisfaction, in order for you to open your Shop. Our training staff evaluates each franchisee based on their performance at Scoop U, and will provide such additional training as is necessary to assure that the requirements of Scoop U have been satisfied. In the event that you cannot successfully complete training to our satisfaction and, as a consequence, your Shop will not open, we will refund the initial franchise fee.

A Scoop U-certified franchisee or manager is required at each location on a full-time and best-efforts basis. This person can include either:

(a) You (as an individual or as an owner of a beneficial interest in the franchisee, who we approve) or

(b) Your manager of a soon-to-be-opened shop (if you will not be the on-premises supervisor of the shop on a full-time basis)

All of our Scoop U trainers operate under the supervision of Amanda Charron, who serves as Global Learning and Development Manager. Ms. Charron has been with Ben & Jerry's since 2005, and had managed the flagship Burlington Scoop Shop location for over 7 years.

Additional Scoop U training can be scheduled for individuals fitting the criteria described in the paragraphs following the charts as needed and/or as space permits in our sessions. To become Scoop U certified, you must complete the following initial training program and requirements.

All training programs described below (Pre-Opening, Opening, and Follow Up Training) are provided on an as-needed basis.

TRAINING PROGRAM

SUBJECT	HOURS OF VIRTUAL OR INSTRUCTOR LED TRAINING	HOURS OF ON THE JOB TRAINING	LOCATION
Ice Cream 101 - Product Summary - Approved Products - Our Flavors/Flavor Facts - Dipcase Setup - Dipcase Tour & Tasting flavors	:30	0	Scoop University South Burlington, VT
Scooping 101 - Health & Hygiene - Scooping Tools & Technique - Portions - Practice	:30	0	Scoop University South Burlington, VT
Product Quality & Handling - Overview - Shelf Life & Handling - Quality testing and reporting issues	:30	0	Scoop University South Burlington, VT
Foreign Objects & Allergies - Reducing Risk of Allergic Reactions - Serving Allergenic Customers - Foreign Objects	:30	0	Scoop University South Burlington, VT

SUBJECT	HOURS OF VIRTUAL OR INSTRUCTOR LED TRAINING	HOURS OF ON THE JOB TRAINING	LOCATION
Activism, Social Mission & Sustainability - Mission Statement - Initiatives - Executing in Shops	1:30	0	Scoop University South Burlington, VT
Cleaning and Equipment - Approved Cleaning system - Cleaning/Sanitizing/3-bay sink - Scoop Shop Evaluation - Checklists - Dipcases/Freezers - Refrigerators - Other equipment/smallwares - Equipment use and maintenance	:30	0	Scoop University South Burlington, VT
Waterbury Experience/Tour	1:00	0	Ben & Jerry's Waterbury Facility Waterbury, VT
PR - Introduction & Examples - Why do PR?	:30	0	Scoop University South Burlington, VT
Orders/Vendors/Distribution - Ice Cream Orders - Retail Gift Program - Suppliers - Distribution/Supply Chain - Deliveries - Dry Storage Guidelines	0:30	0	Scoop University South Burlington, VT
Menu Items - Baked Goods (Waffle cones, Brownies, Cookies) - Sundaes - Frozen Drinks	3	0	Scoop University South Burlington, VT
Cash Handling and Security - Cash Handling Standards - Overages/Shortages - Deposits	:30	0	Scoop University South Burlington, VT
Introduction to POS - System Overview - Pieces/Parts - Ringing in Sales/Using the System - Practice - Back of House Information - Recommended Dashboard Reports	:30	0	Scoop University South Burlington, VT
Introduction to Cakes - How to sell a cake - Display vs. order cakes - Cake board - Storage and shelf lives - Packing cakes: hands-on practice - Decorating cakes: hands-on practice	2:30	0	Scoop University South Burlington, VT
Introduction to Consumer Services	:30	0	

SUBJECT	HOURS OF VIRTUAL OR INSTRUCTOR LED TRAINING	HOURS OF ON THE JOB TRAINING	LOCATION
- Consumer complaints/praises - How to handle product issues			
Scoop Percent - What is Scoop Percent? - Managing Portion Control	:30	0	Scoop University South Burlington, VT
Open Scoop U for Business	1:30	0	Scoop University South Burlington, VT
Brand Experience at Company-Owned Scoop Shop		4	Downtown Store Burlington, VT
Cost of Goods Sold - Theoretical Cost of Goods Sold - Using the workbook/calculating - Actual Cost of Goods Sold - Controlling costs - Weekly Ice Cream Inventory form	:30	0	Scoop University South Burlington, VT
Monthly Financial Reporting - Requirements - Reporting Workbook/Portal Reporting - 4% Marketing Plan - Approved Marketing Expenses	:30	0	Scoop University South Burlington, VT
Financial Management - P&L Review - Break Even Analysis	:30	0	Scoop University South Burlington, VT
Retail Marketing/Digital - Current Promotions - Local Store Marketing Tools - Gift Cards - Scoop Shop Webpages - Social Media - Search - On-Demand	1:00	0	Scoop University South Burlington, VT
Catering - Introduction to Catering - Equipment Overview - How to Execute an Event	:30	0	Scoop University South Burlington, VT
Hiring & Training/Staff Development - Training Programs & Tools - Customer Service Standards	:30	0	Scoop University South Burlington, VT
Current Programs - Franchisee Incentives - Compliance	:30	0	Scoop University South Burlington, VT
R&D	:30	0	Scoop University South Burlington, VT

Timing also includes meet and greets with various members of the Ben & Jerry's community, as well as clean up and review/wrap of each day.

Scoop U training is a mixture of classroom-style learning and online learning using the Rolling Cone and Ben & Jerry's Operations Manual as guide along with Scoop U online and hands-on experience in our demo Scoop Shop located at our corporate headquarters. Scoop U training

may be administered fully virtually under certain circumstances, in which case the curriculum may be modified.

Pre-Opening Training

Scoop U consists of three full days of instruction conducted at our central office headquarters in South Burlington, Vermont, along with pre-work prior to arriving in Vermont and supplemental remote/virtual instruction as needed. The in-person training program consists of lectures, presentations, conversations, field trips and hands-on experience conducted both in Scoop U as well as one or more of our company-owned Scoop Shops. Our instructors have management experience with our company-owned locations and/or franchised Scoop Shops. Various members of our Retail Operations staff, as well as members of other departments with subject matter expertise, will also provide instruction during Scoop U Training.

The training agenda shown in the chart above represents the training program for a Scoop Shop with a full menu offering. The hours shown in the chart are estimates and may vary based on a variety of factors, including: your experience, the size of your Shop, the range of Products that will be offered at your Shop, and the number of trainees in your program.

As described above, the Franchise Agreement, Reduced Term Addendum and Satellite Addendum provide for a certain number of initial attendees. We will provide, at no charge to you, instructors and training materials for the initial Scoop U Training for those attendees. In the event of a transfer, we will not require payment of an initial training fee to attend Scoop U for up to three (3) operators and managers of the transferee who complete training within the first six (6) months after the transfer takes place. If you are in need of training certification for additional persons, a training fee of up to $1,800.00 per person may be charged. You and your employees will be responsible for all other expenses that are incurred in connection with attending this and any other training program, including the cost of transportation, lodging, meals, and wages.

Opening Training

We will determine the level and duration of opening services you receive, based both on the results of your performance and evaluations received during Scoop U Training as well as our assessment of your level of readiness in opening the new Shop. Training support following the Shop's opening generally includes refreshing the franchisee and employees on our company history, preparation of menu items, sanitation and equipment maintenance, customer service, cake decoration, use of the POS System, and other skills associated with the daily operation of the Shop.

The trainer will also dedicate additional time to assist you in setting up initial business systems. For those franchisees opening additional locations, the level of service provided in the field to open additional locations may be modified to meet the skills of the existing franchisee and its staff.

Follow-Up Training

You, your manager and other employees may also be required to attend additional courses, seminars, and other training programs as we may require from time to time (and for which we may impose a fee). Additionally, for any new employee in the position of manager, we may require

such employee to attend and successfully complete all or any portion of Scoop U Training, for which we may charge a fee.

Every 5 years, you must also attend such additional courses, seminars, and other training programs as we may require, irrespective of the number of Shops you operate. You will be responsible for all expenses, including tuition (if any is charged), for any training programs required of new or replacement managers, additional courses, seminars, training programs or refresher training programs.

Franchisee Advisory Council

We have organized and facilitated the growth of a council known as the "Ben & Jerry's Franchisee Advisory Council" ("**Council**"). The Council is composed of a representative group of eligible franchisees who meet periodically with us to discuss ideas, suggestions, as well as mutual problems and concerns. The purpose of the Council is, among others, to promote open communication between us and our franchisees. The Council serves in an advisory capacity and does not have the authority to directly modify our policies. However, we do acknowledge the Council's input in as much as it represents the experience and perspective of the entire franchise system. When acting in its advisory capacity, all of the Council's recommendations are restricted to issues related to the System and not to issues of individual franchisees.

Manager Advisory Council

We have organized and facilitated the growth of a council known as the "Ben & Jerry's Manager Advisory Council" ("**MAC**"). The MAC is composed of a representative group of managers, nominated by the Operations Team or through a systemwide nomination process, who meet periodically with us to discuss ideas, offer suggestions, as well as share mutual problems and concerns. We also support their growth through various training programs presented to them. The purpose of the MAC is, among others, to promote open communication, learn from Managers on the front lines in our system, as well as help them grow. The MAC serves in an advisory capacity and does not have the authority to directly modify our policies. However, we do acknowledge the MAC's input in as much as it represents the experience and perspective of the entire franchise system. When acting in its advisory capacity, all of the MAC's recommendations are restricted to issues related to the System and not to issues of individual locations.

ITEM 12
TERRITORY

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets we own, or from other channels of distribution or competitive brands that we or our affiliates control. The governing agreements, as described below, will specify the Authorized Location and Territory, as applicable, for your Shop.

Preliminary Agreement

If you want to operate a Scoop Shop, we may offer to enter into a Preliminary Agreement. During the Evaluation Period, while you are searching for a site in accordance with the Preliminary

Agreement, we will not enter into a Preliminary Agreement or Franchise Agreement, or other similar agreement with anyone for a Scoop Shop or Satellite Shop within the Deposit Area. If you fail to find an authorized site during the Evaluation Period, we will have the right to enter into a Preliminary Agreement, Franchise Agreement or other similar agreement with any other interested party for Shops to be located within the Deposit Area. There is no other purpose for the Deposit Area.

Franchise Agreement and Development Agreement for Scoop Shops

The following describes how Territories and Development Areas are determined, and the rights that you and we have under the Franchise Agreement for Scoop Shops and the Development Agreement.

Franchise Agreement

Your Franchise Agreement will specify an authorized location (the "**Authorized Location**") for your Shop. As described in **Item 1**, if you will operate a Scoop Shop, your Franchise Agreement will also specify a Territory. The size and scope of the Territory will be contained in the Franchise Agreement and will be determined on a case-by-case basis. The factors that we consider in determining the size of a Territory may include current and projected market demand, demographics and population, traffic patterns, access and visibility, location of other Scoop Shops and our future development plans. The Territory is not the same area as the Deposit Area under the Preliminary Agreement. If your Scoop Shop is located in a major shopping center, the shopping center will most likely be your Territory. If your Scoop Shop is located in a neighborhood, suburban or urban location, your Territory will likely be delineated by physical boundaries such as roads or bodies of water, or by a radius around the Scoop Shop.

During the term of the Franchise Agreement, we will not establish or operate, nor license any other person to establish or operate a Shop in the Territory except as may be permitted under the Franchise Agreement and those exceptions are described below. There are no circumstances under which the Territory may be altered prior to expiration or termination of the Franchise Agreement. Your territorial protection is not dependent upon achievement of a certain sales volume, market penetration, or other factors, other than compliance with the Franchise Agreement.

If you desire to sell or scoop Products at an Off-Premises Activity or through On-Demand Sales or Mobile Vending located outside the Territory, all such sales and activities must comply with our Off-Premises Policy, which is included in the Manual.

Additionally, if we determine the scooping of Products at an Off-Premises Activity in your Territory is desirable, we may send you a Request for Notice. If we send you a Request for Notice and you desire to scoop Products at the Off-Premises Activity, you must send us a signed Notice of Intent to Scoop within 5 business days after receipt by you of the Request for Notice. If you do not send us a Notice of Intent to Scoop within 5 business days after the date of receipt by you of the Request for Notice and proof of authorization to scoop Products at such Off-Premises Activity as required by the Manual, you will be deemed to have waived your right to scoop and sell Products at the Off-Premises Activity. If you waive the right to scoop Products at any Off-Premises

Activity, we may scoop Products or grant another franchisee the right to scoop and sell Products at the Off-Premises Activity.

Development Agreement

If you sign a Development Agreement, the Development Agreement will specify the Deposit Areas (together the "**Development Area**"), within which you may locate potential sites for Scoop Shops, subject to our approval. The size and scope of the Deposit Areas comprising the Development Area will be contained in the Development Agreement and will be determined on a case-by-case basis. The factors that we consider in determining the size of a Development Area include current and projected market demand, demographics and population, traffic patterns, location of other Scoop Shops, the financial and other capabilities of the developer, and our development plans. During the term of the Development Agreement, if you comply with the obligations under the Development Agreement and Development Schedule, we will not establish or operate, nor franchise anyone other than you to establish or operate, Shops in a Deposit Area until the earlier to occur of the expiration of the Development Agreement or our authorization of a site for your Shop within that Deposit Area, except as may be permitted under the Development Agreement and those exceptions are described below. At the time we authorize a site for a Shop within a Deposit Area, that Deposit Area will cease to be part of the Development Area. There are no circumstances under which the Development Agreement may be altered prior to expiration or termination of the Development Agreement. Your territorial protection is not dependent upon achievement of a certain sales volume, market penetration, or other factors, other than compliance with the Development Agreement and Development Schedule.

Our Reserved Rights (*Franchise Agreement and Development Agreement*): Under the Franchise Agreement and Development Agreement, we and our affiliates retain all the rights that we do not specifically grant to you. Among the rights that we retain are the following (the following list is only for purposes of illustration and is not meant to limit our rights):

(1) We may own, acquire, establish, and/or operate and license others to establish and operate businesses, including Shops operating under the Proprietary Marks and the System selling the Products at any location outside your Territory or Development Area regardless of their proximity to, or potential impact on, your Territory or Development Area or Shops.

(2) We may own, acquire, establish and/or operate and license others to establish and operate, businesses under the Proprietary Marks, at any location within or outside the Territory or Development Area, and which may be similar to your Shop, but which do not operate under the System and are not operating as retail scooped ice cream, sorbet and/or frozen yogurt businesses (this does not limit our rights under paragraph 3 below).

(3) We may own, acquire, establish, and/or operate and license others to establish and operate, Shops under the Proprietary Marks at special or limited purpose, limited access, or captive audience facilities, and other types of institutional accounts (which include airports and other public transportation facilities, parks, stadiums, business and industrial and military complexes, educational facilities, hospitals and other facilities, theaters, museums, art centers, and amusement centers (collectively, "**Institutional Facilities**") at any location within or outside the Territory or Development Area.

(4) We may acquire, own and/or operate, and license others to operate, businesses under other proprietary marks and other systems, whether the businesses are similar or different from your Shop, at any location within or outside your Territory or Development Area.

(5) We may give, donate, or contribute Products to charitable and community organizations and events for fund raising and other events and use the Products for promotions and product demonstrations in your Territory or Development Area, and offer Products for sampling by consumers and organizations for product testing, promotions and demonstrations in your Territory or Development Area.

(6) We may sell or distribute, or license others to sell or distribute, at, to and/or from any location or site (whether real or virtual and notwithstanding the proximity to your Authorized Location), and whether within or outside your Territory or Development Area, any products (including any Products), whether or not under, in connection with, or bearing any or all of the Proprietary Marks, and whether or not pre-packaged and whether sold or distributed for on-premises consumption, take-out or delivery. For example, this would include sales: (a) at and/or to Institutional Facilities, and other facilities serviced by contract feeders; (b) at and/or from retail outlets (including without limitation supermarkets, groceries, mom & pops, gourmet shops, convenience stores, and food carts) and non-food retail stores (including without limitation warehouse clubs, drug stores, and book stores); (c) at, to, and/or from restaurants, food stations, carts, kiosks, coffee shops, pizza and other delivery shops, food courts, convenience stores, and any place at or from which food for consumption is sold; (d) through Off-Premises Activities, On-Demand Sales and Mobile Vending, subject to your permitted rights under the terms of the Franchise Agreement; and (e) through delivery, mail order, catalogue sales, direct mail, toll-free numbers, the Internet (e-commerce), third-party delivery services, and/or any other means of distribution, including through alternative channels or methods of distribution, whether existing now or in the future.

Franchise Agreement for Satellite Shops, Test Shop Addendum and Warehouse Addendum

Your Franchise Agreement and Satellite Addendum will specify an authorized location (the "**Authorized Location**") for your Satellite Shop. Satellite Shops will not be granted a territory. If you desire to sell or scoop Ben & Jerry's Products and/or Non-Proprietary Products at an Off- Premises Activity or through On-Demand Sales or Mobile Vending at a location that is outside of the Territory of the Scoop Shop that is affiliated with your Satellite Shop, as indicated on your Satellite Addendum, you must do so in accordance with our Off-Premise Policy, which is included in the Manual.

As described in **Item 1**, we may periodically permit franchisees who are operating one or more Scoop Shops to establish and operate a Test Shop on a short term basis to more fully explore the potential of the location as an additional franchised Scoop Shop. The Test Shop Addendum will specify an authorized location for the Test Shop. If you establish a Test Shop it will not be granted a territory, but it may be within the Territory of one of your existing Scoop Shops.

As described in **Item 1**, we may permit franchisees to establish an Authorized Warehouse in which to store Ben & Jerry's ice cream catering products for Off-Premises Activities or Mobile Vending. The location of the Authorized Warehouse will be designated in your Warehouse

Addendum. You may only use the Authorized Warehouse for the following purposes: warehouse for Products and other products, storage of catering supplies, general storage space, office space, parking for cart(s) and truck(s), and such other uses and we may specify in the Manual, or otherwise approve in writing.

You may not relocate the Shop from the Authorized Location unless you obtain our prior written approval of your request to relocate, which request must meet certain criteria. The substitute location must be within the Territory of your Shop (or, in the case of a Satellite Shop, it must be within the Territory of your Shop). Among other factors, we will assess your financial ability to meet the necessary costs incurred in relocating. We are not required to approve any relocation request. If you qualify to relocate, we will require that you enter into our then-current form of Franchise Agreement (replacing your existing franchise agreement) for the remainder of the term of your franchise. Although you will not pay an initial fee for entering into our then-current form of franchise agreement (as it will cover only the remainder of term of your existing franchise), we will charge a fee for the re-location of a franchise to include our costs for the evaluation of you, your proposed site and the documentation of your proposed location and replacement franchise agreement. See **Item 6** for more information regarding the relocation fee.

Our Affiliated Entities

As described in **Item 1**, Homemade (our direct parent company) and some of its affiliated entities sell ice cream and yogurt products and frozen novelty desserts and other products nationwide under several brands (including for example, Talenti, Breyers and Good Humor, and, by Homemade, under the Ben & Jerry's name) to wholesale accounts (such as restaurants), retail accounts (such as groceries and convenience stores), wholesalers, or otherwise, to any account and at any location. In addition, our indirect affiliate, Grom, sells through its company-owned outlets and, when established, its franchised outlets, gelato, sorbet and other frozen desserts under the "GROM" marks. The Franchise Agreements and Development Agreement do not restrict the ability of these entities to sell or license others to sell their products into or within any area (including your Territory or Development Area) or through any account or manner of distribution (provided that, as described in **Item 12**, we will not establish or license Ben & Jerry's Shops to be developed within your Territory or Development Area).

ITEM 13
TRADEMARKS

The Preliminary Agreement and Development Agreement do not allow you to use the Proprietary Marks. The Franchise Agreement and Satellite Addendum will allow you to use the Proprietary Marks for your Shop. Of the Proprietary Marks for the United States, the principal marks that you will use are registered on the Principal Register of the United States Patent and Trademark office, and are currently owned by Homemade, which is our direct parent company (see **Item 1**). The principal marks you will use are:

Mark	**Registration Number**	**Registration Date**
BEN & JERRY'S	1,303,989	November 6, 1984 (renewed as of January 29, 2025)

BEN & JERRY'S	1,961,757	March 12, 1996 (renewed as of March 20, 2026)
BEN & JERRY'S, design and banner	2,203,988	November 17, 1998 (renewed as of July 19, 2019)

Homemade has timely filed, or intends to timely file, with the USPTO all required affidavits of use and renewal applications, when due, for the Proprietary Marks. There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, and no pending infringement, opposition, or cancellation proceeding, or any pending material litigation, involving the Proprietary Marks, which may be relevant to their use in this state or in any other state. We do not know of any infringing uses that could materially affect your use of the principal marks in this state or elsewhere.

You must promptly notify us of any unauthorized use of the Proprietary Marks, any challenge to the validity of the Proprietary Marks, or any challenge to our ownership of, or right to use and to license others to use, or your right to use, the Proprietary Marks. We have the right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. We will defend you against any third-party claim, suit, or demand arising out of your use of the Proprietary Marks. If we determine that you have used the Proprietary Marks in accordance with the Franchise Agreement you have signed to operate the Shop, we will bear the cost of defense, including the cost of any judgment or settlement; however, you must bear the salary costs of your employees. If we determine that you have not used the Proprietary Marks in accordance with the Franchise Agreement you signed to operate the Shop, you must bear the cost of defense, including the cost of any judgment or settlement. If there is any litigation relating to your use of the Proprietary Marks, you must execute all documents and do all things as may be necessary to carry out a defense or prosecution, including becoming a nominal party to any legal action. Unless litigation results from your use of the Proprietary Marks in a manner inconsistent with the terms of the Franchise Agreement we will reimburse you for your out-of-pocket costs.

Our right to use and license others to use the Proprietary Marks is exercised through a trademark license agreement with Homemade (the "**Trademark Agreement**"). Under the Trademark Agreement, we are granted the right to use and to permit others to use the Proprietary Marks. The initial term of the Trademark Agreement is for ten years, and with the right to extend the agreements for additional terms of ten years. The Trademark Agreement does not include any provisions related to termination in the event of default. In the event that we were ever to lose our rights to the Proprietary Marks, Homemade is required under the Trademark Agreement to allow our franchisees to maintain their rights to use the Proprietary Marks in accordance with their franchise agreements (including during any renewal period for which franchisees qualify under their existing agreements). Other than the Trademark Agreements, there are no agreements currently in effect which limit our rights to use or license the use of any Proprietary Mark. As earlier described, in addition to the principal marks listed above in this item, we typically use additional trademarks, service marks and other logos as part of the System, including trademarks for identifying various flavors of ice cream as we specify from time to time. For one trademark

we currently use for an ice cream flavor, we have provided a third party with a limited and non-exclusive license to use the trademark in connection with clothing.

We reserve the right to substitute different proprietary marks for use in identifying the System and the businesses operating under it if we, in our sole discretion, determine that substitution of different marks as Proprietary Marks will be beneficial to the System. You must promptly implement any substitution of new Proprietary Marks.

You must not use the Proprietary Marks (including our service marks), the abbreviations "B&J" or "BJ," or any of the names that we now, or in the future, use for Ben & Jerry's Products (for example, "Vermonster") as part of your corporate, partnership, or other legal name, or to identify you or your Shop in any other legal or financial activity (including in connection with any bank account or trade account), or as part of any e-mail address, domain name, or other identification of you or your Shop in any electronic medium, unless agreed to in advance, in writing, by us. You must also submit to us, for prior written approval, any corporate, partnership, or other legal name that you propose to use. As necessary to conduct the business of your Shop and obtain business permits for the operation of your Shop, you may indicate that your Shop will be doing business under the trade name "Ben & Jerry's" provided that you clearly identify yourself as the owner and operator of the Shop and properly identify the legal name under which you (or your business entity) will be acting.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents and Copyrights

We do not own any right in or to any currently registered or pending patents or copyrights that are material to the franchise. However, we claim common law copyright protection for the Manual for the Ben & Jerry's System and our other forms and materials. We also claim proprietary rights in the confidential information and trade secrets contained in the Manual for Ben & Jerry's Shops.

Confidential Manual

After you and your manager complete Scoop U Training to our satisfaction, we will provide you with access, via electronic media, for the term of your franchise. The Manual will be provided through electronic files. We will provide you with the Manual, as well as other instructional materials, through electronic media, including the Internet or the Ben & Jerry's Extranet. You must treat the Manual, any other materials created for or approved for use in the operation of your Shop, and the information contained in them, as confidential, and must use reasonable efforts to maintain this information (both in electronic and written format) as proprietary and confidential. You must not copy, download, print or otherwise reproduce these materials or otherwise make them available to any unauthorized person. The Manual will remain our sole property. You must keep it accessible only in a secure place on the Shop premises or at the office which supports the Shop.

The Manual contains standards, methods, policies, guidelines and procedures, some of which are mandatory and others of which are suggestions. We may revise the contents of the

Manual periodically. You must ensure that the version of the Manual to which you refer is the most current version. If there is a dispute as to the contents of the Manual, the terms of the master version, which we maintain at our home office, will control.

Confidential Information

You must not, during or after the term of the agreements you execute, divulge or use for the benefit of anyone else any confidential information concerning the System and the methods of operation of the Shops. You may divulge confidential information only to those employees who must have access to it in order to operate your Shop. Any and all information, knowledge, and other data which we designate as confidential will be deemed confidential.

At our request, you must obtain and provide us with signed covenants to maintain the confidentiality of information from any or all of the following persons: (1) your managers and any other personnel employed by you who have received or will receive training, including Scoop U Training, from us; (2) all of your officers, directors, and holders of a beneficial interest of 1% or more of your securities and of any corporation, partnership, or limited liability company directly or indirectly controlling, controlled by, or under common control with you if you are a corporation, partnership, or limited liability company; and (3) your members, general partners, and any limited partners. These covenants must be in a form we find satisfactory, and specifically identify us as a third-party beneficiary of these covenants with the independent right to enforce them.

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

Franchise Agreement

During the term of your franchise, except as we otherwise approve in writing, you must devote your "full time and best efforts" to the management and operation of the Shop, which consists of a minimum of 40 hours per week with certain additional availability to attend to issues that arise outside of the normal business hours that you determine need to be addressed. You may hire one or more fully-trained managers who has completed Scoop U Training to assist you with the operation of the Shop so long as you maintain your full-time role as the operator of your Shop(s). Either you, or your fully-trained manager who has completed Scoop U Training to our satisfaction, must, at all times, provide supervision of the Shop. We strongly recommend, however, that you provide the on-site supervision. You must notify us of any replacement of any manager. We do not have the right to otherwise approve the manager, and you have the authority and control over the day-to-day operations of your Shop and your employees.

If the franchisee is a corporation, a partnership, or a limited liability company, you must, except as we otherwise approve in writing, have a person who has a minimum of 20% beneficial interest in the entity that is the franchisee devote his/her full time and best efforts to the management and operation of the Shop. The franchisee entity may hire one or more fully-trained managers who have completed Scoop U Training to assist the full-time and best efforts operator with the operation of the Shop. Managers must attend and successfully complete to our satisfaction our Scoop U Training program, as described in **Item 11**.

Any manager or personnel employed by you who has received or will receive training, including Scoop U Training, from us, may be required to sign a written agreement to execute covenants, as described in **Item 14** of this Disclosure Document, under the subheading "**Confidential Information**."

Development Agreement

You, and your officers, directors, and owners may be required to enter into an agreement not to reveal confidential information and not compete with businesses under the System. See **Items 14** and **17** for a description of these obligations.

As described in **Item 1**, if you are other than an individual, we may require that your owners personally sign a guarantee (in the form included in the Franchise Agreement and the Development Agreement), guaranteeing the legal entity's obligations under that agreement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

If you operate a Scoop Shop, Satellite Shop or Test Shop, you must use the premises solely to operate the Shop. If you will operate your Shop in conjunction with another business that we have approved, then the premises may not be used except for the operation of the Shop and the approved business, without our prior written approval.

Through the Franchise Agreement, you are given the right to operate one (1) Scoop Shop at the Authorized Location only. You do not have the right to sell products (including food items, novelty items, apparel, etc.) identified by the Proprietary Marks at any location other than the Authorized Location (except for authorized Off-Premises Activities and Mobile Vending) or through alternate channels of distribution, including the Internet (except for On-Demand Sales); and you cannot sell the Products to any person or entity for resale or further for further distribution.

You must not use the premises of your Shop for any other purpose or activity that is not provided for in the Franchise Agreement without first obtaining our written consent. If you desire to sell or scoop Products at an Off-Premises Activity, or through On-Demand Sales or Mobile Vending, you must do so in accordance with our Off-Premise Policy, which is included in the Manual. You must keep the Shop open and in normal operation for the minimum hours and days is required by your lease (or, if your lease does not state minimum hours and days, then the minimum hours and days that we may specify in the Manual or otherwise in writing. You must operate the Shop in strict conformity with the specifications contained in the Manual or otherwise in writing. You must not deviate from our specifications and procedures without first obtaining our written consent.

You must sell only those Products that we have expressly approved in writing and which meet our current standards as established in the Manual or otherwise in writing. You must not sell any other kind of service or product without first obtaining our written consent. You must offer all Products that we designate as required for all franchisees. You must discontinue selling or offering for sale any Products which we, in our sole discretion, disapprove in writing at any time. You will have sole discretion as to the prices of all Products you offer and sell to your customers,

although we reserve the right, according to applicable law, to establish maximum, minimum or other pricing requirements with respect to the prices that you may charge.

You must comply with all reasonable requirements if we supplement, improve, or modify the System, including offering and selling new or different Products that we specify. We have the right to change the types of authorized Products, and there are no limits on our right to make changes.

For a description of your restrictions on some purchases, see **Item 8** of this Disclosure Document.

Except as described above, neither the Franchise Agreement nor any other practice restricts the goods or services which you may offer, or the customers you may solicit.

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

AGREEMENTS FOR SHOPS

Provision	Section in Franchise or other Agreement	Summary
a. Length of the franchise term	§ 2.1 of Franchise Agreement, § 5 of Satellite Addendum, and Reduced Term Addendum; and § 3 of Test Shop Addendum	Scoop Shop: 10 years (unless we agree to a shorter period) Satellite Shop: 5 years (unless we agree to a shorter period) Test Shop: Generally between 6 and 12 months.
b. Renewal or extension of the term	§ 2.2 of Franchise Agreement; § 6 of Satellite Addendum; and § 3 of Test Shop Addendum	Scoop Shop: 1 additional 10-year term (unless we agree to a shorter period) Satellite Shop: 1 additional 5-year term (unless we agree to a shorter period) Test Shop: no renewal, but if you wish to convert the Test Shop into a permanent Scoop Shop, you may notify us of your request by no later than 30 days prior to the expiration of the Test Shop Addendum. If we approve your

Provision	Section in Franchise or other Agreement	Summary
		request, then we will enter into a new Franchise Agreement (using our then-current form of Franchise Agreement) (see also **Item 5**).
c. Requirements for you to renew or extend	§ 2.2 of Franchise Agreement; §§ 6 and 7 of the Satellite Addendum	Scoop Shop and Satellite Shop: You may seek to renew the right to operate a Shop upon satisfaction of the following requirements: notice; satisfaction of monetary obligations; compliance with Franchise Agreement and all other agreements with us or our affiliates; compliance with lease or sublease for premises; release; execute then-current form of Franchise Agreement (the then-current form of Franchise Agreement may contain materially different terms and conditions than the original Franchise Agreement); payment of the renewal fee; comply with then-current training requirements; renovate to reflect then-current image of System; and present evidence of right to remain in possession of premises for renewal term. Test Shop: no renewal
d. Termination by you	Not applicable	Not applicable
e. Termination by us without cause	Not applicable	Not applicable
f. Termination by us with cause	§ 15 of Franchise Agreement; §18 of Satellite Addendum; § 6 of the Test Shop Addendum; § 21 of the Warehouse Addendum	We can terminate if you default. Additionally, under the Satellite Addendum, a default under the Franchise Agreement for either the Satellite or the Scoop Shop, is considered a default under the other agreement, and we may

Provision	Section in Franchise or other Agreement	Summary
		terminate both agreements or only for the Satellite Shop. For the Test Shop Addendum and the Warehouse Addendum, a default under the corresponding Franchise Agreement will constitute a default under the Test Shop Addendum or Warehouse Addendum.
g. "Cause" defined - curable defaults	§§ 15.3 and 15.4 of Franchise Agreement	All other defaults not specified in §§ 15.1 and 15.2 of the Franchise Agreement.
h. "Cause" defined - non-curable defaults	§§ 15.1 and 15.2 of Franchise Agreement	Bankruptcy, acting inconsistent with the lease or sublease, conviction of felony, misuse of or unauthorized use of the Proprietary Marks, transfer without approval or contrary to terms of Franchise Agreement, failure to attend national convention in 2 consecutive years, and others; see §§ 15.1 and 15.2.
i. Your obligations on termination/ non-renewal	§16 of Franchise Agreement	Cease to operate the Shop; cease to use the Proprietary Marks; cancel any assumed name registration; at our option, assign the lease or sublease for the premises; complete de-identification; payment of amounts due to us, our affiliates and suppliers; turn over Manual; deliver, at no charge to us, all furnishings, equipment, and signs that bear the Proprietary Marks or are proprietary to the System; at our option, to sell us all other furnishings, equipment, signs, fixtures and supplies related to the Shop; and comply with covenants.
j. Assignment of contract by us	§14.1 of Franchise Agreement	There are no limits on our right to assign the agreement(s).

Provision	Section in Franchise or other Agreement	Summary
k. "Transfer" by you - defined	§ 14.2 of Franchise Agreement; §§ 15 and 16 of Satellite Addendum	Includes transfer of any direct or indirect interest in Franchise Agreement for the primary Scoop Shop or the Satellite Shop, Operator, either Shop or all or substantially all of the assets of either Shop.
l. Our approval of transfer by you	§ 14.3 of Franchise Agreement; § 13 of Warehouse Addendum	We have the right to approve transfers.
m. Conditions for our approval of transfer	§§ 14.3 of Franchise Agreement;§ 15 of Satellite Addendum; § 7 of Test Shop Addendum; §13 of Warehouse Addendum	You must satisfy the following requirements before we will approve your request for a transfer: payment of money owed; the transferee must enter into a written assignment and sign new Franchise Agreement; non-default; general release; transferee meets then-current educational, managerial, socially responsible and business standards; if the Shop has not been renovated within the last 5 years, renovate the Shop to image of new or recently remodeled Shops; transferor remain liable for obligations which arose prior to transfer; training for transferee and manager; and payment of transfer fee. Additionally, for a Satellite Shop: the transfer must be in connection with a similar transfer under Franchise Agreement for the Scoop Shop, and transferee must refurbish Satellite Shop (regardless of any previous refurbishment) Additionally, for a Test Shop: the transfer must be in connection with a similar transfer under Franchise Agreement for the Scoop Shop.

Provision	Section in Franchise or other Agreement	Summary
		Additionally, for a Warehouse Addendum: the transfer must be in connection with a similar transfer under Franchise Agreement for the Scoop Shop.
n. Our right of first refusal to acquire your business	§ 14.6 of Franchise Agreement	We can match any offer to purchase (except offers made by a spouse, domestic partner, parent or child of the seller) any direct or indirect interest in the Franchise Agreement, franchisee entity, the Shop, or in all or substantially all of the assets of the Shop.
o. Our option to purchase your business	§ 16.8 of Franchise Agreement	Upon termination or expiration of the Franchise Agreement, we can purchase any or all of the inventory and nonproprietary furnishings, equipment, signs, fixtures, and supplies related to the operation of the Shop at the lesser of your cost or fair market value. Also, we can have you assign your lease or sublease to us upon termination or expiration of the Franchise Agreement.
p. Your death or disability	§ 14.7 of Franchise Agreement	Interest in the Shop must be transferred to a third-party we have approved within 3 months after death or incapacitation.
q. Non-competition covenants during the term of the franchise	§ 17.3 of Franchise Agreement	You must not own, maintain, operate, engage in, or be employed by any other business not under the System that is significantly engaged in the sale of ice cream, sorbet, frozen yogurt and/or other frozen dessert items (a "**Competitive Business**").
r. Non-competition covenants after the franchise is terminated or	§ 17.4 of Franchise Agreement	Includes 2-year prohibition identical to those described in section "q" above, at or within a 5-mile radius of any Shop then-

Provision	Section in Franchise or other Agreement	Summary
expires		operating under the System, unless you are an Operator under the System under a franchise agreement with us.
s. Modification of the agreement	§ 24 of Franchise Agreement	Must be in writing executed by both parties.
t. Integration/ merger clause	§ 24 of Franchise Agreement	Only the terms of the Franchise Agreement (and, if applicable, the Satellite Addendum) are binding (subject to state law). Any representations or promises outside of the disclosure document and Franchise Agreement (and if applicable, the Satellite Addendum) may not be enforceable.
u. Dispute resolution by arbitration or mediation	§ 26 of Franchise Agreement	Non-binding mediation by mediator or through established mediation program we select or by a mediator that is agreed upon.
v. Choice of forum	§ 26.4 of Franchise Agreement	Judicial district where we have our principal place of business at the time the action is initiated.
w. Choice of law	§ 26.1 of Franchise Agreement	Vermont Law.

DEVELOPMENT AGREEMENT

Provision	Section in Development Agreement	Summary
a. Term of the agreement	Exhibit A	Last date in Development Schedule
b. Renewal or extension of the term	Not applicable	Not applicable
c. Requirements for you to renew or extend	Not applicable	Not applicable

Provision	Section in Development Agreement	Summary
d. Termination by you	Not applicable	Not applicable
e. Termination by us without cause	Not applicable	Not applicable
f. Termination by us with cause	§ 6	We can terminate if you default.
g. "Cause" defined - curable defaults	§ 6.3	All other defaults not specified in §§ 6.1 and 6.2 of Development Agreement.
h. "Cause" defined - non-curable defaults	§§ 6.1 and 6.2	Bankruptcy; failure to meet requirements of Development Schedule; failure to comply with any individual Franchise Agreement for a Scoop Shop operated by you or a person or entity affiliated with you.
i. Your obligations on termination/ nonrenewal	§ 6.4	Cease establishing or operating Scoop Shops under the System for which Franchise Agreements have not been signed at the time of termination and compliance with covenants.
j. Assignment of contract by us	§ 7.1	There are no limits on our right to assign the Development Agreement.
k. "Transfer" by you - defined	§ 7.2	Includes a transfer of an interest in the Development Agreement, developer entity, or any material asset of your business.
l. Our approval of transfer by you	§ 7.2	We have the right to approve transfers.

Provision	Section in Development Agreement	Summary
m. Conditions for our approval of transfer	§ 7.3	Any of the conditions for transfer described in the Franchise Agreement attached to the Development Agreement that we deem applicable; and the transfer must be made in conjunction with a simultaneous transfer of all comparable interests of transferor in any Franchise Agreement signed under the Development Agreement.
n. Our right of first refusal to acquire your business	Not applicable	Not applicable
o. Our option to purchase your business	Not applicable	Not applicable
p. Your death or disability	Not applicable	Not applicable
q. Non-competition covenants during the term of the franchise	§ 8.1	You must not own, maintain, operate, engage in, or be employed by any other business not under the System that is significantly engaged in the sale of ice cream, sorbet, frozen yogurt and/or other frozen dessert items. You also must not divert business away from System Shops.
r. Non-competition covenants after the franchise is terminated or expires	§ 8.2	Includes 2-year prohibition identical to those described in section “q” above, within or within a 5-mile radius of the Development Area or any Shop then-operating under the System.
s. Modification of the agreement	§ 15.1	Must be in writing executed by both parties.

Provision	Section in Development Agreement	Summary
t. Integration/ merger clause	§ 15	Only the terms of the Development Agreement and Franchise Agreement(s) are binding (subject to state law). Any representations or promises outside of the disclosure document, Development Agreement and Franchise Agreement(s) may not be enforceable.
u. Dispute resolution by arbitration or mediation	§ 17.2	Non-binding mediation by mediator or through established mediation program we select or by an agreed upon mediator.
v. Choice of forum	§ 17.4	Judicial district where we have our principal place of business at the time the action is initiated.
w. Choice of law	§ 17.1	Vermont Law.

ITEM 18
PUBLIC FIGURES

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

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned stores, 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 Shop 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.

Please read the following charts in conjunction with the notes that follow:

CHART 1
Reported Gross Sales for Scoop Shops open all 12 months in 2025

	Community		Quick Fix		Tourist		TOTAL	
	Count	**%**	**Count**	**%**	**Count**	**%**	**Count**	**%**
≧$600K	36	40%	0	0%	25	69%	61	48%
$500,000 - $599,999	14	16%	1	100%	3	8%	18	14%
$400,000 - $499,999	16	18%	0	0%	4	11%	20	16%
$300,00 - $399,999	10	12%	0	0%	2	6%	12	10%
$200,00 - $299,999	11	12%	0	0%	1	3%	12	10%
<$200K	2	2%	0	0%	1	3%	3	2%
Total	**89**	**100%**	**1**	**100%**	**36**	**100%**	**126**	**100%**

CHART 2
Reported Gross Sales for Seasonal Scoop Shops in 2025

	Community		Quick Fix		Tourist		TOTAL	
	Count	**%**	**Count**	**%**	**Count**	**%**	**Count**	**%**
≧$600K	0	0%	0	0%	1	7%	1	7%
$500,000 - $599,999	0	0%	0	0%	0	0%	0	0%
$400,000 - $499,999	0	0%	0	0%	2	14%	2	13%
$300,00 - $399,999	0	0%	0	0%	3	21.5%	3	20%
$200,00 - $299,999	0	0%	0	0%	3	21.5%	3	20%
<$200K	1	100%	0	0%	5	36%	6	40%
Total	**1**	**100%**	**0**	**100%**	**14**	**100%**	**15**	**100%**

Note 1: As is standard business practice for Ben & Jerry's, each scoop shop has been assigned one of three customer profile categories: Community, Tourist, or Quick Fix.

A) A Community shop's primary customers are residents of the area who visit Ben & Jerry's as an occasional splurge, typically in a leisure-time setting. They may consider the shop to be "their local Ben & Jerry's." Real estate types include downtowns, lifestyle centers, strip centers, and malls. With the exception of malls, these are typically storefront locations, over 700 square feet, with seating for customers, and they typically serve a full menu. Mall locations are typically walk-up counters or kiosks with a limited menu, and rely on shared seating with other businesses or have no seating at all.

B) A Tourist shop is typically found in areas where people vacation, and whose primary customers are tourists who are enjoying a visit to Ben & Jerry's as part of their vacation/tourist activities. Real estate types include downtowns, entertainment centers, outlet centers and beaches. These are typically storefront locations, over 700 square feet, with some seating for customers, and they typically serve a full menu. There are some limited-menu counters and kiosks in this category as well.

C) A Quick Fix shop is a small location (under 500 sq. ft.) with limited menu offerings, typically found in places where consumers are on the go and just want to grab a snack before moving on to their intended next stop. Shops are typically walk-up counters or kiosks and rely on shared seating with other businesses or have no seating at all. Real estate types include airports and other public transportation facilities, stadiums, educational institutions and facilities, health care facilities, cinemas, and zoos.

Note 2: "Gross Sales" means revenue from the sale of all Products and all other income, whether for cash or credit, of every kind and nature related to the Shop, Off-Premises Activities, On-Demand Sales and Mobile Vending, but excluding all sales taxes.

Note 3: Chart 1 reflects reported historical sales data for Scoop Shops that have been continuously operating, and that reported sales for the 52-week period ending December 31, 2025. As of December 31, 2025, there were 126 Scoop Shops that reported sales each month during this time period. The median reported Gross Sales for the Scoop Shops in Chart 1 was $583,767. The average reported Gross Sales in 2025 for the Scoop Shops in Chart 1 was $664,862. Among the Scoop Shops in Chart 1, the lowest reported Gross Sales for 2025 was $154,592 and the highest reported Gross Sales for 2025 was $2,411,194. The median is defined as the midpoint such that fifty percent of Scoop Shops attained or surpassed this figure and fifty percent of Scoop Shops did not surpass or did worse than this figure.

Note 4: Chart 2 reflects reported historical sales data for Seasonal Shops that have been operating, and that reported sales for an abbreviated number of months during the 52-week period ending December 31, 2025. A Seasonal Shop is typically defined as a location open for an abbreviated number of months annually due to the fact that the customer base drops off significantly at certain times of the year (for example, a beach location or a college). As of December 31, 2025, there were 17 Seasonal Shops that reported sales for each month they were open. The median reported Gross Sales for these Seasonal Scoop Shops was $261,664. The average reported Gross Sales for the Seasonal Shops in Chart 2 was $300,031. Among the Seasonal Shops in Chart 2, the lowest reported Gross Sales for 2025 was $107,851 and the highest reported Gross Sales for 2025 was $812,654. The median is defined as the midpoint such that fifty percent of Scoop Shops attained or surpassed this figure and fifty percent of Scoop Shops failed to surpass or did worse that this figure.

Note 5: Charts 1 and 2 above do not contain any sales information from the following:

A) Certain Scoop Shops. There were 9 Scoop Shops that have been open for less than the 52-week period ending December 31, 2025 if they opened for the first time or permanently closed during that course of time. There were 8 Scoop Shops that were closed for 1 or more months due to weather.

B) Satellite Shops. Satellite Shops are defined in Item 1 of this Franchise Disclosure Document and are only offered to existing franchisees. There were 16 Satellite Shops operating as of December 31, 2025. These shops ranged from $12,688 to $954,451 with a median of $304,678. The average for these shops was $353,233**.**

C) Test Shops. Test Shops are defined in Item 1 of this FDD. There was 1 Test Shop in operation as of December 31, 2025.

D) Special Venue Scoop Shops. From April 2002 until April 2012, we offered a Food Service Provider Franchise Agreement ("FSP Agreement"), which was typically offered to institutions and/or providers of food and other managed services, contract feeders, and the like. In 2012, the FSP Agreement was replaced by the Special Venue Franchise Agreement ("Special Venue Agreement"), which was made available to any operator who had access to a special or limited purpose, limited access, or captive audience facility, or other type of institutional account (including, for example, airports and other public transportation facilities, parks, stadiums, business and industrial complexes, government offices, military bases, educational institutions and facilities, health care facilities, theaters, museums, art centers, zoos, warehouse clubs, amusement centers, and casinos). As the old FSP Agreements expire, we migrate them to the Special Venue Agreement. Further, as old Scoop Shop Franchise Agreements which were entered into for locations having a limited purpose, limited access or captive facilities expire, we migrate them to the Special Venue Agreement. We had 18 Special Venue Scoop Shops (including shops operating under the FSP Agreement) open at least one month during the 52-week period ending on December 31, 2025. As noted in Item 1, this Franchise Disclosure Document does not describe the program for Special Venue Scoop Shops, which is set forth in a separate Special Venue Scoop Shop Franchise Disclosure Document. A copy of the Special Venue Scoop Shop Franchise Disclosure Document will be made available to you upon request.

E) Company-Owned Shops. We operate two (2) Company-Owned scoop shops in Vermont and these are not included in the stated results.

Note 6: The figures reflected in the charts were compiled from unaudited information reported to us by our franchisees. We have not independently verified any of the sales information upon which this financial performance representation is based and the information has not been prepared on a basis consistent with generally accepted accounting principles.

Note 7: The financial performance representations figures do not reflect the cost of goods, operating expenses or other costs or expenses (i.e. rent) that must be deducted from the gross sales figures to obtain potential net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in opening and operating your Ben & Jerry's scoop shop.

Note 8: Many of the shops included in this data have been open and operating for years. These franchisees have achieved their level of sales after spending many years building customer goodwill at a particular location. A newly opened business should not be expected to achieve sales volume (or maintain expenses) similar to those of an established business.

Note 9: The sales results for a Ben & Jerry's Scoop Shop are affected by a number of factors including but not limited to: the physical location of your Shop; local demographics, including daytime and residential population and income levels; site characteristics (i.e. visibility, traffic count, ease of ingress and egress, parking availability); seating; seasonality (particularly in colder climates); local competition; brand and product awareness in the geographic area in which the Scoop Shop is located; and your individual marketing efforts. Sales may also be affected by other factors such as weather events and road construction affecting traffic patterns. Sales may also be

affected by the strength of and public reception to the Ben & Jerry's brand, by overall brand marketing, by flavor availability and by the overall public desire for super-premium ice cream.

Note 10: Your sales will be affected by your own operational ability, which may include your experience with managing a business, your capital and financing (including working capital), continual training of you and your staff, customer service orientation, your business plan and the use of experts (for example, an accountant) to assist in your business plan. Your sales may be negatively affected if you do not adhere to our standards and systems. There are numerous factors that may affect sales at your Scoop Shop, and the factors listed above and below are not an all-inclusive list of those factors.

Note 11: Many Ben & Jerry's franchisees actively pursue off-premise sales opportunities, defined as any catering or special event(s) executed by your Shop, at a location other than your Shop. The reported Gross Sales data in the above charts include off-premise sales for those shops that pursue off-premise sales. Franchisees who do not pursue these opportunities may be negatively affected.

Note 12: Many Ben & Jerry's franchisees also actively pursue ice cream cake sales opportunities. If you do not, your sales may be negatively affected. The reported gross sales data in the above charts include cake sales for those shops that pursue cake sales.

Note 13: Global events such as pandemics, wars and natural disasters can impact your business. For example, the COVID 19 pandemic caused significant disruptions in customer demand, the supply chain for products and services, employee availability, and other aspects of operating a Scoop Shop. Moreover, inflation, local minimum wage laws and other circumstances beyond our and our affiliates' control can potentially increase the cost of labor and the production costs of the Products and other items that we require to be used, sold or offered in connection with the operation of a Scoop Shop. Accordingly, it is imperative to consider such factors when evaluating the Ben & Jerry's franchise offering.

Note 14: We do not make any promises or representations of any kind that you will achieve any particular results or level of sales or profitability or even achieve break-even results in any particular year of operation.

Note 15: Except for the information presented above, we do not make any representations about a franchisee's future financial performance or the past financial performance of franchised shops. We also do not authorize our employees or representatives to make any such representations either orally or in writing. 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: Ben & Jerry's Franchising, Inc., 35 Thompson St., South Burlington, Vermont, 05403 or at 802-992-2291, the Federal Trade Commission, and the appropriate state regulatory agencies.

Note 16: Written substantiation for the financial performance representation will be made available to you upon reasonable request.

Please note: Some Ben & Jerry's Scoop Shops have sold the amounts reflected in the charts above. Your individual results may differ. There is no assurance that you'll earn as much.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1 (A)
Systemwide Scoop Shops Outlet Summary
For Years 2023 to 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	155	149	-6
	2024	149	152	+3
	2025	152	155	+3
Company-Owned	2023	2	2	0
	2024	2	2	0
	2025	2	2	0
Total Outlets	2023	157	151	-6
	2024	151	154	+3
	2025	**154**	**157**	**+2**

Notes:

1) All numbers are of December 31 for each year.

2) We and/or our affiliates also have franchises and/or company-owned stores in portions of Europe and Asia, as well as Australia and New Zealand, Canada, and in the Caribbean. For details, visit our website at www.benjerry.com.

4) As described in Item 1, we previously franchised "Featuring Scoop Shops." We no longer offer these franchises.

5) As of December 31, 2025, we had a total of 17 franchised Special Venue Scoop Shops, which include Shops operated at Institutional Facilities; this franchise program is described in a separate Disclosure Document.

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Table No. 1(B)
Systemwide Satellite Scoop Shops Outlet Summary
For Years 2023 to 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	14	14	0
	2024	14	15	+1
	2025	15	16	+1
Company-Owned	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Total Outlets	**2023**	**14**	**14**	**0**
	2024	**14**	**15**	**+1**
	2025	**15**	**16**	**+1**

Notes:

1) All numbers are as of December 31 for each year.

Table No. 2(A)
Transfers of Scoop Shop Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2023 to 2025

State	Year	Number of Transfers
California	2023	2
	2024	0
	2025	0
Connecticut	2023	1
	2024	0
	2025	0
Georgia	2023	1
	2024	0
	2025	0
Illinois	2023	1
	2024	0
	2025	0
Massachusetts	2023	0
	2024	0
	2025	1

State	Year	Number of Transfers
Missouri	2023	0
	2024	0
	2025	1
New Hampshire	2023	0
	2024	1
	2025	0
New Jersey	2023	0
	2024	3
	2025	1
New York	2023	1
	2024	0
	2025	0
North Carolina	2023	2
	2024	1
	2025	2
Tennessee	2023	2
	2024	0
	2025	0
Washington	2023	1
	2024	2
	2025	0
Totals	**2023**	**12**
	2024	**7**
	2025	**5**

Note: There has been no franchise-related activity in states not listed above.

Table No. 2(B)
Transfers of Satellite Scoop Shop Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2023 to 2025

State	Year	Number of Transfers
Georgia	2023	1
	2024	0
	2025	0
Washington	2023	0
	2024	1
	2025	0

State	Year	Number of Transfers
Washington, DC	2023	0
	2024	0
	2025	1
Totals	**2023**	**1**
	2024	**1**
	2025	**0**

Note: There has been no franchise related activity in states not listed above.

Table No. 3(A)
Status of Franchised Scoop Shops
For Years 2023 to 2025
(Please review this table in conjunction with the notes that follow.)

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
California	2023	20	0	0	0	0	2	18
	2024	18	0	0	0	0	2	16
	2025	16	1	0	0	0	2	15
Colorado	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Conn.	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	0	6
	2025	6	0	0	0	0	0	6
District of Columbia	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Florida	2023	20	0	0	0	0	1	19
	2024	19	0	0	0	0	2	17
	2025	17	1	0	0	0	1	17
Georgia	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Illinois	2023	3	0	0	0	0	0	3
	2024	3	1	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Maine	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Maryland	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	1	0	0	0	0	4
Mass.	2023	13	1	0	0	0	0	14
	2024	14	1	0	0	0	0	15
	2025	15	0	0	0	0	0	15
Michigan	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Minnesota	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Missouri	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Nevada	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
	2025	2	0	0	0	0	0	2
New Hampshire	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
New Jersey	2023	7	0	0	0	0	1	6
	2024	6	0	0	0	0	0	6
	2025	6	0	0	0	0	0	6
New York	2023	12	0	0	0	0	1	11
	2024	11	2	0	0	0	0	13
	2025	13	2	0	0	0	0	15
North Carolina	2023	10	0	0	0	0	0	10
	2024	10	0	0	0	0	2	8
	2025	8	0	0	0	0	0	8
Ohio	2023	2	0	0	0	0	0	2
	2024	2	1	0	0	0	0	3
	2025	3	1	0	0	0	0	4
Oregon	2023	4	0	0	0	0	1	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	1	2
Penn.	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Puerto Rico	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Rhode Island	2023	3	1	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
South Carolina	2023	3	0	0	0	0	0	3
	2024	3	1	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Tennessee	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
	2025	5	0	0	0	0	0	5
Texas	2023	6	0	0	0	0	0	6
	2024	6	1	0	0	0	1	6
	2025	6	0	0	0	0	0	6
Vermont	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Virginia	2023	10	0	0	0	0	2	8
	2024	8	0	0	0	0	0	8
	2025	8	0	0	0	0	0	8
Wash.	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	0	6
	2025	6	1	0	0	0	0	7
Wisconsin	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Total	**2023**	**155**	**2**	**0**	**0**	**0**	**8**	**149**
	2024	**149**	**10**	**0**	**0**	**0**	**7**	**152**
	2025	**152**	**7**	**0**	**0**	**0**	**4**	**155**

Notes:

1) As described in **Item 1**, we acquired the franchise agreements from Homemade (our direct parent company), on December 29, 2000.

2) All numbers are as of December 31 for each year.

3) There has been no franchise related activity in states not listed above

4) As described in **Item 1**, our standard Franchise Agreement is for a term of 10 years, but we may approve shorter terms under limited circumstances. The numbers above include Scoop Shops for both 10-year and shorter terms.

5) We and/or our affiliates also have franchises and/or company-owned stores in portions of Europe and Asia, as well as Australia and New Zealand, Canada, and in the Caribbean. For details, visit our website at www.benjerry.com.

6) As described in **Item 1**, we previously franchised "Featuring Scoop Shops." We no longer offer these franchises. As of December 31, 2025, we had a total of 17 franchised Special Venue Scoop Shops, which include Shops operated at Institutional Facilities; this franchise program is described in a separate Disclosure Document.

Table No. 3(B)
Status of Franchised Satellite Scoop Shops
For Years 2023 to 2025

(Please review this table in conjunction with the notes that follow.)

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
California	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Georgia	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Mass.	2023	2	0	0	0	0	0	2
	2024	2	1	0	0	0	0	3
	2025	3	0	0	0	0	0	3
New York	2023	1	0	0	0	0	1	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Rhode Island	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
South Carolina	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	1	3
	2025	3	0	0	0	0	0	3
Tennessee	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	1	0	0	0	0	2
Virginia	2023	3	0	0	0	0	0	3
	2024	3	1	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Washington	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Total	**2023**	**14**	**1**	**0**	**0**	**0**	**1**	**14**
	2024	**14**	**2**	**0**	**0**	**0**	**1**	**15**
	2025	**15**	**1**	**0**	**0**	**0**	**0**	**16**

Notes:

1) There has been no franchise related activity in states not listed above.

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

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Vermont	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
	2025	2	0	0	0	0	2
Total	**2023**	**2**	**0**	**0**	**0**	**0**	**2**
	2024	**2**	**0**	**0**	**0**	**0**	**2**
	2025	**2**	**0**	**0**	**0**	**0**	**2**

Note: There has been no company-owned Shop activity in states not listed above for the dates indicated.

Table No. 5
Projected Scoop and Satellite Shop Openings as of December 31, 2025

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in The Next Fiscal Year	Projected New Company-Owned Outlets In the Next Fiscal Year
California	1	0	0
Florida	2	0	0
Indiana	1	0	0
Maryland	0	1	0
New York	1	1	0
South Carolina	2	0	0
Texas	0	1	0
Washington	1	0	0
Total	**8**	**3**	**0**

* * *

The names, addresses, and telephone numbers of our franchisees and developers as of December 31, 2025 are listed in **Exhibit M**.

The name, city, state and last known telephone number of every franchisee and developer who has had an agreement terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under our Franchise Agreement during the fiscal year ended December 31, 2025 or who has not communicated with us within ten weeks of the date of this Disclosure Document are listed in **Exhibit M**.

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

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with Ben & Jerry's Franchising, Inc. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

We do not know of any trademark-specific franchisee organization associated with the franchise system being offered. No independent franchisee organization has asked to be included in this Disclosure Document.

ITEM 21
FINANCIAL STATEMENTS

Our consolidated financial statements listed below are attached to this **Item 21** in the following order:

1. Audited Consolidated Financial Statements as of and for the years ended December 31, 2025 and December 31, 2024.

2. Audited Consolidated Financial Statements as of and for the years ended December 31, 2024 and December 31, 2023.

3. Unaudited Consolidated Financial Information[1] for the quarter ended March 31, 2026.

Our consolidated financial statements show that our revenue is derived from: (i) net sales from Company owned stores, (ii) franchise fee revenue (from initial franchise fees, and franchise fees related to area franchise agreements), (iii) royalty fee revenue, and (iv) commission revenue recognized at 20% of all ice cream sales that we facilitate between Homemade (our direct parent company) and our franchisees. The commission revenue of 20% is contractually paid to us by Homemade. Our consolidated financial statements do not show ice cream sales made to franchisees, or the costs of these ice cream sales made to franchisees. Those ice cream sales and related costs are reflected only on the books of Homemade.

[1]The Unaudited Consolidated Financial Information has not been subject to an audit or review by an independent auditor.

BEN & JERRY'S FRANCHISING, INC. AND SUBSIDIARY

Consolidated Financial Statements

December 31, 2025 and 2024

(With Independent Auditors' Report Thereon)

BEN & JERRY'S FRANCHISING, INC. AND SUBSIDIARY

December 31, 2025 and 2024

Table of Contents

	Page(s)
Independent Auditors' Report	1–2
Consolidated Financial Statements:	
Consolidated Balance Sheets as of December 31, 2025 and 2024	3
Consolidated Statements of Operations for the years ended December 31, 2025 and 2024	4
Consolidated Statements of Changes in Shareholder's Equity for the years ended December 31, 2025 and 2024	5
Consolidated Statements of Cash Flows for the years ended December 31, 2025 and 2024	6
Notes to Consolidated Financial Statements	7–19

KPMG LLP
Suite 4000
150 John F. Kennedy Parkway
Short Hills, NJ 07078-2702

Independent Auditors' Report

The Board of Directors
Ben & Jerry's Franchising, Inc.

Report on the Audit of the Consolidated Financial Statements

Opinion

We have audited the consolidated financial statements of Ben & Jerry's Franchising, Inc. and its subsidiary (the Company), which comprise the consolidated balance sheets as of December 31, 2025 and 2024, and the related consolidated statements of operations, changes in shareholder's equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024, and the results of its operations and its cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

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

Responsibilities of Management for the Consolidated Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

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

KPMG LLP, a Delaware limited liability partnership, and its subsidiaries are part of the KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated 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 consolidated 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 the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

KPMG LLP

Short Hills, New Jersey
May 18, 2026

BEN & JERRY'S FRANCHISING, INC. AND SUBSIDIARY
Consolidated Balance Sheets
(In Thousands)

	2025	2024
Assets		
Current assets		
Cash	$ 1,556	$ 1,487
Accounts receivable, allowance for credit losses of $22 and $90 at December 31, 2025 and 2024, respectively	1,350	348
Due from parent, net	41,993	35,002
Inventories	196	161
Prepaid expenses and other current assets	819	598
Total current assets	45,914	37,596
Deferred tax assets	494	326
Fixed assets, net	274	425
Right of use asset, operating	192	269
Indefinite Lived Intangibles	705	705
Total assets	$ 47,579	$ 39,321
Liabilities and Equity		
Current liabilities		
Accounts payable	$ 1,156	$ 693
Accrued liabilities	1,955	1,244
Due to related party	7,501	17,261
Current tax liabilities	542	458
Current portion of operating lease liability	82	79
Deferred revenue	83	54
Total current liabilities	11,319	19,789
Deferred revenue, noncurrent	573	308
Non-current portion of operating lease liability	128	210
Total liabilities	12,019	20,307
Shareholder's equity		
Common stock ($1 par value, authorized 1,000 shares; issued and outstanding, 100 shares)	-	-
Additional paid-in capital	29,773	14,311
Retained earnings	5,786	4,703
Total equity	35,559	19,014
Total liabilities and shareholder's equity	$ 47,579	$ 39,321

See accompanying notes to consolidated financial statements

BEN & JERRY'S FRANCHISING, INC. AND SUBSIDIARY
Consolidated Statements of Operations
(In Thousands)

	2025	2024
Net product sales	$ 5,835	$ 6,317
Other revenues		
Commission revenue	4,312	4,449
Franchise fee revenue	54	54
Royalty fee revenue	2,731	2,663
Franchise advertising contribution	2,130	2,191
Total revenues	15,062	15,674
Cost of sales	1,873	2,133
Gross profit	13,189	13,541
Selling, general and administrative expenses	11,726	11,824
Profit from operations	1,463	1,717
Other (expense) income		
Interest expense from related party	(6)	(8)
Profit before income taxes	1,457	1,709
Income tax (expense) benefit	(374)	(415)
Net profit	$ 1,083	$ 1,294

See accompanying notes to consolidated financial statements

BEN & JERRY'S FRANCHISING, INC. AND SUBSIDIARY
Consolidated Statements of Changes in Shareholder's Equity
(In Thousands)

	Common Stock Shares	Common Stock $1 par/Share	Paid-In Capital	Retained Earnings	Total Equity
Balance, December 31, 2023	100	$ -	$ 14,311	$ 3,409	$ 17,720
Net Profit	-	-	-	1,294	1,294
Balance, December 31, 2024	100	-	14,311	4,703	19,014
Capital Contribution / Conversion			15,462		15,462
Net Profit	-	-	-	1,083	1,083
Balance, December 31, 2025	100	$ -	$ 29,773	$ 5,786	$ 35,559

See accompanying notes to consolidated financial statements

BEN & JERRY'S FRANCHISING, INC. AND SUBSIDIARY
Consolidated Statements of Cash Flows
(In Thousands)

	2025	2024
Cash flows from operating activities:		
Net profit from operations	1,083	1,294
Adjustments to reconcile net profit to net cash provided by operating activities:		
Allowance for (recovery of) credit losses	-	44
Depreciation and amortization	151	155
Amortization of right of use asset, operating	77	77
Deferred income taxes	(168)	(50)
Changes in operating assets and liabilities:		
Accounts receivable	(1,002)	(17)
Inventories	(35)	58
Prepaid expenses and other assets	(221)	(182)
Due from parent, net	(6,991)	(11,761)
Accounts payable	463	152
Accrued liabilities	711	-
Operating lease obligations	(82)	(79)
Current tax liabilities	84	293
Due to related party	(9,760)	9,979
Deferred revenue	294	168
Net cash provided by operating activities	(15,396)	131
Cash flows from investing activities:		
Purchases of fixed assets	-	(33)
Net cash used in investing activities	-	(33)
Cash flows from financing activities:		
Capital Contributions/ Conversion	15,462	-
Payments on financing lease obligations	3	3
Net cash used in financing activities	15,465	3
Increase in cash	69	101
Cash at beginning of year	1,487	1,386
Cash at end of year	$ 1,556	$ 1,487

See accompanying notes to consolidated financial statements

BEN & JERRY'S FRANCHISING, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements (Dollars in Thousands)

December 31, 2025 and 2024

(1) Description of Business, Basis of Presentation, and Summary of Significant Accounting Policies

(a) *Organization*

Ben & Jerry's Franchising, Inc. (the Company) is a wholly owned subsidiary of Ben & Jerry's Homemade, Inc. (Homemade or Parent). At the Company's inception, December 3, 1997, it issued 100 shares of $1 par value common stock to its' Parent, the sole owner of the stock issued. Homemade is a wholly owned subsidiary of Conopco, Inc. (Related Party), a New York corporation, which is an indirect subsidiary of Unilever, N.V. of Rotterdam and Unilever, PLC of London (together, Unilever). Conopco, Inc. is a holding company for Unilever's principal operations in the United States. Unilever, through its subsidiaries, is a global manufacturer and marketer of high quality, brand name products for consumers throughout the world.

