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FRANCHISE DISCLOSURE DOCUMENT

GLOBAL ORANGE DEVELOPMENT, LLC
a Michigan limited liability company
2501 Coolidge Road, #302
East Lansing, Michigan 48823
Phone: (517) 913-1983
Email: franchiseinfo@biggby.com
Website: www.biggby.com

The BIGGBY® COFFEE franchise is a community coffee shop with offerings that include espresso-based beverages, coffee, tea, energy beverages, other beverages, sandwiches, baked goods, and other food, whole bean coffee including farm direct options, merchandise and coffee accessories.

The total investment necessary to begin operation of a BIGGBY® COFFEE franchise at a Whitebox leasehold location is from $296,250 to $658,000. This includes $27,500 to $39,500 that must be paid to the franchisor or its affiliates. The total investment necessary to begin operation of a BIGGBY® COFFEE franchise at a Modular Location is from $533,500 to $949,000. This includes $27,500 to $39,500 that must be paid to the franchisor or its affiliates. The total investment necessary to begin operation of a BIGGBY® COFFEE franchise at a Site-built location with a drive-thru (including a drive-thru only and a drive-thru with a lobby) is from $412,972 to $1,011,500. This includes $27,500 to $39,500 that must be paid to the franchisor or its affiliates.

This disclosure document summarizes certain provision 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, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

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 this 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.

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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 Exhibits I and J.
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 K 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 BIGGBY® Coffee 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 BIGGBY® Coffee franchisee?	Item 20 or Exhibits I and J 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.

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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 A.

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 Table of Contents for the location of the State Specific Addenda.

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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 mediation, arbitration, and/or litigation only in Michigan. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Michigan 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.

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NOTICE UNDER MICHIGAN'S FRANCHISE INVESTMENT LAW

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.

1. A prohibition on the right of a franchisee to join an association of franchisees.

2. 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.

3. 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.

4. 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: (1) the term of the franchise is less than five (5) years and (2) 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 six (6) months advance notice of franchisor's intent not to renew the franchise.

5. 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.

6. 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.

7. 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:

   a. the failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards;

   b. the fact that the proposed transferee is a competitor of the franchisor or sub-franchisor;

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c. the unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations; and

d. 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.

8. 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 the right of first refusal to purchase the assets of a franchisee 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 subsection 3.

9. 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.

IF FRANCHISOR'S MOST RECENT UNAUDITED FINANCIAL STATEMENT SHOWS A NET WORTH OF LESS THAN ONE HUNDRED THOUSAND ($100,000) DOLLARS, YOU HAVE THE RIGHT TO REQUEST THE ESCROW OF THE INITIAL INVESTMENT AND OTHER FUNDS PAID UNTIL OBLIGATIONS TO PROVIDE REAL ESTATE, IMPROVEMENTS, EQUIPMENT, INVENTORY, TRAINING OR OTHER ITEMS INCLUDED IN THE FRANCHISE OFFERING ARE FULFILLED.

ANY QUESTIONS REGARDING THIS NOTICE MAY BE DIRECTED TO THE STATE OF MICHIGAN, DEPARTMENT OF ATTORNEY GENERAL, CONSUMER PROTECTION DIVISION, ATTN: FRANCHISE, G. MENNEN WILLIAMS BUILDING, 525 W. OTTAWA STREET, LANSING, MICHIGAN 48909, TELEPHONE (517) 335-7567.

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ITEM 1—THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Franchisor

The Franchisor is Global Orange Development, LLC. In this Franchise Disclosure Document, the Franchisor will be referred to as "we," "us," or "Global Orange," and the person who buys the franchise will be referred to as "you." If the prospective franchisee is a corporation, partnership, limited liability company or other entity, "you" will mean the entity and the owners of the entity.

We are a Michigan limited liability company formed on May 28, 1998. We do business under our corporate name and the following names: "BIGGBY®" and "BIGGBY® COFFEE". Our principal business address is 2501 Coolidge Road, #302, East Lansing, Michigan 48823. Our agents for service of process are listed on Exhibit A.

