

FRANCHISE DISCLOSURE DOCUMENT



Send Me a Trainer Franchising LLC,
a Delaware Limited Liability Company
2125 Biscayne Boulevard, Suite 204 #7724
Miami, Florida 33137
Phone: (888) 286-9819
E-mail: info@sendmeaprofranchise.com
<https://sendmeaprofranchise.com/>

The franchise offered in this Franchise Disclosure Document is the right to operate either a Send Me a Pro area representative business or Send Me a Trainer area representative business under which you will develop the geographic area we grant you by soliciting franchisees to own and operate a Send Me a Pro Business (as defined below) or a Send Me a Trainer Business (as defined below) within the Area Representative Territory (as defined below).

The total investment necessary to begin operation of a Send Me a Pro area representative business is between \$89,498 and \$342,398. This includes between \$69,998 and \$299,998 that must be paid to the franchisor or its affiliate(s). If you acquire a Send Me a Pro area representative business, you may also (but are not required to) acquire and operate a Send Me a Pro Business (referred to below as a Pilot Business) that we offer under a separate disclosure document.

This disclosure document summarized 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 government agency has verified this 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 Muhssin El-Yacoubi at 2125 Biscayne Boulevard, Suite 204 #7724, info@sendmeaprofranchise.com and (888) 286-9819.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "*A Consumer's Guide to Buying a Franchise*," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 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 30, 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:

<u>QUESTION</u>	<u>WHERE TO FIND INFORMATION</u>
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 D.
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 Send Me a Pro AR 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 Send Me a Pro franchisee?	Item 20 or Exhibit D lists current and former franchisees. You can contact them to ask about their experiences
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit 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 mediation, arbitration and/or litigation only in Florida. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Florida than in your own state.

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

**NOTICE REQUIRED
BY STATE OF
MICHIGAN**

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

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

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

(i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

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

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

The fact there is a notice of this offering 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 the Department of Attorney General, State of Michigan, 670 Williams Building, Lansing, Michigan 48913, telephone (517) 373-7117.

THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.

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

To simplify the language in this Franchise Disclosure Document, “Send Me a Pro” “we,” “us,” and “our” means Send Me a Trainer Franchising LLC, doing business as Send Me a Pro, the franchisor. “You,” “your,” and “Franchisee” means the person who buys the franchise from Send Me a Pro and its owners, if the Franchisee is a business entity.

Franchisor, Parent, and Affiliates

Send Me a Trainer Franchising LLC is a Delaware Limited Liability Company formed on July 24, 2019. We operate under the name Send Me a Pro and Send Me a Trainer and no other names. Our principal business address is 2125 Biscayne Boulevard, Suite 204 #7724, Miami, Florida 33137. We offer franchises (“Send Me a Pro Franchise(s)” or “Franchise(s)”) for Send Me a Pro Businesses and have done so since our inception in July 2019. We do not operate any business of the type being franchised or in any other line of business, and we do not offer franchises in any other line of business. We offer franchises which provides access to home services providers, such as home cleaners, lawn care providers, handypersons, fitness providers, tutors, petcare providers, and more, within a defined trade area.

We have one Affiliate, Bounce Fitness LLC, a Virginia limited liability company with an address of P.O.Box 11041, McLean, Virginia 22102. Our Affiliate has owned and operated one business with various fitness and sports services that includes the type being franchised since May 2007 under the Bounce Fitness branding. Our Affiliate also owns the proprietary marks and intellectual property described herein which it has licensed to us so that we may sub-license them to our franchisees. Bounce Fitness LLC also owns the software you are required to use in the operation of your Franchise. Our Affiliate plans to continue to operate its current business lines and offer franchises and license agreements for its current business lines that may also include youth centers for children domestically and internationally. Bounce Fitness LLC does not offer any other franchises in any other line of business.

We do not have any predecessors or parent companies.

Our agent for service of process in Delaware is Legalinc Corporate Services Inc., 2035 Sunset Lake Road, Suite B-2, Newark, Delaware 19702. Our agents for service of process for other states are identified by state in Exhibit D. If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

Send Me a Pro Franchises

We grant franchises for businesses operating under the Send Me a Pro name and other trademarks (collectively, the “Marks”). (For reference purposes in this Disclosure Document, we call the unit franchised businesses in our system “Send Me a Pro Franchised Businesses.”) Send Me a Pro Franchised Businesses are offered under a separate disclosure document. Send Me a Pro Franchised Businesses provides access to home services providers, such as home cleaners, lawn

care providers, handypersons, fitness providers, tutors, petcare providers, and more, within a defined trade area (the “Approved Products and Services”) (the “Business”).