The Company established a legal entity in 2010, Ben & Jerry's Gift Card LLC, (the Subsidiary) in Florida as a subsidiary of the Company. The purpose of the Subsidiary is to administer a national gift card program for the franchisees and Company owned stores. The Subsidiary is consolidated into the Company's financial statements, and all intercompany activity is eliminated.

On March 19, 2024, Unilever PLC announced plans to separate its Ice Cream business as a separate standalone business, and a productivity program to drive faster growth and higher margin for the Group. Due to the timing and the expected timeframe included as part of the announcement, we do not believe that there is any impact on the financial statements of the Company for the year ended December 31, 2025.

In December 2025, Unilever completed the separation of its global Ice Cream business into a standalone company, The Magnum Ice Cream Company ("TMICC"). As part of the demerger, the Company became a subsidiary of TMICC rather than Unilever. During the demerger, $15,462 of outstanding intercompany debt with Unilever was converted into equity for the Company. The conversion was accounted for as a capital contribution and, accordingly, did not affect the Company's results of operations.

Management concluded that no conditions or events raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the financial statements are issued.

(b) *Business*

The Company is a Vermont corporation incorporated on December 3, 1997. Effective December 29, 2000, the Company acquired from Homemade all of the rights to use, and license to use in the United States, the Ben & Jerry's trademarks, the franchise system (the System), and other intellectual property rights appropriate for the Company to fulfill the obligations of "franchisor" under the franchise and related agreements. The System refers to a distinctive system relating to the establishment and operation of company-owned and franchised scoop shops that feature Ben & Jerry's products, including ice cream, sorbet, frozen yogurt, frozen desserts, toppings, confections, novelties, fountain ingredients, and other food and beverage items, as well as proprietary gift products. Also on December 29, 2000, all Homemade owned stores and related franchising activities and support were contributed to the Company.

At December 31, 2025 and 2024, there were 192 and 207 franchise outlets in operation, respectively. During 2025 and 2024, the Company owned and operated the following stores:

Vermont

Burlington – Downtown
Waterbury

The Company relies on TMICC and Homemade to provide management, administrative and operational support post demerger. The consolidated financial statements include allocations from these companies of certain expenses, which management has determined to be a reasonable reflection of the utilization of services provided or the benefit received by the Company for the years ended December 31, 2025 and 2024.

The consolidated financial statements have been prepared with the understanding that Homemade has the ability and intent to financially support the Company's operations so as to enable the Company to meet its obligations as they become due through April 30, 2027, via a parental support letter dated April 2026.

(c) ***Use of Estimates***

The preparation of consolidated financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. The Company's significant estimates include the assessment of any impairment of its intangible assets and the allowance for credit losses. Actual results could differ from those estimates.

(d) ***Trade Accounts Receivable***

The Company records receivables and accesses collectability of outstanding receivables in accordance with ASC 326 Financial Instruments-Credit Losses.

Trade accounts receivable are recorded at the invoiced amount and do not bear interest. Amounts collected on trade accounts receivable are included in net cash provided by operating activities in the consolidated statements of cash flows. The Company maintains an allowance for credit losses for estimated losses inherent in its accounts receivable portfolio. The estimate of expected credit losses is based on the Company's historical loss experience, adjusted for current and reasonable and supportable forecasts of economic conditions and other pertinent factors affecting the Company's customers such as known credit risk or industry trends. The Company reviews its allowance for credit loss accounts monthly. Past due balances over 90 days and over a specified amount are reviewed individually for collectability. Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. The Company does not have any off-balance-sheet credit exposure related to its franchisees.

(e) ***Inventories***

Inventories are stated at the lower of cost or net realizable value. The Company costs inventory utilizing First In First Out (FIFO).

(f) ***Fixed Assets***

Fixed assets are carried at cost less accumulated depreciation and amortization. Depreciation, including amortization of leasehold improvements, is computed using the straight-line method over the shorter of the estimated useful lives of the related assets or lease term. Fixed assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If circumstances require a long-lived asset or asset group be tested for possible impairment, the Company first compares undiscounted cash flows expected to be generated by that asset or asset group to its carrying amount. If the carrying amount of the long-lived asset or asset group is not recoverable on an undiscounted cash flow basis, an impairment is recognized to the extent that the carrying amount exceeds its fair value. Fair value is determined through various valuation techniques including discounted cash flow models, quoted market values and third-party appraisals, as considered necessary. For the years ended December 31, 2025 and 2024, no events or circumstances occurred that required an asset or asset group to be tested for impairment.

(g) ***Intangible Assets***

Intangible assets include territory rights. Under authoritative guidance for intangible assets, intangible assets deemed to have an indefinite life are not subject to amortization, but instead, are subject to an annual impairment test. As discussed in note 4, management evaluates the carrying value of its indefinite lived intangible assets on a yearly basis.

(h) ***Other Assets***

Other current assets and other assets consist of prepaid annual meetings, prepaid services and deposits.

(i) ***Leases***

The Company accounts for its leases in accordance with ASC 842 (Topic 842), *Leases*. The Company determines if an arrangement is or contains a lease at contract inception. The Company recognizes a right-of-use (ROU) asset and a lease liability at the lease commencement date. For both operating and financing leases, the Company separates lease and non-lease components. Lease liabilities are recognized at the present value of the fixed lease payments using a discount rate based on similar borrowing rates available to the Company. Right of use assets are recognized based on the initial present value of the fixed lease payments plus any direct costs from executing the leases. Lease assets are tested for impairment in the same manner as long-lived assets used in operations. The Company does not recognize ROU assets and lease liabilities for short-term leases that have a lease term of 12 months or less. The Company recognizes the lease payments associated with its short-term transportation equipment leases as an expense on a straight-line basis over the lease term. As of December 31, 2025, the weighted average discount rate of outstanding operating leases was 2.3%.

(j) ***Revenue Recognition***

Revenue is recognized in accordance with the five-step revenue model under *ASU 2014-09, Revenue from Contracts with Customers (Topic 606)* as follows; identifying the contract with the customer; identifying the performance obligations in the contract; determining the transaction price; allocating the transaction price to the performance obligations; and recognizing revenue when (or as) the entity satisfies a performance obligation.

The following are the main revenue streams for Ben & Jerry's Franchising:

- Revenue arising from Franchisees:
  - Franchise license fees
  - Royalties
  - Advertising fees
- Other revenues
  - Net Product Sales from Company owned stores
  - Commission Revenue from Parent

The Company's primary performance obligation related to revenue arising from Franchisees is granting certain rights to use the Company's intellectual property, and all other services the Company provides under the franchise agreement are highly interrelated, not distinct within the contract, and therefore accounted for under ASC 606 as a single performance obligation, which is satisfied over the term of each franchise agreement.

The Company has two company owned scoop shops as noted in b) above. These locations generate net product sales through customers purchasing ice cream and related products at a point in time (the customer transaction represents a single performance obligation that is satisfied in the shop) and are fully functioning scoop shops that mirror our independent franchisees. These shops report all their sales to the Company which appear as Net Product Sales on the Consolidated Statement of Operations. The Company pays all the expenses on behalf of the two locations.

The Company recognizes commission revenue from its Parent based on the Parent's gross manufacture and sales of ice cream products and ingredients specific to the franchise business. This single performance obligation is satisfied (commission earned) when these products are sold by the Parent to TMICC which then sells the products to the distribution network.

Franchise license fees

Generally, the franchise license granted for each scoop shop represents a single performance obligation. Therefore, initial franchise fees are recognized on a straight-line basis over the term of the respective franchise agreement, typically 10 years, from the date the scoop shop opens.

At the onset of a franchise agreement or prior to the end of an existing franchise term or as otherwise provided by the Company, any upfront fees are recognized on a straight-line basis over the term of the respective scoop shop agreement.

A franchisee may elect to renew the term of a franchise agreement and, if approved, may pay a renewal fee upon execution of the renewal term. Renewal fees paid are recognized in the same manner as upfront fees noted above.

If approved, a franchisee may transfer a franchise agreement to a new or existing franchisee, at which point a transfer fee may be paid and recognized over the term of the agreement. Transfers typically

result in a new franchise agreement with a 10-year full franchise shop term or a 5-year special venue shop term.

When a shop is transferred, a new agreement is created with the new franchisee and any transfer fee is recognized over the term of the new franchise agreement beginning at the time of transfer. Fees received or receivable that are expected to be recognized as revenue within one year are classified as current deferred revenue in the consolidated balance sheets. Accordingly, fees that are expected to be recognized beyond a year are classified as long-term deferred revenue.

Royalties

Royalty fees are earned from franchisees under terms of the franchise agreement and are up to 3% of monthly gross sales of franchise owned scoop shops. Under ASC 606, the Company applies the exception for variable consideration in the form of sales-based royalties and records its royalty revenue monthly, since these royalties relate to the Company's license of intellectual property (one performance obligation). The Company recognizes royalty fees in the month that the scoop shop recognizes its gross sales.

Advertising fees

Franchise agreements typically require the franchisee to contribute to a national franchisee marketing fund (2% Fund) on a monthly basis based on 2% of franchisee gross sales, which represents a portion of the consideration received for the single performance obligation of the franchise license. The 2% Fund receipts are required to be spent on costs that meet the definition of advertising costs under ASC 720-35. The Company may make a policy election whether to allow a net surplus in the income statement or whether the costs of advertising would be accrued up to advertising contributions recognized in revenue by applying the guidance on cooperative advertising by analogy (when the fund is in an underspent position), and an overspent position would not result in the acceleration of revenue or a deferral of costs. Per the Company's initial Franchisee Development Agreements, the Company must accrue any net surplus 2% Fund contributions but not record revenue for any overspent expenses from the 2% Fund. The Company recognizes revenue related to the advertising fees in the month that the franchisee recognizes its gross sales, as part of the overall performance obligation related to the granting of rights to use the Company's intellectual property.

Gift card program

The Company has a gift card program for the benefit of its franchisees. The Company and its franchisees sell gift cards that are redeemable for products and/or retail merchandise at franchised scoop shops. The gift card program, including an e gifting component, is administered by Square. For gift cards sold and redeemed by franchisees through Square, the Company acts as an agent, as it does not control the underlying goods or services prior to redemption, and the related funds for gift card sales and redemptions remain with the franchisee.

The gift card program also includes legacy WorldPay gift cards and gift cards sold at one location and redeemed at another location. With respect to these transactions, the Company is responsible for

facilitating settlement between franchisees. On a quarterly basis, the Company initiates a manual process to reimburse ("true up") franchisees for redemptions of legacy WorldPay cards and cross location redemptions.

Although the underlying gift card sale and redemption activity is economically attributable to the franchisees, the Company records a gift card liability and corresponding cash for amounts held by the Company related to the truing up process, as the Company has an obligation to remit cash to franchisees upon redemption. The gift card liability is recorded in accrued liabilities, with a corresponding cash balance, until settlement occurs.

Other revenues

For Company owned stores, revenue and the related costs are recognized when product is sold to the consumer.

Commission revenue from the Parent is recognized in the period the ice cream is sold at a rate of 20% for all scoop shop related ice cream sales that the Parent sells to TMICC as noted above.

(k) ***Advertising***

Advertising costs are expensed as incurred. Promotional costs are expensed no later than at the start of the related promotional event. The Company receives advertising fees from franchisees for an amount up to 2% of their gross sales. The Company uses these fees, combined with additional amounts paid by the Company, to fund the advertising activities for the franchise operations.

The Company is obligated to spend the fees on behalf of the franchise shops.

Total advertising costs incurred by the Company were approximately $2,042 and $2,058 in 2025 and 2024, respectively. Total advertising fees charged to franchised shops were approximately $2,130 and $2,191 in 2025 and 2024, respectively, and these fees are included in the revenue arising from franchisees. The total advertising revenue charged exceeded advertising costs by $88 in 2025 and $133 in 2024.

(l) ***Income Taxes***

The Company accounts for income taxes under the asset and liability method. Under the asset and liability method, deferred tax assets and liabilities are recognized for the tax consequences of temporary differences between the financial reporting and tax bases of the Company's assets and liabilities. Deferred income tax assets and liabilities are measured using the currently enacted tax rates that apply to taxable income in effect for the years in which those tax assets are expected to be realized or settled. If it is more likely than not that some portion or all of a deferred tax asset will not be realized, a valuation allowance is recorded. All deferred tax assets and liabilities balances have been offset by taxing jurisdictions and classified as noncurrent on the consolidated balance sheets as of December 31, 2025 and 2024.

The Company applies the authoritative accounting guidance for and disclosure of uncertain income tax positions. This guidance requires the Company to determine whether a tax position is more likely than not to be sustained upon examination, including resolution of any related appeals or litigation

processes, based on the technical merits of the position. The Company recognizes interest and penalties related to income tax matters as income tax expense. Management has evaluated and concluded that it does not have any uncertain tax positions.

The Company is included in the 2025 consolidated federal and state tax returns of the Unilever United States Group (UNUS Group). The UNUS Group represents all US affiliates of Unilever, including the Company, its Parent and its Parent's parent Conopco, Inc. The Company's income tax expense, including any current tax payable or refundable and related deferred income taxes, are computed as if the Company filed separate income tax returns. Any resulting payable or refund is paid to or received from Homemade.

For 2026 the Company will be included in TMICC consolidated federal and state returns post demerger from the UNUS group.

Recently Issued Accounting Pronouncements

In December 2023, the FASB issued ASU 2023 09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures, which enhances the transparency and decision usefulness of income tax disclosures. The guidance will be effective for the Company for fiscal year ending December 31, 2026. The Company is evaluating the impact of this standard on its consolidated financial statements.

(2) Inventories

Inventories consist of the following at December 31:

	2025	2024
Ice cream	$ 40	$ 49
Paper goods	16	18
Food, beverages and gift items	140	94
	$ 196	$ 161

(3) Fixed Assets, net

Fixed assets, net consist of the following at December 31:

	Estimated Useful Lives/Lease Term	2025	2024
Building leasehold improvements	3-10 years	$ 937	$ 970
Equipment and furniture	3-14 years	716	683
		1,653	1,653
Less accumulated depreciation and amortization		1,379	1,228
		$ 274	$ 425
Construction in process		$ -	$ -
		$ 274	$ 425

Depreciation expense for the years ended December 31, 2025 and 2024 was approximately $151 and $155, respectively.

(4) Intangible Assets

Intangible assets represent franchise territory rights owned by the Company in the states of California and North Carolina. These territory rights are considered to have indefinite-lives and are included in intangible assets on the consolidated balance sheets.

The territory rights are indefinite by nature, and as such there are no costs incurred by the Company to renew or extend the terms.

The Company performs the annual test for impairment of these indefinite-lived intangible assets as of December 31. The impairment test for indefinite-lived intangible assets involves comparing the fair value of such assets with their carrying value, with any excess of carrying value over fair value recorded as an impairment charge. To determine fair value for indefinite-lived intangible assets, the Company uses the discounted cash flows that the asset or asset group can be expected to generate in the future. This valuation method requires management to project revenues, expenses, and cash flows over a multi-year period, as well as determine the weighted average cost of capital to be used as a discount rate. Significant management judgment is involved in preparing these estimates. Changes in projections or estimates could significantly change the estimated fair value of the indefinite-lived intangible assets. In addition, if management uses different assumptions or estimates in the future or if conditions exist in future periods that are different than those anticipated, operating results and the balances of indefinite-lived intangible assets could be affected by impairment charges.

As of December 31, 2025, and 2024, the indefinite-lived intangible assets had a carrying value of $705. There was no impairment of intangible assets for the years ended December 31, 2025 and 2024.

(5) Income Taxes

The provision (benefit) for income taxes includes:

	Year ended Decmeber 31, 2025	2024
Current:		
Federal	$ 469	$ 428
State	73	38
	542	466
Deferred:		
Federal	(167)	(64)
State	(1)	13
	(168)	(51)
Total income tax provision (benefit)	$ 374	$ 415

Significant components of the Company's deferred tax assets and liabilities are as follows:

	As of December 31, 2025	2024
Deferred tax assets:		
Fixed assets	$ 159	$ 136
Lease liabilities	44	61
Deferred revenue	138	76
Other accruals	103	19
State NOL, net	202	224
Deferred revenue state taxes	36	13
Federal NOL carryforward	-	-
Total deferred tax assets	$ 682	$ 528
Deferred tax liabilities:		
Intangible assets	$ (148)	$ (146)
Lease assets	(40)	(57)
Total deferred tax liabilities	$ (188)	$ (203)
Net deferred tax assets	$ 494	$ 326

The Company assesses the recoverability of deferred tax assets at each reporting date and where applicable, a valuation allowance is recognized when, based on the weight of all available evidence, it is considered more likely than not that all, or some portion, of the deferred tax assets will not be realized. The Company's assessment includes an analysis of reversing deferred tax liabilities and forecasted pre-tax income from operations. As of December 31, 2025 and 2024, there was no valuation allowance recorded.

A reconciliation of the income tax provision with amounts computed at the U.S. federal statutory rate is as follows:

	2025	Percentage	2024	Percentage
Computed tax provision at federal statutory rate	$ 306	21.3%	$ 358	21.0%
State and local taxes, net of federal benefit	$ 57	3.8%	$ 43	2.5%
Non-deductible expenses	$ 11	0.6%	$ 14	0.8%
Other	$ -	0.0%	$ 0	0.0%
Income tax provision	$ 374	25.7%	$ 415	24.3%

(6) Leases

The Company, as a lessee, is obligated under non-cancelable lease agreements for the rental of real estate property that expire through June 2026 and a vehicle which expired in December 2024. The real estate lease is considered an operating lease and contains renewal options and escalation clauses that

provide for increased rentals based upon a fixed rate, real estate taxes and the landlords' operating expenses. The vehicle lease is considered a financing lease.

At December 31, 2025 the weighted average remaining lease term for the operating leases was 3.5 years and the weighted average discount rate of outstanding operating leases was 2.3%.

The following is a maturity analysis of the annual undiscounted cash flows of the operating lease liability as of December 31, 2025:

	Year Ending December 31,	**Amount**
Within 1 Year	2026	$ 85
After 1 Year but within 2 Years	2027	87
After 2 Years but within 3 Years	2028	44
	Thereafter	
		$ 216
	Less: imputed interest	6
	Lease liability at December 31, 2024	$ 210

Lease expense comprises the following for the years ended December 31, 2025 and 2024:

	2025	**2024**
Finance lease expense		
Amortization of right-of-use assets	$ -	$ -
Total finance lease expense	-	-
Operating lease expense	$ 84	$ 84
Variable lease expense	-	-
Total lease expense	$ 84	$ 84

(7) Revenue recognition

(a) Disaggregation of revenue

Revenues are disaggregated by timing of revenue recognition related to contracts with customers ("ASC 606") as follows:

	2025	2024
Revenues recognized over time:		
Franchise fees	54	54
Royalty income	2,731	2,663
Advertising fees	2,130	2,191
Total revenues recognized over time	4,915	4,908
Revenues recognized at a point in time:		
Net product sales	5,835	6,317
Commission revenue	4,312	4,449
Total Revenues recognized at a point in time:	10,147	10,766
Total revenues	$ 15,062	$ 15,674

(b) Contract balances

Information about contract assets and contract liabilities is as follows:

	2025	2024
Receivables	$ 1,350	$ 348
Deferred revenue:		
Deferred revenue	83	54
Deferred revenue, noncurrent	573	308
Total	$ 656	$ 362

Receivables relate primarily to payments due for royalties and advertising fees. Deferred revenue primarily represents the Company's remaining performance obligations under its franchise agreements for which consideration has been received or is receivable and is generally recognized on a straight-line basis over the remaining term of the related agreement.

(c) Transaction price allocated to remaining performance obligations

Estimated revenue expected to be recognized in the future related to deferred revenue as of December 31, 2025 is as follows:

Fiscal year:		
2026	$	99
2027		91
2028		80
2029		68
2030		62
Thereafter		256
Total	$	656

The estimated revenue in the table above does not contemplate future franchise renewals or new franchise agreements for which a franchise agreement does not exist at December 31, 2025.

(8) Transactions with Parent

Homemade, and its parent, TMICC, perform a number of services on behalf of the Company. These services include cash management, the processing of accounts payable and payroll, and the payment of workers compensation, insurance, and income taxes. The Company reimburses Homemade and its parent TMICC, Inc. for all amounts processed and/or paid on the Company's behalf. The consolidated financial statements include allocations from these companies for these expenses, which include approximately $3,903 for personnel costs, $35 for rent and utility costs and $516 for other services in 2025, and $5,011 for personnel costs and $125 for rent and utility costs and $232 for other services in 2024.

TMICC has committed to provide additional funding to the Company, in the event that BJF requires such funds.

Ben & Jerry's Franchising, Inc. facilitates the sale of bulk tubs of ice cream by Homemade, Inc. to the Company-owned and franchise scoop shops. The Company receives commission revenue of 20%, on the sales they facilitate. The amount of commission revenue earned in 2025 and 2024 was $4,312 and $4,449, respectively.

The intercompany receivables and payables balances are settled on a periodic basis. All amounts due to and from the Parent are presented separately as a single net amount on the consolidated balance sheet as the Company has both the right and the intent to offset amounts due to and from the Parent. Due from Parent to the Company was $41,993 and $35,002 at December 31, 2025 and 2024, respectively and presented in current assets on the balance sheet.

Similarly, all amounts due to and from TMICC, the Related party, are presented as a single net amount on the consolidated balance sheet as the Company as both the right and intent to offset amounts due to and from TMICC. Due to the Related party from the Company was $7,501 and $17,261 at December 31, 2025 and 2024.

Unilever PLC is a former parent of the Company and, following the December 2025 demerger of Unilever's Ice Cream business, retains an indirect minority ownership interest in TMICC. As a result of this continued ownership interest and the Company's historical relationship with Unilever, Unilever is considered a related party for financial reporting purposes. During the year ended December 31, 2025, $15,462 of intercompany debt owed by the Company to Unilever was converted into equity in connection with the demerger and accounted for as a capital contribution. At year end December 31,2025 the Company had $722 in outstanding receivables with Unilever from the demerger that will clear in the following year.

(9) Commitments and Contingencies

The Company is subject to various legal actions arising in the normal course of business. Although the outcome of such actions cannot be determined with certainty, the Company's general counsel and management believe that the final outcome would not have a material effect on the Company's financial position, results of operations or cash flows.

(10) Subsequent Events

Management has evaluated subsequent events for the period from December 31, 2025, through May 18, 2026, the date on which the financial statements were available to be issued.

BEN & JERRY'S FRANCHISING, INC. AND SUBSIDIARY

Consolidated Financial Statements

December 31, 2024 and 2023

(With Independent Auditors' Report Thereon)

BEN & JERRY'S FRANCHISING, INC. AND SUBSIDIARY

December 31, 2024 and 2023

Table of Contents

	Page(s)
Independent Auditors' Report	1–2
Consolidated Financial Statements:	
Consolidated Balance Sheets as of December 31, 2024 and 2023	3
Consolidated Statements of Operations for the years ended December 31, 2024 and 2023	4
Consolidated Statements of Changes in Shareholder's Equity for the years ended December 31, 2024 and 2023	5
Consolidated Statements of Cash Flows for the years ended December 31, 2024 and 2023	6
Notes to Consolidated Financial Statements	7–19

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Independent Auditors' Report

The Board of Directors
Ben & Jerry's Franchising, Inc.

Report on the Audit of the Consolidated Financial Statements

Opinion

We have audited the consolidated financial statements of Ben & Jerry's Franchising, Inc. and its subsidiary (the Company), which comprise the consolidated balance sheets as of December 31, 2024 and 2023, and the related consolidated statements of operations, changes in shareholder's equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

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

Responsibilities of Management for the Consolidated Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

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

KPMG LLP, a Delaware limited liability partnership and a member firm of the KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated 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 consolidated 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 the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

KPMG LLP

Short Hills, New Jersey
April 22, 2025

BEN & JERRY'S FRANCHISING, INC. AND SUBSIDIARY

Consolidated Balance Sheets

December 31, 2024 and 2023
(In thousands)

Assets		2024	2023
Current assets:			
Cash	$	1,487	1,386
Accounts receivable, allowance for credit losses of $90 and $46 at December 31, 2024 and 2023, respectively		348	375
Due from parent, net		35,002	23,241
Inventories		161	219
Prepaid expenses and other current assets		598	416
Total current assets		37,596	25,637
Deferred tax assets		326	276
Fixed assets, net		425	546
Right of use asset, operating		269	346
Intangible assets, net		705	705
Total assets	$	39,321	27,510
Liabilities and Shareholder's Equity			
Current liabilities:			
Accounts payable	$	693	541
Accrued liabilities		1,244	1,244
Due to related party		17,261	7,282
Current tax liabilities		458	165
Current portion of operating lease liability		79	76
Deferred revenue		54	47
Total current liabilities		19,789	9,355
Deferred revenue, noncurrent		308	147
Other non-current liabilities		210	288
Total liabilities		20,307	9,790
Shareholder's equity:			
Common stock ($1 par value, authorized 1,000 shares; issued and outstanding, 100 shares)		—	—
Additional paid-in capital		14,311	14,311
Retained earnings		4,703	3,409
Total shareholder's equity		19,014	17,720
Total liabilities and shareholder's equity	$	39,321	27,510

See accompanying notes to consolidated financial statements.

BEN & JERRY'S FRANCHISING, INC. AND SUBSIDIARY

Consolidated Statement of Operations

Years ended December 31, 2024 and 2023
(In thousands)

		2024	2023
Net product sales	$	6,317	5,770
Other revenues:			
Commission revenue		4,449	4,644
Franchise fee revenue		54	33
Royalty fee revenue		2,663	2,603
Franchise advertising contribution		2,191	2,057
Total revenues		15,674	15,107
Cost of sales		2,133	1,748
Gross profit		13,541	13,359
Selling, general and administrative expenses		11,824	11,799
Profit from operations		1,717	1,560
Other income (expense):			
Interest expense from related party		(8)	(9)
Profit before income taxes		1,709	1,551
Income tax (expense) benefit		(415)	(390)
Net profit	$	1,294	1,161

See accompanying notes to consolidated financial statements.

BEN & JERRY'S FRANCHISING, INC. AND SUBSIDIARY

Consolidated Statement of Changes in Shareholder's Equity

Years ended December 31, 2024 and 2023
(In thousands)

	Common Stock Shares	Common Stock $1 par/Share	Paid-in Capital	Retained Earnings	Total Equity
Balance, December 31, 2022	100	$ —	14,311	2,248	16,559
Net Profit	—	—	—	1,161	1,161
Balance, December 31, 2023	100	—	14,311	3,409	17,720
Net loss	—	—	—	1,294	1,294
Balance, December 31, 2024	100	$ —	14,311	4,703	19,014

See accompanying notes to consolidated financial statements.

BEN & JERRY'S FRANCHISING, INC. AND SUBSIDIARY

Consolidated Statements of Cash Flows

Years ended December 31, 2024 and 2023
(In thousands)

	2024	2023
Cash flows from operating activities:		
Net profit from operations	$ 1,294	1,161
Adjustments to reconcile net profit to net cash provided by operating activities:		
Allowance for (recovery of) credit losses	44	1
Depreciation and amortization	155	152
Amortization of right of use asset, operating	77	77
Amortization of right of use asset, financing	—	36
Deferred income taxes	(50)	225
Changes in operating assets and liabilities:		
Accounts receivable	(17)	(54)
Inventories	58	(37)
Prepaid expenses and other assets	(182)	(127)
Due from parent, net	(11,761)	(4,826)
Deposits	—	4
Accounts payable	152	(136)
Accrued liabilities	—	(414)
Operating lease obligations	(79)	(76)
Current tax liabilities	293	165
Due to related party	9,979	4,046
Deferred revenue	168	(74)
Net cash provided by operating activities	131	123
Cash flows from investing activities:		
Purchases of fixed assets	(33)	(8)
Net cash used in investing activities	(33)	(8)
Cash flows from financing activities:		
Payments on financing lease obligations	3	(36)
Net cash provided by financing activities	3	(36)
Increase in cash	101	79
Cash at beginning of year	1,386	1,308
Cash at end of year	$ 1,487	1,387

See accompanying notes to consolidated financial statements.

(1) Description of Business, Basis of Presentation, and Summary of Significant Accounting Policies

(a) Organization

Ben & Jerry's Franchising, Inc. (the Company) is a wholly owned subsidiary of Ben & Jerry's Homemade, Inc. (Homemade or Parent). At the Company's inception, December 3, 1997, it issued 100 shares of $1 par value common stock to its' Parent, the sole owner of the stock issued. Homemade is a wholly owned subsidiary of Conopco, Inc. (Related Party), a New York corporation, which is an indirect subsidiary of Unilever, N.V. of Rotterdam and Unilever, PLC of London (together, Unilever). Conopco, Inc. is a holding company for Unilever's principal operations in the United States. Unilever, through its subsidiaries, is a global manufacturer and marketer of high quality, brand name products for consumers throughout the world.

The Company established a legal entity in 2010, Ben & Jerry's Gift Card LLC, (the Subsidiary) in Florida as a subsidiary of the Company. The purpose of the Subsidiary is to administer a national gift card program for the franchisees and Company owned stores. The Subsidiary is consolidated into the Company's financial statements and all intercompany activity is eliminated.

On March 19, 2024, Unilever PLC announced plans to separate its Ice Cream business as a separate standalone business, and a productivity program to drive faster growth and higher margin for the Group. Due to the timing and the expected timeframe included as part of the announcement, we do not believe that there is any impact on the financial statements of the Company for the year ended December 31, 2024. In addition, the Directors believe there is no resulting impact of the announcement on the going concern status of this entity for the next 12 months.

(b) Business

The Company is a Vermont corporation incorporated on December 3, 1997. Effective December 29, 2000, the Company acquired from Homemade all of the rights to use, and license to use in the United States, the Ben & Jerry's trademarks, the franchise system (the System), and other intellectual property rights appropriate for the Company to fulfill the obligations of "franchisor" under the franchise and related agreements. The System refers to a distinctive system relating to the establishment and operation of company-owned and franchised scoop shops that feature Ben & Jerry's products, including ice cream, sorbet, frozen yogurt, frozen desserts, toppings, confections, novelties, fountain ingredients, and other food and beverage items, as well as proprietary gift products. Also on December 29, 2000, all Homemade owned stores and related franchising activities and support were contributed to the Company.

At December 31, 2024 and 2023, there were 207 and 195 franchise outlets in operation, respectively. During 2024 and 2023, the Company owned and operated the following stores:

Vermont

Burlington – Downtown
Waterbury

The Company relies on Unilever and Homemade to provide management, administrative and operational support. The consolidated financial statements include allocations from these companies of

certain expenses, which management has determined to be a reasonable reflection of the utilization of services provided or the benefit received by the Company for the years ended December 31, 2024 and 2023.

The consolidated financial statements have been prepared with the understanding that Homemade has the ability and intent to financially support the Company's operations so as to enable the Company to meet its obligations as they become due through April 30, 2026, via a parental support letter dated March 5, 2025.

(c) Use of Estimates

The preparation of consolidated financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. The Company's significant estimates include the assessment of any impairment of its intangible assets and the allowance for allowance for credit losses. Actual results could differ from those estimates.

(d) Trade Accounts Receivable

The Company records receivables and accesses collectability of outstanding receivables in accordance with ASC 326 Financial Instruments-Credit Losses. ASC 326 verses prior codification does not result in any material differences.

Trade accounts receivable are recorded at the invoiced amount and do not bear interest. Amounts collected on trade accounts receivable are included in net cash provided by operating activities in the consolidated statements of cash flows. The Company maintains an allowance for credit losses for estimated losses inherent in its accounts receivable portfolio. The estimate of expected credit losses is based on the Company's historical loss experience, adjusted for current and reasonable and supportable forecasts of economic conditions and other pertinent factors affecting the Company's customers such as known credit risk or industry trends. The Company reviews its allowance for credit loss accounts monthly. Past due balances over 90 days and over a specified amount are reviewed individually for collectability. Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. The Company does not have any off-balance-sheet credit exposure related to its franchisees.

(e) Inventories

Inventories are stated at the lower of cost or net realizable value. The Company costs inventory utilizing First In First Out (FIFO).

(f) Fixed Assets

Fixed assets are carried at cost less accumulated depreciation and amortization. Depreciation, including amortization of leasehold improvements, is computed using the straight-line method over the shorter of the estimated useful lives of the related assets or lease term. Fixed assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If circumstances require a long-lived asset or asset group be tested for possible impairment, the Company first compares undiscounted cash flows expected to be generated

by that asset or asset group to its carrying amount. If the carrying amount of the long-lived asset or asset group is not recoverable on an undiscounted cash flow basis, an impairment is recognized to the extent that the carrying amount exceeds its fair value. Fair value is determined through various valuation techniques including discounted cash flow models, quoted market values and third-party appraisals, as considered necessary. For the years ended December 31, 2024 and 2023, no events or circumstances occurred that required an asset or asset group to be tested for impairment.

(g) Intangible Assets

Intangible assets include territory rights. Under authoritative guidance for intangible assets, intangible assets deemed to have an indefinite life are not subject to amortization, but instead, are subject to an annual impairment test. As discussed in note 4, management evaluates the carrying value of its indefinite lived intangible assets on a yearly basis.

(h) Other Assets

Other current assets and other assets consist of prepaid annual meetings, prepaid services and deposits.

(i) Leases

The Company accounts for its leases in accordance with ASC 842 (Topic 842), *Leases*. The Company determines if an arrangement is or contains a lease at contract inception. The Company recognizes a right-of-use (ROU) asset and a lease liability at the lease commencement date. For both operating and financing leases, the Company separates lease and non-lease components. Lease liabilities are recognized at the present value of the fixed lease payments using a discount rate based on similar borrowing rates available to the Company. Right of use assets are recognized based on the initial present value of the fixed lease payments plus any direct costs from executing the leases. Lease assets are tested for impairment in the same manner as long-lived assets used in operations. The Company does not recognize ROU assets and lease liabilities for short-term leases that have a lease term of 12 months or less. The Company recognizes the lease payments associated with its short-term transportation equipment leases as an expense on a straight-line basis over the lease term. As of December 31, 2024, the weighted average discount rate of outstanding operating leases was 2.3%.

(j) Revenue Recognition

Revenue is recognized in accordance with the five-step revenue model under *ASU 2014-09, Revenue from Contracts with Customers (Topic 606)* as follows; identifying the contract with the customer; identifying the performance obligations in the contract; determining the transaction price; allocating the transaction price to the performance obligations; and recognizing revenue when (or as) the entity satisfies a performance obligation.

The following are the main revenue streams for Ben & Jerry's Franchising:

- Revenue arising from Franchisees:
  - Franchise license fees
  - Royalties

  - Advertising fees

- Other revenues
  - Net Product Sales from Company owned stores
  - Commission Revenue from Parent

The Company's primary performance obligation related to revenue arising from Franchisees is granting certain rights to use the Company's intellectual property, and all other services the Company provides under the franchise agreement are highly interrelated, not distinct within the contract, and therefore accounted for under ASC 606 as a single performance obligation, which is satisfied over the term of each franchise agreement.

The Company has two company owned scoop shops as noted in b) above. These locations generate net product sales through customers purchasing ice cream and related products at a point in time (the customer transaction represents a single performance obligation that is satisfied in the shop) and are fully functioning scoop shops that mirror our independent franchisees. These shops report all their sales to the Company which appear as Net Product Sales on the Consolidated Statement of Operations. The Company pays all the expenses on behalf of the two locations.

The Company recognizes commission revenue from its Parent based on the Parent's gross manufacture and sales of ice cream products and ingredients specific to the franchise business. This single performance obligation is satisfied (commission earned) when these products are sold by the Parent to Unilever's North America Supply Chain Company (UNASCC) which then sells the products to the distribution network.

(i) Franchise license fees

Generally, the franchise license granted for each scoop shop represents a single performance obligation. Therefore, initial franchise fees are recognized on a straight-line basis over the term of the respective franchise agreement, typically 10 years, from the date the scoop shop opens.

At the onset of a franchise agreement or prior to the end of an existing franchise term or as otherwise provided by the Company, any upfront fees are recognized on a straight-line basis over the term of the respective scoop shop agreement.

A franchisee may elect to renew the term of a franchise agreement and, if approved, may pay a renewal fee upon execution of the renewal term. Renewal fees paid are recognized in the same manner as upfront fees noted above.

If approved, a franchisee may transfer a franchise agreement to a new or existing franchisee, at which point a transfer fee may be paid and recognized over the term of the agreement. Transfers typically result in a new franchise agreement with a 10-year full franchise shop term or a 5-year special venue shop term.

When a shop is transferred, a new agreement is created with the new franchisee and any transfer fee is recognized over the term of the new franchise agreement beginning at the time of transfer.

Fees received or receivable that are expected to be recognized as revenue within one year are classified as current deferred revenue in the consolidated balance sheets. Accordingly, fees that are expected to be recognized beyond a year are classified as long-term deferred revenue.

(ii) Royalties

Royalty fees are earned from franchisees under terms of the franchise agreement and are up to 3% of monthly gross sales of franchise owned scoop shops. Under ASC 606, the Company applies the exception for variable consideration in the form of sales-based royalties and records its royalty revenue monthly, since these royalties relate to the Company's license of intellectual property (one performance obligation). The Company recognizes royalty fees in the month that the scoop shop recognizes its gross sales.

(iii) Advertising fees

Franchise agreements typically require the franchisee to contribute to a national franchisee marketing fund (2% Fund) on a monthly basis based on 2% of franchisee gross sales, which represents a portion of the consideration received for the single performance obligation of the franchise license. The 2% Fund receipts are required to be spent on costs that meet the definition of advertising costs under ASC 720-35. The Company may make a policy election whether to allow a net surplus in the income statement or whether the costs of advertising would be accrued up to advertising contributions recognized in revenue by applying the guidance on cooperative advertising by analogy (when the fund is in an underspent position), and an overspent position would not result in the acceleration of revenue or a deferral of costs. Per the Company's initial Franchisee Development Agreements, the Company must accrue any net surplus 2% Fund contributions but not record revenue for any overspent expenses from the 2% Fund. The Company recognizes revenue related to the advertising fees in the month that the franchisee recognizes its gross sales, as part of the overall performance obligation related to the granting of rights to use the Company's intellectual property.

(iv) Gift card program

The Company has a gift card program for the benefit of the franchisees. The Company and its franchisees sell gift cards that are redeemable for products and/or retail merchandise in the scoop shops. The gift card program is administered by Square. The gift card program also includes an E-gifting program. Under Square, funds for gift card sales and redemptions by the franchise shops remain with the franchisee.

The Company on a quarterly basis initiates a manual process to make the shops whole for redeeming legacy WorldPay (the prior administrator of the gift card program) cards (which Square refers to as 'Third Party' cards) and redeeming physical and e-gift cards sold at other locations. This transfer of funds is referred to as 'Truing Up' the shops. Funds for truing up are held as cash on the Company's balance sheet and the gift card liability is held in accrued liabilities.

(v) Other revenues

For Company owned stores, revenue and the related costs are recognized when product is sold to the consumer.

Commission revenue from the Parent is recognized in the period the ice cream is sold at a rate of 20% for all scoop shop related ice cream sales that the Parent sells to UNASCC as noted above.

(k) Advertising

Advertising costs are expensed as incurred. Promotional costs are expensed no later than at the start of the related promotional event. The Company receives advertising fees from franchisees for an amount up to 2% of their gross sales. The Company uses these fees, combined with additional amounts paid by the Company, to fund the advertising activities for the franchise operations.

The Company is obligated to spend the fees on behalf of the franchise shops.

Total advertising costs incurred by the Company were approximately $2,058 and $2,145 in 2024 and 2023, respectively. Total advertising fees charged to franchised shops were approximately $2,191 and $2,057 in 2024 and 2023, respectively, and these fees are included in the revenue arising from franchisees. The total advertising revenue charged exceeded advertising costs by $133 in 2024 and in 2023 advertising cost exceeded revenue by $88.

(l) Income Taxes

The Company accounts for income taxes under the asset and liability method. Under the asset and liability method, deferred tax assets and liabilities are recognized for the tax consequences of temporary differences between the financial reporting and tax bases of the Company's assets and liabilities. Deferred income tax assets and liabilities are measured using the currently enacted tax rates that apply to taxable income in effect for the years in which those tax assets are expected to be realized or settled. If it is more likely than not that some portion or all of a deferred tax asset will not be realized, a valuation allowance is recorded. All deferred tax assets and liabilities balances have been offset by taxing jurisdictions and classified as noncurrent on the consolidated balance sheets as of December 31, 2024 and 2023.

The Company applies the authoritative accounting guidance for and disclosure of uncertain income tax positions. This guidance requires the Company to determine whether a tax position is more likely than not to be sustained upon examination, including resolution of any related appeals or litigation processes, based on the technical merits of the position. The Company recognizes interest and penalties related to income tax matters as income tax expense. Management has evaluated and concluded that it does not have any uncertain tax positions.

The Company is included in the consolidated federal and state tax returns of the Unilever United States Group (UNUS Group). The UNUS Group represents all US affiliates of Unilever, including the Company, its Parent and its Parent's parent Conopco, Inc. The Company's income tax expense, including any current tax payable or refundable and related deferred income taxes, are computed as if the Company filed separate income tax returns. Any resulting payable or refund is paid to or received from Homemade.

(Continued)

(2) Inventories

Inventories consist of the following at December 31:

	2024	2023
Ice cream	$ 49	45
Paper goods	18	17
Food, beverages and gift items	94	158
	$ 161	220

(3) Fixed Assets, net

Fixed assets, net consist of the following at December 31:

	Estimated useful lives/ lease term	2024	2023
Building leasehold improvements	3-10 years	$ 970	937
Equipment and furniture	3-14 years	683	774
		1,653	1,711
Less accumulated depreciation and amortization		1,227	1,165
		426	546
Construction in process		—	—
		$ 426	546

Depreciation expense for the years ended December 31, 2024 and 2023 was approximately $155 and $144, respectively.

(4) Intangible Assets

Intangible assets represent franchise territory rights owned by the Company in the states of California and North Carolina. These territory rights are considered to have indefinite-lives and are included in intangible assets on the consolidated balance sheets.

The territory rights are indefinite by nature, and as such there are no costs incurred by the Company to renew or extend the terms.

The Company performs the annual test for impairment of these indefinite-lived intangible assets as of December 31. The impairment test for indefinite-lived intangible assets involves comparing the fair value of

such assets with their carrying value, with any excess of carrying value over fair value recorded as an impairment charge. To determine fair value for indefinite-lived intangible assets, the Company uses the discounted cash flows that the asset or asset group can be expected to generate in the future. This valuation method requires management to project revenues, expenses, and cash flows over a multi-year period, as well as determine the weighted average cost of capital to be used as a discount rate. Significant management judgment is involved in preparing these estimates. Changes in projections or estimates could significantly change the estimated fair value of the indefinite-lived intangible assets. In addition, if management uses different assumptions or estimates in the future or if conditions exist in future periods that are different than those anticipated, operating results and the balances of indefinite-lived intangible assets could be affected by impairment charges.

As of December 31, 2024, and 2023, the indefinite-lived intangible assets had a carrying value of $705. There was no impairment of intangible assets for the years ended December 31, 2024 and 2023.

(5) Income Taxes

The provision (benefit) for income taxes includes:

	Year ended December 31	
	2024	**2023**
Current:		
Federal	$ 428	158
State	38	7
	466	165
Deferred:		
Federal	(64)	183
State	13	42
	(51)	225
Total income tax provision (benefit)	$ 415	390

(Continued)

Significant components of the Company's deferred tax assets and liabilities are as follows:

	As of December 31,	
	2024	2023
Deferred tax assets:		
Fixed assets	$ 136	115
Lease liabilities	61	76
Deferred revenue	76	41
Other accruals	19	10
State NOL, net	224	244
Deferred revenue state taxes	13	6
Federal NOL carryforward	—	—
Total deferred tax assets	529	492
Deferred tax liabilities:		
Intangible assets	(146)	(143)
Lease assets	(57)	(73)
Total deferred tax liabilities	(203)	(216)
Net deferred tax assets	$ 326	276

The Company assesses the recoverability of deferred tax assets at each reporting date and where applicable, a valuation allowance is recognized when, based on the weight of all available evidence, it is considered more likely than not that all, or some portion, of the deferred tax assets will not be realized. The Company's assessment includes an analysis of reversing deferred tax liabilities and forecasted pre-tax income from operations. As of December 31, 2024 and 2023, there was no valuation allowance recorded.

A reconciliation of the income tax provision with amounts computed at the U.S. federal statutory rate is as follows:

	2024	Percentage	2023	Percentage
Computed tax provision at federal statutory rate	$ 358	21.0 %	326	21.0 %
State and local taxes, net of federal benefit	43	2.5	48	3.1
Non-deductible expenses	14	0.8	16	1.0
Other	—	—	—	—
Income tax (benefit) provision	$ 415	24.3 %	390	25.2 %

(Continued)

(6) Leases

The Company, as a lessee, is obligated under non-cancelable lease agreements for the rental of real estate property that expire through June 2026 and a vehicle which expired in December 2024. The real estate lease is considered an operating lease and contains renewal options and escalation clauses that provide for increased rentals based upon a fixed rate, real estate taxes and the landlords' operating expenses. The vehicle lease is considered a financing lease.

At December 31, 2024 the weighted average remaining lease term for the operating leases was 3.5 years and the weighted average discount rate of outstanding operating leases was 2.3%.

The following is a maturity analysis of the annual undiscounted cash flows of the operating lease liability as of December 31, 2024:

	Year Ending December 31,	Amount
Within 1 Year	2025	$ 84
After 1 Year but within 2 Years	2026	86
After 2 Years but within 3 Years	2027	87
After 3 Years but within 4 Years	2028	44
	Thereafter	—
		301
	Less: imputed interest	12
	Lease liability at December 31, 2024	$ 289

Lease expense comprises the following for the years ended December 31, 2024 and 2023:

	2024	2023
Finance lease expense:		
Amortization of right-of-use assets	$ —	36
Total finance lease expense	—	36
Operating lease expense	84	84
Variable lease expense	—	36
Total lease expense	$ 84	156

(Continued)

(7) Revenue recognition

(a) Disaggregation of revenue

Revenues are disaggregated by timing of revenue recognition related to contracts with customers ("ASC 606") as follows:

		2024	2023
Revenues recognized over time:			
Franchise fees	$	54	33
Royalty income		2,663	2,603
Advertising fees		2,191	2,057
Total revenues recognized over time		4,908	4,693
Revenues recognized at a point in time:			
Net product sales		6,317	5,770
Commission revenue		4,449	4,644
Total revenues recognized at a point in time		10,766	10,414
Total revenues	$	15,674	15,106

(b) Contract balances

Information about contract assets and contract liabilities is as follows:

		2024	2023
Receivables	$	348	378
Deferred revenue:			
Deferred revenue		54	47
Deferred revenue, noncurrent		308	147
Total	$	362	194

Receivables relate primarily to payments due for royalties and advertising fees. Deferred revenue primarily represents the Company's remaining performance obligations under its franchise agreements for which consideration has been received or is receivable and is generally recognized on a straight-line basis over the remaining term of the related agreement.

Deferred revenue recognized for the years December 31, 2024 and 2023 was approximately $54 and $33, respectively.

(Continued)

(c) Transaction price allocated to remaining performance obligations

Estimated revenue expected to be recognized in the future related to deferred revenue as of December 31, 2024 is as follows:

Fiscal year:		
2025	$	56
2026		55
2027		50
2028		41
2029		30
Thereafter		130
Total	$	362

The estimated revenue in the table above does not contemplate future franchise renewals or new franchise agreements for which a franchise agreement does not exist at December 31, 2024.

(8) Transactions with Parent

Homemade, and its parent, Conopco, Inc., perform a number of services on behalf of the Company. These services include cash management, the processing of accounts payable and payroll, and the payment of workers compensation, insurance, and income taxes. The Company reimburses Homemade and its parent Conopco, Inc. for all amounts processed and/or paid on the Company's behalf. The consolidated financial statements include allocations from these companies for these expenses, which include approximately $5,011 for personnel costs, $125 for rent and utility costs and $232 for other services in 2024, and $5,203 for personnel costs and $117 for rent and utility costs and $178 for other services in 2023.

Conopco has committed to provide additional funding to the Company, in the event that BJF requires such funds.

Ben & Jerry's Franchising, Inc. facilitates the sale of bulk tubs of ice cream by Homemade, Inc. to the Company-owned and franchise scoop shops. The Company receives commission revenue of 20%, on the sales they facilitate. The amount of commission revenue earned in 2024 and 2023 was $4,449 and $4,644, respectively.

The intercompany receivables and payables balances are settled on a periodic basis. All amounts due to and from the Parent are presented separately as a single net amount on the consolidated balance sheet as the Company has both the right and the intent to offset amounts due to and from the Parent. Due from Parent to the Company was $35,002 and $23,241 at December 31, 2024 and 2023, respectively and presented in current assets on the balance sheet.

Similarly, all amounts due to and from Conopco, the Related party, are presented as a single net amount on the consolidated balance sheet as the Company as both the right and intent to offset amounts due to and from Conopco. Due to the Related party from the Company was $17,261 and $7,282 at December 31, 2024 and 2023.

(Continued)

(9) Commitments and Contingencies

The Company is subject to various legal actions arising in the normal course of business. Although the outcome of such actions cannot be determined with certainty, the Company's general counsel and management believe that the final outcome would not have a material effect on the Company's financial position, results of operations or cash flows.

(10) Subsequent Events

Management has evaluated subsequent events for the period from December 31, 2024, through April 22, 2025, the date on which the financial statements were available to be issued.

UNAUDITED FINANCIAL STATEMENTS

THESE FINANCIAL STATEMENTS HAVE BEEN PREPARED WTHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO INDEPENDENT CERTIFIED PUBLIC ACOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM.

INTERIM Q1 2026 Financial Statements Unaudited
As of March 31, 2026

Ben & Jerry's Franchising, Inc.
Balance Sheet

(In thousands)

Assets		
Current assets:		
Cash	$	1,571
Accounts Receivable, less allowance for doubtful accounts of $20 and $20 at March 31, 2026 and 2025, respectively		467
Due from parent, net		42,777
Inventories		220
Prepaid expenses and other current assets		850
Total current assets		45,885
Deferred tax assets		385
Fixed assets, net		237
Right of use assets, operating		173
Intangible assets, net		705
Total assets		47,385
Liabilities and Equity		
Current liabilities:		
Accounts payable	$	1,287
Accrued liabilities		1,351
Due to related party		7,901
Current tax liabilities		-
Current portion of operating lease liability		82
Deferred revenue		81
Total current liabilities		10,702
Deferred revenue, non-current		527
Non-current portion of operating lease liability		107
Deferred tax liability		458
Total liabilities		11,794
Equity:		
Additional paid-in capital		29,773
Retained earnings		5,818
Total equity		35,591
Total liabilities and equity	$	47,385

THESE FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM.

INTERIM Q1 2026 Financial Statements Unaudited
As of March 31, 2026

Ben & Jerry's Franchising, Inc.
Statement of Operations

(In thousands)

Net product sales	$	721
Other revenues:		
Commission revenue		950
Franchise fee revenue		58
Royalty fee revenue		373
Franchise advertising contributions		364
Total revenue		2,466
Cost of sales		269
Gross profit		2,197
Selling, general and administrative expenses		2,140
Profit from operations		57
Other expense:		
Interest expense from related party		(1)
Profit before income taxes		56
Income tax benefits		59
Net profit	$	115

THESE FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE AWARE THAT NO INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM.

ITEM 22
CONTRACTS

The following contracts are attached to this Disclosure Document in the following order:

Exhibit A	Site Authorization Notice
Exhibit B	Confidentiality Agreement (for Prospective Operators)
Exhibit C	Preliminary Agreement
Exhibit D	Franchise Agreement
Exhibit E	Satellite Addendum to Franchise Agreement
Exhibit F	Reduced Term Addendum to Franchise Agreement
Exhibit G	Warehouse Addendum
Exhibit H	Test Shop Addendum to Existing Franchise Agreement
Exhibit I	Development Agreement
Exhibit J	Lease Rider
Exhibit K	Sample General Release
Exhibit P	Franchisee Compliance Questionnaire and Certification

ITEM 23
RECEIPTS

The last two pages of this Disclosure Document (**Exhibit T**) are identical pages acknowledging receipt of this entire document (including the exhibits). Please sign and return to us one copy; please keep the other copy along with this Disclosure Document.

Remainder of Page Intentionally Left Blank.

EXHIBIT A

SITE AUTHORIZATION NOTICE

Site Authorization Notice

RE: [ ]

Pursuant to the provisions of your Preliminary Agreement or Development Agreement or Franchise Agreement with us, you have requested that we review the Site Evaluation Package that you submitted concerning the proposed site as referenced above (the "Site") for development of a Ben & Jerry's Scoop Shop (the "Shop").

We are pleased to inform you that we have concluded our evaluation and authorize the Site for the development of the Shop. Therefore, you may move forward to secure the Site, whether by purchasing, leasing or subleasing. This authorization will remain in effect for 120 days from the date below.

Please note that authorization of the above Site does not imply or suggest potential success. We may have provided you with one or more potential sites for you to consider. Regardless, we do not, and none of our officers, directors, employees and agents are authorized to, make any representation or warranty, express or implied, as to the suitability or profitability of the proposed Site. Our recommendation and/or authorization only indicates that the proposed site meets our basic criteria. Please recognize that the application of criteria which may have been relevant with respect to a review of other potential sites may not be predictive of the results of this particular Site. Furthermore, subsequent to our authorization of this particular Site, changes in a number of relevant factors, such as demographics, traffic, and competition may materially affect the ultimate success of the Shop on this Site. These factors are beyond our control and we cannot be responsible for the failure of the Site to meet your expectations as to potential revenues or otherwise.

We strongly encourage you to continue due diligence as you pursue securing the Site, speak with other franchisees, as well as research the landlord, development, and local economy in which you will be doing business. There are so many variables that can positively and/or negatively impact potential success, so again please understand this authorization in no way can be considered an indicator of the success/failure of Shop.

Additional Comments (if applicable):

You will not be authorized to develop the Site until we receive the Site Authorization Notice signed by you and anyone else who will be listed on the Franchise Agreement. If you are unclear as to anything stated above or have any questions, please give me a call.

Sincerely, Date:

Ben & Jerry's Franchising, Inc.

I/We have carefully read, understand and agree to all the terms outlined in the Site Authorization Notice.

Name: _____	Name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____
Name: _____	Name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

***Note: Everyone who will be listed on the Franchise Agreement must sign above.*

EXHIBIT B

CONFIDENTIALITY AGREEMENT (FOR PROSPECTIVE OPERATORS)

CONFIDENTIALITY AGREEMENT
FOR
PROSPECTIVE OPERATORS

THIS CONFIDENTIALITY AGREEMENT (the "**Agreement**") is entered into on _____, 20___ by and between Ben & Jerry's Franchising Inc., a Vermont corporation with its principal place of business at 35 Thompson Street, South Burlington, Vermont 05403 ("**BEN & JERRY'S**"), and _____, a [resident of][corporation organized under the laws of][limited liability company organized under the laws of] _____ and having its principal place of business at _____ ("**PROSPECTIVE OPERATOR**").

RECITALS:

A. BEN & JERRY'S and its affiliates, as the result of the expenditure of time, skill, effort, and money, have developed a distinctive system (the "**System**") relating to the establishment and operation of retail frozen dessert businesses, which operate at retail shops that display BEN & JERRY'S interior and exterior trade dress ("**Ben & Jerry's Shops**") and that are primarily engaged in the sale at the Ben & Jerry's Shop of BEN & JERRY'S products including ice cream, ice milk, sorbet, yogurt, frozen yogurt, frozen desserts, toppings, confections, novelties, fountain ingredients, and other food and beverages items, as well as proprietary gift products (the "**Ben & Jerry's Products**") and a limited selection of complementary and compatible products, including non-proprietary gift products, approved by BEN & JERRY'S under the mark "Ben & Jerry's" and other marks;

B. PROSPECTIVE OPERATOR wishes to [attend training prior to entering into an agreement for][access certain confidential and proprietary information, know-how and documents related to the BEN & JERRY'S System which will help PROSPECTIVE OPERATOR decide whether to enter into a franchise agreement with BEN & JERRY'S for] a Ben & Jerry's scoop shop (the "**Scoop Shop**") to be located at [_____][a location to be determined], and

C. BEN & JERRY'S is willing to [allow PROSPECTIVE OPERATOR to attend training][provide certain confidential and proprietary information to PROSPECTIVE OPERATOR], subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the [training][information being provided to] of PROSPECTIVE OPERATOR by BEN & JERRY'S, the parties agree as follows:

1. For purposes of this Agreement, "**Confidential Information**" means: (a) any and all information, knowledge, or know-how relating to BEN & JERRY'S and the System which may be communicated to PROSPECTIVE OPERATOR prior to, on, or after the date of this Agreement, whether communicated in writing, orally, electronically, by inspection, or by sample, exhibit, training, demonstration, or by other means; and (b) all manuals, information, and materials received by PROSPECTIVE OPERATOR from BEN & JERRY'S; provided, however, it shall not include information which PROSPECTIVE OPERATOR can demonstrate came to its attention prior to disclosure thereof by BEN & JERRY'S, or which at or after the time of disclosure by BEN &

JERRY'S to PROSPECTIVE OPERATOR, had become or later becomes part of the public domain through publication or communication by others.. Confidential Information may include, but is not limited to, information relating to the development and operation of the System, including new products that may be in the testing stage; proprietary information and trade secrets regarding the Ben & Jerry's Products and the preparation of the Ben & Jerry's Products; advertising and marketing plans and materials for the System; information concerning the marketing, management and operation of scoop shops under the System; information concerning BEN & JERRY'S; electronic communications posted on the B&J Extranet; electronic mail distribution lists; and operating manuals. The foregoing list of confidential matters is illustrative only and does not necessarily include all matters considered confidential by BEN & JERRY'S.

2. PROSPECTIVE OPERATOR shall use the Confidential Information disclosed solely in connection with its evaluation of whether to enter into a Franchise Agreement for the operation of the Scoop Shop.

3. PROSPECTIVE OPERATOR shall not, at any time, without the prior written consent of BEN & JERRY'S: (i) copy any Confidential Information; (ii) communicate or divulge any Confidential Information to any other person or legal entity; or (iii) use any Confidential Information for the benefit of PROSPECTIVE OPERATOR or any other person or legal entity.

4. PROSPECTIVE OPERATOR acknowledges that all Confidential Information is, and shall treat all Confidential Information as, the property of BEN & JERRY'S, and upon the request of BEN & JERRY'S shall promptly return to BEN & JERRY'S all documents containing such Confidential Information, including, without limitation, any and all copies thereof (regardless of whether such copies were permitted under this Agreement).

5. PROSPECTIVE OPERATOR acknowledges that any violation of this Agreement by PROSPECTIVE OPERATOR will cause irreparable harm for which no adequate remedy at law may be available. Accordingly, PROSPECTIVE OPERATOR consents to the issuance of an injunction to prevent or to halt any violation of this Agreement. PROSPECTIVE OPERATOR shall reimburse BEN & JERRY'S upon demand for all costs incurred by BEN & JERRY'S in enforcing or obtaining remedies for the violation of this Agreement, including but not limited to attorneys' fees and court costs.

6. PROSPECTIVE OPERATOR acknowledges that any claim PROSPECTIVE OPERATOR may have against BEN & JERRY'S shall be a separate matter and shall not entitle PROSPECTIVE OPERATOR to violate, or justify any violation of, this Agreement. If any part of this Agreement is held invalid by a court or agency, the rest of this Agreement shall remain enforceable, and the part held invalid shall be enforceable to the extent found reasonable by the court or agency. This Agreement may be modified only by mutual agreement of the parties executed in writing.

7. This Agreement shall be binding upon and inure for the benefit of the undersigned parties, their successors and assigns; provided, however, that the Confidential Information shall not be assigned without the prior written consent of BEN & JERRY'S.

8. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

9. This Agreement shall be governed and construed in accordance with the laws of the State of Vermont, regardless of the laws that might otherwise govern under applicable principles of conflicts of law, as to all matters including but not limited to matters of validity, construction, effect, performance and remedies.

10. ANY SUIT, ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE APPROPRIATE STATE OR FEDERAL COURT OF GENERAL JURISDICTION WITHIN THE STATE OF VERMONT. FOR THE PURPOSES OF SUCH EXCLUSIVE JURISDICTION, THE PARTIES HEREBY IRREVOCABLY WAIVE ANY OBJECTIONS WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE JURISDICATION OR VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT BROUGHT IN SUCH COURTS AND HEREBY FURTHER IRREVOCABLY WAIVE ANY CLAIM THAT SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. THE PARTIES HEREBY FURTHER IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY RELATED AGREEMENTS.

11. Notwithstanding anything in this Agreement to the contrary, BEN & JERRY'S may seek to obtain at any time in any court of competent jurisdiction orders for specific performance or injunctive relief, including temporary restraining orders and preliminary injunctions, against conduct or threatened conduct for which no adequate remedy at law may be available or which may cause BEN & JERRY'S irreparable harm. BEN & JERRY'S may have such specific performance or injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and PROSPECTIVE OPERATOR's sole remedy in the event of the entry of such specific performance or injunction order, shall be the dissolution of such order, if warranted (all claims for damages by reason of the wrongful issuance of any such order being expressly waived hereby).

12. This Agreement shall not be binding on either party until it is executed by both parties. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument. Each party agrees that this Agreement and any other documents entered into in connection with this Agreement are signed when a party's signature is delivered either as an original handwritten signature or through electronic means. Electronic signatures are to be treated the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the date first written above.

_____	Ben & Jerry's Franchising, Inc.
PROSPECTIVE OPERATOR (print name)	BEN & JERRY'S
By:_____	By:_____
(signature)	
Name:_____	Name:_____
(print name of signatory)	
Title:_____	Title:_____
(print title of signatory)	

EXHIBIT C

PRELIMINARY AGREEMENT

BEN & JERRY'S FRANCHISING, INC.

PRELIMINARY AGREEMENT

This Preliminary Agreement (the "**Preliminary Agreement**") is made and entered into on _____, 20___ (the "**Effective Date**"), by and between Ben & Jerry's Franchising, Inc., a Vermont corporation with its principal place of business at 35 Thompson Street, South Burlington, Vermont 05403-6828 ("**BEN & JERRY'S**") and _____, a _____ [resident] [corporation] [partnership] [limited liability company] [residing at] [with offices located at] _____ _____ ("**PROSPECTIVE OPERATOR**").