Parents, Predecessors and Affiliates

We do not have any parent companies. We have not had any predecessors in the last 10 years. Our affiliate, Global Orange, LLC, owns the BIGGBY® Trademarks and Systems and has granted us the exclusive right to license the BIGGBY™ Trademarks and Systems in connection with the BIGGBY® COFFEE franchises described in this Franchise Disclosure Document. See Item 13. Global Orange, LLC licenses a third party to sell BIGGBY® labeled products for resale at grocery and warehouse stores. Global Orange, LLC also licenses a third party to license retail establishments to purchase and sell BIGGBY® products and to use the BIGGBY® Trademarks in connection with the sale of those products to the public. The licensed establishments will generally be hotels, colleges, hospitals, stadiums, arenas, and similar locations that already sell coffee products and that want to add BIGGBY® COFFEE products for sale to their patrons. These establishments will not be part of the BIGGBY® COFFEE franchise system although Global Orange, LLC will have the right to ensure quality and uniformity standards are met. Except as may be described above, we do not have any affiliates that offer franchises in any line of business or that provide products or services to our franchisees. The principal business address for our other affiliates is the same as our principal business address.

We have formed separate entities for management of our Advertising Fund and our E-card fund. The Advertising Fund is managed by BIGGBY® COFFEE Advertising Fund, Inc., a Michigan non-profit corporation operated on a directorship basis. The E-card fund is managed by our affiliate, BIGGBY® COFFEE Gift Card Fund, LLC, a Michigan limited liability company. The principal business address of these entities is the same as our principal business address.

Franchisor's Business

We offer and sell BIGGBY® COFFEE franchises. We also sell products to our franchisees.

We are a dedicated purpose-driven, stakeholder-oriented organization. Our purpose states that BIGGBY® COFFEE exists to support you in building a life you love. Our purpose is supported by four foundational elements that we consider necessary to have in place, to begin the work of building a life you love: (1) the ability to exceed your basic needs; (2) knowing who you want to be; (3) a sense of belonging; and (4) discovering your personal vitality. We have a 2028 vision of improving workplace culture across America. Our vision is described in detail in "The BIGGBY® Effect" statement.

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The BIGGBY® COFFEE Franchise

The BIGGBY® COFFEE franchise is a retail coffee-based business that operates a community coffee shop with offerings that include espresso-based beverages, coffee, tea, energy beverages, other beverages, sandwiches, baked goods, and other food, whole bean coffee including farm direct options, merchandise, and coffee accessories. The franchise will generally be operated from either a free-standing, store front or strip center location, a pre-fabricated modular structure, or a site-built structure with a drive-thru (including a drive-thru only and a drive-thru with a lobby). The BIGGBY® COFFEE franchise (sometimes referred to in this Franchise Disclosure Document as a "Store") will operate under our tradenames and trademarks, which are described in Item 13 of this Franchise Disclosure Document ("Trademarks" or "BIGGBY® Trademarks") and in accordance with our specifications for operating a business ("System" or "BIGGBY® System").

You acquire the right to operate a BIGGBY® COFFEE franchise by signing our standard Franchise Agreement (see Exhibit B). If you are renewing your BIGGBY® COFFEE franchise, you will sign our current standard Franchise Agreement as well as an Addendum to Franchise Agreement – Renewal ("Renewal Addendum") (see Exhibit C). The Renewal Addendum modifies some of the provisions of the standard Franchise Agreement to reflect your status as an existing franchisee. If you acquire an existing BIGGBY® COFFEE franchise by transfer from another franchisee, you may sign our standard Franchise Agreement as well as an Addendum to Franchise Agreement – Transfer ("Transfer Addendum") (see Exhibit D-1). The Transfer Addendum modifies some of the provisions of the standard Franchise Agreement to reflect the fact that you are acquiring an open and operating BIGGBY® COFFEE franchise. In a transfer situation, the selling franchisee will sign a Franchise Surrender and Release Agreement-Transfer (see Exhibit D-2).

