

FRANCHISE DISCLOSURE DOCUMENT



Doctor's Associates LLC
A Florida Limited Liability Company
325 Sub Way, Milford, Connecticut 06461
Phone: 1-800-888-4848
franchise@subway.com
www.subway.com

As a Subway® franchisee, you will sell foot-long and other sandwiches, salads and other food items from a retail establishment.

The initial investment necessary to begin operation of a Subway® franchise ranges from \$222,050 to \$506,900 (\$182,550 to \$373,900 for a non-traditional location). This sum includes an estimated \$22,370 to \$44,830 that must be paid to us or our affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient to you. To discuss the availability of disclosures in different formats, contact Joe Richardson of the Franchise Development Team at 325 Sub Way, Milford, CT 06461, (800) 888-4848, edisclosures@subway.com.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: April 25, 2022

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit B.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit C includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Subway® business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Subway® franchisee?	Item 20 or Exhibit B lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit H.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by arbitration and/or litigation only in Connecticut. Out-of-state arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in Connecticut than in your own state.

Certain states may require other risks to be highlighted. Check the “State Specific Addenda” (if any) to see whether your state requires other risks to be highlighted.



MI DAL 04/22

NOTICE-STATE OF MICHIGAN

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU:

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than thirty (30) days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
 - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
 - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
 - (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Please be advised that the franchisor is not subject to the escrow provisions in the section of the Michigan Franchise Law. Therefore, there are no statements as to the rights of the franchisee in this regard.

Any questions regarding this notice or the Michigan Franchise Act should be directed to: Consumer Protection Division, 670 Williams Building, 525 W. Ottawa St., Lansing, MI 48909 (517) 373-7117 or Doctor's Associates LLC, in care of Legal Notice Administrator-Legal Department, Franchise World Headquarters, LLC, 325 Sub Way, Milford, CT 06461-3059.

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B	List of Subway® Franchises as of December 31, 2021	P	State Addenda
B-1	List of Subway® Outlets with Multiple Ownership Changes during same Fiscal Year for Years 2021, 2020, and 2019	Q	Franchise Disclosure Questionnaire
B-2	List of Subway® Franchisees who Ceased Operating during the Fiscal Year ended December 31, 2021	R	Business Developers
		S	State Effective Dates

Item 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify language in this Disclosure Document, “we”, “us”, “DAL” or “Doctor’s Associates” means Doctor’s Associates LLC, the franchisor. “You” means the person(s) or entity that is granted the franchise, as well as all parties who own any interest in an entity that is the franchisee.

The Franchisor, Its Parent, Predecessor, and Affiliates.

Franchisor and its Predecessor

We are a Florida limited liability company, doing business as “Subway”. We converted from a Florida corporation to a Florida limited liability company on October 29, 2018, and changed our name to “Doctor’s Associates LLC”. Under Florida law, we are still the same entity that existed before the conversion. Our address is 325 Sub Way, Milford, Connecticut 06461. Our agents for service of process are disclosed in Exhibit I. As of December 31, 2021, we have sold 38,878 franchises, of which 21,147 are open and 104 are in development. We previously offered plush toy business franchises from 1982 to 1983 but did not sell any. Aside from the plush toy business, we have not offered franchises in any other line of business. We have no predecessors.

Parents

We have the following parents, all of which share the principal address of 325 Sub Way, Milford, Connecticut, 06461:

<i>Name</i>	<i>Parent Status</i>
Subway US Holdings, LLC (“SUSH”)	SUSH is our direct parent company and a wholly owned subsidiary of SSH.
Subway System Holding, LLC, (“SSH”)	SSH is a wholly owned subsidiary of SWH.
Subway Worldwide Holdings, LLC (“SWH”)	SWH is a majority owned subsidiary of SWI.
Subway Worldwide, Inc (“SWI”)	SWI is our ultimate parent company.

Affiliates

We are affiliated with the following companies that provide goods, services, or both, to us, our franchisees, our affiliates, or our affiliates’ franchisees: all share the same principal business address of 325 Sub Way, Milford, Connecticut 06461.

<i>Name</i>	<i>Products and/or Services Provided</i>
Subway IP LLC (formerly known as Subway IP Inc.) (“SIP”)	SIP is the owner and licensor of the Subway® trademark, and all recipes, formulas, food preparation procedures, business methods, business forms, and business policies (the “System”). SIP licenses the System to us to develop Subway® restaurants in the United States and its territories.
Subway Franchisee Advertising Fund Trust Ltd. (“SFAFT”)	SFAFT provides advertising services to Subway® franchisees, administers the advertising contributions paid by franchisees in the United States and its territories, and interacts with local advertising fund entities around the world that are associated with the Subway® brand.

