

Provision	Section in Franchise Agreement	Summary
r. Non-competition covenants after the Franchise is terminated or expires	Section 14	Owners cannot have an interest in any competitive business located or operating within: (i) a 25-mile radius from Franchisee's Totally Nutz Business (and including the premises of the approved location of Franchisee); and (ii) a 25-mile radius from any site or location where you held an Event during the term of the Franchise Agreement Owners may not solicit any customer of the Franchise or any Totally Nutz Franchise for two years (subject to state law).
s. Modification of agreement	Sections 2.3 and 16	No modifications of the Franchise Agreement during the term unless agreed to in writing, but the Brand Standards Manual is subject to change at any time in our discretion. Modifications are permitted on renewal.
t. Integration/merger clause	Section 16	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to state law). Any representations or promises outside of this Franchise Disclosure Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 15	Except for certain claims, all disputes must be mediated and arbitrated in the city closest to our principal place of business (currently St. George, Utah), subject to applicable state law.
v. Choice of forum	Section 15	All disputes must be mediated, arbitrated, and if applicable, litigated in the city closest to our principal place of business (currently St. George, Utah), subject to applicable state law.
w. Choice of law	Section 15	Utah law, except for the Utah Business Opportunity Investment Act, applies, subject to applicable state law.

**ITEM 18  
PUBLIC FIGURES**

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

**ITEM 19  
FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC's Franchise Rule permits a franchisor to disclose 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 the information is included in the Franchise Disclosure Document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about performance at a particular location or under particular circumstances.

As of December 31, 2025, we had a total of 71 franchised Totally Nutz outlets (“Franchised Outlets”) operated by 12 franchisees, and 20 affiliate-owned Totally Nutz outlets (“Affiliate Outlets”) operated by our affiliate, TNF. For purposes of this Item 19, “Reporting Period” means January 1, 2025 through December 31, 2025. Of the 71 Franchised Outlets open as of December 31, 2025, 70 had been open for at least 12 months as of December 31, 2025. Of those 70 Franchised Outlets that had been open for at least 12 months as of December 31, 2025, 40 did not operate at any time during the Reporting Period and reported no Gross Revenue during the Reporting Period and have been excluded. All 20 Affiliate Outlets had been open for at least 12 months as of December 31, 2025. Of those 20 Franchised Outlets that had been open for at least 12 months as of December 31, 2025, one did not operate at any time during the Reporting Period and reported no Gross Revenue during the Reporting Period and has been excluded. The 40 excluded Franchised Outlets and the one excluded Affiliate Outlet remain reflected in Item 20 as existing outlets because they were open as of year-end, even though they did not operate and reported no Gross Revenue during the Reporting Period. We also excluded the one Franchised Outlet that opened during the Reporting Period, the three Franchised Outlets that were terminated during the Reporting Period, and the five Franchised Outlets that did not renew their franchise agreements during the Reporting Period.

The information in the tables below is a historical financial performance representation of the Gross Revenue of the 30 Franchised Outlets (“Franchise Reporting Group”) and 19 Affiliate Outlets (“Affiliate Reporting Group”) for the Reporting Period.

Many franchisees and our affiliate operate multiple outlets and report Gross Revenue collectively across those outlets and were unable to accurately separate out the Gross Revenue by individual outlets. Because of this, we have presented the number of outlets operated and the collective Gross Revenue for those outlets.

Some Franchised Outlets and Affiliate Outlets operate from carts and some operate from kiosks. We have presented Gross Revenue information separately for kiosk and cart operations for both Franchised Outlets and Affiliate Outlets, with the exception of one franchisee whose outlets include a combination of carts and kiosks.

Additionally, some outlets are operated year round and some operate seasonally. We have included the operations period applicable to each line item during the Reporting Period.

We have included the financial information for carts, kiosks, and seasonal and year-round outlet operations in this financial performance representation because they share similar characteristics with the Totally Nutz Business options offered under this Franchise Disclosure Document. All of the Totally Nutz outlets in the Reporting Groups offer similar services and face a similar degree of competition anticipated for the Totally Nutz Businesses offered under this Franchise Disclosure Document.

**Table 1**  
**Gross Revenue for the Franchised Outlets**  
**During the Reporting Period**

**KIOSKS**

Location	Number of Outlets <sup>(1)</sup>	Operations Period	Gross Revenue <sup>(1)</sup>
Chelmsford, MA	1	November 1 through December 31	\$54,061.81
Little Elm, TX	3	Year Round	\$33,722.75