Non-Traditional Locations

If you request, we may authorize you to operate your franchise at a non-traditional location. Non-traditional locations we consider include: co-brand locations, satellite locations, and complementary locations. A co-brand location is a location that you will share with a business operating under a different brand. A co-brand Location may also include the operation of a BIGGBY® COFFEE franchise at the location of the other brand. To operate a co-brand Location, you will also have to enter into a separate agreement with the owner of the other brand in order to have the authority to operate both brands from the same location. If we authorize you to operate a co-brand location, you must sign our Addendum to Franchise Agreement for Co-Brand Location ("Co-Brand Addendum") (see Exhibit E-1). A satellite location is an additional, non-traditional location, such as a food truck or a temporary or semi-permanent kiosk or counter set-up at a location other than the franchise location. Examples of possible satellite locations include mobile food trucks and kiosks at farmer markets, other retail outlets, or events. We must approve each location at which you would operate the satellite. If we authorize you to operate a satellite location, you must sign our Addendum to Franchise Agreement for Satellite Location ("Satellite Location Addendum") (see Exhibit E-2). Complementary locations are two separate locations that are nearby or part of the same complex of businesses. An example of complementary locations is having a location at the out lot of a big box retail facility and having an additional location within the big box retail facility. If we authorize you to operate complementary locations, you must sign our Addendum to Franchise Agreement for Complementary Locations ("Complementary Locations Addendum") (see Exhibit E-3). The Addenda attached as Exhibits E-1, E-2, and E-3 are together referred to as the "Non-Traditional Location Addenda" and each as a "Non-Traditional Location Addendum."

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Market and Competition

The BIGGBY® COFFEE franchise will primarily serve the public within the vicinity of the franchise location. The market for coffee businesses is developing. There is substantial competition in the retail coffee business. Examples of competitors include national, regional and local, franchised and independently owned coffee businesses, mail order, restaurants, grocery stores, bulk food stores, department stores and convenience stores.

The market for coffee businesses could be affected by pandemics. These effects may be experienced while the pandemic and any social distancing policies, voluntary or mandatory shutdowns, and other governmental policies and requirements relating to the pandemic are in effect. The market could also be affected by natural disasters, such as hurricanes and floods. The effects from pandemics and natural disasters may include the unavailability of employees, reduced hours of operation or closing of the business for a period of time, reduced sales volumes and cash flows, and disruptions to supply chains.

Regulations

There are no regulations specific to the industry in which the BIGGBY® COFFEE franchise operates. You must, however, become familiar with federal, state and local laws regulating food businesses generally.

In addition, you must ensure compliance with Payment Card Industry ("PCI") Data Security Standard ("DSS") Requirements and Security Assessment Procedures and other applicable PCI requirements ("PCI Requirements"). The purpose of the PCI Requirements is to ensure the protection and privacy of customer information and credit card numbers. The PCI Requirements require secured data connections and other steps to protect information. The PCI Requirements are substantial and complex and change regularly, so you must devote material business and management time and effort to your compliance efforts. You could incur significant liability if there is credit card fraud, and you have not complied with the PCI Requirements.

There may be other laws and regulations applicable to your business and we urge you to make inquiries about any laws or regulations that may impact your business.

Prior Business Experience

We do not operate a business of the type to be operated by our franchisees. Our affiliates operated businesses of the type to be operated by our franchisees from July 1994 to September 2005. We have offered franchises for the type of business to be operated by our franchisees since February 1999. Our affiliates have not offered franchises for the same type of business to be operated by our franchisees.

ITEM 2—BUSINESS EXPERIENCE

Robert P. Fish; Co-Founder.

Mr. Fish is a co-founder and has been a managing member of Global Orange since its formation in May 1998. From April 2016 to December 2024, Mr. Fish was Co-CEO of Global Orange. From January 2002 to April 2016, Mr. Fish was CEO of Global Orange. Mr. Fish has been a Director and President of Global Orange, LLC since it was incorporated in May 1998.

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Michael J. McFall; Co-Founder and CEO.

Mr. McFall is a co-founder and has been a managing member of Global Orange since its formation in May 1998. Mr. McFall has been CEO of Global Orange since December 2024. From April 2016 to December 2024, Mr. McFall was Co-CEO of Global Orange. From January 2002 to April 2016, Mr. McFall was President of Global Orange. Mr. McFall has been a Director and Vice President of Global Orange, LLC since it was incorporated in May 1998. Mr. McFall has been an Adjunct Professor at the University of Michigan in Ann Arbor, Michigan since August 2019.

Erin Kaylor, CPA; President and Chief Financial Officer

Ms. Kaylor has been with Global Orange since June 2023 as Chief Financial Officer. Since February 2025, she has served as our President. She is a Certified Public Accountant. From September 2019 to June 2023, Ms. Kaylor was retired. From October 2017 to September 2019, she was the Chief Financial Officer and Assistant General Manager of Berkeley Hall Club in Bluffton, South Carolina.

Rita Bettino; Chief Marketing Officer.

Ms. Bettino has been with Global Orange since September 2023 as Chief Marketing Officer. Ms. Bettino was the Founder and Owner of her own marketing consulting business from 2018-2023.

