



FRANCHISE DISCLOSURE DOCUMENT



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Franchisor:

MindChamps International PreSchool Franchising Inc.
(a Delaware profit corporation)
8 The Green, STE A
Dover, DE 19901 United States
www.mindchamps.org

MindChamps International PreSchool Franchising Inc. offers franchises for the establishment, development, and operation of facilities operating under the MindChamps® mark, which provide premium learning and educational oriented activities, including childcare services, to children from six (6) weeks to five (5) years old (each, a “School”).

The total investment necessary to begin ownership of a MindChamps® franchise ranges from \$726,230 to \$1,183,656. This includes \$203,521 to \$239,521 that must be paid to the franchisor or an affiliate. If you purchase land for and build the School, the total investment necessary to begin ownership of a MindChamps® franchise ranges from \$2,726,230 to \$6,183,656 (this includes \$203,521 to \$239,521 that must be paid to the franchisor or an 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, 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.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Mr. Ben Ang at +1-786 401 0880 or via email at benang@mindchamps.org.

The terms of your contract will govern your franchise relationship. Do not rely on the Disclosure Document alone to understand your contract. Read your entire 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 (“FTC”). 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 9, 2025.

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 E.
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 MindChamps® 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 MindChamps® franchisee?	Item 20 and Exhibit E list 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 [F].

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 Delaware. 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 Delaware than in your own state.
2. **Short Operating History** - The Franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
3. **Financial Condition** - The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.
4. **Supplier Control** - You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates or suppliers that the franchisor designates at prices the franchisor, or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

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.

NOTICE TO OFFER FRANCHISE IN THE STATE OF MICHIGAN

Pursuant to the provisions of the Michigan Franchise Investment Law, 1974 PA 269, as amended MCL 445.1501, et seq., MSA 19.854(1) et seq., MindChamps International PreSchool Franchising Inc. provides the following notices and disclosures to potential franchisees in the State of Michigan:

1. THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU:
 - i. A prohibition on the right of a franchisee to join an association of franchisees.
 - ii. 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.
 - iii. A provision that permits a franchisor to terminate a franchise prior to the expiration of its terms 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 30 days, to cure such failure.
 - iv. 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.
 - v. 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.
 - vi. 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.
 - vii. 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 qualification 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.
- viii. 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).
- ix. 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.
2. AS A NEWLY INCORPORATED ENTITY WITHOUT A FULL YEAR FINANCIAL STATEMENTS, YOU MAY REQUEST THAT WE ARRANGE FOR THE ESCROW OF INITIAL INVESTMENT AND OTHER FUNDS YOU PAID UNTIL OUR OBLIGATIONS, IF ANY, TO PROVIDE REAL ESTATE, IMPROVEMENTS, EQUIPMENT, INVENTORY, TRAINING OR OTHER ITEMS INCLUDED IN THE FRANCHISE OFFERING ARE FULFILLED. AT OUR OPTION, A SURETY BOND MAY BE PROVIDED IN PLACE OF ESCROW.
3. THE FACT THAT THERE IS A NOTICE THAT THIS OFFERING IS ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this Notice should be directed to

**State of Michigan, Department of Attorney General,
Consumer Protection Division,
670 Law Building,
525 West Ottawa Street,
Lansing, Michigan 48913
Telephone number (517) 335-7567**

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ITEM 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document, “we,” “us,” “our,” or “Franchisor” means MindChamps International PreSchool Franchising Inc., the franchisor. “You,” “your,” or “Franchisee” means the corporation, partnership, or limited liability company purchasing a franchise to operate a School (a “**Franchise**”). An “Owner” is a corporation, partnership, trust, or limited liability company (“**Entity**”) or individual (such as a partner, shareholder, trustee, or member) with a direct or indirect legal or beneficial ownership interest in the Franchisee.

Franchisor

We are MindChamps International PreSchool Franchising Inc., a for-profit corporation organized in Delaware on July 21, 2022. Our principal business address is 8 The Green, STE A, Dover, DE 19901, United States. We do business under the names MindChamps® and MindChamps® International PreSchool and do not do business under any other names. We began offering Franchises in the United States in 2022. We do not engage in any other business activities besides offering and selling Franchises and providing related development and operational services to our franchisees. We have not in the past conducted any business in any other line of business and have not offered franchises in other lines of businesses. We do not operate any MindChamps® preschool facilities in the United States of America. Exhibit F to this Disclosure Document lists our agents for service of process in the various states.

Parents, Predecessors, and Affiliates

We are 50% owned by MindChamps International PreSchool Inc. (“**MIPI**”), a for-profit corporation organized in Florida on January 21, 2022. MIPI is our largest shareholder.

MIPI’s principal business address is 7901 4th ST N STE 300, St. Petersburg, Florida 33702 United States. MIPI has never offered franchises in this or any other line of business.

MIPI is a direct wholly-owned subsidiary of MindChamps PreSchool Limited, (“**MPL**”), a public limited company incorporated under the laws of the Republic of Singapore in July 2008. MPL’s registered business address is 6 Raffles Boulevard, #04-100 Marina Square, Singapore 039594. MPL began offering franchises for MindChamps® preschools in Singapore in 2008 and MindChamps®’ research-based Reading & Writing™ program in 2013. Since that time, it has expanded to Australia, the Philippines, Indonesia, Myanmar, and Malaysia. MPL has not offered franchises in the United States.

MPL is a subsidiary of MindChamps Holdings Pte. Limited (“**MHPL**”) and MHPL is a subsidiary of Champion Minds Pte. Limited (“**CMPL**”). Both MHPL and CMPL are Singapore private limited companies with their registered business address at 6 Raffles Boulevard, #04-100 Marina Square, Singapore 039594. MHPL is the trade mark owner of the Marks. MHPL has granted a license to MPL and MPL has in turn granted us a license to use and to grant to third parties the right to use the Marks, including the right to grant a sub-license to you. Neither MHPL nor CMPL has offered franchises in this or any other line of business.

We are affiliated with the following companies:

- i. MindChamps PreSchool Singapore Pte. Limited (“**MCPS**”), a Singapore private limited company with its registered business address at 6 Raffles Boulevard, #04-100 Marina Square, Singapore 039594. MCPS offers and sells franchises relating to educational services in Singapore since 2008. As of the date of this Disclosure Document, there are 43

franchises in Singapore.

- ii. MindChamps Allied Care Group Pte. Limited (“**MCACG**”), a Singapore private limited company with its registered business address at 6 Raffles Boulevard, #04-100 Marina Square, Singapore 039594. MCACG offers and sells franchises in Singapore relating to specialized healthcare services and allied health and early intervention services since June 2016. As of the date of this Disclosure Document, there are 10 franchises in Singapore.
- iii. MindSpace (Global) Pte. Limited (“**MSG**”), a Singapore limited liability company with its registered business address at 6 Raffles Boulevard, #04-100 Marina Square, Singapore 039594. Since October 2021, MSG offers and sells franchises in Singapore for an integrative after school care programme where primary school-going children will be provided with after school care services and enrichment programs. As of the date of this Disclosure Document, there are 28 franchisees in Singapore.
- iv. MindChamps Australia Corporate Pty. Limited (“**MCAC**”), an Australia proprietary limited company with its registered business address at Suite 36.02, 8 Parramatta Square 10 Darcy Street, Parramatta NSW 2150, Australia. Since December 2016, MCAC offers and sells franchises relating to educational services in Australia. As of the date of this Disclosure Document, there are 42 franchises in Australia.
- v. Actors Centre Australia Pty. Limited (“**ACA**”), an Australia proprietary limited company with its registered business address at 30A/23 Norton Street, Leichhardt, NSW, 2040, Sydney, Australia. ACA offers programs relating to nurturing children through theater and drama programs.
- vi. MindChamps Enrichment Academy Pte. Limited (“**MCEA**”), a Singapore private limited company with its registered business address at 6 Raffles Boulevard, #04-100 Marina Square, Singapore 039594. Since August 2013, MCEA offers and sells franchises in Singapore for, among others, MindChamps®’ research-based Reading & Writing™ program.
- vii. MindChamps Media Pte. Limited (“**MC Media**”), a Singapore private limited company with its registered business address at 6 Raffles Boulevard, #04-100 Marina Square, Singapore 039594. MC Media’s principal activity is in the production of dramas, variety shows and documentaries including the production of television programs for young children. MC Media has not offered franchises in this or any other line of business and does not conduct any other business activities.
- viii. MindChamps Music Pte. Limited (“**MCM**”), a Singapore private limited company with its registered business address at 6 Raffles Boulevard, #04-100 Marina Square, Singapore 039594. MCM has not offered franchises in any line of business.

None of our affiliates has offered franchises in this Franchise or any other line of business except as described above.

The MindChamps® Franchise

We offer to qualified candidates MindChamps® Franchise Agreements for the establishment of a School at a single location, which will operate under the “MindChamps®” and “MindChamps® International PreSchool” marks, and certain other trademarks, trade names, service marks, logotypes, and commercial symbols that we may adopt from time to time (collectively, the “**Marks**”).

Each School is identified by the marks “MindChamps®” and/or “MindChamps® International PreSchool” and the school location, e.g. “MindChamps International PreSchool @ [town or other location].”

Our current form of Franchise Agreement is attached as Exhibit B to this Disclosure Document (the “**Franchise Agreement**”). The Franchise Agreement must be signed by an Entity. In addition, we require all Owners of such Entity to sign personal guarantees agreeing to guarantee the payment and performance obligations of the Franchisee under the Franchise Agreement.

The Franchise Agreement grants you the right to operate a School under the System and using the Marks, as the System and Marks may be changed from time to time at and from an agreed upon site (“**Accepted Location**”). If, at the time you enter into the Franchise Agreement, you do not have an Accepted Location; you must lease, sublease, or acquire a site to operate the School, subject to our approval. The Franchise Agreement will designate a non-exclusive marketing area (the “**Designated Area**”). Schools typically will be located close to residential homes and certain commercial areas, all of which may be in either urban or suburban areas.

Childcare Industry, Market and its Specific Regulations. The childcare school market has expanded for several reasons, such as the importance of high-quality early childhood education, the benefits of childcare among corporations to keep effective and productive employees, and the increase in the number of working parents.

While the national market has expanded for services offered by childcare schools, local markets can vary from the overall national market. Each location or “market” has different demographics, childcare needs, business opportunities for working parents and competition for our owned and franchised childcare schools.

You and your employees must comply with all applicable childcare licensing statutes and regulations and other laws enacted by your state and local government regarding the protection and transportation of children and the operation of childcare facilities. You must also comply with health and safety regulations that apply to the preparation, serving and storage of food at your School. You will also have to comply with laws and regulations that are applicable to businesses generally (such as workers’ compensation, Occupational Safety and Health Administration, and Americans with Disabilities Act requirements).

General Description of the Market and Competition. We believe that the market for the services provided by the School is established and expanding. Our franchisees compete with day care schools, public and private schools, churches, and corporations which provide day care services and early childhood education.

You may have to compete with other businesses, including franchised operations, national chains and independently owned companies offering daycare/preschool services to children. The market for childcare services is developed in most areas.

Affiliated Franchise Programs. We are affiliated with the following franchise programs (“**Affiliated Programs**”):

- i. MPL is the direct parent company to the franchises of MindChamps® Preschool, MindChamps® Chinese PreSchool, MindChamps® Performing Arts International PreSchool in Singapore and MindChamps® Early Learning and PreSchool in Australia. The principal place of business is at 6 Raffles Boulevard, #04-100 Marina Square, Singapore 039594 in Singapore and Suite 36.02, 8 Parramatta Square 10 Darcy Street, Parramatta

NSW 2150 in Australia.