BACKGROUND:

A. BEN & JERRY'S, as the result of the expenditure of time, skill, effort, and money, have developed a distinctive system (the "**System**") relating to the establishment and operation of franchised and company-operated Ben & Jerry's ice cream and frozen yogurt shops that display BEN & JERRY's interior and exterior trade dress and that primarily sell at the retail shops ice cream, ice milk, sorbet, yogurt, frozen yogurt, frozen desserts, toppings, confections, novelties, fountain ingredients, other food and beverages items under the mark "Ben & Jerry's" and other proprietary marks of BEN & JERRY'S.

B. PROSPECTIVE OPERATOR has applied to BEN & JERRY'S for the right to enter into a franchise under the System through a Ben & Jerry's Franchising, Inc. Franchise Agreement (the "**Franchise Agreement**"), that would give PROSPECTIVE OPERATOR the right and obligation to develop and operate a Scoop Shop at a specific location (the "**Shop**").

C. BEN & JERRY'S must expend considerable time, effort, and cost during the twelve (12)-month evaluation period (the "**Evaluation Period**") to evaluate site proposals and designs submitted by PROSPECTIVE OPERATOR.

D. PROSPECTIVE OPERATOR has placed a deposit with BEN & JERRY'S as evidence of good faith during the Evaluation Period.

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

1. The Deposit. PROSPECTIVE OPERATOR has delivered to BEN & JERRY'S a non-refundable deposit (the "**Deposit**") as evidence of good faith during the Evaluation Period. If the PROSPECTIVE OPERATOR is not an existing operator in the System prior to entering into this Agreement, the Deposit shall be in the amount of $10,000. If the PROSPECTIVE OPERATOR is an existing operator in the System prior to entering into this Agreement, the Deposit shall be in the amount of $5,000.

2. Extension of Evaluation Period and Refundability of the Deposit. In the event that PROSPECTIVE OPERATOR desires an extension of the Evaluation Period, PROSPECTIVE OPERATOR must submit a request, in writing, at least thirty (30) days prior to the expiration of the Evaluation Period. The Evaluation Period then may be extended, at BEN & JERRY'S discretion, for a period of six (6) months for each extension.

At the end of the initial Evaluation Period or, if applicable, the last of any granted extensions, this Preliminary Agreement shall automatically expire and be of no further force or effect except as specifically set forth herein.

3. Deposit Area. During the Evaluation Period, BEN & JERRY'S and PROSPECTIVE OPERATOR shall explore the prospect of entering into a Franchise Agreement for the development of a Shop at a site within the following area: _____ _____ (the "**Deposit Area**"). The Evaluation Period shall begin on the Effective Date and, unless the parties otherwise agree in writing or this Agreement is earlier terminated, shall last for twelve (12) months. This Preliminary Agreement shall terminate automatically after the Evaluation Period without any further notice to PROSPECTIVE OPERATOR. BEN & JERRY'S shall not enter into preliminary or franchise agreements for Scoop Shops with other parties in the Deposit Area until the earlier to occur of the following: (i) the Evaluation Period expires; or (ii) BEN & JERRY'S approves a site for a Shop for PROSPECTIVE OPERATOR. The Deposit Area is not, and will not be, the territory that will be granted to PROSPECTIVE OPERATOR under the then-current Franchise Agreement offered by BEN & JERRY'S. Once BEN & JERRY'S has approved a site for the Shop, BEN & JERRY'S, in its sole discretion, will determine the portion of the Area that will constitute the territory that will be granted under the Franchise Agreement. A map of the Deposit Area is attached hereto as Exhibit A.

4. No Franchise Rights. No offer by BEN & JERRY'S to grant a franchise to PROSPECTIVE OPERATOR shall be made except by a written document specifically identified as a Ben & Jerry's Franchise Agreement which is executed by an officer of BEN & JERRY'S. This Preliminary Agreement is not an offer of a franchise or a commitment or promise by BEN & JERRY'S to offer PROSPECTIVE OPERATOR a franchise. Unless and until a Franchise Agreement is signed by BEN & JERRY'S, PROSPECTIVE OPERATOR shall not use the "Ben & Jerry's" marks or system, nor shall PROSPECTIVE OPERATOR at any time make any representations or commitment on behalf of BEN & JERRY'S.

5. Application. PROSPECTIVE OPERATOR agrees to make all applications and provide all information reasonably requested by BEN & JERRY'S to evaluate PROSPECTIVE OPERATOR's qualifications and suitability to enter into a Franchise Agreement with BEN & JERRY'S.

6. Identification of a Site for a Shop. Within the Evaluation Period, PROSPECTIVE OPERATOR agrees to locate and submit one or more proposed sites, in the manner described below, as necessary to identify a specific site for a Shop that BEN & JERRY'S finds acceptable as described below. PROSPECTIVE OPERATOR shall submit to BEN & JERRY'S a site

evaluation package ("**SEP"**), in a form prescribed by BEN & JERRY'S, identifying each proposed site and describing the preliminary design, relevant demographic and cost factors concerning such site. BEN & JERRY'S shall have the right to require that PROSPECTIVE OPERATOR simultaneously submit SEP's for up to three (3) proposed sites. BEN & JERRY'S shall have ten (10) business days after receipt of a SEP from PROSPECTIVE OPERATOR to approve or disapprove, in its sole discretion, the proposed site for the Shop. PROSPECTIVE OPERATOR must obtain written approval by BEN & JERRY'S of the proposed site, including its preliminary design, in the form of a "**Site Authorization Notice**," before executing a lease or a binding agreement to purchase the proposed site. PROSPECTIVE OPERATOR shall execute a lease that complies with Section 7 of this Preliminary Agreement or a binding agreement to purchase the site within thirty (30) days of approval of the site by BEN & JERRY'S. After execution of the lease or binding agreement to purchase the site, BEN & JERRY'S will provide PROSPECTIVE OPERATOR with a copy of the Franchise Agreement for signature.

7. Leases. If PROSPECTIVE OPERATOR will occupy the premises from which the Shop is operated under a lease or sublease, PROSPECTIVE OPERATOR shall, prior to the execution of the lease, submit the lease to BEN & JERRY'S for its review to ensure that the lease contains the conditions set forth in the Ben & Jerry's Lease Rider which may include, but are not limited to:

a. That the initial term of the lease, or the initial term together with renewal terms, shall be for ten (10) years, unless a shorter term is approved by BEN & JERRY'S;

b. That the lessor consents to PROSPECTIVE OPERATOR's use of such Proprietary Marks (as defined in the Franchise Agreement) and initial signage as BEN & JERRY'S may prescribe for the Shop;

c. That the use of the premises be restricted solely to the operation of the Shop;

d. That the lessor provide to BEN & JERRY'S copies of any and all notices of default given to PROSPECTIVE OPERATOR under the lease; and

e. That BEN & JERRY'S have the right to enter the premises to make modifications necessary to protect the Proprietary Marks or the System or to cure any default under the Franchise Agreement.

8. Confidentiality. During the Evaluation Period, certain confidential information about BEN & JERRY'S and its System may be disclosed or otherwise made known to PROSPECTIVE OPERATOR ("**Confidential Information**"). PROSPECTIVE OPERATOR agrees to respect and maintain the confidential nature of such Confidential Information, and not in any way disclose the Confidential Information in the operation of any business (excluding a Shop operated pursuant to a Franchise Agreement). It is agreed that PROSPECTIVE OPERATOR's obligations under this Section 8 shall not expire upon termination of this Preliminary Agreement.

9. Transfer. This Preliminary Agreement is personal to PROSPECTIVE OPERATOR and it may not be transferred by assignment, will or operation of law.

10. No Assurances, Representation or Warranty. PROSPECTIVE OPERATOR hereby acknowledges and agrees that approval by BEN & JERRY'S of a site does not constitute an assurance, representation or warranty of any kind, express or implied, as to the suitability of the site for the Shop or for any other purpose. Approval by BEN & JERRY'S of the site indicates only that BEN & JERRY'S believes the site complies with acceptable minimum criteria established by BEN & JERRY'S solely for its purposes as of the time of the evaluation. Both PROSPECTIVE OPERATOR and BEN & JERRY'S acknowledge that application of criteria that have been effective with respect to other sites and premises may not be predictive of potential for all sites and that, subsequent to approval by BEN & JERRY'S of a site, demographic and/or economic factors, such as competition from other similar businesses, included in or excluded from criteria used by BEN & JERRY'S could change, thereby altering the potential of a site. Such factors are unpredictable and are beyond the control of BEN & JERRY'S. BEN & JERRY'S shall not be responsible for the failure of a site approved by BEN & JERRY'S to meet PROSPECTIVE OPERATOR's expectations as to revenue or operational criteria. PROSPECTIVE OPERATOR further acknowledges and agrees that its acceptance of a franchise for the operation of the Shop at the site is based on its own independent investigation of the suitability of the site.

11. Acknowledgment. PROSPECTIVE OPERATOR acknowledges that it received a copy of this Agreement, the exhibit(s) hereto, and agreements relating hereto, if any, as well as a copy of BEN & JERRY'S current franchise disclosure document ("**FDD**"), at such time(s) as required by the applicable federal and state franchise laws and regulations.

12. Full Agreement.

a. This Agreement, the attachments hereto, and the documents referred to herein constitute the entire agreement between BEN & JERRY'S and PROSPECTIVE OPERATOR concerning the subject matter hereof and supersede any prior agreements, no other representations having induced PROSPECTIVE OPERATOR to execute this Agreement. Except for those permitted to be made unilaterally by BEN & JERRY'S hereunder, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

b. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require PROSPECTIVE OPERATOR to waive reliance on any representation that BEN & JERRY'S made in the most recent disclosure document (including its exhibits and amendments) that BEN & JERRY'S delivered to PROSPECTIVE OPERATOR or its representative, subject to any agreed-upon changes to the contract terms and conditions described in that disclosure document and reflected in this Agreement (including any riders or addenda signed at the same time as this Agreement).

13. Representations. PROSPECTIVE OPERATOR represents and warrants to BEN & JERRY'S that (i) PROSPECTIVE OPERATOR has not executed a lease for the Shop; and (ii) PROSPECTIVE OPERATOR shall only execute a lease for the Shop after obtaining

approval of the proposed site by BEN & JERRY'S in accordance with Section 6 of this Preliminary Agreement. PROSPECTIVE OPERATOR acknowledges and agrees that if PROSPECTIVE OPERATOR executes a lease for the Shop prior to obtaining the approval of the site by BEN & JERRY'S, such action shall be a non-curable default and BEN & JERRY'S may, at its option, terminate this Preliminary Agreement immediately and all rights granted hereunder.

14. Applicable Law. This Preliminary Agreement shall be interpreted and construed exclusively under the laws of the State of Vermont, which laws shall prevail in the event of any conflict of law (without regard to, and without giving effect to, the application of the choice-of-law rules of such state); provided, however, that if any provision of this Preliminary Agreement would not be enforceable under the laws of the State of Vermont and the Deposit Area is located outside of the State of Vermont, then that provision shall be interpreted and construed under the laws of the state in which the Deposit Area is located. Nothing in this Section 14 is intended by the parties to subject this Preliminary Agreement to any franchise or similar law, rule or regulation to which this Preliminary Agreement would not otherwise be subject. If any part of this Preliminary Agreement shall for any reason be ruled by a court to be invalid, such judicial ruling shall not affect the validity of any remaining portion of this Preliminary Agreement which shall remain in force and effect. In the event that any material provision of this Preliminary Agreement shall be ruled invalid, BEN & JERRY'S reserves the right to terminate this Preliminary Agreement.

15. Any legal action brought by any party against the other in any forum or court, whether federal or state, shall be brought only within the judicial district in which BEN & JERRY'S has its principal place of business at the time the action or proceeding is initiated. Any such action shall be brought in federal court if federal court jurisdiction exists and, if it does not exist, then in state court. The parties agree that this Section 15 shall not be construed as preventing either party from removing an action from state to federal court. The parties hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision. Any proceeding to resolve a dispute shall be conducted on an individual basis, and not as part of a consolidated, common, representative, or class action.

16. **WAIVER OF JURY TRIAL: BEN & JERRY'S AND PROSPECTIVE OPERATOR IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO ANY CLAIM, INCLUDING ANY COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.**

17. Any and all claims and actions arising out of or relating to this Preliminary Agreement, the relationship of PROSPECTIVE OPERATOR and BEN & JERRY'S, or PROSPECTIVE OPERATOR's activities hereunder, brought by either party hereto against the other, whether in mediation or a legal action, shall be commenced within one (1) year from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be barred.

18. **WAIVER OF PUNITIVE AND EXEMPLARY DAMAGES: BEN & JERRY'S AND PROSPECTIVE OPERATOR HEREBY WAIVE TO THE FULLEST**

EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER, AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT.

19. PROSPECTIVE OPERATOR, for itself and on behalf of its affiliates and related entities, and their respective shareholders, officers, directors, limited liability company members, managers and employees, and their respective successors and assigns, and on behalf of the PROSPECTIVE OPERATOR's Owners, hereby (i) releases and forever discharges BEN & JERRY'S, its parents, affiliates and related entities, and its and their respective current and former officers, directors, owners, shareholders, employees, agents, representatives and attorneys, and its and their respective successors and assigns, from any and all claims, demands and causes of action, whether known or unknown, of any kind or nature, vested or contingent, at law or in equity, arising prior to or on the Effective Date, and (ii) agrees that none of them will institute any litigation or other legal action or proceeding, at law or in equity, against BEN & JERRY'S, its parents, affiliates and related entities, and its and their respective current and former officers, directors, owners, shareholders, employees, agents, representatives and attorneys, and its and their respective successors and assigns, directly or indirectly, relating to any claim or demand released under this Section 19, provided, however, that this release and covenant not to sue shall not apply to any claim that arises under any applicable federal and state franchise sales laws, except to the extent such claims may by law be released by this Preliminary Agreement. PROSPECTIVE OPERATOR shall take whatever actions are necessary or appropriate to carry out the terms of this release and covenant not to sue upon BEN & JERRY'S request. This Section 19 shall survive the expiration or termination of this Agreement.

20. This Preliminary Agreement shall not be binding on either party until it is executed by both parties. This Preliminary Agreement may be executed in two or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument. Each party agrees that this Preliminary Agreement and any other documents entered into in connection with this Preliminary Agreement are signed when a party's signature is delivered either as an original handwritten signature or through electronic means. Electronic signatures are to be treated the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

21. No Waiver or Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and Franchises that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

> No statement, questionnaire, or acknowledgment signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the Franchise.

IN WITNESS WHEREOF, the parties hereto have duly executed, and delivered this Preliminary Agreement.

_____	Ben & Jerry's Franchising, Inc.
PROSPECTIVE OPERATOR	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Exhibit A

Map of Deposit Area

EXHIBIT D

FRANCHISE AGREEMENT



BEN & JERRY'S FRANCHISING, INC.

FRANCHISE AGREEMENT

BEN & JERRY'S FRANCHISING, INC.
SCOOP SHOP FRANCHISE AGREEMENT

TABLE OF CONTENTS

Section		Page
1.	GRANT	2
2.	TERM AND RENEWAL	4
3.	DUTIES OF BEN & JERRY'S	6
4.	FEES	8
5.	CONSTRUCTION AND OPENING OF SCOOP SHOP	9
6.	TRAINING	11
7.	DUTIES OF OPERATOR	11
8.	PROPRIETARY MARKS	23
9.	OPERATING MANUAL	25
10.	CONFIDENTIAL INFORMATION	26
11.	ACCOUNTING, RECORDS AND AUDIT RIGHTS	27
12.	MARKETING AND PROMOTION	29
13.	INSURANCE	33
14.	TRANSFER OF INTEREST	34
15.	DEFAULT AND TERMINATION	38
16.	OBLIGATIONS UPON TERMINATION OR EXPIRATION	41
17.	COVENANTS	43
18.	CORPORATE, LIMITED LIABILITY COMPANY, OR PARTNERSHIP OPERATOR	46
19.	TAXES, PERMITS, AND INDEBTEDNESS	47
20.	INDEPENDENT CONTRACTOR AND INDEMNIFICATION	48
21.	APPROVALS AND WAIVERS	49
22.	WARRANTIES OF OPERATOR	50
23.	NOTICES	50
24.	ENTIRE AGREEMENT	51
25.	SEVERABILITY AND CONSTRUCTION	51
26.	APPLICABLE LAW	52
27.	MISCELLANEOUS	54

GUARANTEE PROVISION

EXHIBIT A - DATA SHEET
EXHIBIT B - ADA CERTIFICATION
EXHIBIT C - LIST OF OPERATOR'S OWNERS

BEN & JERRY'S FRANCHISING, INC.
SCOOP SHOP FRANCHISE AGREEMENT

TABLE OF DEFINED TERMS

Defined Term	Page
ADA	6
ADR PROCESS	53
ADVERTISING OBLIGATION	29
AGREEMENT	1
ANTI-TERRORISM LAWS	46
AUTHORIZED LOCATION	2
B&J EXTRANET	16
BEN & JERRY'S	1
BEN & JERRY'S PRODUCTS	1
BEN & JERRY'S SHOPS	1
CATERING	2
CISP	17
CLAIMS	59
COMPETITIVE BUSINESS	44
COMPLAINANT	53
COMPUTER SYSTEM	16
CONFIDENTIAL INFORMATION	27
COOPERATIVE	31
CREDIT CARD VENDORS	17
CUSTOMER LISTS	23
DEPOSIT	8
DESIGNATED DESIGN FIRM	9
DESIGNATED MEDIATOR	53
DESIGNATED OWNER	46
EFFECTIVE DATE	1
FDD	55
FORCE MAJEURE	11
FUND	29
GENERALLY ACCEPTED ACCOUNTING PRINCIPLES	27
GIFT CARDS	18
GRAND OPENING	31
GROSS SALES	8
INDEMNITEES	49
INNOVATIONS	20
INSTITUTIONAL FACILITIES	3
INTERIM PERIOD	6
LOCAL ADVERTISING AND PROMOTION	31
LOYALTY CARDS	18
MANUAL	2
MOBILE VENDING	2

NON-PROPRIETARY PRODUCTS 1
OFF-PREMISES ACTIVITIES 2
ON-DEMAND SALES 2
OPERATOR 1
OTHER ITEMS 7
OWNER 5
PCI 17
PRELIMINARY DRAWING 9
PREMISES 4
PRIVACY LAWS 17
PRODUCTS 2
PROPRIETARY MARKS 1
RESPONDENT 53
SCOOP SHOP 2
SCOOP U TRAINING 6
SHOPS 2
SOCIAL MEDIA 17
SPECIAL EVENTS 2
SYSTEM 1
TM AFFILIATE 23
TRANSFER 34
WEBPAGE 32
WEBSITE 32

BEN & JERRY'S FRANCHISING, INC.
SCOOP SHOP FRANCHISE AGREEMENT

THIS BEN & JERRY'S FRANCHISING, INC. SCOOP SHOP FRANCHISE AGREEMENT (the "**Agreement**"), is made and entered into on the Effective Date (as set forth in **Exhibit A**) by and between **BEN & JERRY'S FRANCHISING, INC.**, a Vermont corporation with its principal place of business at 35 Thompson Street, South Burlington, Vermont 05403-2828 ("**BEN & JERRY'S**"), and **OPERATOR** (as described in **Exhibit A**).

BACKGROUND:

A. BEN & JERRY'S and its affiliates, as the result of the expenditure of time, skill, effort, and money, have developed a distinctive system (the "**System**") relating to the establishment and operation of retail frozen dessert businesses, which operate at retail shops that display BEN & JERRY'S interior and exterior trade dress ("**Ben & Jerry's Shops**") and that are primarily engaged in the sale at the Ben & Jerry's Shop of BEN & JERRY'S products including ice cream, ice milk, sorbet, frozen yogurt, frozen desserts, toppings, confections, novelties, fountain ingredients, and other food and beverage items, as well as proprietary gift products (the "**Ben & Jerry's Products**") and a limited selection of complementary and compatible products, including non-proprietary gift products, approved by BEN & JERRY'S (the "**Non-Proprietary Products**"), and which operate under the Proprietary Marks (as defined below).

B. The distinguishing characteristics of the System include distinctive exterior and interior design, decor, color schemes, fixtures, and furnishings; standards and specifications for products, equipment, materials, and supplies; uniform standards, specifications, and procedures for operations; training and assistance; and marketing and promotional programs; all of which may be changed, improved, and further developed by BEN & JERRY'S from time to time.

C. The System is identified by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin as are now designated and may hereafter be designated by BEN & JERRY'S in writing for use in connection with the System including the mark "Ben & Jerry's" and other marks (the "**Proprietary Marks**").

D. OPERATOR desires to enter into the business of operating an ice cream and frozen yogurt shop under the System and using the Proprietary Marks, and wishes to enter into this agreement with BEN & JERRY'S for that purpose, and to receive the training and other assistance provided by BEN & JERRY'S in connection therewith.

E. OPERATOR understands and acknowledges the importance of the high standards of BEN & JERRY'S for quality, cleanliness, appearance, and service and the necessity of operating the business franchised hereunder in conformity with the standards and specifications of BEN & JERRY'S.

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other set forth in this Agreement, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, agree as follows:

1. GRANT

1.1 BEN & JERRY'S grants to OPERATOR the right, and OPERATOR hereby undertakes the obligation, upon the terms and conditions set forth in this Agreement: (a) to establish and operate a Ben & Jerry's Shop that offers a full assortment of products designated by BEN & JERRY'S (the "**Scoop Shop**"), and (b) to use the Proprietary Marks and the System solely in connection therewith.

1.2 BEN & JERRY'S grants to OPERATOR the right, but not the obligation, to engage in off-premises activities, including scooping at festivals, fairs, concerts, sporting events and other events ("**Special Events**"), scooping at customers' homes, offices, celebrations and other locations ("**Catering**") (hereinafter, Special Events and Catering are collectively referred to as "**Off-Premises Activities**"), delivery by third parties (e.g., Uber Eats, GrubHub and DoorDash) to customers' homes, offices and other locations ("**On-Demand Sales**"), and the scooping of Products from a mobile scooping facility such as a truck or trailer ("**Mobile Vending**") provided that such Off-Premises Activities, On-Demand Sales and Mobile Vending are held within the Territory specified in **Exhibit A**, and are conducted in accordance with the terms and conditions stated in this Agreement and as may be set forth in BEN & JERRY'S Confidential Operating Manual (the "**Manual**"), which is more fully described in Section 9 hereof, or otherwise by BEN & JERRY'S in writing. All Off-Premises Activities, On-Demand Sales and Mobile Vending shall be subject to the terms of this Agreement.

1.3 OPERATOR shall operate the Scoop Shop only at the authorized location (the "**Authorized Location**") specified in Exhibit A. OPERATOR shall not relocate the Scoop Shop without the prior written approval of BEN & JERRY'S, which shall be subject to the terms of Section 7.26 below. Any authorizations furnished by BEN & JERRY'S pursuant to this Section 1.3 or assistance in selecting a location, shall be at the sole discretion of BEN & JERRY'S, and are not, and shall not be, a guarantee or assurance by BEN & JERRY'S that the Scoop Shop shall be profitable or successful. OPERATOR acknowledges and agrees that approval of OPERATOR's proposed location, under this Section 1.3 or pursuant to the Site Authorization Notice, does not constitute any assurance, representation, or warranty of BEN & JERRY'S of any kind, that OPERATOR's Scoop Shop at the Approved Location shall be profitable or successful.

1.4 Except as otherwise provided in this Agreement, during the term of this Agreement, BEN & JERRY'S shall not establish or operate, nor license any other person to establish or operate, a Scoop Shop, or other types of Ben & Jerry's Shops (collectively, "**Shops**") selling the Ben & Jerry's Products and Non-Proprietary Products (collectively, the "**Products**") at any location within the Territory. BEN & JERRY'S and its affiliates retain the rights, among others, on any terms and conditions BEN & JERRY'S deems advisable, and without granting OPERATOR any rights therein:

1.4.1 To own, acquire, establish, and/or operate and license others to establish and operate, Shops selling the Products at any location outside the Territory;

1.4.2 To own, acquire, establish and/or operate and license others to establish and operate, businesses under the Proprietary Marks, at any location within or outside the

Territory but which do not operate under the System and are not operating retail ice cream, sorbet, frozen yogurt and/or other frozen dessert businesses (this provision in no way limits the other rights reserved under Section 1.4.4);

1.4.3 To acquire, be acquired by, own and/or operate, and license others to operate, businesses under other proprietary marks and other systems, whether such businesses are similar or different from the Scoop Shop, at any location within or outside the Territory;

1.4.4 To own, acquire, establish, and/or operate and license others to establish and operate, Shops under the Proprietary Marks at limited purpose, limited access, and captive audience facilities, and other types of institutional accounts (which shall include airports and other public transportation facilities, parks, stadiums, business and industrial and military complexes, theaters, amusement centers, museums, educational facilities, hospitals and other health care facilities, and art centers) (collectively, "**Institutional Facilities** ") at any location within or outside the Territory. BEN & JERRY'S shall provide written notice to OPERATOR of its intent to establish, or license another to establish, a business under the Proprietary Marks at any such Institutional Facility within the Territory, unless the foodservice rights at such Institutional Facility are held by the owner or a contract feeder, or in the reasonable judgment of BEN & JERRY'S are not readily available to independent operators. If, within thirty (30) days of such notice, OPERATOR obtains or demonstrates its ability (in the reasonable judgment of BEN & JERRY'S) to obtain the right to establish a Scoop Shop at such Institutional Facility in lieu of the business proposed by BEN & JERRY'S, BEN & JERRY'S shall not unreasonably withhold its consent for OPERATOR to establish such Scoop Shop at such Institutional Facility;

1.4.5 To give, donate or contribute to charitable and community organizations and events for fund raising and other events and use the Products for promotions and product demonstrations in OPERATOR's Territory; and to offer Products for sampling by consumers and organizations for product testing, promotions and demonstrations in OPERATOR's Territory; and

1.4.6 To sell or distribute, or license others to sell or distribute, at, to and/or from any location or site (whether real or virtual and notwithstanding its proximity to the Authorized Location), and whether within or outside the Territory, any products (including any Products), whether or not under, in connection with, or bearing any or all of the Proprietary Marks, and whether or not pre-packaged and whether sold or distributed for on-premises consumption, take-out or delivery. By way of example only, and not in any way a limitation of the foregoing, this would include sales:

1.4.6.1 at and/or to Institutional Facilities, and other facilities serviced by contract feeders;

1.4.6.2 at and/or from retail outlets (including supermarkets, groceries, mom & pops, gourmet shops, convenience stores, and food carts) and non-food retail stores (including warehouse clubs, drug stores, and book stores);

1.4.6.3 at, to and/or from restaurants, food stations, carts, kiosks, coffee shops, pizza and other delivery shops, food courts, convenience stores, and any place at or from which food for consumption is sold;

1.4.6.4 through Off-Premises Activities, On-Demand Sales and Mobile Vending subject to the terms of Sections 7.3 and 7.4 below;

1.4.6.5 through delivery, mail order, catalogue sales, direct mail, toll-free numbers, the Internet (e-commerce), third-party delivery services, and/or any other means of distribution, including through alternative channels or methods of distribution, whether existing now or in the future.

1.5 The grant given herein is limited to the right to operate one (1) Scoop Shop at the Authorized Location only, and does not include any right to sell any products (including any Products) (i) at any location other than the Authorized Location (except for authorized Off-Premises Activities, On-Demand Sales and Mobile Vending); (ii) through any other channels or methods of distribution, including the Internet and mobile applications (or any other existing or future channel or method of distribution (except in connection with authorized On-Demand Sales), including any form of electronic commerce); or (iii) to any person or entity for resale or further distribution.

1.6 OPERATOR acknowledges that the System may be supplemented, improved, and otherwise modified from time to time by BEN & JERRY'S; and OPERATOR agrees to comply with all requirements of BEN & JERRY'S in that regard, including offering and selling new or different Products or services as specified by BEN & JERRY'S from time to time.

2. TERM AND RENEWAL

2.1 This Agreement shall be in effect upon its acceptance and execution by BEN & JERRY'S and, unless this Agreement is sooner terminated as provided herein, this Agreement shall expire ten (10) years from the date on which the Scoop Shop first opens for business, or if earlier, the date on which the lease (or, if applicable, the sublease) for the premises of the Scoop Shop (the "**Premises**") expires, including any renewals thereto. The records maintained by BEN & JERRY'S regarding the opening date of the Scoop Shop shall control in the event of a controversy or conflict between BEN & JERRY'S and OPERATOR as to the opening date.

2.2 OPERATOR may apply to operate a Scoop Shop for one (1) additional consecutive term of ten (10) years if the following conditions are met prior to renewal:

2.2.1 OPERATOR shall give BEN & JERRY'S written notice of OPERATOR's election to renew at least nine (9) months, but not more than twelve (12) months, prior to the end of the term of this Agreement;

2.2.2 OPERATOR shall not have any past due monetary obligations or other outstanding obligations to BEN & JERRY'S and its affiliates, the approved suppliers of the System, or the lessor of the Premises;

2.2.3 OPERATOR shall not be in default of any provision of this Agreement, or successor hereto, or any other agreement between OPERATOR and BEN & JERRY'S or its affiliates, the approved suppliers of the System, or the lessor of the Premises; and OPERATOR shall have substantially complied with all the terms and conditions of such agreements during the terms thereof;

2.2.4 OPERATOR, any owner with a beneficial interest in OPERATOR (an "**Owner**") as listed in **Exhibit C** to this Agreement, and any franchisee, operator, licensee or developer of BEN & JERRY'S in which OPERATOR and/or any Owner has a beneficial interest, shall execute a general release, in a form prescribed by BEN & JERRY'S, of any and all claims against BEN & JERRY'S and its affiliates, and their respective officers, directors, agents, and employees;

2.2.5 OPERATOR and its Owners shall execute the then-current form of franchise agreement and guarantee offered by BEN & JERRY'S, which shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement including requirements to pay a royalty fee and a higher marketing contribution, except that OPERATOR shall not be required to pay any initial franchise fee and the Territory shall remain the same;

2.2.6 OPERATOR shall comply with the then-current qualification and training requirements of BEN & JERRY'S;

2.2.7 OPERATOR shall make or provide for, in a manner satisfactory to BEN & JERRY'S, such renovation and modernization of the Premises of the Scoop Shop as BEN & JERRY'S may reasonably require, including installation of new equipment and renovation of signs, furnishings, fixtures, and decor to reflect the then-current standards and image of the System;

2.2.8 OPERATOR shall present evidence satisfactory to BEN & JERRY'S that OPERATOR has the right to remain in possession of the Premises for the duration of the renewal term; and

2.2.9 OPERATOR shall pay BEN & JERRY'S a renewal fee in an amount of Twelve Thousand Dollars ($12,000).

2.3 If OPERATOR does not sign a renewal Franchise Agreement by the end of the term of this Agreement and continues to accept the benefits of this Agreement after the expiration of this Agreement, then at the option of BEN & JERRY'S, this Agreement may be treated either as (i) expired as of the end of the term, with OPERATOR then operating without a franchise to do so and in violation of BEN & JERRY'S's rights; or (ii) continued on a month-to-month basis ("**Interim Period**") until one party provides the other with written notice of such party's intent to terminate the Interim Period, in which case the Interim Period will terminate thirty (30) days after receipt of the notice to terminate the Interim Period. In the latter case, all obligations of OPERATOR shall remain in full force and effect during the Interim Period as if this Agreement had not expired, and all obligations and restrictions imposed on OPERATOR

upon expiration of this Agreement shall be deemed to take effect upon termination of the Interim Period.

3. DUTIES OF BEN & JERRY'S

3.1 BEN & JERRY'S shall make available standardized design plans and specifications for the Scoop Shop, including exterior and interior design and layout, fixtures, equipment, furnishings, and signs and graphics, in the manner described in Section 5.1. Such standard design plans and specifications shall not contain the requirements of any federal, state or local law, code or regulation, including those concerning the Americans With Disabilities Act ("**ADA**") or similar rules governing public accommodations for persons with disabilities, nor shall such plans contain the requirements of, or be used for, construction drawings or other documentation as may be necessary to obtain permits or authorization to build a specific Shop. OPERATOR shall adapt the standard plans to the Scoop Shop's location, as provided in Section 5.1 hereof, subject to BEN & JERRY'S approval.

3.2 BEN & JERRY'S shall provide its initial training for operators and managers ("**Scoop U Training**"), as described in Section 6 of this Agreement, for up to three (3) trainees, at no charge to OPERATOR during a period of six (6) months commencing on the Effective Date. After such time period, BEN & JERRY'S may require that OPERATOR pay BEN & JERRY'S then-current training fees for any such training provided by BEN & JERRY'S. Nothing in this Section 3.2 shall limit or otherwise affect the obligations of OPERATOR to satisfy the training requirements set forth in Section 6 below.

3.3 BEN & JERRY'S shall provide such on-site pre-opening and opening supervision and assistance as BEN & JERRY'S deems advisable.

3.4 BEN & JERRY'S shall make available to OPERATOR marketing and promotional materials as provided in Section 12.6 hereof. BEN & JERRY'S may also make available to OPERATOR from time to time, at the sole option of BEN & JERRY'S, additional marketing materials not produced with contributions from the Fund (as defined in Section 12.2 below).

3.5 BEN & JERRY'S shall provide OPERATOR with electronic access to the Manual of BEN & JERRY'S, as more fully described in Section 9 hereof.

3.6 BEN & JERRY'S shall provide to OPERATOR, from time to time, as BEN & JERRY'S deems appropriate, advice and written materials concerning techniques of managing and operating the Scoop Shop, including suggested inventory and cost control methods, new developments and improvements in Scoop Shop layout and design, and new developments in products and marketing techniques.

3.7 BEN & JERRY'S shall conduct, as it deems advisable, inspections of the operation of the Scoop Shop by OPERATOR. Such inspections are not in lieu of OPERATOR's duty to supervise the day-to-day operation of the Scoop Shop and the performance of OPERATOR'S employees.

3.8 Subject to the Products and other items (e.g., spoons, cups, cones, etc.) required by BEN & JERRY'S to be offered, sold or used ("**Other Items**") being readily available, BEN & JERRY'S shall seek to make available for purchase by OPERATOR, either through BEN & JERRY'S directly, or through its affiliates, approved suppliers or distributors, those Products and Other Items; provided, however, that BEN & JERRY'S reserves the absolute unfettered right:

3.8.1 To discontinue the availability (in whole or in any quantity) of particular Products and Other Items from time to time;

3.8.2 To designate particular Products and Other Items for offer and sale at retail in limited geographic regions, demographic markets, or types of facilities and venues, or to otherwise limit the offer and sale at retail of any Product or Other Item in such manner and for such periods of time as BEN & JERRY'S may deem appropriate, including to reflect supply shortages (for whatever reason), varying customer preferences, to conduct seasonal or regional promotions, and to determine the marketability of a Product or Other Item or the feasibility and desirability of offering a Product or Other Item for sale under the System;

3.8.3 To require the return or disposal of, as BEN & JERRY'S shall direct, Products and Other Items that BEN & JERRY'S reasonably believes to be adulterated, tainted, contaminated, spoiled, unsafe, hazardous, expired, or otherwise unfit to be used for its intended purpose. BEN & JERRY'S shall reimburse OPERATOR for the cost of any such returned or disposed-of Products, together with all reasonable costs paid by OPERATOR to return such returned Products, provided such Products did not become returned or disposed-of as a result of an act or failure to act by OPERATOR;

3.8.4 To allocate in the manner, amounts and proportions the supply of Products and Other Items among all Scoop Shops (whether operated by OPERATOR, other franchisees, or BEN & JERRY'S) based on such criteria as BEN & JERRY'S may determine;

3.8.5 To change the range, types and nature of the Products and Other Items, package sizes, packaging, product varieties, formulations, and specifications, at any time and without notice; and

3.8.6 BEN & JERRY'S shall have no financial or other liability to OPERATOR for any losses or damages, including loss of trade or profit, resulting from the unavailability or pricing (whether the price to OPERATOR or the price offered by OPERATOR) of Products or Other Items or from the inability of BEN & JERRY'S (or any of its affiliates, suppliers or distributors) for any reason to meet OPERATOR'S orders for Products~~,~~ and Other Items or from shortages, errors or disruptions in manufacturing or deliveries, except in cases of negligence by BEN & JERRY'S, in which event the maximum amount of any losses or damages recoverable from proven liability shall not exceed the aggregate amount of the price which would have been invoiced to OPERATOR if the amount of the Products and Other Items that had actually been ordered by OPERATOR had been delivered (as shown by the records of BEN & JERRY'S or of its affiliates, suppliers or distributors, whichever is applicable).

3.9 OPERATOR acknowledges and agrees that any duty or obligation imposed on BEN & JERRY'S by this Agreement may be performed by any distributor, designee, employee, or agent of BEN & JERRY'S, as BEN & JERRY'S may direct from time to time.

4. FEES

4.1 The initial franchise fee shall be the amount specified in **Exhibit A** which is paid as specified in **Exhibit A** and in consideration of the franchise granted herein. The initial franchise fee (as reflected in **Exhibit A**) shall be thirty-nine thousand five hundred dollars ($39,500), unless OPERATOR is an existing franchisee under the System prior to executing this Agreement, or unless this Agreement is executed pursuant to a Development Agreement, in which event the initial franchise fee shall be determined in accordance with the fee schedule set forth in the Development Agreement, and which amount is also set forth in **Exhibit A**. The initial franchise fee, receipt of which is hereby acknowledged, is earned and non-refundable in consideration of administrative and other expenses incurred by BEN & JERRY'S in entering into this Agreement. If OPERATOR and BEN & JERRY'S have signed a Preliminary Agreement and OPERATOR has paid BEN & JERRY'S a deposit fee (the "**Deposit**"), the Deposit shall be credited toward the initial franchise fee. If this Agreement is executed for the first or last Scoop Shop to be developed pursuant to a Development Agreement, OPERATOR shall have paid BEN & JERRY'S the amount specified in **Exhibit A** as part of the development fee, and such amount shall be credited toward the initial franchise fee.

4.2 Each month during the term of this Agreement, OPERATOR shall pay BEN & JERRY'S a continuing royalty fee in an amount that will not exceed five percent (5.0%) of the Gross Sales (as defined in Section 4.4 below) of the Scoop Shop during the prior month.

4.3 OPERATOR shall make monthly contributions for marketing and promotion as specified in Section 12.1 based on the Gross Sales of the Scoop Shop.

4.4 As used in this Agreement, "**Gross Sales**" means revenue from the sale of all Products and all other income, whether for cash or credit, of every kind and nature related to the Scoop Shop (including Off-Premises Activities, On-Demand Sales and Mobile Vending), including proceeds of any business interruption insurance policies, regardless of collection in the case of credit. Gross Sales shall not include any sales taxes or other taxes collected from customers by OPERATOR and paid directly to the appropriate taxing authority.

4.5 All monthly payments and contributions required under this Section 4 shall be paid by the fifteenth (15th) day of each month, calculated on the Gross Sales for the preceding calendar month in the manner specified by BEN & JERRY'S from time to time. Concurrent with such payments, OPERATOR shall submit to BEN & JERRY'S any reports or statements required under Section 11.3 below. For any payments required under Section 4 or 12, OPERATOR shall, if requested by BEN & JERRY'S, make each such payment by separate cashier's check or shall establish an arrangement for electronic funds transfer or deposit of any payments required under Sections 4 or 12. OPERATOR shall comply with the payment and reporting procedures specified by BEN & JERRY'S in the Manual or otherwise in writing.

4.5.1 Any payment, contribution, statement, or report not actually received by BEN & JERRY'S on or before such date shall be overdue. If any contribution or payment is overdue, OPERATOR shall pay BEN & JERRY'S immediately upon demand, in addition to the overdue amount, interest on such amount from the date it was due until paid, at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less. Entitlement to such interest shall be in addition to any other remedies BEN & JERRY'S may have. If any payment or contribution submitted by check is returned or dishonored, OPERATOR shall pay BEN & JERRY'S immediately upon demand, in addition to the amount due, an amount established by BEN & JERRY'S from time to time to compensate BEN & JERRY'S for any fees or charges that BEN & JERRY'S incurs due to such returned or dishonored check.

4.5.2 BEN & JERRY'S reserves the right to collect all or a portion of OPERATOR's past due royalties and contributions (including interest) by adding such amount to the monies due for OPERATOR's purchases of Products from BEN & JERRY'S and/or its affiliates and approved suppliers or distributors (as provided in Section 7.10.3, cash on delivery may be required for purchases of Ben & Jerry's Products). All monies collected by BEN & JERRY'S affiliates and suppliers for OPERATOR's past due contributions shall be remitted to BEN & JERRY'S on OPERATOR's account. OPERATOR shall not delay, withhold or set-off any payments or contributions due hereunder against any monetary or other claim it may have against BEN & JERRY'S.

5. CONSTRUCTION AND OPENING OF SCOOP SHOP

5.1 BEN & JERRY'S shall have the right to designate one or more suppliers of design services and/or architectural services (a "**Designated Design Firm**") to supply such services to the System. OPERATOR may also use a local design firm so long as the local design firm meets our qualifications and OPERATOR has received written permission from BEN & JERRY'S to do so. OPERATOR shall provide the layout and dimensions for the site of the Scoop Shop to the design firm in the manner specified in the Manual or otherwise in writing, which will prepare a standardized design (a "**Preliminary Drawing**") of the Scoop Shop using such layout and dimensions. The design firm shall prepare final plans for construction based upon the Preliminary Drawings and specifications. The final plans for construction shall not thereafter be materially changed or modified without the prior written permission of BEN & JERRY'S. OPERATOR shall be solely responsible for payments for all design and architecture services. OPERATOR shall renovate or construct, and equip the Scoop Shop according to the final plans for construction, at OPERATOR's own expense.

5.2 OPERATOR shall be responsible for obtaining all zoning classifications and clearances that may be required by state or local laws, ordinances, or regulations or that may be necessary or advisable owing to any restrictive covenants relating to OPERATOR's location.

5.3 OPERATOR shall obtain all permits and certifications required for the lawful construction and operation of the Scoop Shop and shall certify in writing to BEN & JERRY'S that all such permits and certifications have been obtained.

5.4 OPERATOR shall employ a qualified general contractor, who is reputable and experienced building units of similar retail concepts, to construct the Scoop Shop and to complete all improvements. BEN & JERRY'S shall have the right, but not the obligation, to designate a single approved contractor or furnish OPERATOR with a list of approved contractors for OPERATOR to employ in the construction of the Scoop Shop. OPERATOR acknowledges and agrees that BEN & JERRY'S is not liable for the unsatisfactory performance of any contractor retained by OPERATOR, even if such contractor was designated by BEN & JERRY'S. Prior to construction, OPERATOR shall comply with the insurance requirements described in Section 13.

5.5 In renovating, constructing, and equipping the Scoop Shop, OPERATOR shall comply with all of the applicable provisions of the ADA and shall not discriminate against anyone on the basis of disability or any other protected class. BEN & JERRY'S review and approval of plans for the Scoop Shop shall be limited to review of such plans to assess compliance with BEN & JERRY'S' design standards for Shops, including such items as trade dress, presentation of Proprietary Marks, and the provision to the potential customer of certain products and services that are central to the functioning of Shops. Such review is not designed to assess compliance with federal, state or local laws and regulations, including the ADA. Prior to opening the Scoop Shop and prior to renovating the Scoop Shop after the initial opening of the Scoop Shop, OPERATOR shall execute an ADA Certification in the form attached to this Agreement as **Exhibit B** that certifies in writing to BEN & JERRY'S that the Scoop Shop and any proposed renovations comply with the ADA. In the event OPERATOR receives any complaint, claim, or other notice alleging a failure to comply with the ADA, OPERATOR shall provide BEN & JERRY'S with a copy of such notice within five (5) days after receipt thereof.

5.6 Unless delayed by the occurrence of events constituting "force majeure" as defined below, OPERATOR shall construct, furnish, and open the Scoop Shop in accordance with this Agreement and OPERATOR shall open the Scoop Shop not later than ninety (90) days after all building permits are issued but in no event later than twelve (12) months after the Effective Date of this Agreement. However, OPERATOR shall make a good faith attempt to open within forty five (45) days after the building permits are issued. Time is of the essence. Prior to opening for business, OPERATOR shall comply with all pre-opening requirements set forth in this Agreement, the Manual, and/or elsewhere in writing by BEN & JERRY'S. OPERATOR shall also obtain written approval by BEN & JERRY'S prior to opening the Scoop Shop. BEN & JERRY'S shall conduct the opening inspection and approve or deny the opening of the Scoop Shop within ten (10) business days of the request by OPERATOR, provided that during holiday and other atypical periods BEN & JERRY'S may extend, as needed to accommodate the circumstances, the time to conduct its opening inspection and provide its approval or denial to open. If OPERATOR fails the opening inspection, OPERATOR shall reimburse BEN & JERRY'S for the travel expenses and room and board of representatives of BEN & JERRY'S for each inspection, including the first. As used in this Agreement, "**force majeure**" means an act of God, war, civil disturbance, act of terrorism, government action, fire, flood, accident, hurricane, earthquake, or other calamity, strike or other labor dispute, or any other cause beyond the reasonable control of OPERATOR; provided, however, force majeure shall not include OPERATOR's lack of adequate financing. In the event OPERATOR's opening is delayed by a force majeure event, OPERATOR's time to open the Scoop Shop shall be extended by the shorter of: (a) the delay caused by such event, or (b) thirty (30) days.

6. TRAINING

6.1 Before opening the Scoop Shop, (i) OPERATOR (or, if OPERATOR is other than an individual, an Owner approved by BEN & JERRY'S), or (ii) OPERATOR's manager (if OPERATOR or an Owner will not be the on-Premises supervisor of the Scoop Shop on a full-time basis) shall attend and complete to BEN & JERRY'S satisfaction Scoop U Training. If OPERATOR is an individual who will not manage the Scoop Shop personally, BEN & JERRY'S may require OPERATOR to attend and complete to BEN & JERRY'S satisfaction, initial training as determined by BEN & JERRY'S.

6.2 In addition to pre-opening training, BEN & JERRY'S may require any persons subsequently employed by OPERATOR in the position of manager to attend and complete to BEN & JERRY'S satisfaction, Scoop U Training for managers, for which training BEN & JERRY'S may charge OPERATOR a fee. OPERATOR, OPERATOR's manager, and other employees as OPERATOR may designate shall also attend such additional courses, seminars, and other training programs as BEN & JERRY'S may require from time to time. Every five (5) years, OPERATOR shall also attend such additional courses, seminars, and other training programs as BEN & JERRY'S may reasonably require from time to time irrespective of the number of Shops OPERATOR operates.

6.3 All training programs shall be at such times as may be designated by BEN & JERRY'S. Training programs shall be provided in Vermont and/or such other locations as BEN & JERRY'S may designate. OPERATOR may be required to pay a fee to BEN & JERRY'S, or to trainers designated by BEN & JERRY'S, for training courses, seminars and programs provided after the pre-opening training described in Section 6.1. OPERATOR or its employees shall be responsible for any and all other expenses incurred by them in connection with Scoop U Training and any other training, including the costs of transportation, lodging, meals, and wages. Trainees will not receive compensation from BEN & JERRY'S for work performed during Scoop U Training or such other training. OPERATOR acknowledges that Scoop U Training is designed to protect the BEN & JERRY'S brand and reputation, and is not designed to control the day-to-day operation of the Scoop Shop.

7. DUTIES OF OPERATOR

7.1 OPERATOR understands and acknowledges that every detail of the System and this Agreement is important to OPERATOR, BEN & JERRY'S, and other operators in order to develop and maintain high operating, quality and service standards, to increase the demand for the Products sold by all operators, to protect Scoop Shops operating under the System, and to protect the brand, reputation and goodwill of BEN & JERRY'S. OPERATOR shall operate the Scoop Shop in strict conformity with such standards and specifications as BEN & JERRY'S may from time to time prescribe in the Manual or otherwise in writing, and shall refrain from deviating from such standards, specifications, and procedures without the prior written consent of BEN & JERRY'S.

7.2 OPERATOR shall use the Premises solely for the operation of the Scoop Shop in accordance with this Agreement; shall keep the Scoop Shop open and in normal operation for such minimum hours and days as are required by OPERATOR'S lease (or, in the event the

OPERATOR'S lease does not designate minimum hours and days, such minimum hours and days as BEN & JERRY'S may specify in the Manual or otherwise in writing); shall refrain from using or permitting the use of the Premises for any unauthorized or unlawful purpose; and shall refrain from using or permitting the use of the Premises for any purpose or activity at any time without first obtaining the written consent of BEN & JERRY'S.

7.3 As described in Section 1.2 herein, OPERATOR may engage in Off-Premises Activities, On-Demand Sales and Mobile Vending within the Territory, but only in accordance with the terms and conditions stated in this Agreement, in the Manual (including guidelines and requirements relating to insurance coverage, event size, event duration, and vehicle use relating to Off-Premises Activities, On-Demand Sales and Mobile Vending) or as otherwise provided by BEN & JERRY'S in writing.

7.4 In connection with Off-Premises Activities, On-Demand Sales and Mobile Vending that BEN & JERRY'S or OPERATOR desires to conduct within and outside OPERATOR'S Territory, the parties agree that:

7.4.1 If BEN & JERRY'S desires the scooping of Products at an Off-Premises Activity in OPERATOR's Territory, BEN & JERRY'S shall send OPERATOR a "Request for Notice." If BEN & JERRY'S sends OPERATOR a Request for Notice and OPERATOR desires to scoop Products at such Off-Premises Activity, OPERATOR must send BEN & JERRY'S a signed "Notice of Intent to Scoop" within five (5) business days after receipt by OPERATOR of such Request for Notice and OPERATOR must submit to BEN & JERRY'S proof of authorization to scoop Products at such Off-Premises Activity in accordance with the Manual or other writing. If OPERATOR does not send BEN & JERRY'S a signed Notice of Intent to Scoop within five (5) business days after the date of receipt by OPERATOR of the Request for Notice or if OPERATOR does not submit proof of authorization to scoop at such Off-Premises Activity in accordance with the Manual or other writing, OPERATOR shall be deemed to have waived OPERATOR's right to scoop Products at such Off-Premises Activity. If OPERATOR waives the right to scoop Products at any Off-Premises Activity, BEN & JERRY'S may sell scooped or other Products, or may grant another operator the right to sell scooped or other Products, at such Off-Premises Activity. (The requirement in this Section 7.4.1 that BEN & JERRY'S provide a "Request for Notice" only applies if BEN & JERRY'S desires, either itself or through others, to sell scooped Products at an Off-Premises Activity within the Territory; this requirement does not apply to the sale of non-scooped Products, which BEN & JERRY'S has the right to do within or outside of the Territory pursuant to Section 1.4.6)

7.4.2 If OPERATOR desires to sell or scoop Products at an Off-Premises Activity or through On-Demand Sales or Mobile Vending located outside the Territory, OPERATOR must submit a written request to BEN & JERRY'S in accordance with the Manual or other writing, for the prior approval of BEN & JERRY'S. In the event that BEN & JERRY'S grants permission (which Ben & Jerry's has the absolute right to grant or deny) for an OPERATOR to sell Products (whether scooped and/or other Products) at an Off-Premises Activity or through On-Demand Sales or Mobile Vending located outside the Territory, such permission shall be revoked if and when BEN & JERRY'S grants to another operator or developer rights to a territory in which such Off-Premises Activity, On-Demand Sales or Mobile Vending is taking place.

7.5 OPERATOR shall purchase and install all fixtures, furnishings, equipment, decor, and signs (including menu board systems) and maintain sufficient supplies (including environmentally-friendly cleaning supplies) and materials, as BEN & JERRY'S may prescribe in the Manual or otherwise in writing. OPERATOR shall refrain from deviating therefrom by the use of any non-approved item without the prior written consent of BEN & JERRY'S. OPERATOR further acknowledges and agrees that:

7.5.1 In the event any refurbishment or replacement (whether pursuant to this Section 7.5, or to Sections 2.2.7, 7.16, or 14.3.6) results in the discontinuance of any fixtures, furnishings, equipment, decor, and signs (including menu board systems) which bear the Proprietary Marks or which BEN & JERRY'S otherwise deems to be proprietary to the System, OPERATOR shall deliver to BEN & JERRY'S, without charge, all such items; and

7.5.2 In no way limiting Section 7.5 above, OPERATOR shall not install or permit to be installed any vending machine, game, or coin, card, or electronic operated device, automated teller machine, computer for public use, televisions, video monitors, or other device for customer use, unless specifically approved in writing, in advance, by BEN & JERRY'S.

7.6 To maintain the high standards of quality and uniformity associated with the System, OPERATOR shall offer and sell only Products that BEN & JERRY'S specifies from time to time, unless otherwise approved in writing by BEN & JERRY'S; and OPERATOR shall offer and sell all Products as BEN & JERRY'S may specify for this Shop from time to time as required offerings at the Scoop Shop. OPERATOR is prohibited from offering or selling any products or services at or from the Scoop Shop that have not previously been authorized by BEN & JERRY'S. If OPERATOR wishes to offer or sell any products or services that have not previously been authorized by BEN & JERRY'S, OPERATOR must first make a written request to BEN & JERRY'S, requesting authorization to offer or sell such services or products, and any approved product must be included in the OPERATOR's Gross Sales. BEN & JERRY'S may deny such approval for any reason. In connection with such request for approval, OPERATOR must submit to BEN & JERRY'S such information and samples as BEN & JERRY'S desires. OPERATOR agrees to pay to BEN & JERRY'S such amount as is necessary to cover BEN & JERRY'S costs of reviewing and evaluating such requests for approval submitted by OPERATOR.

7.7 OPERATOR acknowledges that (i) the Ben & Jerry's Products offered and sold under the System are prepared from proprietary recipes developed by and, in some cases, exclusively for BEN & JERRY'S; (ii) the Ben & Jerry's Products are unique and their formulae and manufacturing processes constitute proprietary information that is essential to the success of the System; and (iii) BEN & JERRY'S has the absolute right to make any and all changes to, and to vary, the Ben & Jerry's Products; the packaging; the package, tub and container sizes, weights, volumes and shapes; the fill levels; the product flavors and varieties; and the formulations and specifications of the Ben & Jerry's Products, including the texture, quality, "piece count," creaminess, weight, color, density, "chunk weight," and degree of overrun; and BEN & JERRY'S shall have no liability whatsoever to OPERATOR for any impact such changes may have on OPERATOR'S business; and (iv) OPERATOR has entered into this Agreement in order to, among other things, obtain the right to offer and sell the Ben & Jerry's Products. In order to protect the interest of BEN & JERRY'S in the Ben & Jerry's Products and

to ensure the quality, uniformity, and distinctiveness of the Ben & Jerry's Products, OPERATOR agrees to purchase, solely from BEN & JERRY'S or suppliers designated by BEN & JERRY'S, all of the Ben & Jerry's Products. OPERATOR acknowledges that the requirements of this Section 7.7 are in addition to the requirements of Section 7.8 below, which apply, generally, to Products.

7.8 In no way limiting the terms of Section 7.7, all Products sold or offered for sale at the Scoop Shop must meet the then-current standards and specifications of BEN & JERRY'S, as established in the Manual or otherwise in writing, and in accordance with Section 7.9 below. OPERATOR further agrees:

7.8.1 Not to sell or otherwise market the Products for subsequent resale unless approved in writing by BEN & JERRY'S;

7.8.2 To handle and store the Products solely in the manner directed by BEN & JERRY'S in the Manual or otherwise in writing; and

7.8.3 Not to sell, offer for sale or sample, and to destroy immediately in accordance with procedures set forth in the Manual or as otherwise prescribed by BEN & JERRY'S in writing, any Product that it knows, or should know through the exercise of reasonable care, to be adulterated, tainted, contaminated, spoiled, unsafe, or otherwise unfit for human consumption.

7.9 OPERATOR agrees that BEN & JERRY'S, in order to preserve BEN & JERRY'S legitimate interest in protecting the quality of its Products and the BEN & JERRY'S brand, reputation and goodwill, reserves the right, to the fullest extent allowed by applicable law, to: establish maximum, minimum or other pricing requirements with respect to the prices OPERATOR may charge for the Products offered and sold hereunder; recommend retail prices; advertise specific retail prices for some or all Products sold by OPERATOR, which prices OPERATOR will be compelled to observe; engage in marketing, promotional and related campaigns, which OPERATOR must participate in and which may directly or indirectly impact OPERATOR's retail prices; and otherwise mandate, directly or indirectly, the prices which OPERATOR may charge.

7.10 OPERATOR shall purchase all equipment, fixtures, furnishings, signs (including menu board systems), décor, supplies, services (including On-Demand Sales), and products (including the Products) required for the establishment and operation of the Scoop Shop from suppliers designated or approved in writing by BEN & JERRY'S (as used in this Section 7.10 the term "supplier" shall include manufacturers, distributors and other forms of suppliers). BEN & JERRY'S shall have the right to designate, at any time and for any reason, a single supplier for any equipment, supplies, services, or products (including any Products) and to require OPERATOR to purchase exclusively from such designated supplier, which exclusive designated supplier may be BEN & JERRY'S or an affiliate of BEN & JERRY'S. BEN & JERRY'S and its affiliates may receive payments or other compensation from suppliers on account of such suppliers' dealings with OPERATOR and other franchisees; and BEN & JERRY'S may use all amounts so received for any purpose BEN & JERRY'S and its affiliates deem appropriate.

7.10.1 If OPERATOR desires to purchase any equipment, supplies, services, and products (including the Products) from suppliers other than those previously designated or approved by BEN & JERRY'S, OPERATOR shall first submit to BEN & JERRY'S a written request for authorization to purchase such items, together with such information and samples as BEN & JERRY'S may reasonably require. BEN & JERRY'S shall have the right to require periodically that its representatives be permitted to inspect such items and/or supplier's facilities, and that samples from the proposed supplier, or of the proposed items, be delivered for evaluation and testing either to BEN & JERRY'S or to an independent testing facility designated by BEN & JERRY'S. Permission for such inspections shall be a condition of the initial and continued approval of such manufacturer, distributor, or supplier. A charge not to exceed the reasonable cost of the evaluation and testing shall be paid by OPERATOR. BEN & JERRY'S shall, within ninety (90) days after its receipt of such request and completion of such evaluation and testing (if required by BEN & JERRY'S), notify OPERATOR in writing of its approval or disapproval. BEN & JERRY'S may deny such approval for any reason, including its determination to limit the number of approved suppliers.

7.10.2 BEN & JERRY'S, may from time to time revoke its approval of particular items, Products or suppliers if BEN & JERRY'S determines that the items, Products, or suppliers no longer meet the standards of BEN & JERRY'S or BEN & JERRY'S determines that the product is no longer appropriate to sell in Shops. Within thirty (30) days after receipt of notice of such revocation (or, for failure to meet health or safety standards, immediately upon receipt of notice), OPERATOR shall cease to sell or use any disapproved item and Products, and cease to purchase from any disapproved supplier.

7.10.3 Subject to the terms of Section 3.8 above, BEN & JERRY'S and/or its designated distributor shall seek to provide the Products within twenty-one (21) days after receipt of OPERATOR's written order. Unless otherwise agreed upon by BEN & JERRY'S or its designated distributor, OPERATOR shall pay for all Products cash on delivery.

7.11 To ensure the efficient management and operation of the Scoop Shop and the transmission of data to and from BEN & JERRY'S, OPERATOR, at its expense, shall (i) purchase, and thereafter maintain, such computer and communication hardware and point-of-sale system hardware, financial accounting software, firmware, accessories, Internet connectivity, required dedicated telephone, broadband and/or other communication access services and power lines, modems(s), printer(s), and other computer-related accessories or peripheral equipment as BEN & JERRY'S specifies in the Manual or otherwise in writing and (ii) acquire computer and communication software as BEN & JERRY'S specifies in the Manual or otherwise in writing from BEN & JERRY'S or, if any, approved vendors (collectively, the "**Computer System**"). OPERATOR acknowledges that BEN & JERRY'S shall have no liability to OPERATOR in connection with any Computer System problems, including any issues caused by any approved supplier of any Computer System. Additionally, BEN & JERRY'S has established and may establish other Websites, including a Website providing private and secure communications between BEN & JERRY'S, OPERATOR, operators, franchisees, licensees and other persons and entities as determined by BEN & JERRY'S, at its sole option and in accordance with such rules and procedures as are determined by BEN & JERRY'S from time to time ("**B&J Extranet**"). OPERATOR agrees to the following:

7.11.1 OPERATOR's Computer System shall have the capacity to electronically exchange information, messages, and other data with other computers, by such means (including the Internet and the B&J Extranet), and using such protocols (e.g., TCP/IP), as BEN & JERRY'S may prescribe in the Manual or otherwise in writing. OPERATOR shall maintain at all times, access to the B&J Extranet in the manner specified by BEN & JERRY'S in the Manual or otherwise in writing. If required by BEN & JERRY'S, OPERATOR shall from time to time execute such agreements or acknowledge such policies as BEN & JERRY'S may prepare to set forth the terms of use for the B&J Extranet, and OPERATOR agrees at all times to comply;

7.11.2 BEN & JERRY'S shall have the right from time to time, and at any time, to retrieve data and information relating to the operations of the Scoop Shop from OPERATOR's Computer System, by modem or other requested means, and use it for any reasonable business purpose both during and after the term of this Agreement. BEN & JERRY'S may, from time to time, specify in the Manual or otherwise in writing the information that OPERATOR shall collect and maintain on the Computer System installed at the Scoop Shop, and OPERATOR shall provide to BEN & JERRY'S such reports as BEN & JERRY'S may reasonably request from the data so collected and maintained, which shall be in the form and format prescribed or approved by BEN & JERRY'S;

7.11.3 OPERATOR shall keep its Computer System in good maintenance and repair and, at its expense, shall promptly install such additions, changes, modifications, substitutions, and/or replacements to the Computer System, telephone and power lines, and other computer-related facilities, as BEN & JERRY'S directs (including those pertaining to the processing of credit/debit cards as described in Section 7.11.7 and 7.11.8, below). OPERATOR shall have the sole and complete responsibility for: (a) acquiring, operating, maintaining and upgrading its Computer System; (b) the manner in which OPERATOR's Computer System interfaces with BEN & JERRY'S computer systems, and the computer systems of third parties; and (c) any and all consequences that may arise if OPERATOR's Computer System is not properly operated, maintained or upgraded;

7.11.4 BEN & JERRY'S may from time to time develop or authorize others to develop software programs for use in the System, which OPERATOR may be required to purchase and/or license, and use without individual modification or customization, in connection with the Scoop Shop and for which OPERATOR may be required to execute a license, sublicense, or maintenance agreement with BEN & JERRY'S or an approved vendor; and

7.11.5 OPERATOR shall abide by all applicable laws pertaining to the privacy of consumer, employee, and transactional information ("**Privacy Laws**"). OPERATOR shall comply with BEN & JERRY'S standards and policies pertaining to privacy information. If there is a conflict between BEN & JERRY'S such standards and policies and the Privacy Laws, OPERATOR shall: (a) comply with the requirements of the Privacy Laws; (b) immediately give BEN & JERRY'S written notice of said conflict; and (c) promptly and fully cooperate with BEN & JERRY'S and its counsel in determining the most effective way, if any, to meet BEN & JERRY'S standards and policies pertaining to privacy information. OPERATOR agrees not to publish, disseminate, implement, revise or rescind a data privacy policy without BEN & JERRY'S prior written consent.

7.11.6 OPERATOR shall comply with the standards and procedures developed by BEN & JERRY'S for the System, in the manner directed by BEN & JERRY'S in the Manual or otherwise in writing, with regard to OPERATOR's authorization to use, and use of, blogs, common social networks (such as "Facebook" and "Myspace"), professional networks (such as "Linked-In"), live blogging tools (such as "Twitter"), virtual worlds, file, audio and video sharing sites and other similar social networking media or tools ("**Social Media**") that in any way references the Proprietary Marks or involves the System or the Scoop Shop.

7.11.7 OPERATOR agrees to maintain, at all times, credit card relationships with the credit and debit card issuers or sponsors, check or credit verification services, financial-center services, merchant service providers, and electronic fund transfer systems (together, "**Credit Card Vendors**") that BEN & JERRY'S may periodically designate in the Manual or otherwise in writing. The term "Credit Card Vendors" includes, among other things, companies that provide services for electronic payment, such as near-field communication vendors (for example, "Apple Pay" and "Google Wallet"). OPERATOR agrees not to use any Credit Card Vendor for which BEN & JERRY'S has not given OPERATOR prior written approval, or as to which BEN & JERRY'S has revoked an earlier approval. BEN & JERRY'S has the right to modify the requirements for Credit Card Vendors and to designate additional approved or required methods of payment and vendors for processing such payments, and to revoke the approval of any service provider.

