

r.	Non-competition covenants after the developer is terminated, transferred or expires	Article 11	No competing development business for 3 years within 50 miles of your development area or within 25 miles of another then-existing Dirty Dough® Cookies franchise or company or affiliate owned business (including after assignment). If you compete within the restricted time period then this non-compete time period will be tolled and extended for the period of your competition, plus 6 months. Non-competition provisions are subject to state law. For a period of 3 years from termination, transfer, or expiration of your area development agreement, you cannot divert or attempt to divert any business or customer from us, an affiliate, or our franchisees, or injure our goodwill.
s.	Modification of the agreement	Article 11	Modifications must be made in writing and signed by both parties; policies and procedures are subject to change by us.
t.	Integration / merger clause	Article 11	Only the terms of the area development agreement are binding (subject to state law). All representations and promises outside the disclosure document and area development agreement may not be enforceable. No provision in any franchise agreement is intended to disclaim the express representations made in this franchise disclosure document.
u.	Dispute resolution by arbitration or mediation	Article 11	Except for certain claims, for all disputes there must be a face-to-face meeting, mediation, and arbitration. (See state specific addenda).
v.	Choice of forum	Article 11	Arbitration must be in Salt Lake City, Utah. Litigation, if any, must be in Salt Lake City, Utah. (Subject to state law – see state specific addenda).
w.	Choice of Law	Article 11	Utah law, the Federal Arbitration Act and the United States Trademark Act apply. (Subject to state law – see state specific addenda).

## **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 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.



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 Gregg Majewski at 632 N. 2000 W., Unit 110, Lindon, Utah 84042, and 847-608-8500, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20**  
**OUTLETS AND FRANCHISEE INFORMATION**

**Table No. 1**  
**Systemwide Outlet Summary**  
**For Years 2021 to August 21, 2024**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	0	4	+4
	2022	4	13	+9
	2023	13	46	+33
	2024	46	59	+13
Company Owned	2021	1	1	+0
	2022	2	1	-1
	2023	1	14	+13
	2024	14	10	-4
Total Outlets	2021	1	5	+4
	2022	5	13	+8
	2023	13	60	+47
	2024	60	69	+9

**Table No. 2**  
**Transfers of Outlets from Franchisees to New Owners**  
**(other than the Franchisor)**  
**For Years 2021 to August 21, 2024**

State	Year	Number of Transfers
Oklahoma	2021	0
	2022	0
	2023	1
	2024	0
Utah	2021	0
	2022	3
	2023	4
	2024	0