<i>Name</i>	<i>Products and/or Services Provided</i>
Franchise World Headquarters, LLC ("FWH")	FWH provides services to us, our franchisees, our affiliated franchisors and their franchisees, including processing franchise sales paperwork, research and development, marketing franchises, franchisee training, retail technology, POS System support, restaurant design, legal and accounting services. FWH also provides services to our affiliate leasing entities and Subway® franchisees around the world, including negotiating, administering, and renewing leases/licenses for restaurant premises.
FWH Technologies, LLC ("FWHT")	FWHT is the owner of SubwayPOS®, the point of sale computer based software required for use in Subway® restaurants. FWHT granted us the right to license the SubwayPOS® software to you through a licensing agreement.
Subway MyWay, LLC ("Subway MyWay")	Subway MyWay administers the Subway MyWay® loyalty and rewards program and the settlement fund associated with the program.
Subway Real Estate, LLC ("SRE")	SRE holds prime leases that are subleased or sublicensed to franchisees for the operation of Subway® restaurants.
Subway Realty, LLC ("SRL")	In limited circumstances, SRL holds prime leases that are subleased or sublicensed to franchisees for the operation of Subway® restaurants.
SBD Ventures, LLC ("SBDV")	SBDV may enter into the master lease agreements for non-traditional locations and may sublease or assign the right to operate these locations to franchisees.
Subway Restaurants, LLC ("SR")	SR leases restaurant premises and may enter into a Sublease with you.
Subway Sandwich Shops, LLC ("SSS")	SSS leases restaurant premises and may enter into a Sublease with you.
Fred & Peter's Real Estate, A General Partnership ("F&P")	F&P is the owner of Avon.
Avon Colorado, LLC ("Avon")	Avon leases a restaurant location to a franchisee.
193 Whalley Avenue Realty, Inc. ("Whalley Ave")	Whalley Ave leases a restaurant location to a franchisee.
3171 Amwiler Road Realty, LLC ("Amwiler")	Amwiler leases a restaurant location to a franchisee.

<i>Name</i>	<i>Products and/or Services Provided</i>
Subway Payment Services, LLC (“SPS”)	SPS manages credit card payments and gift cards.

None of the foregoing affiliates offer franchises in any line of business nor do they conduct the type of business operated by franchisees.

SIP or a licensed affiliate licenses the following affiliates to use the Subway® System and to offer restaurant franchises or sublicenses. These affiliates may offer franchises through separate Disclosure Documents. None of the following affiliates have offered franchises in any other line of business.

<i>Name</i>	<i>Type of Entity</i>	<i>Principal Business Address</i>	<i>Franchises Offered (and Services Provided, if Applicable)</i>
Subway Partners, C.V. (“SPCV”)	Curacao limited partnership	Pietermaai 23 Willemstad, Curaçao	SPCV offered and sold franchises and also granted sublicenses to our affiliates to license Subway® restaurants all over the world, outside of the United States, Canada and Australia prior to 1999. SPCV no longer offers or sells franchises and all franchises sold by SPCV were assigned to SIBV, SPCCV, and SSF.
Subway Partners Colombia C.V. (“SPCCV”)	Colombian branch of SPCV	C/o Mario Felipe Tovar Socio, Paniagua & Tovar Abogados S.A., Calle 107 A No. 11A – 69, Bogotá D.C., Colombia	SPCCV offered and sold franchises and also granted sublicenses to our affiliate to license Subway® restaurants in Colombia prior to 2021. SPCCV no longer offers or sells franchises and all franchises sold by SPCCV were assigned to SCS.
Subway Systems Colombia S.A.S. (“SSCS”)	Colombian simplified stock company	C/o Mario Felipe Tovar Socio, Paniagua & Tovar Abogados S.A., Calle 107 A No. 11A – 69, Bogotá D.C., Colombia	SSCS is licensed by SIBV to offer and sell franchises in Colombia and is the successor to SPCCV. As of December 31, 2021, 541 franchises were sold, of which 236 are open and 4 are in development.
Subway Systems Singapore Pte. Ltd. (“SSSPL”)	Singaporean private company limited by shares	8 Temasek Blvd., Suntec Tower 3, Level 35-01, Republic of Singapore 038988	SSSPL began franchising in 2020. It sells franchises for Subway® restaurants in Singapore, and subleases restaurant premises to Subway® franchisees in Singapore. On January 2, 2020, SIBV assigned all of its existing franchise agreements in Singapore to SSSPL. As of December 31, 2021, 192 franchises were sold, of which 122 are open and 9 are in development.

