

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, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

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

<u>STATE</u>	<u>EFFECTIVE DATE</u>
California	July 16, 2018 <u>Pending</u>
Illinois	May 17, 2018 <u>Pending</u>
Indiana	April 23, 2018 <u>June 21, 2019</u>
Maryland	September 11, 2018
Minnesota	August 7, 2018
New York	May 24, 2018 <u>June 18, 2019</u>
North Dakota	May 23, 2018
Rhode Island	April 30, 2018 <u>2019</u>
South Dakota	April 26, 2018
Virginia	August 1, 2018
Washington	August 7, 2018
Wisconsin	April 25, 2018 <u>June 21, 2019</u>

In all other states that do not require registration, the effective date of this Disclosure Document is the issuance date of April 29, 2019.

You may only sell products and services in the manner we prescribe. You may only solicit sales from customers in your Territory. Your local advertising must target customers in your Territory, although the reach of your local advertising may extend beyond your Territory. See Item 12 for restrictions on sales within and outside the Territory.

ITEM 17: RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

	Provision	Section in Franchise Agreement	Summary
a.	Length of the franchise term	Art. 4	Term is ten years for a WOOPS! Shop or five years for a WOOPS! Mobile Business
b.	Renewal or extension of the Term	Sections 5.1 and 5.5	If you are in good standing as defined below, you can renew for one additional terms of five years for a WOOPS! Shop or three years for a WOOPS! Mobile Business, unless we have determined, in our sole discretion, to withdraw from your Territory
c.	Requirements for franchisee to renew or extend	Sections 5.2 and 5.3	Be in full compliance, have no more than three (3) events of default during current term, provide written notice to us at least six months before the end of the term, execute a new franchise agreement, pay us a renewal fee of \$2,500 <u>50% of the then-current initial franchise fee</u> WOOPS! Mobile Business and \$5,000 for WOOPS! Shop , continue to have the right to occupy the premises or have received approval from us to relocate, remodel your Franchised Business location, execute a general release, comply with then-current qualifications and training requirements, including completion of additional training. You may be asked to sign a new Franchise Agreement with materially different terms and conditions than your original Franchise Agreement.
d.	Termination by franchisee	Not Applicable	Not Applicable
e.	Termination by franchisor without cause	Section 16.7	The Franchise Agreement will terminate automatically upon your death or permanent disability, unless prohibited by law and the Franchise is transferred within 6 months to a replacement franchisee that we approve.

See the state addenda to this Franchise Disclosure Document and the Franchise Agreement for special state disclosures.

ITEM 18: PUBLIC FIGURES

We do not currently 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 outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

This Item contains an historic financial performance representation of our existing outlets in ~~2017~~2018. In calendar year 2018, we had a total of 53 outlets, of which 43 outlets were WOOPS!® Mobile Businesses and 10 outlets were WOOPS!® Shops. The following tables shows the 2018 Gross Revenues of 38 WOOPS!® Mobile Businesses (4 affiliate-owned and 34 franchise-owned) and 10 WOOPS!® Shops (4 affiliate-owned and 6 franchise-owned). Two (2) WOOPS!® Mobile Businesses and one (1) WOOPS!® Shop have been excluded from this financial performance representation as they experienced closures prior to December 31, 2018. Two (2) WOOPS!® Mobile Businesses have been excluded from this financial performance representation as they were open less than two (2) months on December 31, 2018. One (1) WOOPS!® Mobile Business has been excluded from this financial performance representation as it is currently operating under a franchise model that we are testing, and which does not reflect the business you will be operating. This franchisee operates under a WOOPS!® Mobile Business/WOOPS!® Shop hybrid model, whereas you will be operating either a WOOPS!® Mobile Business or a WOOPS!® Shop.

The Gross Revenue is revenue from the first day of operation in 2018 through December 31, 2018. The data used in preparing this financial performance representation was compiled from information contained in our POS System. Franchisees report their sales through the POS System, and while we believe that their sales reporting is accurate, we have not independently verified the information.

This is a document preview downloaded from FranchisePanda.com. The full document is available for free by visiting: <https://franchisepanda.com/franchises/woops>