7.11.8 OPERATOR agrees to comply with such directives related to OPERATOR's compliance with the applicable industry regulations and/or guidelines related to the processing of credit/debit cards promulgated by the card issuers (e.g., Cardholder Information Security Program ("**CISP"**) promulgated by Visa®)) and/or service companies/organizations, such as the Payment Card Industry ("**PCI**") Data Security Standards, as those standards may be revised and modified by the PCI Security Standards Council, LLC (see www.pcisecuritystandards.org), or any successor organization or standards that BEN & JERRY'S may reasonably specify in the Manual or otherwise in writing. Among other things, OPERATOR agrees to implement the enhancements, security requirements, and other standards that CISP, PCI Security Standards Council, LLC or their equivalent (or their successors) requires of a merchant that accepts payment by credit and/or debit cards.

7.11.9 BEN & JERRY'S and OPERATOR agree that changes to technology are dynamic and are not predictable within the term of this Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, OPERATOR agrees that BEN & JERRY'S may establish from time to time in the Manual or otherwise in writing reasonable new standards for the implementation of technology in the System. OPERATOR agrees to comply with any reasonable new standards for technology and to pay a reasonable technology or other licensing fee to BEN & JERRY'S to cover the costs for the same.

7.12 At the time the Scoop Shop opens, OPERATOR shall stock and display the initial inventory of Products and supplies prescribed by BEN & JERRY'S in the Manual or otherwise in writing. Thereafter, OPERATOR shall stock and maintain all types of approved Products in quantities sufficient to meet reasonably anticipated customer demand.

7.13 OPERATOR shall permit BEN & JERRY'S and its agents, and BEN & JERRY'S and its agents shall have the right, to enter upon the Premises, with or without notice to OPERATOR at any time during normal business hours for the purpose of conducting inspections of the Premises, books, records and/or accounts of OPERATOR; shall cooperate with representatives of BEN & JERRY'S in such inspections by rendering such assistance as they may reasonably request; and, upon notice from BEN & JERRY'S or its agents, and without limiting other rights of BEN & JERRY'S under this Agreement, shall take such steps as may be necessary to correct immediately any deficiencies detected during any such inspection. During the course of any such inspection, BEN & JERRY'S may photograph or videotape any part of the Scoop Shop, whether or not OPERATOR is present. If BEN & JERRY'S determines, based on unsatisfactory findings of an inspection, that a re-inspection is required, OPERATOR shall reimburse BEN & JERRY'S for the travel expenses and room and board of BEN & JERRY'S representatives for subsequent inspections to ensure all deficiencies have been corrected. Should OPERATOR, for any reason, fail to correct such deficiencies within a reasonable time as determined by BEN & JERRY'S, BEN & JERRY'S shall have the right, but not the obligation, to correct any deficiencies which may be susceptible to correction by BEN & JERRY'S and to charge OPERATOR the actual expenses of BEN & JERRY'S in so acting, payable by OPERATOR upon demand. The foregoing shall be in addition to such other remedies BEN & JERRY'S may have. The inspections conducted pursuant to this Section 7.13 are not in lieu of OPERATOR's duty to supervise the day-to-day operation of the Scoop Shop and the performance of OPERATOR'S employees.

7.14 Subject to any local laws or landlord restrictions, OPERATOR shall ensure that all marketing and promotional materials, signs, decorations, paper goods (including disposable food containers, napkins, menus boards and all forms and stationery used in the Scoop Shop), Products, and other items specified by BEN & JERRY'S bear the Proprietary Marks in the form, color, location, and manner prescribed by BEN & JERRY'S. OPERATOR shall place and illuminate all signs in accordance with the specifications of BEN & JERRY'S.

7.15 OPERATOR shall participate in promotional programs developed by BEN & JERRY'S for the System, in the manner directed by BEN & JERRY'S in the Manual or otherwise in writing. Additionally, OPERATOR shall sell or otherwise issue gift cards ("**Gift Cards**") and (whether as part of, or separate from, Gift Cards) loyalty cards ("**Loyalty Cards** ") that have been prepared utilizing the standard form of Gift Card or Loyalty Card provided or designated by BEN & JERRY'S, and only in the manner specified by BEN & JERRY'S in the Manual or otherwise in writing. OPERATOR shall fully honor all Gift Cards and Loyalty Cards that are in the form provided or approved by BEN & JERRY'S regardless of whether a Gift Card or Loyalty Card was issued by BEN & JERRY'S or another operator. OPERATOR shall sell, issue, and redeem Gift Cards and Loyalty Cards in accordance with procedures and policies specified by BEN & JERRY'S in the Manual or otherwise in writing. Gift certificates are not to be sold by any OPERATOR unless OPERATOR has received specific permission from BEN & JERRY'S to do so.

7.16 OPERATOR shall maintain the Premises (including adjacent public areas) in a clean, orderly condition and in excellent repair; and, in connection therewith, OPERATOR shall, at its expense, make such repairs and replacements thereto (but no others without prior written consent of BEN & JERRY'S) as may be required for that purpose, including such periodic

repainting or replacement of obsolete signs, furnishings, equipment, and decor as BEN & JERRY'S may reasonably direct. Any replacement, reconstruction, addition or modification to the Scoop Shop must be approved by BEN & JERRY'S and comply with the specifications of BEN & JERRY'S.

7.17 In order to preserve BEN & JERRY'S legitimate interest in protecting the quality of its Products and the BEN & JERRY'S brand, reputation and goodwill, at the request of BEN & JERRY'S, but not more often than once every five (5) years, unless sooner required by OPERATOR's lease, OPERATOR shall refurbish the Premises, at its expense, to conform to the store design, trade dress, color schemes, and presentation of the Proprietary Marks in a manner consistent with the then-current image for new Scoop Shops. Such refurbishment may include structural changes, installation of new equipment and signs (including menu board systems), remodeling, redesign, redecoration, and modifications to existing improvements. Notwithstanding the foregoing, BEN & JERRY'S shall not require OPERATOR to spend more than Fifteen Thousand Dollars ($15,000) on such refurbishment pursuant to this Section 7.17 in any five-year period. The expenditure limitations of this Section 7.17 shall not apply to renovations, redesign, refurbishment, and modernization required pursuant to either of the following: Section 2.2.7 relating to the renewal of franchise rights; or Section 14.3.6 relating to transfers under this Agreement.

7.18 Without limiting the requirements of Section 18.1, OPERATOR has sole authority and control over the day-to-day operations of the Scoop Shop and its employees and independent contractors. The Scoop Shop shall be under the direct supervision of OPERATOR or a manager of OPERATOR who has satisfactorily completed Scoop U Training. OPERATOR shall maintain a competent, conscientious, trained staff, including a fully-trained manager (who may be OPERATOR), and if OPERATOR has multiple Scoop Shops, a fully-trained manager for each Scoop Shop. OPERATOR shall take such steps as are necessary to ensure that its employees preserve good customer relations; render competent, prompt, courteous, and knowledgeable service; maintain and utilize a telephone or answering service that is responsive to all inquiries related to the business, including requests for Off-Premises Activities, On-Demand Sales and Mobile Vending, cakes and operating hours; and meet such minimum standards as BEN & JERRY'S may establish from time to time in the Manual or otherwise in writing in order to protect the quality of its Products and the BEN & JERRY'S brand, reputation and goodwill. OPERATOR and its employees shall handle all customer complaints, refunds, returns, and other adjustments in a manner that will not detract from the name and goodwill of BEN & JERRY'S. OPERATOR will use the system designed by BEN & JERRY'S for training employees. OPERATOR shall be solely responsible for all employment decisions and functions of the Scoop Shop, including those related to hiring, firing, wage and hour requirements, recordkeeping, supervision, and discipline of employees. At no time will OPERATOR or OPERATOR'S employees and independent contractors be deemed to be employees of BEN & JERRY's or any affiliate of BEN & JERRY'S. BEN & JERRY'S has no right or obligation to direct OPERATOR'S employees or to operate the Scoop Shop. OPERATOR shall not implement any change to the System (including the use of any product or supplies not already approved by BEN & JERRY'S) without the prior written consent of BEN & JERRY'S.

7.19 Without limiting any other provision in this Agreement, BEN & JERRY'S has the perpetual and exclusive right to own and use and to authorize other Scoop Shops to use, and

OPERATOR will fully and promptly disclose to BEN & JERRY'S, all ideas, plans, innovations, improvements, concepts, formulas, recipes, methods and techniques relating to the development or operation of a Scoop Shop or any similar business conceived or developed by OPERATOR or OPERATOR'S employees during the term of this Agreement (collectively, "**Innovations**"). BEN & JERRY'S shall have all right, title, and interest in any Innovations, without compensation to OPERATOR and OPERATOR shall have no right, title, or interest whatsoever in any and all Innovations. BEN & JERRY'S shall not be obligated to approve or accept any request to implement any Innovations. BEN & JERRY'S may from time to time revoke its approval of a particular change or amendment to the System. Upon receipt of written notice of such revocation, OPERATOR shall modify its activities in the manner described by BEN & JERRY'S.

7.20 OPERATOR shall comply with all terms of its lease or sublease, its financing agreements (if any), and all other agreements affecting the operation of the Scoop Shop; shall undertake best efforts to maintain a good and positive working relationship with its landlord and/or lessor; and shall not engage in any activity which may jeopardize OPERATOR's right to remain in possession of, or to renew the lease or sublease for, the Premises.

7.21 OPERATOR must at all times pay its distributors, independent contractors, suppliers, trade creditors, landlord, lender, employees and other creditors promptly as the debts and obligations to such persons become due, and failure to do so shall constitute a breach of this Agreement.

7.22 OPERATOR shall meet and maintain the highest health standards and ratings applicable to the operation of the Scoop Shop under the Manual or as otherwise prescribed by BEN & JERRY'S in writing, and applicable health ordinances. OPERATOR shall also comply with the requirements set forth in the Manual or as otherwise prescribed by BEN & JERRY'S in writing, for submitting to BEN & JERRY'S a copy of a violation or citation relating to OPERATOR's failure to maintain any health or safety standards in the operation of the Scoop Shop.

7.23 If OPERATOR learns that any retail outlet in OPERATOR's Territory, excluding those rights reserved by BEN & JERRY'S in Section 1 of this Agreement, is selling Ben & Jerry's Products by the scoop, OPERATOR must notify BEN & JERRY'S in writing. Upon receipt of such notice, BEN & JERRY'S will use reasonable and diligent efforts to stop the supply of Ben & Jerry's Products to the retail outlet; provided, however, that BEN & JERRY'S will have the right to determine the manner and timing of such efforts, and shall not be liable to OPERATOR for any failure to stop the supply of BEN & JERRY'S Products to such retail outlet.

7.24 OPERATOR recognizes and acknowledges that BEN & JERRY'S: (i) is not only a franchisor of Shops that offer, among other things, ice cream products but it is also a company devoted to social justice and engages in, supports and promotes, causes which it views as consistent with its social mission and core values – including, but not limited to, human rights and dignity, social and economic justice, and environmental protection, restoration and regeneration; (ii) is a vocal advocate for change and will often publicly address topics (including by naming ice cream flavors to make political and other social statements) from a perspective

which may generate disagreement among operators and the public and may negatively impact the business of the Scoop Shop; and (iii) has the absolute unfettered right to decide the causes, policies and social activities it will engage in, support and promote (without any prior consultation with, or approval by, the operators). By way of examples only, BEN & JERRY'S has in the past partnered with civil society groups with bold justice agendas to advance campaigns that address racial equity and drive systemic change; campaigned for criminal justice reform and against mass incarceration; supported legislation to create reparations for African Americans; advocated for refugee and LGBTQ rights; and advocated for policies to combat climate change and promote climate justice. BEN & JERRY'S may take positions on these and other issues in the future and its position on even these issues may evolve and change over time (all of which is within BEN & JERRY'S absolute unfettered right to determine). OPERATOR shall use its best efforts to integrate into its business a reasonable number (given the size of OPERATOR'S operation) of socially responsible activities which are the same as or not inconsistent with those activities and programs which BEN & JERRY'S conducts to implement its social mission described above and in memoranda, and other documents directed to operators. OPERATOR agrees to discontinue involvement or affiliation with any activities or programs that BEN & JERRY'S determines (and has the absolute right to determine) to be (a) inconsistent with its social mission (regardless of the impact of that determination on the Scoop Shop); or (b) harmful to the Scoop Shop, other BEN & JERRY'S Scoop Shops, BEN & JERRY'S or its affiliates, the Proprietary Marks, or the System. OPERATOR further agrees not to take any action to interfere with, or to seek to prevent or discontinue, the decisions, activities and programs that BEN & JERRY'S has determined to be consistent with its social mission (regardless of whether these decisions, activities and programs are effective and/or have an adverse impact on the Scoop Shop).

7.25 OPERATOR shall notify BEN & JERRY'S in writing within five (5) days of the commencement of any suit to foreclose any lien or mortgage, or 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, including health agencies, which (i) relates to the operation of the Scoop Shop, (ii) may adversely affect the operation or financial condition of the Scoop Shop, or (iii) may adversely affect OPERATOR's financial condition.

7.26 OPERATOR shall not relocate the Scoop Shop from the Authorized Location without the prior written approval of BEN & JERRY'S. If OPERATOR desires to relocate the Scoop Shop, OPERATOR shall submit such materials and information as BEN & JERRY'S may request for the evaluation of the requested plan of relocation. BEN & JERRY'S has the right to require any or all of the following as conditions of its approval for relocation: (i) OPERATOR not be in default under any provision of this Agreement, or any other agreement between OPERATOR and BEN & JERRY'S; (ii) the proposed substitute location meets BEN & JERRY'S then-current standards for Scoop Shops; (iii) OPERATOR must possess the financial resources to meet the costs associated with relocating; (iv) OPERATOR enter into BEN & JERRY'S then-current form of Franchise Agreement (which shall replace this Agreement) for the remainder of the term of the franchise granted hereunder, provided that OPERATOR shall not be required to pay an initial fee; and (v) OPERATOR pay a relocation fee of three thousand dollars ($3,000). If, through no fault of OPERATOR, the Premises are damaged or destroyed by an event such that repairs or reconstruction cannot be completed within sixty (60) days thereafter, then OPERATOR shall have forty-five (45) days after such event in which to apply

for approval by BEN & JERRY'S to relocate and/or reconstruct the Premises, which approval shall not be unreasonably withheld and, in such event, the relocation fee described above will not be required.

7.27 OPERATOR (or a designated full time employee of OPERATOR) shall, at OPERATOR's sole expense, attend the first national convention organized by BEN & JERRY'S after execution of this Franchise Agreement and shall participate in any training programs and workshops offered at the convention. BEN & JERRY'S has the right to require that OPERATOR pay a registration fee to BEN & JERRY'S for each convention. Failure to attend the first national convention after execution of this Agreement, and failure to attend two (2) consecutive conventions thereafter shall constitute a default of this Agreement for which BEN & JERRY'S shall immediately terminate this Agreement pursuant to Section 15.2.13.

7.28 Whenever OPERATOR independently, or by notice by BEN & JERRY'S, customer or by any local or federal governmental agency becomes aware that any Product, or any ingredient or component thereof, is or may become harmful to persons or property, or that the Product is defective in any manner which is or may become harmful to persons or property, or that the same is mislabeled, it shall immediately give notice of such problem or defect to BEN & JERRY'S and shall provide all information in its possession with respect to such problem or defect. If BEN & JERRY'S deems it necessary to recall any quantity of the Product from OPERATOR's Scoop Shop, or from any customer, for any reason bearing on the quality and/or safety of the Product, OPERATOR agrees to take such steps as may be required by applicable law to protect the interests of the public, and such additional steps as BEN & JERRY'S may specify in its reasonable discretion, and to comply diligently with all product recall procedures established by the competent governmental agency responsible for such recalls. If OPERATOR fails or refuses to comply with a recall of the Products upon request by BEN & JERRY'S, BEN & JERRY'S shall be authorized to take such action as it deems necessary to recall the relevant Products from the Scoop Shop and from customers, and OPERATOR shall reimburse BEN & JERRY'S for its costs and expenses incurred in such recall procedure. Any such action taken by BEN & JERRY'S shall not relieve OPERATOR of its obligations or liability hereunder. If a recall is caused by a defect in the Ben & Jerry's Products, BEN & JERRY'S shall reimburse OPERATOR as provided by Section 3.8.3.

7.29 OPERATOR acknowledges and agrees that BEN & JERRY'S has the right to change or modify from time to time the System as BEN & JERRY'S deems appropriate, including to reflect the changing market and to meet new and changing consumer demands, and that variations and additions to the System may be required from time to time to preserve and enhance the public image of the System and operations of Shops. BEN & JERRY'S changes to the System may include the adoption and use of new or modified products, services, equipment and furnishings and new techniques and methodologies relating to the preparation, sale, promotion and marketing of food products and services, and (as described in Section 8 below) trademarks, service marks and copyrighted materials. OPERATOR shall, upon reasonable notice and at OPERATOR's sole expense, accept, implement, use and display in the operation of the Scoop Shop any such changes in the System, as if they were part of this Agreement at the time it was executed. Additionally, because of different circumstances applicable to different operators, uniformity may not always be possible or practical. BEN & JERRY'S reserves the right, at its sole option, to vary the standards throughout the System, as well as the franchise agreement

terms and the services and assistance that BEN & JERRY'S may provide to some operators upon the peculiarities of a particular site or circumstance, existing business practices, or other factors that BEN & JERRY'S deems to be important to the operation of any Shop or the System. OPERATOR shall have no recourse against BEN & JERRY'S on account of any variation to any operator and shall not be entitled to require BEN & JERRY'S to provide OPERATOR with a like or similar variation hereunder.

7.30 OPERATOR agrees to install and maintain one or more security cameras as required and/or specified by BEN & JERRY'S in the Manual or otherwise in writing, subject to any limitations imposed by any applicable law.

7.31 OPERATOR acknowledges and agrees that any customer lists, customer files, databases, records, mailing lists, and any other customer information obtained in conjunction with the operation of the OPERATOR's Shop, or obtained in connection with OPERATOR'S Off-Premises Activities, On-Demand Sales and Mobile Vending (collectively, the "**Customer Lists**" "), shall be the exclusive property of BEN & JERRY'S and shall constitute proprietary information of BEN & JERRY'S. BEN & JERRY'S has the right to use such Customer Lists in any manner that BEN & JERRY'S deems appropriate without compensation to OPERATOR. Such Customer Lists must be accessible to Ben & Jerry's pursuant to Section 7.11.2 of this Agreement. OPERATOR may not, without the prior written consent of BEN & JERRY'S, disclose Customer Lists, or any portion thereof, to any person other than BEN & JERRY'S, either during the term of this Agreement or thereafter. OPERATOR also agrees to comply with BEN & JERRY's privacy policies and practices related to the Customer Lists as specified in the Manual or otherwise in writing. BEN & JERRY'S hereby licenses the use of such data back to OPERATOR, at no additional cost, solely for the term of this Agreement and solely for OPERATOR'S use in connection with the Scoop Shop.

8. PROPRIETARY MARKS

BEN & JERRY'S represents with respect to the Proprietary Marks that:

8.1 An affiliate of BEN & JERRY'S ("**TM Affiliate**") is the registered owner of the Proprietary Marks for the United States. Through a license with TM Affiliate, BEN & JERRY'S holds a license to use, and to license others to use, the Proprietary Marks in the manner contemplated by this Agreement.

8.1.1 BEN & JERRY'S and TM Affiliate will take all steps reasonably necessary to preserve and protect the ownership and validity in and to the Proprietary Marks.

8.2 OPERATOR's right to use the Proprietary Marks is limited to such uses as are authorized under this Agreement, and any unauthorized use thereof shall constitute an infringement of rights of BEN & JERRY'S and TM Affiliate.

8.3 With respect to OPERATOR's use of the Proprietary Marks, OPERATOR agrees to:

8.3.1 Use only the Proprietary Marks designated by BEN & JERRY'S, and to use them only in the manner authorized and permitted by BEN & JERRY'S;

8.3.2 Use the Proprietary Marks only for the operation and marketing of the Scoop Shop, and in connection with Off-Premises Activities, On-Demand Sales and Mobile Vending that have been approved by BEN & JERRY'S;

8.3.3 Operate and advertise the Scoop Shop only under the name "Ben & Jerry's," and use the Proprietary Marks without prefix or suffix, unless otherwise authorized or required by BEN & JERRY'S. OPERATOR shall not use the Proprietary Marks (including BEN & JERRY'S service marks), the abbreviations "B&J" or "BJ," or any name that is now, or in the future, used for the Ben & Jerry's Products, or any marks confusingly similar to any of them as part of its corporate, partnership, or other legal name, or to identify OPERATOR or the Scoop Shop in other legal or financial capacity (including in connection with bank checks, bank accounts, and other financial accounts), or as part of any e-mail address, domain name, or other identification of OPERATOR or the Scoop Shop in any electronic medium, unless agreed to in advance, in writing, by BEN & JERRY'S. OPERATOR may, as necessary to conduct the business of the Scoop Shop and to obtain governmental licenses and permits for the Scoop Shop, indicate that OPERATOR shall be operating the Scoop Shop under the trade name "Ben & Jerry's," provided that OPERATOR shall also clearly identify itself as the owner and operator of the Scoop Shop;

8.3.4 Identify itself as the owner of the Scoop Shop (in the manner required by BEN & JERRY'S) in conjunction with any use of the Proprietary Marks, including on invoices, order forms, receipts, and business stationery, as well as at such conspicuous locations on the Premises as BEN & JERRY'S may designate in writing;

8.3.5 Not use the Proprietary Marks to incur any obligation or indebtedness on behalf of BEN & JERRY'S;

8.3.6 Not use the Proprietary Marks, or authorize any employee, contractor, officer or director of OPERATOR to use or have a title that contains the Proprietary Marks, in any manner that states or implies that the OPERATOR, employee, contractor, officer or director holds a position with BEN & JERRY'S.

8.3.7 Execute any documents deemed necessary by BEN & JERRY'S to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability; and

8.3.8 Promptly notify BEN & JERRY'S of any suspected unauthorized use of the Proprietary Marks, any challenge to the validity of the Proprietary Marks, or any challenge to TM Affiliate's ownership of, the right of BEN & JERRY'S to use and to license others to use, or OPERATOR's right to use, the Proprietary Marks. OPERATOR acknowledges that BEN & JERRY'S and TM Affiliate have the sole right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement thereof. BEN & JERRY'S and TM Affiliate have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. BEN & JERRY'S shall defend OPERATOR against any third-party claim, suit, or demand arising out of OPERATOR's use of the Proprietary Marks. If BEN & JERRY'S, in its sole discretion, determines that OPERATOR has used the Proprietary Marks in accordance with this Agreement,

the cost of such defense, including the cost of any judgment or settlement, shall be borne by BEN & JERRY'S, except that OPERATOR shall bear the salary costs of its employees. If BEN & JERRY'S determines that OPERATOR has not used the Proprietary Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, including attorney's fees, shall be borne by OPERATOR. In the event of any litigation relating to OPERATOR's use of the Proprietary Marks, OPERATOR shall execute any and all documents and do such acts as may, in the opinion of BEN & JERRY'S, be necessary to carry out such defense or prosecution, including becoming a nominal party to any legal action. Except to the extent that such litigation is the result of OPERATOR's use of the Proprietary Marks in a manner inconsistent with the terms of this Agreement, BEN & JERRY'S agrees to reimburse OPERATOR for its out-of-pocket costs in doing such acts.

8.4 OPERATOR expressly understands and acknowledges that:

8.4.1 TM Affiliate is the owner of all right, title, and interest in and to the Proprietary Marks and the goodwill associated with and symbolized by them, and that BEN & JERRY'S and TM Affiliate have the right to use, and license others to use, the Proprietary Marks;

8.4.2 During the term of this Agreement and after its expiration or termination, OPERATOR shall not directly or indirectly contest the validity of, or TM Affiliate's ownership of, or right to use and to license others to use, the Proprietary Marks;

8.4.3 OPERATOR's use of the Proprietary Marks does not give OPERATOR any ownership interest or other interest in or to the Proprietary Marks;

8.4.4 Any and all goodwill arising from OPERATOR's use of the Proprietary Marks shall inure solely and exclusively to the benefit of BEN & JERRY'S, and upon expiration or termination of this Agreement, no monetary amount shall be assigned as attributable to any goodwill associated with OPERATOR's use of the System or the Proprietary Marks;

8.4.5 Subject to the provisions of Section 1.4 hereof, the license of the Proprietary Marks granted hereunder to OPERATOR is nonexclusive, and BEN & JERRY'S thus has and retains the rights, among others: (a) to use the Proprietary Marks itself in connection with selling the Products; (b) to grant other licenses for the Proprietary Marks; and (c) to develop and establish other systems using the Proprietary Marks, similar proprietary marks, or any other proprietary marks, and to grant licenses thereto without providing any rights therein to OPERATOR; and

8.4.6 BEN & JERRY'S reserves the right to substitute different proprietary marks for use in identifying the System and the businesses operating under it.

9. OPERATING MANUAL

9.1 In order to protect the reputation and goodwill of BEN & JERRY'S and to maintain high standards of operation under the System, OPERATOR shall operate the Scoop Shop in accordance with the standards, methods, policies, guidelines and procedures specified in the Manual, some of which may be mandatory and others of which may be suggestions. BEN &

JERRY'S shall provide OPERATOR with access to the Manual, via electronic access (through the B&J Extranet), for the term of this Agreement upon completion by OPERATOR and OPERATOR's manager of Scoop U Training. The Manual may be set forth in several volumes, including such amendments thereto, as BEN & JERRY'S may electronically publish from time to time. Additionally, OPERATOR acknowledges and agrees that BEN & JERRY'S may provide a portion or all (including updates and amendments) of the Manual, and other instructional information and materials in, or via, electronic media, including through the use of computer disks, the Internet or the B&J Extranet.

9.2 OPERATOR shall treat the Manual, any other materials created for or approved for use in the operation of the Scoop Shop, and the information contained therein, as confidential, and shall maintain such information (in electronic format) as proprietary and confidential. OPERATOR shall not download, copy, duplicate, record, or otherwise reproduce the foregoing materials, in whole or in part, or otherwise make the same available to any unauthorized person.

9.3 The Manual shall remain the sole property of BEN & JERRY'S and shall be accessible only from a secure place on the Premises, and shall only be accessed electronically.

9.4 BEN & JERRY'S may from time to time revise the contents of the Manual, and OPERATOR expressly agrees to comply with each new or changed provision of the Manual.

9.5 OPERATOR shall ensure the version of the Manual referred to in the Scoop Shop is the most current version. In the event of any dispute as to the contents of the Manual, the terms of the master version, maintained by the home office of BEN & JERRY'S, shall be controlling.

10. CONFIDENTIAL INFORMATION

10.1 OPERATOR agrees to use and permit the use of confidential information (as defined below) solely in connection with the operation of the Scoop Shop. OPERATOR shall not, during the term of this Agreement or thereafter, nor shall OPERATOR permit any employee, agent or affiliate to, communicate, divulge, or use for the benefit of OPERATOR (except in connection with operating the Scoop Shop), or any employee, agent or affiliate of OPERATOR, or any other person or entity, any confidential information, knowledge, or know-how concerning BEN & JERRY'S and/or the marketing, management or operations of the Scoop Shop that may be communicated to OPERATOR or of which OPERATOR may be apprised by virtue of OPERATOR's operation under the terms of this Agreement. OPERATOR shall divulge such confidential information only to such of its employees as must have access to it in order to operate the Scoop Shop. For purposes of this Agreement, "**confidential information**" means: (i) any and all information, knowledge, or know-how relating to BEN & JERRY'S and the System which may be communicated to OPERATOR, whether communicated in writing, orally, electronically, by inspection, or by sample, exhibit, training, demonstration, or other means; and (ii) all Manual, information, and materials received by OPERATOR from BEN & JERRY'S; provided, however, it shall not include information which OPERATOR can demonstrate came to its attention prior to disclosure thereof by BEN & JERRY'S, or which, at or after the time of disclosure by BEN & JERRY'S to OPERATOR, had become or later becomes

part of the public domain through publication or communication by others. Confidential information may include information relating to the development and operation of the System, including new products that may be in the testing stage; proprietary information regarding the Ben & Jerry's Products and the preparation of the Ben & Jerry's Products; advertising and marketing plans and materials for the System; information concerning the marketing, management and operation of scoop shops under the System; information concerning BEN & JERRY'S; electronic communications posted on the B&J Extranet; electronic mail distribution lists; and the Manual. The foregoing list of confidential information is illustrative only and does not necessarily include all matters considered confidential by BEN & JERRY'S.

10.2 At BEN & JERRY'S request, OPERATOR shall require its manager and any personnel having access to any confidential information of BEN & JERRY'S to execute covenants that they will maintain the confidentiality of information they receive in connection with their employment by OPERATOR at the Scoop Shop. Such covenants shall be in a form satisfactory to BEN & JERRY'S, including specific identification of BEN & JERRY'S as a third-party beneficiary of such covenants with the independent right to enforce them.

11. ACCOUNTING, RECORDS AND AUDIT RIGHTS

11.1 OPERATOR agrees to employ sound financial management and planning practices in connection with the Scoop Shop and the business operated hereunder. OPERATOR shall record all sales on a computer-based, point-of-sale record keeping and control system designated by BEN & JERRY'S, or on any other equipment or communication system specified by BEN & JERRY'S in the Manual or otherwise in writing. OPERATOR shall prepare, and shall preserve for at least five (5) years from the dates of their preparation, complete and accurate books, records, and accounts in accordance with generally accepted accounting principles recognized in the United States as consistently applied ("**Generally Accepted Accounting Principles**" or "**GAAP**") and in the form and manner prescribed by BEN & JERRY'S from time to time in the Manual or otherwise in writing, including daily cash reports, cash receipts journal and general ledger, cash disbursements journal and weekly payroll register, monthly bank statements, and daily deposit slips and canceled checks, all business tax returns, suppliers invoices (paid and unpaid), dated cash register tapes (detailed and summary), semi-annual balance sheets and monthly profit and loss statements, weekly inventories, records of promotion and coupon redemptions, and such other records and information as BEN & JERRY'S may from time to time request, all of which shall accurately reflect the operations and condition of the Scoop Shop. The reporting requirements of this Section 11 shall be in addition to, and not in lieu of, the electronic reporting required under Section 7.11.2.

11.2 All Gross Sales, sales tax, and charges collected on behalf of third parties shall be recorded by OPERATOR in accordance with the procedures prescribed by BEN & JERRY'S in the Manual or otherwise in writing, and on such point-of-sale record-keeping and control system as BEN & JERRY'S may specify pursuant to Section 7 hereof.

11.3 OPERATOR shall, at OPERATOR's expense, submit to BEN & JERRY'S in the form prescribed by BEN & JERRY'S, the following reports, financial statements, and other data:

11.3.1 No later than the fifteenth (15th) day of each month, or such other time as may correspond to the required payment periods as set forth in Section 4.5, OPERATOR shall submit to BEN & JERRY'S a royalty report, a marketing report, and Gross Sales report for the prior month, and such other information as BEN & JERRY'S specifies, all in the form prescribed by BEN & JERRY'S;

11.3.2 No later than the sixtieth (60th) day of the end of each calendar year, OPERATOR shall submit an annual profit and loss statement reflecting all Gross Sales during the preceding calendar year and such other information as BEN & JERRY'S may specify for the preceding calendar year. OPERATOR shall prepare profit and loss statements on an accrual basis and in accordance with GAAP; and

11.3.3 Other forms, statements, reports, records, information, and data as BEN & JERRY'S may designate.

11.4 BEN & JERRY'S and its agents shall have the right at all reasonable times during the term of this Agreement, and for up to two (2) years thereafter, to examine and copy, at the expense of BEN & JERRY'S, the books, records, accounts, Customer Lists and/or business tax returns of OPERATOR. BEN & JERRY'S shall also have the right, at any time, to have an independent audit made of the books of OPERATOR. If an inspection should reveal that any contributions or payments have been understated in any statement or report to BEN & JERRY'S, then OPERATOR shall immediately pay to BEN & JERRY'S the amount understated upon demand, in addition to interest from the date such amount was due until paid, at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less. If an inspection discloses an understatement in any statement or report of three percent (3%) or more, OPERATOR shall, in addition to repayment of monies owed with interest, reimburse BEN & JERRY'S for any and all costs and expenses connected with the inspection (including travel, lodging and wages expenses, and reasonable accounting and legal costs). The foregoing remedies shall be in addition to any other remedies BEN & JERRY'S may have.

11.5 All data provided by OPERATOR to BEN & JERRY'S, uploaded to BEN & JERRY'S Computer System from OPERATOR'S Computer System and/or downloaded from OPERATOR'S Computer System to BEN & JERRY'S Computer System, including Customer Lists, is and will be owned exclusively by BEN & JERRY'S, and BEN & JERRY'S shall have the right to use such data in any business related manner without compensation to OPERATOR, provided that BEN & JERRY'S shall use reasonable efforts to avoid public dissemination of any confidential financial information in a manner that would identify OPERATOR as the source of such information. BEN & JERRY'S also has the right to share such data and other information with third parties, including consultants and existing and potential operators.

11.6 In addition to the data required to be submitted to BEN & JERRY'S by this Section 11, OPERATOR must provide BEN & JERRY'S with the information that BEN & JERRY'S reasonably requires concerning OPERATOR'S compliance with BEN & JERRY'S data and cybersecurity requirements.

12. MARKETING AND PROMOTION

Recognizing the value of marketing and promotion, and the importance of the standardization of marketing and promotion programs to the furtherance of the goodwill and public image of the System, OPERATOR and BEN & JERRY'S agree as follows:

12.1 BEN & JERRY'S reserves the right to require that OPERATOR, during each month, expend or contribute on advertising and promotion an amount, which, in the aggregate, is equal to four percent (4%) of OPERATOR's Gross Sales during the preceding month to advertise and to promote the Scoop Shop (together, the "**Advertising Obligation**"). The Advertising Obligation shall be in the form of the following, and in such proportions as may be designated by BEN & JERRY'S in writing from time to time: (i) contributions paid to the Fund, pursuant to Section 12.2 below, (ii) expenditures by OPERATOR on "local advertising and promotion" pursuant to Section 12.3, and/or (iii) contributions paid to any Cooperative, as may be established pursuant to Section 12.3.4 below. As of the Effective Date and until written notice from BEN & JERRY'S, the allocation shall be as follows: two percent (2%) of Gross Sales shall be contributed by OPERATOR to the Fund, and two percent (2%) of Gross Sales shall be spent by OPERATOR on local advertising and promotion. OPERATOR understands and acknowledges the Advertising Obligation is the minimum requirement only, and that OPERATOR may, and is encouraged to, expend additional funds for marketing and promotion.

12.2 BEN & JERRY'S has established a marketing fund for the system (the "**Fund**"). During the existence of the Fund, OPERATOR shall contribute to the Fund in the manner specified in Section 4.5, such amounts as BEN & JERRY'S may specify in accordance with Section 12.1 above. The Fund shall be maintained and administered by BEN & JERRY'S as follows:

12.2.1 BEN & JERRY'S shall have the right to direct all marketing programs, and to determine the concepts, materials, and media used in such programs and the placement and allocation thereof. BEN & JERRY'S is not obligated, in administering the Fund, to make expenditures for OPERATOR which are equivalent or proportionate to OPERATOR's contribution, or to ensure that any particular OPERATOR benefits directly or pro rata from expenditures by the Fund. Contributions to the Fund are not held by BEN & JERRY'S in trust and BEN & JERRY'S does not have any fiduciary obligation to OPERATOR with respect to contributions to the Fund. Contributions to the Fund are not refundable to OPERATOR and, once received by BEN & JERRY'S, will be used in accordance with this Section 12.2;

12.2.2 The Fund, all contributions thereto, and any earnings thereon, shall be used to meet any and all costs of maintaining, administering, directing, conducting, and preparing marketing, advertising, public relations, and/or promotional programs and materials, and any other activities including socially responsible activities consistent with BEN & JERRY's social mission, including, among other things, the costs of preparing and conducting media marketing campaigns (including Social Media) and developing, promoting and marketing the names of ice cream flavors to make political and other social statements; direct mail advertising; marketing surveys and other public relations activities; employing advertising and/or public relations agencies to assist therein; sponsorship of organizations and events, including athletic teams, fund raising activities, tournaments and other similar activities; purchasing promotional

items; conducting and administering in-store promotions; and providing promotional and other marketing materials and services to the Shops operating under the System;

12.2.3 OPERATOR shall contribute to the Fund by separate payment made payable (or as otherwise directed for payment) to BEN & JERRY'S. All sums paid by OPERATOR to the Fund shall be accounted for separately and shall not be used to defray any of the expenses of BEN & JERRY'S, except for such costs and overhead, if any, as BEN & JERRY'S may incur in activities related to the management, direction and implementation of the Fund and marketing programs for operators and the System, including costs of personnel for creating and implementing marketing, advertising, and promotional programs. BEN & JERRY'S shall maintain separate bookkeeping accounts for the Fund;

12.2.4 BEN & JERRY'S, upon OPERATOR's reasonable written request, shall provide OPERATOR with an annual accounting of Fund receipts and disbursements; and

12.2.5 BEN & JERRY'S reserves the right, in its sole discretion, to discontinue the Fund upon written notice to OPERATOR.

12.3 With respect to "local advertising and promotion" for the Scoop Shop, OPERATOR shall comply with the following:

12.3.1 OPERATOR shall spend such amounts as BEN & JERRY'S may specify in accordance with Section 12.1 above and 12.4 below for the Grand Opening. For any month in which OPERATOR is required to make expenditures on local advertising and promotion, OPERATOR shall submit to BEN & JERRY'S, in accordance with the procedures set forth in Section 4.5 above or as otherwise specified by BEN & JERRY'S, detailed reports describing the amount of money expended on advertising, marketing and promotion during the previous month (or other time period specified by BEN & JERRY'S). Additionally, at the request of BEN & JERRY'S or as BEN & JERRY'S may specify in the Manual or otherwise in writing, OPERATOR shall submit bills, statements, invoices, or other documentation satisfactory to BEN & JERRY'S to evidence OPERATOR's advertising or marketing activities;

12.3.2 As used in this Agreement, the term "**local advertising and promotion**" shall refer to advertising and promotion related directly to the Scoop Shop, and shall, unless otherwise specified, consist only of the direct costs of purchasing advertising materials (including camera-ready advertising and point of sale materials), media (space or time), promotion, direct out-of-pocket expenses related to costs of advertising and sales promotion (including advertising agency fees and expenses, cash and "in-kind" promotional payments to landlords, postage, shipping, telephone, and photocopying), and such other activities and expenses as BEN & JERRY'S may specify. BEN & JERRY'S may provide to OPERATOR, in the Manual or otherwise in writing information specifying the types of advertising and promotional activities and costs which shall not qualify as "local advertising and promotion," including the value of advertising coupons, and the costs of products provided for free or at a reduced charge for charities or other donations; and

12.3.3 OPERATOR is required to participate in all marketing campaigns as designated by BEN & JERRY'S, unless it requests in writing to opt out, and an authorization is granted in writing by BEN & JERRY'S.

12.3.4 BEN & JERRY'S shall have the right to designate any geographical area for purposes of establishing a market advertising fund ("**Cooperative**"). If a Cooperative is established for the geographic area in which the Scoop Shop is located, OPERATOR shall become a member of such Cooperative within thirty (30) days after the date on which the Cooperative commences operation. OPERATOR shall not be required to be a member of more than one (1) Cooperative, except to the extent that OPERATOR owns multiple Scoop Shops located in different geographic markets. Each Cooperative shall be organized and governed in a form and manner prescribed or approved by BEN & JERRY'S in writing. Any disputes arising among or between OPERATOR, other franchisees in the Cooperative, and/or the Cooperative, shall be resolved in accordance with the rules and procedures set forth in the Cooperative's governing documents. OPERATOR's contributions to a Cooperative shall be credited towards satisfaction of the obligation for expenditures for local advertising and promotional activities as BEN & JERRY'S may require pursuant to Section 12.1 above, but shall not be credited towards required contributions to the Fund. OPERATOR shall submit to the Cooperative the amount required of OPERATOR under this Agreement at such times as determined by BEN & JERRY'S, together with such other statements or reports as may be required by BEN & JERRY'S, or by the Cooperative with BEN & JERRY'S prior written approval.

12.4 In addition to the Advertising Obligations, OPERATOR shall conduct, at its own expense, a grand opening event and related promotional activities and marketing (the "**Grand Opening**") in accordance with the Grand Opening program set forth in the Manual or otherwise in writing, provided that BEN & JERRY'S shall not require OPERATOR to expend more than Three Thousand Dollars ($3,000) on the Grand Opening. OPERATOR shall complete the Grand Opening within ninety (90) days after the Scoop Shop commences operation. OPERATOR acknowledges and agrees that the Grand Opening shall be considered local advertising and promotion, subject to Section 12.3 above. OPERATOR may credit toward its required expenditures for the Grand Opening: OPERATOR's costs, including fees paid to third party service providers to implement and use such public relations templates as BEN & JERRY'S may provide; OPERATOR's costs, including fees paid to third party service providers to provide entertainment at the Scoop Shop's grand opening event; OPERATOR's costs for the Products that OPERATOR sells at a discount, or gives away, to customers at the Scoop Shop during the grand opening event; and OPERATOR's costs to conduct such other activities as BEN & JERRY'S specifies in the Manual or otherwise in writing; provided that such activities are conducted in accordance with BEN & JERRY'S specifications, standards, and policies. OPERATOR shall, upon BEN & JERRY'S request, provide BEN & JERRY'S with documentation outlining the schedule for the Grand Opening and evidencing the associated costs and expenses that OPERATOR incurred.

12.5 All marketing and promotion to be used by OPERATOR, the Fund or a Cooperative shall be in such media and manner, and of such type and format, as BEN & JERRY'S may approve, shall be conducted in a dignified manner, and shall conform to such standards and requirements as BEN & JERRY'S may specify. OPERATOR shall not use any marketing or promotional plans or materials that are not provided by BEN & JERRY'S unless

and until OPERATOR has submitted the materials to BEN & JERRY'S, pursuant to the procedures and terms set forth in Section 12.7 herein.

12.6 BEN & JERRY'S shall make available to OPERATOR from time to time, marketing plans and promotional materials, including newspaper mats, coupons, merchandising materials, sales aids, point-of-purchase materials, special promotions, direct mail materials, and similar marketing and promotional materials produced from contributions to the Fund; provided that OPERATOR acknowledges and agrees that BEN & JERRY'S has the right to withhold any such materials from OPERATOR during any period in which OPERATOR is in not in full compliance with its obligations to contribute to the Fund or in which BEN & JERRY'S does not require contributions from OPERATOR.

12.7 If OPERATOR desires to use marketing and promotional plans and materials that have not been provided or previously approved by BEN & JERRY'S, OPERATOR shall submit samples of all such marketing and promotional plans and materials to BEN & JERRY'S (as provided in Section 12.5 herein) for prior approval (except with respect to prices to be charged). If written notice of disapproval is not received by OPERATOR from BEN & JERRY'S within ten (10) business days of the date of receipt by BEN & JERRY'S of such samples or materials, BEN & JERRY'S shall be deemed to have approved them.

12.8 OPERATOR specifically acknowledges and agrees that any Webpage (as defined below) shall be deemed "advertising" under this Agreement, and will be subject to (among other things) BEN & JERRY'S approval under the provisions of Section 12.5 above. As used in this Agreement, the term "**Website**" means an interactive electronic document, series of symbols, or otherwise, that is contained in a network of computers linked by communications software. The term Website includes the Internet and World Wide Web home pages. As used in this Agreement, the term "**Webpage**" means a standardized page for a Scoop Shop, in a form that BEN & JERRY'S provides to OPERATOR, the content of which may appear on the BEN & JERRY'S Website, subject to BEN & JERRY'S approval. In connection with any Website or Webpage, OPERATOR agrees to the following:

12.8.1 BEN & JERRY'S shall have the right, but not the obligation, to establish and maintain a Website, which may, without limitation, promote the Proprietary Marks, any or all of the Products, Shops, the franchising of Shops, and/or the System. BEN & JERRY'S shall have the sole right to control all aspects of the Website, including, without limitation, its design, content, functionality, links to the Websites of third parties, legal notices, contents of Webpages, and policies and terms of usage. BEN & JERRY'S shall also have the right to discontinue operation of the BEN & JERRY'S Website;

12.8.2 OPERATOR shall not establish a separate Website or register any domain name that displays or uses the Proprietary Marks or any marks confusingly similar thereto, or that refers to this Agreement, the Products, BEN & JERRY'S or the System. If OPERATOR registers any domain name in violation of this subsection, in addition to all other rights and remedies of BEN & JERRY'S under this Agreement, BEN & JERRY'S shall have the right, but not the obligation, to require OPERATOR to transfer any such registration(s) to BEN & JERRY'S or its designee, at OPERATOR's expense;

12.8.3 BEN & JERRY'S shall have the right, but not the obligation, to designate one or more Webpage(s) to describe OPERATOR and/or the Scoop Shop, with such Webpage(s) to be located within BEN & JERRY'S Website. OPERATOR shall comply with BEN & JERRY'S policies with respect to the creation, maintenance and content of any such Webpages; and BEN & JERRY'S shall have the right to refuse to post and/or discontinue posting any content and/or the operation of any Webpage; and

12.8.4 BEN & JERRY'S shall have the right to modify its policies and requirements regarding Websites and Webpages as BEN & JERRY'S may determine is necessary or appropriate.

12.9 OPERATOR acknowledges and agrees that any and all copyrights in and to advertising and promotional materials developed by or on behalf of OPERATOR which bear the Proprietary Marks shall be the sole property of BEN & JERRY'S, and OPERATOR agrees to execute such documents (and, if necessary, require its independent contractors to execute such documents) as may be deemed necessary by BEN & JERRY'S to give effect to this provision. Any advertising, marketing, promotional, public relations, or sales concepts, plans, programs, activities, or materials proposed or developed by OPERATOR for the Scoop Shop or the System and approved by BEN & JERRY'S may be used by BEN & JERRY'S and other operators under the System of BEN & JERRY'S without any compensation to OPERATOR.

13. INSURANCE

13.1 OPERATOR shall procure, prior to the commencement of construction or any operations under this Agreement, and shall maintain in full force and effect at all times during the term of this Agreement, at OPERATOR's expense, an insurance policy or policies protecting OPERATOR, and BEN & JERRY'S against any demand or claim with respect to personal injury, death, or property damage, or any loss, liability, or expense whatsoever arising or occurring upon or in connection with the Scoop Shop, including comprehensive general liability insurance, property and casualty insurance, statutory workers' compensation insurance, and product liability insurance. Such policy or policies shall reflect industry standards, shall be written by a responsible carrier or carriers acceptable to BEN & JERRY'S, shall name BEN & JERRY'S and its affiliates as additional insureds, and shall provide at least the types and minimum amounts of coverage as are specified in the Manual, or as otherwise prescribed by BEN & JERRY'S in writing, as such may be modified by BEN & JERRY'S from time to time.

13.2 OPERATOR's obligation to obtain and maintain the policy or policies in the amounts specified in the Manual or otherwise in writing shall not be limited in any way by reason of any insurance which may be maintained by BEN & JERRY'S, nor shall OPERATOR's performance of that obligation relieve it of liability under the indemnity provisions set forth in Section 20.3 of this Agreement.

13.3 Prior to the commencement of any operations under this Agreement, and thereafter on an annual basis, OPERATOR shall deliver to BEN & JERRY'S Certificates of Insurance evidencing the proper types and minimum amounts of coverage. OPERATOR shall also maintain Certificates of Insurance evidencing the proper types and minimum amounts of coverage at the Scoop Shop. All Certificates shall expressly provide that no less than thirty (30)

days' prior written notice shall be given to BEN & JERRY'S in the event of material alteration to or cancellation of the coverages evidenced by such Certificates.

13.4 Should OPERATOR, for any reason, fail to procure or maintain the insurance required by this Agreement, as such requirements may be revised from time to time by BEN & JERRY'S in the Manual or otherwise in writing, BEN & JERRY'S shall have the right and authority (but not the obligation) to procure such insurance and to charge the same to OPERATOR, which charges, together with a reasonable fee for the expenses of BEN & JERRY'S in so acting, shall be payable by OPERATOR immediately upon notice. The foregoing remedies shall be in addition to any other remedies BEN & JERRY'S may have.

14. TRANSFER OF INTEREST

14.1 BEN & JERRY'S shall have the right to transfer or assign this Agreement and all or any part of its rights or obligations herein to any person or legal entity, and any designated assignee of BEN & JERRY'S shall become solely responsible for all transferred or assigned obligations of BEN & JERRY'S under this Agreement from the date of such transfer or assignment.

14.2 OPERATOR understands and acknowledges that BEN & JERRY'S has granted this franchise in reliance on OPERATOR's (or, if OPERATOR is a corporation, partnership or limited liability company, its principals') business skill, financial capacity, and personal character. Accordingly, neither OPERATOR, nor any individual, partnership, corporation, limited liability company, or other legal entity which directly or indirectly owns any interest in OPERATOR or in the Scoop Shop shall sell, assign, transfer, convey, pledge, encumber, merge, or give (collectively, "**transfer**") away any direct or indirect interest in OPERATOR (including any direct or indirect interest in a corporate or partnership OPERATOR) in the Scoop Shop, or in all or substantially all of the assets of the Scoop Shop or the business franchised hereunder, without the prior written consent of BEN & JERRY'S.

14.3 OPERATOR shall notify BEN & JERRY'S in writing of any proposed transfer of any direct or indirect interest in this Agreement, in OPERATOR, in the Scoop Shop, or in all or substantially all of the assets of the Scoop Shop at least forty-five (45) days before such transfer is proposed to take place. BEN & JERRY'S will review the proposed transfer in connection with BEN & JERRY'S rights under Section 14.6 below and/or to determine whether the proposed terms and transferee(s) meets BEN & JERRY'S standards. OPERATOR authorizes BEN & JERRY'S to communicate with the transferee for the purpose of providing to the transferee any information BEN & JERRY'S deems appropriate. For any proposed transfer, BEN & JERRY'S has the right to require certain conditions for its approval, which may include the following:

14.3.1 That OPERATOR and its affiliates shall not have any past due monetary obligations or other outstanding obligations to BEN & JERRY'S and its affiliates (under this Agreement or any other Franchise Agreement, or other agreement, with BEN & JERRY'S and its affiliates), the approved suppliers of the System, or the lessor (or sublessor) of the Premises (or any premises at which another Scoop Shop owned or operated by OPERATOR and its affiliates is located);

14.3.2 That OPERATOR and its affiliates shall not be in default of any provision of this Agreement (including the submission of all reports, current to the date of transfer, required by Section 11.3.2), or successor hereto, or any other agreement between OPERATOR and its affiliates and BEN & JERRY'S or its affiliates, the approved suppliers of the System, or the lessor of the Premises; and OPERATOR and its affiliates shall have substantially complied with all the terms and conditions of such agreements during the terms thereof;

14.3.3 That OPERATOR, any Owner, any franchisee or developer of BEN & JERRY'S in which OPERATOR and/or any Owner has a beneficial interest, shall execute a general release, in a form prescribed by BEN & JERRY'S, of any and all claims against BEN & JERRY'S and its affiliates, and their respective officers, directors, agents, and employees;

14.3.4 That any assignment agreement executed by the transferor and transferee shall be in a form designated by BEN & JERRY'S. The transferee of any owner of a beneficial interest in OPERATOR shall enter into a written agreement, in a form designated by BEN & JERRY'S, agreeing to be bound as an owner under the terms of this Agreement as long as such person or entity owns any interest in OPERATOR. If the transferee is other than an individual, the owners of a beneficial interest in the transferee as BEN & JERRY'S may require, shall guarantee the performance of the transferee's obligations in writing in a form designated by BEN & JERRY'S. Additionally, at the option of BEN & JERRY'S, OPERATOR shall execute, for a term ending on the expiration date of this Agreement, the form of franchise agreement then being offered to new System franchisees (for the type of Ben & Jerry's Shop most similar to the Scoop Shop), and such other ancillary agreements required by BEN & JERRY'S for the business franchised hereunder, which agreements shall supersede this Agreement and its ancillary documents in all respects, and the terms of which may differ from the terms of this Agreement, including a higher royalty and advertising fee, provided, however, that OPERATOR shall not have to pay an initial franchise fee;

14.3.5 That the transferee demonstrate to BEN & JERRY'S satisfaction that the terms of the proposed transfer do not place an unreasonable financial or operational burden on the transferee, and that the transferee (or, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as BEN & JERRY'S may require) meets the then-current educational, managerial, socially responsible, and business standards of BEN & JERRY'S (including a demonstration of competence with respect to computer applications, verbal and written language skills, mathematical applications and ability to prepare a business plan); possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to operate the Scoop Shop (as may be evidenced by prior related business experience or otherwise) and absence of conflicting interests; and has adequate financial resources and capital to operate the Scoop Shop. If the transferee is already an OPERATOR under the System, transferee must also meet the current standards for new operators; have the ability to operate multiple Scoop Shops; have existing Scoop Shops that are proximate to the Scoop Shop that is being transferred; own less than eight percent (8%) of the franchised Shops operating under the System; and have a record of customer service and compliance with System standards satisfactory to BEN & JERRY'S. Additionally, if the transferee is an existing operator, and the Scoop Shop to be acquired by the transferee is further than a two-hour drive from the transferee's existing Shop, then the transferee shall be required to have a person who holds a minimum of

twenty percent (20%) beneficial interest in the transferee entity act as the full time manager for the Scoop Shop being transferred under this Agreement;

14.3.6 If the Scoop Shop has not been refurbished pursuant to Section 7.17 within five (5) years of the proposed transfer, that the transferee shall, at its expense and in a manner satisfactory to BEN & JERRY'S, refurbish, renovate, and/or reconstruct the Scoop Shop, and expend such funds as BEN & JERRY'S requires in doing so, to conform to the building design, trade dress, color schemes, and presentation of the Proprietary Marks to the image then in effect for new or the most recently remodeled Scoop Shops including structural changes, remodeling, redecoration, and modifications to existing improvements;

14.3.7 That OPERATOR remain liable for all of the obligations to BEN & JERRY'S in connection with the Scoop Shop which arose prior to the effective date of the transfer and execute any and all instruments required by BEN & JERRY'S to evidence such continuing liability;

14.3.8 That the transferee (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as BEN & JERRY'S may require), and the transferee's manager (if transferee or an owner of a beneficial interest in transferee will not manage the Scoop Shop), successfully complete any training programs then in effect for operators and managers upon such terms and conditions as BEN & JERRY'S may require. BEN & JERRY'S will not require payment of an initial training fee to attend Scoop U for up to three (3) operators and managers of the transferee who complete training within the first six (6) months after the transfer takes place;

14.3.9 That OPERATOR pay to BEN & JERRY'S a transfer fee in an amount of seven thousand dollars ($7,000). In the case of a transfer to a corporation formed by OPERATOR for the convenience of ownership, however, the transfer fee for such transfer shall be reduced to three thousand dollars ($3,000);

14.3.10 That OPERATOR and the transferee satisfy all of the conditions (including the conditions in this Section) for BEN & JERRY'S consent to the transfer and consummate the transfer within thirty (30) days of the date on which the transferee completes the training requirements described in Section 14.3.8 hereof; and

14.3.11 That transferor(s) shall agree in writing to comply with the covenants set forth in Section 17 below.

14.4 For any transfer not included in Section 14.3, each transferee shall, in addition to the requirement of obtaining BEN & JERRY'S consent as provided in Section 14.2 above, be subject to the requirements of Sections 14.3.3 and 14.3.4 (with respect to execution of personal guarantees) above.

14.5 Neither OPERATOR nor any Owner shall grant a security interest in, or otherwise encumber, any of the assets or securities of OPERATOR, including the Scoop Shop unless OPERATOR satisfies the requirements of BEN & JERRY'S. Such requirements may include execution of an agreement by the secured party in which it acknowledges the creditor's obligations under this Section 14, and agrees that in the event of any default by OPERATOR

under any documents related to the security interest, BEN & JERRY'S shall have the right and option (but not the obligation) to be substituted as obligor to the secured party and to cure any default of OPERATOR, and, in the event BEN & JERRY'S exercises such option, any acceleration of indebtedness due to OPERATOR's default shall be void.

14.6 If any party holding any direct or indirect interest in this Agreement, in OPERATOR, in the Scoop Shop, or in all or substantially all of the assets of the Scoop Shop desires to accept any *bona fide* offer from a third party to purchase such interest, OPERATOR shall notify BEN & JERRY'S as provided in Section 14.3 hereof, and shall provide such information and documentation relating to the offer as BEN & JERRY'S may require (e.g. term sheet, letter of intent, proposed asset purchase agreement). BEN & JERRY'S shall have the right and option, exercisable within thirty (30) days after receipt of the written transfer request and the required information and documentation related to the offer (including any information that BEN & JERRY'S may require to supplement or clarify information provided to BEN & JERRY'S with the written transfer request), to send written notice to the seller that BEN & JERRY'S intends to purchase the seller's interest on the same terms and conditions offered by the third party; provided, however, a spouse, domestic partner, parent or child of the seller shall not be considered a third party for purposes of this Section 14.6. If BEN & JERRY'S elects to purchase the seller's interest, closing on such purchase shall occur within forty-five (45) days from the date of notice to the seller of the election to purchase by BEN & JERRY'S, or, if longer, on the same timetable as contained in the *bona fide* offer. If BEN & JERRY'S elects not to purchase the seller's interest, any material change thereafter in the terms of the offer from the third party or by OPERATOR, or a change in the identity of the third party shall constitute a new offer subject to the same rights of first refusal by BEN & JERRY'S as in the case of the third party's initial offer. Failure of BEN & JERRY'S to exercise the option afforded by this Section 14.6 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section 14, with respect to a proposed transfer.

14.7 Upon the death or incapacity of any person with an interest in this Agreement, in OPERATOR, in the Scoop Shop, or in all or substantially all of the assets of the Scoop Shop, the executor, administrator, or personal representative of such person shall transfer such interest to a third party approved by BEN & JERRY'S within three (3) months after such death or incapacity. Such transfers, including transfers by devise or inheritance, shall be subject to the same conditions as any *inter vivos* transfer except no transfer fee will be required. In the case of transfer by devise or inheritance, if the heirs or beneficiaries of any such person are unable to meet the conditions in this Section 14, the executor, administrator, or personal representative of the decedent shall transfer the decedent's interest to another party approved by BEN & JERRY'S within a reasonable time, which disposition shall be subject to all the terms and conditions for transfers contained in this Agreement. If the interest is not disposed of within a reasonable time (not to exceed six (6) months from such death or incapacity), BEN & JERRY'S may terminate this Agreement, pursuant to Section 15.4 hereof.

14.8 The consent of BEN & JERRY'S to any transfer pursuant to this Section 14 shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be a waiver of the right of BEN & JERRY'S to demand exact compliance with any of the terms of this Agreement by the transferor or transferee.

14.9 All materials required for any offering of securities or partnership interests in OPERATOR by federal or state law shall be submitted to BEN & JERRY'S by the offeror for review prior to filing with any government agency; and any materials to be used in any exempt or other similar offering (including, without limitation, any "crowdfunding" or "crowdsourcing" offering) shall be submitted to BEN & JERRY'S for review prior to their use. No offering shall imply, by use of the Proprietary Marks or otherwise, that BEN & JERRY'S is participating in an underwriting, issuance, or offering of securities of either OPERATOR or BEN & JERRY'S; and review by BEN & JERRY'S of any offering shall be limited solely to the subject of the relationship between OPERATOR and BEN & JERRY'S. At its option, BEN & JERRY'S may require the offering materials to contain written statements or disclaimers prescribed by BEN & JERRY'S including any limitations stated above in this paragraph. OPERATOR and the other participants in the offering must fully indemnify BEN & JERRY'S in connection with the offering. For each proposed offering, OPERATOR shall reimburse BEN & JERRY'S for its actual costs and expenses associated with reviewing the proposed offering materials, including legal and accounting fees. OPERATOR shall give BEN & JERRY'S written notice at least sixty (60) days prior to the date of commencement of any offering or other transaction covered by this Section 14.9. Any such offering shall be subject to prior written consent of BEN & JERRY'S and right of first refusal as provided in Sections 14.2 and 14.6, respectively, hereof.

14.10 If OPERATOR is a corporation, partnership or limited liability company: (1) an original shareholder, partner or member approved by BEN & JERRY'S must at all times during the Term of this Agreement have a controlling interest in OPERATOR; and (2) OPERATOR shall require each shareholder, partner or member (as the case may be) holding an interest in OPERATOR to execute a covenant with BEN & JERRY'S agreeing not to transfer any interest in OPERATOR in violation of the terms of this Agreement.

14.11 If OPERATOR or any person holding any interest (direct or indirect) in OPERATOR becomes a debtor in a proceeding under the U.S. Bankruptcy Code or any similar law in the United States or elsewhere, it is the parties' understanding and agreement that any transfer of the ownership of OPERATOR, OPERATOR's obligations and/or rights hereunder and/or any material assets of OPERATOR, shall be subject to all of the terms of this Section 14.

14.12 Notwithstanding anything to the contrary in this Agreement, no transfer shall be made if the transferee, any of its affiliates, or the funding sources for either is a person or entity designated with whom BEN & JERRY'S, or any of its affiliates, are prohibited by law from transacting business.

15. DEFAULT AND TERMINATION

15.1 OPERATOR shall be in default under this Agreement, and all rights granted to OPERATOR herein shall automatically terminate without notice to OPERATOR, if OPERATOR shall become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by OPERATOR or such a petition is filed against and not opposed by OPERATOR; if OPERATOR is adjudicated a bankrupt or insolvent; if a bill in equity or other proceeding for the appointment of a receiver of OPERATOR or other custodian for OPERATOR's business or assets is filed and consented to by OPERATOR; if a receiver or other custodian (permanent or temporary) of OPERATOR's assets or property, or any part

thereof, is appointed by any court of competent jurisdiction; if proceedings for a composition with creditors under any state or federal law should be instituted by or against OPERATOR; if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed); if OPERATOR is dissolved; if execution is levied against OPERATOR's business or property; if suit to foreclose any lien or mortgage against the Premises or equipment is instituted against OPERATOR and not dismissed within thirty (30) days; or if the real or personal property of the Scoop Shop shall be sold after levy thereupon by any sheriff, marshal, or constable.

15.2 Upon the occurrence of any of the following events of default, or upon the breach of any of the covenants listed in Section 17 of this Agreement, BEN & JERRY'S may, at its option, terminate this Agreement and all rights granted hereunder, without affording OPERATOR any opportunity to cure the default, effective immediately upon the provision of notice to OPERATOR (in the manner provided under Section 23 hereof):

15.2.1 If OPERATOR fails to open the Scoop Shop within twelve (12) months after the Effective Date, pursuant to Section 5.6, above;

15.2.2 If OPERATOR loses the right to occupy the Premises, or acts or fails, to act, in any manner which is inconsistent with or contrary to its lease or sublease for the Premises, or in any way jeopardizes its right to renewal of such lease or sublease;

15.2.3 If OPERATOR or any of its Owners commits, is convicted of, or pleads guilty or "nolo contendere" to a felony, a crime involving moral turpitude, or any other act, crime, or offense that BEN & JERRY'S believes is injurious to the System, the Proprietary Marks, the Products, the goodwill associated therewith;

15.2.4 If a threat or danger to public health or safety results from the construction, maintenance, or operation of the Scoop Shop;

15.2.5 If OPERATOR's action or inaction, at any time, results in the loss of the right to possession of the Premises, or forfeiture of the right to do or transact business in the jurisdiction where the Scoop Shop is located;

15.2.6 If OPERATOR or other party covered by Section 14 above purports to transfer any rights or obligations under this Agreement, or any interest in OPERATOR, the Scoop Shop, or the assets of the franchised business to any third party in a manner that is contrary to the terms of Section 14 hereof;

15.2.7 If OPERATOR maintains false books or records, or knowingly submits any false statements or reports to BEN & JERRY'S;

15.2.8 If, contrary to the terms of Sections 9 or 10 hereof, OPERATOR discloses or divulges the contents of the Manual or other confidential information provided to OPERATOR by BEN & JERRY'S;

15.2.9 If OPERATOR or any of its Owners misuses or makes any unauthorized use of the Proprietary Marks or any other identifying characteristics of the System, or otherwise

operates the Scoop Shop in a manner, or engages in any other conduct (including activities and communications with customers, suppliers, landlords, other franchisees or third parties), that BEN & JERRY'S determines to be injurious or prejudicial to the reputation or goodwill associated with the System, Proprietary Marks, Ben & Jerry's Products, or the rights of BEN & JERRY'S therein;

15.2.10 If OPERATOR commits four (4) or more defaults under this Agreement in any twenty-four (24) month period, whether or not each such default has been cured after notice (this provision in no way limits Section 15.2.11 below);

15.2.11 If OPERATOR, after curing a default pursuant to Sections 15.3 or 15.4 hereof, commits the same default again, whether or not cured after notice;

15.2.12 If OPERATOR at any time ceases to operate or otherwise abandons the Scoop Shop for a period of three (3) consecutive days unless such closure is approved in writing by BEN & JERRY'S, or excused by force majeure pursuant to Section 5.6;

15.2.13 If OPERATOR fails to attend, as required under Section 7.27, two (2) consecutive national conventions;

15.2.14 If OPERATOR breaches any material provision of this Agreement which breach is not susceptible to cure; or

15.2.15 If OPERATOR, or any of its Owners or affiliates, defaults on any other Franchise Agreement, or any other agreement, with BEN & JERRY'S (or any of its affiliates), and such default is not cured within the time prescribed in such other Franchise Agreement (or other agreement).