Jodi Latuszek, J.D., SHRM-SCP: Vice President, Human Resources and Legal

Ms. Latuszek joined Global Orange as Director of Human Resources in November of 2021. She has served as Vice President of Human resources and Legal since July of 2023. Between July 2011 and November 2021, Ms. Latuszek held various leadership positions with the Michigan Supreme Court in Lansing, Michigan.

Antonio DiPietro, Certified Franchise Executive: Vice President of Emerging Market Development.

Mr. DiPietro has been with Global Orange since September 2001. Mr. DiPietro has been Vice President of Emerging Market Development for Global Orange since December 2021. From April 2016 to December 2021, Mr. DiPietro was Director of Franchise Sales for Global Orange. He has been with Global Orange in various other positions since September 2001.

Laura J. Eich; Vice President of Operations

Mrs. Eich has been the Vice President of Operations since August 2022. Prior to that, she served in various Executive Leadership Team positions, including Chief Purpose Officer for Global Orange since October 2022. Mrs. Eich served as the leader of the People Development team for Global Orange from 2017 to October 2022. Mrs. Eich has been employed by Global Orange in various positions since August 2012.

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Caitlin Tierney; Director of Operations

Mrs. Tierney has been employed with Global Orange since July of 2013. She has served in various management roles within the operations team, including Assistant Director of Operations, where she provided oversight to the training team. As Director of Operations, Mrs. Tierney leads the development and implementation of brand standards and is responsible for overseeing the development and maintenance of training materials and processes.

ITEM 3—LITIGATION

Litigation against Franchisees in the Last Fiscal Year

Global Orange Development, LLC v. Kevin A. Shannon and Garth M. Shannon, Case No. 24-0311-CB in the Circuit Court for the County of Ingham, Michigan was filed on April 23, 2024. We terminated the franchise agreement with this franchisee, who continued to operate a BIGGBY COFFEE® location. The Court entered a temporary restraining order on April 24, 2024 and a preliminary injunction on May 8, 2024 ordering the former franchisee to cease operations. On July 3, 2024, the Court entered a default judgment in our favor against all defendants awarding us $130,155.90 in damages and permanently enjoining defendants to comply with all of the post-termination covenants of the franchise agreement. The Defendants filed bankruptcy on October 17, 2024.

ITEM 4—BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5—INITIAL FEES

Initial Franchise Fee

You must pay an initial franchise fee of $20,000. Under our current policies, we charge a reduced initial franchise fee of $10,000 for all active or honorably discharged military service members. Also, under our current policies, we charge reduced initial franchise fees to existing BIGGBY® COFFEE franchisees who open additional BIGGBY® COFFEE franchises. If you already own one or more other BIGGBY® COFFEE franchises at the time of signing of the Franchise Agreement, you will pay a reduced fee of $10,000. We may change these policies in the future. In markets designated by us as emerging markets, we may offer, on a limited time basis, a discounted initial franchise fee for franchises to be opened in that market.

The initial franchise fee is payable in full at the time you sign the Franchise Agreement. The initial franchise fee is earned at the time of payment and is not refundable under any circumstances.

Except as provided above, all new franchisees pay the same initial franchise fee.

A portion of the initial franchise fee you pay may be paid to an existing franchisee or their store staff under our franchisee referral program. Under this program, we pay $1,000 to any existing franchisees or their staff listed as the referrer on your franchise application if you sign a Franchise Agreement and pay your initial franchise fee. In order to receive the referral fee, the franchisee must

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have an open Store or the staff member must be employed at the Store at the time the application is submitted and at the time the Franchise Agreement is signed and the fee is paid.

Other Amounts Paid to Us Before Opening

We are an approved supplier, but not the only approved supplier of some items you must acquire to develop your Store, so you may purchase some of these items from us before opening your Store. These items may include some supplies and materials, including mugs and other merchandise and temporary signage. If you purchase these supplies and materials from us, we estimate the cost will range from $4,000 to $4,500. We are the designated supplier for your POS system and some optional technology (see Items 6, 8 and 11). We estimate the cost will range from $7,500 to $15,000. These amounts will be paid when you order the items and your payments are not refundable.