<i>Name</i>	<i>Type of Entity</i>	<i>Principal Business Address</i>	<i>Franchises Offered (and Services Provided, if Applicable)</i>
Subway International B.V. ("SIBV")	Netherlands limited liability company	IJDOCK 27 – 9th Floor 1013 MM Amsterdam, Netherlands.	SIBV began franchising in 1998. SIBV was granted a license from SIP to offer and sell franchises all over the world, except in the United States, Canada, Australia, Colombia, and Brazil. SIBV granted a sublicense to our affiliates, SSF and SRMS to offer licenses for Subway® restaurants in South Africa and China respectively. As of December 31, 2021, 16,462 franchises were sold, of which 7,610 are open and 462 are in development.
Subway Franchise Systems of Canada, ULC ("SFSC")	Canadian corporation	C/o Windermere Registry, 3489 Allan Drive SW, Edmonton, Alberta, T6W 3G9, Canada	SFSC began franchising in 1987. SFSC offers and sells franchises for Subway® restaurants in Canada, leases equipment to Subway® franchisees in Canada, and sometimes owns and operates Subway® restaurants in Canada that had been previously franchised. As of December 31, 2021, 4,217 franchises were sold, of which 2,899 are open and 41 are in development.
Subway Systems Australia Pty. Ltd. ("SSA")	Western Australian private company limited by shares	Premises Part Level 9, Transport House, 230 Brunswick Street, Fortitude Valley, Queensland 4006, Australia	SSA began franchising in 1987. The company sells franchises for Subway® restaurants in Australia. As of December 31, 2021, 1,913 franchises were sold, of which 1,201 are open and 15 are in development.
Sandwich and Salad Franchises of South Africa (Pty.) Ltd. ("SSF")	South African private company limited by shares	8 Eybers Street, Farrarmere, Benoni, 1501, South Africa	SSF began franchising in 1997. It sells franchises for Subway® restaurants in South Africa. As of December 31, 2021, 78 franchises were sold, of which 2 are open and 0 are in development.
Subway Systems do Brasil Ltda. ("SSB")	Brazilian limited partnership	C/o JM Silveira & Associados, Rua Hungria No. 514, 7th Floor, Suite 71, 01455-000 – São Paulo – SP, Brazil	SSB began franchising in 1998. It sells franchises for Subway® restaurants in Brazil. As of December 31, 2021, 2,860 franchises were sold, of which 1,590 are open and 45 are in development.
Subway Restaurant Management (Shanghai) Co. Ltd. ("SRMS")	Shanghai wholly foreign owned entity	Unit 2701-02&09-10 Office Tower I of Grand Gateway 66, No.1, Hongqiao Road, Xuhui District, Shanghai	SRMS began franchising in 2019. SRMS offers and sells franchises for Subway® restaurants in China, and it also owns and operates six Subway® restaurants. On July 3, 2020, SIBV assigned all of the 653 existing and active franchise agreements in China to SRMS (out of a total of 990 franchises sold by SIBV in China). On July 3, 2020, SIBV assigned all of the existing and active franchise agreements in China to SRMS. As of December 31, 2021, 1,397 franchises were sold, 481 of these are open and 51 are in development.

We disclose the following companies that now offer, or have offered, franchises in the United States, unless otherwise indicated, as our affiliates.

PFG Ventures is an Ohio limited partnership doing business under the name “ProForma” or “PFG Ventures” (“PFG Ventures”). PFG Ventures is a partnership that sells franchises for a brand named ProForma® which specializes in the sale and distribution of printed business products, including business forms, commercial printing, advertising supplies, and related business supplies. We and our affiliates recommend, but do not require, that Subway® franchisees purchase supplies from PFG Ventures’ franchisees. PFG Ventures’ address is 8800 East Pleasant Valley Road, Independence, Ohio 44131. As of December 31, 2021, PFG Ventures sold 1,857 franchises, and of the total franchises sold by ProForma and PFG Ventures, 567 are open, and 0 are in development.

Although we do not consider PFG Ventures to be an affiliate, we disclose it because our Founders, Dr. Peter Buck and the late Fred DeLuca, directly or indirectly invested in them (including successors in interest). However, neither of the Founders have been officers or directors of PFG Ventures, and we do not represent that they, or we, do or did, control it.

The Franchisor’s Business. We offer and sell franchises for Subway® restaurants for locations in the United States and its territories. Though our current policy is to establish all restaurants as franchises, sometimes we may own or operate restaurants previously owned by franchisees until we find a new franchisee. You must purchase through us or lease from us substantially all major items of equipment for your restaurant. We have limited real estate holdings, which include the location of one Subway® restaurant that we lease to a franchisee.

We are not engaged in any other business.

The Subway® Restaurant Franchise. Under the Franchise Agreement (the “Franchise Agreement”), which is Exhibit A, we offer qualified purchasers the right to establish and operate, from a single location, a retail establishment preparing and selling foot-long, six-inch, flat bread, and specialty sandwiches, salads, wraps, and other food items. All foot-long sandwiches are required to measure at least 12 inches in length. All six-inch sandwiches are required to measure at least 6 inches in length. The sandwich categories include cold cuts, seafood, steak, pulled pork, chicken and meatballs. Guests may choose from a variety of breads, cheeses, vegetables, seasonings, and condiments to make their custom-made sandwich. The breakfast menu is required for all restaurants in the United States and its territories and features egg sandwiches, bacon, sausage, muffins, juice, coffee and other breakfast items. The Franchise Agreement gives you the right to operate the restaurant under the name and mark Subway® and other marks we designate. You must operate your restaurant in accordance with the rules we establish, including those in the Operations Manual (the “Operations Manual”), which we license from our affiliate and which our affiliate may revise at any time during the term of your Franchise Agreement under any condition and to any extent which we consider necessary to meet competition, protect trademarks, service marks, or trade names, or improve the quality of the product or service provided by Subway® restaurants.