- ii. MindChamps® PreSchool franchise is for preschool schools that cater early childhood education services to children aged eighteen (18) months to six (6) years old in Singapore and Malaysia. As of the date of this Disclosure Document, there were a total of 38 MindChamps PreSchools centres in Singapore (including both company-owned and franchisee-owned centres) and three (3) in Malaysia. The MindChamps ® PreSchool franchise is similar to the Franchise offered by us. The MindChamps ® PreSchool franchise in Singapore is currently offered by MCPS. The MindChamps ® PreSchool franchise is currently offered by MPL and/or MPL's master franchisees and/or MPL's licensees in Malaysia. MPL's registered business address is 6 Raffles Boulevard, #04-100 Marina Square, Singapore 039594.
- iii. MindChamps ® International PreSchool is for preschool schools that cater early childhood education services to children in the Philippines, Myanmar and Indonesia. As of the date of this Disclosure Document, there were six (6) MindChamps ® International PreSchool centres and franchisees in the Philippines, one (1) in Myanmar and four (4) in Indonesia. The MindChamps ® International PreSchool franchise is similar to the Franchise offered by us. The MindChamps International ® PreSchool franchise is currently offered by MPL and/or MPL's master franchisees and/or MPL's licensees in the Philippines, Myanmar and Indonesia. MPL's registered business address is 6 Raffles Boulevard, #04-100 Marina Square, Singapore 039594.
- iv. MindChamps® Early Learning and PreSchool franchise is for early learning and preschools schools catering to children aged six (6) weeks to six (6) years old in Australia. As of the date of this Disclosure Document, there were a total of 22 MindChamps® Early Learning and PreSchools centres in Australia. The MindChamps ® Early Learning and PreSchool franchise is similar to the Franchise offered by us. The MindChamps ® Early Learning and PreSchool franchise in Australia is currently offered by MCAC. MCAC's registered business address is Suite 36.02, 8 Parramatta Square 10 Darcy Street, Parramatta NSW 2150, Australia.
- v. MindChamps® Chinese PreSchool franchise in Singapore nurtures a love for learning the Mandarin Chinese language in children aged eighteen (18) months to six (6) years old in the playgroup, nursery and kindergarten levels. As of the date of this Disclosure Document, there were four (4) MindChamps® Chinese PreSchool centres and franchisees in Singapore. The MindChamps® Chinese PreSchool franchise in Singapore is offered by MCPS. MCPS' registered business address is 6 Raffles Boulevard, #04-100 Marina Square, Singapore 039594.
- vi. MindChamps® Performing Arts International PreSchool franchise in Singapore marries the benefits of the MindChamps renowned preschool curriculum with key learning outcomes derived from the performing arts. As of the date of this Disclosure Document, there were three (3) MindChamps® Performing Arts International PreSchools centres in Singapore. The MindChamps® Performing Arts International PreSchool franchise in Singapore is currently offered by MCPS. MCPS' registered business address is 6 Raffles Boulevard, #04-100 Marina Square, Singapore 039594.
- vii. MindChamps® Infant Care franchise in Singapore provides full-day and half-day care programmes for infants and toddlers aged two (2) to eighteen (18) months. As of the date of this Disclosure Document, there was one (1) MindChamps® Infant Care school in Singapore. The MindChamps® Infant Care franchise in Singapore is currently offered by

- MCPS. MCPS' registered business address is 6 Raffles Boulevard, #04-100 Marina Square, Singapore 039594.
- viii. MindChamps® Allied Care franchise in Singapore provides healthcare services and allied health and early intervention services. As of the date of this Disclosure Document, there were 11 MindChamps® Allied Care centers in Singapore. The MindChamps® Allied Care franchise in Singapore is currently offered by MCACG. MCACG's registered business address is 6 Raffles Boulevard, #04-100 Marina Square, Singapore 039594.
- ix. MindChamps® Reading Program franchise caters to children from three (3) years old. It uses the breakthrough "*Immersive Reading*" approach to nurture reading with "*Active Understanding*". As of the date of this Disclosure Document, there were seven (7) MindChamps® PreSchools offering the MindChamps® Reading Program in Singapore. The MindChamps Reading Program in Singapore is offered as an add-on program to the MindChamps PreSchool franchise. MindChamps® Reading program franchise is currently offered by MCPS in Singapore. MCPS' registered business address is 6 Raffles Boulevard, #04-100 Marina Square, Singapore 039594.
- x. MindChamps® Reading and Writing Program franchise is a holistic literacy development program, equipping each child with a comprehensive set of writing tools. As of the date of this Disclosure Document, there were seven (7) MindChamps® centres offering the MindChamps® Reading and Writing Program in Singapore. The MindChamps Reading and Writing Program in Singapore may be offered either as a standalone franchise or offered as an add-on program to the MindChamps PreSchool franchise. MindChamps® Reading and Writing program franchise is currently offered by MCPS in Singapore. MCPS' registered business address is 6 Raffles Boulevard, #04-100 Marina Square, Singapore 039594.
- xi. MindSpace franchise is an integrative after school care program (which also provides enrichment programs) catering to children aged seven (7) to eleven (11) years old. As of the date of this Disclosure Document, there were twenty-eight (28) MindSpace centers in Singapore. MindSpace franchise is currently offered by MSG. MSG's registered business address is 6 Raffles Boulevard, #04-100 Marina Square, Singapore 039594.

ITEM 2 BUSINESS EXPERIENCE

Chairman, Chief Executive Officer and Director – David Chiem

Mr. Chiem has been our Chairman and CEO since our inception. He is also the Founder, Executive Chairman & Group CEO of MPL located in Singapore since its inception in 2008.

Chief Financial Officer – Yip Bao Chung

Mr Teo has been our Chief Financial Officer since October 2024. He has also held various positions with MPL located in Singapore since 2012.

Global Chief Brand Officer & Chief Operating Officer – Peh Poh Geok

Ms. Peh has been our Global Chief Brand Officer and Chief Operating Officer since our inception. She has also been employed by MPL located in Singapore since 2008.

Chief Information Officer – Shan Gandhimani

Mr. Shan has been our Chief Information Officer since our inception. He has been the Chief Information Officer of MPL located in Singapore since January 2021. He previously served as Chief Information Officer with RHT Consulting located in Singapore from October 2017 to January 2021.

Chief Business Development Officer, USA – Ben Ang

Mr. Ang has been our Chief Business Officer since our inception. Mr. Ang has been the Chief Business Development Officer of MPL located in Singapore since January 2022. Mr. Ang was previously CEO of Edutex Asia from February 2021 to December 2021, Chief Business Development Officer of Training Vision Institute Pte. Ltd from November 2019 to February 2021, He was Chief Operation Officer of Global Wellness Group, Singapore from May 2018 to November 2019 in Singapore.

Group General Counsel - Yeo Hui Leng

Ms. Yeo has been our Group General Counsel since our inception in Singapore. She has also been the Group General Counsel and Company Secretary of MPL in Singapore since April 2021. Based in Singapore, she previously served as Group General Counsel and Head of Investment and Development of Changhua Holdings from December 2019 to March 2021, General Counsel of Radisson Hotels Group from May 2019 to December 2019.

Deputy Director-General of Education – Joseph Lim

Mr. Lim has overseen our curriculum planning and delivery since our inception. He has also been Deputy Director – General of Education of MPL located in Singapore since February 2018.

Vice Dean, Engagement and Training – Paulene Smith

Ms. Smith has been our Vice Dean, Engagement and Training since our inception. She has held multiple positions with MPL located in Singapore since March 2008, including as Director (Special Projects), Senior Director of Education and Training and Vice Dean of Training and Engagement.

Dean of Research & Program Development - Brian Caswell

Mr. Caswell has been the Dean of Research & Program Development with MPL located in Singapore since 1998.

Note: Unless otherwise stated above, each individual in Item 2 maintains an office at our headquarters in Dover, Delaware or at MPL and/or MHPL in Singapore.

ITEM 3 LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4 BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5 INITIAL FEES

Unless otherwise described below, the following initial fees are uniformly applied and are non-refundable.

(1) Initial Franchise Fee

The initial franchise fee for a MindChamps® franchise (the “**Initial Franchise Fee**”) for a new franchisee for a new School is \$100,000, payable upon execution of the Franchise Agreement.

(2) Site Selection Fee / Site Assessment Fee

You have the option to engage us to source for up to 2 sites suitable for the development of the School based on criteria evaluated by us (the “**Suitable Sites**”) for the School. If you engage us to

do so, you must pay us the site selection fee of \$35,000 (the “**Site Selection Fee**”) upon the execution of the Franchise Agreement.

If you do not engage us to source for up to 2 Suitable Sites for the School, you must pay us a site assessment fee of \$5,000 (the “**Site Assessment Fee**”) for us to inspect the sites proposed by you within the Designated Area. In addition to the Site Assessment Fee, you must reimburse us for the costs and expenses incurred by us in assessing the proposed sites (up to a maximum of \$20,000).

(3) School Set-up Fee

You must pay us the school set-up fee of \$3,000/classroom (the “**School Set-up Fee**”) upon execution of the Franchise Agreement. Our disclosure at Item 7 below on the estimated School Set-up Fee is based on 8 to 10 classrooms. As consideration for the School Set-up Fee, we will provide you reasonable guidance on renovation and School set-up involving classroom look and feel, education resources, furniture and wall decorations display in accordance with our standards which are based upon the expectation of excellence (the “**ChampionGold Standard**”).

(4) Initial Training Fee (for One Owner and One Key Person)

You must pay us an initial training fee of \$30,000 (the “**Initial Training Fee**”) for one (1) Owner and one (1) Key Person, payable upon execution of the Franchise Agreement. The training covers training in the standards, procedures, techniques and methods comprising the System as described in the Manual. We charge a training fee of \$10,000 per additional Owner or Key Person. If we determine that you have not satisfactorily completed any part of the required training, we have the right to delay the opening of the School until training has been completed to our satisfaction.

(5) Teachers Training Fee

It is a requirement for all teachers to undergo the MindChamps®’ training program. We will provide complimentary training for up to ten (10) teachers. Thereafter, you will be charged based on the following for each teacher:

- i. Enrichment Teacher training fee: \$1,000 each
- ii. Classroom Teacher training fee: \$2,500 each
- iii. School Director training fee: \$3,500 each

You must bear all travel, accommodation and food and beverage costs of the trainees, and shall ensure that all the trainees have the requisite visas, permits, passes and/or authorizations during the period of training to attend and participate in training and must pay your own personnel expenses for training. You shall also bear the travel, accommodation and subsistence costs of our training personnel, which shall be capped at \$3,000.00 per training session conducted in-person.

(6) Marketing Starter Pack Fee

You must pay us the marketing starter pack fee of \$40,000, which is a one-time fee for the marketing campaign package we provide to you (the “**Marketing Starter Pack Fee**”). The Marketing Starter Pack Fee is payable upon execution of the lease document for the School entered into by you in relation to the lease of the premises to be used to operate the School (the “**Lease**”) as described in Item 11. The Marketing Starter Pack Fee, which will be spent on your behalf, covers all advertising expenses (including the designing and planning of advertising activities) in connection with the advertising of the School prior to the opening of the School.

(7) Document Preparation Fee

You must pay us the document preparation fee of \$3,000 (the “**Document Preparation Fee**”), which is payable upon execution of the Franchise Agreement. The Document Preparation Fee

relates to our costs of legal services relating to preparing, negotiating and/or executing the Franchise Agreement.

(8) Email System / Customer Relationship Management System / Student Management System

You must obtain from us the email system, customer relationship management system and student management system. The email system costs \$6 per staff/account per month, customer relationship management system costs \$62 per month for one (1) license and the student management system costs \$325 per month for one (1) license. On the assumption that there will be twenty (20) staff employed by you, for the first three (3) months of operations, you will need to pay \$360 for email system, \$186 for CRM system and \$975 for student management system.

ITEM 6 OTHER FEES

Name of Fee	Amount	Due Date	Remarks
Royalty Fee	9% of Gross Sales. ¹	Payable monthly on the 14th day of each month for Gross Sales of the preceding month.	For the definition of Gross Sales, see Note 1.
Local Advertising Fee	2% of Gross Sales for the preceding month or \$4,000, whichever is greater.	Payable as incurred.	You must spend a minimum of the greater of two percent (2%) of Gross Sales or \$4,000 each month on marketing, advertising and promotional activities in the local area, and all marketing, advertising and promotional activities undertaken by you must comply with guidelines and directions which we may specify from time to time acting reasonably.
Transfer Fee	For any Control Transfer, your transferee must pay the full amount of our then current initial franchise fee to us. You must pay to us the costs incurred by us or anticipated to be incurred by us for the evaluation of the proposed transferee, supervision, administrative costs, overhead, attorneys' fees, accounting and other costs and expenses of ours incurred in connection	Payable at the time the proposed assignment is completed.	"Control Transfer" occurs when you assign or transfer the rights and obligations granted to you under the Franchise Agreement and/or you and/or the Owners transfer or permit any transfer to occur which results in the grant of power (whether directly or indirectly) to direct, or cause the direction of, management and policies of the Franchisee or the School to any person or entity that did not have that power before that transfer.

	with the transfer. For a transfer that is not a Control Transfer, you must pay us a Transfer Fee of \$5,000 per each new Owner and reimburse us the costs and expenses incurred by us in conducting background checks on the new Owner(s).		
Renewal Fee	Fifty percent (50%) of the Initial Franchise Fee (i.e. \$50,000).	Payable upon renewal.	Payable if you enter into a renewal term and if you have satisfied the conditions for renewal.
Email	\$6 per staff/account per month.	Payable quarterly in advance.	See Item 11 for more information.
Customer Relationship Management system	\$62 per month for one (1) licence.	Payable quarterly in advance.	See Item 11 for more information.
Student Management system	\$325 per month for one (1) licence.	Payable quarterly in advance.	See Item 11 for more information.
Finance software	\$45 - \$100 per user per month.	Payable quarterly in advance.	You may choose to purchase this from us or our Affiliates. See item 11 for more information.
HRMS	\$4 - \$10 per staff per month.	Payable quarterly in advance.	You may choose to purchase this from us or our Affiliates. See item 11 for more information.
Cloud Phone system	\$12 - \$20 per phone per month.	Payable quarterly in advance.	You may choose to purchase this from us or our Affiliates. See item 11 for more information.
Document system	\$7 - \$14 per staff per month.	Payable quarterly in advance.	You may choose to purchase this from us or our Affiliates. See item 11 for more information.
Phone hardware	\$190 - \$330 per device.	As incurred.	You may choose to purchase this from us or our Affiliates. See item 11 for more information.
IT infrastructure	\$18,000 - \$35,000 onetime purchase and set up.	As incurred.	You may choose to purchase this from us or our Affiliates. See item 11 for more information.
Laptop	\$900 - \$1,400 per device.	As incurred.	You may choose to purchase this from us or our Affiliates. See item 11 for more information.

Smartboard	\$2,800 - \$4,800 per device.	As incurred.	You may choose to purchase this from us or our Affiliates. See item 11 for more information.
Door Access – Face recognition device	\$1,200 - \$2,000 per device.	As incurred.	You may choose to purchase this from us or our Affiliates. See item 11 for more information.
Printer	\$60 - \$135 per month.	Payable quarterly in advance.	You may choose to purchase this from us or our Affiliates. See item 11 for more information.
Late Fee	1.5% per month, plus a 5% late fee on past due amounts.	Payable on demand.	Applies to all payments to be made by you to us.
Annual Business Leaders Conference	Our current rate per attendee. Currently, the fee is \$500 per attendee per conference.	Payable prior to the Annual Business Leaders Conference.	Payable if we conduct the Annual Business Leaders Conference, which may occur up to twice a year. We may require you to attend and may collect the fee, whether or not you actually attend.
Additional Professional Training Fee	A fee that we may set for each additional training program, which will vary from program to program. Our current rate per trainer is \$750 per day.	Payable when services are provided.	Payable if you attend the additional professional training program. We may require you to attend and may collect the fee, whether or not you actually attend.
Educator Training & Development Day	Our current rate per attendee. Currently, the fee is \$50 per attendee per conference.	Payable prior to the Educator Training & Development Day.	Payable if we conduct the Educator Training & Development Day, which may occur up to four times a year. We may require you to attend and may collect the fee, whether or not you actually attend. You will also be responsible for your attendees' costs and expenses to attend.
Remedial Expense	You have to reimburse our costs and expenses incurred and an additional 10% on the actual costs incurred.	As incurred.	Payable when the general state of repair or the appearance of the School or its equipment, fixtures or signs does not meet our standards and you fail or refuse to initiate maintenance within thirty (30) days from our written notice.
Facilities Expansion Fee	\$5,000.	Payable upon approval of your request.	Payable if you wish to expand the size of the School for us to review your request and any supporting documents we request.
Marketing Materials	Our costs plus any licensing fees (up to 20% of our costs), shipping, handling and	As incurred.	Payable if you request for multiple copies of the marketing materials. The costs of the Marketing Materials vary from franchisee to franchisee and

	storage costs.		depends on what a franchisee requires.
Proprietary Products	Full purchase price plus licensing fee (of 20% of our costs) and the actual cost of shipping, handling and storage costs.	As incurred.	Payable when you purchase the Proprietary Products, which include any product, including but not limited to equipment, software, brand positioning collaterals, course materials and education resources and furnishing that: (i) has been produced in accordance with our specifications; (ii) has been packaged or labeled with the Marks; or (iii) in our sole discretion, is an important component of the System. The costs of the Proprietary Products vary from franchisee to franchisee and depends on what a franchisee requires.
Late Reporting Fee	\$100 per day.	Payable following each failure to comply with reporting requirements.	Payable if you fail to timely submit reports as required under the Franchise Agreement.
Late Crisis Notification Fee	\$10,000 for each separate event of failure to notify plus \$500 per day beginning on the second day to cover our costs to assist with managing the late crisis.	As incurred.	Because of the potential damage to the System and goodwill associated with the Franchisor, its affiliates and/or the Marks, if you fail to alert us to a Crisis Situation ² , you must pay the Late Crisis Notification Fee to us.
Audit Fees	<p>\$3,000 once a year, in respect of the Franchisor's annual audit on the Business for compliance with the Franchisor's System.</p> <p>\$3,000 once a year, in respect of verifying the accuracy of the accounts, records and/or statements submitted by the Franchisee.</p> <p>In addition, you will pay the costs of the audit incurred by us, including the charges of any independent auditor and our travel, accommodation, time costs and other relevant</p>	Upon receipt of audit report.	The Additional Audit Fees are payable only if the inspection of audit (1) is required as a result of a prior non-compliance by the Franchisee of the System and/or the Manual (2) is required as a result of you failing to provide records and reports when requested; (3) discloses that you have under or over stated any figures by more than two percent (2%) or that you have been fraudulent or engaged in any illegal or unapproved activity; or (4) shows that you have breached your obligations under any governmental, licensing or labor laws or is conducted further to a notice or investigation by any authority or governmental agency alleging that you are in breach of such obligations during the conduct of the Business.

	out-of-pocket expenses, in connection with additional inspections or audits (the “ Additional Audit Fees ”).		
Indemnification	Amount of losses, damages and/or expenses.	As incurred.	You must indemnify us from and against any and all losses, damages, expenses (including legal costs on a full indemnity basis or costs incurred in relation to settling a dispute under the Franchise Agreement or liabilities (whether criminal or civil) and costs of settlement suffered or incurred by us due to (1) any neglect or default of you or your agents, employees, partners, directors or licensees in connection with the Business; (2) the use of the Intellectual Property by you or your agents, employees, partners, directors or licensees otherwise than in accordance with this Agreement; and (3) any other reason so long as such losses, expenses, damages, fees or costs resulted from the operation of the Business by you and was not due to any default of us.

The table above describes fees and payments that are payable to us or our affiliates, or imposed by us on behalf of a third party, relating to the operation of your School. All of the fees listed above are non-refundable and, except as noted below, are uniformly imposed.

NOTES

1. “**Gross Sales**” means the total sales of all goods or services whether on or off School premises, including any subsidies received from the government and/or other organizations, prior to any reductions of any kind such as discounts, comps, coupons, voucher credits, trade for product or services but excluding any sales and equivalent taxes actually collected and paid to the appropriate government taxing authority.
2. “**Crisis Situation**” includes (a) any allegation or occurrence of abuse, neglect, or mistreatment of a child; (b) any allegation or discovery that a child has been released to an unauthorized person; (c) any occurrence of a major accident involving any person at the School; (d) any allegation or occurrence of unlawful conduct at the School, by you or any partner, staff member, officer, or Key Person; (e) any allegation or discovery of any hazardous or unlawful substance at the School; (f) any (i) investigations or notice of contravention of laws/regulations by governmental agencies; or (ii) complaints, directed at the School, the Franchisee or any partner, staff member, officer, Key Person of the Franchisee; (g) any outbreak of contagious serious illness at the School; and (h) any allegation or discovery of any breach of computer or camera systems, loss of data, files or personal data.

ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Low	High	Method of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee	\$100,000	\$100,000	Lump Sum	Upon the execution of the Franchise Agreement	Us
Site Selection Fee or Site Assessment Fee ³	\$5,000	\$35,000	Lump Sum	Upon the execution of the Franchise Agreement.	Us
School Set-up Fee	\$24,000	\$30,000	Lump Sum	Upon the execution of the Franchise Agreement.	Us
Initial Training Fee ⁴	\$30,000	\$30,000	Lump Sum	Upon the execution of the Franchise Agreement.	Us
Marketing Starter Pack Fee ⁵	\$40,000	\$40,000	Lump Sum	Upon the execution of the Lease.	Us
Document Preparation Fee ⁶	\$3,000	\$3,000	Lump Sum	Upon the execution of the Franchise Agreement.	Us
Security Deposit for Lease ⁷	\$15,000	\$100,000	Lump Sum	As required by the landlord, typically upon execution of the lease.	Landlord
Pre-paid rent for up to 3 months ⁸	\$0	\$90,000	Lump Sum	As required by the landlord, typically upon execution of the lease.	Landlord
School resources and equipment ⁹	\$240,000	\$300,000	As Incurred	As Incurred	Us or approved suppliers
Marketing Materials	\$15,000	\$20,000	As Incurred	As Incurred	Us or approved suppliers
Additional site work costs (for build-to-suit schools) ¹⁰	\$30,000	\$100,000	As Incurred	As Incurred	Third parties
Email system ¹¹	\$360	\$360	Quarterly in advance	Quarterly in advance	Us
Customer Relationship Management system ¹¹	\$186	\$186	As Incurred	As Incurred	Us
Student Management system ¹¹	\$975	\$975	As Incurred	As Incurred	Us
Finance software ¹¹	\$135	\$600	As Incurred	As Incurred	Us or approved suppliers
HRMS ¹¹	\$240	\$600	As Incurred	As Incurred	Us or

					approved suppliers
Cloud Phone system ¹¹	\$324	\$660	As Incurred	As Incurred	Us or approved suppliers
Document system ¹¹	\$420	\$840	As Incurred	As Incurred	Us or approved suppliers
Phone hardware ¹¹	\$1,710	\$3,630	As Incurred	As Incurred	Us or approved suppliers
IT infrastructure (including Network Switch, Wifi access point, CCTV, Firewall) ¹¹	\$18,000	\$35,000	As Incurred	As Incurred	Us or approved suppliers
Laptop ¹¹	\$8,100	\$15,400	As Incurred	As Incurred	Us or approved suppliers
Smartboard ¹¹	\$22,400	\$48,000	As Incurred	As Incurred	Us or approved suppliers
Door recognition device ¹¹	\$1,200	\$4,000	As Incurred	As Incurred	Us or approved suppliers
Printer ¹¹	\$180	\$405	As Incurred	As Incurred	Us or approved suppliers
Miscellaneous Opening Expenses ¹²	\$70,000	\$100,000	As Incurred	As Incurred	Third parties
Additional Funds – 3 months ¹³	\$100,000	\$125,000	As Incurred	As Incurred	Third parties
Land and Development costs (optional) ¹⁴	Optional – please refer to note 14	Optional – please refer to note 14	Lump sum	As Incurred	Third parties
TOTAL	\$726,230	\$1,183,656			

NOTES

1. Explanation of Estimates. The chart above describes the estimated initial investment for a School operated under a build-to-suit lease. We prepared these estimates based on the experience and data collected from the operating expenses of MPL and our affiliate's franchisees and from the operation of MindChamps preschools in Singapore, Australia and other countries.
2. Except as expressly indicated otherwise, these estimates are intended to estimate your required initial cash investment up to the opening date of your School and potential working capital needs for the first three (3) months of operations thereafter.
3. Site Selection / Site Assessment Fee. You have the option to engage us to source for up to 2

Suitable Sites for the School. If you engage us to do so, you must pay us the site selection fee of \$35,000 upon the execution of the Franchise Agreement. If you do not engage us to source for up to 2 Suitable Sites for the School, you must pay us a site assessment fee of \$5,000 for us to inspect the sites proposed by you within the Designated Area. In addition to the Site Assessment Fee, you must reimburse us for the costs and expenses incurred by us in assessing the proposed sites (up to a maximum of \$20,000). You will pay either the Site Selection Fee or the Site Assessment Fee, but not both. We have included both fees in the estimated range as we cannot anticipate which option you will choose.

4. Initial Training Fee. We charge a training fee of \$30,000 for initial opening training and orientation for one (1) Owner and one (1) Key Person. If more than 2 persons attend the initial training, you may be charged a fee of \$10,000 per additional person. The fees for additional attendees at initial training are non-refundable and imposed uniformly on all franchisees. We provide complimentary free-of-charge training for up to ten (10) teachers. Thereafter, we charge a training fee of up to \$3,500 per attendee as listed in Item 5 (“Teachers Training Fee”). You are responsible for all costs for travel, accommodations, meals, and other expenses (including salaries) for your attendees. If the training occurs at a location requested by you, you will also be responsible for all costs for travel (excluding airfare), accommodation, meals, and expenses incurred by us and our employees providing the training.
5. Launch Marketing. You must spend a minimum of \$40,000 for grand opening advertising, including advertising and promotional activities that you will conduct prior to operating your School, which may vary depending on the conditions within your market. This includes, but is not limited to, advertising, public relations, direct mail, digital and other media, marketing materials, promotional items, initial printing of stationary or business cards, enrollment materials, installation of bus graphics, and other grand opening expenses. We may require you to deposit up to the full \$40,000 for grand opening advertising with us at a specified time prior to the Opening Date, and we will spend such money on pre-opening marketing on your behalf. We must approve any marketing materials before they are used.
6. Document Preparation Fee. You must pay us a fee of \$3,000 as our costs for preparing the franchise documents including the franchise agreement.
7. Security Deposit for Lease. Your landlord may require you to pay a security deposit for your lease. We estimate that the amount of the security deposit may range between \$15,000 and \$100,000, but the amount could be higher depending on your market, the cost of your rent, and the arrangement that you negotiate with your landlord. The deposit may or may not be refundable, depending on the arrangement that you negotiate with your landlord.
8. Pre-paid rent for up to 3 months. In some instances, a landlord may require the tenant to prepay rent, either before or after the lease commencement date. If no pre-paid rent is required by the landlord, your costs will be \$0.
9. School resources and equipment. You may spend approximately \$30,000 per classroom for furniture and equipment including teaching resources, whiteboards, boards for zone display, zone labels, acrylic boards, outdoor teaching and playing resources. The costs of School Resources and Equipment will vary and are subject to change. The low and high estimates represent the costs that may be incurred to set up eight (8) and ten (10) classrooms respectively.
10. Additional site work costs (for build-to-suit schools). Typically, most of the schools are developed on a build-to-suit basis due to the need to consider the various requirements and

regulations set by governmental agencies, state and local ordinances, and childcare licensing and/or education licensing authorities. The costs vary depending on factors such as the size, condition and location of the school, cost of labour and raw materials. If you choose a build-to-suit basis, the build-out costs will usually be paid by the franchisee through either of the following methods: (1) the build-out costs will be calculated into, and amortized over, the initial term of the lease as your rent, or (2) the franchisee will pay the amount in a lump sum to the developer or landlord. If additional fit-out or build-out is required which is not part of the build-out undertaken by the developer/landlord (e.g. painting and decorating the premises to meet the corporate image of the franchisor), your estimated costs will be approximately \$30,000 - \$100,000 depending on the fit-out requirements.

11. We describe the computer system and the various IT services and software program requirements in more detail in Item 11. The low and high estimates represent the costs that may be incurred for a School with eight (8) to ten (10) classrooms and twenty (20) staff for the first three (3) months of operations.
12. Miscellaneous Opening Expenses. You may spend up to \$100,000 for miscellaneous expenses before you open the School. The miscellaneous opening expenses are our best estimates of costs for various items including deposits utilities, insurance, licenses/permits, professional services, pre-opening payroll, kitchen and office furniture, janitorial, kitchen and general supplies, uniforms, shipping and storage charges, legal fees for document review and the formation of an Entity, and any incidental costs prior to the opening of the School.
13. Additional Funds. We recommend that you have additional funds available to cover rent for the School and operating expenses, including employee's salaries, for the first 3 months that the School is open. Because the exact amount of reserves will vary from business to business, you should retain the services of an experienced accountant or financial advisor to develop a business plan and financial projections for the Franchise. These estimates are for a typical new School with a building size ranging from 8,000 square feet to 10,000 square feet.
14. Land and Development Costs. We do not require you to purchase land and build the facility for your School. The above estimates are based on the assumption that you lease the facility for the School on a build-to-suit basis. If you decide to purchase land and build the facility, we estimate the costs range between approximately \$2,726,230 million to \$6,183,656 million, but these cost estimates are highly dependent on the geographic area and size in which you choose to purchase and build. If you or an entity you control owned the School premises or acquired the School premises during the term of the Franchise Agreement, you (or your affiliated entity) must sign an option to lease agreement and right of first refusal in the form we require. The entity that owns the School premises must be a separate entity from the entity that is the franchisee under the Franchise Agreement. The Lease must be approved by us and contain a provision, in a form acceptable to us, giving us the option to obtain an assignment or transfer of the Lease in the event that you should for whatever reason decide that you want to terminate the Lease or should the Franchise Agreement be terminated.
15. All tables: Any amounts paid to us or our affiliates are typically not refundable. Amounts paid to a third party may or may not be refundable, depending on the contracts between you and third party.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

General

To ensure that the highest degree of quality and service is maintained, you must operate the School

in compliance with your Franchise Agreement and in conformity with the methods, standards, and specifications as we may periodically prescribe in the Manual or otherwise in writing. You must not deviate from our standards and specifications, unless you have received our prior written consent.

Except as specified below, you are not required to purchase or lease goods, services, supplies, fixtures, equipment, inventory, computer hardware or software, real estate, or comparable items related to establishing or operating the School from us, our designees, or suppliers we approve, or under our specifications.

As part of the MindChamps program, we source or prepare the Proprietary Products. The fees that you must pay for the Proprietary Products are set out in Items 6 and 7 above. You must ensure that the School is always equipped and replenished with the quantity of Proprietary Products as reasonably required by us. You shall purchase the Proprietary Products only from us or suppliers approved by us. The sale of Proprietary Products by us is subject to our terms and conditions.

At your expense, you must procure from us, our Affiliates or suppliers approved by us, IT services, hardware and enrollment and other software programs approved by us at our discretion. You agree to procure enrollment and other software programs and services from us, our Affiliates or suppliers approved by us and pay us fees for these programs and services. We may modify the fees and it will increase each year by approximately 5%. We describe these IT services and enrollment and other software program maintenance services in more detail in Item 11.

To the extent that we establish specifications, require approval of alternative suppliers or service providers, or designate specific suppliers or service providers for particular items or services, we will publish our requirements in the Manual or otherwise in writing. We can unilaterally change specifications and standards for particular products or services or for particular suppliers. These changes or additions may affect your obligations and may require additional capital investment or expenditures.

We apply the following general criteria in deciding whether to approve a supplier: (i) ability to make the product to our quality and safety specifications; (ii) production and delivery capability; (iii) integrity of the supplier; and (iv) financial condition of the supplier.

If our approval of the supplier or service provider is required, you must submit your request for approval in writing to us. You may not purchase any goods or services from any proposed new supplier or service provider before you receive our approval in writing. We do not charge any fees to secure our approval. We will notify you in writing whether we approve the proposed new supplier or service provider within a reasonable time (generally within 30 days of completion of our review). Our approval of the proposed new supplier or service approval is solely at our discretion. We may revoke our approval of the supplier or service provider if they no longer meet our approval criteria.

We estimate that 95% of your purchases and leases in establishing the School and approximately 95% of your total purchases and leases in operating the Business will be subject to the restrictions described above.

In the year ending December 31, 2023, we did not derive any revenue from the sale of any required purchases or leases by franchisees. Neither we nor our other affiliates derived any other revenue from required purchases or leases.

None of our officers own an interest in any supplier with whom you are required or recommended to do business.

Neither us nor our affiliates receive rebates or other financial benefits from a supplier of goods or services to you. There are no purchasing or distribution cooperatives. We do not provide any material benefits to you based on your purchase of particular products or services or use of particular suppliers. Although we do not currently do so, we may, at our option, negotiate certain purchase and pricing arrangements with suppliers for the benefit of us and/or our franchisees.

Insurance

You must at your own expense purchase and maintain the types and amounts of insurance that we require from an insurance company that we accept from a carrier rated A+ by AM Best. We require you to purchase the following types of insurance coverage in the amounts described below:

1. Liability. A commercial general liability policy in the amount of not less than \$3,000,000 aggregate and \$1,000,000 per occurrence, including operations, products and completed operations, broad form contractual liability, personal injury, public liability and advertising liability.
2. Sexual Abuse & Molestation liability. A sexual abuse and molestation liability coverage for not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.
3. Statutory Workers' Compensation/Employer's Liability Insurance. Statutory workers' compensation insurance and employer's liability insurance, as well as such other disability benefits type insurance as may be required by statute or rule of the state in which the School is located, in amounts prescribed by law. You must have and maintain this insurance for all of your employees prior to any employee commencing any training with us.
4. Commercial Umbrella Liability Insurance. Commercial umbrella liability insurance with limits which bring the total of all primary underlying coverages to not less than \$10,000,000 per occurrence and \$10,000,000 in aggregate.
5. Cyber Liability Insurance. Cyber liability insurance in an amount not less than \$1,000,000 in the aggregate and with such minimum coverages and sublimits as we may require.
6. Professional Liability Insurance. Professional liability insurance in the amount of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.
7. Other Insurance. Any other insurance coverage that is required by federal, state, or municipal law.

All insurance policies must contain such types and minimum amounts of coverage, exclusions and maximum deductibles as we require from time to time, name us and our Affiliates as additional insureds, contain a standard separation of insureds provision, include a waiver of subrogation provision or endorsement in favor of us and our Affiliates, provide that coverage for us and our Affiliates will be primary to and not contributory to any policies carried by us or our Affiliates, provide for thirty (30) days prior written notice to us of any material modification, cancellation, or expiration of such policy, and include such other provisions as we may require.

You must submit a copy of the policies and other reports, records, and information as reasonably required by us from time to time. We may modify the required insurance at any time.

Lease

The form of any lease for your School, or any renewal of your lease, must be approved in writing by us. You may not begin to construct the School or operate the Business unless we have approved the Lease in writing. For the avoidance of doubt, we make no representations or warranties with respect to the terms of the lease and the suitability or potential of the location we approve. You will ensure that the lease contains a provision, in a form acceptable to us, giving us the option to obtain an assignment or transfer of the lease in the event that you should for whatever reason decide that you want to terminate the lease or should the Franchise Agreement be terminated.

Designers and Contractors

You may only engage designated designers and contractors that we have approved in writing. You must bear all the costs of such designers and contractors. You cannot modify the layout or design or equipment for the School without prior written consent.

Site Sourcing / Site Assessment

Under the Franchise Agreement, we and/or our affiliates may provide certain real estate selection and advisory services. You must pay us the applicable Site Selection or Site Assessment Fee for these services.

Accountant

You must use, at your expense, an independent certified public accountant approved by us.

ITEM 9 FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement. It will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document. All section references are to the Franchise Agreement unless otherwise indicated.

FRANCHISEE'S OBLIGATIONS

	Obligation	Section(s) in Franchise Agreement	Item(s) in Disclosure Document
a.	Site selection and acquisition/lease	Sections 2(B), 2(D), 10(A)/(B), 11.1, 11.7	7, 11
b.	Pre-opening purchases/leases	Sections 2(B), 2(D), 8, 11.1, 11.2, 11.7	7, 8 and 11
c.	Site development and other pre-opening requirements	Sections 2(B), 2(D), 8, 11.1, 11.2, 11.3, 11.7.	5, 6, 7, 8 and 11
d.	Initial and ongoing training	Sections 9, 11.2, 11.3, 11.13	7 and 11
e.	Opening	Section 14	7 and 11
f.	Fees	Sections 5, 6, 8, 9, 11.1, 11.13, 14, 26	5, 6 and 7
g.	Compliance with standards and policies/ Operating Manuals	Sections 7, 11.6	8 and 11
h.	Trademarks and proprietary information	Section 21	13 and 14
i.	Restrictions on products/ services offered	Section 11.5	16
j.	Warranty and customer service requirements	Sections 11.6, 11.9, 11.10	8
k.	Territorial development and sales quotas	Section 11.4	Not applicable
l.	Ongoing product/service purchases	Sections 8, 14, 16	8
m.	Maintenance, appearance and remodeling requirements	Section 11.7	11
n.	Insurance	Section 16	6, 7 & 8
o.	Advertising	Section 14	5, 6, 7 and 11
p.	Indemnification	Section 11.3, 22, 27, 31	6
q.	Franchisee's participation/ management/	Section 11.3, 11.13	11 & 15

	staffing		
r.	Records and reports	Section 11.5, 13, 14(B)	11
s.	Inspections and audits	Section 11.9, 12, 13	6
t.	Transfer	Section 26	6 and 17
u.	Renewal	Section 4	6, 11 and 17
v.	Post-termination obligations	Section 29	17
w.	Non-competition covenants	Section 24	17
x.	Dispute resolution	Section 30	17

Generally, all individuals owning a direct or indirect interest in you must execute a guarantee covering all of your obligations under the Franchise Agreement.

ITEM 10 FINANCING

Neither we nor any of our affiliates offer, directly or indirectly, any financing arrangements to our franchisees. We do not guarantee your notes, leases or other obligations.

ITEM 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

Pre-opening Obligations

Before you open your Business, we or our designee will provide the following assistance:

1. We will provide pre-opening training in the MindChamps System, including standards, methods, procedures and techniques, at the times and places we designate for our training programs, together with any additional training and assistance we determine necessary in connection with the opening of your School, including assistance by our personnel. (Franchise Agreement, Section 9), A description of that training appears later in this Item 11.
2. We will present you with up to two Suitable Sites for the location of the School (if you elect to engage us to source for a suitable site for the School) or we will evaluate sites proposed by you within the Designated Area to determine if the site is suitable for the development of the School based on criteria we determine appropriate (if you do not engage us to source for a suitable site for the School). (Franchise Agreement, Section 10(A) and (B)).
3. We will provide you with advertising assistance, sales advice, or related materials as we deem advisable and as we may develop from time to time under the Marketing Starter Pack. (Franchise Agreement, Section 14).
4. We will provide you with reasonable guidance on (i) construction/development to meet the interior and exterior look of the premises of the School as determined by us in accordance with the System; (ii) School set-up involving classroom look and feel, education resources, furniture and wall decorations display in accordance with the System; and (iii) administrative and operations set-up in accordance with the System. (Franchise Agreement, Section 10(C)).

5. We will provide you access to our Manual, which we may revise from time to time. (Franchise Agreement, Section 7).
6. We will source the Proprietary Products ordered by you or source substitute Proprietary Products if all or part of any original order is not available. (Franchise Agreement, Section 8(C)).

Post-opening Obligations

During the operation of the Business, we will provide the following assistance:

1. Provide reasonable guidance on matters relevant to the operation of the School (Franchise Agreement, Section 10(D)(1));
2. Provide reasonable guidance to you in procuring and sourcing suppliers for the Education Resources and Furnishing as may be reasonably required by you to operate the School, including providing the list of Education Resources and Furnishing required. However, we have no obligation to deliver or install the Education Resources and Furnishing for you. (Franchise Agreement, Section 10(D)(1));
3. Provide to you advice, know-how and guidance relating to the management, operation of the School, including business development and marketing (in relation to promotional materials only) of the School, and any other matters relating to the System from time to time arising with a view to assisting and enabling you to operate the School (Franchise Agreement, Section 10(D)(1));
4. Make available to you for your use any improvements in the System during the term of the Franchise Agreement (Franchise Agreement, Section 10(D)(1));
5. Update the Course Materials, Programs and Pedagogical Methods from time to time (Franchise Agreement, Section 10(D)(1));
6. At your cost, to review your performance at the School, rendering of assistance and introduction of new Programs, curricula, materials or Pedagogical Methods at a time and location we determine (Franchise Agreement, Section 10(D)(1); and
7. We will provide you with reasonable guidance on the staffing level to be maintained at the School (Franchise Agreement, Section 9).

Location, Selection and Opening; Site Sourcing

You must either engage us to source a suitable site for the School for you or engage us to evaluate and assess sites proposed by you within the Designated Area. If you engage us to source a suitable site for the School for you, the Site Selection Fee will be payable by you to us. If you engage us to inspect and assess suitable sites proposed by you within the Designated Area, the Site Assessment Fee will be payable by you to us.

Upon payment of the Site Selection Fee by you, we will source for a suitable site for the School which is accepted by you or we will source up to 2 suitable sites for the School. The factors that we consider in selecting or approving a suitable site include the location and neighborhood, population, competitive schools in the area and lease terms.

If you fail to secure or maintain a lease for the School within twelve (12) months from the date of

the franchise agreement (provided that, if you have engaged us to source a suitable site for the School and have paid the Site Selection Fee, you have been presented with at least 2 Suitable Sites), we may give you a notice in writing of the breach and if you fail to remedy the breach in the time frame and in the manner specified in the notice of breach, we are entitled to terminate the franchise agreement without refund of the Initial Franchise Fee paid by you.

In consideration of the School Set-up Fee paid by you, we will also provide pre-opening services which include providing reasonable guidance on renovation for the interior and exterior look of the School, School set-up involving classroom look and feel, education resources, furniture and wall decorations display in accordance with the ChampionGold Standard and administrative and operations set-up. In general, when we source for a suitable site for the School for you, we do not own the premises and will not be leasing the premises to you.

Upon payment of the Site Assessment Fee by you, we will inspect sites proposed by you within the Designated Area, subject to your submission of a description of the location, in the form that we require, and any other information or materials as we may reasonably require.

We do not provide any assistance or advice in conforming the premises to local ordinances and building codes and obtaining any required permits.

We do not provide you with any assistance in hiring employees. Our training program is described later in this Item.

Subject to applicable law, we will recommend pricing for the sale or supply of goods and services in your Business. We also reserve the right to set minimum and/or maximum prices and recommended prices for the sale or supply of goods and services in your Business subject to applicable law.

The typical length of time between the signing of your Franchise Agreement to the commencement of School operations is 20 to 36 months. Factors affecting this length of time may include: selecting and securing a Suitable Site, construction and build-out of the School, training your personnel, contract negotiations, leasing and financing arrangements, meeting local zoning or other ordinances or community requirements, delivery of equipment and signs, and similar factors. The Franchise Agreement requires that you secure the Lease within 12 months after the date you sign the Franchise Agreement and open the franchised Business within 24 months after the date you sign the Franchise Agreement. You must obtain our approval prior to opening the School. Your failure to open will constitute an event of default under the Franchise Agreement, for which we may terminate your Franchise.

Initial Opening Marketing

You must pay \$40,000 to us as the marketing campaign package fee for the purposes of promoting the opening of the Business (the “**Marketing Starter Pack Fee**”) with full payment made to us upon the signing of the lease for your School. We will use the Marketing Starter Pack Fee to conduct initial advertising for your School as described in Item 7 above. We will determine how it is spent for marketing, advertising and promotional activities including materials, channels and budget for the grand opening of your School.

Local Advertising

You must market, advertise and promote the Business at all times including for the launch of the School. You shall spend a minimum of the greater of two percent (2%) of gross sales or \$4,000

each month on such marketing, advertising and promotional activities in the Designated Area.

All of your local advertising must be conducted in the media, type, and format that we have approved, must be conducted in a dignified manner, and must conform to our standards and requirements. You must comply with all of our written instructions, policies, procedures, and restrictions regarding advertising and marketing within the Designated Area and outside of the Designated Area, and in areas that may be territories assigned to other franchisees. You may not use any marketing or promotional plans that we have not approved in writing. You must submit to us samples of all proposed plans and materials before you use the materials. If we have not approved the materials within 30 days of our receipt, then the marketing and promotional materials will be deemed disapproved. All advertising and promotional materials developed by or on your behalf, and any copyrights thereto, will be our sole property, and you must execute such documents (and, if necessary, require your independent contractors to execute such documents) as we may deem reasonably necessary memorialize our ownership of these materials. In the event that we reasonably object to any marketing, advertising or promotional activity undertaken or proposed to be undertaken by you, you shall immediately cease or refrain from taking out such marketing activity.

As used in the Franchise Agreement, the term “local advertising” refers to only the direct costs of purchasing and producing marketing materials (such as camera-ready advertising and point of sale materials), media (space or time), and your direct out of pocket expenses related to costs of advertising and sales promotion in your local area.

If requested by us, annually you must prepare and submit a plan of all marketing, advertising and promotional activities planned for the upcoming calendar quarter to us by the end of April for Q1, July for Q2, October for Q3 and January for Q4 (Q1: Jul-Sep, Q2: Oct-Dec, Q3: Jan-Mar, Q4: Apr-Jun). You must also submit to us a report on all marketing, advertising and promotional activities conducted on your own initiative or at the request of us, every calendar quarter. Such reports must be submitted within five (5) working days after the end of each calendar quarter covering the activities undertaken in that quarter and must be accompanied by copies of the marketing, advertising and promotional materials used.

All marketing, advertising and promotional activities undertaken by you on your own accord that require our participation of any kind are subject to payment by you to us, on terms that shall be mutually agreed prior to the commencement of such marketing, advertising and promotional activities.

Advertising Council

We do not have an advertising council for franchisees.

Advertising Cooperative

We do not currently have an advertising cooperative and do not require our franchisees to participate in them.

Computer System

Our computer system consists of the following items:

S/n	Item	Details
1	Email system	Email Subscription

2	Customer Relationship Management system	Leads Tracking, Customer Journey, Managed mass email, Campaign, Activity Capture
3	Student Management system	Registration, Enrolment, Invoice, Receipt, Portfolio, Temperature taking & Attendance, Report Card, Parents App
4	Finance	AR, AP, GL, Bank, Fixed Assets, Inventory
5	HRMS	Recruitment, Employee Profile, Leave, Appraisal, Payroll
6	Cloud Phone system	Cloud PABX with caller ID, call hold, Call transfer, Voice mail
7	Document system	Microsoft Office Applications (Word, PowerPoint, Excel and Outlook)
8	Phone hardware	Phone Hardware
9	IT Infrastructure	Network Switch, Wifi access point, CCTV, Firewall
10	Laptop	Laptop - 14", Windows Pro, i7 processor, 16GB RAM
11	Smartboard	Smartboard TV Panel 65"
12	Door Access – Face	Face Recognition device
13	Printer	MFC printer

(collectively, the “**Computer System**”).

Items 1 – 3 must be purchased from us or our Affiliates. The fees for the email system set out in item 7 of this Disclosure Document are estimated on the basis that there will be up to 20 staff hired for your School. If more than 20 staff are needed for your School, the fees will increase. Internet service is not included in the fee and you must obtain it separately. You must procure Items 1 – 3 from us throughout the term of the Franchise Agreement.

Items 4 – 13 may be purchased either from us, our Affiliates or from third-party suppliers, subject to adherence to specifications and guidelines as provided by us.

If you obtain the Computer System from us and/or our Affiliates, the costs are as follows:

Item	Cost	Payment due date
Email	\$6 per staff/account per month.	Payable quarterly in advance.
Customer Relationship Management system	\$62 per month for one (1) licence.	Payable quarterly in advance.
Student Management system	\$325 per month for one (1) licence.	Payable quarterly in advance.
Finance software	\$45 - \$100 per user per month.	Payable quarterly in advance.
HRMS	\$4 - \$10 per staff per month.	Payable quarterly in advance.
Cloud Phone system	\$12 - \$20 per phone per month.	Payable quarterly in advance.

Document system	\$7 - \$14 per staff per month.	Payable quarterly in advance.
Phone hardware	\$190 - \$330 per device.	As incurred.
IT infrastructure	\$18,000 - \$35,000 onetime purchase and set up.	As incurred.
Laptop	\$900 - \$1,400 per device.	As incurred.
Smartboard	\$2,800 - \$4,800 per device.	As incurred.
Door Access – Face recognition device	\$1,200 - \$2,000 per device.	As incurred.
Printer	\$60 - \$135 per month.	Payable quarterly in advance.

You must grant us full administrator access to the Computer System, including the right to preset any applications necessary for the operation of the School and full rights to change the configuration of the Computer System. You will grant unrestricted remote access to the Computer System to us subject to applicable local laws and regulations. Any changes to the Computer System must be approved by us in writing. You may use the Computer System only for the School.

If you purchase the Computer System from us, we will provide remote monitoring, troubleshooting and maintenance of the Computer System for you. Any IT support provided by us will be done remotely and no on-site support will be provided.

We may periodically require you to update or upgrade the Computer System. We will advise you in writing of any required upgrades.

We estimate that the costs incurred by you for any optional or required maintenance updating, upgrading or support contracts for the computer hardware systems will be approximately \$800 - \$1,200 a month, but this may vary from year to year.

The contractual limits on required upgrades are described below.

Remodeling and Upgrades

In addition to your obligation to maintain the School, you must also undertake all periodic and ongoing remodeling, renovation and upgrading as we require in the Manual or otherwise in writing. For example, you must make, from time to time, the upgrades and other changes to the Computer System and related equipment as we may request in writing. We have the right to require any equipment upgrades we deem necessary for your School. Other than as stated in this paragraph there are no other limitations on our ability to require you to remodel and upgrade the School or the equipment.

Manual

Attached as **Exhibit D** to the Disclosure Document is the table of contents for the Manual as of the date of this Disclosure Document. The Manual currently includes approximately 4,820 pages.

Training

Your Key Person and one (1) Owner must complete our initial training program to our satisfaction. The Initial Training Fee covers the costs for your Key Person and one (1) Owner to attend initial training. We may permit additional individuals to attend initial training, at our option, but may charge a fee for those additional attendees to attend initial training.

The following table identifies the topics covered in the initial training:

TRAINING PROGRAM

Subject	Hours of Classroom/ eLearning/ Remote Learning	Hours of On-the-Job Training	Location
MindChamps Way	40	0	Online
Specialization Programme: Core (English)	46	0	Online
Specialization Programme: Enrichment (English)	28	0	Online
MindChamps Reading and Writing	41	0	Online
MindChamps Onboarding	3	0	Online
TOTAL	158	0	

The Initial Training Fee is \$30,000 for one (1) Owner and one (1) Key Person, payable upon execution of the Franchise Agreement. We charge a training fee of \$10,000 per additional Owner or Key Person. Please see Item 5 for more details.

During the Term of the Franchise Agreement, you will be required to attend the following training events:

<u>Additional Training Events</u>			
Quarterly Community of Practice (4 x annually)	6	0	Online
Annual Global Teachers Development and Training Day (Mar)	8	0	Online
Annual Global Teachers Development and Training Day (Sep)	8	0	Online
School-based Teachers Development and Training Day	8	0	Online
TOTAL	30	0	

Initial training is offered 4 times per year and is held online. The additional training events described in this Disclosure Document are offered at least 4 times per year and are also held online. Please refer to the fees for Educator Training & Development Day in Item 6 for more details of the fees payable by you. Every educator must attend the Additional Training Events.

Your Owner and Key Person must attend the initial training no later than 12 months after signing

the Franchise Agreement. Any replacement Owner or Key Person must complete training to our satisfaction. Your Owner and Key Person must attend our additional training events and may be required to pay the fees. Please refer to Items 6 and 7 for more details.

Our training programs are overseen by our Vice-Dean of Training and Engagement Paulene Smith (13 years as a trainer with MPL). She is supported by King Yong, Director, Champion Mindset Academy (9 years as a trainer with MPL). Collectively, the team holds 15 – 20 years of professional experience in the space of preschool education, leadership, curriculum design and pedagogy. The training materials include our Manual and other written materials that will be provided. You are solely responsible for all travel, meals, lodging, and payroll expenses associated with sending attendees to our training programs.

Convention and Additional Programs

You, your Owners, officers or employees we designate must attend a biannual business leaders conference (“**Annual Business Leaders Conference**”) and such other conferences, educator training and development day, franchisee meetings, or other seminars, workshops, or events (the “**Additional Programs**”) we designate. We may require you to pay a registration fee to attend the Additional Programs. Our current fee per attendee per conference is \$500. You will also be responsible for your and your additional attendees’ costs and expenses to attend these conventions, conferences and programs, including transportation, meals and lodging. The Annual Business Leaders Conference and Additional Programs will be hosted at a location we designate.

ITEM 12 TERRITORY

Designated Area

You must operate the School in the assigned Designated Area as agreed in the Franchise Agreement.

You may not relocate your School within the Designated Area without our approval. Any such relocation, if approved by us, will be at your cost and expense and you must pay our fees and expenses to review your request to relocate the School. For a relocation, you will incur similar development costs and expenses to those you incur developing your original School.

There is no minimum size for a Designated Area. We and/or our Affiliates will or will engage the services of third-party service providers to, analyze the relevant area and establish the size of the Designated Area for your Franchise. Factors may include but are not limited to, population demographics, population growth forecast, estimated number of households, number of schools in the area, marital status, age of children, workplace population, family data and household ownership. Additional factors to determine the Designated Area may include major and restricting topographical features that define contiguous areas such as rivers, mountains, major roads, and undeveloped land areas, the density of residential and business entities, trading patterns and traffic flows and other factors that we deem relevant in our sole discretion.

During the 6-months period from the date of the Franchise Agreement, if we or any of our franchisees desires to operate a School within the Designated Area, we will give you a notice in writing of such desire and of your right of first refusal to operate a School within the Designated Area. Upon receiving the notice, you must reply in writing to us within 14 days of the date of the notice to accept the offer along with the full payment of the then current initial franchise fee. After 14 days, if we have not received any response in writing from you, we have the right to operate or permit any of our franchisees to operate a MindChamps® International PreSchool within the

Designated Area.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

There are no geographical restrictions on soliciting or accepting customers, including advertising/marketing on the internet, however, all marketing, advertising and promotional activities undertaken by you must comply with guidelines and directions we specify and must be approved by us in writing.

Your right to operate within the Designated Area is not conditioned upon any sales quotas or the opening of additional Schools. However, we can modify the Designated Area if you are in breach of the Franchise Agreement.

Reserved Rights

Other than the 6-months right of first refusal described above, we and our affiliates have the right to conduct any business activities, under any name, in any geographic area, and at any location, regardless of the proximity to or effect on your School. For example, without limitation:

- a) We and our affiliates have the right to operate, or license any other party to operate, a School anywhere, including the Designated Area;
- b) We or our affiliates may establish, or license any other party to establish, other franchises or company-owned outlets selling or offering services similar to those provided in a School under a trademark or service mark different than the Marks anywhere, including in the Designated Area;
- c) We or our affiliates may, or may license any other party to, advertise, promote, market, or sell goods or services identified by the Marks that are similar to those provided in a School anywhere, including in the Designated Area via any other channels of distribution, including, without limitation, the Internet, other electronic networks, retail or wholesale channels, telemarketing, or catalogs.

You will not have any marketing or advertising protection or exclusivity in the Designated Area and other franchisees may market or advertise in the Designated Area. We and our affiliates are not required to compensate you for soliciting, selling products or services to, or enrolling individuals who reside inside of your Designated Area.

Except as described in Item 1, we do not operate or franchise, or currently plan to operate or franchise, any business under a different trademark that sells or will sell goods or services similar to those that our franchisees sell. However, our affiliates, including the Affiliated Programs described in Item 1 may operate and/or franchise businesses that sell similar goods or services to those that our franchisees sell. Item 1 describes our current Affiliated Programs that offer franchises, their principal business addresses, the goods and services they sell, whether their businesses are franchised and/or company-owned, and their trademarks. Currently, the Affiliated Programs are not direct competitors because they are not offered in the U.S. The Affiliated Programs operate and/or offer services and programs that are substantially similar to the School. Neither we nor our Affiliates currently plan to offer the Affiliated Programs here in the U.S. Because the Affiliated Programs are not currently offered in the U.S. and we do not offer or sell any other programs or services, we do not expect any conflicts between us and franchisees and between the franchisees of MindChamps and Affiliated Programs regarding territory, customers, and franchisor support.

ITEM 13 TRADEMARKS

The following Marks are owned by MHPL and are registered on the Principal Register of the United States Patent and Trademark Office ("USPTO"):

	Registration Number	Registration Date
	3733123	January 5, 2010
MINDCHAMPS	4024355	September 13, 2011

MHPL has granted a license to MPL to use and sublicense the Marks. We and MPL are parties to a license agreement that grants us the right to use the Marks and to sublicense the use of the Marks to you during the term of the Franchise Agreement.

MPL has licensed to us the right to use the Marks and the System, and to sublicense the use of the Marks and the System to operate Schools under a trademark and system license agreement (the "**Trademark License Agreement**") effective as of July 25, 2022, as amended by an addendum effective as of March 30, 2023 and an addendum effective as of September 29, 2023. The term of the Trademark License Agreement is until January 1, 2041 subject to renewal options. The parties may terminate the Trademark License Agreement by mutual written agreement at any time. MPL may terminate the Trademark License Agreement by written notice to us if we breach the Trademark License Agreement in any material aspect any of our material obligations under the Trademark License Agreement. If the Trademark License Agreement is terminated, any then-existing Franchise Agreements will continue for the duration of their terms provided that the franchisees comply with all other terms of their Franchise Agreements. The Trademark License Agreement contains no other material limitations.

You cannot use the Marks as part of a corporate, limited liability company, or partnership name or with modifying words, designs or symbols without our approval. You may not use the Marks in connection with the sale of any unauthorized products or services or in any manner not authorized by us. You must operate the School only as "MindChamps"® or "MindChamps International PreSchool"™ and you may not use any other name in connection with the operation of the School.

All required renewals and affidavits of use have been filed for these Marks (if required to be filed as of the date of this Disclosure Document).

There are no currently effective determinations of the USPTO, the Trademark Trial and Appeal Board, or any state trademark administrator or court, nor any pending infringement, opposition or cancellation proceedings involving the Marks. There are no pending material federal or state court litigation regarding our use or ownership rights in the Marks. We do not know of any superior rights or infringing uses that could materially affect your use of the Marks.

You shall promptly notify us of any and all circumstances coming to your attention which may constitute an infringement of the Marks or passing off or unfair competition by any unauthorized person and shall take such reasonable action as we may direct provided that any expenses reasonably incurred by you in connection with such action shall be borne by us.

You shall under no circumstances settle or compromise any claim or action against third parties

unless our prior written approval has been obtained. You shall also not take any action against third parties on your own accord for infringing the Marks unless specifically authorized by us to do so.

You shall immediately inform us of any threat, action, proceedings, claim or demand taken up or made by third parties in respect of the Marks and you shall not make any admissions with regard to such threat, action, proceedings, claim or demand.

Any damages or monies recovered from third parties in any action or proceedings regarding the Marks shall belong to us.

We reserve the right to substitute different proprietary marks for use in identifying the System and the businesses operating under it, at our sole discretion. We will have no obligation or liability to you to bear the costs of conforming to our new Marks as a result of this substitution. We also have the right at any time to modify, discontinue, add to, or substitute the Marks that you are licensed to use under the Franchise Agreement.

ITEM 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents and Copyrights. MPL's subsidiary, MindChamps Music Pte Limited has a registered patent in the United States (United States of America Patent Application No. 11790800) for a Combined Music Literacy Matrix Manipulative System ("**MLMMS**") and Integrated Multiple Musical Instrument Learning System ("**IMMILS**"). The patent relates broadly to a kit for facilitating music learning.

We claim copyright protection in our Manual and related materials, although neither we nor our affiliates have registered those copyrights with the United States Copyright Office.

Neither the United States Copyright Office nor any court has made any currently effective determinations regarding any of our copyrighted materials. We have no agreements in effect that significantly limit our right to use or license the use of our copyrighted materials. Finally, we know of no infringing uses that could materially affect your use of our copyrighted materials in any state. We have no obligation to protect or defend our copyrights or confidential information, although we intend to do so when in the best interest of our System.

Proprietary Information. We may disclose to you information, data, specifications, drawings, reports, accounts, training content, the Manual or other documents or things supplied or made available by us pursuant to the franchise agreement (the "**Confidential Information**"). We consider the Confidential Information our and our affiliate's property. You may use the Confidential Information only in the operation of your School as provided in the Franchise Agreement. Your right to use those materials continues as long as the Franchise Agreement remains in effect.

During the term of the Franchise Agreement and after its expiration or termination, you must keep secret and confidential and shall not disclose to any third parties the Confidential Information without our prior written approval.

You must take or cause to be taken such reasonable precautions as may be necessary to maintain secrecy and confidentiality and to prevent disclosure of any Confidential Information, including obtaining confidentiality agreements from your employees, agents and sub-contractors as may be required by us in a form specified by us from time to time. You must at your own expense take such steps as we may reasonably direct in order to enforce or restrain any breach of such confidentiality agreement.

Such Confidential Information may be disclosed by you if and only if you are required to do so in compliance with the law, an order of court, or the rules or regulations of any relevant regulatory or governing body with jurisdiction over you, provided that you give us reasonable notice prior to the impending disclosure, and shall only disclose such Confidential Information to such extent as is necessary for such compliance, and subject in each case to you using your best efforts to ensure that the recipient of the Confidential Information keeps such information confidential and does not use it except for the purpose for which the disclosure is made.

ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Throughout the term of the Franchise Agreement, at least one Owner or one Key Person must devote their full time, energy and effort to the management and supervision of the School to comply with your obligations under the Franchise Agreement. The School must be at all times under the supervision of a designated On-Site School Director/Principal who must be qualified and trained. Any change or replacement of the Key Person must be subject to our approval and once approved, the Key Person must undergo training at your cost.

You will disclose to the School's employees including the Key Person and School Director/Principal only the information needed to fulfil their duties, and you will advise them that any confidential information is our trade secret. You must, subject to applicable law, require all school employees to sign employment contracts containing confidentiality clause(s) in a form that is satisfactory to us.

The Owners will be personally named as guarantors in the Franchise Agreement and must personally guarantee the Franchisee's obligations under the Franchise Agreement and be bound to the non-infringement, confidentiality and non-compete provisions in the Franchise Agreement. We do not require Owners' spouses to sign any agreements unless they too are an Owner.

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may use your School only to provide preschool and childcare services and activities in accordance with the System, and to sell merchandise that is approved by us in advance. You may offer in the School to customers only the courses and programs primarily taught in the English language used or developed by us or our affiliates for preschoolers ("**Programs**") that we have approved in writing. You must offer all Programs that we design for our School. You may sell Programs only in the forms that we have approved in accordance with our standards, including by implementing, at your expense, any new curriculum, programs, or systems that we require.

You are not restricted in the customers to whom you may sell products or services from your School, however, you may only provide services that are approved by us and that cater to preschoolers. You may advertise, promote, or market your School anywhere, including outside of your Designated Area, in accordance with the Franchise Agreement.

ITEM 17 RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

FRANCHISE AGREEMENT

This table lists certain important provisions of the Franchise Agreement. You should read

these provisions in the form of the Franchise Agreement attached as Exhibit B to this Disclosure Document.

Provision	Section in Agreement	Summary
A. Length of the franchise term	Section 2(A) and Table 3 of Schedule A	10 years from the Operation Commencement Date, which is the issuance date of the child care license issued, as applicable, by the relevant government body to the School.
B. Renewal or extension of the term	Section 4(A) Table 5 of Schedule A	If you have complied with the franchise agreement, pay a renewal fee and meet other conditions, you may obtain a further term of 10 years.
C. Requirements for you to receive a Successor Term	Section 4(A)(1)(7)	<p>The conditions are:</p> <ol style="list-style-type: none"> (1) you have given notice in writing to us not less than 18 months prior to the expiry of the Initial Term requesting a renewal and, at least 9 months prior to the expiration of the Initial Term, the parties shall enter into a new franchise agreement in relation to your operation of the Business during the Renewal Term. The renewal agreement will be in the form of the then-current franchise agreement, but may not contain additional renewal terms or options (for a subsequent term) and may contain commercial and other provisions that materially differ from those contained in this Agreement; (2) you must have duly observed and performed all your obligations under this Agreement to our satisfaction and not be in default of any provisions whatsoever at the date of the request for renewal and in the period up to the date of expiry of the Initial Term; (3) all monies outstanding and due and payable to us have been paid by you; (4) you agree to comply with our then current System, including all relevant franchise fees (5) you agree to undertake and complete any reasonable upgrade to the School or equipment used in the School in accordance with our then-applicable renewal standard prior to the commencement of the Renewal Term; and (6) you have paid the renewal fee to us.
D. Termination by you	Section 28(A)	You have the option to terminate with cause upon the occurrence of certain events.
E. Termination by us without cause	N/A	N/A
F. Termination by us with	Section 28(B)	We may terminate the franchise agreement

cause		immediately upon the occurrence of certain events.
G. "Cause" defined – curable defaults	Section 28(B)	<p>The curable defaults are:</p> <ol style="list-style-type: none"> (1) you have breached any one or more of the terms or conditions of the franchise agreement and where such breach is capable of remedy, have failed to do so within 14 days of you being informed by us of such breach. (2) you are in default of payment of any monies due under the franchise agreement and have failed to make good the default within 14 days of a written demand by us requiring you to do so.
H. "Cause" defined – non-curable defaults	Section 28(B)	<p>The non-curable defaults are:</p> <ol style="list-style-type: none"> (1) the Franchisee has breached the same obligation three (3) times or more in a period of twelve (12) months, regardless of whether earlier breaches have been remedied; (2) any account, record or statement required to be maintained or rendered by the Franchisee under this Agreement is found to be untrue or misleading in any material respect unless it is through no fault of the Franchisee; (3) the Franchisee ceases or threatens to cease to carry on Business except for the bona fide purpose of amalgamation, merger or reconstruction; (4) any change occurs in the management, ownership or control of the Franchisee without the Franchisor's prior written approval; (5) the Franchisee or any partner, officer or employee of the Franchisee has (i) been charged with, convicted of, or plead no contest to a felony or a crime involving fraud or moral turpitude or any other crime that the Franchisor (x) deems likely to have an adverse effect on the good name, business, goodwill, image or reputation of the Franchisor, its affiliates, the Business, the System, or the Trade Marks, whether on a local, regional, or national scale, or (y) deems relevant to the operation of the Business; or (ii) engaged in fraudulent, deceptive, unethical or other conduct that the Franchisor (xx) deems likely to have an adverse effect on the good name, business, goodwill, image, or reputation of the Franchisor, its affiliates, the Business, the System, or the Trade Marks, whether on a local, regional, or national scale, or (yy) deems relevant to the