15.3 Upon the occurrence of any of the following events of default, BEN & JERRY'S may, at its option, terminate this Agreement by giving written notice of termination (in the manner set forth under Section 23 hereof) stating the nature of the default to OPERATOR at least seven (7) days prior to the effective date of termination; provided, however, that OPERATOR may avoid termination by immediately initiating a remedy to cure such default, curing it to the satisfaction of BEN & JERRY'S, and by promptly providing proof thereof to BEN & JERRY'S within the seven (7) day period. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to OPERATOR, effective immediately upon the expiration of the seven (7) day period or such longer period as applicable law may require.

15.3.1 If OPERATOR fails, refuses, or neglects promptly to pay any monies owing to BEN & JERRY'S or its affiliates when due;

15.3.2 If OPERATOR refuses to permit BEN & JERRY'S to inspect the Premises, or the books, records, or accounts of OPERATOR upon demand;

15.3.3 If OPERATOR fails to operate the Scoop Shop during such days and hours as required by OPERATOR'S lease (or, in the event OPERATOR'S lease does not

designate minimum days and hours, such minimum days and hours as BEN & JERRY'S may specify in the Manual or otherwise in writing);

15.3.4 If OPERATOR fails, refuses, or neglects promptly to submit Certificates of Insurance to BEN & JERRY'S when due as required under Section 13; or

15.3.5 If OPERATOR fails to maintain or observe any of the health and sanitation standards and procedures prescribed by BEN & JERRY'S in this Agreement, the Manual or otherwise in writing.

15.4 Except as otherwise provided in Sections 15.1, 15.2 and 15.3 of this Agreement, upon any other default by OPERATOR, BEN & JERRY'S may terminate this Agreement by giving written notice of termination (in the manner set forth under Section 23 hereof) stating the nature of the default to OPERATOR at least thirty (30) days prior to the effective date of termination; provided, however, that OPERATOR may avoid termination by immediately initiating a remedy to cure such default, curing it to the satisfaction of BEN & JERRY'S, and by promptly providing proof thereof to BEN & JERRY'S within the thirty (30) day period. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to OPERATOR, effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require.

15.5 If OPERATOR fails to cure a default within any applicable notice period, or if this Agreement is terminated as a result of OPERATOR's default, OPERATOR shall pay to BEN & JERRY'S all damages, costs and expenses, including late fees, collection fees, interest at one and one-half percent (1.5%) per month, or the highest permissible rate, and reasonable investigation and attorney's fees incurred by BEN & JERRY'S as a result of any such default or termination. All such interest, damages, costs and expenses may be included in and form part of the judgment awarded to BEN & JERRY'S in any proceedings brought by BEN & JERRY'S against OPERATOR.

16. OBLIGATIONS UPON TERMINATION OR EXPIRATION

Upon termination or expiration of this Agreement, all rights granted hereunder to OPERATOR shall terminate, BEN & JERRY'S may establish and operate Shops in the Territory, and:

16.1 OPERATOR shall immediately cease to operate the Scoop Shop, and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former operator of BEN & JERRY'S in connection with the promotion or operation of any other business.

16.2 OPERATOR shall immediately and permanently cease to use, in any manner whatsoever, any confidential methods, procedures, and techniques associated with the System; the Proprietary Mark "Ben & Jerry's" and all other Proprietary Marks and distinctive forms, slogans, signs, symbols, and devices associated with the System. In particular, OPERATOR shall cease to use all signs, marketing materials, displays, stationery, email addresses, forms, products, and any other articles which incorporate or display the Proprietary Marks.

16.3 OPERATOR shall take such action as may be necessary to cancel any assumed name registration or equivalent registration obtained by OPERATOR which contains the mark "Ben & Jerry's" or any other Proprietary Marks, and OPERATOR shall furnish BEN & JERRY'S with evidence satisfactory to BEN & JERRY'S of compliance with this obligation within five (5) days after termination or expiration of this Agreement.

16.4 OPERATOR shall, at the option of BEN & JERRY'S, assign to BEN & JERRY'S any interest which OPERATOR has in any lease or sublease for the Premises. In the event BEN & JERRY'S does not elect to exercise its option to acquire the lease or sublease for the Premises, OPERATOR shall make such modifications or alterations to the Premises (including the changing of, and the assigning to BEN & JERRY'S of, the telephone number) immediately upon termination or expiration of this Agreement as may be necessary to distinguish the appearance of the Premises from that of Scoop Shops under the System, and shall make such specific additional changes thereto as BEN & JERRY'S may require for that purpose. In the event OPERATOR fails or refuses to comply with the requirements of this Section 16.4, BEN & JERRY'S shall have the right to enter upon the Premises, without being guilty of trespass or any other tort, for the purpose of making or causing to be made such changes as may be required, at the expense of OPERATOR, which expense OPERATOR agrees to pay upon demand. Additionally, if BEN & JERRY'S does not elect to exercise the option to acquire the lease/sublease, OPERATOR shall comply with Section 17.4.2 below regarding a Competitive Business, as defined in Section 17.3.2 of this Agreement.

16.5 OPERATOR agrees, in the event it continues to operate or subsequently begins to operate any other business, not to use any reproduction, counterfeit, copy, or colorable imitation of the Proprietary Marks, either in connection with such other business or the promotion thereof, which is likely to cause confusion, mistake, or deception, or which is likely to dilute the rights of BEN & JERRY'S in and to the Proprietary Marks. OPERATOR further agrees not to utilize any designation of origin, description, or representation (including reference to BEN & JERRY'S, the System, or the Proprietary Marks) which suggests or represents a present or former association or connection with BEN & JERRY'S, the System, or the Proprietary Marks. OPERATOR acknowledges and agrees that the unauthorized use of the Proprietary Marks, or any reproduction, counterfeit, copy, or colorable imitation of the Proprietary Marks in violation of this Section constitutes a default of this Agreement and will cause irreparable harm to BEN & JERRY'S. BEN & JERRY'S will notify OPERATOR in the event that BEN & JERRY'S determines that any of the violations as described in this Section 16.5 have occurred. Ben & JERRY'S has the exclusive right to determine what is likely to cause confusion, mistake, or deception, what is likely to dilute the rights of BEN & JERRY'S in and to the Proprietary Marks, and what suggests or represents a present or former association or connection with BEN & JERRY'S, the System, or the Proprietary Marks.

16.6 OPERATOR shall promptly pay all sums owing to BEN & JERRY'S and its affiliates, including BEN & JERRY'S' reasonable attorneys' fees, and costs in accordance with Section 15.5 above.

16.7 OPERATOR shall, at its own expense, immediately deliver to BEN & JERRY'S the Manual and all other records, correspondence, Customer Lists, and instructions containing confidential information relating to the operation of the Scoop Shop (and any copies thereof,

even if such copies were made in violation of this Agreement), all of which are acknowledged to be the property of BEN & JERRY'S.

16.8 OPERATOR shall deliver to BEN & JERRY'S, without charge, all equipment (including any and all technology hardware associated with the POS system), signs (including menu board systems) and furnishings which bear the Proprietary Marks and which BEN & JERRY'S deems to be proprietary to the System. In addition, BEN & JERRY'S shall have the option, to be exercised within thirty (30) days after termination, to purchase from OPERATOR any or all of the non-proprietary furnishings, equipment, signs, fixtures, supplies, or inventory of OPERATOR related to the operation of the Scoop Shop, at the lesser of OPERATOR's cost or fair market value. The cost for such items shall be determined based upon a five (5) year straight-line depreciation of original costs. For equipment that is five (5) or more years old, the parties agree that fair market value shall be deemed to be ten percent (10%) of the equipment's original cost. If BEN & JERRY'S elects to exercise any option to purchase herein provided, it shall have the right to set off all amounts due from OPERATOR.

16.9 OPERATOR (and Owners) shall comply with the covenants contained in Section 17 of this Agreement.

17. COVENANTS

17.1 OPERATOR covenants that, during the term of this Agreement, except as otherwise approved in writing by BEN & JERRY'S, OPERATOR (or, if OPERATOR is other than an individual, an Owner) shall devote full time and best efforts to the management and operation of the Scoop Shop. "Full time and best efforts" shall be as set forth by BEN & JERRY'S in the Manual or otherwise in writing, and shall constitute a minimum of 40 hours per week with certain additional availability to attend to issues that OPERATOR determines need to be attended to outside of normal business hours. OPERATOR will devote full time and best efforts to the management and operation of the business and must be present at the Scoop Shop for such minimum hours of each day as required by OPERATOR'S lease (or, in the event OPERATOR'S lease does not designate minimum days and hours, such minimum days and hours as BEN & JERRY'S may specify in the Manual or otherwise in writing) and also be directly responsible for (i) marketing the Scoop Shop; (ii) customer service and customer relations; (iii) complying with the operation standards, the Manual and other directives in writing; and (iv) management of the staff. OPERATOR acknowledges and agrees that the success of the Scoop Shop and the System is dependent upon the marketing, solicitation, and sale of the Products under the System. To that end, OPERATOR shall use best efforts to: (1) maximize the sale of the Products in the Territory; (2) promote the Scoop Shop; and (3) implement recommendations from BEN & JERRY'S.

17.2 OPERATOR specifically acknowledges and agrees that (a) pursuant to this Agreement, OPERATOR will receive valuable specialized training and confidential information, including information regarding the operational, sales, promotional, and marketing methods and techniques of BEN & JERRY'S and the System; (b) OPERATOR and the other individuals and entities required to comply with this Section 17 will receive an advantage through the training provided under this Agreement, the knowledge of the day-to-day operation of the Scoop Shop and access to the Manual, System and confidential information; and (c) the covenants and

restrictions in this Section 17 are (i) reasonable, appropriate and necessary to protect the System, confidential information, other franchisees operating under the System, the goodwill of the System, relationships with BEN & JERRY'S prospective and existing customers, and BEN & JERRY'S legitimate business interests; and (ii) do not cause undue hardship on OPERATOR or any of the other individuals and entities required by this Section 17 to comply with the covenants and restrictions.

17.3 OPERATOR covenants that during the term of this Agreement, except as otherwise approved in writing by BEN & JERRY'S, OPERATOR shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, affiliate, partnership, corporation, or other entity:

17.3.1 Divert or attempt to divert any present or prospective business or customer of any Scoop Shop to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with BEN & JERRY'S (or any of its affiliates), the Products, the Proprietary Marks or the System; or

17.3.2 Own, maintain, operate, engage in, be employed by, provide any assistance to, or have any more than a one percent (1%) interest in (as owner or otherwise) any business that is significantly engaged in the sale of ice cream, sorbet, frozen yogurt and/or other frozen dessert items. A business will be considered to be significantly engaged in the sale of ice cream, sorbet, frozen yogurt, and/or other frozen dessert items if twenty percent (20%) or more of its Gross Sales in any month are from ice cream, sorbet, frozen yogurt, and/or other frozen dessert items (a "**Competitive Business**"). Furthermore, OPERATOR acknowledges and agrees that OPERATOR shall be considered in default under this Agreement and that this Agreement will be subject to termination as provided in Section 15 herein, in the event that a person in the immediate family (including spouse, domestic partner, parent or child) of OPERATOR (or, if OPERATOR is other than an individual, each Owner that is subject to these covenants) engages in a Competitive Business that would violate this Section 17.3.2 if such person was subject to the covenants of this Section 17.

17.4 OPERATOR covenants that, except as otherwise approved in writing by BEN & JERRY'S, for a continuous uninterrupted period of two (2) years commencing upon the date of: (a) a transfer permitted under Section 14 of this Agreement; (b) expiration of this Agreement; (c) termination of this Agreement (regardless of the cause for termination); (d) a final order of a duly authorized arbitrator, panel of arbitrators, or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to enforcement of this Section 17.4; or (e) any or all of the foregoing:

17.4.1 OPERATOR shall not either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, affiliate, partnership, corporation or other entity, own, maintain, operate, engage in, be employed by, provide assistance to, or have any interest in (as owner or otherwise) a Competitive Business (as defined above) that is, or is intended to be, located at or within a five (5) mile radius of the Authorized Location or of any other Scoop Shop under the System; provided, however, that this provision shall not apply to the

operation by OPERATOR of any business under the System under a franchise agreement with BEN & JERRY'S; or

17.4.2 OPERATOR shall not sublease, assign, or sell OPERATOR's interest in any lease, sublease, or ownership of the Premises or assets of the Scoop Shop to an affiliate or a third party for the operation of a Competitive Business, or otherwise arrange or assist in arranging for the operation by an affiliate or a third party of a Competitive Business.

17.5 Sections 17.3.2 and 17.4 shall not apply to ownership by OPERATOR of a less than one percent (1%) beneficial interest in the outstanding equity securities of any corporation which has securities registered under the Securities Exchange Act of 1934. The parties intend to be bound by Sections 17.3.2 and 17.4. Should there be a change in the law which would render Sections 17.3.2 or 17.4 inoperative, then the parties authorize any judge to make any and all changes to ensure that the restraints for both time and geography are within the scope of the law.

17.6 OPERATOR understands and acknowledges that BEN & JERRY'S shall have the right to reduce the scope of any obligation imposed on OPERATOR by Sections 17.3 and 17.4, and that such modified provision shall be effective upon OPERATOR's receipt of written notice thereof.

17.7 OPERATOR expressly agrees that the existence of any claims it may have against BEN & JERRY'S, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by BEN & JERRY'S of the covenants in this Section 17; provided, however, any claims OPERATOR may have against BEN & JERRY'S may be brought in a separate proceeding. OPERATOR agrees to pay all costs and expenses (including reasonable attorneys' fees) incurred by BEN & JERRY'S in connection with the enforcement of this Section 17.

17.8 At the request of BEN & JERRY'S, OPERATOR shall obtain and furnish to BEN & JERRY'S executed covenants similar in substance to those set forth in this Section 17 (including covenants applicable upon the termination of a person's relationship with OPERATOR) and the provisions of Sections 10 and 16 of this Agreement (as modified to apply to an individual) from any or all of the following persons: (a) all managers of OPERATOR and any other personnel employed by OPERATOR who have received or will receive training from BEN & JERRY'S; (b) all officers, directors, and holders of a beneficial interest of one percent (1%) or more of the securities of OPERATOR, and of any corporation or limited liability company directly or indirectly controlling, controlled by, or under common control with, OPERATOR, if OPERATOR is a corporation; and (c) the general partners and any limited partners (including any corporation or limited liability company, and the officers, directors, and holders of a beneficial interest of one percent (1%) or more of the securities of any corporation or limited liability company which controls, directly or indirectly, any general or limited partner), if OPERATOR is a partnership. Every covenant required by this Section 17.8 shall be in a form approved by BEN & JERRY'S, including specific identification of BEN & JERRY'S as a third-party beneficiary of such covenants with the independent right to enforce them.

17.9 OPERATOR agrees to comply with and/or to assist BEN & JERRY'S to the fullest extent possible in BEN & JERRY'S efforts to comply with Anti-Terrorism Laws (as defined below). In connection with such compliance, OPERATOR certifies, represents, and

warrants that none of OPERATOR's property or interests are subject to being "blocked" under any of the Anti-Terrorism Laws, and that OPERATOR is not otherwise in violation of any of the Anti-Terrorism Laws. "**Anti-Terrorism Laws**" means Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and all other present and future U.S. federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by OPERATOR, OPERATOR'S employees, or any "blocking" of OPERATOR's assets under the Anti-Terrorism Laws shall constitute grounds for immediate termination of this Agreement and any other agreement OPERATOR has entered with BEN & JERRY'S or its affiliates in accordance with the termination provisions of this Agreement.

17.10 OPERATOR agrees to comply with any applicable laws relating to anti-bribery or anti-corruption (governmental or commercial), including laws that prohibit the corrupt payment, offer, promise, or authorization of the payment or transfer of anything of value (including gifts or entertainment), directly or indirectly, to any representative of a governmental authority (foreign or domestic) or commercial entity to obtain a business advantage, including the U.S. Foreign Corrupt Practices Act and all other similar laws, rules, and regulations in any other jurisdiction concerning or relating to bribery and corruption.

18. CORPORATE, LIMITED LIABILITY COMPANY, OR PARTNERSHIP OPERATOR

18.1 If OPERATOR is a corporation, limited liability company, or partnership, each shareholder, member or partner of OPERATOR, and the interest of such person in OPERATOR, shall be identified in **Exhibit C** hereto. OPERATOR shall immediately furnish BEN & JERRY'S with an update to the information contained in **Exhibit C** upon any change, provided that nothing in this Section 18.1 shall waive or otherwise limit the terms of Section 14 regarding transfers. Additionally, OPERATOR shall identify in **Exhibit C**, an Owner, who is acceptable to BEN & JERRY'S, to serve as OPERATOR's "**Designated Owner**." The Designated Owner is, and at all times during the term of this Agreement shall be, an Owner of at least twenty percent (20%) of the capital stock of OPERATOR (on a fully diluted basis). The Designated Owner must devote his or her full time and best efforts to the management of the operations of the Scoop Shop, and OPERATOR empowers the Designated Owner with the responsibility and decision-making authority regarding the Scoop Shop's operation and OPERATOR's business. OPERATOR acknowledges and agrees that BEN & JERRY'S shall have the right to rely upon the Designated Owner for such purposes. Additionally, OPERATOR shall not remove or replace the Designated Owner identified in **Exhibit C** without the prior written approval of BEN & JERRY'S.

18.2 If OPERATOR is a corporation or limited liability company, OPERATOR shall comply with the following requirements:

18.2.1 OPERATOR shall be newly organized and its charter shall at all times provide that its activities are confined exclusively to operating the Scoop Shop;

18.2.2 Copies of OPERATOR's Articles of Incorporation, Bylaws, articles of organization, operating agreement and/or other governing documents, and any amendments thereto, including the resolution of the Board of Directors or members authorizing entry into this Agreement, shall be promptly furnished to BEN & JERRY'S, upon request of BEN & JERRY'S;

18.2.3 OPERATOR shall maintain stop-transfer instructions against the transfer on its records of any equity securities; and each stock certificate or issued securities of OPERATOR shall have conspicuously endorsed upon its face a statement in a form satisfactory to BEN & JERRY'S that it is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon assignments by this Agreement; provided, however, that the requirements of this Section 18.2.3 shall not apply to a publicly-held corporation; and

18.2.4 OPERATOR shall submit to BEN & JERRY'S, for prior written approval, any corporate or other legal name that OPERATOR proposes to use.

18.3 If OPERATOR or any successor to or assignee of OPERATOR is a partnership, it shall comply with the following requirements:

18.3.1 OPERATOR shall furnish BEN & JERRY'S with a copy of its partnership agreement as well as such other documents as BEN & JERRY'S may reasonably request, and any amendments thereto; and

18.3.2 OPERATOR shall submit to BEN & JERRY'S, for prior written approval, any name of the partnership or other legal name that OPERATOR proposes to use.

19. TAXES, PERMITS, AND INDEBTEDNESS

19.1 OPERATOR shall promptly pay when due all taxes levied or assessed, including unemployment and sales taxes, and all accounts and other indebtedness of every kind incurred by OPERATOR in the operation of the Scoop Shop. OPERATOR shall pay to BEN & JERRY'S an amount equal to any sales tax, gross receipts tax, or similar tax (other than income tax) imposed on BEN & JERRY'S with respect to any payments to BEN & JERRY'S required under this Agreement, unless the tax is credited against income tax otherwise payable by BEN & JERRY'S.

19.2 In the event of any bona fide dispute as to OPERATOR's liability for taxes assessed or other indebtedness, OPERATOR may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law, but in no event shall OPERATOR permit a tax sale or seizure by levy or execution or similar writ or warrant, or attachment by a creditor, to occur against the Premises of the Scoop Shop, or any improvements thereon.

19.3 OPERATOR shall comply with all federal, state, and local laws, rules, and regulations, and shall timely obtain any and all permits, certificates, or licenses necessary for the full and proper conduct of the Scoop Shop, including licenses to do business, fictitious name registrations, sales tax permits, and fire clearances. OPERATOR also must comply with all applicable laws, rules, and orders of any government authority concerning any public health crisis, which may require businesses in OPERATOR's area or in the industry to cease or materially modify or limit operations for a period of time.

20. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

20.1 OPERATOR is an independent contractor. BEN & JERRY'S and OPERATOR are completely separate entities and are not fiduciaries, partners, joint venturers, joint-employers, employers/employees or agents of the other in any sense and neither shall have the power to bind the other. No act or assistance given by either party to the other pursuant to this Agreement shall be construed to alter the relationship. OPERATOR shall be solely responsible for compliance with all federal, state, and local laws, rules and regulations, and for OPERATOR's policies, practices, and decisions relating to the operation of the Scoop Shop and its business. Without limiting the foregoing, OPERATOR acknowledges that BEN & JERRY'S has no responsibility to ensure that the Scoop Shop is developed and operated in compliance with all applicable laws, ordinance and regulations and that BEN & JERRY'S shall have no liability in the event the development or operation of the Scoop Shop violates any law, ordinance or regulation. Neither this Agreement nor BEN & JERRY'S course of conduct is intended, nor may anything in this Agreement (nor BEN & JERRY'S course of conduct) be construed to state or imply that BEN & JERRY'S is the employer of OPERATOR'S employees and/or independent contractors, nor vice versa.

20.2 During the term of this Agreement, OPERATOR shall hold itself out to the public as an independent contractor operating the Scoop Shop pursuant to a franchise agreement from BEN & JERRY'S. OPERATOR agrees to take such action as may be necessary to do so, including exhibiting notices of that fact in conspicuous places at the Premises, the content of which BEN & JERRY'S reserves the right to specify. In all public records, in relationships with other persons, and on letterhead and business forms, OPERATOR must indicate independent ownership of the Scoop Shop and that OPERATOR is solely a franchisee of BEN & JERRY'S. In addition, on any and all payroll and other employment-related documentation, including on employees' paychecks, OPERATOR must use its legal entity's identifying information (including the legal entity's name and address), and such documentation shall not include any Proprietary Mark or identifying information of BEN & JERRY'S.

20.3 Nothing in this Agreement authorizes OPERATOR to make any contract, agreement, warranty, or representation on the behalf of BEN & JERRY'S, or to incur any debt or other obligation in the name of BEN & JERRY'S; and BEN & JERRY'S shall in no event assume liability (or joint liability) for, or be deemed liable (or jointly liable) hereunder as a result of, any such action; nor shall BEN & JERRY'S be liable (or jointly liable) by reason of any act or omission of OPERATOR or OPERATOR'S employees in its operation of the Scoop Shop or for any claim or judgment arising therefrom against OPERATOR (or OPERATOR'S employees) or BEN & JERRY'S. OPERATOR hereby waives all claims against BEN & JERRY'S for damages to property or injuries to persons arising out of the operation of OPERATOR's business. OPERATOR is solely responsible for and shall indemnify and hold BEN & JERRY'S, and the officers, directors, and employees of BEN & JERRY'S (the "**Indemnitees**") harmless against any and all causes of action, claims, losses, costs, expenses, liabilities, litigation, damages or other expenses, including settlement costs and attorneys' fees (regardless of whether any of the foregoing is reduced to judgment), arising directly or indirectly from, as a result of, or in connection with the operation of the Scoop Shop or OPERATOR's (or OPERATOR'S employees') conduct under this Agreement, including: (a) any labor and employment violations; (b) joint employer violations; and (c) those claims alleged to be caused by the Indemnitees'

negligence. OPERATOR agrees that with respect to any threatened or actual litigation, proceeding or dispute which could directly or indirectly affect any of the Indemnitees, the Indemnitees shall have the right, but not the obligation, to: (i) choose counsel, (ii) direct, manage and/or control the handling of the matter; and (iii) settle on behalf of the Indemnitees, and/or OPERATOR, any claim against the Indemnitees at their sole option. Such right to defense and indemnification will exist even if joint claims are brought, or if joint liability is imposed on BEN & JERRY'S by law. All vouchers, canceled checks, receipts, receipted bills or other evidence of payments for any such losses, liabilities, costs, damages, charges or expenses of whatsoever nature incurred by any Indemnitee shall be taken as prima facie evidence of OPERATOR's obligation hereunder.

21. APPROVALS AND WAIVERS

21.1 Whenever this Agreement requires the prior authorization, approval or consent of BEN & JERRY'S, OPERATOR shall make a timely written request to BEN & JERRY'S therefor, and such approval or consent must be obtained in writing. With the exception of decisions regarding marketing and promotional plans and materials (Section 12.7), failure by BEN & JERRY'S to provide approval or consent in writing shall constitute a denial of the same.

21.2 BEN & JERRY'S makes no warranties or guarantees upon which OPERATOR may rely, and assumes no liability or obligation to OPERATOR, by providing any waiver, approval, consent, or suggestion to OPERATOR in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefor.

21.3 No failure of BEN & JERRY'S to exercise any power reserved to it by this Agreement, or to insist upon strict compliance by OPERATOR with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof, including any practice or action of BEN & JERRY'S in its dealing with any other party, shall constitute a waiver of the right of BEN & JERRY'S to demand exact compliance with any of the terms hereof. Waiver by BEN & JERRY'S of any particular default of OPERATOR shall not affect or impair the rights of BEN & JERRY'S with respect to any subsequent default of the same, similar, or different nature; nor shall any delay, forbearance, or omission of BEN & JERRY'S to exercise any power or right arising out of any breach or default by OPERATOR of any of the terms, provisions, or covenants hereof, affect or impair the right of BEN & JERRY'S to exercise the same, nor shall such constitute a waiver by BEN & JERRY'S of any right hereunder, or the right to declare any subsequent breach or default and to terminate this Agreement prior to the expiration of its term. Subsequent acceptance by BEN & JERRY'S of any contributions or payments due to it hereunder shall not be deemed to be a waiver by BEN & JERRY'S of any preceding breach by OPERATOR of any terms, covenants, or conditions of this Agreement.

21.4 BEN & JERRY'S shall have the right to operate, develop and change the System in any manner that is not specifically precluded by this Agreement. Whenever BEN & JERRY'S reserves or is deemed to have reserved a right, option, or discretion in a particular area or where BEN & JERRY'S agrees or is deemed to be required to exercise its rights reasonably or in good faith, BEN & JERRY'S will satisfy its obligations whenever it exercises reasonable business judgment in making its decision or exercising its rights. A decision or action by BEN & JERRY'S will be deemed to be the result of reasonable business judgment, even if other

reasonable or even arguably preferable alternatives are available, if BEN & JERRY'S is intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes a financial or other interest of BEN & JERRY'S and/or is adverse to OPERATOR's interests. Examples of items that will promote or benefit the System include enhancing the value of the Proprietary Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the System. BEN & JERRY'S reasonable business judgment shall not be subject to any limitation or review and neither OPERATOR nor any third party (including a trier of fact), shall substitute its judgment for BEN & JERRY'S reasonable business judgment. If applicable law implies a covenant of good faith and fair dealing in this Agreement, BEN & JERRY'S and OPERATOR agree that such covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement and that this Agreement grants BEN & JERRY'S the right to make decisions, take actions and/or refrain from taking actions not inconsistent with OPERATOR's rights and obligations hereunder.

22. WARRANTIES OF OPERATOR

22.1 BEN & JERRY'S entered into this Agreement in reliance upon the statements and information submitted to BEN & JERRY'S by OPERATOR in connection with this Agreement. OPERATOR represents and warrants that all such statements and information submitted by OPERATOR in connection with this Agreement are true, correct and complete in all material respects. OPERATOR agrees to promptly advise BEN & JERRY'S of any material changes in the information or statements submitted.

22.2 OPERATOR represents and warrants to BEN & JERRY'S that neither OPERATOR (including any and all of its employees, directors, officers and other representatives), nor any of its affiliates or the funding sources for either is a person or entity designated with whom BEN & JERRY'S, or any of its affiliates, are prohibited by law from transacting business.

23. NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be personally served, mailed by certified mail, return receipt requested, or dispatched by overnight delivery envelope, to the respective parties at the following addresses, unless and until a different address has been designated by written notice to the other party:

Notices to BEN & JERRY'S: Ben & Jerry's Franchising, Inc.
35 Thompson Street
South Burlington, Vermont 05403-6828
Attn: Legal Department

Notices to OPERATOR: _____
_____
_____
_____
_____

Notices shall be deemed to have been received as follows: by personal service – at the time of service; by overnight delivery service – on the next business day following the date on which the Notice was given to the overnight delivery service; and certified mail – three (3) days after the date of mailing.

24. ENTIRE AGREEMENT

24.1 This Agreement, and any exhibits attached hereto, constitute the entire Agreement between BEN & JERRY'S and OPERATOR concerning the subject matter hereof, supersedes any prior agreements, and no other representations having induced OPERATOR to execute this Agreement. Except for those permitted to be made unilaterally by BEN & JERRY'S hereunder, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

24.2 Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require OPERATOR to waive reliance on any representation that BEN & JERRY'S made in the most recent disclosure document (including its exhibits and amendments) that BEN & JERRY'S delivered to OPERATOR or its representative, subject to any agreed-upon changes to the contract terms and conditions described in that disclosure document and reflected in this Agreement (including any riders or addenda signed at the same time as this Agreement).

25. SEVERABILITY AND CONSTRUCTION

25.1 If, for any reason, any section, part, term, provision, and/or covenant herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms, provisions, and/or covenants of this Agreement as may remain otherwise intelligible; and the latter shall continue to be given full force and effect and bind the parties hereto; and the invalid portions, sections, parts, terms, provisions, and/or covenants shall be deemed not to be a part of this Agreement.

25.2 Any provision or covenant in this Agreement which expressly or by its nature imposes obligations beyond the expiration, termination or assignment of this Agreement (regardless of cause for termination) shall survive such expiration, termination, or assignment, including Sections 10, 16, 17, 20.3 and 26.

25.3 Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than OPERATOR, BEN & JERRY'S, officers, directors, shareholders, agents, and employees of BEN & JERRY'S, and such successors and assigns of BEN & JERRY'S as may be contemplated by Section 14 hereof, any rights or remedies under or by reason of this Agreement.

25.4 OPERATOR expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court or agency having valid jurisdiction may hold to be unreasonable and unenforceable in an unappealed final decision to which BEN & JERRY'S is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court or agency order.

25.5 All captions in this Agreement are intended solely for the convenience of the parties, and no caption shall be deemed to affect the meaning or construction of any provision hereof. The word "including" shall be construed to include the words "but not limited to." The term "OPERATOR" is applicable to one or more persons, a corporation, limited liability company or a partnership and its owners, as the case may be. If two or more persons are at any time OPERATOR hereunder, whether as partners, joint venturers or otherwise, their obligations and liabilities to OPERATOR should be joint and several. Reference to a "controlling" interest in an entity shall mean more than fifty (50%) of the equity or voting control of such entity.

26. APPLICABLE LAW

26.1 This Agreement takes effect upon its acceptance and execution by BEN & JERRY'S, and shall be interpreted and construed exclusively under the laws of the State of Vermont, which laws shall prevail in the event of any conflict of law (without regard to, and without giving effect to, the application of the choice-of-law rules of such state); provided, however, that if any provision of this Agreement, including the covenants in Section 17 of this Agreement, would not be enforceable under the laws of the State of Vermont and the Scoop Shop is located outside of the State of Vermont, then that provision shall be interpreted and construed under the laws of the state in which the Scoop Shop is located. Nothing in this Section 26.1 is intended by the parties to subject this Agreement to any franchise or similar law, rule, or regulation to which this Agreement would not otherwise be subject.

26.2 Except as otherwise provided in this Agreement, any claim or controversy arising out of or related to this Agreement (including any claim that the Agreement or any of its provisions is invalid, illegal, or otherwise voidable or void), the relationship between BEN & JERRY'S and OPERATOR, or OPERATOR's operation of the Scoop Shop shall, as a condition to filing the legal action, first be subject to the alternative dispute resolution process ("**ADR Process**"). The ADR process shall not be required by either BEN & JERRY'S or OPERATOR with respect to (a) any claim or dispute involving actual or threatened disclosure or misuse of the confidential information of BEN & JERRY'S, (b) any claim or dispute involving the ownership, validity, or use of the Proprietary Marks, (c) any claim or dispute related to monies owed to BEN & JERRY'S by OPERATOR (including, but not limited to, all actions to collect such monies owed (whether by BEN & JERRY'S or a collection agency designated by BEN & JERRY'S)), (d) any claim or dispute involving the insurance or indemnification provisions of this Agreement, or (e) any action to enforce the covenants set forth in Section 17 of this Agreement.

26.3 The ADR Process under this Section 26 is not intended to alter or suspend the rights or obligations of the parties under this Agreement or to determine the validity or effect of

any provision of this Agreement, but is intended to furnish the parties an opportunity to resolve disputes amicably, expeditiously and in a cost-effective manner on mutually acceptable terms.

26.3.1 The ADR Process provided for hereunder shall be commenced by a party wishing to resolve a dispute (the "**Complainant**"). The Complainant shall initiate negotiation proceedings by sending a certified or registered letter to the party with whom dispute resolution is sought (the "**Respondent**") setting forth the particulars of the dispute, the term(s) of the Agreement (if any) that are involved, and a proposed resolution of the dispute. All aspects of the ADR Process shall be treated as confidential, shall not be disclosed to others, and shall not be offered or admissible in any other proceeding or legal action whatsoever.

26.3.2 The Respondent must respond within thirty (30) days of receipt with a written explanation and response to the proposed resolution.

26.3.3 If the dispute is not resolved through correspondence, then the Complainant and Respondent shall meet at a place determined by BEN & JERRY'S on at least one (1) occasion within sixty (60) days of receipt of the initial letter in an attempt to resolve the dispute.

26.3.4 If the Complainant and Respondent are unable to resolve the dispute within sixty (60) days of receipt of the initial letter (or within such extended period of time as the Complainant and Respondent shall agree upon in writing), the parties will then submit the dispute to non-binding mediation.

26.3.5 Non-binding mediation hereunder shall be conducted by a mediator (the "**Designated Mediator**") mutually agreeable to BEN & JERRY'S and OPERATOR. The parties shall attempt to agree upon a mediator within one hundred and twenty (120) days of receipt of the initial letter or within sixty (60) days of any extended period as may be agreed upon by the parties in writing. If the parties are unable to mutually agree upon a mediator within this time period, the Complainant may seek the appointment of a mediator through JAMS, Inc. (and if JAMS, Inc. is no longer operational, a comparable mediator service) and the procedures for selecting the mediator shall be those of JAMS, Inc. (or, if applicable, of the comparable mediation service) in effect at the time. The parties agree that in the event of the initiation of individual mediations involving the same or similar issues at or about the same time, BEN & JERRY'S shall have the option to determine that no Designated Mediator shall be a mediator in more than one of those mediations.

26.3.6 Non-binding mediation hereunder shall be concluded within sixty (60) days of the date the Designated Mediator is agreed upon in writing (or selected through JAMS, Inc. or the comparable mediation service) or such longer period as may be agreed upon by the parties in writing. All aspects of the mediation process shall be treated as confidential, shall not be disclosed to others, and shall not be offered or admissible in any other proceeding or legal action whatsoever. Complainant and Respondent shall each bear their own costs of mediation, and each shall bear one-half the cost of the mediator, including any mediation service fees.

26.4 Any legal action brought by any party against the other in any forum or court, whether federal or state, shall be brought only within the judicial district in which BEN &

JERRY'S has its principal place of business at the time the action or proceeding is initiated. Any such action shall be brought in federal court if federal court jurisdiction exists and, if it does not exist, then in state court. The parties agree that this Section 26.4 shall not be construed as preventing either party from removing an action from state to federal court. The parties hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

26.5 Any proceeding to resolve a dispute (whether part of the ADR Process or a legal action) shall be conducted on an individual basis, and not as part of a consolidated, common, representative, group, or class action.

26.6 No right or remedy conferred upon or reserved to BEN & JERRY'S by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy provided herein or permitted by law or equity, but each shall be cumulative of every other right or remedy.

26.7 **WAIVER OF JURY TRIAL: BEN & JERRY'S AND OPERATOR IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO ANY CLAIM, INCLUDING ANY COUNTERCLAIMS, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.**

26.8 Any and all claims and actions arising out of or relating to this Agreement, the relationship of OPERATOR and BEN & JERRY'S, or OPERATOR's operation of the Scoop Shop, brought by either party hereto against the other, whether in mediation, or a legal action, shall be commenced within one (1) year from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be barred.

26.9 **WAIVER OF PUNITIVE AND EXEMPLARY DAMAGES: BEN & JERRY'S AND OPERATOR HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT.**

26.10 Nothing herein contained shall bar the right of either party to obtain, without invoking the ADR Process, injunctive relief against threatened conduct that will cause it loss or damages (including those matters set forth in the second sentence of Section 26.2, as well as potential violations of the terms of Sections 8, 9, 10, 14, 16 and 17 of this Agreement) under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

27. MISCELLANEOUS

27.1 OPERATOR acknowledges that it has conducted an independent investigation of the business of operating a scoop shop, and recognizes that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon the

ability of OPERATOR (or, if OPERATOR is a corporation, partnership or limited liability company, the ability of its principals) as (an) independent businessperson(s), his/her active participation in the daily affairs of the business, market conditions, area competition, availability of product, quality of services provided as well as other factors. BEN & JERRY'S expressly disclaims the making of, and OPERATOR acknowledges that it has not received, any warranty or guarantee, express or implied, as to the potential volume, profits, or success of the business venture contemplated by this Agreement.

27.2 OPERATOR acknowledges that it shall have sole and complete responsibility for the choice of the Approved Location; that BEN & JERRY'S has not (and shall not be deemed to have, even by BEN & JERRY'S approval of the site that is the Approved Location) given any representation, promise, or guarantee of Franchisee's success at the Approved Location; and that OPERATOR shall be solely responsible for its own success at the Approved Location.

27.3 OPERATOR acknowledges that it received a copy of this Agreement, the exhibit(s) hereto, and agreements relating hereto, if any, as well as a copy of BEN & JERRY'S current franchise disclosure document ("**FDD**"), at such time(s) as required by the applicable federal and state franchise laws and regulations.

27.4 OPERATOR acknowledges that whenever the term "including" appears throughout this Agreement, the term shall necessarily have the meaning "including, without limitation," "including, but not limited to," and any variations thereto.

27.5 OPERATOR acknowledges that it has read and understood the FDD, this Agreement, and the exhibits to this Agreement, and that BEN & JERRY'S has accorded OPERATOR ample time and opportunity to consult with advisors of OPERATOR's own choosing about the potential benefits and risks of entering into this Agreement. OPERATOR acknowledges that it has no knowledge of any representations by Franchisor, or anyone purporting to act on BEN & JERRY'S behalf, that are contrary to the statements made in the FDD or contrary to the terms of this Agreement.

27.6 OPERATOR, for itself and on behalf of its affiliates and related entities, and their respective shareholders, officers, directors, limited liability company members, managers and employees, and their respective successors and assigns, and on behalf of the OPERATOR's Owners, hereby (i) releases and forever discharges BEN & JERRY'S, its parents, affiliates and related entities, and its and their respective current and former officers, directors, owners, shareholders, employees, agents, representatives and attorneys, and its and their respective successors and assigns, from any and all claims, demands and causes of action, whether known or unknown, of any kind or nature, vested or contingent, at law or in equity, arising prior to or on the Effective Date, and (ii) agrees that none of them will institute any litigation or other legal action or proceeding, at law or in equity, against BEN & JERRY'S, its parents, affiliates and related entities, and its and their respective current and former officers, directors, owners, shareholders, employees, agents, representatives and attorneys, and its and their respective successors and assigns, directly or indirectly, relating to any claim or demand released under this Section 27.6, provided, however, that this release and covenant not to sue shall not apply to any claim that arises under any applicable federal and state franchise laws, except to the extent that such claims may by law be released by this Agreement. OPERATOR shall take whatever

actions are necessary or appropriate to carry out the terms of this release and covenant not to sue upon BEN & JERRY'S request. This Section 27.6 shall survive the expiration or termination of this Agreement.

27.7 This Agreement shall not be binding on either party until it is executed by both parties. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument. Each party agrees that this Agreement and any other documents entered into in connection with this Agreement are signed when a party's signature is delivered either as an original handwritten signature or through electronic means. Electronic signatures are to be treated the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

27.8 No Waiver or Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and Franchises that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

> No statement, questionnaire, or acknowledgment signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the Franchise.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first above written.

_____	Ben & Jerry's Franchising, Inc.
OPERATOR (print name of Operator)	BEN & JERRY'S
By: _____	By: _____
(signature)	
Name: _____	Name: _____
(print name of signatory)	
Title: _____	Title: _____
(print title of signatory)	

IF OPERATOR IS A CORPORATION, PARTNERSHIP, OR OTHER LEGAL ENTITY, ALL OWNERS MUST EXECUTE THE FOLLOWING:

GUARANTEE PROVISION

As an inducement to BEN & JERRY'S to enter this Agreement between BEN & JERRY'S and OPERATOR, the undersigned, jointly and severally, hereby unconditionally guarantee to BEN & JERRY'S and its successors and assigns that all of OPERATOR's obligations under this Agreement will be punctually paid.

Upon demand by BEN & JERRY'S, the undersigned each hereby jointly and severally agree to immediately make each payment required of OPERATOR under the Agreement and waive (i) all rights to payments and claims for reimbursement or subrogation that any of the undersigned may have against OPERATOR arising as a result of the undersigned's execution of and performance under this Guarantee Provision, for the express purpose that none of the undersigned shall be deemed a "creditor" of OPERATOR under any applicable bankruptcy law with respect to OPERATOR's obligations to BEN & JERRY'S, (ii) any right to require BEN & JERRY'S to: (a) proceed against OPERATOR for any payment required under the Agreement, (b) proceed against or exhaust any security from OPERATOR, (c) take any action to assist any of the undersigned in seeking reimbursement or subrogation in connection with this Guarantee Provision, or (d) pursue, enforce or exhaust any remedy, including any legal or equitable relief, against OPERATOR, (iii) any benefit of, any right to participate in, any security now or hereafter held by BEN & JERRY'S, and (iv) acceptance and notice of acceptance by BEN & JERRY'S of the undersigned's undertakings under this Guarantee Provision; all presentments, demands and notices of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed; protest; notices of dishonor; and notices of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; and any other notices and legal or equitable defenses to which any of the undersigned may be entitled. Without affecting the obligations of the undersigned under this Guarantee Provision, BEN & JERRY'S may, without notice to the undersigned, extend, modify, supplement, waive strict compliance with, or release all or any provisions of the Agreement or any indebtedness or obligation of OPERATOR, or settle, adjust, release, or compromise any claims against OPERATOR or any Guarantor, make advances for the purpose of performing any obligations of OPERATOR under the Agreement, assign the Agreement or the right to receive any sum payable thereunder, and the undersigned each hereby jointly and severally waive notice of same and agree to remain and be bound by any and all such amendments and changes to the Agreement. BEN & JERRY'S shall have no present or future duty or obligation to the undersigned under this Guarantee Provision, and each of the undersigned waives any right to claim or assert any such duty or obligation, to discover or disclose to the undersigned any information, financial or otherwise, concerning OPERATOR, any other Guarantor, or any collateral securing any obligations of OPERATOR to BEN & JERRY'S.

Further, the undersigned, individually, jointly and severally, hereby agree to be personally bound by each and every condition and term contained in this Agreement as though each of them had executed an agreement containing the identical terms and conditions of this

Agreement including the dispute resolution provisions, and any amendments, extensions, or other modifications to this Agreement.

WAIVER OF JURY TRIAL: BEN & JERRY'S AND GUARANTOR IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO ANY CLAIM, INCLUDING ANY COUNTERCLAIMS, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.

WAIVER OF PUNITIVE AND EXEMPLARY DAMAGES: BEN & JERRY'S AND GUARANTOR HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT.

The undersigned hereby agrees to defend, indemnify, and hold BEN & JERRY'S harmless against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees, reasonable costs of investigation, court costs, and arbitration fees and expenses) ("**Claims**") resulting from, consisting of, or arising out of or in connection with any failure by OPERATOR, its officers, directors, agents, or employees to perform any obligation under this Agreement, any amendment thereto, or any other agreement executed by OPERATOR referred to therein.

Notwithstanding any other language contained herein, the obligations of Guarantor(s) under this Guarantee Provision shall not apply to any obligations or Claims arising due to the actions of third parties not under the operation, direction or control of OPERATOR.

Guarantor represents and warrants to BEN & JERRY'S that neither Guarantor (including any and all of its employees, directors, officers and other representatives), nor any of its affiliates or the funding sources for either is a person or entity designated with whom BEN & JERRY'S or any of its affiliates, is prohibited by law from transacting business.

This guarantee provision shall terminate upon the termination or expiration of this Agreement, except that all obligations and liabilities of the undersigned which arose from events which occurred on or before the effective date of such termination shall remain in full force and effect until satisfied or discharged by the undersigned, and all covenants which by their terms continue in force after the expiration or termination of this Agreement shall remain in force according to their terms. Upon the death of any undersigned, the estate of such individual shall be bound by this guarantee provision, but only for defaults and obligations hereunder existing at the time of death; and the obligations of the other undersigned will continue in full force and effect.

Unless specifically stated otherwise, the terms used in this guarantee provision shall have the same meaning as in this Agreement, and shall be interpreted and construed in accordance with Section 26 of this Agreement. This guarantee provision shall be interpreted and construed

under the laws of the State of Vermont. In the event of any conflict of law, the laws of Vermont shall prevail, without regard to, and without giving effect to, the application of the State of Vermont conflict of law rules. If any provision of this guarantee provision would not be enforceable under the laws of the State of Vermont and the Scoop Shop is located outside of the State of Vermont, then that provision shall be interpreted and construed under the laws of the state in which the Scoop Shop is located. Nothing in this guarantee provision is intended by the parties to subject this guarantee provision to any franchise or similar law, rule, or regulation of the State of Vermont or of any other state to which it would not otherwise be subject.

Any and all notices required or permitted under this Guarantee Provision shall be in writing and shall be personally delivered, in the manner provided under Section 23 of this Agreement.

IN WITNESS WHEREOF, the undersigned has signed this guarantee provision as of the date of this Agreement.

GUARANTOR(S)

_____

_____

_____

Exhibit A
to
Ben & Jerry's Franchising, Inc. Franchise Agreement

1. **OPERATOR** (See first paragraph): _____, a [resident of] [corporation organized under the laws of] [limited liability company organized under the laws of] _____ and having its principal place of business at _____.

2. **Effective Date** (See first paragraph): _____ ____, 20__

3. The **Authorized Location** for the Scoop Shop shall be _____ _____ (See Section 1.3)

4. The **Territory** shall be (See Section 1.4):

   North:_____
   _____
   _____
   _____

   South:_____
   _____
   _____
   _____

   East:_____
   _____
   _____
   _____

   West:_____
   _____
   _____
   _____

5. **Hours and Days of Operation.** The hours and days of operation shall be _____ _____ _____ (See Section 7.2).

6. **Initial Franchise Fee**. The initial franchise fee shall be $_____ (See Section 4.1). The initial franchise fee is determined and payable as follows (check one):

☐ If this Agreement is not executed pursuant to a Preliminary Agreement:

☐ $39,500.00, paid upon execution of this Agreement if OPERATOR was not an existing franchisee under the System prior to executing this Agreement; or

☐ $19,750.00, paid upon execution of this Agreement if OPERATOR was an existing franchisee under the System prior to executing this Agreement.

☐ If this Agreement is executed pursuant to a Preliminary Agreement:

a. (check one):

☐ $10,000 paid upon execution of the Preliminary Agreement, and $29,500.00 paid upon execution of this Agreement if OPERATOR was not an existing franchisee under the System prior to executing this Agreement; or

☐ $5,000 paid upon execution of the Preliminary Agreement, and $14,750.00 paid upon execution of this Agreement if OPERATOR was an existing franchisee under the System prior to executing this Agreement.

☐ If this Agreement is executed pursuant to a Development Agreement and is for the first Scoop Shop developed, $ _____was paid upon execution of the Development Agreement as part of a Development Fee, and such amount is hereby credited as full payment of initial franchise fee.

☐ If this Agreement is executed pursuant to a Development Agreement and is for the second or subsequent Scoop Shop developed:

a. $ _____ was paid upon execution of the Development Agreement as part of a Development Fee and such amount is credited toward the initial franchise fee; and

b. $_____ was paid upon execution of this Agreement.

Initial: _____ Date: _____
OPERATOR

Initial: _____ Date: _____
BEN & JERRY'S FRANCHISING, INC.

Exhibit B
to
Ben & Jerry's Franchising, Inc. Franchise Agreement

ADA CERTIFICATION

Ben & Jerry's Franchising, Inc. ("**BEN & JERRY'S**") and _____ ("**OPERATOR**") are parties to a franchise agreement dated _____ for the operation of a scoop shop at _____ (the "**Scoop Shop**"). In accordance with Section 5.5 of the Franchise Agreement, OPERATOR certifies to BEN & JERRY'S that, to the best of OPERATOR's knowledge, the Scoop Shop and its adjacent areas comply with all applicable federal, state and local accessibility laws, statutes, codes, rules, regulations and standards, including the Americans with Disabilities Act. OPERATOR acknowledges that it is an independent contractor and the requirement of this certification by BEN & JERRY'S does not constitute ownership, control, leasing or operation of the Scoop Shop. OPERATOR acknowledges that BEN & JERRY'S has relied on the information contained in this certification. Furthermore, OPERATOR agrees to indemnify BEN & JERRY'S and the officers, directors, and employees of BEN & JERRY'S in connection with any and all claims, losses, costs, expenses, liabilities, compliance costs, and damages incurred by the indemnified party(ies) as a result of any matters associated with OPERATOR's compliance with the Americans with Disabilities Act, as well as the costs, including attorneys' fees, related to the same.

OPERATOR _____

By: _____

Name: _____

Title: _____

Exhibit C
to
Ben & Jerry's Franchising, Inc. Franchise Agreement

All of OPERATOR's (i) owners of record and all beneficial owners of any class of voting securities or securities convertible into voting securities; and/or (ii) general and limited partners.

Name of Shareholder/Partner/ Member	Address	Interest (%) (with description)

Designated Owner: The following identifies OPERATOR's Designated Owner (as defined in Section 18.1 of the Franchise Agreement):

Name and Title	Address	Interest (%) (with description)

EXHIBIT E

SATELLITE ADDENDUM TO FRANCHISE AGREEMENT



SATELLITE ADDENDUM

TO

BEN & JERRY'S FRANCHISING, INC.

SCOOP SHOP FRANCHISE AGREEMENT

SATELLITE ADDENDUM TO
BEN & JERRY'S FRANCHISING, INC.
SCOOP SHOP FRANCHISE AGREEMENT

THIS ADDENDUM ("**Addendum**"), made and entered into on the Effective Date (as set forth in **Exhibit A**) by and between **BEN & JERRY'S FRANCHISING, INC.**, a Vermont corporation with its principal place of business at 35 Thompson Street, South Burlington, Vermont 05403-6828 ("**BEN & JERRY'S**"), and **OPERATOR** (as described in **Exhibit A**).

BACKGROUND:

A. OPERATOR currently operates a Ben & Jerry's scoop shop at: _____ (the "**Affiliated Shop**,") under a Franchise Agreement with BEN & JERRY'S dated _____, _____ (the "**Franchise Agreement for Affiliated Shop**").

B. In connection with, and in addition to, OPERATOR's current operations of the Affiliated Shop, OPERATOR desires to obtain rights to operate a type of Ben & Jerry's Scoop Shop that operates as a Satellite Shop (as defined below) under the System and using the Proprietary Marks.

C. As such, BEN & JERRY'S and OPERATOR have this day entered into a Ben & Jerry's Franchising, Inc. Franchise Agreement (the "**Franchise Agreement**") for the development and operation of a Ben & Jerry's Scoop Shop at the Authorized Location, which is specified in Exhibit A to the Franchise Agreement, that will operate as a Satellite Shop (the "**Scoop Shop**"), and BEN & JERRY'S and OPERATOR wish to amend the Franchise Agreement to reflect special terms and conditions applicable to the operation of the Scoop Shop as a Satellite Shop.

D. For purposes of this Addendum, the term "**Satellite Shop**" shall refer to a "Ben & Jerry's" scoop shop that is operated by an existing franchisee in connection with, or as an extension of, an existing Ben & Jerry's Shop (which offers a full assortment of the Products) of that franchise.

E. All capitalized terms not otherwise defined in this Addendum shall have the same meaning as in the Franchise Agreement.

NOW THEREFORE, BEN & JERRY'S and OPERATOR, in consideration of the undertakings and commitments of each party to the other party set forth herein and in the Franchise Agreement, hereby mutually agree as follows:

1. The parties acknowledge and agree that the term "Scoop Shop," as used in the Franchise Agreement and this Addendum, and as it relates to the franchised "Ben & Jerry's" Scoop Shop to be owned and operated by OPERATOR pursuant to the Franchise Agreement, shall incorporate the term "Satellite Shop" as that term is defined in Paragraph D of the Recitals of this Addendum.

2. The parties acknowledge and agree that the rights granted to, and the obligations assumed by, OPERATOR under Section 1.1 of the Franchise Agreement to operate a "Scoop Shop" shall be for the operation of a Satellite Shop.

3. Section 1.2 of the Franchise Agreement shall be deleted in its entirety and shall have no force or effect, and shall be replaced with the following:

> 1.2 BEN & JERRY'S may grant OPERATOR the right, but not the obligation, to engage in off-premises activities, including scooping at festivals, fairs, concerts, sporting events and other events ("**Special Events**"), scooping at customers' homes, offices, celebrations and other locations ("**Catering**") (hereinafter, Special Events and Catering are collectively referred to as "**Off-Premises Activities**"), delivery by third parties (e.g., Uber Eats, GrubHub and Door Dash) to customers' homes, offices and other locations ("**On-Demand Sales**"), and the scooping of Products from a mobile scooping facility such as a truck of trailer ("**Mobile Vending**") with such Off-Premises Activity, On-Demand Sales and Mobile Vending to be approved by BEN & JERRY'S as described below in Section 7.3. All Off-Premises Activities, On-Demand Sales and Mobile Vending shall be subject to the terms stated in this Agreement and as may be set forth in BEN & JERRY'S Confidential Operating Manual (the "**Manual**"), which is more fully described in Section 9 hereof, or otherwise by BEN & JERRY'S in writing.

4. Section 1.4 of the Franchise Agreement shall be deleted in its entirety and shall have no force or effect, and shall be replaced with the following:

> 1.4 OPERATOR acknowledges that this Agreement does not grant or imply any protected area or territory for the Scoop Shop. During the term of this Agreement, BEN & JERRY'S may establish or operate, or license any other person to establish or operate, a Scoop Shop, other type of Ben & Jerry's Shops (collectively, "**Shops**") selling the Ben & Jerry's Products and Non-Proprietary Products (collectively, the "**Products**") at any location except the Authorized Location. BEN & JERRY'S retains the rights, among others, on any terms and conditions BEN & JERRY'S deems advisable, and without granting OPERATOR any rights therein:
>
> 1.4.1 To own, acquire, establish, and/or operate and license others to establish and operate, Shops selling the Products at any location except the Authorized Location;
>
> 1.4.2 To own, acquire, establish and/or operate and license others to establish and operate, businesses under the Proprietary Marks, at any location, and which may be similar to Shops, but which do not operate under the System and are not operating as retail scooped ice cream, sorbet and/or frozen yogurt businesses (this provision in no way limits the other rights reserved under Section 1.4.4);
>
> 1.4.3 To acquire, own and/or operate, and license others to operate, businesses under other proprietary marks and other systems, whether such businesses are similar or different from Shops, at any location regardless of the proximity to the Authorized Location;

1.4.4 To own, acquire, establish, and/or operate and license others to establish and operate, Shops under the Proprietary Marks at limited purpose, limited access, and captive audience facilities, and other types of institutional accounts (which shall include, without limitation, airports, parks, stadiums, business and industrial complexes, theaters, museums, educational facilities, hospitals, and art centers) (collectively, "**Institutional Facilities**") at any location regardless of the proximity to the Authorized Location;

1.4.5 To give, donate, or contribute Products to charitable and community organizations and events for fund raising and other events, and to offer Products for sampling by consumers and organizations for product testing, promotions and demonstrations at any location except the Authorized Location unless approved by OPERATOR; and

1.4.6 To sell or distribute, directly or indirectly, or license others to sell or distribute, under the Proprietary Marks, at any location regardless of the proximity to the Authorized Location: (i) prepackaged and other Products at and/or to Institutional Facilities and other facilities serviced by contract feeders, and for sales made at restaurants; (ii) only prepackaged Products to retail outlets (including without limitation supermarkets, groceries, mom & pops, gourmet shops, convenience stores, and food carts) and non-food retail stores (including without limitation warehouse clubs, drug stores, and book stores); (iii) prepackaged and other Products to audiences at Special Events, subject to the terms of Section 7.3 and 7.4 below; and (iv) prepackaged and other Products to customers through mail order, toll-free numbers, or the Internet.

5. Section 2.1 of the Franchise Agreement shall be deleted in its entirety and shall have no force or effect, and shall be replaced with the following:

2.1 This Agreement shall be in effect upon its acceptance and execution by BEN & JERRY'S and, unless this Agreement is sooner terminated as provided herein, this Agreement shall expire five (5) years from the date on which the Scoop Shop first opens for business.. The records maintained by BEN & JERRY'S regarding the opening date of the Scoop Shop shall control in the event of a controversy or conflict between BEN & JERRY'S and OPERATOR as to the opening date.

6. The introductory paragraph to Section 2.2 of the Franchise Agreement shall be deleted in its entirety and shall have no force or effect, and shall be replaced by the following:

2.2 OPERATOR may apply to operate the Scoop Shop for one (1) additional consecutive term of five (5) years if the following conditions are met prior to renewal:

7. Subsection 2.2.9 of the Franchise Agreement shall be deleted in its entirety and shall have no force or effect, and shall be replaced by the following:

2.2.9 OPERATOR shall pay BEN & JERRY'S a renewal fee in an amount of Five Thousand Dollars ($5,000).

7. Section 4.1 of the Franchise Agreement shall be deleted in its entirety and shall have no force or effect, and shall be replaced with the following:

> 4.1 In consideration of the franchise granted herein, OPERATOR has paid to BEN & JERRY'S an initial franchise fee of Eight Thousand Dollars ($8,000), receipt of which is hereby acknowledged, which is earned and non-refundable in consideration of administrative and other expenses incurred by BEN & JERRY'S in entering into this Agreement.

8. The first sentence in Section 5.6 of the Franchise Agreement shall be deleted in its entirety and shall have no force or effect, and shall be replaced with the following:

> Unless delayed by the occurrence of events constituting "force majeure" as defined below, OPERATOR shall construct, furnish, and open the Scoop Shop in accordance with this Agreement and OPERATOR shall open the Scoop Shop by the opening date (the "**Opening Date**") specified in Exhibit A.

9. The last sentence in Section 6.2 of the Franchise Agreement shall be deleted in its entirety and shall have no force or effect.

10. Section 7.2 of the Franchise Agreement shall be deleted in its entirety and shall have no force or effect, and shall be replaced with the following:

> 7.2 OPERATOR shall use the premises of the Scoop Shop (the "**Premises**") solely for the operation of the Scoop Shop; shall keep the Scoop Shop open and in normal operation continuously during the period specified in **Exhibit A** ("**Minimum Period of Operation**") for such minimum hours and days as may be specified by OPERATOR'S lease (or in the event that OPERATOR'S lease does not designate minimum hours and days, such minimum hours and days as BEN & JERRY'S may specify in the Manual or otherwise in writing); and shall refrain from using or permitting the use of the Premises for any other purpose or activity at any time without first obtaining the written consent of BEN & JERRY'S.

11. Section 7.3 of the Franchise Agreement shall be deleted in its entirety and shall have no force or effect, and shall be replaced with the following:

> 7.3 In performing Off-Premises Activities, On-Demand Sales and Mobile Vending, OPERATOR shall comply with the terms and conditions stated in this Agreement and in the Manual, including without limitation guidelines and requirements relating to insurance coverage, event size, event duration and vehicle use.

12. Section 7.4.2 of the Franchise Agreement shall be deleted in its entirety and shall have no force or effect, and shall be replaced with the following:

> 7.4 If OPERATOR desires to engage in Off-Premises Activities, On-Demand Sales or Mobile Vending at a location other than the Premises, OPERATOR must submit

a written request to BEN & JERRY'S in accordance with the Manual for the prior approval of BEN & JERRY'S.

13. Section 7.5.1 of the Franchise Agreement shall be deleted and shall have no force or effect.

14. Section 7.23 of the Franchise Agreement shall be deleted in its entirety and shall have no force or effect.

15. Sections 14.2 of the Franchise Agreement shall be supplemented by the addition of the following at the end of the section:

OPERATOR further acknowledges and agrees that any transfer of interest under the Franchise Agreement for Affiliated Shop or relating to the Affiliated Shop shall also constitute a "transfer" under this Section 14 relating to the Satellite.

16. Transfer of Interest. Section 14.3 of the Franchise Agreement shall be supplemented by the addition of the following subsection 14.3.12, which shall be considered an integral part thereof:

14.3.12 OPERATOR acknowledges and agrees that if the Scoop Shop operated under this Agreement is a Satellite Shop, it shall be reasonable for BEN & JERRY'S to withhold consent to the transfer of any interest in the rights granted by this Agreement or any other interests that are subject to this Section 14, if such transfer is not made in conjunction with a simultaneous transfer of all comparable interests held by the transferor with respect to the Affiliated Shop and the Franchise Agreement for Affiliated Shop.

17. Section 15.3.3 of the Franchise Agreement shall be deleted in its entirety and shall have no force or effect, and shall be replaced with the following:

15.3.3 If OPERATOR fails to operate the Scoop Shop during the Minimum Period of Operation or during such days and hours as required by OPERATOR'S lease (or, in the event OPERATOR'S lease does not designate minimum days and hours, such minimum days and hours as BEN & JERRY'S may specify in the Manual or otherwise in writing); or

18. Default and Termination. Section 15 of the Franchise Agreement shall be supplemented by the addition of the following Section 15.6, which shall be considered an integral part thereof:

15.6 Any default under the Franchise Agreement for Affiliated Shop shall constitute a default under this Agreement, and any default under this Agreement shall constitute a default under the Franchise Agreement for Affiliated Shop. In the event of a default by OPERATOR with respect to the operation of the Scoop Shop, BEN & JERRY'S may, in its sole discretion, either: (a) terminate only this Agreement and

OPERATOR's rights hereunder; or (b) terminate both this Agreement and the Franchise Agreement for Affiliated Shop, and OPERATOR's rights thereunder.

19. In Section 17.1 of the Franchise Agreement, the last sentence shall be deleted in its entirety and shall have no force or effect, and shall be replaced with the following:

To that end, OPERATOR shall use best efforts to: (1) maximize the sale of the Ben & Jerry's Products at the Authorized Location; (2) promote the Scoop Shop; and (3) implement recommendations from BEN & JERRY'S.

20. Exhibit A of the Franchise Agreement shall be deleted it its entirety and shall have no force and effect and shall be replaced with the Exhibit A attached hereto.

21. This Addendum constitutes an integral part of the Franchise Agreement between the parties hereto, and the terms of this Addendum shall be controlling with respect to the subject matter hereof. Except as modified or supplemented by this Addendum, the terms of the Franchise Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum on the date first above written.

_____	Ben & Jerry's Franchising, Inc.
OPERATOR	BEN & JERRY'S
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

Exhibit A to Addendum

Replacement for Exhibit A to
Ben & Jerry's Franchising, Inc. Franchise Agreement

1. **OPERATOR** (See first paragraph): _____, a [resident of] [corporation organized under the laws of] [limited liability company organized under the laws of] _____ and having its principal place of business at _____.