ITEM 6—OTHER FEES

Type of Fee[(1)]	Amount	Due Date	Remarks
Royalty	6% of Gross Sales; 5% of Gross Sales for certain existing operators in Michigan who purchased a franchise on or before January 1, 2025. In the event of a business interruption, you will continue to pay us Royalty based on the Franchise Business' average Royalty paid daily over the preceding 12 months for the duration of the closure. [(2)]	Daily, due the next business day—paid by electronic funds transfer (EFT) that we initiate	Gross Sales include all revenues from the franchise business minus sales taxes paid, discounts and refunds. [(2)]

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Type of Fee[1]	Amount	Due Date	Remarks
Advertising Fund Contribution	The greater of: (a) $100 per week; or 3% of Gross Sales. In the event of a business interruption you will continue to pay us Advertising Contributions based on the Franchise Business' average Advertising Fund Contribution paid daily over the preceding 12 months, and if less than $100 per week, then $100 per week for the duration of the closure.	Daily, due the next business day—paid by EFT that we initiate	As of the date of this Franchise Disclosure Document, the Advertising Fund contribution is 3% of Gross Sales. The amount we specify may be changed on 30 days written notice. Advertising Fund contributions are paid to BIGGBY® COFFEE Advertising Fund, Inc.
Minimum Local Advertising	Up to 3% of Gross Sales	Must be spent monthly	You must spend, on a monthly basis, an amount specified by us, not to exceed 3% of Gross Sales, for advertising in your local market. This amount may be spent by you alone or through joint or cooperative advertising.[3]
Product Purchases	Will vary under circumstances	As specified by vendor	You must purchase coffee, tea, syrup and other designated products from a designated supplier.
Maintenance and Repairs	Actual cost to us	On receipt of billing	If you fail to maintain your franchise location, we may do so at your expense.
Annual Conference Fees	Amount determined by us, not to exceed $1,000 per person (currently less than $400)	Within 30 days of notice of the conference	You must pay this fee whether or not you attend the annual conference.
Operational Standards Fees	Up to $500 per occurrence	Within 7 days of notice from us	We may assess this fee if you fail to operate in accordance with our policies and standards.
Insurance	Actual cost to us	On receipt of billing	If you fail to purchase insurance for your Store, we may do so at your expense.
Cost of Cyber Liability Insurance	$5 to $78 per month [4]	10th day of each month—paid by EFT that we initiate	We have obtained a Cyber Liability Insurance Policy for the BIGGBY® COFFEE franchise system. You must pay a portion of the cost of the policy as determined under our policies and procedures.

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Type of Fee[1]	Amount	Due Date	Remarks
E-card Program	No fee is charged for participation. Overpayments or underpayments are reconciled at least on a quarterly basis	Overpayments and underpayments are paid or received by you on at least a quarterly basis by EFT that we initiate	See Note 5 for an explanation of the program.
Additional Training	We currently do not charge for additional training if you attend our regular training programs. We also offer additional on-demand training; the charge for on-demand training does not exceed $200 per day per trainer plus travel costs	Before additional training	You may be required to attend and pay a reasonable fee for additional training programs or you may request additional training.[6]
Late Charge, NSF Fees and Interest	$25.00 per month late charge, NSF fees equal to charge we incur, but not less than $30.00, and 1.5% per month interest	On receipt of billing	These charges must be paid on all overdue amounts.
Transfer Fee	If the transferee is an existing BIGGBY® COFFEE franchisee in good standing, the fee is $5,000; for all other transfers the fee is $20,000 and includes training for the transferee	Before closing of the transfer	Paid if you transfer your franchise or a controlling interest in the franchise.
Renewal Fee [7]	Up to 50% of the standard initial franchise fee being charged to new franchisees at the time of renewal	At the time of renewal	Paid if you renew your franchise at the end of the initial term of the franchise. If you do not sign the applicable documents and pay the renewal fee before the expiration of the initial term of the franchise, the renewal fee increases by $5,000.

