

- Note 2. The laws in some states require a franchisor to renew a franchise agreement, unless it has good cause not to renew. If you and your Franchise Agreement qualify for renewal under these laws, we will offer renewal to you as required by law.
- Note 3. Cure periods may be extended or provided if required by law.
- Note 4. The provision of the Agreements that provides for termination upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Article 101 et seq.). In addition to the provisions noted in the cart above, the Agreements contain a number of provisions that may affect your legal rights, including a waiver of a right to a jury trial, waiver of punitive damages or exemplary damages, and limitations on whether claims may be raised (See Article 13 of the Franchise Agreement). We recommend that you carefully review all of these provisions, and the entire contract, with a lawyer.
- Note 5. The Agreements contain a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under local state laws.
- Note 6. The Agreements contain a liquidated damages clause. Certain liquidated damages clauses are unenforceable under local state laws.
- Note 7. Applicable state law might require additional disclosures related to the information contained in this Item 17. These additional disclosures, if any, appear in Exhibit D.

ITEM 18: PUBLIC FIGURES

We do not use any public figure to promote our franchise. Although the Franchise Agreement does not prohibit you from using a public figure in promotion or advertising, we must approve any public figure, media, time and text that you propose to use.

ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting Wei Hsiang, Hsu, at 919 NORTH MARKET STREET, SUITE 950, WILMINGTON, DE 19801; 800-246-2677, bow6509@dingtea.com, the Federal Trade Commission, and the appropriate state regulatory agencies.”

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary for Year 2021 to 2023

Outlet Type	Year	Outlets at the Start of the year	Outlets at the End of the Year	Net Change
Franchised	2021	96	116	+20
	2022	116	122	+6
	2023	122	135	+13
Company-Owned	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Total Outlet	2021	96	116	+20
	2022	116	122	+6
	2023	122	135	+13

Table 2
Transfer of Outlets from Franchisees to New Owners
(Other than the Franchisor) for Year 2021 to 2023

State	Year	Number of Transfer
WA	2021	1
	2022	0
	2023	0
Total	2021	1
	2022	0
	2023	0

Table 3