2. **Effective Date** (See first paragraph): _____ ____, 20__

3. The Authorized Location for the Scoop Shop shall be _____ _____ (See Section 1.3).

2. The Opening Date shall be within _____ (_____) days of executing this Agreement. (See Section 5.6).

3. The Minimum Period of Operation shall be continuous daily operation during the period from _____ through _____ of each year during the term of this Agreement. (See Section 7.2).

Initial: _____ Date: _____
OPERATOR

Initial: _____ Date: _____
BEN & JERRY'S FRANCHISING, INC.

EXHIBIT F

REDUCED TERM ADDENDUM TO FRANCHISE AGREEMENT



REDUCED TERM ADDENDUM

TO

BEN & JERRY'S FRANCHISING, INC.

SCOOP SHOP FRANCHISE AGREEMENT

REDUCED TERM ADDENDUM TO
BEN & JERRY'S FRANCHISING, INC.
SCOOP SHOP FRANCHISE AGREEMENT

THIS ADDENDUM ("**Addendum**"), made and entered into on _____, _____, by and between Ben & Jerry's Franchising, Inc., a Vermont corporation with its principal place of business at 35 Thompson Street, South Burlington, Vermont 05403-6828 ("**BEN & JERRY'S**"), and _____("**OPERATOR**").

BACKGROUND:

A. BEN & JERRY'S and OPERATOR have this day entered into a Ben & Jerry's Franchising, Inc. Scoop Shop Franchise Agreement (the "**Franchise Agreement**").

B. BEN & JERRY'S and OPERATOR wish to amend the Franchise Agreement to reflect changes to the duration of the Franchise Agreement and the amount of the initial franchise fee.

C. All capitalized terms not otherwise defined in this Addendum shall have the same meaning as in the Franchise Agreement.

NOW THEREFORE, BEN & JERRY'S and OPERATOR, in consideration of the undertakings and commitments of each party to the other party set forth herein and in the Franchise Agreement, hereby mutually agree as follows:

1. Sections 2.1 and 2.2 of the Franchise Agreement shall be deleted in their entirety and shall have no force or effect, and shall be replace with the following:

> 2.1 This Agreement shall be in effect upon its acceptance and execution by BEN & JERRY'S and, except as otherwise provided herein, the term of this Agreement shall be ____ (__) years from the date first above written.

2. Section 4.1 of the Franchise Agreement shall be deleted in its entirety and shall have no force or effect, and shall be replaced with the following:

> 4.1 In consideration of the franchise granted herein, OPERATOR has paid to BEN & JERRY'S an initial franchise fee of _____ dollars ($_____). Receipt of the initial franchise fee is hereby acknowledged, which amount is earned and non refundable in consideration of administrative and other expenses incurred by BEN & JERRY'S in entering into this Agreement.

3. This Addendum constitutes an integral part of the Franchise Agreement between the parties hereto, and the terms of this Addendum shall be controlling with respect to the subject matter hereof. Except as modified or supplemented by this Addendum, the terms of the Franchise Agreement are hereby ratified and confirmed.

4. This Addendum shall not be binding on either party until it is executed by both parties. This Addendum may be executed in two or more counterparts, each of which will be

deemed an original, and all of which will constitute one and the same instrument. Each party agrees that this Addendum and any other documents entered into in connection with this Addendum are signed when a party's signature is delivered either as an original handwritten signature or through electronic means. Electronic signatures are to be treated the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum on the date first above written.

_____	Ben & Jerry's Franchising, Inc.
OPERATOR	BEN & JERRY'S
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

Exhibit A to Addendum

Replacement for Exhibit A to
Ben & Jerry's Franchising, Inc. Franchise Agreement

1. The Authorized Location for the Scoop Shop shall be _____
_____
(See Section 1.3).

2. The Territory (See Section 1.4) shall be

North:_____
_____
_____
_____

South:_____
_____
_____
_____

East:_____
_____
_____
_____

West:_____
_____
_____
_____

3. Initial Franchise Fee. The initial franchise fee shall be $_____ (See Section 4.1). The initial franchise fee is determined and payable as follows (check one):

☐ If this Agreement is not executed pursuant to a Development Agreement:

a. $_____, paid upon execution of the Preliminary Agreement, and

b. $_____, paid upon execution of this Agreement. (check one):

☐ If this Agreement is executed pursuant to a Development Agreement and is for the first Scoop Shop developed, $ _____was paid upon execution of the Development Agreement as part of a Development Fee, and such amount is hereby credited as full payment of initial franchise fee.

☐ If this Agreement is executed pursuant to a Development Agreement and is for the second or subsequent Scoop Shop developed:

(a) $ _____ was paid upon execution of the Development Agreement as part of a Development Fee and such amount is credited toward the initial franchise fee; and

(b) $_____ was paid upon execution of this Agreement.

Initial: _____ Date: _____
OPERATOR

Initial: _____ Date: _____
BEN & JERRY'S FRANCHISING, INC.

EXHIBIT G

WAREHOUSE ADDENDUM

WAREHOUSE ADDENDUM

THIS WAREHOUSE ADDENDUM (the "**Warehouse Addendum**") is made and entered into on _____, 20__ (the "**Effective Date**") by and between Ben & Jerry's Franchising, Inc., a Vermont corporation located at 35 Thompson Street, South Burlington, Vermont 05403-6828 ("**BEN & JERRY'S**") and [_____] ("**OPERATOR**") and [_____] (the "**Catering Entity**"). [**Note:** If no separate catering entity, the highlighted and bracketed language will be deleted.]

BACKGROUND:

A. BEN & JERRY's and OPERATOR entered into a Ben & Jerry's Franchising, Inc. Franchise Agreement [and any additional Addenda/Amendments dated _____, 20___, ([together,] the "**Franchise Agreement**"). [**Note:** Add bracketed language if applicable.]

B. The Franchise Agreement relates to the scoop shop located at _____ (the "**Scoop Shop**").

C. OPERATOR wishes to establish and operate, in conjunction with OPERATOR'S Scoop Shop, a separate location in which to store Ben & Jerry's ice cream catering and other products for Off-Premises Activities [and/or Mobile Vending] (as those terms are defined in Section 1.2, below) (the "**Warehouse**").

or

[C. On or about _____, 20___, OPERATOR formed the Catering Entity to establish and operate, in conjunction with OPERATOR'S Scoop Shop, a separate location in which to store Ben & Jerry's ice cream catering and other products for Off-Premises Activities [and/or Mobile Vending] (as those terms are defined in Section 1.2, below) (the "**Warehouse**").]

D. In conjunction with the establishment of the Warehouse, BEN & JERRY'S and OPERATOR [and the Catering Entity] wish to enter into this Warehouse Addendum to revise certain provisions of the Franchise Agreement relating to the Authorized Warehouse (as that term is defined in Section 3, below).

E. All capitalized terms not otherwise defined in this Warehouse Addendum shall have the same meaning as in the Franchise Agreement.

NOW THEREFORE, in consideration of the mutual promises made herein and intending to be legally bound hereby, the parties agree as follows:

Proprietary Marks

1. Recital C of the Franchise Agreement shall be deleted and shall be replaced by the following Recital C:

C. The System is identified by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin as are now designated and may hereafter be designated by BEN & JERRY'S in writing for use in connection with the System including the mark "Ben & Jerry's" and other marks (the "**Proprietary Marks**"). **[**OPERATOR/the Catering Entity] shall not utilize any trade name, service mark, trademark, logo, emblem or indicia of origin that is currently, or may be in the future, associated with OPERATOR [or the Catering Entity], the Authorized Warehouse, the provision of Off-Premises Activities [and/or Mobile Vending] by [OPERATOR/the Catering Entity] that has not been designated or approved by BEN & JERRY'S in writing.

Grant

2. Section 1.2 of the Franchise Agreement shall be deleted and replaced by the following Section 1.2:

1.2 BEN & JERRY'S grants to [OPERATOR/the Catering Entity] the right, but not the obligation, to engage in off-premises activities, including scooping at festivals, fairs, concerts, sporting events and other events ("**Special Events**"), scooping at customers' homes, offices, celebrations and other locations ("**Catering**") (hereinafter, Special Events and Catering are collectively referred to as "**Off-Premises Activities**"), [and/or the scooping of Products from a mobile scooping facility such as a truck or trailer ("**Mobile Vending**")] from the Authorized Warehouse (as that term is defined in Section 3, below), provided that such Off-Premises Activities [and/or Mobile Vending] are held at locations within the Territory of OPERATOR as specified in **Exhibit A** to the Franchise Agreement of OPERATOR. Such Off-Premises Activities [and/or Mobile Vending] must be conducted in accordance with the terms and conditions stated in this Agreement, in BEN & JERRY'S Confidential Operating Manual (the "**Manual**"), which is more fully described in Section 9 hereof, or otherwise by BEN & JERRY'S in writing. In the event OPERATOR discontinues the use of the Warehouse and OPERATOR is not in default under the terms of the Franchise Agreement, OPERATOR may continue to provide Off-Premises Activities [and/or Mobile Vending] pursuant to the terms in the Franchise Agreement from the OPERATOR'S Scoop Shop. OPERATOR agrees that, as long as the Warehouse Addendum remains in full force and effect, [OPERATOR/the Catering Entity] shall conduct all Off-Premises Activities [and/or Mobile Vending] solely from the Authorized Warehouse in accordance with the Warehouse Addendum and shall not otherwise conduct Off-Premises Activities [and/or Mobile Vending] through the Scoop Shop.

3. Section 1.3 of the Franchise Agreement shall be renumbered as Section 1.3.1, and the following Section 1.3.2 shall be added:

1.3.2 **[**OPERATOR/The Catering Entity] shall conduct all Off-Premises Activities [and/or Mobile Vending] solely from the authorized Warehouse (the "**Authorized Warehouse**") specified in Exhibit A to the Warehouse Addendum. **[**OPERATOR/The Catering Entity] shall not relocate the Authorized Warehouse without the prior written approval of BEN & JERRY'S, which approval shall be subject to the terms of Section 7.26

below. Any authorizations furnished by BEN & JERRY'S pursuant to this Section 1.3 shall be at the sole discretion of BEN & JERRY'S, and are not, and shall not be, a guarantee or assurance by BEN & JERRY'S that Off-Premises Activities [and/or Mobile Vending] operated from the Authorized Warehouse be profitable or successful. [OPERATOR/The Catering Entity] acknowledges and agrees that approval of the Authorized Warehouse's proposed location under this Section 1.3 does not constitute any assurance, representation, or warranty of BEN & JERRY'S of any kind, that the OPERATOR'S Off-Premises Activities [and/or Mobile Vending] shall be profitable or successful.

4. Section 1.5 of the Franchise Agreement shall be deleted and shall be replaced by the following Section 1.5:

1.5 The grant given herein is limited to the right to operate one (1) Scoop Shop at the Authorized Location only, and does not include any right to sell any products (including any Products) (i) at any location other than the Authorized Location (except the Authorized Warehouse from which to operate authorized Off-Premises Activities [and/or Mobile Vending], and except for authorized On-Demand Sales); (ii) through any other channels or methods of distribution, including the Internet (or any other existing or future channel or method of distribution (except in connection with authorized On-Demand Sales), including any form of electronic commerce); or (iii) to any person or entity for resale or further distribution.

Fees

5. Section 4.5 of the Franchise Agreement shall be amended by the addition of the following Section 4.5.3:

4.5.3 With respect to Off-Premises Activities [and/or Mobile Vending], monthly payments and contributions shall be made in the same manner and in conjunction with OPERATOR's individual Scoop Shop payments and contributions. Any reports or statements required under Section 11.3, below, shall include such information related to Off-Premises Activities [and/or Mobile Vending] as BEN & JERRY'S shall require.

Duties of Operator

6. Section 7.2 of the Franchise Agreement shall be renumbered as Section 7.2.1 and shall be replaced by the following:

7.2.1 OPERATOR shall use the Premises solely for the operation of the Scoop Shop; shall keep the Scoop Shop open and in normal operation for such minimum hours and days as BEN & JERRY'S may specify; shall refrain from using or permitting the use of the Premises for any other purpose or activity at any time without obtaining the written consent of BEN & JERRY'S. As described in Section 1.2 herein, [OPERATOR/the Catering Entity] may engage in Off-Premises Activities [and/or Mobile Vending]within the Territory of OPERATOR, but only in accordance with the terms and conditions stated in this Agreement, in the Manual (including guidelines and requirements relating to insurance coverage and vehicle use in Off-Premises Activities [and/or Mobile Vending]) or as

otherwise provided by BEN & JERRY'S in writing. [OPERATOR/The Catering Entity] shall not enter territories of other BEN & JERRY'S scoop shop operators without the express written consent of BEN & JERRY'S. BEN & JERRY'S reserves the right to withhold consent in its sole discretion based on a variety of factors, including, without limitation, the requirements to provide proof of consent from the other BEN & JERRY'S operator to have [OPERATOR/the Catering Entity] enter his or her territory to provide Off-Premises Activities [and/or Mobile Vending] services and for [OPERATOR/the Catering Entity] to submit for approval the economic terms of the Special Events or Catering that [OPERATOR/the Catering Entity] will perform in the other BEN & JERRY'S operator's territory.

7. The following Section 7.2.2 shall be added to the Franchise Agreement:

7.2.2 [OPERATOR/The Catering Entity] shall use the Authorized Warehouse solely for the provision of Off-Premises Activities [and/or Mobile Vending] services in accordance with the Agreement and the Warehouse Addendum. The Authorized Warehouse shall be used specifically only for the following purposes: warehouse for Products and other products, storage of catering supplies, general storage space, office space, parking for carts and truck(s), and such other uses as BEN & JERRY'S may specify in the Manual, or otherwise approve in writing. The Authorized Warehouse shall not be used for the preparation of any Products, shall not make use of signage on the exterior of the premises (except for such identifying information necessary for deliveries), provide Off-Premises Activities [and/or Mobile Vending] at or within the Authorized Warehouse or otherwise serve or sell Products or products directly to any customer at or within the Authorized Warehouse. [OPERATOR/The Catering Entity] shall also refrain from using or permitting the use of the Authorized Warehouse for any unauthorized or unlawful purpose; and shall refrain from using or permitting the use of the Authorized Warehouse for any purpose or activity other than those specifically listed in this Section 7.2 at any time without first obtaining the written consent of BEN & JERRY'S.

8. Section 7.4.1 of the Franchise Agreement shall be deleted and shall be replaced by the following Section 7.4.1:

7.4.1 If BEN & JERRY'S desires the scooping of Products at an Off- Premises Activity in the Territory of OPERATOR, BEN & JERRY'S shall send [OPERATOR/the Catering Entity] a "Request for Notice." If BEN & JERRY'S sends [OPERATOR/the Catering Entity] a Request for Notice and [OPERATOR/the Catering Entity] desires to scoop Products at such Off-Premises Activity, [OPERATOR/the Catering Entity] must send BEN & JERRY'S a signed "Notice of Intent to Scoop" within five (5) business days after receipt by [OPERATOR/the Catering Entity] of such Request for Notice and [OPERATOR/the Catering Entity] must submit to BEN & JERRY'S proof of authorization to scoop Products at such Off-Premises Activity in accordance with the Manual or other writing. If the Catering Entity does not send BEN & JERRY'S a signed Notice of Intent to Scoop within five (5) business days after the date of receipt by [OPERATOR/the Catering Entity] of the Request for Notice or if [OPERATOR/the Catering Entity] does not submit proof of authorization to scoop at such Off-Premises Activity in accordance with the Manual or other writing, [OPERATOR/the Catering Entity] shall be deemed to have

waived [OPERATOR'S/the Catering Entity's] right to scoop Products at such Off-Premises Activity. If [OPERATOR/the Catering Entity] waives the right to scoop Products at any Off-Premises Activity, BEN & JERRY'S may sell scooped or other Products, or may grant another operator the right to sell scooped or other Products, at such Special Event. (The requirement in this Section 7.2.3 that BEN & JERRY'S provide a "Request for Notice" only applies if BEN & JERRY'S desires, either itself or through others, to sell scooped Products at an Off-Premises Activity within the Territory; this requirement does not apply to the sale of non-scooped Products, which BEN & JERRY'S has the right to sell within or outside of the Territory of OPERATOR pursuant to Section 1.4.6)

9. Section 7.4.2 of the Franchise Agreement shall be deleted and shall be replaced by the following Section 7.4.2:

7.4.2 If [OPERATOR/the Catering Entity] desires to sell or scoop Products at an Off-Premises Activity [or through Mobile Vending] located outside the Territory of OPERATOR, [OPERATOR/the Catering Entity] must submit a written request to BEN & JERRY'S in accordance with the Manual or other writing, for the prior approval of BEN & JERRY'S. In the event that BEN & JERRY'S grants permission (which Ben & Jerry's has the absolute right to grant or deny) for [OPERATOR/the Catering Entity] to sell Products (whether scooped and/or other Products) at an Off-Premises Activity or through Mobile Vending located outside the Territory of OPERATOR, such permission may be conditioned on such requirements as BEN & JERRY'S determines are appropriate (including those set forth in Section 7.4.1 above), and may be revoked by BEN & JERRY'S at any time upon thirty (30) days' notice.

9. Section 7.18 of the Franchise Agreement shall be deleted and shall be replaced by the following Section 7.18:

7.18 Without limiting the requirements of Section 18.1, the day-to-day operations of the Scoop Shop shall be under the direct supervision of OPERATOR or a manager of OPERATOR who has satisfactorily completed Scoop U Training. In addition, the Authorized Warehouse shall be under the direct supervision of the OPERATOR [, or a manager of the Catering Entity who has successfully completed Scoop U training (which training may have been completed in relation to the Scoop Shop prior to the signing of the Warehouse Addendum)]**.** OPERATOR shall maintain a competent, conscientious, trained staff, including a fully-trained manager (who may be OPERATOR) and if OPERATOR has multiple Scoop Shops, a fully-trained manager for each Scoop Shop and associated Authorized Warehouse, as applicable. OPERATOR, with regard to the Scoop Shop, the Authorized Warehouse [, and the Catering Entity] shall each take such steps as are necessary to ensure that its employees preserve good customer relations; render competent, prompt, courteous, and knowledgeable service; maintain and utilize a telephone or answering service that is responsive to all inquiries related to the business, including requests for Off-Premises Activities [and/or Mobile Vending], cakes and operating hours; and meet such minimum standards as BEN & JERRY'S may establish from time to time in the Manual or otherwise in writing. OPERATOR [, the Catering Entity] and its [their] employees shall handle all customer complaints, refunds, returns, and other adjustments in a manner that will not detract from the name and goodwill of BEN & JERRY'S.

OPERATOR will use the system designed by BEN & JERRY'S for training employees. OPERATOR shall be solely responsible for all employment decisions and functions of the Scoop Shop, including those related to hiring, firing, wage and hour requirements, recordkeeping, supervision, and discipline of employees. [OPERATOR/The Catering Entity] is solely responsible for all employment decisions and functions relating to the operation of the Authorized Warehouse, including those related to hiring, firing, wage and hour requirements, recordkeeping, supervision, and discipline of employees.

Marketing and Promotion

[Note: The following Sections 10 and 11 are only to be used if there is a Catering Entity; these provisions are covered in the Franchise Agreement for Operator.]

10. Section 12 of the Franchise Agreement shall be amended by the addition of the following Section 12.10:

12.10 The Catering Entity shall pay Advertising Obligations under the Franchise Agreement as described in Sections 12.1 and 12.3 of this Agreement.

11. Section 12.8 of the Franchise Agreement shall be amended by the addition of the following Section 12.8.5:

12.8.5 The Catering Entity shall not establish [or continue to maintain] a separate Website or register any domain name that displays or uses the Proprietary Marks or any marks confusingly similar thereto, or that refers to this Agreement, the Products, BEN & JERRY'S or the System. If the Catering Entity registers any domain name in violation of this subsection, in addition to all other rights and remedies of BEN & JERRY'S under this Agreement, BEN & JERRY'S shall have the right, but not the obligation, to require the Catering Entity to transfer any such registration(s) to BEN & JERRY'S or its designee, at the Catering Entity's expense.

Insurance

12. Section 13 of the Franchise Agreement shall be amended by the addition of the following Sections 13.5 through 13.7:

13.5 [OPERATOR/The Catering Entity] shall procure and maintain in full force and effect at all times during the term of this Agreement, at [OPERATOR's/the Catering Entity's] expense, an insurance policy or policies protecting [the Catering Entity], OPERATOR, and BEN & JERRY'S against any demand or claim with respect to personal injury, death, or property damage, or any loss, liability, or expense whatsoever arising or occurring upon or in connection with providing Off-Premises Activities [and/or Mobile Vending] through the Authorized Warehouse, including comprehensive general liability insurance, property and casualty insurance, statutory workers' compensation insurance, product liability insurance and vehicle insurance. Such policy or policies shall reflect industry standards, shall be written by a responsible carrier or carriers acceptable to BEN & JERRY'S, shall name BEN & JERRY'S and its affiliates as additional insureds, and shall

provide at least the types and minimum amounts of coverage as are specified in the Manual, or as otherwise prescribed by BEN & JERRY'S in writing, as such may be modified by BEN & JERRY'S from time to time.

13.6 [OPERATOR's/The Catering Entity's] obligation to obtain and maintain the policy or policies in the amounts specified in the Manual or otherwise in writing shall not be limited in any way by reason of any insurance which may be maintained by BEN & JERRY'S, nor shall [OPERATOR's/the Catering Entity's] performance of that obligation relieve it of liability under the indemnity provisions set forth in Section 20.3 of this Agreement.

13.7 [OPERATOR/The Catering Entity] shall deliver to BEN & JERRY'S Certificates of Insurance evidencing the proper types and minimum amounts of coverage. [OPERATOR/The Catering Entity] shall also maintain Certificates of Insurance evidencing the proper types and minimum amounts of coverage for the Off-Premises Activities [and/or Mobile Vending] provided from the Authorized Warehouse. All Certificates shall expressly provide that no less than thirty (30) days' prior written notice shall be given to BEN & JERRY'S in the event of material alteration to or cancellation of the coverages evidenced by such Certificates.

Transfer

13. Section 14 of the Franchise Agreement shall be amended by the addition of the following section 14.13:

14.13 In accordance with the terms and conditions of the Franchise Agreement, the terms of the Warehouse Addendum cannot be transferred or assigned without the additional transfer of the Franchise Agreement itself and without the prior written consent of BEN & JERRY'S.

Termination

14. Section 15.4 of the Franchise Agreement shall be deleted and shall be replaced by the following Section 15.4: [Note: This paragraph is only to be used if there is a Catering Entity; otherwise, the Franchise Agreement provision remains the same.]

15.4 Except as otherwise provided in Sections 15.1, 15.2 and 15.3 of this Agreement, upon any other default by OPERATOR, or upon any default by the Catering Entity of this Agreement, BEN & JERRY'S may terminate this Agreement by giving written notice of termination (in the manner set forth under Section 23 hereof) stating the nature of the default to OPERATOR and the Catering Entity at least thirty (30) days prior to the effective date of termination; provided, however, that OPERATOR or the Catering Entity may avoid termination by immediately initiating a remedy to cure such default, curing it to the satisfaction of BEN & JERRY'S, and by promptly providing proof thereof to BEN & JERRY'S within the thirty (30) day period. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement shall

terminate without further notice to OPERATOR or the Catering Entity, effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require.

15. Section 15 of the Franchise Agreement shall be amended by the addition of the following Section 15.6:

15.6 Should [OPERATOR/the Catering Entity] cease to provide Off-Premises Activities [and/or Mobile Vending] from the Authorized Warehouse, the Warehouse Addendum will no longer be in force and effect and the terms of the Franchise Agreement will revert to their original form without any modification.

16. Section 16 of the Franchise Agreement shall be amended by the addition of the following Section 16.10:

16.10 In the event that [OPERATOR/the Catering Entity] ceases to provide Off-Premises Activities [and/or Mobile Vending] services from the Authorized Warehouse:

16.10.1 [OPERATOR/The Catering Entity] shall immediately and permanently cease to use, in any manner whatsoever, the Authorized Warehouse for any purpose related to Ben & Jerry's or the Scoop Shop.

16.10.2 [OPERATOR/The Catering Entity] shall immediately cease use of any confidential methods, procedures, and techniques associated with the System, the Proprietary Mark "Ben & Jerry's" (including the identifying information necessary for deliveries) and all other Proprietary Marks and distinctive forms, slogans, signs, symbols, and devices associated with the System at the Authorized Warehouse. [OPERATOR/The Catering Entity] shall cease to use all stationery, email addresses, forms, products, and any other articles which incorporate or display the Proprietary Marks at the Authorized Warehouse, and [OPERATOR/the Catering Entity] shall immediately change the telephone number associated with the Authorized Warehouse, if different from the telephone number of the Scoop Shop.

16.10.3 In the event [OPERATOR/the Catering Entity] fails or refuses to comply with the requirements of this Section 16.10, BEN & JERRY'S shall have the right to enter upon the Authorized Warehouse, without being guilty of trespass or any other tort, for the purpose of making or causing to be made such changes as may be required, at the expense of [OPERATOR/the Catering Entity] which expense [OPERATOR/the Catering Entity] agrees to pay upon demand.

Full Time Best Efforts

17. Section 17.1 of the Franchise Agreement shall be deleted and shall be replaced by the following Section 17.1:

17.1 OPERATOR covenants that, during the term of this Agreement, except as otherwise approved in writing by BEN & JERRY'S, OPERATOR (or, if OPERATOR is other than an individual, an Owner) shall devote full time and best efforts to the management and operation of the Scoop Shop and the Authorized Warehouse. "Full time and best efforts" shall be as set forth by BEN & JERRY'S in the Manual or otherwise in writing, and shall constitute a minimum of 40 hours per week with certain additional availability to attend to issues that arise outside of normal business hours. OPERATOR will devote full time and best efforts to the management and operation of the business and must be present at the Scoop Shop or Authorized Warehouse for such minimum hours of each day that BEN & JERRY'S shall specify in the Manual or otherwise in writing and also be directly responsible for (i) marketing the Scoop Shop, Off-Premises Activities [and/or Mobile Vending]; (ii) customer service and customer relations; (iii) complying with the operation standards, the Manual and other directives in writing; and (iv) management of the staff. OPERATOR acknowledges and agrees that the success of the Scoop Shop, Off-Premises Activities [and/or Mobile Vending] and the System is dependent upon the marketing, solicitation, and sale of the Products under the System. To that end, OPERATOR shall use best efforts to: (1) maximize the sale of the Products in the Territory; (2) promote the Scoop Shop, Off-Premises Activities [and/or Mobile Vending]; and (3) implement recommendations from BEN & JERRY'S.

[Limited Liability/Corporate] Catering Entity [Note: If applicable.]

18. Section 18.1 of the Franchise Agreement shall be renumbered as Section 18.1.1 and the following Section 18.1.2 shall be added:

18.1.2 The [membership/ownership] interest of the Catering Entity shall be set forth on Exhibit A to the Warehouse Addendum. The Catering Entity shall immediately furnish BEN & JERRY's with an update to the information contained in Exhibit A upon any change, provided that nothing in this Section 18.1 shall waive or limit the terms of Section 14 regarding transfers. Additionally, the Catering Entity shall identify in Exhibit A an owner, who is acceptable to BEN & JERRY'S, to serve as the ["Designated Member"/"Designated Owner"] of the Catering Entity. The [Designated Member/Designated Owner] is, and at all times during the term of this Agreement, or during the time of the Warehouse Addendum, shall be an owner of at least twenty percent (20%) of the capital stock of the Catering Entity (on a fully diluted basis). The Catering Entity empowers the [Designated Member/Designated Owner] with the responsibility and decision-making authority regarding the provision of Off-Premises Activities [and/or Mobile Vending], and the operation of the Authorized Warehouse. OPERATOR acknowledges and agrees that BEN & JERRY'S shall have the right to rely upon the [Designated Member/Designated Owner] for such purposes. Additionally, OPERATOR shall not remove or replace the [Designated Member/Designated Owner] identified in **Exhibit A** without the prior written approval of BEN & JERRY'S.

Indemnification

19. Section 20 of the Franchise Agreement shall be amended by the addition of the following Section 20.4:

20.4 Nothing in this Agreement or Warehouse Addendum authorizes [OPERATOR/the Catering Entity] to make any contract, agreement, warranty, or representation on the behalf of BEN & JERRY'S, or to incur any debt or other obligation in the name of BEN & JERRY'S; and BEN & JERRY'S shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action; nor shall BEN & JERRY'S be liable by reason of any act or omission of [OPERATOR/the Catering Entity] in its provision of Off-Premises Activities [and/or Mobile Vending] for any claim or judgment arising therefrom against [OPERATOR/the Catering Entity] or BEN & JERRY'S. [OPERATOR/The Catering Entity] hereby waives all claims against BEN & JERRY'S for damages to property or injuries to persons arising out of the operation of Authorized Warehouse or the provision of Off-Premises Activities [and/or Mobile Vending]. [OPERATOR/The Catering Entity] shall indemnify and hold BEN & JERRY'S, and the officers, directors, and employees of BEN & JERRY'S (the "**Indemnitees**") harmless against any and all causes of action, claims, losses, costs, expenses, liabilities, litigation, damages or other expenses, including settlement costs and attorneys' fees (regardless of whether any of the foregoing is reduced to judgment), arising directly or indirectly from, as a result of, or in connection with the provision of Off-Premises Activities [and/or Mobile Vending] under this Agreement and Warehouse Addendum, including those alleged to be caused by the Indemnitees' negligence. [OPERATOR/The Catering Entity] agrees that with respect to any threatened or actual litigation, proceeding or dispute which could directly or indirectly affect any of the Indemnitees, the Indemnitees shall have the right, but not the obligation, to: (i) choose counsel, (ii) direct, manage and/or control the handling of the matter; and (iii) settle on behalf of the Indemnitees, and/or [OPERATOR/the Catering Entity], any claim against the Indemnitees at their sole option. All vouchers, canceled checks, receipts, receipted bills or other evidence of payments for any such losses, liabilities, costs, damages, charges or expenses of whatsoever nature incurred by any Indemnitee shall be taken as prima facie evidence of [OPERATOR'S/the Catering Entity's] obligation hereunder.

Notices

20. The current Section 23 of the Franchise Agreement shall be renumbered as Section 23.1, and the following Section 23.2 shall be added:

23.2 Any and all notices required or permitted under this Agreement with regard to the operation of the Authorized Warehouse, or the provision of Off-Premises Activities [and/or Mobile Vending] from the Authorized Warehouse shall be in writing and shall be personally served, mailed by certified mail, return receipt requested, or dispatched by overnight delivery envelope, to the respective parties at the following addresses, unless and until a different address has been designated by written notice to the other party:

Notices to BEN & JERRY'S: Ben & Jerry's Franchising, Inc.
35 Thompson Street
South Burlington, Vermont 05403-6828
Attn: Legal Department

Notices to OPERATOR: _____

_____
_____
Attn: _____

[Notices to the Catering Entity: _____
_____
_____
Attn: _____]

Notices shall be deemed to have been received as follows: by personal service – at the time of service; by overnight delivery service – on the next business day following the date on which the Notice was given to the overnight delivery service; and certified mail – three (3) days after the date of mailing.

Defaults

21. In the event of a default by OPERATOR with respect to the operation of the Authorized Warehouse, BEN & JERRY'S may immediately terminate the Warehouse Addendum and OPERATOR's rights hereunder. Any default under the Franchise Agreement shall constitute a default under the Warehouse Addendum. In the event of a default by OPERATOR under the Franchise Agreement, BEN & JERRY'S may terminate the Warehouse Addendum and OPERATOR's rights hereunder on the same grounds and in the same manner as provided in the Franchise Agreement. OPERATOR acknowledges and agrees that all other terms of the Franchise Agreement regarding default and termination, and obligations upon termination, shall apply with respect to the Authorized Warehouse.

Miscellaneous

22. **Lease Rider.** [OPERATOR/the Catering Entity] shall cause the lease rider, attached to this Warehouse Addendum as Exhibit B, to be signed by the landlord, to become an integral part of the lease for the Authorized Warehouse.

[23. **Acknowledgments.** OPERATOR [and the Catering Entity] acknowledge the following:

a. BEN & JERRY'S is exempt from registration in California pursuant to the California Franchise Investment Law, Section 31101;

b. OPERATOR has [and the Catering Entity have] received BEN & JERRY'S franchise disclosure document at least ten (10) business days prior to the signing of this Warehouse Addendum; and

c. Through this Warehouse Addendum, OPERATOR has [and the Catering Entity have] received information concerning the specific sections of the Franchise Agreement proposed to be modified at least ten (10) business days prior to its modification. In addition, OPERATOR acknowledges [and the Catering Entity acknowledge] that this Warehouse Addendum is being

offered to them on a voluntary basis, and that it does not substantially and adversely impact OPERATOR's rights and obligations with the Franchise Agreement; and

d. OPERATOR agrees [and the Catering Entity] agree that if they have not rescinded this Warehouse Addendum within ten (10) business days after its receipt, this Warehouse Addendum shall be binding upon the parties and shall be ratified and confirmed.][**Note: Section 23 only applicable if Authorized Warehouse will be in California.]**

23. **Release.** In consideration for BEN & JERRY'S entering into this Warehouse Addendum, OPERATOR [and the Catering Entity,] [its/their] direct and indirect officers and directors, owners, shareholders, partners, members, agents, representatives and their respective successors and assigns and all other persons acting on [its/their] behalf or claiming under [it/them] and all entities in which OPERATOR [and/or the Catering Entity] has(ve) or had an ownership interest (individually, collectively and in any combination, the "**Releasing Parties**") release and forever discharge BEN & JERRY'S, its current and former parents, subsidiaries, affiliates and related companies, and its and their respective current and former officers, directors, shareholders, owners, employees, predecessors, successors, attorneys, agents, representatives and assigns (the "**Released Ben & Jerry's Parties**"), from any and all suits, claims, controversies, rights, promises, debts, liabilities, demands, obligations, costs, expenses, actions, and causes of action, of every nature, character and description, in law or in equity, whether presently known or unknown, vested or contingent, suspected or unsuspected, related or unrelated to the Franchise Agreement, which any or all of the Releasing Parties now own or hold or have at any time heretofore owned or held, or may at any time own or hold, against any or all of the Released Ben & Jerry's Parties, arising prior to and including the date of this Warehouse Addendum (the "**Released Claims**"). OPERATOR [and the Catering Entity] represent and warrant that [it/they] [acknowledge/acknowledges] and agree that [it/they] may in the future learn of facts in addition to or different from those which [it/they] now [know/knows] or [believe/believes] to be true with respect to the subject matter of this paragraph, but that nonetheless, it is OPERATOR'S [and the Catering Entity's] intention to fully, finally and forever settle and release all of the Released Claims.

[The Releasing Parties also acknowledge that they are familiar with the provisions of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

The Releasing Parties, being aware of this code section, hereby expressly waive all rights thereunder as well as under any other statutes or common law principles of similar effect of any applicable jurisdiction, including, without limitation, California and/or jurisdictions of the Releasing Parties' residence(s) and location of the franchise.]**[Note: This indented section only applicable if Authorized Warehouse is in California.]**

24. **Authority.** Each party represents and warrants to the other parties that:

a. There are no agreements, court orders, or other legal obligations preventing such party from negotiating, entering into, or carrying out its responsibilities under this Warehouse Addendum;

b. The party has not, before signing this Warehouse Addendum, sold, transferred, or in any manner whatsoever assigned to any person whatsoever, any claim, right, or cause of action released under this Warehouse Addendum;

c. That any corporate party is in good standing in the jurisdiction of its formation, has the power to enter into this Warehouse Addendum, and has taken all necessary actions to authorize such action; and

d. The individual signing below is authorized to negotiate and sign this Warehouse Addendum on behalf of such party.

25. **Integration.**

a. This Warehouse Addendum constitutes the entire, full, and complete agreement between the parties concerning the subject matter hereof, and supersedes all prior agreements, no other representations having induced the parties to execute this Warehouse Addendum. This Warehouse Addendum may be amended only by written agreement signed by all of the parties.

b. This Warehouse Addendum constitutes an integral part of the Franchise Agreement between the parties hereto, and the terms of this Warehouse Addendum shall be controlling with respect to the subject matter hereof. Except as modified or supplemented by this Warehouse Addendum, the terms of the Franchise Agreement shall remain the same and are hereby ratified and confirmed.

c. In addition to the obligations set forth in this Warehouse Addendum, all provisions of the Franchise Agreement that, by their terms or implication, would be applicable to the Authorized Warehouse and the provision of Off-Premises Activities [and/or Mobile Vending], will also apply to the Authorized Warehouse and the provision of Off-Premises Activities [and/or Mobile Vending], and OPERATOR [and the Catering Entity] [agree/agrees] to comply with all such provisions in connection with the operation of the Authorized Warehouse and the provision of Off-Premises Activities [and/or Mobile Vending].

26. This Addendum shall not be binding on either party until it is executed by both parties. This Addendum may be executed in two or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument. Each party agrees that this Addendum and any other documents entered into in connection with this Addendum are signed when a party's signature is delivered either as an original handwritten signature or through electronic means. Electronic signatures are to be treated the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Warehouse Addendum on the date first noted above.

BEN & JERRY'S FRANCHISING, INC.

By:_____

Name:_____

Title:_____

Date:_____

_____

By:_____

Name:_____

Title:_____

Date:_____

_____, in his/her personal capacity

_____

Date:_____

_____**,** in his/her personal capacity

_____

Date:_____

[CATERING ENTITY]

By:_____

Name: _____

Title:_____

Date:_____

By:_____

Name: _____

Title:_____

Date:_____

Exhibit A
to
Warehouse Addendum

Authorized Warehouse: _____

[Note: the two charts below will be used if there is a Catering Entity.]

All of the Catering Entity's (i) owners of record and all beneficial owners of any class of voting securities or securities convertible into voting securities; and/or (ii) general and limited partners.

Name of [Member/Owner]	Address	Interest (%) (with description)

Designated [Member/Owner]: The following identifies the Catering Entity's Designated [Member/Owner] (as defined in Section 18 of this Warehouse Addendum):

Name and Title	Address	Interest (%) (with description)

Exhibit B
to
Warehouse Addendum

LEASE RIDER FOR AUTHORIZED WAREHOUSE

This lease rider (the "**Rider**") is made to that certain Lease (the "**Form Lease**") dated _____, 20__, by and between, _____, a(n) [resident of] [corporation organized under the laws of] [limited liability company organized under the laws of] _____ and having its principal place of business at _____ as Landlord and _____, a(n) [resident of] [corporation organized under the laws of] [limited liability company organized under the laws of] _____ and having its principal place of business at _____ as Tenant for the premises ("**Premises**") with an address of_____ in _____ (City), _____(State):

In the event of a conflict between the terms and conditions set forth within this Rider and the terms and conditions set forth in the Form Lease to which this Rider is attached, the terms and conditions set forth within this Rider shall govern and control.

1. **Permitted Use.** The Premises are leased to Tenant for the operation of a "Ben & Jerry's" warehouse location: warehouse for products, storage of catering supplies, general storage space, office space, parking for carts and truck(s), and such other uses as BEN & JERRY'S may approve in writing from time to time. Tenant shall not prepare any products for sale at the Premises, shall not provide Off-Premises Activities [and/or Mobile Vending] at or within the Premises, and Tenant shall not sell products to any customer at or within the Premises.

2. **Notices**. Copies of any demand letters, default notices or other similar notices of non-compliance ("**Notice**") sent by Landlord to Tenant shall also be sent to Ben & Jerry's Franchising, Inc. ("**Franchisor**") at the following address:

Ben & Jerry's Franchising, Inc.
35 Thompson Street
South Burlington, Vermont 05403-6828
Attention: Legal Department

3. **De-Identification**. Landlord and Tenant hereby acknowledge that any trademarked and/or logoed fixtures, supplies, inventory, or other trademarked and/or logoed materials (collectively "**Trade Dress Materials**") are the property of Franchisor and that in the event that Tenant is no longer providing Off-Premises Activities [and/or Mobile Vending] from the Premises, Tenant is obligated under the Franchise Agreement and Warehouse Addendum to take certain steps to de-identify the location, and may be required to return the Trade Dress Materials to Franchisor. Landlord agrees to cooperate fully with Franchisor in enforcing such provisions of the Franchise Agreement and Warehouse Addendum against Tenant, including allowing Franchisor, its employees and agents, upon five (5) days prior written notice, to enter and remove the Trade Dress Materials and any other materials bearing or displaying any marks, designs or logos of Franchisor. As between Franchisor and Landlord, Franchisor shall bear all costs and expenses of such de-

identification activities in the event it undertakes such work, as aforesaid, and shall repair any damage to the Premises caused as a result of such entry and de-identification activities taken by Franchisor. Tenant agrees that if Tenant fails to return the Trade Dress Materials promptly, Franchisor may cause all required de-identification to be completed at Tenant's sole cost and expense.

LANDLORD:	**TENANT:**
_____	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT H

TEST SHOP ADDENDUM
TO EXISTING FRANCHISE AGREEMENT

TEST SHOP ADDENDUM TO EXISTING
BEN & JERRY'S FRANCHISING, INC.
FRANCHISE AGREEMENT

THIS TEST SHOP ADDENDUM (the "**Addendum**") made and entered into on _____, 20__ (the "**Effective Date**"), by and between Ben & Jerry's Franchising, Inc., a Vermont corporation with its principal place of business at 35 Thompson Street, South Burlington, Vermont 05403-6828 ("**BEN & JERRY'S**"), and _____ ("**OPERATOR**").

BACKGROUND:

A. BEN & JERRY'S and OPERATOR have entered into a Franchise Agreement dated _____, _____ (the "**Franchise Agreement**") for the operation by OPERATOR of a Ben & Jerry's ice cream and frozen yogurt shop (the "**Scoop Shop**") located at _____.

B. In connection with, and in addition to, operating the Scoop Shop, OPERATOR wishes to obtain the right to operate, for the limited period of time, a "Ben & Jerry's" scooping shop or station, as approved by BEN & JERRY'S, to be located at _____ (the "**Approved Location**"), for the purpose of more fully exploring the potential of that location as an additional franchised Ben & Jerry's Scoop Shop for an extended period (the "**Test Shop**").

C. OPERATOR understands and acknowledges the importance of the high standards of BEN & JERRY'S for quality, cleanliness, appearance, and service and the necessity of operating the Test Shop in conformity with the BEN & JERRY'S standards and specifications for developing and operating the Test Shop.

D. All capitalized terms not otherwise defined in this Addendum shall have the same meaning as in the Franchise Agreement.

NOW, THEREFORE, the parties agree as follows:

1. GRANT

1.1 BEN & JERRY'S hereby grants to OPERATOR, on the terms and conditions contained in this Addendum, as well as the terms and conditions contained in the Franchise Agreement, the right, and OPERATOR undertakes the obligation, to operate the Test Shop under the System, as well as under the Proprietary Marks designated by BEN & JERRY'S for use under the System.

1.2 OPERATOR understands and acknowledges that the rights granted under this Addendum are non-exclusive, and that BEN & JERRY'S reserves all rights for itself,

including without limitation, the rights to own, acquire, establish, supply, and/or operate and license others to establish and operate any business, including businesses that scoop, sell and/or distribute the Products and other goods under any proprietary marks (including the Proprietary Marks) at any location, notwithstanding the proximity of such locations to the Test Shop and the Approved Location; provided, however, this Addendum shall not modify or alter OPERATOR's rights under the Franchise Agreement within the Territory.

2. ESTABLISHMENT AND OPERATION OF THE TEST SHOP

2.1 OPERATOR agrees to: (i) either purchase a merchandising unit that meets BEN & JERRY'S specifications, or to design and construct an in-line structure in accordance with design plans and specifications approved by BEN & JERRY'S and the terms of the Franchise Agreement; and (ii) purchase signage for the Test Shop as specified by BEN & JERRY'S. OPERATOR acknowledges and agrees that any signage utilizing the Proprietary Marks or BEN & JERRY'S signature graphics and artwork that has been prepared by BEN & JERRY'S or purchased from BEN & JERRY'S or its suppliers is solely for use at the Test Shop, and OPERATOR is specifically prohibited from selling, transferring, assigning, or otherwise disposing of such items, or using such items, for any other purpose.

2.2 OPERATOR shall offer and sell the Products from the Test Shop only: (a) at the Approved Location; and (b) to retail customers for personal consumption. OPERATOR shall not sell any products at or from the Test Shop other than the Products listed in Exhibit A, or as otherwise approved in writing by BEN & JERRY'S. BEN & JERRY'S may from time to time revoke its approval for OPERATOR to offer and sell from the Test Shop particular Products if BEN & JERRY'S determines, in its sole discretion, that such Products no longer meet the standards of BEN & JERRY'S or are appropriate for sale from the Test Shop. Upon receipt of written notice of such revocation, OPERATOR shall cease to sell any disapproved Product at or from the Test Shop. OPERATOR shall not sell any Products to any party(ies) for resale without BEN & JERRY'S prior written consent.

2.3 OPERATOR shall prepare and sell the Products in strict compliance with the quality control standards specified in the Manual and any other written materials from BEN & JERRY'S.

2.4 OPERATOR shall permit BEN & JERRY'S and its agents to inspect the Test Shop, which may include entering upon the premises where the Products sold at the Test Shop are stored, at any time during normal business hours, to determine compliance with the Manual and BEN & JERRY'S standards. OPERATOR shall cooperate with representatives of BEN & JERRY'S in all inspections by rendering such assistance as BEN & JERRY'S may reasonably request. Failure to comply with the Manual and standards and/or failure of any inspection shall be, at the discretion of BEN & JERRY'S, grounds for immediate termination. If OPERATOR fails any inspection and BEN & JERRY'S determines that a re-inspection is required, OPERATOR shall reimburse BEN & JERRY'S

for the travel expenses of the representative of BEN & JERRY'S incurred during any subsequent inspection to ensure all deficiencies have been corrected.

2.5 In no way limiting the foregoing, OPERATOR agrees to comply with all provisions of the Manual and any written directives of BEN & JERRY'S applicable to the operation of the Test Shop.

3. TEST PERIOD

3.1 Unless sooner terminated, the term of this Addendum shall be from the Effective Date until _____, 20___ (the "**Test Expiration**").

3.2 If OPERATOR wishes to continue operating as a franchisee of BEN & JERRY'S at the Approved Location beyond the Test Expiration, OPERATOR shall give BEN & JERRY'S written notice, at least thirty (30) days prior to the Test Expiration, of OPERATOR's desire to continue the operations of the Test Shop and to enter into a separate Franchise Agreement for such purposes. OPERATOR acknowledges and agrees that BEN & JERRY'S agreement for OPERATOR to establish the Test Shop pursuant to this Addendum is not intended, and shall not be construed as, any indication or promise that BEN & JERRY'S will approve a request by OPERATOR to continue operating beyond the Test Expiration, or serve as any other indication that the Approved Location will be a suitable site for a permanent "Ben & Jerry's" scoop shop.

3.3 If BEN & JERRY'S agrees to allow OPERATOR to continue to operate the Test Shop, on a non-test basis, then as a condition for doing so, OPERATOR shall execute the then-current form of franchise agreement offered by BEN & JERRY'S, which shall supersede this Addendum in all respects, and the terms of which may differ from the terms of this Agreement including requirements to pay an initial franchise fee (subject to the credit described in Section 4.1 below), a higher royalty fee, and a marketing contribution.

4. FEES

4.1 In consideration of the franchise granted herein, OPERATOR has, upon execution of this Addendum, paid to BEN & JERRY'S an initial test fee of two thousand five hundred dollars ($2,500), receipt of which is hereby acknowledged, which is earned and non refundable in consideration of administrative and other expenses incurred by BEN & JERRY'S in entering into this Agreement. If, prior to or upon the Test Expiration, OPERATOR and BEN & JERRY'S enter into a new Franchise Agreement for the Test Shop as described in Section 3.3 above, BEN & JERRY'S shall credit the initial test fee paid by OPERATOR toward the initial franchise fee due under such Franchise Agreement.

4.2 Each month during the term of this Addendum, OPERATOR shall pay BEN & JERRY'S a continuing royalty fee in an amount that will not exceed five percent (5.0%) of the Gross Sales (as defined in Section 4 of the Franchise Agreement) of the Test Shop during the prior month. All other terms of the Franchise Agreement regarding payment of royalties shall apply with respect to the Test Shop as well as the Scoop Shop.

4.3 OPERATOR shall maintain separate books and records for the operation of the Test Shop. OPERATOR may, however, submit its monthly royalty payments for the Test Shop together (*e.g.*, in the form of one check for each month) with OPERATOR'S royalty payments for the Scoop Shop for that same month, in the manner provided in the Franchise Agreement. OPERATOR shall comply with all reporting requirements relating to required expenditures and contributions of the Test Shop as set forth in the Franchise Agreement, and such reports and materials shall provide the required information relating to the operations of the Test Shop in a manner that separates and distinguishes it from the information relating to the operation of the Scoop Shop.

5. TRAINING

OPERATOR acknowledges and agrees that the Test Shop shall be operated by a manager of OPERATOR, who has attended and successfully completed to the satisfaction of BEN & JERRY'S the BEN & JERRY'S Scoop U program.

6. DEFAULTS

In the event of a default by OPERATOR with respect to the operation of the Test Shop, BEN & JERRY'S may immediately terminate this Addendum and OPERATOR's rights hereunder. Any default under the Franchise Agreement shall constitute a default under this Addendum. In the event of a default by OPERATOR under the Franchise Agreement, BEN & JERRY'S may terminate this Addendum and OPERATOR's rights hereunder on the same grounds and in the same manner as provided in the Franchise Agreement. OPERATOR acknowledges and agrees that all other terms of the Franchise Agreement regarding default and termination, and obligations upon termination, shall apply with respect to the Test Shop.

7. TRANSFER OF INTEREST

This Addendum is not assignable or transferable by OPERATOR, except with the prior written approval of BEN & JERRY'S as part of a simultaneous transfer of all interests in and to the Franchise Agreement and the Scoop Shop conducted in accordance with the Franchise Agreement. No sub-license or other delegation is permitted by OPERATOR.

8. INSURANCE

OPERATOR shall ensure that its casualty and liability insurance policies for the Scoop Shop cover the operations under this Addendum and shall name BEN & JERRY'S and its affiliates as additional insureds on such policies. At the request of BEN & JERRY'S, OPERATOR shall furnish certificates of insurance demonstrating compliance with this provision.

9. INDEMNIFICATION

OPERATOR acknowledges and agrees that all provisions of the Franchise Agreement regarding indemnification of BEN & JERRY'S and its affiliates by OPERATOR shall be fully applicable to the Test Shop and this Addendum, in addition to the Scoop Shop.

10. AFFIRMATION OF FRANCHISE AGREEMENT

Except as expressly provided herein, all of the terms and conditions of the Franchise Agreement shall remain in full force and effect and shall be wholly applicable to OPERATOR's operation of the Test Shop.

11. EXECUTION AND SIGNATURES

This Addendum shall not be binding on either party until it is executed by both parties. This Addendum may be executed in two or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument. Each party agrees that this Addendum and any other documents entered into in connection with this Addendum are signed when a party's signature is delivered either as an original handwritten signature or through electronic means. Electronic signatures are to be treated the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum on the date first above written.

_____	Ben & Jerry's Franchising, Inc.
OPERATOR	BEN & JERRY'S
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

Exhibit A to
Test Shop Addendum to
Ben & Jerry's Franchising, Inc.
Franchise Agreement

The following Products are approved for sale at the Test Shop: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Initial: _____ Date: _____
OPERATOR

Initial: _____ Date: _____
BEN & JERRY'S FRANCHISING, INC.

EXHIBIT I

DEVELOPMENT AGREEMENT



BEN & JERRY'S FRANCHISING, INC.

DEVELOPMENT AGREEMENT

TABLE OF CONTENTS

Section		Page
1.	GRANT	2
2.	TERM	4
3.	DEVELOPMENT OBLIGATIONS	4
4.	FRANCHISE FEES FOR SCOOP SHOP DEVELOPMENT	6
5.	DUTIES OF THE PARTIES	7
6.	DEFAULT AND TERMINATION	8
7.	TRANSFER OF INTEREST	10
8.	COVENANTS	10
9.	NOTICES	13
10.	PERMITS AND COMPLIANCE WITH THE LAWS	13
11.	CORPORATE OR PARTNERSHIP DEVELOPER	13
12.	INDEPENDENT CONTRACTOR AND INDEMNIFICATION	15
13.	APPROVALS AND WAIVERS	16
14.	WARRANTIES OF DEVELOPER	17
15.	ENTIRE AGREEMENT	17
16.	SEVERABILITY AND CONSTRUCTION	17
17.	APPLICABLE LAW	18
18.	ACKNOWLEDGMENTS	20

EXHIBIT A - DEVELOPMENT SCHEDULE AND FEE
EXHIBIT B - DEVELOPMENT AREA
EXHIBIT C - REFERENCE TO FRANCHISE AGREEMENT
EXHIBIT D - GUARANTEE, INDEMNIFICATION, AND ACKNOWLEDGMENT

TABLE OF DEFINED TERMS

Defined Term	Page
ADDITIONAL SHOP	6
ADR PROCESS	18
ANTI-TERRORISM LAWS	12
BEN & JERRY'S PRODUCTS	1
BEN & JERRY'S SHOPS	1
COMPETITIVE BUSINESS	11
COMPLAINANT	19
DEPOSIT AREA	2
DESIGNATED MEDIATOR	19
DEVELOPER	1
DEVELOPMENT AREA	2
DEVELOPMENT FEE	7
DEVELOPMENT SCHEDULE	2
EFFECTIVE DATE	1
EXISTING OPERATOR	6
FDD	5
FRANCHISE AGREEMENTS	2
INDEMNITEES	15
INSTITUTIONAL FACILITIES	3
NEW OPERATOR	7
NON-PROPRIETARY PRODUCTS	1
PRODUCTS	1
PROPRIETARY MARKS	1
RESPONDENT	19
SCOOP SHOPS	1
SEP	4
SYSTEM	1
TRANSFER	10

DEVELOPMENT AGREEMENT

THIS BEN & JERRY'S FRANCHISING, INC. DEVELOPMENT AGREEMENT (the "**Agreement**"), is made and entered into on the Effective Date (as set forth in **Exhibit A**), between **BEN & JERRY'S FRANCHISING, INC.**, a Vermont corporation, with its principal place of business at 35 Thompson Street, South Burlington, Vermont 05403-6828 ("**BEN & JERRY'S**"), and **DEVELOPER**. (as described in **Exhibit A**).

RECITALS:

A. BEN & JERRY'S and its affiliates, as the result of the expenditure of time, skill, effort, and money, have developed a distinctive system (the "**System**") relating to the establishment and operation of retail frozen dessert businesses, which operate at retail shops that display BEN & JERRY's interior and exterior trade dress ("**Ben & Jerry's Shops**"), and that are primarily engaged in the sale at the Ben & Jerry's Shop of Ben & Jerry's products including ice cream, ice milk, sorbet, frozen yogurt, frozen desserts, toppings, confections, novelties, fountain ingredients, and other food and beverages items, as well as proprietary gift products (the "**Ben & Jerry's Products**") and a limited selection of complementary and compatible products, including non-proprietary gift products, approved by BEN & JERRY'S (the "**Non-Proprietary Products**"), and which operate under the Proprietary Marks (as defined below).

B. The distinguishing characteristics of the System include, without limitation, distinctive exterior and interior design, decor, color schemes, fixtures, and furnishings; standards and specifications for products, equipment, materials, and supplies; uniform standards, specifications, and procedures for operations; procedures for inventory and management control; training and assistance; and marketing and promotional programs; all of which may be changed, improved, and further developed by BEN & JERRY'S from time to time.

C. The System is identified by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin as are now designated and may hereafter be designated by BEN & JERRY'S in writing for use in connection with the System including the mark "Ben & Jerry's" and other marks (the "**Proprietary Marks**").

D. BEN & JERRY'S operates and licenses others to operate various forms of Ben & Jerry's Shops offering both full and limited assortments of the Ben & Jerry's Products and Non-Proprietary Products (collectively, the "**Products**").

E. DEVELOPER desires to obtain certain development rights for the development of Ben & Jerry's Shops that will, in general, offer a full assortment of Products designated by BEN & JERRY'S ("**Scoop Shops**"), and other assistance provided by BEN & JERRY'S in connection therewith. Each of the Scoop Shops will operate under a Franchise Agreement (as defined in Section 1.1 below) for a ten (10) year term, unless a shorter term is approved by BEN & JERRY'S.

NOW THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other set forth in this Agreement, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, agree as follows:

1. GRANT

1.1 BEN & JERRY'S grants to DEVELOPER the right, and DEVELOPER undertakes the obligation, upon the terms and conditions set forth in this Agreement, to (a) enter into separate signed Franchise Agreements with BEN & JERRY'S (the "**Franchise Agreements**"), in the manner described in Section 3.5 below, for a specified number of Scoop Shops as set forth in **Exhibit A** to this Agreement (the "**Development Schedule**"), at specific locations to be designated in the Franchise Agreements, and (b) to use the Proprietary Marks and System solely in connection therewith. DEVELOPER and, as approved by BEN & JERRY'S, franchisee entities in which DEVELOPER owns a controlling interest, shall have the right to execute Franchise Agreements with BEN & JERRY'S for Scoop Shops to be developed under this Agreement. Failure by DEVELOPER to adhere to the Development Schedule shall constitute a default under this Agreement. Each Scoop Shop to be developed hereunder shall be located in the areas described in **Exhibit B** to this Agreement (each individual area is a "**Deposit Area**"), and shall be established and operated pursuant to a separate Franchise Agreement to be entered into between DEVELOPER and BEN & JERRY'S. The Deposit Areas shall, collectively, comprise the "**Development Area**;" provided, however, that as of the date on which a site for a Scoop Shop to be developed within a Deposit Area is approved by BEN & JERRY'S, as set forth in this Agreement, such Deposit Area shall cease to be part of the Development Area.

1.2 Except as otherwise provided in this Agreement (including the rights retained by BEN & JERRY'S and its affiliates as described in Section 1.3), during the term of this Agreement, and so long as DEVELOPER is in compliance with its obligations under this Agreement, BEN & JERRY'S shall not establish or operate, or license any person to establish or operate, a Ben & Jerry's Shop under the Proprietary Marks and System at any location within the Development Area.

1.3 BEN & JERRY'S and its affiliates retain the rights, among others, on any terms and conditions BEN & JERRY'S deem advisable, and without granting DEVELOPER any rights therein:

1.3.1 To acquire, be acquired by, own, establish and/or operate, and license others to establish and operate, businesses under the Proprietary Marks and the System at any location outside of the Development Area;

1.3.2 To own, acquire, establish, and/or license others to establish and operate businesses, including those under the Proprietary Marks, selling the Products at any location outside the Development Area;

1.3.3 To own, acquire, establish, and/or operate and license others to establish or operate businesses under the Proprietary Marks, including Ben & Jerry's Shops at limited purpose, limited access, seasonal, or captive audience facilities, and other types of institutional accounts (which include airports and other public transportation facilities, parks, stadiums,

business and industrial and military complexes, theaters, amusement centers, museums, educational facilities, hospitals, and art centers) (collectively, "**Institutional Facilities**") at any location within or outside the Development Area. BEN & JERRY'S shall provide written notice to DEVELOPER of its intent to establish, or license another to establish, a business under the Proprietary Marks at any such Institutional Facility within the Development Area, unless the foodservice rights at such Institutional Facility are held by the owner or a contract feeder, or in the reasonable judgment of BEN & JERRY'S are not readily available to independent operators. If, within thirty (30) days of such notice, DEVELOPER obtains or demonstrates its ability (in the reasonable judgment of BEN & JERRY'S) to obtain the right to establish a Scoop Shop at such Institutional Facility in lieu of the business proposed by BEN & JERRY'S, BEN & JERRY'S shall not unreasonably withhold its consent for DEVELOPER to establish such Scoop Shop at such Institutional Facility.

1.3.4 To own, acquire, establish and/or operate and license others to establish and operate, businesses under the Proprietary Marks, at any location within or outside the Development Area but which do not operate under the System and are not operating retail ice cream, sorbet frozen yogurt or other frozen dessert businesses (this provision in no way limits the rights reserved under Sections 1.3.3 above);

1.3.5 To acquire, own and/or operate, and license others to operate, businesses under other proprietary marks and other systems, whether such businesses are similar or different from the Scoop Shop, at any location within or outside the Development Area;

1.3.6 To give, donate or contribute to charitable and community organizations and events for fund raising and other events and use the Products for promotions and product demonstrations in the Development Area, and to offer Products for sampling by consumers and organizations for product testing, promotions and demonstrations in the Development Area; and

1.3.7 To sell or distribute, or license others to sell or distribute at, to and/or from any location or site (whether real or virtual and notwithstanding the proximity to the Development Area), any products (including any Products) whether or not under, in connection with or bearing any or all of the Proprietary Marks, and whether or not pre-packaged and whether sold or distributed for on-premises consumption, take out or delivery. By way of example only, and not in any way a limitation of the foregoing, this would include sales:

1.3.7.1 at, and/or to institutional facilities and other facilities serviced by contract feeders;

1.3.7.2 at, and/or from retail outlets (including supermarkets, groceries, mom & pops, gourmet shops, convenience stores, and food carts) and non-food retail stores (including warehouse clubs, drug stores, and book stores);

1.3.7.3 at, to and/or from restaurants, food stations, carts, kiosks, coffee shops, pizza and other delivery shops, food courts, convenience stores, and any place at or from which food for consumption is sold;

1.3.7.4 through Off-Premises Activities, On-Demand Sales and Mobile Vending (as such terms are defined in the Franchise Agreement) in the Development Area; and

1.3.7.5 through delivery, mail order, catalogue sales, direct mail, toll-free numbers, the Internet (e-commerce), third-party delivery services, and/or any other means of distribution, including through alternative channels or methods of distribution, whether existing now or in the future.

1.4 This Agreement is not a Franchise Agreement, and does not grant to DEVELOPER any right to use the Proprietary Marks or the System or to sell or distribute any Products.

1.5 DEVELOPER shall have no right under this Agreement to franchise others to use the Proprietary Marks or the System, or to sell, assign or otherwise transfer any portion of DEVELOPER's interest in the Development Area or its development rights under this Agreement.

2. TERM

Unless sooner terminated in accordance with the provisions of this Agreement, this Agreement shall commence on the date hereof and shall expire on the date upon which DEVELOPER is required to enter into a Franchise Agreement for the final Scoop Shop to be developed and opened pursuant to this Agreement.

3. DEVELOPMENT OBLIGATIONS

3.1 Recognizing that time is of the essence, DEVELOPER shall comply strictly with the Development Schedule. DEVELOPER acknowledges and agrees that the Development Schedule requires that DEVELOPER have executed and delivered Franchise Agreements for a cumulative number of Scoop Shops and opened a cumulative number of Scoop Shops within the time periods specified.

3.2 DEVELOPER agrees to locate and submit specific sites for Scoop Shops. DEVELOPER shall submit to BEN & JERRY'S a site evaluation package ("**SEP**"), in a form prescribed by BEN & JERRY'S, identifying each proposed site and describing the preliminary design, relevant demographic and cost factors concerning each site. BEN & JERRY'S shall have the right to require that DEVELOPER simultaneously submit SEPs for up to three (3) proposed sites. BEN & JERRY'S shall have ten (10) business days after receipt of a SEP from DEVELOPER to approve or disapprove each proposed site for each Scoop Shop. DEVELOPER must obtain written approval by BEN & JERRY'S of each proposed site, which will be in the form of a "**Site Authorization Notice**." DEVELOPER shall execute a lease that complies with the requirements set forth below, or a binding agreement to purchase each site within thirty (30) days of approval of each site by BEN & JERRY'S. Within seven (7) days after executing a lease or a binding purchase agreement for each site, DEVELOPER shall execute and deliver to BEN & JERRY'S the Franchise Agreement that shall be provided to DEVELOPER by BEN & JERRY'S for execution, which shall be the form of Franchise Agreement determined in accordance with Section 3.5 below.

3.3 If DEVELOPER will occupy the premises from which the Scoop Shop is operated under a lease or sublease, DEVELOPER shall, prior to the execution of the lease, submit the lease to BEN & JERRY'S for its review to ensure that the lease contains the conditions set forth in the Ben & Jerry's Lease Rider which may include, but are not limited to:

a. That the initial term of the lease, or the initial term together with renewal terms, shall be for ten (10) years, unless otherwise approved in writing by BEN & JERRY'S;

b. That the lessor consents to DEVELOPER'S use of such Proprietary Marks and initial signage as BEN & JERRY'S may prescribe for the Scoop Shop;

c. That the use of the premises be restricted solely to the operation of the Scoop Shop;

d. That the lessor provide to BEN & JERRY'S copies of any and all notices of default given to DEVELOPER under the lease; and

e. That BEN & JERRY'S have the right to enter the premises to make modifications necessary to protect the Proprietary Marks or the System or to cure any default under the Franchise Agreement.