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Type of Fee[1]	Amount	Due Date	Remarks
Audit and Inspection Expenses	Cost of audit or inspection	On receipt of our billing	This cost must be paid if the audit is necessary because of your failure to furnish reports or financial information, or the audit discloses an understatement in Gross Sales of 3% or more, or if we must make more than one inspection within a 12-month period because of your failure to comply with the Franchise Agreement.
Damages for Failure to Open Store	$27,000	At the time of termination	We are entitled to these damages if we terminate the Franchise Agreement because of your failure to find a location or to open your Store as specified in the Franchise Agreement.
Liquidated Damages for lost future royalties	See Note 8	On demand	Payable as part of the damages due to us if you breach the Franchise Agreement and the Franchise Agreement is terminated.
Indemnification	Amount will vary under circumstances	As incurred	You must reimburse us if we incur liability from the operation of your franchise.
Costs and Attorney's fees	Amount will vary under circumstances	As incurred	You must reimburse us for costs and attorney's fees if we prevail in a judicial proceeding or if we engage a lawyer because of your failure to comply with the Franchise Agreement.
POS Hardware Support[9]	Currently $75 per month per terminal and increased as our costs increase.	10th day of each month—paid by EFT that we initiate	We provide limited hardware and warranty support for store equipment that is used for regular customer transaction processing. All equipment is supported within the normal and expected lifespan for the equipment based on its usage.
PERC Services License[9]	Currently $23 per month per terminal, tablet, or kiosk and will increase as our costs increase.	10th day of each month—paid by EFT that we initiate	Required for each POS device (terminal, tablet, kiosk) accessing PERC Services. We provide support for all standard PERC Services, including PERC-O-Matic (POS application), PERC-O-Manager (POS management application), as well as other in-Store technologies. Includes remote access and management for Store devices with automated alerting and reporting.

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Type of Fee[1]	Amount	Due Date	Remarks
Microsoft Office 365 (O365) License Fees[9]	Currently $12 to $25 per month per Store and will increase as our costs increase.	10th day of each month—paid by EFT that we initiate	Each individual that accesses franchise email, FRC, reporting, brand portal, BOSS, etc. is required to obtain a @biggby.com Microsoft Office 365 account secured by MFA (multi-factor authentication), Office 365 accounts also include access to Microsoft productivity tools like Word, Excel, OneDrive.
Back of House (BoH) Hardware Support and Limited Warranty Fees[9]	Currently $40 per month per Store and will increase as our costs increase.	10th day of each month—paid by EFT that we initiate	We provide limited hardware and warranty support for BoH (Back-of-house) and general office technologies that are used to manage your franchise. All equipment is supported within normal and expected lifespan for the equipment based on its usage.
ProfitKeeper[9]	Currently $10 per month per Store and will increase as our costs increase.	10th day of each month—paid by EFT that we initiate	ProfitKeeper enables our franchisees to consolidate and benchmark their individual store financial performance both against themselves and the system as a whole. It provides comparative analysis into expense categories and empowers franchisees to make data-driven financial decisions.
LMS (Learning Management System)[9]	Currently $15 per month per Store and will increase as our costs increase.	10th day of each month—paid by EFT that we initiate	Learning Management System (LMS) provides training programs on a variety of topics including in-store operations, marketing, store management, new product offerings, and LifeLab Workshops.
Freshdesk (Fresh service)[9]	Currently $20 per month per Store and will increase as our costs increase.	10th day of each month—paid by EFT that we initiate	Our shared Freshdesk support portal allows us to support your store(s) as well as our consumers through a shared system-wide portal. We keep track of consumer support analytics and trends so you can focus on making the in-store experience the best it can be.
Cybersecurity	Currently $30 per month per Store and will increase as our costs increase.	10th day of each month—paid by EFT that we initiate	Proactive monitoring of all provisioned devices across the system to maintain security. Events are reviewed by a third-party service, allowing for quick identification and response to potential threats.

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Type of Fee[(1)]	Amount	Due Date	Remarks
Online Menu Integration	Currently $50 per month per Store and will increase as our costs increase.	10th day of each month—paid by EFT that we initiate	This service integrates third-party marketplaces and the BIGGBY COFFEE app with the POS, syncing menu details, pricing, and availability.
Internet Backup Hardware and Subscription Fees (Optional)[(9)]	Currently $10 per month per Store; $115 initial hardware cost and will increase as our costs increase.	10th day of each month—paid by EFT that we initiate	If you choose to include 4G backup Internet, you will pay this fee to us to cover service and support costs on equipment.
Digital Menu Signage with Signagelive (Optional)[(9)]	Signagelive licenses are $250 per display per year and will increase as our costs increase. Each display costs $958, which includes a wall mount but does not include installation	Annually on license anniversary 10th day of the month following order acceptance	If you choose to utilize digital menu signage with Signagelive, you will pay an initial fee for hardware and an annual license fee. These devices are not under any type of warranty by us.
Curbside Tablet Fees (Optional)[(9)]	Currently $35 per month per tablet for the service; Tablet cost is $150 per device and will increase as our costs increase.	10th day of each month—paid by EFT that we initiate	If you choose to utilize PERC Orders, you will pay an initial fee for hardware and a monthly fee for 4G internet access. These devices are not under any type of warranty by us. These devices are also subject to the POS Device License fee of $23 per month per device.