		<p>operation of the Business; or (iii) continued to employ any person whom the Franchisee knows or has reason to know has been involved in any of the actions or events described in (i) and (ii). If the Owner that breaches this Section 28 is a trustee of the trust that owns an interests in the Franchisee (a “Trustee”), the Franchisor shall provide the Franchisee with written notice of such default and such default may be cured by removing and replacing such Trustee with a new Trustee (subject to the approval of the Franchisor in its sole and absolute discretion) within 15 days of the Franchisee’s receipt of such default notice;</p> <p>(6) the Franchisee or any partner, officer or employee of the Franchisee gives to the Franchisor any false or misleading information or makes any misrepresentation in connection with the obtaining of this franchise or at any time during the Term in connection with the Business;</p> <p>(7) the Franchisee compounds with its creditors or has a receiver appointed in respect of the whole or any part of its assets;</p> <p>(8) a writ of distress or execution or other process of any court is levied or issued against any of the property of the Franchisee and is not withdrawn within three (3) months;</p> <p>(9) the Key Person (including any substitute appointed in accordance with this Agreement) of the Franchisee dies or becomes incapable of managing or operating the Business for a continuous period of two (2) months;</p> <p>(10) the Franchisee offers preferential commission structure or other benefits-in-kind with similar effects to any licensed education advisor or other similar sales staff or sales agents operating under any corporation or business entity related to the Franchisor</p> <p>(11) the Franchisee has breached any terms or conditions as set out in Section 11.2;</p> <p>(12) the Franchisee has breached any terms or conditions as set out in Section 11.3;</p> <p>(13) the Franchisee denies the Franchisor or its authorized representative from carrying out the activities as set out in Section 11.9;</p> <p>(14) the Franchisee operates the Business in a</p>
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		<p>way that endangers the health or safety of any person;</p> <p>(15) the Franchisee no longer holds the permits, approvals and licenses required in the relevant Territory that the Franchisee must hold to carry on the Business;</p> <p>(16) the Franchisee abandons the Business or the franchise relationship;</p> <p>(17) the Franchisor and the Franchisee do not agree upon a substitute site within 90 days after the Lease expires or is terminated or the Accepted Location is rendered unusable, in connection with Section 11.1(J)</p>
I. Your obligations on termination/non-renewal	Section 29(A)	Obligations include giving us the right to purchase the business and assets of the School, ceasing to carry on the Business or any other businesses involving preschoolers at the School, ceasing to use our Intellectual Property, returning the Manual and all other information and documents belonging to us, destroying all Course Materials and Education Resources and Furnishing and settle all outstanding accounts and obligations.
J. Assignment of contract by us	Section 26(E)	We have the discretion at any time to transfer our obligations under the franchise agreement to a related corporation.
K. "Transfer" by you – definition	Section 26(B)	"Transfer", "assign" and/or similar expressions mean any transaction where an interest, whether legal or beneficial, in the Franchisee, in the School, or in any part of the Franchise Agreement may be sold, granted, conveyed, leased, assigned, exchanged, transferred, disposed of, encumbered, pledged, charged, mortgaged, hypothecated, given, devised, bequeathed or otherwise dealt with, voluntarily or involuntarily, directly or indirectly, by operation of law or otherwise, and includes the creation of or an assignment by a fixed, specific or floating charge whereby the interest of the Franchisee is mortgaged or pledged as security for, or otherwise secured against in respect of any indebtedness or other obligation.
L. Our approval of the transfer by you	Section 29(A)	Our prior written approval is required if you wish to assign, transfer, pledge, delegate, sub-contract or sub-license your rights and obligations under the franchise agreement.
M. Conditions for our approval of transfer	Section 26(C)	You are not permitted to exercise a Control Transfer until one year after starting operations and subject to the transfer conditions.

		<p>You may only assign the rights and obligations under the franchise agreement after 1 year from the Operation Commencement Date and subject to the following conditions:</p> <ol style="list-style-type: none"> (1) you shall notify us and give full details of the proposed assignment (2) we have the right of first refusal (but not the obligation) to buy back the franchise from you at terms no less favorable to us than the terms offered by you to the potential assignee (3) in the event that we decide not to buy back the franchise rights from you, you shall arrange for a meeting between us and the potential assignee for us to assess the suitability of the potential assignee (4) you must pay to us, at the time the proposed assignment is completed, all reasonable costs incurred by us or reasonably anticipated to be incurred by us for the evaluation of the proposed assignee, supervision, administrative costs, overhead, attorneys' fees, accounting and other costs and expenses of us incurred in connection with the transfer (collectively the "Transfer Costs"). You shall be required to reimburse us promptly on demand for all Transfer Costs in the event the proposed assignment is not completed for any reason whatsoever (5) the assignee must pay to us, at the time the proposed assignment is completed, a non-refundable initial franchise fee equal to the then current initial franchise fee charged to existing franchisees (6) any assignment shall only be effective after we have approved of the assignment in writing (7) the assignee shall, at its own cost, undergo a training program conducted by us in connection with the operation of the Business and such other related matters as may be determined by us.
N. Our right of first refusal to acquire your business	Section 26(C)(2)	We have the right of first refusal (but not the obligation) to buy back the Franchise from you at terms no less favorable to us than the terms offered by you to the potential assignee.
O. Our option to purchase/lease your business	Section 29(A)	We have the right but not the obligation to purchase the business and assets of the School after the franchise agreement terminates or expires.
P. Your death or disability	Sections 11(B)	We have the right to terminate the franchise

	and 28(B)(11)	agreement if the Key Person dies or becomes incapable of managing or operating the Business for a continuous period of 2 months.
Q. Non-competition covenants during the term of the franchise	Section 24	You will not without the prior written approval of the Franchisor engage, directly or indirectly, in any capacity in any business venture or undertaking that may be in competition with (i) the Business or (ii) any other business under any brand name operated by the Franchisor or any of its franchisees/licensees, associates and/or related companies, including but not limited to education, performing arts, music, early intervention services, enrichment services.
R. Non-competition covenants after the franchise is terminated or expires	Section 24(A) - (C)	You will not without the prior written approval of the Franchisor engage, directly or indirectly, in any capacity in any business venture or undertaking that may be in competition with (i) the Business or (ii) any other business under any brand name operated by the Franchisor or any of its franchisees/licensees, associates and/or related companies, including but not limited to education, performing arts, music, early intervention services, enrichment services for a period of 2 years.
S. Modification of the Franchise Agreement	Section 41(C)	We may modify the Franchise Agreement to assist in achieving the purpose of the franchise agreement.
T. Integration/merger clause	Section 40(A)	Only the written terms of the Franchise Agreement and exhibits bind the parties (subject to applicable state law). Any representations or promises outside of this Disclosure Document and Franchise Agreement may not be enforceable.
U. Dispute resolution by arbitration or mediation	Section 30(A) - (E)	The parties must arbitrate any controversy or claim, except that either party may file for preliminary injunctive relief, a restraining order, or an order of specific performance, including, without limitation, injunctive relief pertaining to the use of the System and Marks.
V. Choice of forum	Section 30(D)	Any litigation or arbitration must take place in Dover, Delaware or our-then current principal place of business, subject to applicable state law.
W. Choice of law	Section 39	Delaware law applies, subject to applicable state law.

ITEM 18 PUBLIC FIGURES

We do not use any public figures to promote our franchise.

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC’s Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the Disclosure Statement. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Mr. Ben Ang (Email: benang@mindchamps.org; Telephone number: +1-786 401 0880; address: 8 The Green, STE A, Dover, DE 19901, US), the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
System-wide School Summary
For Years 2022 to 2024

School Type	Year	Schools at the Start of the Year	Schools at the End of the Year	Net Change
Franchised	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Company-Owned	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Total Schools	2022	0	0	0
	2023	0	0	0
	2024	0	0	0

Table No. 2
Transfers of Schools from Franchisees to New Owners (other than us or our affiliates)
For Years 2022 to 2024

State	Year	Number of Transfers
All States	2022	0
	2023	0
	2024	0

Totals	2022	0
	2023	0
	2024	0

**Table No. 3
Status of Franchised Schools
For Years 2022 to 2024**

State	Year	Schools at Start of Year	Schools Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Schools at End of Year
All States	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Totals	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0

**Table No. 4
Status of Company-Owned Schools
For Years 2022 to 2024**

State	Year	Schools at Start of Year	Schools Opened	Schools Reacquired from Franchisee	Schools Closed	Schools Sold to Franchisee	Schools at End of Year
All States	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
Total	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0

**Table No. 5
Projected Openings as of December 31, 2024**

State	Franchise Agreements Signed But School Not Opened	Projected New Franchised Schools In The Next Fiscal Year	Projected New Company-Owned Schools In The Next Fiscal Year
Florida	2	2	0
Texas	0	1	0
California	0	1	0
New York	0	1	0
TOTAL	2	5	0

Our fiscal year ends on December 31st of each year.

Lists of Current and Former Franchisees

Please see Exhibit E for a list of our current franchisees. As of the date of this Disclosure Document, we do not have any former franchisees.

If you buy a School, we may disclose your contact information to other buyers when you leave the MindChamps system.

Purchase of Previously-Owned Franchise

If you are purchasing a previously owned franchised outlet, we will provide you additional information on the previously owned franchised outlet in an addendum to this Disclosure Document.

Confidentiality Clauses

As of the date of this Disclosure Document, we do not have any franchisees. In some instances in the future, current and former franchisees may sign provisions restricting their ability to speak only about their experience with MindChamps. You may wish to speak with current and former franchisees, as applicable but be aware that not all such franchisees will be able to communicate with you.

Trademark-Specific Franchisee Organizations

There is no active franchisee organization associated with the System.

ITEM 21 FINANCIAL STATEMENTS

Exhibit C to this Disclosure Document contains our audited financial statements as of December 31, 2024 and 2023, and for the years ended December 31, 2024 and 2023, and for the period from July 21, 2022 (inception) through December 31, 2022. We have not been in business for three or more years, and therefore cannot provide all of the financial statements otherwise required to be disclosed in this Item. In addition, we have included unaudited financial statements for the period beginning January 1, 2025 through April 9, 2025. Our fiscal year end is December 31st.

ITEM 22 CONTRACTS EXHIBITS

- A. State Specific Addenda to Franchise Disclosure Document
- B. Franchise Agreement (including form of SBA Addendum and other exhibits to Franchise Agreement)
- C. Financial Statements
- D. Operations Manual Table of Contents
- E. List of Franchisees
- F. List of State Administrators and Agents for Service of Process

ITEM 23 RECEIPTS

The last two pages of this Disclosure Document are identical pages acknowledging receipt of this entire document (including its exhibits). Please sign and return one copy to us and retain the other copy for your records.

**Exhibit A
to
Franchise Disclosure Document**

STATE SPECIFIC ADDENDA

(attached)

State Specific Addendum to Franchise Disclosure Document (California)

In recognition of the requirements of the California Franchise Investment Law, California Corporations Code §§ 31000 through 31516, and the California Franchise Relations Act, California Business and Professions Code §§ 20000 through 20043, the Disclosure Document in connection with the offer and sale of franchises for use in the State of California is amended to including the following:

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

1. California Business and Professions Code §§ 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.
2. The Franchise Agreement contains provisions requiring application of the laws of Georgia. These provisions may not be enforceable under California law.
3. The Franchise Agreement contains a covenant not to compete that extends beyond the termination of the franchise. This provision may not be enforceable under California law.
4. Neither we nor any person in Item 2 of the Disclosure Document is subject to any currently-effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a *et seq.*, suspending or expelling us or that person from membership in these associations or exchanges.
5. Section 31125 of the California Corporations Code requires us to give you a Disclosure Document in a form and containing all information as the Commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise. The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 *et seq.*).
6. The California Franchise Investment Law requires that we deliver a copy of all proposed agreements related to the sale of the franchise, together with the Disclosure Document.
7. Regarding our website, www.mindchamps.org, please note the following:

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

State Specific Addendum to Franchise Disclosure Document
(Hawaii)

THESE FRANCHISES HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE FDD, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS FDD CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Registered agent in the state authorized to receive service of process: Commissioner of Securities, Department of Commerce and Consumer Affairs, Business Registration Division, Securities Compliance Branch, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

State Specific Addendum to Franchise Disclosure Document
(Illinois)

This Addendum modifies and supersedes the Disclosure Document with respect to franchises offered or sold to either a resident of the State of Illinois or a non-resident who will be operating a franchise in the State of Illinois as follows:

1. Illinois law governs the Franchise Agreement(s).
2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.
3. Your rights upon Termination and Non-Renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.
4. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.
5. We have no obligation to resolve any conflicts that arise between MindChamps® franchisees or between franchisees of our affiliated.
6. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

State Specific Addendum to Franchise Disclosure Document
(Indiana)

The following addendum modifies and supersedes the Franchise Disclosure Document with respect to franchises offered or sold to either a resident of the State of Indiana or a non- resident who will be operating a franchise in the State of Indiana as follows:

1. Item 3 is amended by adding the following:

“We are not involved in any pending arbitration and have not, during the ten-year period immediately preceding the date of this Disclosure Document, been a party to any arbitration proceeding.”

2. Item 17 is modified by adding to the end of such Item the following:

“The Indiana Deceptive Franchise Practices Law (Indiana Code 23-2-2.7 et seq.) in general governs the relationship between the franchisor and the franchisee by forbidding certain provisions in the franchise agreement and related documents and by preventing the franchisor from engaging in certain acts and practices which could be considered coercive or oppressive to the franchisee. If any of the provisions of the Franchise Agreement conflict with this law, this law will control.”

“Indiana franchise laws will govern the Franchise Agreement and any and all other related documents.”

The provisions of this Addendum only apply if the jurisdictional requirements of the Indiana Franchise Law or the Indiana Deceptive Franchise Practices Law, as applicable, are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

State Specific Addendum to Franchise Disclosure Document
(Maryland)

This Addendum modifies and supersedes the Disclosure Document with respect to franchises offered or sold to either a resident of the State of Maryland or a non-resident who will be operating a franchise in the State of Maryland as follows:

1. Item 17, under the subheading "Termination by us with cause," is modified by the addition of the following language:

"Our right to terminate the Franchise Agreement for the reasons stated in this paragraph may not be enforceable under the U.S. Bankruptcy Code (11 U.S.C. §101, et seq.)."

2. Item 17, under the subheading "Dispute resolution by arbitration or mediation," is modified by the addition of the following language:

"Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of a franchise."

3. Item 17, under the subheading "Choice of forum," is modified by the addition of *the following language*:

"You may bring a lawsuit in Maryland for any claims arising under the Maryland Franchise Registration and Disclosure Law."

4. Pursuant to COMAR 02.02.08.16L, any general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

5. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

State Specific Addendum to Franchise Disclosure Document
(Minnesota)

This Addendum to the Franchise Disclosure Document modifies and supersedes the Disclosure Document with respect to franchises offered or sold to either a resident of the state of Minnesota or a non-resident who will be operating a franchise in the state of Minnesota as follows:

1. Item 17 which designates jurisdiction or venue in a forum outside the State of Minnesota is deleted. Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibits us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition nothing in the Disclosure Document or the Franchise Agreement can abrogate or reduce (i) any of your rights as provided for in Minnesota Statutes, Chapter 80C, or (ii) your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

2. Item 17 of the Franchise Disclosure Document titled, "Conditions for our approval of Transfer" is hereby modified by the addition of the following to the end of the paragraph therein:

"The general release shall exclude only such claims as the Franchisee or its owner(s) may have under the Minnesota Franchises Law, Minn. Stat. 80C.1-80C.22, and the Rules and Regulations promulgated thereunder by the Commissioner of Commerce."

3. The Franchise Disclosure Document is hereby modified by the addition of the following statement:

"According to Minnesota law, you cannot waive any rights under the Minnesota Franchises Law. As provided in Minn. Rules 2860.4400J, you cannot consent to our obtaining injunctive relief. We may seek injunctive relief.

Any limitations of claims must comply with Minnesota Statutes, Section 80C.17, Subd. 5."

4. The Franchise Disclosure Document is hereby modified by the addition of the following statement:

"With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld."

5. The Franchise Disclosure Document is hereby modified by the addition of the following statement:

"The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand

regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g)."

The provisions of this Addendum only apply if the jurisdictional requirements of the Minnesota Franchises Law and the rules promulgated thereunder are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

State Specific Addendum to Franchise Disclosure Document
(New York)

In recognition of the requirements of the General Business Law of the State of New York, Article 33, §§ 680 through 695, the Disclosure Document for use in the State of New York is amended as follows:

1. The following information is added to the cover page of the Disclosure Document:

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3 of the Disclosure Document:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

- A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.
- B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.
- C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.
- D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating

to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee":

You may terminate the Franchise Agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of State of New York.

6. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

State Specific Addendum to Franchise Disclosure Document
(North Dakota)

The Securities Commissioner of North Dakota has held the following to be unfair, unjust or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

- A. Restrictive Covenants: Franchise Disclosure Documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.
- B. Situs of Arbitration Proceedings: Franchise Agreements providing that the parties must agree to the arbitration of the disputes at a location that is remote from the site of the franchisees' business.
- C. Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.
- D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.
- E. Applicable Laws: Franchise Agreements which specify that they are to be governed by the laws of a state other than North Dakota.
- F. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.
- G. Waiver of Exemplary & Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.
- H. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the Franchise Agreement.
- I. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.
- J. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

State Specific Addendum to Franchise Disclosure Document
(Rhode Island)

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, the Disclosure Document for use in the State of Rhode Island is amended as follows by adding the following language at the end of Item 17:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

State Specific Addendum to Franchise Disclosure Document
(Virginia)

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for use in the Commonwealth of Virginia is amended as follows:

Additional Disclosure. The following statements are added to Item 17.h.

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

State Specific Addendum to Franchise Disclosure Document
(Washington)

1. This Addendum amends the Franchise Agreement and all related agreements.
2. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.
3. RCW 19.100.180 may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.
4. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Franchise Agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
5. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
7. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Franchise Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.
8. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the Franchise Agreement or elsewhere are void and unenforceable in Washington.
9. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

EXECUTED for and on behalf of **MINDCHAMPS**)
INTERNATIONAL PRESCHOOL FRANCHISING)
INC. by its authorized officer in the presence of:)

.....
Authorized Officer Signature

.....
Print Name of Authorized Officer

.....
Position of Authorized Officer

.....
Date of Signature

EXECUTED for and on behalf of **[xx] (Co. Reg**)
No.: xx) as Franchisee)
)

.....
*Director/*Secretary Signature

.....
Print Name of *Director/*Secretary
*Please mark which capacity signing

.....
Date of Signature

Exhibit B
to
Franchise Disclosure Document

FRANCHISE AGREEMENT

Exhibit B-1

State Required Addenda to Franchise Agreement

ILLINOIS ADDENDUM TO FRANCHISE AGREEMENT

This Addendum to the Franchise Agreement is agreed to this ____ day of _____, 20____, between MindChamps International PreSchool Franchising Inc. and _____
_____ to amend and revise the said Franchise Agreement as follows:

1. Illinois law governs the Franchise Agreement.
2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.
3. Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
4. In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.
5. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
6. Clause 40(A) of the Franchise Agreement is amended by inserting the following at the end of Clause 40(A): “ Notwithstanding the foregoing, nothing in this or any related agreement is intended to disclaim the representations made in the franchise disclosure document”.

Exhibit B-2

State Required Addenda to Franchise Agreement

MARYLAND ADDENDUM TO FRANCHISE AGREEMENT

This Addendum to the Franchise Agreement is agreed to this ____ day of _____, 20____, between MindChamps International PreSchool Franchising Inc. and _____
_____ to amend and revise the said Franchise Agreement as follows:

1. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
2. Notwithstanding Section 30, the Franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. The Franchisee agrees and acknowledges that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
3. Pursuant to COMAR 02.02.08.16L, any general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Exhibit C
to
Franchise Disclosure Document

Financial Statements

Exhibit D
to
Franchise Disclosure Document

Operations Manual Table of Contents

The MindChamps Story

(Approximately 20 pages)

Message from Founder CEO
Our Philosophy, Corporate DNA
Mission, Vision, Values
Our World Advisory, Research and Education Teams

Operations & Business Services

(Approximately 700 pages)

Scope and Purpose
Governance and Compliance Management
Legal Obligations
Site Identification and pre-opening set up
Renovation and Set-Up Requirements
Quality Environment Resources and Furnishings
Licensing
Insurance and Coverage
Parents Handbook and Communications
Nutrition and meals preparation
Human Resource – Recruitment, Management and Development
The MindChamps Way Culture and Pedagogy
Programme Philosophy and Overview
Information Technology, Data Management and Security
Security, Safety, Hygiene and Health
Standard Operating Procedures (SOPs) and Policies
Finance policies, analysis and procedures
Book keeping, accounting and reporting polices
IT and CRM
Appendices – templates and forms

ChampionGold Standard and Quality Assurance

(Approximately 200 pages)

Philosophy and Blueprint Document
Quality Assurance (QA) guide and checklists
The MindChamps Curriculum Leadership

Curriculum and Programming

(Approximately 3800 pages)

Infant Care Programme
MindChamps Enquiry Approach to Teaching and Learning
Term based curriculum materials and resources
Fun With Language
Gourmet Moments
Champion Mindset Theatre
MindSport
Neuromooves

MindChamps Reading and Writing
Chinese Enquiry Teaching and Learning
MindChamps Music
MindChamps E learning books

Marketing and publicity

(Approximately 100 pages)

Public Relations and video content
Marketing
Overview
Our Brand
Our Presence Online
Social Media Guidelines
Marketing Plan
National Activities
Local Area Marketing
Digital Marketing
Franchise Marketing Guidelines
Advertising Guidelines
Marketing Assets and Resources
Communication Guidelines with Families
Marketing policy
Marketing collateral
Welcome day campaigns
Direct marketing activities
Video library content for publicity and training
Parenting workshops

Exhibit E
to
Franchise Disclosure Document

**LIST OF CURRENT FRANCHISEES
AS OF DECEMBER 31, 2024**

None.

**FRANCHISE AGREEMENTS SIGNED BUT OUTLET NOT OPENED
AS OF DECEMBER 31, 2024**

FRANCHISEE	LOCATION	PHONE
Jyoti Kulhari Choudhary, Sudhir Kumar Choudhary, Avani Choudhary & Karan Choudhary	Pembroke Pines, FL	1-954-559-3494
Muhammad S Saeed	Daytona Beach, FL	1-706-248-3443

**LIST OF FORMER FRANCHISEES
AS OF DECEMBER 31, 2024**

None.

**TRANSFERS
AS OF DECEMBER 31, 2024**

None.

Exhibit F
to
Franchise Disclosure Document

List of State Administrators and Agents for Service of Process

STATE	STATE ADMINISTRATOR/AGENT	ADDRESS
California	Commissioner of Financial Protection and Innovation California Department of Financial Protection and Innovation	320 West 4 th Street, Suite 750 Los Angeles, CA 90013-2344 1-866-275-2677
Hawaii (State Administrator)	Commissioner of Securities Dept. of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch	335 Merchant Street Room 203 Honolulu, HI 96813
Illinois	Illinois Attorney General	500 South Second Street Springfield, IL 62706
Indiana (State Administrator)	Indiana Securities Commissioner Securities Division	302 West Washington Street, Room E111 Indianapolis, IN 46204
Indiana (Agent)	Indiana Secretary of State	302 West Washington Street, Room E018 Indianapolis, IN 46204
Maryland (State Administrator)	Office of the Attorney General Division of Securities	200 St. Paul Place Baltimore, MD 21202-2020
Maryland (Agent)	Maryland Securities Commissioner	200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Department of Attorney General Consumer Protection Division	G. Mennen Williams Building, 1 st Floor 525 West Ottawa Street Lansing, MI 48933
Minnesota	Commissioner of Commerce Minnesota Department of Commerce	85 7 th Place East, Suite 280 St. Paul, MN 55101-2198
New York (State Administrator)	NYS Department of Law Investor Protection Bureau	28 Liberty Street, 21st Floor New York, NY 10005 212-416-8236
New York (Agent)	New York Secretary of State	One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231-0001
North Dakota	Securities Commissioner North Dakota Securities Department	600 East Boulevard Avenue State Capitol, Fifth Floor Bismarck, ND 58505-0510
Rhode Island	Director, Department of Business Regulation, Securities Division	1511 Pontiac Avenue John O. Pastore Complex – Building 69-1 Cranston, RI 02920
South Dakota	Department of Labor and Regulation Division of Insurance - Securities Regulation	124 S. Euclid, Suite 104 Pierre, SD 57501-3185
Virginia (State Administrator)	State Corporation Commission Division of Securities and Retail Franchising	1300 East Main Street, 9 th Floor Richmond, VA 23219 804-371-9051
Virginia (Agent)	Clerk of the State Corporation Commission	1300 East Main Street, 1st Floor Richmond, VA 23219-3630
Washington	Department of Financial Institutions Securities Division	150 Israel Road SW Tumwater, WA 98501 360-902-8760
Wisconsin	Commissioner of Securities	Department of Financial Institutions Division of Securities 201 W. Washington Ave., Suite 300 Madison, WI 53703

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

STATE	EFFECTIVE DATE
California	January 7, 2025
Hawaii	
Illinois	September 16, 2024
Indiana	August 30, 2024
Maryland	May 8, 2025
Michigan	September 10, 2024
Minnesota	February 24, 2025
New York	November 12, 2024
North Dakota	November 22, 2024
Rhode Island	September 10, 2024
South Dakota	September 11, 2024
Virginia	October 31, 2024
Washington	Pending
Wisconsin	August 28, 2024

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If MindChamps International PreSchool Franchising Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Iowa requires that we provide you with this Disclosure Document at the earlier of the first personal meeting or 14 calendar days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale. New York requires that we provide you with this Disclosure Document at the earlier of the first personal meeting or ten business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale. Michigan requires that we provide you with this Disclosure Document ten business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale.

If MindChamps International PreSchool Franchising Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (as listed in Exhibit F to this Disclosure Document).

The name, principal business address, and telephone number of each franchise seller offering the franchise:

Issuance Date: _____

Our registered agents authorized to receive service of process are set forth on Exhibit F.

I received a disclosure document dated April 9, 2025 that included the following Exhibits:

EXHIBITS

- A. State Specific Addenda to Franchise Disclosure Document
- B. Franchise Agreement
- C. Financial Statements
- D. Operations Manual Table of Contents
- E. List of Franchisees
- F. List of State Administrators and Agents for Service of Process

.....
Signature on behalf of the prospective franchisee

.....
Signature on behalf of the prospective franchisee

.....
Print name

.....
Print name

.....
Date

.....
Date

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If MindChamps International PreSchool Franchising Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Iowa requires that we provide you with this Disclosure Document at the earlier of the first personal meeting or 14 calendar days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale. New York requires that we provide you with this Disclosure Document at the earlier of the first personal meeting or ten business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale. Michigan requires that we provide you with this Disclosure Document ten business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale.

If MindChamps International PreSchool Franchising Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (as listed in Exhibit F to this Disclosure Document).

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.....
Signature on behalf of the prospective franchisee

.....
Signature on behalf of the prospective franchisee

.....
Print name

.....
Print name

.....
Date

.....
Date