

	Provision	Section in Multi-Unit Development Agreement	Summary
r.	Non-competition covenants after the franchise is terminated or expires	Section 8.3.2	For 24 months after the termination of the Franchise Agreement, you may not: divert, or attempt to divert, customers of any Urban Wok outlet (including yours) to any competitor, participate in any capacity, including, but not limited to as an owner, investor, officer, director, employee or agent, in any competing business within 10 miles of your former Urban Wok outlet location or any other Urban Wok outlet location, induce any person employed by us to leave their employment; do any act that could damage the goodwill of our trademarks or System, or disrupt or jeopardize our business or that of our franchisees.
s.	Modification of the agreement	Section 12.4	No oral modifications. No amendment of the provisions will be binding upon either party unless the amendment has been made in writing and executed by all interested parties.
t.	Integration/merger clause	Section 12.4	Only the terms of the Multi-Unit Development Agreement and other related written agreements are binding (subject to applicable state law.) Any representations or promises outside of Multi-Unit Development Agreement may not be enforceable. Notwithstanding the foregoing, nothing in the Multi-Unit Development Agreement is intended to disclaim the express representations made in this Franchise Disclosure Document.
u.	Dispute resolution by arbitration or mediation	Sections 10.1, 10.2, 10.3, and 10.4	At our option, claims that are not resolved internally may be submitted to non-binding mediation at our headquarters, and then to binding arbitration, excluding claims related to injunctive relief, anti-trust, the trademarks, and post-termination obligations.
v.	Choice of forum	Section 10.5	Minnesota, subject to applicable state law.
w.	Choice of law	Section 10.5	Minnesota law applies, subject to applicable state law.

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 affiliate-owned outlet located in St. Paul, Minnesota. The following table shows the Gross Sales by year along with the cost of goods sold (“COGS”) and the cost of labor of our affiliate-owned outlet that offers products and services similar to what will be offered by your franchise.

Table 1: Corporate Location – St. Paul, MN

Category	2021	% of Gross Sales	2022	% of Gross Sales	2023	% of Gross Sales
Gross Sales	\$779,212.00		\$688,339.00		\$627,241.00	
COGS	\$205,120.00	26.32%	\$166,188.00	24.14%	\$143,843.00	22.93%
Labor	\$89,467.00	11.48%	\$94,130.00	13.67%	\$104,107.00	16.60%

Notes regarding the above financial performance representation:

1. These results are unaudited.
2. These results represent sales of products and services which will be available for franchisees to sell.
3. As a Franchisee you will face Royalty fees of 7% and a Brand Fund Contribution Fee of up to 2% of Gross Sales.

Written substantiation of the data used in preparing these figures will be made available to you upon reasonable request. The information presented above has not been audited.

Some outlets have earned this amount. Your individual results may differ. There is no assurance that you’ll earn as much.

Other than the preceding information, 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 Mark Toth or George McCorkell, 209 4th Street East, Saint Paul, Minnesota 55101, and (651) 299 – 0119, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

System-wide Outlet Summary
For Years 2021 to 2023

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2021	0	1	+1
	2022	1	5	+4
	2023	5	7	+2
Company – Owned*	2021	1	1	0
	2022	1	1	0
	2023	1	1	0
Total Outlets	2021	1	2	+1
	2022	2	6	+4
	2023	6	8	+2

Table No. 2

Transfers of Outlets From Franchisees to New Owners (Other than the Franchisor)
For Years 2021 to 2023

Column 1 State	Column 2 Year	Column 3 Number of Transfers
None	2021	0
	2022	0
	2023	0
Total	2021	0
	2022	0
	2023	0

Table No. 3

Status of Franchised Outlets
For Years 2021 to 2023

Column 1 State	Column 2 Year	Column 3	Column 4	Column 5 Terminations	Column 6	Column 7	Column 8 Ceased Operations	Column 9
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