The Services are performed utilizing the Franchise System (as defined below) and products and services using the designs and/or Marks developed by us (the “Proprietary Products”). These Services are provided by Send Me a Pro franchisees operating Send Me a Pro Franchised Businesses, which use our business formats, methods, procedures, signs, designs, layouts, standards, specifications and Marks (the “Franchise System”), all of which we may improve, further develop or otherwise modify. As part of the Franchise System, we will provide training on how to market to and solicit clients in your specific geographic territory.

We allow certain franchisees to represent us as area representatives (“Area Representatives”) within defined geographic areas. (See Item 12) (For reference purposes in this Disclosure Document, and although you are entitled to operate a Send Me a Pro AR Business or a Send Me a Trainer AR Business, we call the area representative businesses in our system “Send Me a Pro AR Businesses.” We refer to the Send Me a Pro AR Business that you will operate the “AR Business.”) As an Area Representative, you will open and solicit franchisees to open Send Me a Pro Franchised Businesses in the Franchised Territory (defined below), help franchisees develop and open their Send Me a Pro Franchised Businesses, train them, and then help them during the terms of their Franchise Agreements (signed directly with us and not you). In return, we pay you a portion of certain fees we receive from these franchisees. (See Item 11) You must follow our Area Representative standards and guidelines and sign our Area Representative Agreement. Our guidelines include your obligation to deliver a disclosure document to prospective franchisees on our behalf when required by law. We prepare at our own cost the disclosure documents you must use. You may not operate as an Area Representative in a franchise registration state until we have effectively registered in that state. You may operate a franchised Send Me a Pro Franchised Business in your area, but are not required to. (We refer to the Send Me a Pro Franchised Business that you will operate as the “Franchised Business.”) You must operate your Franchised Business according to our business formats, methods, procedures, designs, layouts, standards, and specifications. You must sign our unit franchise agreement (the “Franchise Agreement”), which is included in a separate disclosure document for Send Me a Pro Franchised Businesses. While you are operating the AR Business under an Area Representative Agreement with us we will waive your obligation to pay certain fees payable to us under the Franchise Agreement.

Your AR Business will be located in a specific geographic territory (the “Franchised Territory”) and will offer services to the general public throughout the year and compete with other businesses that provide access to home services providers, such as home cleaners, lawn care providers, handypersons, fitness providers, tutors, pet care providers, and much more within a defined trade area. The market for your type of services generally is developed and competitive. Despite this competition, we believe that Send Me a Pro AR Businesses appeal to consumers because of our service quality.

We began offering franchises for Send Me a Pro Franchised Businesses (formerly marketed solely as Send Me a Trainer) in July 2019. We have offered franchises for Send Me a Pro AR Businesses since December 2023.

We do not operate any Send Me a Pro Franchised Businesses or Send Me a Pro AR Businesses, although we may do so in the future. We have no other business activities and have

not offered franchises in other lines of business other than those described above. We have no other affiliates who offer franchises in any line of business or who provide products or services to our franchisees.

There are no regulations that apply specifically to the industry in which Send Me a Pro AR Businesses operate. However, Area Representatives must comply with laws regulating the offer and sale of franchises under U.S. federal and applicable state franchise laws, and as an Area Representative and Send Me a Pro Franchised Business franchise owner, you must comply with laws that apply generally to all businesses. You should investigate these laws.

Market Competition

The primary market for the products and services offered by Send Me a Pro Businesses is the general public. The majority of the products and services offered by Send Me a Pro Businesses are not seasonal. The home services industry, as a whole, is well-developed and in some markets, can be competitive. You may have to compete with numerous other independent and chain-affiliated businesses, some of which may be franchised. Many business franchise systems, in particular, may have already established national and international brand recognition. These include industry and educational developments, such as pricing policies of competitors, consumer tastes, and supply and demand.

Industry Regulations

Also, you must comply with all laws, rules and regulations governing the operation of the Send Me a Pro Business and obtain all permits and licenses necessary to operate the Send Me a Pro Business. Many states and local jurisdictions have enacted laws, rules, regulations and ordinances which may apply to the operation of your Send Me a Pro Business, including those that: (a) set bonding requirements or specialized permits; (b) regulate matters affecting the health, safety and welfare of your customers, such as general health and sanitation requirements, restrictions on smoking and exposure to tobacco smoke or other carcinogens, availability of and requirements for public accommodations, including restroom facilities and public access; and (c) set standards pertaining to employee health and safety; (d) set standards and requirements for general emergency preparedness (e) regulate how contactors or subcontractors may be paid, be required to work at specific times and other agreements between you and a contractor or subcontractor.

You should consult with a legal advisor about whether these and/or other requirements apply to your Send Me a Pro Business. Failure to comply with laws and regulations is a material breach of the Franchise Agreement.