3.4 DEVELOPER hereby acknowledges and agrees that approval by BEN & JERRY'S of a site does not constitute an assurance, representation or warranty of any kind, express or implied, as to the suitability of the site for the Scoop Shop or for any other purpose. Approval by BEN & JERRY'S of the site indicates only that BEN & JERRY'S believes the site complies with acceptable minimum criteria established by BEN & JERRY'S solely for its purposes as of the time of the evaluation. Both DEVELOPER and BEN & JERRY'S acknowledge that application of criteria that have been effective with respect to other sites and premises may not be predictive of potential for all sites and that, subsequent to approval by BEN & JERRY'S of a site, demographic and/or economic factors, such as competition from other similar businesses, included in or excluded from criteria used by BEN & JERRY'S could change, thereby altering the potential of a site. Such factors are unpredictable and are beyond the control of BEN & JERRY'S. BEN & JERRY'S shall not be responsible for the failure of a site approved by BEN & JERRY'S to meet DEVELOPER'S expectations as to revenue or operational criteria. DEVELOPER further acknowledges and agrees that its acceptance of a franchise for the operation of a Scoop Shop at the site is based on its own independent investigation of the suitability of the site.

3.5 The Franchise Agreement for the first Scoop Shop developed hereunder shall be in the form of the Franchise Agreement attached to the Franchise Disclosure Document ("**FDD**") provided to the Developer, and referenced in **Exhibit C**. The Franchise Agreement for each additional Scoop Shop developed hereunder shall be BEN & JERRY'S then-current form of Franchise Agreement, provided, however, that if, DEVELOPER is in full compliance with this Agreement and all Franchise Agreements and other agreements with BEN & JERRY'S and/or its affiliates at the time the parties enter into the Franchise Agreement, the Franchise Agreement shall be modified to provide for the royalty fee payable for the initial term of such franchise in an

amount that will not exceed five percent (5%) of Gross Sales (as defined in the applicable Franchise Agreement) for such Scoop Shop.

3.6 For each Scoop Shop required to be developed under the Development Schedule, DEVELOPER must demonstrate to BEN & JERRY'S its financial ability to open and operate the Scoop Shop, and must complete the pre-opening requirements set forth in the then-current Franchise Agreement.

3.7 DEVELOPER shall not be responsible for non-performance or delay in performance occasioned by causes beyond its control including, acts of civil or military authority, failure of civil or military authorities to act, strikes, acts of terrorism, lockouts, embargoes, insurrections, or Acts of God. If any delay occurs, any applicable time period hereunder shall be automatically extended for a period equal to the time lost; provided, however, that DEVELOPER shall make reasonable efforts to correct the reason for such delay and give BEN & JERRY'S prompt written notice of any such delay.

3.8 If DEVELOPER, during either (a) the term of this Agreement and DEVELOPER is in compliance with this Agreement and all other agreements with BEN & JERRY'S, and/or (b) within one (1) year from the date of DEVELOPER'S successful completion of the Development Schedule, wishes to obtain the right and obligation to develop one or more Scoop Shops, in addition to the number of Scoop Shops set forth in the Development Schedule (each an "**Additional Shop**"), DEVELOPER may apply to BEN & JERRY'S for such right and obligation. BEN & JERRY'S shall have the right, in its sole determination, but no obligation, to grant approval to DEVELOPER. The initial franchise fee for an Additional Shop shall be determined according to the schedule of initial franchise fees set forth in Section 4.1 below by considering such Additional Shop as a continuation of the Development Schedule. If the right and obligations with respect to a Additional Shop is granted during the term of this Agreement, this Agreement shall be amended accordingly. Any Additional Shop, and DEVELOPER'S rights and obligations with respect to the development and operation of each Additional Shop, shall be subject to all of the terms and conditions of this Agreement.

4. FRANCHISE FEES FOR SCOOP SHOP DEVELOPMENT

4.1 In consideration of the development rights granted herein, DEVELOPER shall pay to BEN & JERRY'S the following initial franchise fees for each Scoop Shop to be developed, as set forth in the Development Schedule in the following manner:

4.1.1 If, as indicated in Section 2 of **Exhibit A** to this Agreement, DEVELOPER is already a franchisee under the System prior to the time of execution of this Agreement ("**Existing Operator**"), then initial franchisee fees for each Scoop Shop to be developed under this Agreement shall be in the amounts and paid as follows:

First shop	$19,750
Second and additional shop	$16,000

4.1.2 If, as indicated in Section 2 to **Exhibit A** to this Agreement, DEVELOPER is not already a franchisee under the System prior to the execution of this Agreement ("**New Operator**"), then the initial franchisee fees for each Scoop Shop to be developed under this Agreement shall be in the amounts and paid as follows:

First shop	$39,500
Second and additional shop	$19,750

4.2 Upon execution of this Agreement, DEVELOPER shall pay a development fee as follows ("**Development Fee**"):

4.2.1 If DEVELOPER is an Existing Operator, the Development Fee shall be equal to $10,000 for the first Scoop Shop to be developed under this Agreement, in addition to $5,000 for each additional Scoop Shop specified in the Development Schedule.

4.2.2 If DEVELOPER is a New Operator, the Development Fee shall be equal to $15,000 for the first Scoop Shop to be developed under this Agreement, in addition to $7,500 for each additional Scoop Shop specified in the Development Schedule.

4.3 DEVELOPER acknowledges and agrees that the Development Fee is fully earned and nonrefundable in consideration of administrative and other expenses incurred by BEN & JERRY'S, even in the event that DEVELOPER does not enter into a Franchise Agreement for any Scoop Shop.

4.4 As to each Scoop Shop to be established in the Development Area under the Development Schedule, if DEVELOPER is in full compliance with this Agreement and all Franchise Agreements and any other agreement with Franchisor at the time DEVELOPER signs each Franchise Agreement, BEN & JERRY'S will credit the portion of the Development Fee that DEVELOPER paid for such Scoop Shop toward payment of the initial franchise fee (which amounts are set forth above) that is due for such Scoop Shop. DEVELOPER must pay to BEN & JERRY'S the balance of the initial franchise fee due for such Scoop Shop upon signing the Franchise Agreement for such Scoop Shop.

5. DUTIES OF THE PARTIES

5.1 BEN & JERRY'S shall furnish to DEVELOPER the following:

5.1.1 Such limited site selection assistance as BEN & JERRY'S may deem advisable; and

5.1.2 Such on-site evaluation as BEN & JERRY'S deems advisable following its review of the SEP as part of its evaluation of DEVELOPER'S request for site approval. BEN & JERRY'S shall not be obligated to conduct on-site evaluation and shall not provide on-site evaluation for any proposed site prior to BEN & JERRY'S receipt of the SEP and all

required information and materials. If on-site evaluation is deemed appropriate by BEN & JERRY'S, BEN & JERRY'S shall conduct on-site evaluations at no charge to DEVELOPER, provided, however, if BEN & JERRY'S is unable to complete a scheduled on-site evaluation as the result of any action or inaction of DEVELOPER, DEVELOPER shall reimburse BEN & JERRY'S for BEN & JERRY'S reasonable expenses, including the costs of travel, lodging, wages, and meals.

5.2 DEVELOPER shall adopt a fiscal year as specified by BEN & JERRY'S. DEVELOPER shall at DEVELOPER'S expense, submit to BEN & JERRY'S in the form prescribed by BEN & JERRY'S, true and complete copies of the following reports, financial statements and other data:

5.2.1 Within ninety (90) days after the end of each fiscal year of DEVELOPER, financial statements prepared and reviewed by an independent certified public accountant, showing the results of operations, including the balance sheet, income statement, and statement of cash flow prepared in accordance with generally accepted accounting principles recognized in the United States as consistently applied ("**Generally Accepted Accounting Principals**" or "**GAAP**") (and, for each, the supporting notes) for DEVELOPER;

5.2.2 Within ninety (90) days after the end of each quarter of DEVELOPER'S fiscal year, financial statements including balance sheets and income statements for such owners of DEVELOPER as specified by BEN & JERRY'S;

5.2.3 Within thirty (30) days after their filing, DEVELOPER'S federal tax return for each year during the term of this Agreement; and

5.2.4 Such other forms, reports, records, information, and data as BEN & JERRY'S may reasonably designate.

6. DEFAULT AND TERMINATION

6.1 DEVELOPER shall be deemed to be in default under this Agreement, and all rights granted to DEVELOPER herein shall automatically terminate without notice to DEVELOPER, if DEVELOPER shall become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by DEVELOPER or such a petition is filed against and not opposed by DEVELOPER; if DEVELOPER is adjudicated as bankrupt or insolvent; if a bill in equity or other proceeding for the appointment of a receiver of DEVELOPER or other custodian for DEVELOPER'S business or assets is filed and consented to by DEVELOPER; if a receiver or other custodian (permanent or temporary) of DEVELOPER'S assets or property, or any part of the Development Agreement, is appointed by any court of competent jurisdiction; if proceedings for a composition with creditors under any state or federal law should be instituted by or against DEVELOPER; if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed); if DEVELOPER is dissolved; if execution is levied against DEVELOPER'S business or property; if suit to foreclose any lien or mortgage against any asset of DEVELOPER or DEVELOPER'S Scoop Shops is instituted against DEVELOPER and not dismissed within thirty (30) days; or if any asset of

DEVELOPER or of DEVELOPER'S Scoop Shops shall be sold after levy thereupon by any sheriff, marshal, or constable.

6.2 Upon the occurrence of any of the following events of default or upon any breach of any of the covenants listed in Section 8 of this Agreement, BEN & JERRY'S may, at its option, terminate this Agreement and all rights granted hereunder, without affording DEVELOPER any opportunity to cure the default, effective immediately upon the provision of notice to DEVELOPER (in the manner provided under Section 9 of this Agreement):

6.2.1 If the Franchise Agreement for any Scoop Shop operated by DEVELOPER (or a person or entity affiliated with DEVELOPER) is terminated; and

6.2.2 If DEVELOPER or any of its owners of a beneficial interest in DEVELOPER commits, is convicted of, pleads guilty or "nolo contendere" to a felony, a crime involving moral turpitude, or any other act, crime, or offense that BEN & JERRY'S believes is injurious to the System, the Proprietary Marks, the Products, the goodwill associated therewith.

6.3 Except as otherwise provided in Sections 6.1 and 6.2, above, if DEVELOPER fails to comply with any material term and condition of this Agreement, or fails to comply with the terms and conditions of any Franchise Agreement or development agreement between DEVELOPER (or a person or entity affiliated with or controlled by DEVELOPER) and BEN & JERRY'S, such action shall constitute a default under this Agreement. Upon the occurrence of any such default, BEN & JERRY'S may terminate this Agreement by giving written notice of termination, stating the nature of such default to DEVELOPER at least thirty (30) days prior to the effective date of termination; provided, however, that DEVELOPER may avoid termination by immediately initiating a remedy to cure such default, curing it to BEN & JERRY'S satisfaction, and by promptly providing proof thereof to BEN & JERRY'S within the thirty (30) day period. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement and all rights granted hereunder (including the right to develop new Scoop Shops) will terminate without further notice to DEVELOPER effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require.

6.4 Upon termination or expiration of this Agreement, all rights granted hereunder to DEVELOPER shall terminate and DEVELOPER shall have no right to establish or operate any Scoop Shop for which a Franchise Agreement has not been executed by BEN & JERRY'S at the time of termination. Thereafter, BEN & JERRY'S shall be entitled to establish, and to franchise others to establish, Scoop Shops in the Development Area, except as may be otherwise provided under any Franchise Agreement that has been executed between BEN & JERRY'S and DEVELOPER.

6.5 No default under this Agreement shall constitute a default under any Franchise Agreement between the parties hereto.

6.6 No right or remedy herein conferred upon BEN & JERRY'S is exclusive of any other right or remedy provided or permitted by law or equity.

6.7 If DEVELOPER fails to cure a default within any applicable notice period, or if this Agreement is terminated as a result of DEVELOPER'S default, DEVELOPER shall pay to BEN & JERRY'S all damages, costs and expenses, including late fees, collection fees, interest at one and one-half percent (1.5%) per month, or the highest permissible rate, and reasonable investigation and attorney's fees incurred by BEN & JERRY'S as a result of any such default or termination. All such interest, damages, costs and expenses may be included in and form part of the judgment awarded to BEN & JERRY'S in any proceedings brought by BEN & JERRY'S against DEVELOPER.

7. TRANSFER OF INTEREST

7.1 BEN & JERRY'S shall have the right to transfer or assign all or any part of its rights or obligations herein to any person or legal entity, and any designee of BEN & JERRY'S shall have the right to transfer or assign this Agreement and all or any part of its rights or obligations herein to any person or legal entity, and any designated assignee of BEN & JERRY'S shall become solely responsible for all obligations of BEN & JERRY'S under this Agreement from the date of assignment.

7.2 DEVELOPER understands and acknowledges that BEN & JERRY'S has granted this Agreement in reliance on the business skill, financial capacity, and personal character of DEVELOPER or the owners of DEVELOPER. Accordingly, neither DEVELOPER, nor any individual, partnership, corporation, limited liability company, or other legal entity that directly or indirectly owns any interest in DEVELOPER or in the assets of DEVELOPER'S businesses, shall sell, assign, transfer, convey, give away, pledge, mortgage, or otherwise encumber ("**Transfer**") any direct or indirect interest in this Agreement, DEVELOPER (including any direct or indirect interest in a corporate or partnership DEVELOPER) or in all or substantially all of the assets of DEVELOPER'S businesses (including any Scoop Shop directly or indirectly owned by DEVELOPER, DEVELOPER'S shareholders, owners, or subsidiaries of DEVELOPER) without the prior written consent of BEN & JERRY'S. Any purported assignment or Transfer without the written consent of BEN & JERRY'S shall be null and void and shall constitute a material breach of this Agreement for which BEN & JERRY'S may immediately terminate this Agreement without opportunity to cure.

7.3 DEVELOPER understands and acknowledges that it shall be reasonable for BEN & JERRY'S to condition its consent to a Transfer on, among other factors: (i) the requirement that the proposed Transfer under this Agreement is to be made in conjunction with a simultaneous transfer of all comparable interests held by the transferor under all the Franchise Agreements executed pursuant to this Agreement; and (ii) satisfaction by DEVELOPER or its affiliates of any or all of the conditions and requirements for transfers set forth in form of the Franchise Agreement that BEN & JERRY'S deems applicable to a proposed transfer under this Agreement.

8. COVENANTS

8.1 DEVELOPER specifically acknowledges that, pursuant to this Agreement, DEVELOPER will receive valuable, specialized training and confidential information, including information regarding site selection, methods and techniques of BEN & JERRY'S and the

System. DEVELOPER covenants that during the term of this Agreement, except as otherwise approved in writing by BEN & JERRY'S, DEVELOPER shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, affiliates, partnership, corporation, or other entity:

8.1.1 Divert or attempt to divert any present or prospective business or customer of any shop under the System to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with BEN & JERRY'S (or any of its affiliates), the Products, the Proprietary Marks or the System; or

8.1.2 Own, maintain, operate, engage in, be employed by, provide any assistance to, or have any more than a one percent (1%) interest in (as owner or otherwise) any business that is significantly engaged in the sale of ice cream, sorbet frozen yogurt and/or other frozen dessert items provided, however, that this provision shall not apply to the operation by DEVELOPER of any business under the System with a Franchise Agreement with BEN & JERRY'S. A business will be considered to be significantly engaged in the sale of ice cream, sorbet, frozen yogurt and/or other frozen dessert items if twenty percent (20%) or more of its Gross Sales (as defined in the Franchise Agreement) in any month are from ice cream, sorbet frozen yogurt and/or other frozen dessert items (a "**Competitive Business**").

8.2 DEVELOPER covenants that, except as otherwise approved in writing by BEN & JERRY'S, DEVELOPER shall not, for a continuous uninterrupted period of two (2) years commencing upon the date of: (a) a permitted transfer under the Development Agreement; (b) expiration of the Development Agreement; (c) termination of the Development Agreement (regardless of the cause for termination); (d) a final order of a duly authorized arbitrator, panel of arbitrators, or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to enforcement of this Section 8; or (e) any or all of the foregoing; either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, affiliate, partnership, corporation or other entity, own, maintain, operate, engage in, be employed by, provide assistance to, or have any interest in (as owner or otherwise) any business that is significantly engaged in the sale of ice cream, sorbet, frozen yogurt and/or other frozen dessert items; and is, or is intended to be, located in the Development Area, within a five (5) mile radius of the Development Area or of any Scoop Shop operating under the System; provided, however, that this provision shall not apply to the operation by DEVELOPER of any business under the System under a franchise with BEN & JERRY'S. Should there be a change in the law which would render this Section 8.2 inoperative, then the parties authorize any judge to make any and all changes to ensure that the restraints for both time and geography are within the scope of the law.

8.3 Sections 8.1.3 and 8.2 shall not apply to ownership by DEVELOPER of a less than one percent (1%) beneficial interest in the outstanding equity securities of any corporation which has securities registered under the Securities Exchange Act of 1934.

8.4 DEVELOPER shall not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, partnership, association, corporation, or limited liability company, any confidential information, knowledge, or know-how

which may be communicated to DEVELOPER, or of which DEVELOPER may be apprised, by virtue of DEVELOPER'S operation under the terms of this Agreement. DEVELOPER shall divulge such confidential information only to such of its employees as must have access to the confidential information in connection with their employment. Any and all information, knowledge, know-how, techniques, and other data which BEN & JERRY'S designates as confidential shall be deemed confidential for purposes of this Agreement; provided, however, "confidential information" shall not include information which DEVELOPER can demonstrate came to its attention prior to disclosure thereof by BEN & JERRY'S, or which, at or after the time of disclosure by BEN & JERRY'S to DEVELOPER, had become or later becomes part of the public domain through publication or communication by others.

8.5 DEVELOPER understands and acknowledges that BEN & JERRY'S shall have the right to reduce the scope of any of DEVELOPER'S obligations under Sections 8.1 and 8.2, and that such modified provision shall be effective upon DEVELOPER'S receipt of written notice thereof.

8.6 DEVELOPER expressly agrees that the existence of any claims it may have against BEN & JERRY'S, whether or not arising from the Development Agreement, shall not constitute a defense to the enforcement by BEN & JERRY'S of the covenants in of this Section 8; provided, however, any claims DEVELOPER may have against BEN & JERRY'S may be brought in a separate proceeding. DEVELOPER agrees to pay all costs and expenses (including reasonable attorneys' fees) incurred by BEN & JERRY'S in connection with the enforcement of this Section 8.

8.7 At the request of BEN & JERRY'S, DEVELOPER shall obtain and furnish to BEN & JERRY'S executed covenants similar in substance to those set forth in of this Section 8 (including covenants applicable upon the termination of a person's relationship with DEVELOPER) from any or all of the following persons: (a) all officers, directors, and holders of a beneficial interest of one percent (1%) or more of the securities of DEVELOPER, and of any corporation directly or indirectly controlling, controlled by, or under common control with, DEVELOPER, if DEVELOPER is a corporation; and (b) the general partners and any limited partners (including any corporation, and the officers, directors, and holders of a beneficial interest of one percent (1%) or more of the securities of any corporation which controls, directly or indirectly, any general or limited partner), if DEVELOPER is a partnership. Every covenant required by of this Section 8.7 shall be in a form approved by BEN & JERRY'S, including specific identification of BEN & JERRY'S as a third-party beneficiary of such covenants with the independent right to enforce them.

8.8 DEVELOPER agrees to comply with and/or to assist BEN & JERRY'S to the fullest extent possible in BEN & JERRY'S efforts to comply with Anti-Terrorism Laws (as defined below). In connection with such compliance, DEVELOPER certifies, represents, and warrants that none of DEVELOPER's property or interests are subject to being "blocked" under any of the Anti-Terrorism Laws, and that DEVELOPER is not otherwise in violation of any of the Anti-Terrorism Laws. "**Anti-Terrorism Laws**" means Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, the USA Freedom Act, and all other present and future U.S. federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any governmental authority addressing or in any way relating to

terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by DEVELOPER, DEVELOPER'S employees, or any "blocking" of DEVELOPER's assets under the Anti-Terrorism Laws shall constitute grounds for immediate termination of this Agreement and any other agreement DEVELOPER have entered with BEN & JERRY'S or its affiliates in accordance with the termination provisions of this Agreement.

9. NOTICES

9.1 Any and all notices required or permitted under this Agreement shall be in writing and shall be personally served, mailed by certified mail, return receipt requested, or dispatched by overnight delivery envelope, to the respective parties at the following addresses, unless and until a different address has been designated by written notice to the other party:

Notices to BEN & JERRY'S:	Ben & Jerry's Franchising, Inc. 35 Thompson Street South Burlington, Vermont 05403-6828 Attn: Legal Department
Notices to DEVELOPER:	_____ _____ _____ _____

9.2 Notices shall be deemed to have been received as follows: by personal service – at the time of service; by overnight delivery service – on the next business day following the date on which the Notice was given to the overnight delivery service; and certified mail – three (3) days after the date of mailing.

10. PERMITS AND COMPLIANCE WITH THE LAWS

10.1 DEVELOPER shall comply with all federal, state and local laws, rules and regulations, and shall timely obtain any and all permits, certificates, or licenses necessary for the full and proper conduct of the business contemplated under this Agreement.

10.2 DEVELOPER shall notify BEN & JERRY'S in writing within five (5) days of the commencement or any action, suit or proceeding, and of the issuance of an order, writ, injunction, award, or decree of any court, agency or other government instrumentality, which may adversely affect the operation or financial condition of DEVELOPER and/or any Scoop Shop established under this Agreement.

11. CORPORATE OR PARTNERSHIP DEVELOPER

11.1 If DEVELOPER, or any successor to assignee of DEVELOPER, is a corporation or limited liability company, it shall comply with the following requirements:

11.1.1 DEVELOPER shall be newly organized and its charter shall at all times provide that its activities are confined exclusively to developing and operating Scoop Shops;

11.1.2 Copies of DEVELOPER'S Articles of Incorporation, Bylaws, and other governing documents, and any amendments thereto, including the resolution of the Board of Directors authorizing entry into this Agreement, shall be promptly furnished to BEN & JERRY'S;

11.1.3 DEVELOPER shall maintain stop-transfer instructions against the transfer on its records of any equity securities; and each stock certificate of DEVELOPER shall have conspicuously endorsed upon its face a statement in a form satisfactory to BEN & JERRY'S that it is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon assignments by this Agreement; provided, however, that the requirements of this Section shall not apply to a publicly-held corporation; and

11.1.4 DEVELOPER shall maintain a current list of all owners of record, members, and all beneficial owners of any class of voting securities or securities convertible into voting securities of DEVELOPER and shall furnish the list to BEN & JERRY'S upon request.

11.2 If DEVELOPER, or any successor to or assignee of DEVELOPER, is a partnership, it shall comply with the following requirements:

11.2.1 DEVELOPER shall furnish BEN & JERRY'S with a copy of its partnership as well as such other documents as BEN & JERRY'S may require, and any amendments thereto; and

11.2.2 DEVELOPER shall prepare and furnish to BEN & JERRY'S, upon request, a list of all general and limited partners in DEVELOPER.

11.3 DEVELOPER shall adopt a fiscal year as specified by BEN & JERRY'S. DEVELOPER shall at DEVELOPER'S expense, submit to BEN & JERRY'S in the form prescribed by BEN & JERRY'S, true and complete copies of the following reports, financial statements, and other data:

11.3.1 Within ninety (90) days after the end of each fiscal year of DEVELOPER, financial statements prepared and reviewed by an independent certified public accountant, showing the results of operations, including the balance sheet, income statement, and statement of cash flow (and, for each, the supporting notes) for DEVELOPER;

11.3.2 Within ninety (90) days after the end of each quarter of DEVELOPER'S fiscal year, financial statements including balance sheets and income statements for such owners of DEVELOPER as specified by BEN & JERRY'S;

11.3.3 Within thirty (30) days after their filing, DEVELOPER'S federal tax return for each year during the term of this Agreement; and

11.3.4 Such other forms, reports, records, information, and data as BEN & JERRY'S may reasonably designate.

12. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

12.1 DEVELOPER is an independent contractor. BEN & JERRY'S and DEVELOPER are completely separate entities and are not fiduciaries, partners, joint venturers, or agents of the other in any sense and neither shall have the power to bind the other. No act or assistance given by either party to the other pursuant to this Agreement or any Franchise Agreement shall be construed to alter the relationship. OPERATOR acknowledges that BEN & JERRY'S has no responsibility to ensure that the Scoop Shops are developed in compliance with all applicable laws, ordinance and regulations and that BEN & JERRY'S shall have no liability in the event the development of the Scoop Shops violates any law, ordinance or regulation. Neither this Agreement nor BEN & JERRY'S course of conduct is intended, nor may anything in this Agreement (nor BEN & JERRY'S course of conduct) be construed to state or imply that BEN & JERRY'S is the employer of DEVELOPER'S employees and/or independent contractors, nor vice versa.

12.2 During the term of this Agreement, DEVELOPER shall hold itself out to the public as an independent contractor. DEVELOPER agrees to take such action as may be necessary to do so, including exhibiting a notice of that fact in a conspicuous place in DEVELOPER'S offices the content of which BEN & JERRY'S reserves the right to specify.

12.3 Nothing in this Agreement authorizes DEVELOPER to make any contract, warranty, or representation on the behalf of BEN & JERRY'S, or to incur any debt or other obligation in the name of BEN & JERRY'S; and BEN & JERRY'S shall in no event assume liability (or joint liability) for, or be deemed liable (or jointly liable) hereunder as a result of, any such action; nor shall BEN & JERRY'S be liable (or jointly liable) by reason of any act or omission of DEVELOPER in connection with DEVELOPER'S or DEVELOPER'S employees operation of the business contemplated hereunder, or for any claim or judgment arising therefrom against DEVELOPER or DEVELOPER'S employees or BEN & JERRY'S. DEVELOPER hereby waives all claims against BEN & JERRY'S for damages to property or injuries to persons arising out of the operation of DEVELOPER'S business. DEVELOPER is solely responsible for and shall indemnify and hold BEN & JERRY'S and the officers, directors, and employees of BEN & JERRY'S ("**Indemnitees**") harmless against any and all causes of action, claims, losses, costs, expenses, liabilities, litigation, damages or other expenses (including settlement costs and attorneys fees) arising directly or indirectly from, as a result of, or in connection with DEVELOPER'S (or DEVELOPER'S employees') development of Scoop Shops and/or conduct under this Agreement, including (a) any labor and employment violations; (b) joint employer violations; and (c) those alleged to be caused by the Indemnitees' negligence. DEVELOPER agrees that, with respect to any threatened or actual litigation, proceeding or dispute that could directly or indirectly affect any of the Indemnitees, the Indemnitees shall have the right, but not the obligation, to: (i) choose counsel, (ii) direct, manage and/or control the handling of the matter; and (iii) settle, on behalf of the Indemnitees, any claim against the Indemnitees and/or DEVELOPER at their sole option. Such right to defense and indemnification will exist even if joint claims are brought, or if joint liability is imposed on BEN & JERRY'S by law. All vouchers, canceled checks, receipts, receipted bills or other evidence of payments for any such losses, liabilities, costs, damages, charges or expenses of whatsoever nature incurred by any Indemnitee shall be taken as prima facie evidence of DEVELOPER'S obligation hereunder.

13. APPROVALS AND WAIVERS

13.1 Whenever this Agreement requires the prior approval or consent of BEN & JERRY'S, DEVELOPER shall make a timely written request to BEN & JERRY'S therefor, and such approval or consent must be obtained in writing. Failure by BEN & JERRY'S to provide approval or consent in writing shall constitute a denial of the same.

13.2 BEN & JERRY'S makes no warranties or guarantees upon which DEVELOPER may rely, and assumes no liability or obligation to DEVELOPER, by providing any waiver, approval, consent, or suggestion to DEVELOPER in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefor.

13.3 No failure of BEN & JERRY'S to exercise any power reserved to it by this Agreement, or to insist upon strict compliance by DEVELOPER with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms of this Agreement, including any practice or action of BEN & JERRY'S in its dealings with any other party, shall constitute a waiver of the right of BEN & JERRY'S to demand exact compliance with any of the terms of this Agreement. Waiver by BEN & JERRY'S of any particular default of DEVELOPER shall not affect or impair the rights of BEN & JERRY'S with respect to any subsequent default of the same, similar, or different nature; nor shall any delay, forbearance, or omission of BEN & JERRY'S to exercise any power or right arising out of any breach or default by DEVELOPER of any of the terms, provisions, or covenants of this Agreement, affect or impair the right of BEN & JERRY'S to exercise the same, nor shall such constitute a waiver by BEN & JERRY'S of any right hereunder, or the right to declare any subsequent breach or default and to terminate this Agreement prior to the expiration of its term.

13.4 BEN & JERRY'S shall have the right to operate, develop and change the System in any manner that is not specifically precluded by this Agreement. Whenever BEN & JERRY'S reserves or is deemed to have reserved a right, option, or discretion in a particular area or where BEN & JERRY'S agrees or is deemed to be required to exercise its rights reasonably or in good faith, BEN & JERRY'S will satisfy its obligations whenever it exercises reasonable business judgment in making its decision or exercising its rights. A decision or action by BEN & JERRY'S will be deemed to be the result of reasonable business judgment, even if other reasonable or even arguably preferable alternatives are available, if BEN & JERRY'S is intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes a financial or other interest of BEN & JERRY'S and/or is adverse to DEVELOPER'S interests. Examples of items that will promote or benefit the System include enhancing the value of the Proprietary Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the System. BEN & JERRY'S reasonable business judgment shall not be subject to any limitation or review and neither DEVELOPER nor any third party (including a trier of fact), shall substitute its judgment for BEN & JERRY'S reasonable business judgment. If applicable law implies a covenant of good faith and fair dealing in this Agreement, BEN & JERRY'S and DEVELOPER agree that such covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement and that this Agreement grants BEN & JERRY'S the right to make decisions, take actions and/or

refrain from taking actions not inconsistent with DEVELOPER'S rights and obligations hereunder.

14. WARRANTIES OF DEVELOPER

14.1 BEN & JERRY'S entered into this Agreement in reliance upon the statements and information submitted to BEN & JERRY'S by DEVELOPER in connection with this Agreement. DEVELOPER represents and warrants that all such statements and information submitted by DEVELOPER in connection with this Agreement are true, correct and complete in all material respects. DEVELOPER agrees to promptly advise BEN & JERRY'S of any material changes in the information or statements submitted.

14.2 DEVELOPER represents and warrants to BEN & JERRY'S that neither DEVELOPER (including any and all of its employees, directors, officers and other representatives), or the funding sources for either is a person or entity designated with whom BEN & JERRY'S or any of its affiliates, are prohibited by law from transacting business.

15. ENTIRE AGREEMENT

15.1 This Agreement, the attachments hereto, and the documents referred to herein constitute the entire Agreement between BEN & JERRY'S and DEVELOPER concerning the subject matter hereof, supersedes any prior agreements, and no other representations having induced DEVELOPER to execute this Agreement. Except for those permitted to be made unilaterally by BEN & JERRY'S hereunder, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

15.2 Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require DEVELOPER to waive reliance on any representation that BEN & JERRY'S made in the most recent disclosure document (including its exhibits and amendments) that BEN & JERRY'S delivered to DEVELOPER or its representative, subject to any agreed-upon changes to the contract terms and conditions described in that disclosure document and reflected in this Agreement (including any riders or addenda signed at the same time as this Agreement.

16. SEVERABILITY AND CONSTRUCTION

16.1 If, for any reason, any section, part, term, provision, and/or covenant herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such determination shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms, provisions, and/or covenants of this Agreement as may remain otherwise intelligible; and the latter shall continue to be given full force and effect and bind the parties hereto; and said invalid portions, sections, parts, terms, provisions, and/or covenants shall be deemed not to be a part of this Agreement.

16.2 Any provision or covenant in this Agreement which expressly or by its nature imposes obligations beyond the expiration or termination of this Agreement (regardless of cause for termination), or transfer shall survive such expiration, termination, or transfer.

16.3 Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than DEVELOPER, BEN & JERRY'S, BEN & JERRY'S officers, directors, and employees, and such of DEVELOPER'S and BEN & JERRY'S respective successors and assigns, any rights or remedies under or by reason of this Agreement.

16.4 DEVELOPER expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law that is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court or agency having valid jurisdiction may hold to be unreasonable and unenforceable in an unappealed final decision to which BEN & JERRY'S is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court or agency order.

16.5 All captions in this Agreement are intended solely for the convenience of the parties, and no caption shall be deemed to affect the meaning or construction of any provision hereof. The word "including" shall be construed to include the words "without limitation." The term "DEVELOPER" is applicable to one or more persons, a corporation, limited liability company or a partnership and its owners, as the case may be. If two or more persons are at any time DEVELOPER hereunder, whether as partners, joint venturers or otherwise, their obligations and liabilities to DEVELOPER should be joint and several. Reference to a "controlling" interest in an entity shall mean more than fifty percent (50%) of the equity or voting control of such entity.

17. APPLICABLE LAW

17.1 This Agreement takes effect upon its acceptance and execution by BEN & JERRY'S, and shall be interpreted and construed exclusively under the laws of the State of Vermont, which laws shall prevail in the event of any conflict of law (without regard to, and without giving effect to, the application of the choice-of-law rules of such state); provided, however, that if any provision of this Agreement, including the covenants in Section 8 of this Agreement, would not be enforceable under the laws of the State of Vermont and the Development Area (or any portion of the Development Area) is outside of the State of Vermont, then that provision shall be interpreted and construed under the laws of the state in which the Development Area (or any portion of the Development Area) is located. Nothing in this Section 17 is intended by the parties to subject this Agreement to any franchise or similar law, rule, or regulation to which this Agreement would not otherwise be subject.

17.2 Except as otherwise provided in this Agreement, any claim or controversy arising out of or related to this Agreement (including any claim that the Agreement or any of its provisions is invalid, illegal, or otherwise voidable or void), the relationship between BEN & JERRY'S and DEVELOPER, or DEVELOPER'S operation of the Scoop Shop shall, as a condition to filing the legal action, first be subject to the alternative dispute resolution process ("**ADR Process**"). The ADR Process shall not be required by either BEN & JERRY'S or DEVELOPER with respect to (a) any claim or dispute involving actual or threatened disclosure or misuse of the confidential information of BEN & JERRY'S, (b) any claim or dispute involving the ownership, validity, or use of the Proprietary Marks, (c) any claim or dispute related to monies

owed to BEN & JERRY'S by DEVELOPER; d) any claim or dispute involving the insurance or indemnification provisions of this Agreement, or (e) any action to enforce the covenants set forth in Section 8 of this Agreement.

17.3 The ADR Process under this Section 17 is not intended to alter or suspend the rights or obligations of the parties under this Agreement or to determine the validity or effect of any provision of this Agreement, but is intended to furnish the parties an opportunity to resolve disputes amicably, expeditiously and in a cost-effective manner on mutually acceptable terms.

17.3.1 The ADR Process provided for hereunder shall be commenced by a party wishing to resolve a dispute (the "**Complainant**"). The Complainant shall initiate negotiation proceedings by sending a certified or registered letter to the party with whom dispute resolution is sought (the "**Respondent**") setting forth the particulars of the dispute, the term(s) of this Agreement (if any) that are involved, and a proposed resolution of the dispute. All aspects of the ADR Process shall be treated as confidential, shall not be disclosed to others, and shall not be offered or admissible in any other proceeding or legal action whatsoever.

17.3.2 The Respondent must respond within thirty (30) days of receipt with a written explanation and response to the proposed resolution.

17.3.3 If the dispute is not resolved through correspondence, then the Complainant and Respondent shall meet at a place determined by BEN & JERRY'S on at least one (1) occasion within sixty (60) days of receipt of the initial letter in an attempt to resolve the dispute.

17.3.4 If the Complainant and Respondent are unable to resolve the dispute within sixty (60) days of receipt of the initial letter (or within such extended period of time as the Complainant and Respondent shall agree upon in writing), the parties will then submit the dispute to non-binding mediation.

17.3.5 Non-binding mediation hereunder shall be conducted by a mediator (the "**Designated Mediator**") mutually agreeable to BEN & JERRY'S and DEVELOPER. The parties shall attempt to agree upon a mediator within one hundred and twenty (120) days of receipt of the initial letter or within sixty (60) days of any extended period as may be agreed upon by the parties in writing. If the parties are unable to mutually agree upon a mediator within this time period the Complainant may seek the appointment of a mediator through JAMS, Inc. (and if JAMS, Inc. is no longer operational, a comparable mediator service) and the procedure for selecting the mediator shall be those of JAMS, Inc. (or, if applicable, of the comparable mediation service) in effect at the time. The parties agree that in the event of the initiation of individual mediations involving the same or similar issues at or about the same time, BEN & JERRY'S shall have the option to determine that no Designated Mediator shall be a mediator in more than one of those mediations.

17.3.6 Non-binding mediation hereunder shall be concluded within sixty (60) days of the date the Designated Mediator is agreed upon in writing (or selected through JAMS, Inc. or the comparable mediation service) or such longer period as may be agreed upon by the parties in writing. All aspects of the mediation process shall be treated as confidential, shall not

be disclosed to others, and shall not be offered or admissible in any other proceeding or legal action whatsoever. Complainant and Respondent shall each bear its own costs of mediation, and each shall bear one-half the cost of the mediator, including any mediation service fees.

17.4 Any legal action brought by any party against the other in any forum or court, whether federal or state, shall be brought only within the judicial district in which BEN & JERRY'S has its principal place of business at the time the action or proceeding is initiated. Any such action shall be brought in federal court if federal court jurisdiction exists and, if it does not exist, then in state court. The parties agree that this Section 17.4 shall not be construed as preventing either party from removing an action from state to federal court. The parties hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision. Any such action shall be conducted on an individual basis, and not as part of a consolidated, common, representative, or class action.

17.5 **WAIVER OF JURY TRIAL: BEN & JERRY'S AND DEVELOPER IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO ANY CLAIM, INCLUDING ANY COUNTERCLAIMS, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.**

17.6 Any and all claims and actions arising out of or relating to this Agreement, the relationship of DEVELOPER and BEN & JERRY'S, DEVELOPER'S or BEN & JERRY'S actions in connection with this Agreement or DEVELOPER'S operation of a Scoop Shop, brought by either party hereto against the other, whether in mediation or a legal action, shall be commenced within one (1) year from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be barred.

17.7 **WAIVER OF PUNITIVE AND EXEMPLARY DAMAGES: BEN & JERRY'S AND DEVELOPER HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT**.

17.8 Nothing herein contained shall bar the right of either party to obtain, without invoking the ADR Process, injunctive relief against threatened conduct that will cause it loss or damages (including, but not limited to, those matters set forth in the second sentence of Section 17.2) under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

18. MISCELLANEOUS

18.1 DEVELOPER acknowledges that it has conducted an independent investigation of the business contemplated and recognizes that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon the ability of DEVELOPER (or, if DEVELOPER is a corporation or partnership, the ability of its principals)

as (an) independent businessperson(s), his/her active participation in the daily affairs of the business, market conditions, area competition, availability of product, quality of services provided as well as other factors, BEN & JERRY'S expressly disclaims the making of, and DEVELOPER acknowledges that it has not received, any warranty or guarantee, express or implied, as to the potential volume, profits, or success of the business venture contemplated by this Agreement.

18.2 DEVELOPER acknowledges that DEVELOPER received a copy of this Agreement, the exhibit(s) hereto and agreements relating hereto, if any, as well as a copy of BEN & JERRY'S current FDD at such time(s) as required by the applicable federal and state franchise laws and regulations.

18.3 DEVELOPER acknowledges that whenever the term "including" appears throughout this Agreement, the term shall necessarily have the meaning "including, without limitation," "including, but not limited to," and any variations thereto.

18.4 DEVELOPER acknowledges that it has read and understood the FDD, this Agreement, and the exhibits to this Agreement, and that BEN & JERRY'S has accorded DEVELOPER ample time and opportunity to consult with advisors of DEVELOPER'S own choosing about the potential benefits and risks of entering into this Agreement. DEVELOPER acknowledges that it has no knowledge of any representations by Franchisor, or anyone purporting to act on BEN & JERRY'S behalf, that are contrary to the statements made in the FDD or contrary to the terms of this Agreement.

18.5 DEVELOPER, for itself and on behalf of its affiliates and related entities, and their respective shareholders, officers, directors, limited liability company members, managers and employees, and their respective successors and assigns, and on behalf of the DEVELOPER'S Owners, hereby (i) releases and forever discharges BEN & JERRY'S, its parents, affiliates and related entities, and its and their respective current and former officers, directors, owners, shareholders, employees, agents, representatives and attorneys, and its and their respective successors and assigns, from any and all claims, demands and causes of action, whether known or unknown, of any kind or nature, vested or contingent, at law or in equity, arising prior to or on the Effective Date, and (ii) agrees that none of them will institute any litigation or other legal action or proceeding, at law or in equity, against BEN & JERRY'S, its parents, affiliates and related entities, and its and their respective current and former officers, directors, owners, shareholders, employees, agents, representatives and attorneys, and its and their respective successors and assigns, directly or indirectly, relating to any claim or demand released under this Section 18.5, provided, however, that this release and covenant not to sue shall not apply to any claim that arises under any applicable federal and state franchise laws, except to the extent that such claims may by law be released by this Agreement. DEVELOPER shall take whatever actions are necessary or appropriate to carry out the terms of this release and covenant not to sue upon BEN & JERRY'S request. This Section 18.5 shall survive the expiration or termination of this Agreement.

18.6 This Agreement shall not be binding on either party until it is executed by both parties. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument. Each party agrees that this Agreement and any other documents entered into in connection with this

Agreement are signed when a party's signature is delivered either as an original handwritten signature or through electronic means. Electronic signatures are to be treated the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

18.7 No Waiver or Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and Franchises that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

> No statement, questionnaire, or acknowledgment signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the Franchise.

IN WITNESS WHEREOF, each of the undersigned, as parties hereto, has duly executed this Agreement on the date first above written and agreed to be bound by the terms hereof.

_____	BEN & JERRY'S FRANCHISING, INC.
DEVELOPER	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
By: _____	
Name: _____	
Title: _____	

Exhibit A
to
Ben & Jerry's Franchising, Inc. Development Agreement

1. **DEVELOPER** (See first paragraph): _____, a [resident of] [corporation organized under the laws of] [limited liability company organized under the laws of] _____ and having its principal place of business at _____.

2. **Effective Date** (See first paragraph): _____ ____, 20__.

***** ***** *****

3. DEVELOPER shall have executed and delivered Franchise Agreements and shall have open and in operation _____(_____) Scoop Shops, within the Development Area in accordance with the following Development Schedule (Section 1.1):

Cumulative Number of Executed Franchise Agreements for Scoop Shops Within the Development Area	By this Date*
_____	_____, _____
_____	_____, _____
_____	_____, _____
_____	_____, _____
_____	_____, _____

*Notwithstanding any understanding to the contrary, DEVELOPER agrees and acknowledges that it cannot propose a site for its second (2nd) Scoop Shop until six (6) months have passed following the opening date of its first (1st) Scoop Shop.

4. DEVELOPER is *(check as applicable)* (Section 4.1):

☐ An Existing Operator under the System;

☐ A New Operator under the System.

5. The Development Fee is $ _____ (Section 4.2).

Initial:_____ Date:_____ Initial:_____ Date:_____
DEVELOPER BEN & JERRY'S FRANCHISING, INC.

Exhibit B
to
Ben & Jerry's Franchising, Inc. Development Agreement

Development Area

The Paragraphs below specify each of the Deposit Areas in which the Scoop Shops are to be developed. Together these Deposit Areas comprise the Development Area (Section 1.1) (The numbers listed below in this Exhibit are not intended to specify any order of development, and refer only to the number of Scoop Shops to be developed within each Deposit Area):

Deposit Area A - ___ Scoop Shop(s):_____

_____

_____ .

Deposit Area B - ___ Scoop Shop(s):_____

_____

_____ .

Deposit Area C - ___ Scoop Shop(s):_____

_____

_____ .

Deposit Area D - ___ Scoop Shop(s):_____

_____

_____ .

Deposit Area E - ___ Scoop Shop(s):_____

_____

_____ .

Deposit Area F - ___ Scoop Shop(s):_____

_____

_____ .

Initial:_____ Date:_____ Initial:_____ Date:_____
DEVELOPER BEN & JERRY'S FRANCHISING, INC.

Exhibit C
to
Ben & Jerry's Franchising, Inc. Development Agreement

Applicable Franchise Agreement

Please refer to the Franchise Agreement attached as Exhibit D to the Franchise Disclosure Document, Document Number 1631269689.2 dated 2026.

Exhibit D
to
Ben & Jerry's Franchising, Inc. Development Agreement

Guarantee, Indemnification, And Acknowledgment

As an inducement to Ben & Jerry's Franchising, Inc. ("**BEN & JERRY'S**") to execute the Development Agreement between BEN & JERRY'S and _____ ("**DEVELOPER**") dated _____, _____(the "**Agreement**"), and for other good and valuable consideration, the undersigned ("**GUARANTOR(S)**"), jointly and severally, hereby absolutely and unconditionally guarantee to BEN & JERRY'S and its successors and assigns that all of DEVELOPER'S obligations and duties under the Agreement will be punctually paid and fully performed.

Upon demand by BEN & JERRY'S, GUARANTOR(S) shall immediately make each payment and pay all other monetary obligations required of DEVELOPER under the Agreement. GUARANTOR(S) hereby waives any right to require BEN & JERRY'S to: (a) proceed against DEVELOPER for any payment required under the Agreement; (b) proceed against or exhaust any security from DEVELOPER; or (c) pursue or exhaust any remedy, including any legal or equitable relief, against DEVELOPER. Without affecting the obligations of GUARANTOR(S) under this Guarantee, BEN & JERRY'S may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of DEVELOPER, or settle, adjust, or compromise any claims against DEVELOPER. GUARANTOR(S) waives notice of amendment of the Agreement and notice of demand for payment by DEVELOPER, and agrees to be bound by any and all such amendments and changes to the Agreement.

WAIVER OF JURY TRIAL: BEN & JERRY'S AND DEVELOPER IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO ANY CLAIM, INCLUDING ANY COUNTERCLAIMS, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.

WAIVER OF PUNITIVE AND EXEMPLARY DAMAGES: BEN & JERRY'S AND DEVELOPER HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT.

GUARANTOR(S) hereby agrees to defend, indemnify, and hold BEN & JERRY'S harmless against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees, reasonable costs of investigation, and court costs, and arbitration fees and expenses) resulting from, consisting of, or arising out of or in connection with any failure by DEVELOPER to perform any obligation or duty of DEVELOPER under the Agreement, any amendment thereto, or any other agreement executed by DEVELOPER referred to therein.

Guarantor represents and warrants to BEN & JERRY'S that neither Guarantor (including any and all of its employees, directors, officers and other representatives), or the funding sources for either is a person or entity designated with whom BEN & JERRY'S or any of its affiliates are prohibited by law from transacting business.

This Guarantee shall terminate upon the termination or expiration of the Agreement, except that all obligations and liabilities of GUARANTOR(S) which arose from events which occurred on or before the effective date of such termination shall remain in full force and effect until satisfied or discharged by GUARANTOR(S), and all covenants which by their terms continue in force after the expiration or termination of the Agreement shall remain in force according to their terms. Upon the death of an individual GUARANTOR, the estate of such guarantor shall be bound by this Guarantee, but only for defaults and obligations hereunder existing at the time of death; and the obligations of the other GUARANTORS will continue in full force and effect.

Unless specifically stated otherwise, the terms used in this Guarantee shall have the same meaning as in the Agreement, and shall be interpreted and construed in accordance with the Agreement. All controversies, disputes, and claims related to this Guarantee shall be resolved in accordance with the provisions of the Agreement. This Guarantee shall be interpreted and construed under the laws of the State of Vermont. In the event of any conflict of law, the laws of Vermont shall prevail, without regard to, and without giving effect to, the application of the State of Vermont conflict of law rules. Nothing in this guarantee provision is intended by the parties to subject this guarantee provision to any franchise or similar law, rule, or regulation of the State of Vermont or of any other state to which it would not otherwise be subject.

Any and all notices required or permitted under this guarantee provision shall be in writing and shall be personally delivered, in the manner provided under Section 9 of this Agreement.

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee as of the date of the Agreement.

GUARANTORS

_____

_____

_____

EXHIBIT J

LEASE RIDER

BEN & JERRY'S
LEASE RIDER

This lease rider (the "**Rider**") is made to that certain Lease (the "**Form Lease**") dated _____, 20__, by and between, _____, a(n) [resident of] [corporation organized under the laws of] [limited liability company organized under the laws of] _____ and having its principal place of business at _____ as Landlord and _____, a(n) [resident of] [corporation organized under the laws of] [limited liability company organized under the laws of] _____ and having its principal place of business at _____ as Tenant for the Premises ("**Premises**") with an address of_____ in the _____ Shopping Center (the "**Shopping Center**") in _____ (City),_____(State):

In the event of a conflict between the terms and conditions set forth within this Rider and the terms and conditions set forth in the Form Lease to which this Rider is attached, the terms and conditions set forth within this Rider shall govern and control.

1. **Permitted Use**. The Premises are leased to Tenant for the operation of a "Ben & Jerry's" retail scoop shop primarily selling (i) various types of specialty ice cream, frozen yogurt, ice milk, sherbet and sorbet products, non-dairy products, toppings, and other frozen desserts; (ii) shakes, "smoothies" and other blended drinks, coffee, tea, juices, bottled waters (flavored and plain), soft drinks, milk products and other beverages; (iii) cookies, brownies, pastries, and other baked goods, and packaged candies, chocolates and specialty confections; (iv) Ben & Jerry's logoed or themed retail gift items to include specialty t-shirts, hats, aprons and other clothing, coffee cups, glassware, dishware, scoops and other home accessories, magnets, pencils and pens, key chains, scoops, and other related items; and (v) other frozen dessert items, food items and accessories sold from time-to-time (on a permanent, seasonal, or test basis) in other Ben & Jerry's retail scoop shops, catalogs or web sites.

2. **Signage and Premises Use**. Notwithstanding anything contained within the Form Lease to the contrary, Tenant shall, subject to the requirements of local law, have the right to:

(a) utilize its standard signage and other proprietary marks and identification on both the exterior and within the interior of the Premises; and

(b) operate in a manner that permits all customers (both paying and non-paying) to be able to enter, be present at, and utilize the Premises in a non-discriminatory, welcoming, and safe manner.

3. **Notices**. Copies of any demand letters, default notices or other similar notices of non-compliance ("**Notice**") sent by Landlord to Tenant shall also be sent to Franchisor at the following address:

Ben & Jerry's Franchising, Inc.
35 Thompson Street
South Burlington, Vermont 05403-6828
Attention: Legal Department

4. **De-Identification**. Landlord and Tenant hereby acknowledge that trademarked and/or logoed fixtures (such as signage, menu boards, awnings and ice cream counters) (collectively "**Trade Dress Materials**") are the property of Franchisor and that (in the event the Franchise Agreement expires or is terminated, Tenant is obligated under the Franchise Agreement to take certain steps to de-identify the location as a Ben & Jerry's Ice Cream Scoop Shop operated by Tenant and may be required to return to Franchisor the Trade Dress Materials. Landlord agrees to cooperate fully with Franchisor in enforcing such provisions of the Franchise Agreement against Tenant, including allowing Franchisor, its employees and agents, upon five (5) days prior written notice, to enter and remove the Trade Dress Materials and any other signs, decor and materials bearing or displaying any marks, designs or logos of Franchisor. As between Franchisor and Landlord, Franchisor shall bear all costs and expenses of such de-identification activities in the event it undertakes such work, as aforesaid, and shall repair any damage to the Premises caused as a result of such entry and de-identification activities taken by Franchisor. Tenant agrees that if Tenant fails to de-identify the Premises and if required, to return the Trade Dress Materials promptly upon termination or expiration as required under the Franchise Agreement, Franchisor may cause all required de-identification to be completed at Tenant's sole cost and expense.

LANDLORD:	**TENANT:**
_____	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	

EXHIBIT K

SAMPLE GENERAL RELEASE

SAMPLE GENERAL RELEASE

The following is our current general release language that we expect to include in a release that a franchisee, and/or transferor may sign as part of a renewal or an approved transfer. We may, in our sole discretion, periodically modify the release.

RELEASE LANGUAGE

Each of the Franchisee Parties, on behalf of themselves and their respective successors, assigns, heirs and personal representatives, all other persons acting on their behalf or claiming under them and all entities in which the Franchisee Parties have or had an ownership interest (individually, collectively or in any combination, the "**Releasing Franchisee Parties**"), hereby release and forever discharge BEN & JERRY'S, its current and former affiliates, parents, subsidiaries and related entities, and its and their respective current and former officers, directors, shareholders, owners, employees, predecessors, successors, attorneys, agents, representatives and assigns (individually, collectively or in any combination, the "**Released BEN & JERRY'S Parties**"), from any and all suits, claims, controversies, rights, promises, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action of every nature, character, and description, in law or in equity, whether presently known or unknown, vested or contingent, suspected or unsuspected, which any or all of the Releasing Franchisee Parties now own or hold or have based on any transaction, event or circumstance at any time heretofore owned or held, or may at any time own or hold against any or all of the Released BEN & JERRY'S Parties, arising prior to and including the Effective Date of this Release (the "**Released Claims**"). The Releasing Franchisee Parties acknowledge and agree that they may in the future learn of facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of this paragraph, but that nonetheless, it is the intention of the Franchisee Parties to fully, finally, and forever settle and release all of the Released Claims.

The Releasing Franchisee Parties waive the provisions of Section 1542 of the Civil Code of the State of California (as well as under any other statutes or common law principles of similar effect whether now or hereinafter existing), which provides:

> **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.**

EXHIBIT L

TABLE OF CONTENTS
BEN & JERRY'S FRANCHISING, INC.
FRANCHISE OPERATIONS MANUAL

TABLE OF CONTENTS
BEN & JERRY'S FRANCHISING, INC.
2026 FRANCHISE OPERATIONS MANUAL

# Pages		
	Chapter 0: Introduction to the Manual	
2	0-1	Welcome and Introduction
	Chapter 1: Our History & Mission	
3	1-1	Company History
5	1-2	Our Mission Statement
	Chapter 2: Standards of Operation	
9	2-1	Administrative and Contractual
4	2-2	Use of Proprietary Materials
6	2-3	Understanding HACCP
2	2-4	Scoop Shop Evaluations
2	2-5	Guidelines for Regional Scoop Shop Marketing & PR Efforts
1	2-6	Best Practices Form
3	2-7	Uniform & Apparel Policy
	Chapter 3: Our Products	
4	3-1	Product Summary
6	3-2	Product Quality & Handling
2	3-3	Allergens and Allergic Reactions
3	3-4	Foreign Object Incidents
3	3-5	Deliveries
2	3-6	Storage Guidelines
2	3-7	Product Recall Procedures
2	3-8	Environmental Sustainability
	Chapter 4: Menu Items	
2	4-1	Scoop Shop Menu Items
1	4-2	Approved Product Policy
4	4-3	Approved Products List
4	4-4	Scooping 101
1	4-5	Sampling
7	4-6	Toppings
6	4-7	Waffle Cones & Bowls
4	4-8	Dipped Sugar & Waffle Cones
3	4-9	Baked Goods
2	4-10	Sundaes
3	4-11	Frozen Drinks
2	4-12	Fresh-Packed Pints & Quarts
2	4-13	Store-Made Novelties

# Pages		
2	4-14	Cold Beverages
2	4-15	Ice Cream Sodas & Floats
	Chapter 5: Cleaning & Equipment	
2	5-1	Introduction to Cleaning and Equipment
3	5-2	Cleaning and Sanitizing
5	5-3	Dipcases
2	5-4	Display, Tempering and Deep Freezers
2	5-5	Refrigerators
2	5-6	Dipwells
2	5-7	Blenders
4	5-8	Other Equipment and Smallwares
	Chapter 6: Human Resources	
2	6-1	Introduction to Human Resources
2	6-2	Getting Organized for Hiring
3	6-3	Recruiting
3	6-4	Applications
3	6-5	Interviews and Reference Checks
1	6-6	Employee Files
1	6-7	Writing Scoop Shop Policies
6	6-8	Health and Hygiene
7	6-9	Safety and Security
7	6-10	Crisis Management Policy
	Chapter 7: Leading Your Team	
3	7-1	The Ben & Jerry's Experience
5	7-2	Five Shift Training Program
4	7-3	Reviews, Rewards and Perks
2	7-4	Managing Performance Issues
	Chapter 8: Cash Handling Systems	
1	8-1	Point of Sale Systems
2	8-2	Cash Handling Standards
2	8-3	Cash Storage: The Scoop Shop Safe
2	8-4	Cash Storage: The Starting Till
3	8-5	Counting the Till
2	8-6	Cash Overages and Shortages
1	8-7	Deposits
4	8-8	Gift Card Program
	Chapter 9: Financial Management	
3	9-1	Financial Reporting Requirements

# Pages		
6	9-2	Scoop Shop Profit & Loss State
2	9-3	Monthly Financial Reporting
4	9-4	Cost of Goods Sold (COGS)
2	9-5	The COGS Workbook
3	9-6	Managing Portion Control
3	9-7	The Labor Targets & Scheduling Workbook
5	9-8	Strategies for Controlling Costs
	Chapter 10: Scoop Shop Marketing	
1	10-1	Scoop Shops & the Ben & Jerry's Brand
2	10-2	The Scoop Shop Strategy
2	10-3	4% Advertising Obligation
4	10-4	Approved Marketing Expenses
3	10-5	Marketing Standards of Operation
2	10-6	Executing a Promotion
4	10-7	Coupons & Discounts
3	10-8	Donations
	Supplemental Guides	
46	Off-Premise Standard Operating Procedures	
28	Ice Cream Cakes	
17	On-Demand	
46	**S-1: Off-Premise Standard Operating Procedures**	
	1	Off-Premise Standard Operating Procedures
	2	Off-Premise Policy
	3	Product Quality & Handling
	4	Approved Product Policy
	5	Approved Off-Premise Products
	6	Menu Items
	7	Presentation & Event Setup
	8	Cleaning, Equipment & Supplies
	9	Leading Your Team/HR
	10	Financial Management
	11	Support Materials
28	**Ben & Jerry's Ice Cream Cakes**	
	1	Cake Basics
	2	Packing and Flipping Cakes
	3	Cake Frostings
	4	Piping Decorations
	5	Recommended Cake Flavors and Designs
	6	Cake Orders and Organization

# Pages		
	7	Building Your Cake Business
17	**On-Demand**	
	1	On-Demand Basics
	2	Getting Started
	3	Menu and Menu Mix
	4	Marketing Assets
	5	Packaging Recommendations
	6	Staffing and Operations
	7	Reporting Sales
	8	Local Marketing Opportunities

TOTAL MANUAL PAGES: 334

EXHIBIT M

LIST OF CURRENT AND FORMER SHOPS AND FRANCHISEES &

CURRENT AND FORMER DEVELOPERS

CURRENT SHOPS AND FRANCHISEES
(as of December 31, 2025)

Entity	Street	City	State	ZIP	Phone	Proprietor
BURBANK	164 E. Palm Avenue Unit #101	Burbank	CA	91501	818-566-7602	Steve Yoon & Stacy Yoon
FOLSOM – HISTORIC DISTRICT	711 Sutter St.	Folsom	CA	95630	707-225-1010	Amy & Justin Pierce
HOLLYWOOD AND HIGHLAND	6801 Hollywood Boulevard, Suite 157 (Space B1.5-153)	Los Angeles	CA	90028	323-645-7782	Jaspreet Singh
NAPA	1136 Main St	Napa	CA	94559	707-696-9683	Gia Sempronio
NORTHRIDGE FASHION CENTER	9301 Tampa Avenue, #121	Northridge	CA	91324	818-349-7714	Julyus Chandra & Luna Tjahjadi
JACK LONDON SQUARE	505 Embarcadero West	Oakland	CA	94607	510-663-3477	Dora Martin
PALM SPRINGS	110 South Palm Canyon Drive #B	Palm Springs	CA	92264	760-778-7873	Jason & Allison Ackley
RANCHO MIRAGE	The River at Rancho Mirage, 71800 Highway 111 Unit A-124	Rancho Mirage	CA	92270	760-779-1823	Laurie Kettering
SEAPORT VILLAGE	859 A West Harbor Drive	San Diego	CA	92101	619-595-0412	Peter & Susan Mackauf, Dianne Krasnow, Susan Krasnow, Michael Krasnow, Robert Krasnow, Edward Krasnow, Barbara Rossi, Michelle Alcantar, Ephraim Mallari, Carla Davidson, Corey Davidson, Samuel Krasnow, & Allison Hoffman
HAIGHT ASHBURY	1480 Haight Street	San Francisco	CA	94117	415-626-4143	John Slater, Erik & Maria Hom
ARGONAUT	475 Jefferson Street	San Francisco	CA	94109	415-567-5873	Roger & Lorri Kaufman, Janna Kaufman
VALENCIA	Creekside Plaza, 23630-D Valencia Boulevard	Santa Clarita	CA	91355	661-253-1666	Mohammad Fateh
SHERMAN OAKS FASHION SQUARE	14006 Riverside Drive #9082	Sherman Oaks	CA	91423	818-385-1276	Jaspreet Singh
SHERMAN OAKS GALLERIA	15301 Ventura Boulevard, Space P-6	Sherman Oaks	CA	91403	818-789-9951	Sundeep & Jaspreet Singh
UNIVERSAL STUDIOS - CITY WALK	100 Universal City Plaza, Space #151	Universal City	CA	91608	818-754-1019	Steve Yoon & Stacy Yoon

Entity	Street	City	State	ZIP	Phone	Proprietor
BOULDER	1203 Pearl Street	Boulder	CO	80302	303-444-5725	Jessica Dizmang, Doug Fisher
FORT COLLINS	1 Old Town Square, Suite 104	Ft. Collins	CO	80524	970-407-0899	Jessica Dizmang
UNIVERSITY OF DENVER	2339 East Evans Ave.	Denver	CO	80210	303-733-8878	Jessica Dizmang
CANTON	Shoppes at Farmington Valley, 110 Albany Turnpike	Canton	CT	06019	860-693-3202	Olga Cherkasova & Dmitriy Gorbunov
GLASTONBURY	41 Hebron Ave.	Glastonbury	CT	06033	860-430-6961	Olga Cherkasova & Dmitriy Gorbunov
NEW HAVEN	159 Temple Street	New Haven	CT	06510	203-712-4300	Olga Cherkasova & Dmitriy Gorbunov
OLD SAYBROOK	19 Main Street	Old Saybrook	CT	06475	860-339-3900	Olga Cherkasova & Dmitriy Gorbunov
EVERGREEN WALK	301 Evergreen Way	South Windsor	CT	06074	860-432-8246	Olga Cherkasova & Dmitriy Gorbunov
WEST HARTFORD	5 1/2 South Main	West Hartford	CT	06107	860-233-2697	Olga Cherkasova & Dmitriy Gorbunov
DISTRICT WHARF	705 Wharf Street SW	Washington	DC	20024	202-290-1277	Antonio McBroom, Eric Taylor & Phillip Scotton
CLEARWATER BEACH	409 Mandalay Avenue	Clearwater Beach	FL	33765	877-600-6522	Antonio McBroom, Eric Taylor, Phillip Scotton
CORAL GABLES	80 Aragon Ave.	Coral Gables	FL	33134	305-442-1800	Kateryna and Dmitriy Cherkasov
ONE DAYTONA	230 Daytona Blvd., Ste G-630	Daytona Beach	FL	32114	386-868-5301	Jessica Shaw
DELRAY BEACH	1155 E Atlantic Ave	Delray Beach	FL	33483	561-272-3112	Joshua Stern & Richard Stern
FORT LAUDERDALE BEACH	235 S. Fort Lauderdale Beach Blvd.	Fort Lauderdale	FL	33316	954-858-5814	Kateryna and Dmitriy Cherkasov
FORT LAUDERDALE - RIVERBEND	2630 West Broward Blvd, Suite 101	Fort Lauderdale	FL	33312	850-321-0591	Dannie and Genese Augustin
HALLANDALE BEACH	1723 E. Hallandale Beach Blvd.	Hallandale	FL	33009	954-455-4900	Olga Cherkasova
HOLLYWOOD BEACH	1202 N. Boardwalk	Hollywood	FL	33019	954-929-7085	Olga Cherkasova
THE LOOP	3234 N. John Young Parkway	Kissimmee	FL	34741	407-483-8029	Bettina Leonardi and Astolfo Inciarte
MELBOURNE	1800 W. Hisbiscus Blvd., Suite 118	Melbourne	FL	32901	321-674-7599	Jessica Shaw
MIAMI BEACH	1631 Alton Road	Miami Beach	FL	33139	786-838-0550	Olga Cherkasova & Dmitriy Gorbunov
MIRAMAR BEACH	9375 Emerald Coast Parkway Ste 8	Miramar Beach	FL	32550	850-460-8884	Gregory S. Valloch