Programs and Non-Traditional Locations. We also sell franchises for non-traditional locations, as set forth in the table and notes below. In addition, we offer programs to qualifying franchisees. If you meet our requirements and choose to purchase a franchise for a non-traditional location, or if you qualify and choose to participate in one of our programs, you may be required to sign a rider or addendum described in the table and notes below, which will amend the standard form Franchise Agreement. Alternatively, we may require you to sign a concession or subconcession agreement.

The non-traditional locations and programs that we offer are as follows:

<i>Program/Type of Location</i>	<i>Addendum/Rider</i>	<i>Description</i>
General Non-Traditional Location ¹	Franchise Agreement Rider (Exhibit A-1)	Examples of non-traditional locations include convenience stores, gasoline service stations, highway rest stops, department stores, hospitals, parks, universities, schools, sports arenas, convention centers, airports, theme parks, national parks, bus and railroad terminals, military bases, business complexes, assisted living/nursing homes and other similar locations. Typically, non-traditional locations are full service restaurants and we license them under our standard form of Franchise Agreement. In some cases, we may waive all or a portion of the initial franchise fee and a portion of the advertising fee and otherwise modify the Franchise Agreement to address different conditions for a non-traditional location
Community Development Program Location ¹	Franchise Agreement Rider (Exhibit A-1)	We have a program to establish franchises within facilities operated by organizations or individuals that offer support services within the community in which they are located (“Community Development Program”). Examples of these facilities include places of worship, shelters, half way homes, rehabilitation centers, community centers, and disaster relief centers. Under the Community Development Program, you will operate a full-service restaurant serving freshly prepared product located at one of these facilities. The restaurant must be operated with the intent of providing job training to individuals with barriers to employment.
School Lunch Program Location ^{1,2}	Franchise Agreement Rider (Exhibit A-1)	We have a program to establish franchises in elementary, middle, or high schools. We will license school systems directly to a Food Service Provider, or experienced individual Subway® franchisees. State law restrictions may prevent a qualified Food Service Provider from directly operating a particular school lunch location. Under these circumstances, we may allow the Food Service Provider to manage the school lunch location operated by a qualified school lunch franchisee. Under the school lunch program, you will operate a restaurant located in the school, serving freshly prepared product. We will charge school lunch franchisees the same non-negotiable royalty fee and advertising fees that apply to other franchisees. If you are an individual, and not a school system or institutional food service provider, you will establish the restaurant in the school as a satellite and you will sign the Franchise Agreement Rider.
School Lunch Delivery Program ³	N/A Our approval required only	We may give you permission to enter into an arrangement with a school within a 20-minute drive from your restaurant’s location, for the purpose of delivering freshly-prepared sandwiches for resale in the school’s cafeteria. You and the school must enter into an annual contract which we provide to you.

<i>Program/Type of Location</i>	<i>Addendum/Rider</i>	<i>Description</i>
Military Base Location ^{1, 4}	NEXCOM, AAFES or MCCS Rider (Exhibit A-6, A-7 or A-8), if applicable	Franchisees may be permitted to establish a restaurant at a site controlled by the Army and Air Force Exchange Service (“AAFES”), the Navy Exchange Service Command (“NEXCOM”) or the Marine Corps Community Services (“MCCS”) which are non-appropriated fund instrumentalities of the United States Government. We may enter into an agreement with AAFES, NEXCOM or MCCS for a specific location and subcontract the right to establish a restaurant at that location to you. Alternatively, one or more of our affiliates have entered into a system-wide agreement with NEXCOM or MCCS which grants our affiliate the right to subcontract sites to us so that we may subcontract them to you.
Satellite Location ⁵	Franchise Agreement Rider (Exhibit A-1)	We also offer to franchise qualified locations as satellite restaurants. Some satellites may operate under the mark Subway EXPRESS™. A satellite location cannot be a full-service restaurant and is intended to operate only with the support of an existing full service Subway® restaurant (the “Base Restaurant”) licensed to the same franchisee, unless we give specific written approval stating otherwise. Generally, the satellite will not be able to bake bread, prepare product, or have adequate storage capacity for product. It may often be in a non-traditional location. Satellite restaurants may be temporary, seasonal, operate with limited hours. The satellite location usually has little or no seating and is for carry-out service or delivery. To keep pace with market trends, we will consider applications for different types of satellite locations upon written request. We alone will determine whether your proposed location and restaurant operations qualify for treatment as a satellite location according to our policies.
Short-Term Satellite Location ⁶	Franchise Agreement Rider (Exhibit A-1)	We have a program to establish satellite locations that will operate for a term of one year or less, with the option to renew for an additional 1-year term, if mutually agreed upon by both parties.
Dual Location Test Site ⁷	Dual Location Test Rider (Exhibit A-10)	We may deem a restaurant to be located close in proximity to another Subway® restaurant owned and operated by the same franchisee a “Dual Location Test Site” so that the franchisee can determine whether both restaurant locations should be operated simultaneously. If we grant you a franchise for a Dual Location Test Site, you may cease operation of the new or existing restaurant, by means other than transfer or assignment, within one year after the new restaurant opens. We will then cancel the Franchise Agreement for the restaurant you cease to operate and refund the franchise fee for the new restaurant. You will pay all expenses and liabilities to terminate the lease for the restaurant that you cease to operate.

<i>Program/Type of Location</i>	<i>Addendum/Rider</i>	<i>Description</i>
Co-Branded Locations ⁸	Co-Brand Location Rider (Exhibit A-9) Walmart [®] Rider (Exhibit A-4), if applicable Auntie Anne's [®] Rider (Exhibit A-5), if applicable	We have entered into a co-branding agreement with Auntie Anne's, Inc. to permit qualified franchisees to establish AUNTIE ANNE'S [®] stores in connection with their Subway [®] restaurants located in certain Walmart and non-traditional locations, as approved by us. These co-brand opportunities are being offered to eligible franchisees on a limited basis.
Subway [®] Catering Program ⁹	N/A Our approval required only	All restaurants are required to participate in our basic catering program. The catering menu features the following core items: sandwich platters, Subway to Go! [™] lunch box meals, cookie platters, lemonade by the gallon, and toppings platters. You also have the option to participate in ezOrdering, the white label online ordering experience powered by ezCater.
Store Option Programs ("SOP"), Marketwide Option Programs ("MOP"), and Product Innovation ¹⁰	N/A Our approval required only	In addition to our core menu offerings, we have other product options that fall under the SOP or MOP such as packaging materials, cleaning products and food items including but not limited to pizza, cheese, mustard, soda, coffee, cookies, and pie. If we designate a product as a SOP item, we will approve restaurants to use or sell the product on a restaurant-by-restaurant basis. Individual franchisees make the decision on SOP items and these decisions impact only their restaurant. If we designate a product as a MOP item, we will approve restaurants to use or sell the product by advertising markets. We designed the MOP program to promote consistency of items throughout an advertising market. Under the MOP policies, the Business Developers make decisions together that impact all restaurants in the entire market.

Note 1:

We may enter into and negotiate Franchise Agreements with large institutional-type franchisees and Food Service Providers that operate non-traditional locations. Examples of large institutional-type franchisees include convenience store operators, food service management companies, large institutions (currently defined as entities which provide their own food services with the number of outlets and net worth we determine appropriate), cooperatives, hospitals, non-profit corporations, colleges, other schools, foundations, or governmental agencies or entities. A Food Service Provider is a company that is either privately owned or publicly traded; is not government owned, supported or operated; provides contract foodservice and/or concession foodservice; meets certain minimum accounts and annual revenue levels on a consolidated basis as we set from time to time. We will not negotiate with individual franchisees who do not represent large institutional accounts, chains, cooperatives, hospitals, non-profit corporations, colleges, other schools, foundations, or governmental agencies or entities.

In view of the different conditions encountered in operating these locations, we have to modify our Franchise Agreement to afford ourselves and our franchisees the opportunity to compete in this type of market. We may also agree on certain variations to the Franchise Agreement, to accommodate differences in corporate operations and expansion goals. Some areas that may change include, but may not be limited to:

1. Timing of reporting sales by the franchisee;
2. Timing and method of payments of royalties and advertising charges;

3. Location of arbitration hearings;
4. The applicability of noncompetition clauses;
5. Commitment to maintain the form of Franchise Agreement for future purchases;
6. Limitation on overall expenses for advertising;
7. Execution of Franchise Agreement with corporation or other entity;
8. Training for the Director of Food Services and the restaurant Manager (new Managers may be required to take the training course);
9. Elimination of the need for our affiliate to lease the premises due to your current control of the location;
10. Sale of additional franchises at the reduced franchise fee even if all existing restaurants are not in substantial compliance (as defined in the Operations Manual), if at least 90% of the existing restaurants are in substantial compliance;
11. Locking in of the franchise fee for additional franchises for a number of years or restaurants;
12. Permission for the franchisee to use a different POS System designed for their multiple operations;
13. Waiver of certain future amendments to the Franchise Agreement;
14. A fixed term without automatic renewal.

The Franchise Agreement for these locations consists of our standard form of Franchise Agreement and the Franchise Agreement Rider, which amends the standard form of Franchise Agreement. In some circumstances, we may allow you to establish a satellite or non-traditional location in an airport terminal, theme park, or national park location and you will also sign the Franchise Agreement Rider. However, the satellite location will not be approved if the Base Restaurant is not located in the same airport terminal, theme park, or national park. Due to the limited value of traditional advertising for these locations, their advertising contribution is lower than the standard contribution for advertising.

An airport terminal is defined as a building at an airport where passengers transfer between ground transportation and the facilities that allow them to board and disembark from airplanes. In certain instances where the franchise is to be located in an airport concession operated by a qualified Airport Concession Disadvantaged Business Entity ("ACDBE"), we may allow the franchisee to assign the Franchise Agreement to the qualified ACDBE. In the event that the franchise is no longer located within the airport concession the ACDBE would be required to assign the franchise agreement back to the franchisee.

