

<b>Provision</b>	<b>Section in Area Development Agreement</b>	<b>Summary</b>
r. Non-competition covenants after the franchise is terminated or expires	Section 8(f)	For a period of two years following expiration or termination, neither you nor your owners may own, manage, financially or operationally participate in, invest in, consult with, maintain, operate, engage in, be employed by, provide any assistance to, or have any interest in any competing business within 20 miles of the perimeter of the Designated Territory or within the designated territory of any other system business. Also, you may not compete electronically (i.e. website or internet sales) in any competing business. You also may not divert business to any competitor.
s. Modification of the agreement	Section 16(l)	The Area Development Agreement can only be modified or amended by written agreement executed by all of the parties.
t. Integration/merger clause	Section 16(l)	Only the terms of the Area Development Agreement are binding (subject to state law). Any representations or promises made outside the disclosure document and Area Development Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 15	The parties must generally mediate and arbitrate any dispute, except disputes over the Marks and money owed, in Mountainside, New Jersey; we can seek injunctive relief in court.
v. Choice of forum	Sections 15(a) and 15(c)	Arbitration in Mountainside, New Jersey; Union County courts; Federal District Court for the District of New Jersey. (See also Appendix and State Addendum to the Franchise Agreement).
w. Choice of law	Section 16(a)	State of New Jersey. (See also Appendix and State Addendum to the Franchise Agreement).

## **ITEM 18** **PUBLIC FIGURES**

We do not currently use any public figure to promote the 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 David Polonitza, Executive Vice President, 110 Hillside Avenue, Suite 304, Springfield, New Jersey 07081, dpolonitza@cookiesbydesign.com, (908) 264-2054, the Federal Trade Commission, and the appropriate state regulatory agencies.

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

**TABLE No. 1**  
**Systemwide Outlet Summary**  
**For fiscal years ending May 31, 2022, 2023, and 2024**

<b>Outlet Type</b>	<b>Year</b>	<b>Outlets at the Start of the Year</b>	<b>Outlets at the End of the Year</b>	<b>Net Change</b>
Franchised	2022	50	46	-4
	2023	46	42	-4
	2024	42	37	-5
Company Owned	2022	2	1	-1
	2023	1	1	0
	2024	1	1	0
Total Outlets	2022	52	47	-5
	2023	47	43	-4
	2024	43	38	-5

**TABLE No. 2**  
**Transfers of Outlets from Franchisees**  
**to New Owners (Other Than the Franchisor)**  
**For fiscal years ending May 31, 2022, 2023, and 2024**

<b>State</b>	<b>Year</b>	<b>Number of Transfers</b>
Florida	2022	1
	2023	0
	2024	0
Illinois	2022	0
	2023	1
	2024	0
Indiana	2022	0