Entity	Street	City	State	ZIP	Phone	Proprietor
NAPLES	Venetian Village, 4320 Gulfshore Blvd. N., Suite 212	Naples	FL	34103	239-434-5850	Danielle Weiner, Sheldon Weiner
NOCATEE	295 Pine Lake Drive, Suite No. C101	Ponte Vedra	FL	32081	(904) 441-1240	Jessica Shaw
SARASOTA	372A St. Armand Circle	Sarasota	FL	34236	941-388-5226	Richard Almarode
ST. AUGUSTINE	128 Saint George Street	St. Augustine	FL	32084	904-429-9876	Jessica Shaw
TAMPA - MIDTOWN	1106 Gramercy Lane	Tampa	FL	33607	877-600-6522	Antonio McBroom, Eric Taylor, Phillip Scotton
ATHENS	105 College Avenue	Athens	GA	30601	706-208-0031	Phillip Scotton, Antonio McBroom, Eric Taylor
ATLANTA-INMAN PARK	312 N. Highland Ave, Suite B	Atlanta	GA	30307	678-974-8495	Antonio McBroom, Eric Taylor, Phillip Scotton
HIGH STREET - ATLANTA	210 High Street, Suite 109	Dunwoody	GA	30346	919-548-4153	Antonio McBroom, Eric Taylor & Phillip Scotton
SAVANNAH-BROUGHTON STREET	25E Broughton Street, Suite 1B	Savannah	GA	31401	912-421-2086	Antonio McBroom, Eric Taylor & Phillip Scotton
NAVY PIER	600 East Grand Ave, Space SA-05	Chicago	IL	60611	312-836-0992	Dee Robinson
THE GLEN	The Glen Town Center, 1860 Tower Drive	Glenview	IL	60026	847-657-8474	Amin Smith
NAPERVILLE	120 Water Street	Naperville	IL	60540	(630)544-8122	Thomas O' Toole III and Christina O'Toole
WOODFIELD MALL	5 Woodfield Mall, Unit F121	Schaumburg	IL	60173	815-403-6526	Thomas O' Toole III and Christina O'Toole
BOSTON SEAPORT	83 Seaport Boulevard	Boston	MA	02110	857-233-5600	Jason & Jenn Sweeney
PRUDENTIAL CENTER	800 Boylston Street	Boston	MA	02199	857-265-2147	Jason & Jenn Sweeney
BOSTON-FANEUIL HALL	4 South Market Street, Bay 22 in the North Market	Boston	MA	02109	857-233-5269	Jason & Jenn Sweeney
BOSTON-FENWAY	61 Brookline Ave	Boston	MA	02215	617-877-0252	Jason & Jenn Sweeney
NEWBURY	174 Newbury Street	Boston	MA	02116	617-536-5456	Jason & Jenn Sweeney
SOUTH SHORE PLACE	30 Forbes Road, Unit J, South Shore Plaza	Braintree	MA	02184	781-848-2222	Stephen Marcus
HARVARD SQUARE	35 JFK Street	Cambridge	MA	02138	617-388-5514	Stephen Marcus
HINGHAM - DERBY STREET	The Derby Street Shops,	Hingham	MA	02043	617-877-0252	Jason & Jenn Sweeney

Entity	Street	City	State	ZIP	Phone	Proprietor
	92 Derby Street #113					
HYANNIS	352 Main Street	Hyannis	MA	02601	508-790-0910	Jason & Jenn Sweeney
MARLBOROUGH	187 Boston Post Road West	Marlborough	MA	01752	508-622-3330	Stephen Marcus
NATICK	1265 Worcester Road, Suite 4, Route 9 West	Natick	MA	01760	508-650-5400	Stephen Marcus
NORTH EASTHAM	Rte. 6 at Brackett Road	No. Eastham	MA	02651	508-255-2817	Milen Tsvetkov
PITTSFIELD	179 South Street	Pittsfield	MA	01201	413-443-5400	Thomas J. Geary & Johnathan Pierce
PROVINCETOWN	258 Commercial Street	Provincetown	MA	02657	508-487-3360	Milen Tsvetkov
ARSENAL YARDS - WATERTOWN	103 Arsenal Yards Boulevard	Watertown	MA	02472	617-744-1637	Jason & Jenn Sweeney
BALTIMORE PENINSULA	2450 Rye St, Suite 105	Baltimore	MD	21230	703-447-9784	Jatinder Bhuller & Jason Bhuller
NATIONAL HARBOR	Space D1-5 Building D, Ground Floor, National Plaza	National Harbor	MD	20745	301-686-1023	Antonio McBroom, Eric Taylor, Phillip Scotton
ROCKVILLE CENTER	199-F East Montgomery Avenue	Rockville	MD	20850	301-610-0560	Marc & Bonnie Sosin
CITY PLACE	903 Ellsworth Drive	Silver Spring	MD	20910	301-589-8224	Jatinder Bhuller & Jason Bhuller
FREEPORT	6 Nathan Nye Street	Freeport	ME	04032	207-865-3407	Barry Hamerling & Peter Rosenfeld
KENNEBUNKPORT	5 Union Street	Kennebunkport	ME	04043	207-967-2322	Thomas, Raymond, and Michael Murphy
OGUNQUIT	238 Main Street, Ogunquit Remedies	Ogunquit	ME	03907	207-646-2401	Bill, Charlene, Christopher & Katherine Leonard
ANN ARBOR	304 South State Street	Ann Arbor	MI	48104	734-665-4440	Matt Arthur
SOUTH MINNEAPOLIS	3070 Excelsior Boulevard	Minneapolis	MN	55416	612-927-9900	Scott Eller
WAYZATA	539 East Lake Street, 1st Floor	Wayzata	MN	55391	952-473-1705	James & Mary Kopp
U. CITY	6380 Delmar Boulevard	University City	MO	63130	314-721-8887	Antonio McBroom, Eric Taylor & Phillip Scotton
ASHEVILLE	19 Haywood Street	Asheville	NC	28801	828-424-7153	Antonio McBroom, Eric Taylor, Phillip Scotton
BOONE	671 West King Street	Boone	NC	28607	828-865-1222	Lee Warden
CHAPEL HILL	102 West Franklin Street	Chapel Hill	NC	27516	919-967-9068	Antonio McBroom, Eric Taylor, Phillip Scotton
FOXCROFT	Foxcroft East Shopping	Charlotte	NC	28226	704-364-7600	Antonio McBroom, Eric Taylor, Phillip Scotton

Entity	Street	City	State	ZIP	Phone	Proprietor
	Center, 7800 Fairview Road					
DAVIDSON	202B South Main Street, PO Box 1761	Davidson	NC	28036	704-892-0604	Charles M. Durham, Jr. & Karen Toney
EMERALD ISLE	8204 Emerald Drive, Unit 2	Emerald Isle	NC	28594	252-354-8448	Jane Barber, Chris Barber
FRIENDLY	The Shops at Friendly Center, 3332 W. Friendly Avenue	Greensboro	NC	27410	336-856-2178	Josiah Fisher
NORTH HILLS MALL	4160 Main Street, Suite 100	Raleigh	NC	27609	919-781-4677	Antonio McBroom, Eric Taylor & Phillip Scotton
ELM STREET	940 Elm St.	Manchester	NH	03101	603-647-9400	Brian & Lee Gentile, Brittany Gentile, William Lander
MILL FALLS MARKETPLACE	312 Daniel Webster Highway	Meredith	NH	03253	603-279-2200	Jayne Cohen
NORTH CONWAY	26 Norcross Circle	North Conway	NH	03860	603-387-0044	Matthew Braun
BEACH HAVEN II	600 N. Bay Avenue	Beach Haven	NJ	08008	609-492-6300	Helene Koseff
CAPE MAY	414 Washington Street	Cape May	NJ	08204	609-884-3040	Nathan & Paul Laubham
HOBOKEN	405 Washington Street	Hoboken	NJ	07030	860-693-3202	Olga Cherkasova & Dmitriy Gorbunov
OCEAN CITY-NJ	1078 Boardwalk	Ocean City	NJ	08226	609-938-6029	Andrew DiMarcangelo
RIDGEWOOD	104-106 Franklin Ave.	Ridgewood	NJ	07450	860-693-3202	Olga Cherkasova & Dmitriy Gorbunov
RIVERWALK EDGEWATER	22 Riverwalk Place at Port Imperial	West New York	NJ	07093	860-693-3202	Olga Cherkasova & Dmitriy Gorbunov
GREEN VALLEY	The Shops at Green Valley Ranch, 2225 Village Walk Drive	Henderson	NV	89052	702-437-3300	Georges Maalouf
HORSESHOE CASINO	3645 S. Las Vegas Blvd	Las Vegas	NV	89109	702-990-7076	Georges Maalouf
104TH & BROADWAY	2722 Broadway	New York	NY	10025	212-866-6237	Joel Gasman
ALBANY - MADISON AVE	467 Madison Ave	Albany	NY	12210	518-599-5508	Mike Sperduto, Rich Wilson, Kelly Demura
HUNTINGTON VILLAGE	298 Main Street	Huntington Village	NY	11743	631-470-0635	Nora Garcia
LAKE GEORGE	170 Canada Street	Lake George	NY	12845	518-668-5242	Jonathan Mitchell
LAKE PLACID	2423 Main Street	Lake Placid	NY	12946	518-302-5292	Andrew Guelcher, Jeffrey Haraden, & Suzanne Morris
MOUNT KISCO	639 E. Main Street	Mt. Kisco	NY	10549	914-666-2555	Michael & Joan Garrett, Karin Scrocca, Christine Garrett

Entity	Street	City	State	ZIP	Phone	Proprietor
HELL'S KITCHEN	401 West 53rd Street	New York	NY	10019	347-380-3801	Jim Healey & Jason Mann
ROCKEFELLER CENTER	Rockefeller Plaza - Concourse Level, 30 Rockefeller Center	New York	NY	10111	212-218-7843	Jim Healey & Jason Mann
TIMES SQUARE	200 West 44th Street	New York	NY	10036	212-933-4632	James Healey & Jason Mann
PATCHOGUE	17 W. Main Street	Patchogue	NY	11772	516-902-8295	Nisha Sachdeva
RIVERHEAD	87 E. Main Street	Riverhead	NY	11901	631-965-6665	Angela Siliato
RONKONKOMA - STATION YARDS	3 Hawkins Ave., Unit #1104	Ronkonkoma	NY	11779	516-902-8295	Nisha Sachdeva
SARATOGA	34 Phila Street	Saratoga Springs	NY	12866	518-584-3740	Patrick Pipino, David & Carol Godette
WATKINS GLEN	418 N. Franklin Street	Watkins Glen	NY	14891	607-535-4131	Jim Guild
WESTHAMPTON BEACH	121 Main Street	Westhampton Beach	NY	11978	631-288-5753	Thomas Scarlatos
CLEVELAND - PLAYHOUSE SQUARE	Cleveland Playhouse, 1422 Euclid Avenue, Suite 1418	Cleveland	OH	44115	301-343-6874	Vivian Chidi-Murriel
DAYTON	1934 Brown Street	Dayton	OH	45409	937-461-1888	Adam Wilcutt
TOLEDO - WESTGATE VILLAGE	Westgate Village Shopping Center at Ottawa Hills, 3305 W. Central Avenue, Unit A2-35	Toledo	OH	43606	301-343-6874	Vivian Chidi-Murriel
UNIVERSITY HEIGHTS	20650 John Carroll Blvd.	University Heights	OH	44118	216-397-5700	Haley Myers
BEND	Old Mill District at Riverbend, 680 SW Powerhouse Drive	Bend	OR	97702	541-312-8115	Luann & Matt Abrams
YAMHILL	524 SW Yamhill	Portland	OR	97204	503-546-0450	New Ventures for Youth, LLC
U - PENN (WEST PHILLY)	218 S. 40th Street	Philadelphia	PA	19104	215-382-5092	Jason Gordon
TORRIMAR	Ave Ramirez de Arellano A501, Estacion Tren Urbano Torrimar	Guaynabo	PR	00966	787-793-3659	Celi Williams

Entity	Street	City	State	ZIP	Phone	Proprietor
CONDADO	Plaza Ventana al Mar, Building B, Spaces 5, 6 & 7, Ashford Avenue, Condado	San Juan	PR	00907	787-721-0596	Celi Williams
BLOCK ISLAND	Seaside Marketplace, 224 Water Street	Block Island	RI	02807	401-466-5430	Stephen Papa Sr. & Stephen Papa Jr.
CRANSTON - GARDEN CITY CENTER	Garden City, 62 Hillside Road	Cranston	RI	02920		Jason & Jenn Sweeney
THAMES STREET	359 Thames Street	Newport	RI	02840	401-846-2663	Tyler Rosenberg, David Rosenberg, & Nancy Rosenberg
PROVIDENCE	224 Thayer Street	Providence	RI	02906	401-421-1114	Olga Cherkasova and Dmitriy Gorbunov
KIAWAH-FRESHFIELDS	624 Freshfields Drive, U-109	Kiawah Island	SC	29455	843-779-0448	Andrew Lee
MOUNT PLEASANT - OYSTER PARK	1440 Ben Sawyer Blvd, Suite 1200	Mount Pleasant	SC	29464	843-654-9866	Andrew Lee
MYRTLE BEACH (SOUTH)	1303 Celebrity Circle; Suite 125A, Broadway at the Beach	Myrtle Beach	SC	29577	843-444-1074	Catherine & Chris Lee, Vernon P. Break
TANGER OUTLETS (MYRTLE BEACH)	10835 King Road South, Suite 701	Myrtle Beach	SC	29577	843-449-4654	Catherine & Chris Lee, Vernon P. Break
CHATTANOOGA	201 Broad Street	Chattanooga	TN	37402	423-265-8606	Phillip Scotton, Antonio McBroom, Eric Taylor
GATLINBURG	638 Parkway	Gatlinburg	TN	37738	865-436-6272	Antonio McBroom, Eric Taylor, Phillip Scotton
EAST MEMPHIS	5007 Black Road, Space #110	Memphis	TN	38117	901-767-3178	Marc & Wylie Tate
VANDERBILT	416-A 21st Avenue South	Nashville	TN	37203	615-321-2478	Michael J. (Joe) Bullock & Emily C. Bruton
SEVIERVILLE	1645 Parkway Suites #1440, Tanger Outlet Mall	Sevierville	TN	37862	865-908-7778	Antonio McBroom, Eric Taylor, Phillip Scotton
SEAWALL - GALVESTON ISLAND	4408 Seawall Boulevard	Galveston	TX	77550	409-770-9566	Danny & Ted Hart
HIGHLAND VILLAGE	4061 Barton Creek, Suite 120, The Shops at Highland Village	Highland Village	TX	75077	972-966-2697	Hunter Rose, Robyn Rose, & Nat Cohen
KIRBY	5515 Kirby Drive	Houston	TX	77005	832-677-2300	Phillip Scotton, Antonio McBroom, Eric Taylor
LA PLAZA MALL	La Plaza Mall, 2200 S. 10th St.	McAllen	TX	78503	214-914-3134	Luis Roberto Webb

Entity	Street	City	State	ZIP	Phone	Proprietor
PALMS CROSSING	3300 Expressway 83, Suite 1210	McAllen	TX	78501	956-322-5152	Luis Roberto Webb
PLANO PARKWAY	1501 Preston Road, Suite 400	Plano	TX	75093	972-380-2697	Hunter Rose, Robyn Rose, & Nat Cohen
ALEXANDRIA-OLD TOWN	103 South Union Street	Alexandria	VA	22314	703-535-5485	Antonio McBroom, Eric Taylor & Phillip Scotton
CHARLOTTESVILLE	1112 Emmet Street	Charlottesville	VA	22903	434-244-7438	Doug Barrese, Bonnie & Ferdinand Chandler
FAIRFAX CORNER	4205 Fairfax Corner East	Fairfax	VA	22030	571-455-3756	Kyle & Christine Hosch
RESTON TOWN CENTER	11928 Market Street	Reston	VA	20190	571-455-3756	Kyle & Christine Hosch
VIENNA	136C Maple Avenue West	Vienna	VA	22180	571-455-3756	Kyle and Christine Hosch
VIRGINIA BEACH - 2510 ATLANTIC AVE	2510 Atlantic Avenue	Virginia Beach	VA	23451	757-333-6775	Wendy & Warren Smith
WILLIAMSBURG PREMIUM OUTLETS	5699-18 Richmond Road	Williamsburg	VA	23188	757-259-9044	Wayne Nooe
YORKTOWN RIVERWALK LANDING	332 Water Street	Yorktown	VA	23690	757-969-1990	Robert D'Eramo
MANCHESTER OUTDOOR CAFE	454 Depot Street, Rt. 11 & 30, Manchester Square	Manchester	VT	05255	802-733-5043	John & Jeanne Rindell
BELLEVUE SQUARE	166 Bellevue Way NE	Bellevue	WA	98004	425-454-8801	Mark Mullet and Jonathan Stebbins
UPTOWN GIG HARBOR	4635 Point Fosdick Drive, Building 11, Suite 400	Gig Harbor	WA	98335	206-719-7781	Lance and Moria Blair
ISSAQUAH HIGHLANDS	1011 NE High Street, Suite 103	Issaquah	WA	98029	425-391-6455	Mark Mullet
KIRKLAND	176 Lake Street South	Kirkland	WA	98033	425-576-1609	Mark Mullet & Jonathan Stebbins
GREEN LAKE	7900 E Green Lake Dr. N, Suite 104	Seattle	WA	98103	206-719-7781	Lance and Moria Blair
SEATTLE – ALKI BEACH	2742 Alki Ave SW	Seattle	WA	98116	206-356-3730	Mark Mullet & Jonathan Stebbins
RIVERPARK SQUARE	808 West Main Street, Cafes on 3 - Space 10	Spokane	WA	99201	509-455-8500	Alanna Lakey & Jonathan Lakey
MILWAUKEE - THIRD WARD	203 N. Broadway	Milwaukee	WI	53202	224-402-2556	Patricia A. Rasmussen and Frederick J. Rasmussen

LIST OF CURRENT SCOOP SHOP DEVELOPERS
(as of December 31, 2025)

Name	Address	Phone
Franchise Girls FL, LLC	614 SW 8th Ave., Fort Lauderdale, FL 33315	(850) 321-0591
Primo Partners III, LLC	PO Box 935, Pittsboro, NC 27312	(919) 548-4153
Rowland South, Inc.	PO Box 1407, Mount Pleasant, SC 29465	(843) 333-8864
Grant's Family Ice Cream, LLC	416-A 21st Avenue South, Nashville, TN 37203	(615) 306-2453
Hosch Reston, LLC	1649 Besley Road, Vienna, VA 22182	(571) 455-3756

FRANCHISE AGREEMENTS SIGNED BUT OUTLET NOT OPENED
(as of December 31, 2025)

Entity	Street	City	State	ZIP	Phone	Proprietor
NEWPORT BEACH	401 Newport Center Dr.	Newport Beach	CA	92660	760-485-8141	Jason Ackley and Allison Ackley
GAINESVILLE	14128 West Newberry Road	Gainesville	FL	32669	850-631-7914	Heali Mehta
JACKSONVILLE	1027 Park Street	Jacksonville	FL	32204	407-552-6908	Justin Renaldo, Daiana Renaldo, Orlando Garcia, Tanya Garcia
INDIANAPOLIS	305 South Delaware Street	Indianapolis	IN	46204	317-665-8854	Parth Patel, Ketan Patel
BROOKLYN – MYRTLE AVE.	431 Myrtle Ave.	Brooklyn	NY	11205	718-810-9219	April Shawn Dejesus
GREENVILLE - UNIVERSITY RIDGE	University Ridge	Greenville	SC	29601	919-548-4153	Antonio McBroom, Phillip Scotton, Eric Taylor
ISLE OF PALMS	1400 Palm Blvd	Isle of Palms	SC	29451	843-333-8864	Andrew Lee
SEATTLE – THORNTON PLACE	337 NE 103rd St.	Seattle	WA	98125	206-719-7781	Lance and Moria Blair

LIST OF CLOSED AND TRANSFERRED SHOPS, FORMER FRANCHISEES & FORMER DEVELOPERS
(that ceased operation in 2025)

The name, city, state, and last known telephone number of every franchisee and developer who has had an agreement terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under our Franchise Agreement during the fiscal year ended December 31, 2025 are listed below. Franchisees or developers who have had an agreement terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under our Development Agreement or Franchise Agreement since January 1, 2026, or who have not communicated with us within 10 weeks of the date of this Disclosure Document are listed in a separate chart, below. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the system.

CLOSED AND TRANSFERRED SHOPS & FORMER FRANCHISEES
(that ceased operation in 2025)

Entity	Street	City	State	ZIP	Phone	Proprietor
FRANCHISE SCOOP SHOPS - CLOSED IN 2025						
BEVERLY HILLS	253 South Beverly Drive	Beverly Hills	CA	90210	424-274-3264	Patrik Mirahmadi
BIG BEAR LAKE	652 Pine Knot Avenue	Big Bear Lake	CA	92315	909-366-0474	Tim Wolcott

Entity	Street	City	State	ZIP	Phone	Proprietor
ORLANDO INTERNATIONAL PREMIUM OUTLETS	4951 International Drive	Orlando	FL	32819	813-522-1713	Bettina Leonardi. Astolfo Inciarte
PORTLAND PEARL DISTRICT	301 NW 10th Street	Portland	OR	97209	503-796-3033	Jesse Hudson
FRANCHSED SATELLIITE SHOPS – CLOSED IN 2025						
NONE.						
FRANCHISE SCOOP SHOPS - TRANSFERRED IN 2025						
HYANNIS	352 Main Street	Hyannis	MA	02601	508-790-0910	Mike Lyons
U. CITY	6380 Delmar Boulevard	University City	MO	63130	919-548-4153	Antonio McBroom, Phillip Scotton, Eric Taylor
CHAPEL HILL	102 West Franklin Street	Chapel Hill	NC	27516	919-548-4153	Antonio McBroom, Phillip Scotton, Eric Taylor
FRIENDLY	The Shops at Friendly Center, 3332 W. Friendly Avenue	Greensboro	NC	27410	919-548-4153	Antonio McBroom, Phillip Scotton, Eric Taylor
OCEAN CITY	1078 Boardwalk	Ocean City	NJ	08226	856-217-1967	Justice Volz

FORMER DEVELOPERS
(that ceased operation in 2025)

None.

UPDATED LIST OF CLOSED AND TRANSFERRED SHOPS & FORMER FRANCHISEES
(as of the date of this Disclosure Document)

Name	City	State	Phone	Comments
SCOOP SHOP CLOSURES				
TRANSFERS				
Primo Savannah, LLC	Savannah	GA	919-548-4153	Transferred to New Franchisee
Primo Tybee, LLC	Tybee Island	GA	919-548-4153	Transferred to New Franchisee
Primo Hilton Head, LLC	Hilton Head	SC	919-548-4153	Transferred to New Franchisee
Ghumman Enterprises, Inc.	Sherman Oaks	CA	323-645-7782	Transferred to New Franchisee
Wayzata Ice Cream Co., LLC	Wayzata	MN	952-473-1705	Transferred to New Franchisee

UPDATED LIST OF FORMER DEVELOPERS
(as of the date of this Disclosure Document)

None.

EXHIBIT N

LIST OF STATE ADMINISTRATORS

LIST OF STATE ADMINISTRATORS

We intend to register this Disclosure Document as a "franchise" in some or all of the following states, in accordance with the applicable state laws. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in these states:

CALIFORNIA Commissioner of Department of Financial Protection & Innovation Department of Financial Protection & Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free: (866) 275-2677 Website: www.dfpi.ca.gov Email: ask.DFPI@dfpi.ca.gov	**NEW YORK** NYS Department of Law Investor Protection Bureau, Franchise Section 28 Liberty Street, 21st Floor New York, New York 10005 (212) 416-8236
HAWAII Commissioner of Securities Department of Commerce & Consumer Affairs Business Registration Division 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Insurance & Securities Department 600 East Boulevard Avenue, Suite 414 Bismarck, North Dakota 58505 (701) 328-2910
ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**RHODE ISLAND** Department of Business Regulation – Securities Division John O. Pastore Complex 1511 Pontiac Avenue, Building 69-1 Cranston, Rhode Island 02902 (401) 462-9500
INDIANA Secretary of State Securities Division 302 West Washington Street, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance – Securities Regulation 124 South Euclid Avenue, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360	**VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
MICHIGAN Michigan Attorney General's Office Consumer Protection Div., Franchise Section G. Mennen Williams Building, 5thFloor 525 West Ottawa Street Lansing, Michigan 48933 (517) 335-7567	**WASHINGTON** Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, Washington 98504-1200 (360) 902-8760
MINNESOTA Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1500	**WISCONSIN** Division of Securities Department of Financial Institutions 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-9555

EXHIBIT O

AGENTS FOR SERVICE OF PROCESS

AGENTS FOR SERVICE OF PROCESS

We intend to register this Disclosure Document as a "franchise" in some or all of the following states, in accordance with the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in these states:

CALIFORNIA Commissioner of Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll free: (866) 275-2677 Website: www.dfpi.ca.gov Email: ask.DFPI@dfpi.ca.gov	**NEW YORK** New York Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, New York 12231-0001 (518) 473-2492
HAWAII Commissioner of Securities Department of Commerce & Consumer Affairs Business Registration Division 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** Insurance Commissioner North Dakota Insurance & Securities Department 600 East Boulevard Avenue, State Capitol 14th Floor, Suite 414 Bismarck, North Dakota 58505-0510 (701) 328-2910
ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**RHODE ISLAND** Department of Business Regulation – Securities Division John O. Pastore Complex 1511 Pontiac Avenue, Building 69-1 Cranston, Rhode Island 02920 (401) 462-9500
INDIANA Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204 (317) 232-6531	**SOUTH DAKOTA** Director of Division of Insurance – Securities Regulation 124 South Euclid Avenue, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Maryland Securities Commissioner at the Office of Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360	**VIRGINIA** Clerk of the State Corporation Commission 1300 East Main Street, First Floor Richmond, Virginia 23219 (804) 371-9733
MICHIGAN Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section G. Mennen Williams Building, 5th Floor 525 West Ottawa Street Lansing, Michigan 48933 (517) 335-7567	**WASHINGTON** Director of Department of Financial Institutions Securities Division 150 Israel Road, S.W. Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (615) 539-1500	**WISCONSIN** Administrator, Division of Securities Department of Financial Institutions 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

EXHIBIT P

FRANCHISEE COMPLIANCE QUESTIONNAIRE AND CERTIFICATION

FRANCHISEE COMPLIANCE QUESTIONNAIRE AND CERTIFICATION (FOR NEW OPERATORS)

NOTE: THIS FRANCHISEE COMPLIANCE QUESTIONNAIRE AND CERTIFICATION (FOR NEW OPERATORS) SHALL NOT BE COMPLETED OR SIGNED BY YOU, AND WILL NOT APPLY, IF THE OFFER OR SALE OF THE SCOOP SHOP IS SUBJECT TO THE FRANCHISE DISCLOSURE LAWS IN THE STATES OF CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.

DO NOT SIGN THIS FRANCHISEE COMPLIANCE QUESTIONNAIRE AND CERTIFICATION (FOR NEW OPERATORS) IF THE FRANCHISE IS TO BE OPERATED IN, OR YOU ARE A RESIDENT OF, CALIFORNIA OR MARYLAND.

Instructions

Please complete the attached questionnaire as you work through the process of becoming a Ben & Jerry's franchisee. We ask that you complete this questionnaire, and sign the certification that appears on the last page.

The overall purpose of the information collected by this questionnaire is to determine whether any statements or promises were made to you by employees or representatives of Ben & Jerry's that Ben & Jerry's has not authorized, and that may be untrue, inaccurate, or misleading. With that purpose in mind, you will find questions with regard to statements that may have been made to you during the application process.

In addition to questions relating to statements made to you during the application process, you will also find questions relating to the dates that certain documents (such as the Franchise Disclosure Document, Franchise Agreement, or Development Agreement) were received, or dates on which payment of fees were made. *When purchasing a franchise, the timing of the receipt of documents, payment of franchisee fees, and other events are very important.* Also, questions relating to your understanding of the Ben & Jerry's Agreement are contained in the questionnaire.

For ease of reference, we refer to the agreement that you are entering with Ben & Jerry's (Preliminary Agreement, Franchise Agreement – including, if applicable, a Satellite Addendum or Reduced Term Addendum, or Development Agreement) as the "**Ben & Jerry's Agreement**." Also, the questionnaire refers to either a Scoop Shop or a Satellite Shop as a "**Scoop Shop**."

Please provide us with the completed Franchise Compliance Questionnaire and Certification (For New Operators) at the time you sign your Ben & Jerry's Agreement and any addenda. Please send the Questionnaire and Certification, along with the Ben & Jerry's Agreement and any addenda, to us at: Legal Department, 35 Thompson Street, South Burlington, Vermont 05403-6828.

QUESTIONNAIRE
(FOR NEW OPERATORS)

Please review each of the following questions and statements carefully and provide honest and complete responses to each.

Initial Contact with Ben & Jerry's

1) The following date and information are true and correct:

a._____, 20__ The date of my first face-to-face meeting with any person to discuss the possible purchase of a Ben & Jerry's Scoop Shop franchise.

Initials_____

The Franchise Disclosure Document

2) The following date and information are true and correct.

a._____, 20__ The date on which I received the Ben & Jerry's Franchise Disclosure Document ("**FDD**").

Initials_____

3) Have you received and personally reviewed the Ben & Jerry's FDD that was provided to you?

Yes _____ No _____

4) Did you sign a receipt for the FDD indicating the date you received it?

Yes _____ No _____

5) Do you understand all of the information contained in the FDD and any state-specific Addendum to the FDD?

Yes _____ No _____

If "No," what parts of the FDD and/or Addendum do you not understand? (Attach additional pages, if necessary.)

_____

_____

_____

_____

Communications with Ben & Jerry's

6) Has any employee or other person speaking on behalf of Ben & Jerry's made any statement or promise concerning the revenues or profits of a Scoop Shop operated by Ben & Jerry's or its franchisees that is contrary to, or different from, the information contained in the FDD?

Yes _____ No _____

7) Has any employee or other person speaking on behalf of Ben & Jerry's made any statement or promise regarding the amount of money you may earn in operating the franchised business that is contrary to, or different from, the information contained in the FDD?

Yes _____ No _____

8) Has any employee or other person speaking on behalf of Ben & Jerry's made any statement or promise concerning the total amount of revenue the Scoop Shop will generate, that is contrary to, or different from, the information contained in the FDD?

Yes _____ No _____

9) Has any employee or other person speaking on behalf of Ben & Jerry's made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Scoop Shop?

Yes _____ No _____

10) Has any employee or other person speaking on behalf of Ben & Jerry's made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that Ben & Jerry's will furnish to you that is contrary to, or different from, the information contained in the FDD?

Yes _____ No _____

11) If you have answered "Yes" to any one of questions 6-10, please provide a full explanation of each "Yes" answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered "No" to each of questions 6-10, please leave the following lines blank:

_____

_____

_____

Communications with Current and Former Ben & Jerry's Franchisees

12) I have spoken with current and former Ben & Jerry's franchisees, and I chose which franchisees, and how many franchisees, to speak with.

Yes _____ No _____

If you answered "Yes" to this question 12, please complete chart below (attach additional pages, as needed, and refer to them below.) If you have not spoken with any Ben & Jerry's franchisees, then please leave the chart blank.

Name of Ben & Jerry's Franchisee I Spoke With	**Approximate Date**

The Ben & Jerry's Agreement

13) The following dates and information are true and correct:

a._____, 20__ The date when I received a fully completed copy (other than signatures) of the Ben & Jerry's Agreement and all other documents I later signed.

Initials_____

b._____, 20__ The date on which I signed the Ben & Jerry's Agreement.

Initials_____

c._____, 20__ The date on which I made a payment of consideration relating the Ben & Jerry's franchise.

Initials_____

14) Have you received and personally reviewed the Ben & Jerry's Agreement?

Yes _____ No _____

15) Do you understand all of the information contained in the Ben & Jerry's Agreement?

Yes _____ No _____

If No, what parts of the Ben & Jerry's Agreement do you not understand?

_____

_____

_____

_____

_____

16) Do you understand that no agreement or addendum is effective until it is also signed and dated by Ben & Jerry's?

Yes _____ No _____

17) Do you understand that there are no promises, agreements, "side deals," arrangements, written or oral that are not in the Ben & Jerry's Agreement?

Yes _____ No _____

18) Do you understand that all disputes and claims you may have against Ben & Jerry's may be heard in the state or federal courts in Vermont?

Yes _____ No _____

19) Do you understand that the Ben & Jerry's Agreement provides that you can only collect compensatory damages on any claim under or related to the Ben & Jerry's Agreement, and not any consequential or punitive damages?

Yes _____ No _____

20) Do you understand that the Ben & Jerry's Agreement includes a waiver of jury trials?

Yes _____ No _____

21) If you have answered "No" to any one of the questions 16-20, please provide a full explanation of each "No" answer in the following blank lines. If you have answered "Yes" to each of the questions 16-20, please leave the following lines blank:

_____

_____

_____

_____

_____

22) Have you entered into any binding agreement with Ben & Jerry's concerning the purchase of this franchise *prior* to the date you signed the Ben & Jerry's Agreement (*i.e.*, the date indicated in 13(b), above)?

Yes _____ No _____

23) Have you paid any money to Ben & Jerry's concerning the purchase of this franchise *prior* to the date you signed the Ben & Jerry's Agreement (*i.e.*, the date indicated in 13(b), above)?

Yes _____ No _____

General Considerations

24) Have you discussed the benefits and risks of establishing and operating a Scoop Shop with an attorney, accountant, or other professional advisor?

Yes _____ No _____

If No, do you wish to have more time to do so?

Yes _____ No _____

25) Do you understand that there are a variety of location types (*i.e.*, free standing, downtown, strip center, interior mall, entertainment center, transportation center, captive, and lifestyle center) and that average revenue and operating costs for each category vary widely?

Yes _____ No _____

26) Do you understand that the success or failure of your Scoop Shop will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors?

Yes _____ No _____

27) If you have answered "No" to either of the questions 25-26, please provide a full explanation of each "No" answer in the following blank lines. If you have answered "Yes" to each of the questions 25-26, please leave the following lines blank:

_____

_____

_____

_____

_____

CERTIFICATION
(FOR NEW OPERATORS)

Your responses to these questions are important to us and we will rely on them.

By signing this certification, you are representing that you have responded truthfully, accurately, and completely to each of the above questions.

Please provide us with the completed Franchise Compliance Questionnaire and Certification (For New Operators) at the time you sign your Ben & Jerry's Agreement and any addenda. Please send the Questionnaire and Certification, along with the Ben & Jerry's Agreement and any addenda, to us at: Legal Department, 35 Thompson Street, South Burlington, Vermont 05403-6828.

FRANCHISE APPLICANT

_____
Signed

_____
Print Name

_____
Date

EXHIBIT Q

STATE SPECIFIC DISCLOSURES

No Waiver or Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and Franchises that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

> No statement, questionnaire, or acknowledgment signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the Franchise.

Hawaii Disclosure

The FDD Cover Page shall be amended by the addition of the following:

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING. THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE. THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

1. The following paragraph is added to the end of Item 17 of the Franchise Disclosure Document:

> No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

2. Exhibit P (Franchisee Compliance Certification) to the Franchise Disclosure Document is hereby deleted in its entirety.

Maryland Disclosure

The Franchise Disclosure Document for Ben & Jerry's Franchising, Inc. for use in the State of Maryland is amended as follows:

1. **Item 17**, "**Renewal, Termination, Transfer and Dispute Resolution**," is amended by the addition of the following language:

> The general releases required for renewal or transfer will not apply with respect to any claim you may have which arises under the Maryland Franchise Registration and Disclosure Law.
>
> Except with respect to claims arising under the Maryland Franchise Registration and Disclosure Law, the Franchise Agreement permits you to sue only in the jurisdiction in which we maintain our principal place of business.
>
> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise or development rights.
>
> You may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

2. **Item 17**, "**Renewal, Termination, Transfer and Dispute Resolution**," shall be amended by the addition of the following language to the summary of Provision "h" of each chart:

> Termination upon bankruptcy may not be enforceable under federal bankruptcy law, 11 U.S.C. Section 101 et seq.

3. **Item 17**, "**Renewal, Termination, Transfer and Dispute Resolution**," shall be amended by the addition of the following language to the summary of Provisions "v" and "w" of each chart:

> , except for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. **Exhibit I**, "**Franchisee Compliance Certification**," shall be amended by the addition of the following at the end of **Exhibit I**:

> The representations under this Franchisee Compliance Certification are not intended, nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

5. Each provision of this Addendum to the Disclosure Document is effective only to the extent (with respect to each provision) that the Maryland Franchise Registration and Disclosure Law (Md. Code Bus. Reg. §§ 14-201 through 14-233), would apply to your franchise and/or development rights, without reference to this Addendum.

Minnesota Disclosure

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the Franchise Disclosure Document for Ben & Jerry's Franchising, Inc. for use in the State of Minnesota shall be amended to include the following:

1. **THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.**

2. **THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.**

3. In **Item 13**, under the heading "**Trademarks**," the third paragraph shall be deleted in its entirety, and shall be replaced by the following new paragraph:

> You must promptly notify us of any unauthorized use of the Proprietary Marks, any challenge to the validity of the Proprietary Marks, or any challenge to our ownership of, right to use and to license others to use, or your right to use, the Proprietary Marks. We have the right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement. We will defend you against any third-party claim, suit, or demand arising out of your use of the Proprietary Marks. If we determine that you have used the Proprietary Marks in accordance with the Franchise Agreement and any applicable addendum you have signed to operate the Shop, we will bear the cost of defense, including the cost of any judgment or settlement. If we determine that you have not used the Proprietary Marks in accordance with the Franchise Agreement and any applicable addendum you have signed to operate the Shop, you must bear the cost of defense, including the cost of any judgment or settlement. If there is any litigation relating to your use of the Proprietary Marks, you must execute all documents and do all

things as may be necessary to carry out a defense or prosecution, including becoming a nominal party to any legal action. Unless litigation results from your use of the Proprietary Marks in a manner inconsistent with the terms of the Franchise Agreement and any applicable addendum, we will reimburse you for your out-of-pocket costs. Pursuant to Minnesota Stat. Sec. 80C.12, Subd. 1(g), we are required to protect any rights which you have to use the trademarks, service marks, logotypes or other commercial symbols or indemnify you from any loss, costs and expenses arising out of any claim, suit or demand regarding the use of the name. Under Minnesota Stat. Sec. 80C.12, Subd. 1(g), Minnesota considers it unfair to not protect your right to use the trademarks.

4. **Item 17**, under the heading "**Renewal, Termination, Transfer and Dispute Resolution**," shall be amended by the addition of the following new paragraphs:

With respect to franchisees/developers governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3,4, and 5 which require, except in certain specified cases, that a franchisee/developer be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Franchise Agreement, and that consent to the transfer of the franchise not be unreasonably withheld.

Pursuant to Minn. Rule 2860.4400D, any general release of claims that you or a transferor may have against us or our shareholders, directors, employees and agents, including without limitation claims arising under federal, state, and local laws and regulations shall exclude claims you or a transferor may have under the Minnesota Franchise Law and the Rules and Regulations promulgated thereunder by the Commissioner of Commerce.

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, we must comply with the limitation on actions provision appearing at Minn. Stat. §80C.17, Subd. 5. Nothing in the Disclosure Document or agreement(s) can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

5. The following paragraph is added to the end of **Item 17** of the Franchise Disclosure Document:

No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

5. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commission of Commerce are met independently without reference to this Addendum to the Disclosure Document.

Virginia Disclosure

In recognition of the requirements of the Virginia Retail Franchising Act (Code of Virginia, Title 13.1, Chapter 8, §§ 13.1-557 through 13.1-574), and of the associated Retail Franchising Act Rules (Title 21, Chapter 110 of the Virginia Administrative Code), the Franchise Disclosure Document for Ben & Jerry's Franchising, Inc. for use in the Commonwealth of Virginia shall be amended to include the following:

1. The following language is added to the end of the "**Summary**" section of **Item 17(r)** of the Franchise Disclosure Document, captioned "**Non-competition covenants after the franchise is terminated or expires**":

> Effective July 1, 2026, under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act ("Act"), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.

2. The following language is added to the end of the "**Summary**" section of **Item 17(w)** of the Franchise Disclosure Document, captioned "Choice of Law":

> Effective July 1, 2026, under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

3. The following paragraph is added to the end of **Item 17** of the Franchise Disclosure Document:

> No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

4. Each provision of this Addendum to the Disclosure Document is effective only to the extent (with respect to each provision) that the Virginia Retail Franchising Act (Code of Virginia, Title 13.1, Chapter 8, §§ 13.1-557 through 13.1-574), and of the associated Retail Franchising Act Rules (Title 21, Chapter 110 of the Virginia

Administrative Code) would apply to your franchise and/or development rights, without reference to this Addendum.

Disclosure Regarding Washington Assurance of Discontinuance

On October 11, 2019, we voluntarily, and without admitting any liability, entered into an Assurance of Discontinuance ("AOD") with the State of Washington (No. 19-2-26752-6) to resolve allegations by the Washington Attorney General that certain provisions of our franchise agreement (which historically appeared in the franchise agreements used by many franchise systems) violated Washington state and federal antitrust and unfair practices laws. Pursuant to the AOD, we agreed to remove from all future franchise agreements any provision which restricts a franchisee from soliciting and/or hiring our employees or the employees of our franchisees. While we have never enforced this provision against any franchisee, we also agreed not to enforce this provision in any existing franchise agreements, and to notify our franchisees accordingly. The State of Washington did not assess any fines or other monetary penalties against us in connection with the AOD or the Attorney General's allegations.

EXHIBIT R

STATE SPECIFIC AMENDMENTS

Hawaii Amendment to Franchise Agreement

In recognition of the requirements of Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, *et seq.*, the parties to the attached Ben & Jerry's Franchising, Inc. Franchise Agreement (the "**Agreement**") agree as follows:

1. The acknowledgements in Section 27 of the Franchise Agreement are hereby deleted.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Hawaii amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

_____	Ben & Jerry's Franchising, Inc.
OPERATOR	BEN & JERRY'S
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

Hawaii Amendment to Development Agreement

In recognition of the requirements of Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, *et seq.*, the parties to the attached Ben & Jerry's Franchising, Inc. Development Agreement (the "**Agreement**") agree as follows:

2. The acknowledgements in Section 18 of the Development Agreement are hereby deleted.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Hawaii amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

_____	Ben & Jerry's Franchising, Inc.
DEVELOPER	BEN & JERRY'S
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

Maryland Preliminary Agreement Amendment

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg., §§ 14-201 through 14-233, the parties to the attached Ben & Jerry's Franchising, Inc. Preliminary Agreement (the "**Agreement**") agree as follows:

1. **Section 11** of the Agreement, under the heading "**Acknowledgment**," shall be supplemented by the following:

> The foregoing acknowledgment is not intended to nor shall it act as a release, estoppel or waiver of any liability under the Maryland Franchise Registration and Disclosure Law.

2. **Section 15** of the Agreement shall be deleted in its entirety, and shall have no force or effect; and the following shall be substituted in lieu thereof:

> 15. Any legal action brought by any party against the other in any forum or court, whether federal or state, shall be brought only within the judicial district in which BEN & JERRY'S has its principal place of business at the time the action or proceeding is initiated**, except with respect to claims arising under the Maryland Franchise Registration and Disclosure Law.** Any such action shall be brought in federal court if federal court jurisdiction exists and, if it does not exist, then in state court. The parties agree that this Section 14 shall not be construed as preventing either party from removing an action from state to federal court. The parties hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision. Any such action shall be conducted on an individual basis, and not as part of a consolidated, common, representative, or class action.

3. **Section 17** of the Agreement shall be deleted in its entirety, and shall have no force or effect; and the following shall be substituted in lieu thereof:

> 17. Any and all claims and actions arising out of or relating to this Preliminary Agreement, the relationship of PROSPECTIVE OPERATOR and BEN & JERRY'S, or PROSPECTIVE OPERATOR's activities hereunder, brought by either party hereto against the other, whether in mediation or a legal action, shall be commenced within one (1) year from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be barred; except that any and all claims arising under the Maryland Franchise Registration and Disclosure Law shall be commenced within three (3) years from the grant of the franchise.

4. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Maryland amendment to the Preliminary Agreement on the same date as the Preliminary Agreement was executed.

_____	Ben & Jerry's Franchising, Inc.
PROSPECTIVE OPERATOR	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Maryland Franchise Agreement Amendment

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg., §§ 14-201 through 14-233, the parties to the attached Ben & Jerry's Franchising, Inc. Franchise Agreement (the "**Agreement**") agree as follows:

1. **Section 2.2.4** of the Agreement, under the heading "**Term And Renewal**," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> 2.2.4. OPERATOR, any owner with a beneficial interest in OPERATOR (an "**Owner**") as listed in Exhibit C to this Agreement, and any franchisee, operator, licensee or developer of BEN & JERRY'S in which OPERATOR and/or any Owner has a beneficial interest, shall execute a general release, in a form prescribed by BEN & JERRY'S, of any and all claims against BEN & JERRY'S, and its respective officers, directors, agents, and employees, excluding only such claims as the OPERATOR or Owner may have under the Maryland Franchise Registration and Disclosure Law;

2. **Section 14.3.3** of the Agreement, under the heading "**Transfer Of Interest**," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> 14.3.3 That OPERATOR, any Owner, any franchisee or developer of BEN & JERRY'S in which OPERATOR and/or any Owner has a beneficial interest, shall execute a general release, in a form prescribed by BEN & JERRY'S, of any and all claims against BEN & JERRY'S, and their respective officers, directors, agents, and employees, excluding only such claims as the transferor may have under the Maryland Franchise Registration and Disclosure Law;

3. **Section 26.4** of the Agreement, under the heading "**Applicable Law**," shall be deleted in its entirety, and shall have no force or effect; and the following shall be substituted in lieu thereof:

> 26.4 Any legal action brought by any party against the other in any forum or court, whether federal or state, shall be brought only within the judicial district in which BEN & JERRY'S has its principal place of business at the time the action or proceeding is initiated**, except with respect to claims arising under the Maryland Franchise Registration and Disclosure Law.** Any such action shall be brought in federal court if federal court jurisdiction exists and, if it does not exist, then in state court. The parties agree that this Section 26.4 shall not be construed as preventing either party from removing an action from state to federal court. The parties hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision. Any such action shall be conducted on an individual basis, and not as part of a consolidated, common, representative, or class action.

4. **Section 26.8** of the Agreement, under the heading "**Applicable Law**," shall be deleted in its entirety, and shall have no force or effect; and the following shall be substituted in lieu thereof:

> 26.8 Any and all claims and actions arising out of or relating to this Agreement, the relationship of OPERATOR and BEN & JERRY'S, or OPERATOR's operation of the Scoop Shop, brought by either party hereto against the other, whether in mediation, or a legal action, shall be commenced within one (1) year from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be barred; except that any and all claims arising under the Maryland Franchise Registration and Disclosure Law (Md. Code Bus. Reg. §§ 14-201 through 14-233) shall be commenced within three (3) years from the grant of the franchise.

5. **Sections 27.1, 27.2** and **27.5** of the Agreement shall deleted in their entirety.

6. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Maryland amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

_____	Ben & Jerry's Franchising, Inc.
OPERATOR (print name of Operator)	BEN & JERRY'S
By: _____	By: _____
(signature)	
Name: _____	Name: _____
(print name of signatory)	
Title: _____	Title: _____
(print title of signatory)	

Maryland Development Agreement Amendment

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg., §§ 14-201 through 14-233, the parties to the attached Ben & Jerry's Franchising, Inc. Development Agreement (the "**Agreement**") agree as follows:

1. **Section 17.4** of the Agreement, under the heading "**Applicable Law**," shall be deleted in its entirety, and shall have no force or effect; and the following shall be substituted in lieu thereof:

> 17.4 Any legal action brought by any party against the other in any forum or court, whether federal or state, shall be brought only within the judicial district in which BEN & JERRY'S has its principal place of business at the time the action or proceeding is initiated**; except that any and all claims arising under the Maryland Franchise Registration and Disclosure Law shall be commenced within three (3) years from the grant of the franchise.** Any such action shall be brought in federal court if federal court jurisdiction exists and, if it does not exist, then in state court. The parties agree that this Section 17.4 shall not be construed as preventing either party from removing an action from state to federal court. The parties hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision. Any such action shall be conducted on an individual basis, and not as part of a consolidated, common, representative, or class action.

2. **Section 17.6** of the Agreement, under the heading "**Applicable Law**," shall be deleted in its entirety, and shall have no force or effect; and the following shall be substituted in lieu thereof:

> 17.6 Any and all claims and actions arising out of or relating to this Agreement, the relationship of DEVELOPER and BEN & JERRY'S, DEVELOPER'S or BEN & JERRY'S actions in connection with this Agreement or DEVELOPER'S operation of a Scoop Shop, brought by either party hereto against the other, whether in mediation or a legal action, shall be commenced within one (1) year from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be barred; except that any and all claims arising under the Maryland Franchise Registration and Disclosure Law (Md. Code Bus. Reg. §§ 14-201 through 14-233) shall be commenced within three (3) years from the grant of the franchise.

3. **Section 18** of the Agreement, under the heading "**Miscellaneous**," shall be supplemented by the following:

> 18.8 The foregoing acknowledgments are not intended to nor shall they act as a release, estoppel or waiver of any liability under the Maryland Franchise Registration and Disclosure Law.

4. **Sections 18.1** and **18.4** of the Agreement, under the heading "**Miscellaneous**," shall be deleted in their entirety.

5. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Maryland amendment to the Development Agreement on the same date as the Development Agreement was executed.

_____
DEVELOPER

By:_____

Name:_____

Title:_____

By:_____

Name:_____

Title:_____

BEN & JERRY'S FRANCHISING, INC.

By:_____

Name:_____

Title:_____

Minnesota Amendment to Franchise Agreement

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the parties to the attached Ben & Jerry's Franchising, Inc. Franchise Agreement (the "**Agreement**") agree as follows:

1. Subsection 2.2.4 of the Agreement, under the heading "**Term and Renewal**," shall be deleted in its entirety and shall have no force or effect, and the following new subsection 2.2.4 shall be inserted in lieu thereof:

> 2.2.4 OPERATOR shall execute a general release, in a form prescribed by BEN & JERRY'S, of any and all claims against BEN & JERRY'S and its affiliates, and their respective officers, directors, agents, and employees, excluding only such claims as OPERATOR may have that have arisen under the Minnesota Franchises Law and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce;

2. Section 2 of the Agreement, under the heading "**Term and Renewal**," shall be supplemented by the addition of the following new subsection 2.4:

> 2.4 Minnesota law provides franchisees with certain non-renewal rights. In sum, Minn. Stat. § 80C.14 (subd. 4) currently requires, except in certain specified cases, that a franchisee be given 180 days' notice of non-renewal of a franchise agreement.

3. Section 8 of the Agreement, under the heading "**Proprietary Marks**," shall be supplemented by the addition of the following new subsection 8.5:

> 8.5 Pursuant to Minnesota Stat. Sec. 80C.12, Subd. 1(g), BEN & JERRY'S is required to protect any rights OPERATOR may have to use the Proprietary Marks.

4. Subsection 14.3.3 of the Agreement, under the heading "**Transfer of Interest**," shall be deleted in its entirety and shall have no force or effect, and the following new subsection 14.3.3 shall be inserted in lieu thereof:

> 14.3.3 That the transferor (and, if the transferor is other than an individual, the transferor and such owners of a beneficial interest in the transferor as BEN & JERRY'S may request) shall have executed a general release in a form satisfactory to BEN & JERRY'S of any and all claims against BEN & JERRY'S and its affiliates and their respective officers, directors, agents, and employees, excluding only such claims as the transferor may have under the Minnesota Franchises Law and the Rules and

Regulations promulgated thereunder by the Minnesota Commissioner of Commerce;

5. Section 14 of the Agreement, under the heading "**Transfer of Interest**," shall be supplemented by the addition of the following new subsection 14.13:

14.13 Minnesota law provides franchisees with certain transfer rights. In sum, Minn. Stat. § 80C.14 (subd. 5) currently requires that consent to the transfer of the franchise may not be unreasonably withheld.

6. Section 15 of the Agreement, under the heading "**Default and Termination**," shall be supplemented by the addition of the following new subsection 15.6:

15.6 Minnesota law provides franchisees with certain termination rights. In sum, Minn. Stat. § 80C.14 (subd. 3) currently requires, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) of a franchise agreement.

7. Section 26.7 and 26.8 of the Agreement, under the heading "**Applicable Law**," shall be deleted in its entirety and shall have no force or effect, and the following new subsections 26.7 and 26.8 shall be substituted in lieu thereof:

26.7 **WAIVER OF JURY TRIAL. BEN & JERRY'S AND OPERATOR IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR INEQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, EXCLUDING ONLY SUCH ACTIONS AS MAY ARISE UNDER THE MINNESOTA FRANCHISES LAW AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER BY THE MINNESOTA COMMISSIONER OF COMMERCE.**

26.8 Any and all claims and actions arising out of or relating to this Agreement, the relationship of OPERATOR and BEN & JERRY'S, or OPERATOR's operation of the Scoop Shop, brought by either party hereto against the other, whether in mediation, or a legal action, shall be commenced within two (2) years from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be barred, excluding only such actions as may arise under the Minnesota Franchises Law and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, which shall be commenced within three (3) years from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be barred.

8. Section 26.10 of the Agreement, under the heading "**Applicable Law**," shall be deleted in its entirety and shall have no force or effect, and the following new subsection 26.10 shall be substituted in lieu thereof:

26.10 Nothing herein contained shall bar the right of BEN & JERRY'S to seek injunctive relief against threatened conduct that will cause it loss or damages (including, but not limited to, those matters set forth in the second sentence of Section 26.2, as well as potential violations of the terms of Sections 8, 9, 10, 14, 16, and 17 of this Agreement) under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

9. Section 26 of the Agreement, under the heading "**Applicable Law**," shall be supplemented by the addition of the following new subsection 26.11:

26.11 Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit BEN & JERRY'S from requiring litigation to be conducted outside Minnesota, or from requiring OPERATOR to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in this Agreement can abrogate or reduce (1) any of OPERATOR'S rights as provided for in Minnesota Statutes, Chapter 80C, or (2) OPERATOR'S rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

10. Each provision of this Agreement shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce are met independently without reference to this Addendum to the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Minnesota amendment to the Franchise Agreement in duplicate on the date first above written.

_____	Ben & Jerry's Franchising, Inc.
OPERATOR	BEN & JERRY'S
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Minnesota Amendment to Development Agreement

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the parties to the attached Ben & Jerry's Franchising, Inc. Development Agreement (the "**Agreement**") agree as follows:

1. Section 6 of the Agreement, under the heading "**Default and Termination**," shall be supplemented by the addition of the following new subsection 6.8:

> 6.8 Minnesota law provides franchisees with certain termination rights. In sum, Minn. Stat. § 80C.14 (subd. 3) currently requires, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) of the Agreement.

2. Section 7 of the Agreement, under the heading "**Transfer of Interest**," shall be supplemented by the addition of the following new subsection 7.4:

> 7.4 Minnesota law provides franchisees with certain transfer rights. In sum, Minn. Stat. §80C.14 (subd. 5) currently requires that consent to the transfer of the franchise may not be unreasonably withheld.

3. Subsection 17.4 of the Agreement, under the heading "**Applicable Law**," shall be supplemented by the following new subsection 17.4.1, which shall be considered an integral part of the Agreement:

> 17.4.1 Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, or from requiring Developer to consent to liquidated damages, termination penalties or judgement notes. In addition, nothing in the Disclosure Document or agreement can abrogate or reduce (1) any of your rights as provided for in Minnesota Statutes, Chapter 80C, or (2) your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

4. Subsection 17.5 of the Agreement, under the heading "**Applicable Law**," shall be deleted in its entirety and shall have no force or effect; and the following subsection 17.5 shall be substituted in lieu thereof:

> 17.5 **WAIVER OF JURY TRIAL**. **BEN & JERRY'S AND DEVELOPER IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, EXCLUDING ONLY SUCH ACTIONS AS MAY ARISE UNDER THE MINNESOTA FRANCHISES LAW AND THE RULES AND REGULATIONS PROMULGATED**

THEREUNDER BY THE MINNESOTA COMMISSIONER OF COMMERCE.

5. Subsection 17.6 of the Agreement, under the heading "**Applicable Law**," shall be deleted in its entirety and shall have no force or effect; and the following subsection 17.6 shall be substituted in lieu thereof:

> 17.6 Any and all claims and actions arising out of or relating to this Agreement, the relationship of DEVELOPER and BEN & JERRY'S, or DEVELOPER'S operation of any Scoop Shop, brought by either party hereto against the other, whether in mediation, or a legal action, shall be commenced within two (2) years from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be barred, excluding only such actions as may arise under the Minnesota Franchises Law and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, which shall be commenced within three (3) years from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be barred.

6. Subsection 17.8 of the Agreement, under the heading "**Applicable Law**," shall be deleted in its entirety and shall have no force or effect; and the following subsection 17.8 shall be substituted in lieu thereof:

> 17.8 Nothing herein contained shall bar the right of BEN & JERRY'S to seek injunctive relief against threatened conduct that will cause it loss or damages under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

7. Each provision of this Agreement shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce are met independently without reference to this Addendum to the Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Minnesota amendment to the Development Agreement on the same date as the Development Agreement was executed.

_____
DEVELOPER

By:_____

Name:_____

Title:_____

By:_____

Name:_____

Title:_____

BEN & JERRY'S FRANCHISING, INC.

By:_____

Name:_____

Title:_____

Virginia Preliminary Agreement Amendment

THIS AMENDMENT IS TO BE SIGNED ONLY IF THE PRELIMINARY AGREEMENT TO WHICH IT RELATES IS SIGNED ON OR AFTER JULY 1, 2026.

In recognition of the requirements of the Virginia Retail Franchising Act (Code of Virginia, Title 13.1, Chapter 8, §§ 13.1-557 through 13.1-574), the parties to the attached Ben & Jerry's Franchising, Inc. Preliminary Agreement (the "**Agreement**") agree as follows:

1. Effective July 1, 2026, the Virginia Retail Franchising Act provides as follows:

   a. Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act ("**Act**"), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.

   b. Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

2. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Virginia Retail Franchising Act are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Virginia amendment to the Preliminary Agreement on the same date as the Preliminary Agreement was executed.

_____	Ben & Jerry's Franchising, Inc.
PROSPECTIVE OPERATOR	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Virginia Franchise Agreement Amendment

THIS AMENDMENT IS TO BE SIGNED ONLY IF THE FRANCHISE AGREEMENT TO WHICH IT RELATES IS SIGNED ON OR AFTER JULY 1, 2026.

In recognition of the requirements of the Virginia Retail Franchising Act (Code of Virginia, Title 13.1, Chapter 8, §§ 13.1-557 through 13.1-574), the parties to the attached Ben & Jerry's Franchising, Inc. Franchise Agreement (the "**Agreement**") agree as follows:

2. Effective July 1, 2026, the Virginia Retail Franchising Act provides as follows:

> a. Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act ("**Act**"), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.
>
> b. Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

2. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Virginia Retail Franchising Act is met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Virginia amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

_____	Ben & Jerry's Franchising, Inc.
OPERATOR (print name of Operator)	BEN & JERRY'S
By: _____	By: _____
(signature)	
Name: _____	Name: _____
(print name of signatory)	
Title: _____	Title: _____
(print title of signatory)	

Virginia Development Agreement Amendment

THIS AMENDMENT IS TO BE SIGNED ONLY IF THE DEVELOPMENT AGREEMENT TO WHICH IT RELATES IS SIGNED ON OR AFTER JULY 1, 2026.

In recognition of the requirements of the Virginia Retail Franchising Act (Code of Virginia, Title 13.1, Chapter 8, §§ 13.1-557 through 13.1-574), the parties to the attached Ben & Jerry's Franchising, Inc. Development Agreement (the "**Agreement**") agree as follows:

1. Effective July 1, 2026, the Virginia Retail Franchising Act provides as follows:

> a. Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act ("**Act**"), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.
>
> b. Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

3. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Virginia Retail Franchising Act are met independently without reference to this amendment.

Signatures Appear on Following Page.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Virginia amendment to the Development Agreement on the same date as the Development Agreement was executed.

_____
DEVELOPER

By:_____

Name:_____

Title:_____

By:_____

Name:_____

Title:_____

BEN & JERRY'S FRANCHISING, INC.

By:_____

Name:_____

Title:_____

EXHIBIT S

STATE EFFECTIVE DATES

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	May 29, 2026 (Exempt)
Hawaii	Pending
Illinois	May 29. 2026 (Exempt)
Indiana	May 29, 2026 (Exempt)
Maryland	Pending (Exempt)
Michigan	May 29, 2026
Minnesota	Pending
New York	May 29, 2026 (Exempt)
North Dakota	Pending (Exempt)
Rhode Island	Pending (Exempt)
South Dakota	Pending
Virginia	Pending (Exempt)
Washington	Pending (Exempt)
Wisconsin	June 3, 2026

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 T

RECEIPTS

ITEM 23 - RECEIPTS

(To be retained by Franchisee)

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 Ben & Jerry's Franchising, Inc. offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. However, some state franchise laws, including New York, require Ben & Jerry's Franchising, Inc. to provide this Disclosure Document to you at the first personal meeting held to discuss the franchise sale or at least 10 business days (in Michigan) before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Ben & Jerry's Franchising, Inc. 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 your state agency.

The name, principal business address, and telephone number of each franchise seller is as follows:

Patrick Shank

Ben & Jerry's Franchising, Inc.
35 Thompson Street
South Burlington, Vermont 05403
(802) 846-1500

Issuance Date: May 29, 2026

We authorize the agents listed in **Exhibit O** to receive service of process for us.

I have received a Disclosure Document dated May 29, 2026 that included the following Exhibits and other Attachments:

- A Site Authorization Notice
- B Confidentiality Agreement (for Prospective Operators)
- C Preliminary Agreement
- D Franchise Agreement
- E Satellite Addendum to Franchise Agreement
- F Reduced Term Addendum to Franchise Agreement
- G Warehouse Addendum
- H Test Shop Addendum to Existing Franchise Agreement
- I Development Agreement
- J Lease Rider
- K Sample General Release
- L Table of Contents for Ben & Jerry's Franchising, Inc. Franchise Operations Manual
- M List of Current and Former Franchisees & Current and Former Developers
- N List of Administrators
- O Agents for Service of Process
- P Franchisee Compliance Certification
- Q State-specific Disclosures
- R State-specific Amendments
- S State Effective Dates
- T Receipts

Date Received

Prospective Franchisee

Name (please print)
Address:

ITEM 23 - RECEIPTS

(To be signed, dated, and sent to Franchisor)

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 Ben & Jerry's Franchising, Inc. offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. However, some state franchise laws, including New York, require Ben & Jerry's Franchising, Inc. to provide this Disclosure Document to you at the first personal meeting held to discuss the franchise sale or at least 10 business days (in Michigan) before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Ben & Jerry's Franchising, Inc. 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 your state agency.

The name, principal business address, and telephone number of each franchise seller is as follows:

Patrick Shank

Ben & Jerry's Franchising, Inc.
35 Thompson Street
South Burlington, Vermont 05403
(802) 846-1500

Issuance Date: May 29, 2026

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- G Warehouse Addendum
- H Test Shop Addendum to Existing Franchise Agreement
- I Development Agreement
- J Lease Rider
- K Sample General Release
- L Table of Contents for Ben & Jerry's Franchising, Inc. Franchise Operations Manual
- M List of Current and Former Franchisees & Current and Former Developers
- N List of Administrators
- O Agents for Service of Process
- P Franchisee Compliance Certification
- Q State-specific Disclosures
- R State-specific Amendments
- S State Effective Dates
- T Receipts

Date Received

Prospective Franchisee

Name (please print)
Address: