

FRANCHISE DISCLOSURE DOCUMENT

PINKBERRY VENTURES, INC. a California corporation 9311 E. Via De Ventura Scottsdale, AZ 85258 (480) 362-4800 www.pinkberry.com



We offer license agreements for Pinkberry Shops. Pinkberry Shops provide a health-conscious, customer-oriented environment that specialize in frozen yogurt with fresh fruit and other toppings, and may offer a choice of yogurt, yogurt drinks, smoothies, frozen desserts, beverages, and other products and services.

The total investment necessary to begin operation of a Pinkberry franchise ranges from \$310,442 to \$607,745. This includes \$42,470 to \$44,470 that must be paid to the franchisor or an affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosure in different formats, contact Pinkberry Ventures, Inc., Attn: John Wuycheck, 9311 E. Via De Ventura, Scottsdale, Arizona 85258 and (480) 362-4800.

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 an attorney or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1–877–FTC–HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance date: April 10, 2015, amended August 28, 2015, amended January 29, 2016.

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STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state administrators listed in Exhibit H for information about the franchisor, about other franchisors, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

- 1. THE LICENSE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION, MEDIATION AND/OR JUDICIAL REFERENCE (CALIFORNIA JUDICIAL REFERENCE PROVIDES FOR DISPUTES TO BE SUBMITTED FOR RESOLUTION TO A COURT-APPOINTED OR PARTY-SELECTED "REFEREE" IN ACCORDANCE WITH CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 ET SEQ.) ONLY IN LOS ANGELES, CALIFORNIA. OUT-OF-STATE LITIGATION, MEDIATION AND/OR JUDICIAL REFERENCE MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO SUE, MEDIATE AND/OR PARTICIPATE IN A JUDICIAL REFERENCE WITH US IN CALIFORNIA THAN IN YOUR OWN STATE.
- 2. THE LICENSE AGREEMENT STATES THAT CALIFORNIA LAW GOVERNS CERTAIN ISSUES THAT MAY ARISE OUT OF THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
- 3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We may use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

Effective Date: See state effective dates on next page.

160129



STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan (notice filing without Franchise Disclosure Document), Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This Franchise Disclosure Document is registered or on file in the following states having franchise registration and disclosure laws, with the following effective dates:

State	Effective Date
California	April 29, 2015, as amended
Michigan	June 29, 2015
New York	September 15, 2015, as amended February 19, 2016

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