Notes to Item 6 Table

(1) All fees are imposed by and payable to us except minimum local advertising expenses. Except as may be otherwise noted, it is our intent that all fees payable to us will be uniformly imposed and collected for franchises being offered at this time. All fees paid to us are non-refundable.

You must make all payments to us by electronic funds transfers (automatic bank transfers). You must install, at your expense, and use pre-authorized payment and computerized point-of-sales systems, credit verification systems, automatic payment systems, electronic funds transfer systems, or automatic banking systems as we may specify. We may specify these requirements to fulfill any business purpose reasonably related to the operation of your Store and the Franchise System and to allow us to access reports of Gross Sales and other information and to initiate electronic or other transfers of all payments you are required to make to us.

(2) The Franchise Agreement defines Gross Sales as the entire amount of the franchisee's revenues from the ownership or operation of the franchise business or any business at or

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about the franchise location, including but not limited to, sales at co-brand locations, satellite locations, complementary locations, and other off-premises sales, any revenues received from the lease or sublease of a portion of the franchise location, whether the revenues are evidenced by cash, credit, checks, gift certificates, electronic payment, digital currency, food stamps, coupons and premiums (unless exempted by us), services, property or other means of exchange, minus: (a) the amount of any sales taxes that are collected and paid to the taxing authority; (b) discounts given to customers if the non-discounted price is included in the revenues; and (c) cash refunded and credit given to customers and receivables uncollectible from customers if the cash, credit or receivables are or were included in revenues. Revenues are deemed received by the franchisee at the time the goods, products, merchandise, or services from which they derive are delivered or rendered or at the time the relevant sale takes place, whichever occurs first. Revenues of property or services (for example, "bartering" or "tradeouts") are valued at the prices applicable to the products or services exchanged for those revenues at the time the revenues are received. Gross Sales and any exclusions from Gross Sales may be further defined in our Operations Manual. If the Franchise Business suffers a business interruption or ceases operations for any reason, including but not limited to an unapproved or unexpected temporary closure, renovation, or permanent termination, you agree to pay a Minimum Continuing Fee equal to the average daily Royalty Fee paid over the previous 12 months ("Trailing Twelve Months" or "TTM") for the duration of the closure. This fee is intended to reasonably compensate us for ongoing support obligations and the anticipated loss of royalty revenue due to the interruption in business operations.

(3) The amount specified by us may vary between franchisees depending on the type of Store operated by the franchisee and the demographics of the area in which the Store is located. You must provide documentation to our reasonable satisfaction that you have spent the required amount of local advertising. If you do not provide documentation or do not spend the required amount of local advertising, you must pay the amount not satisfactorily documented or the amount not spent to us on demand. These funds will be placed in the advertising fund to be used at our discretion. If you participate in joint advertising, you will pay your proportionate share of each advertisement. If an advertising cooperative has been or is formed for your market, the cooperative may require advertising fees be paid to the cooperative (in addition to the Advertising Fund contributions you are required to make to us), but only if authorized by a majority vote of the members of the cooperative. As of the date of this Franchise Disclosure Document, advertising cooperatives have required advertising contributions to the cooperative of up to 2.0% of Gross Sales. Any amounts that you spend for joint advertising or cooperative advertising will count towards your minimum local advertising obligations.

(4) We have the right to acquire a Cyber Liability Insurance Policy for the BIGGBY® COFFEE franchise system and to require you to pay a portion of the cost of the Policy as determined under our policies and procedures. Our current policies require each franchisee to pay a portion of the cost of the Policy based on each franchisee's Gross Sales in August of the preceding year. We do not require new franchisees to pay a portion of the cost of the Policy until they have been open for a year. The current range of costs for franchisees is reflected in the table.

(5) You must participate in any gifts cards, electronic gift or money cards (all of which are referred to as E-cards), frequency cards (BIGGBY® Cards), awards programs (E-wards), or other programs specified by us and honor all such cards, awards, and other programs issued by us or by other franchisees in accordance with our policies. We or a person

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