A theme park location is defined as an amusement or similar park which meets the following requirements: 1) offers a collection of rides and/or other entertainment attractions; 2) is more elaborate than a simple city park or playground, as it is meant to cater to entertaining large groups of people including, adults, teenagers, and small children and generally uses architecture, signage, and landscaping to help convey the feeling that people are in a different place or time; 3) is a permanent and not a temporary facility; 4) charges a fee for admission; and 5) has at least 400,000 visitors per year.

A national park location is defined as an area of land declared or owned by a government, set aside for human recreation and enjoyment, animal and environmental protection, and restricted from development.

Note 2:

We may also negotiate with governmental and institutional franchisees purchasing a franchise for a school lunch location, but not with individual franchisees. We may negotiate areas, such as the choice of governing law, insurance, and indemnification provisions, to address the needs of school boards, school districts, and municipalities.

Note 3:

To qualify for the School Lunch Delivery Program you must have owned and operated a Subway® restaurant for at least 6 months and your restaurant must be in substantial compliance (as defined in the Operations Manual). Additionally, you must have established a pre-authorized account and all of your accounts with us must be current. If you are a school lunch delivery franchisee, you may have to modify the food items you offer for sale and buy food products approved for the School Lunch Program in order to satisfy nutritional requirements. This program is not related to the School Lunch Program discussed earlier in this Item.

Note 4:

If you choose to locate your restaurant at an AAFES, NEXCOM or MCCS location, you may be required to receive an AAFES, NEXCOM or MCCS Addendum to this Disclosure Document (as applicable) and you may be required to execute an AAFES, NEXCOM or MCCS Rider to the Franchise Agreement (as applicable) which amends the standard form of Franchise Agreement. Contact the FWH Development Team for more information about these locations, including when an addendum or rider may be applicable.

If your restaurant will be located on a military base, and the franchisee will be a government entity, then solely for the purpose of accommodating state sovereignty, we may negotiate the following requirements of the franchise agreement: waiver of the franchise fee for additional sites on the same military base, arbitration, the venue of the site for settlement of disputes, waiver of trial by jury, and the limitation on liability. Generally, these requirements will not be negotiated with an individual or with a non-government entity establishing a restaurant at a military base.

Note 5:

You may establish a satellite restaurant only if you already operate a Base Restaurant near the proposed satellite location. Your proposed Base Restaurant and all other restaurants that you own must be in substantial compliance (as defined in the Operations Manual) and there must be no material defaults under any of your Franchise Agreements. You must also otherwise qualify under our rules. We grant the franchise for a satellite restaurant separately and under a different agreement from the franchise for the Base Restaurant that will support the satellite location. If we approve the location, we will enter into a new and separate Franchise Agreement with you licensing the satellite location only. The Franchise Agreement for a satellite location consists of our standard form of Franchise Agreement and the Franchise Agreement Rider. The Franchise Agreement Rider amends and supplements the standard form of Franchise Agreement. In some circumstances, we may allow you to establish a satellite location in a non-traditional location, and you must also sign the Franchise Agreement Rider.

Note 6:

The Franchise Agreement for a short-term satellite location consists of our standard form of Franchise Agreement and the Franchise Agreement Rider, which amends the standard form of Franchise Agreement.

Note 7:

Non-traditional locations are not eligible to be “Dual Location Test Sites” at this time. The Franchise Agreement for a short-term satellite location consists of our standard form of Franchise Agreement and the Franchise Agreement Rider, which amends the standard form of Franchise Agreement.

Note 8:

We may negotiate agreements with other third parties and will give you the information on any additional co-branding opportunities. You must review your lease to determine if there are any restrictions that would prevent you from operating your Subway® restaurant in connection with a third party franchisor’s concept. You must make your own inquiries about the third party franchisor and franchise. You will receive a separate Disclosure Document from the third party franchisor and if your co-brand location is approved, you will enter into a franchise agreement with the third party franchisor, which may have different terms than your Franchise Agreement with us. You will operate the other concept as a direct franchisee of the third party franchisor. You will pay to the third party franchisor a franchise fee, royalty, advertising fee, and other charges due under the terms of your franchise agreement with the third party franchisor. You may pay these fees to us as collection agent if provided in the third party franchisor’s franchise agreement.

You will sign the Co-Brand Location Rider to address the different conditions inherent in operating a co-brand location. If you are interested in a co-brand location, please review Exhibit A-7 carefully so you will be familiar with how the Co-Brand Location Rider will affect your Franchise Agreement with us. You grant us a release under the Co-Brand Location Rider with respect to a co-brand location. Each franchisor will be separately responsible to you under its own franchise system. The third party franchisor may pay us all or a portion of certain fees for services we may provide. You may also pay us directly under the Co-Brand Location Rider a continuing fee between 0% to 8% of your sales from the

other franchised concept. We will determine the continuing fee, if any, after we finalize the master agreement with the third party franchisor.

Note 9:

To participate in the ezOrdering, you must opt-in for catering on the Restaurant Management Portal.

Opt-In

1. Login to the Restaurant Management Portal
2. In Restaurant Management Portal, go to Restaurants > Digital Settings > Order Settings > Program Participation
3. Enable Catering Program Participation in Restaurant Management Portal
4. Within 48 hours you will receive an email from ezCater with additional steps to complete the process including submitting your ACH information and signing the Franchisee Agreement
5. After the required information is submitted to & processed by ezCater, your restaurant will appear on the ezOrdering website within 10 business days

Opt-Out

1. Login to the Restaurant Management Portal
2. In Restaurant Management Portal go to Restaurants > Order Settings > Program Participation
3. Disable Catering Program Participation in Restaurant Management Portal
4. Within 24hours your location will be removed from ezOrdering

If you participate, you will be charged a fee equal to 5% ezOrdering commission for each catering order and approximately 2.75% for credit card processing. These fees may change and other fees may be charged in connection with the catering program in the future.

Note 10:

Voting procedures may be required depending on the expense impact of the MOP decision. If your market or franchisees throughout the country do not elect to offer the MOP item, then you may not offer it unless you were offering the item before the cutoff date or we grant you a waiver. You must review your lease to determine if there are any restrictions that would prevent you from preparing or selling any SOP or MOP items at your location. You will have additional investment costs. In the future, we may implement a Region Option Program and you will be responsible for any associated costs, but as of the date of this Disclosure Document, details on any such program are still forthcoming.

You may be permitted to offer other products, not designated as SOP or MOP, with our prior written approval, provided you are in compliance with your Franchise Agreement and meet certain other qualifications. Some of these offerings may be test programs. Examples of other products may include, but are not limited to: smoothies, ice cream, bakery/coffee (such as donuts, muffins, cookies, cinnamon rolls and coffee), and snacks (such as pretzels, nachos, ice cream novelties and hot dogs). Any additional products must meet our standards and specifications. The length of time you may be approved to offer an additional product will vary. You will pay royalty and advertising charges on the sale of any additional items from your restaurant. You cannot sell a product that we approve for another franchisee without our written permission and you cannot expect us to grant you the right to offer any additional products, even if you meet our requirements. We reserve the right to offer our own branded products in the future under a separate license that may require you to pay an additional license fee, or to offer them as separate franchises that do not have to be operated in connection with a Subway® restaurant.

As these other products are new, and we may have limited or no experience with them, you assume the risk of the failure of any of these products. You are responsible for all costs associated with offering any of these other products, which may include, but not be limited to, costs for additional equipment and inventory, signage, and counter space. You will have to review your lease to make sure you can prepare and sell the additional products. You will also have to review local regulations to make sure they allow the expanded menu and do not require additional permits or impose other requirements.

* * * * *

If you are interested in a non-traditional, satellite, community development, school lunch, military base or co-branded locations, or a dual location test site, or if you are interested in the School Lunch Delivery Program, Subway® Catering Program, SOP, MOP or Product Innovation programs, you should read the rider for these locations and programs (as applicable) and this disclosure document carefully. These riders amend the standard form franchise agreement in several very important respects. We set out the disclosure differences regarding the licensing of these locations and programs in the relevant Items. Except where we point out these differences, references throughout this Disclosure Document to a restaurant and a Franchise Agreement also apply to a non-traditional location, a satellite location, a community development location, a school lunch location, and the Franchise Agreement for these locations.

* * * * *

In addition to business laws and regulations, your restaurant is subject to federal, state, and local regulations and guidelines governing the food service industry, including those established by the Food and Drug Administration, the United States Department of Agriculture, the National Restaurant Association, and other food industry organizations. You must be familiar with these regulations, as well as federal, state, and local laws regarding health and consumer protection, food preparation, baking, handling, storage, “Truth in Menu” concerning menu item names and product labeling, nutritional claims, compliance with the federal Americans With Disabilities Act, privacy laws, and compliance with the federal Fair Labor Standards Act and other local labor regulations. You will also be subject to the rules established by the Federal Trade Commission, along with regulations enacted by certain states. Local zoning rules may limit where you can locate a restaurant and may affect design features, including the building facade and signs. You should be aware that federal, state, and local environmental laws may affect the disposal of waste materials and packaging, and may require that you have a permit as a water provider. Local law may require your participation in a waste recycling or diversion program, for which you may have to register and make ongoing fee payments.

On a case-by-case basis we may grant a waiver to serve alcoholic beverages in your restaurant. If a waiver is granted to allow your restaurant to serve alcoholic beverages you will be responsible for obtaining all necessary licenses and permits, and you will have to know the laws and regulations governing the sale of these items including but not limited to: minimum age restrictions for purchasers and employees who sell, special training requirements, and regulations on the hours of sale for these products. You may be required to obtain additional insurance coverage, which may increase your premium payments, if you are permitted to serve alcohol in your restaurant.

On March 11, 2020, the World Health Organization declared the outbreak of the novel coronavirus disease (“COVID-19”) a pandemic. Local rules and regulations enacted in response to the COVID-19 pandemic may affect restaurant operations by, for example, limiting some restaurants to take out or delivery services only while the temporary measures are in effect. They may also place limits on permitted hours of operations and require you to put in place additional safety measures for your employees and guests, among other changes. You must comply with all applicable laws, rules and orders of any government authority concerning the outbreak and your response. We have adjusted, and will continue to adjust, certain aspects of our system standards and operations in response to the pandemic.

We have a privacy notice for franchisees, attached as Exhibit M, which outlines the purpose for collection and use of personal information that we collect from individuals in accordance with various laws in the United States concerning privacy. The privacy notice may be amended from time to time and is available to you on our website www.Subway.com.

People primarily between the ages of 16 to 50 purchase the menu items sold in Subway® restaurants. You may not sell any items to another vendor for resale without our prior written consent. You will have to compete with other restaurants, and food outlets, including franchisees of non-affiliated and affiliated franchise chains and other Subway® restaurants.

Item 2 BUSINESS EXPERIENCE

The following individuals are our officers and/or directors, and/or officers and/or directors of one or more of our affiliates required to be disclosed in this Item. Some of the individuals listed below were our employees prior to the formation of FWH. On January 1, 2010, FWH began providing services to us and our affiliates, and all of our employees

became employees of FWH. Some of the individuals below may also be directors or officers, or both, of other franchising companies offering Subway® franchises affiliated with us, or affiliated service or real estate leasing companies, or may provide services or advice to these affiliates listed in Item 1. If not specified, each position listed below is based in Milford, Connecticut.

President and Chief Executive Officer of SWI; President of FWH: John Chidsey

Mr. Chidsey has served as President and Chief Executive Officer of SWI and President of FWH since November 2019. Prior to that, Mr. Chidsey served as Chief Executive Officer of Burger King Holdings, Ltd from April 2006 until April 2011. Since 2011, Mr. Chidsey has been investing in several public and private companies, and currently serves on the board of directors of several organizations.

President of North America for FWH: Trevor Haynes

Mr. Haynes has served a Trustee of SFAFT since April 2020, as President of North America for FWH since November 2019, Vice President of FWH since November 2019, President of FWHT since December 2018, President of DAL and SIP since May 2018. Previously, Mr. Haynes served in the following positions for an interim period: President of SWI from October 2018 to November 2019 and Chief Executive Officer and President of FWH from May 2018 to November 2019. He also served as Chief Business Development Officer for FWH from October 2017 to November 2019. Prior to that, he was Vice President of Operations for FWH from October 2015 to October 2017, and Director of Global Restaurant Operations from January 2014 to October 2015. Prior to joining FWH, he was employed by our affiliate, Subway Realty Limited, as a Country Director for the United Kingdom from July 2009 to December 2013 and by our affiliate, SSA, as a Territory Manager in Australia from June 2006 to July 2009.

Treasurer of SWI; Vice President and Treasurer of SIP, DAL, Subway MyWay, FWHT and FWH; Trustee of SFAFT; Chief Financial Officer for FWH: Ben Wells

Mr. Wells has served as Trustee of SFAFT since April 2020, as well as Treasurer of SWI and Vice President and Treasurer of SIP, DAL, FWHT and FWH and President and Treasurer of Subway MyWay since January 2020. He has served as Chief Financial Officer for FWH since December 2019. Prior to joining FWH, Mr. Wells served as Chief Financial Officer for Burger King Corporation from May 2005 to March 2011. Between 2009 and 2015, he served on the Board of Trustees for William Woods University as head of the Resource (Finance and Audit) Committee and also on the Board of Trustees for Canisius College as a member of the finance committee and as head of the audit committee, including a term as Vice Chairman. He also performed consulting services from July 2016 to February 2019.

Trustee of SFAFT; Chief Operating and Insights Officer for FWH: Michael Kappitt

Mr. Kappitt has served as Trustee of SFAFT since April 2020 and Chief Operating and Insights Officer since March 2020. Previously he was employed by Bloomin' Brands as President of Carrabba's Italian Grill from March 2011 to February 2020. Prior to that, he served as Chief Marketing Officer of Burger King from September 2002 to January 2011.

Vice President and Secretary for DAL; Senior Vice President of Business Transformation for FWH: John Scott

Mr. Scott has served as Vice President and Secretary for DAL since April 2020, and as the Senior Vice President of Business Transformation for FWH and Vice President of FWH since March 2020 and Vice President and Secretary of Subway MyWay since April 2020. Previously, he was employed as the Chief Transformation Officer for FWH from July 2019 to March 2020 and the Vice President of Sustainability and Quality for FWH from September 2017 to July 2019. Prior to that, he was self-employed by Carmichael Supply Chain Consulting from September 2016 to September 2017 and worked as Chief Supply Officer for The Chef's Warehouse from May 2013 to September 2017. He also previously worked for PepsiCo as Senior Director, Global Procurement from April 2005 to May 2013.

Chief Legal Officer for FWH; Secretary of SWI; Vice President and Secretary of SIP and FWHT: Ilene Kobert

Ms. Kobert has served as Secretary of SWI, Vice President and Secretary of SIP and FWHT since April 2020, and as Chief Legal Officer since February 2020. Previously, she was a shareholder at Greenberg Traurig, LLP from September 2011 through January 2020, and a Director and Senior Attorney at Burger King from September 2009 through September 2011.

Preview ends here

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