ITEM 2 **BUSINESS EXPERIENCE**

Bary El-Yacoubi: Chief Executive Officer

Bary El-Yacoubi has served as our Chief Executive Officer since our inception in July 2019 and has held a similar position with our Affiliate Bounce Fitness LLC in McLean, Virginia since May 2007. Bary El-Yacoubi is the brother of our Chief Financial Officer, Muhssin El-Yacoubi.

Muhssin El-Yacoubi: Chief Financial Officer

Muhssin El-Yacoubi has served as our Chief Financial Officer since our inception in July 2019 and has held a similar position with our Affiliate Bounce Fitness LLC in McLean, Virginia since May 2007. Muhssin El-Yacoubi is the brother of our Chief Executive Officer, Bary El-Yacoubi.

ITEM 3
LITIGATION

On October 29, 2021, we entered into a Consent Order with the California Department of Financial Protection and Innovation (DFPI) regarding our applications for franchise registration dated October 8, 2019 and April 19, 2021. Our applications included financial statements issued by Brenda Roxie Samaniego and Samaniego CPA, P.C. On February 29, 2020, Samaniego P.C.'s license expired. On February 28, 2021, Roxie Samaniego's license expired. The Texas State Board of Public Accountancy subsequently revoked the licenses of both Brenda Roxie Samaniego and Samaniego P.C. on March 11, 2021. The DFPI concluded that the inclusion of the audit reports from Brenda Roxie Samaniego and Samaniego CPA, P.C. in our October 8, 2019 and April 19, 2021 applications was a violation of the California Franchise Investment Law (CFIL). The DFPI also concluded that the offer and sale of franchises using an FDD that included these audit reports was a violation of the CFIL.

Under the Consent Order, we agreed to comply with the CFIL and to pay an administrative fine of \$15,000. We also agreed to offer two franchisees in California cancellation of their franchise agreements and a refund of their initial franchise fees. We also agreed to cease the offer and sale of franchises in California until receiving the state's approval of an amendment to our FDD and registration containing new audited financial statements. The new audited financial statements are in Exhibit B to this disclosure document.

Other than the above order, 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

You must pay us an area representative fee (the "Area Representative Fee") in a lump sum when you sign the Area Representative Agreement. This fee is not refundable in whole or in part, and is deemed fully earned upon receipt. Our standard Area Representative Fee starts at \$69,998 and can go up to \$299,998 or higher, depending on the size of the Area Representative territory. During our 2024 fiscal year, Area Representatives that signed Area Representative Agreements during the year paid uniform Area Representative Fees of \$0, which was our then-current Area Representative Fee.

ITEM 6
OTHER FEES

Type of Fee⁽¹⁾	Amount	Due Date	Remarks
Unit Franchisee Initial Franchise Fee Royalties	20% of initial franchise fees actually paid by franchisees that are in the Territory	As incurred	
Ongoing Royalties	40% of Ongoing Royalty fees actually paid by franchisees that are in the Territory	As incurred	Minimum Ongoing Royalties of 2% of royalties from unit franchisee, regardless of amount actually paid by any unit franchisee.
Unit Franchisee Renewal Fee Royalties	40% of renewal fees actually paid by franchisees that are in the Territory	As incurred	
Unit Franchisee Transfer Fee Royalties	40% of transfer fees actually paid by franchisees that are in the Territory	As incurred	
Unit Franchisee Training Fee Royalties	20% of training fees actually paid by franchisees that are in the Territory	As incurred	
Technology Fee	\$199 / month	Due on the 1 st of the month	
E-mail Access Fee	\$12 / month	Due on the 1 st of the month	
Digital Marketing Management Fee	\$300 / month	Due on the 1 st of the month	
Interest	18% or the highest contract rate of interest permitted by law, whichever is less	On demand	Charged on any late payments of fees, amounts due for product purchases, or any other amounts due us or our affiliates.
Insurance	You must reimburse our costs plus a 10% administrative fee	On demand	If you fail to obtain insurance, we may obtain insurance for you and you must reimburse us for the cost of insurance obtained plus 10% of the premium for an administrative cost of obtaining the insurance.
Late Fees	5% of the amount due plus interest	As incurred	Due immediately on any delinquent payments.

Audit Expenses	Cost of audit and inspection, any understated amounts, and any related accounting and legal expenses (we estimate this cost to be between \$1,000 and \$12,000)	On demand	You will be required to pay this if an audit reveals that you understated monthly Gross Sales by two percent (2%) or more.
Transfer Fee	Varies, between \$1,500, \$15,000, and a percentage of Renewal Fee	As incurred	Depends on whether Representative is transferring for convenience, to another Representative, or to an independent third-party.
Legal Costs and Professional Fees	\$3,000 - \$5,000	As incurred	You will be required to reimburse us for any legal or accounting fees that we incur as a result of any breach or termination of your Area Representative Agreement, including Your failure to comply with Your non-competition covenants. You must reimburse us if we are required to incur any expenses in enforcing our rights against you under the Area Representative Agreement.

Notes:

1. All fees paid to us pursuant to this Franchise Disclosure Document are uniform and non-refundable. We can require an alternative payment method and frequency for any fees or amounts owed to us under the Area Representative Agreement.

ITEM 7
YOUR ESTIMATED INITIAL INVESTMENT

Expenditure	Estimated Range		Method of Payment	When Due	To Whom Payment is Made
	Low	High			
Area Representative Franchise Fee ⁽¹⁾⁽²⁾	\$69,998	\$299,998	Lump Sum	When signing Franchise Agreement	Send Me a Pro
Company Registration, Permits & Licenses ³	\$100	\$500	Lump Sums	As required	Authorities
Travel & Living Expense while Training	\$0	\$2,500	As expended	30-60 Days Before Opening	Airline, Hotel, Restaurants
Prepaid Liability Insurance ⁴	\$500	\$2,000	As invoiced	Before Opening	Insurance Carrier
Professional Fees ⁵	\$500	\$4,000	As Required	Before Opening or other terms	Various Suppliers
Office Equipment Costs including mobile phone and computer ⁶	\$1,400	\$3,000	Lump Sum or Terms if needed	Before Opening or other terms agreed upon	Various Suppliers
Startup Marketing Kit ⁷	\$2,000	\$5,000	As Required	Before Opening or other terms agreed upon	Approved Vendors
Phone/Fax Business Phone Number	\$0	\$200	Monthly	At time of Training	Supplier
Other Software Subscription Fee ⁸	\$0	\$200	Lump Sum Monthly	As Required	Approved Vendors
Additional Funds required Before and During Initial Phase of Your business for 3 months. ⁹	\$15,000	\$25,000	As Required	As Required	For Your Use
TOTAL ESTIMATED INITIAL INVESTMENT⁽¹⁴⁾	\$89,498	\$342,398			

Notes:

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Send Me a Pro AR Business for three (3) months. We do not offer direct or indirect financing for these items. The availability and terms of financing from third-parties depend on many factors, including the availability of financing generally, your creditworthiness and collateral, and the lending policies of financial institutions from which you may request a loan. The factors underlying our estimates may vary depending on several variables, and the actual investment you make in developing and opening your Send Me a Pro AR Business may be greater or less than the estimates given depending upon the location of your Send Me a Pro AR Business and current relevant market conditions. We did not include state or local sales taxes in any of the above estimates. Unless otherwise stated, these estimates are subject to increase based on changes in market conditions, our costs of providing services, and future policy changes.

1. All fees paid to us pursuant to this Franchise Disclosure Document are uniform and non-refundable. Fees paid to vendors or other suppliers may be refundable depending on the vendors and suppliers.
2. Area Representative Fee. See Item 5 for more information on the Area Representative Fee.
3. Company Registration, Permits & Licenses: This an estimate to establish your entity and obtain all licenses and permits that may be required to operate your business. The cost of permits and licenses will depend upon the fees charged by your local municipality, county, state and licensing authority.
4. Pre-Paid Insurance. You must obtain and maintain, at your own expense, the insurance coverage we require, and satisfy other insurance-related obligations. Please note that if you have had prior issues or claims from previous operations unrelated to the operation of a Send Me a Pro Business, your rates may be significantly higher than those estimated above.
5. Professional Fees. We strongly recommend that you hire a lawyer, accountant or other professional to advise you on this Franchise offering and to assist you in setting up your Send Me a Pro Business. Rates for professionals can vary significantly based on area and experience.
6. Office Equipment Costs including Mobile Phone and Computer. You will need a laptop computer, mobile phone, printer/scanner and basic furniture to work out of your home office.
7. Startup Marketing Kit and Promotional Materials/Printing. This estimate is for promotional products for use in your Send Me a Pro Business, such as business cards, apparel, banners, labels, pens and other supplies with the Send Me a Pro logo printed on them.
8. Other Software Subscription Fee. Includes other software fees that you may need to run the business such as Quick Books and are paid directly to various suppliers.
9. Additional Funds. These amounts represent our estimate of the amount needed to cover your expenses for the initial three-month start-up phase of your Send Me a Pro Business. They include payroll costs during the first three months of operation, but not any draw or salary for you. These figures do not include standard pre-opening expenses, This also includes grand opening (and other) advertising, which will range depending on the media available in your local market, the rates charged for advertising in the available media, and home show attendance. Royalties, or Brand Fund contributions payable under the Franchise Agreement or debt service and assume that none of your expenses are offset by any sales generated during the start-up phase. For purposes of this disclosure, we estimated the start-up phase to be three months from the date your Send Me a Pro Business opens for business. Our estimate for the additional funds are based on our experience, the experience of our affiliate, and our current requirements for Send Me a Pro Franchises. The factors underlying our estimate for additional funds may vary depending on several variables, the location of your Send Me a Pro Business; current relevant market conditions; how well you follow our methods and procedures; your management skills; your business experience and capabilities; local economic conditions; the local market for our products and services; the prevailing wage rates; competition; and sales levels reached during your initial phase of business operations. Additional funds for the operation of your Send Me a Pro Franchise will be required after the first three months of operation if sales produced by the Send Me a Pro Franchise are not sufficient to produce positive cash flow.

10. It is possible that the actual costs to open and operate your Send Me a Pro AR Business will differ from those set forth above. However, we believe these amounts to be reasonable estimates in opening and operating a Send Me a Pro AR Business for the period noted. Because your actual needs are dependent on how fast you grow your business, you may need additional capital to operate your business beyond the three-month period noted and such capital needs may be significant.

11. Leasehold improvements. Inflation, the effects of tariffs, and supply chain delays may impact your overall costs. As of the date of this Disclosure Document, inflation rates, contractor costs and building supplies are at all-time highs, and the impact of tariffs (if implemented) are unknown.

ITEM 8 **RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

You must operate your Send Me a Pro AR Business according to our System and specifications. Except as described below, however, we do not require you to purchase or lease goods, services, supplies, fixtures, equipment, inventory, or real estate (collectively, "Operating Assets") for your Send Me a Pro AR Business from us or any affiliate, or an Approved Supplier. Unauthorized and prohibited products, equipment, and services; inventory requirements; and designated and approved suppliers of Operating Assets, Proprietary Products and other items.

In the case of Proprietary Products, suppliers will be limited to us, our affiliates, and/or our designated third party suppliers, and you must buy Proprietary Products during the franchise term only from us, our affiliates, and/or our designated third party suppliers at the prices we and they decide to charge. We restrict your sources of Proprietary Products in order to protect our trade secrets, assure quality, assure a reliable supply of products that meet our standards, achieve better terms of purchase and delivery service, control usage of the Marks by third parties, and monitor the manufacture, packaging, processing, and sale of these items. You will acquire an initial supply of Proprietary Products, including business cards and marketing materials from us as partial consideration for your payment of the initial training fee.

In the case of Operating Assets, suppliers could, at our option, be limited to us, our affiliates, and/or other specified exclusive sources, in which case you would have to buy such Operating Assets only from us, our affiliates, and/or the other specified exclusive sources at the prices we or they decide to charge. We have the absolute right to limit the suppliers with whom you may deal. Neither we nor any of our affiliates are currently the only approved suppliers for any of the products that you must use in operating the AR Business. There are currently no suppliers in which any of our officers owns an interest.

You currently must purchase all Proprietary Products (including business cards, marketing materials) from designated suppliers. If you choose to use an advertising and/or telemarketing service to promote your AR Business, you must use our designated supplier(s) for telemarketing and advertising services. There are no other goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate or comparable items for establishing or operating the AR Business that you currently must buy or lease from us (or an affiliate) or designated suppliers. Any purchases from us and our affiliates, whether required or voluntary, generally will be at prices exceeding our costs. To maintain the quality of the goods and services that Send Me a Pro AR Businesses sell and our system's reputation, we may condition your right to buy or lease goods and/or

services (besides those described above that you may obtain only from us, our affiliates, and/or other specified exclusive sources) on their meeting our minimum standards and specifications and/or being acquired from suppliers that we approve. We will issue and modify standards and specifications based on our, Send Me a Pro International's, and our franchise owners' experience in operating Send Me a Pro AR Businesses and Send Me a Pro Franchised Businesses. Our standards and specifications may impose minimum requirements for production, performance, reputation, prices, quality, design, and appearance. Our web-based Manual or other communications will identify our standards and specifications. We will notify you and, where appropriate, the suppliers, of our standards and specifications. There might be situations where you can obtain items from any supplier who can satisfy our requirements and, therefore, would be an approved supplier.

If we institute any type of restrictive sourcing program and you want to use any item or service that we have not yet evaluated or to buy or lease from a supplier that we have not yet approved or designated, you first must send us sufficient information, specifications, and samples so that we can determine whether the item or service complies with System Standards or the supplier meets approved supplier criteria. We may charge you or the supplier a reasonable fee for the evaluation (see Item 6) and will decide within a reasonable time (no more than 30 days). We periodically will establish procedures for your requests and may limit the number of approved items, services, and/or suppliers as we think best.

Supplier approval might depend on product quality, delivery frequency and reliability, service standards, financial capability, customer relations, concentration of purchases with limited suppliers to obtain better prices and service, and/or a supplier's willingness to pay us and/or our system for the right to do business with our system. We and any other affiliate have the right to receive payments or other material consideration from suppliers on account of their actual or prospective dealings with you and other franchise owners and to use all amounts that we and our affiliates receive without restriction (unless we and our affiliates agree otherwise with the supplier) for any purposes we and our affiliates deem appropriate. Supplier approval might be temporary until we evaluate the supplier in more detail. We may inspect a proposed supplier's facilities during and after the approval process to make sure that the supplier meets our standards. If it does not, we may revoke our approval by notifying the supplier and you in writing. We have no obligation to approve any request for a new supplier, product, or service. There are no fees associated with our evaluation and approval or disapproval of proposed suppliers.

Insurance

You must obtain and maintain insurance, at your expense, as we require, in addition to any other insurance required by applicable law, your landlord, or otherwise. We may periodically change the amounts of coverage required under the insurance policies and require different or additional kinds of insurance, to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, or other relevant changes in circumstances, if the changes apply to all Send Me a Pro AR Business. Each insurance policy must name us and entities and persons affiliated with us as additional insureds. On our request, you must provide us with copies of all insurance policies together with proof of payment for insurance. You must send to us current certificates of insurance and copies of all insurance policies on an annual basis. Before you open your Send Me a Pro AR Business, you must furnish us with a certificate of insurance showing compliance with the insurance requirements. Currently, you must have the following insurance at a minimum:

General Liability Insurance	\$1,000,000	Per Occurrence
	\$2,000,000	In the Aggregate
Automobile Insurance	\$1,000,000	Combined Single Limit
Umbrella Liability Coverage	\$1,000,000	Per Occurrence and In the Aggregate
Optional: Comprehensive Crime and Employee Dishonesty Insurance	\$25,000	Per Occurrence
Workers Compensation	Per State Requirements. If not required by the State, then minimum policy limit required.	

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this Franchise Disclosure Document.

Obligation		Section in Area Representative Agreement	Item in Franchise Disclosure Document
a.	Site selection and acquisition/lease	Sections 4.2 and 7.2	Items 5, 7 & 11
b.	Pre-opening purchases/leases	Sections 4.2 and 7.2	Items 7
c.	Site development and other pre-opening requirements	Section 7.2	Items 7 & 11
d.	Initial and ongoing training	Section 5.2	Items 11
e.	Opening	Sections 7.2, 7.3 and 7.6.1	Items 6 & 7
f.	Fees	Section 6	Items 5, 6 & 7
g.	Compliance with standards and policies/Web-Based Operations Manual	Sections 5.4, 5.6, 7.1 and 7.3	Items 11
h.	Trademarks and proprietary information	Section 8.1	Items 13 & 14
i.	Restrictions on products/services offered	Sections 5.6 and 7.3.3	Items 8 & 16
j.	Warranty and customer service requirements	Not Applicable	
k.	Territorial development & sales quotas	Not Applicable	
l.	Ongoing products/service purchases	Sections 7.3.3 and 7.5.4.2	Items 8 & 16
m.	Maintenance, appearance, and remodeling requirements	Section 7.3.6	Items 11
n.	Insurance	Section 7.7	Items 7
o.	Advertising	Sections 5.5, 7.1.3 and 7.6	Items 6 & 11
p.	Indemnification	Section 8.5	Items 6, 13 & 14

q.	Owner's participation/management/staffing	Sections 7.4 and 7.5	Items 11 & 15
r.	Records and reports	Section 7.6	Items 6
s.	Inspections and audits	Sections 6.5 and 7.3.4	Items 6 & 11
t.	Transfer	Sections 6.8 and 9	Items 17
u.	Renewal	Section 4.6.2	Items 17
v.	Post-termination obligations	Section 10.3	Items 17
w.	Non-competition covenants	Sections 8.6 and 10.3	Items 17
x.	Dispute resolution	Section 11	Items 17

ITEM 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease, or any of your obligations.

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

Except as listed below, Send Me a Trainer Franchising LLC is not required to provide you with any assistance.

Pre-Opening Obligations

Before you open your Send Me a Pro AR Business, we (or our designee) will provide the following assistance and services to you:

1. Identify the area within which you may recruit and assist Send Me a Pro Franchised Business franchise owners, determine your Development Schedule (see Item 12), and give you standards and specifications you must follow, including how to comply with applicable laws. (Area Representative Agreement – Section 6.5).

2. As discussed in Item 8, identify the Operating Assets, Proprietary Products, equipment and supplies that you must use to develop and operate the AR Business, the minimum standards and specifications that you must satisfy, and the designated and approved suppliers from whom you must or may buy or lease these items (which may be limited to and/or include us, our affiliates, and/or other specified exclusive sources). (Area Representative Agreement Sections 5 and 6)

3. Provide you access to our Web-based Manual (Area Representative Agreement Section 4.3)

4. Train you (or your managing owner) or your AR Business Manager we approve. (Area Representative Agreement Section 4) We describe this training later in this Item.

Post-Opening Obligations

During the operation of your AR Business, we may:

1. Review the applicants you propose as prospective franchisees of Send Me a Pro Franchised Businesses, initially consider proposed sites, and give you required disclosure documents and other legal documents. (Area Representative Agreement – Section 5)
2. Pay you a portion of certain fees that we actually receive from Send Me a Pro Franchised Businesses within your Franchised Territory. We will pay you a portion of the initial franchise fees and a portion of the Royalties we actually collect from Send Me a Pro Franchised Business franchise owners (including you). We pay these amounts on the 20th day of each month. We will reduce the portion of the initial franchise fees we pay to you (and we also may reduce the portion of the Royalties we pay to you) to cover the costs for third party franchise broker and sales representative services we use to sell Send Me a Pro Franchised Businesses within your Franchised Territory. (Area Representative Agreement – Section 5)
3. Review your Annual Business Plan (Area Representative Agreement – Section 6.7)
4. Give you, at your request (and our option), additional or special guidance, assistance, training and materials. (Area Representative Agreement – Section 6) (See Item 6)
5. Continue to provide you access to our Web-based Manual, which could include audiotapes, videotapes, compact disks, computer software, other electronic media, and/or written materials. The Manual contains mandatory and suggested specifications, standards, operating procedures, and rules (“System Standards”) that we periodically require. We may modify the Manual periodically to reflect changes in System Standards. (Area Representative Agreement – Sections 4.3)
6. Issue and modify System Standards for Send Me a Pro AR Businesses. We periodically may modify System Standards, which may accommodate regional or local variations, and these modifications may require you to invest additional capital in the AR Business and/or incur higher operating costs. (See Item 16) (Area Representative Agreement – Sections 5 and 6)
7. Let you use our confidential information. (Area Representative Agreement – Sections 5 and 6)
8. Let you use our Marks. (Area Representative Agreement – Section 7)
9. Periodically offer refresher training courses. (Area Representative Agreement – Section 6) (See Item 6)

Advertising and Promotion

Brand Fund

You must contribute up to 2% of Gross Revenues each month to our system-wide advertising and promotions fund (“Brand Fund”). All franchises will contribute on an equal basis to the Brand Fund. The Brand Fund will be intended to promote the services of the System. We will administer the Brand Fund and all programs that the Brand Fund finances. We will use the Brand Fund for public

relationships and the development and placement of print, electronic media and web-based advertising. We will not use the Brand Fund to solicit prospective franchisees, but we may use the Brand Fund to develop a website and social media platforms. We may use an outside advertising agency to create and place advertising, and handle public relations. The Brand Fund will advertise locally, regionally and nationally, as we decide in our sole discretion, to promote the System.

We will account for the Brand Fund separately from our other funds each year. The Brand Fund will not be audited, but we will prepare an annual unaudited financial statement of the Brand Fund that will be available on your request about 120 days after the end of the fiscal year. Other than reimbursement for reasonable costs and overhead incurred in activities for the administration or direction of the Brand Fund, which may include prorated salary and benefits of any personnel who manage and administer the Brand Fund, meeting costs and similar expenses, neither we nor any affiliate will receive any payment for providing services or products to the Brand Fund. We may, but are not required to, collect for deposit into the Brand Fund any advertising, marketing or similar allowances paid to us for that purpose by suppliers who deal with your Send Me a Pro AR Business.

Franchisee Advisory Council

We do not currently have a Franchisee Advisory Council.

Local Advertising

Representative shall spend, during each calendar year, at least one thousand five hundred dollars (\$1,500) for each territory that Representative is required to open that year in accordance with the Development Schedule, at Attachment B to this Agreement, and for each territory that the Representative was required to open in previous years but are not yet open (the "Recruitment Budget"). In the event a Fund is established by the Company that provides for joint advertising among its Area Representatives, Representative shall be required to contribute up to one-half (1/2) of Representative's Recruitment Budget to the Fund. If Representative does not meet the Representative Schedule for any year, Send Me a Pro shall have the right, in Send Me a Pro's sole discretion, to direct the Representative to contribute the entire Recruitment Budget for the following year to the joint advertising fund, and the Representative shall comply with the directive.

You must submit to us, for our approval, all media and materials to be used for local advertising, unless the media and/or materials have been approved before or unless we provided the materials to you. All materials containing our proprietary marks must include the designation service mark SM, trademark TM, registered trademark [®], copyright [©], or any other designation we specify. If you do not receive written or oral approval of any materials submitted within 30 days from the date we receive the materials, the materials are disapproved. We may require you to withdraw and/or discontinue the use of any promotional materials or advertising, even if previously approved. We must make this requirement in writing, and you have 5 days after receipt of our notice to withdraw and/or discontinue use of the materials or advertising. Your submission of advertising for our approval does not affect your right to determine the prices at which you sell your services.

You may have as many telephone numbers and telephone directory listing for the franchised business as you choose; however, you acknowledge and agree that we will own all rights and interest in each telephone number (regardless of whether such telephone number pre-existed any Franchise Agreement) and telephone directory listing, email address, domain name, social media platform, and comparable electronic identify that is associated in any manner with your Franchise and/or with any

Mark (“Listing”). You acknowledge and agree that all goodwill arising from or in connection with the use of each Listing will inure to our benefit. Promptly after expiration, termination, repurchase or transfer of the Franchise, you will notify each telephone or Internet Service Provider (“ISP”) with whom you have any Listing and direct them to transfer the Listing to us, or any persons we designate, at your expense; and you agree to execute all documents necessary to complete these transfers.

You must include in any significant display advertisements, and in marketing materials for your Send Me a Pro AR Business, a notice that your Send Me a Pro AR Business is individually owned and operated. Subject to any legal restrictions, you also are required to display or make available in your Send Me a Pro AR Business’s reception area, marketing materials that we may provide to you about the purchase of Send Me a Pro franchises, but you have no responsibility or authority to act for us in franchise sales.

You may not solicit business outside your Territory through the use of a toll-free number, direct mail, website, social media platform, or other advertising method without our prior written approval. You may not establish your own website or social media platforms without approval. Send Me a Pro is not required to spend any amount on advertising in your territory.

System Website

At our option, we may establish one or more websites to advertise, market and promote the System and the franchise opportunity. We currently maintain the website www.sendmeapro.com; however, we are not obligated to continue to maintain that website, and are not barred from (or required to) creating additional or replacement websites. In any website now in existence or hereinafter-created, we may provide you with a listing for your location, or a web page to promote your business, if you provide us with the information that we request to develop your web page. Our system standard will apply to any website advertising. We may provide a secure intranet for our franchisees, but do not currently have one.

Computer System

You are required to purchase a computer system that consists of the following hardware and software: (a) Windows Desktop PC, Laptop with Windows 10 MacBook or Chromebook; a commercial quality laser or inkjet printer; and (b) mobile phone (c) access to QuickBooks online (“Computer System”). We estimate the cost of purchasing the Computer System will be between \$1,400 - \$3,000. The Computer System will manage the daily workflow of the Send Me a Pro Business; coordinate the customer experience; manage accounts payable and receivable; document business accounting according to GAAP; manage labor and other information. You must record all Gross Sales on the Computer System. You must store all data and information in the Computer System that we designate, and report data and information in the manner we specify. The Computer System will generate reports on the Gross Sales of your Send Me a Pro Franchise. You must also maintain a high-speed Internet connection at the Send Me a Pro Business. In addition to offering and accepting Send Me a Pro checks, you must use any credit card vendors and accept all credit cards and debit cards that we determine. The term “credit card vendors” includes, among other things, companies that provide services for electronic payment, such as near field communication vendors (for example, “Apple Pay” and “Google Wallet”).

We are not required to provide you with any ongoing maintenance, repairs, upgrades, updates or support for the Computer. You must arrange for installation, maintenance and support of the

Computer System at your cost (See Franchise Agreement – Section 13.6). There are no limitations in the Franchise Agreement regarding the costs of such required support, maintenance repairs or upgrades relating to the Computer System. We estimate that your annual cost of maintaining, updating or upgrading the Computer System or its components will range from \$0 to \$100. We may revise our specifications for the Computer System periodically. You must upgrade or replace your Computer System at such time as specifications are revised. There is no limitation on the frequency and cost of this obligation.

Independent Access to Information. We have a right and you are required to provide us with independent access to the information that will be generated or stored in your computer systems, which includes, but is not limited to, customer, transaction, and operational information. We have the right to review your business operations, in person, by mail, or electronically, and to inspect your operations and obtain your paper and electronic business records related to the Franchised Business and any other operations taking place through your Franchised Business.

You must have broadband Internet access, which will permit you to use web-based technology, gather information, exchange ideas and transfer data. You may use any independent Internet Service Provider of your choosing that provides broad-band access. You must maintain a functioning email address so that we can communicate with you electronically.

We may upgrade our minimum computer system requirements at any time in order to keep pace with technology. There are no contractual limitations on the frequency or cost of this obligation, but we expect you will need to upgrade at least every five (5) years. If we modify or impose a requirement, we will notify you in our manuals or other written communications, and will give you a reasonable time in which to comply at your expense. We estimate that the cost of upgrading and replacing a computer system is approximately \$2,000 annually.

We may assist you in obtaining the computer system and related services, but we are not obligated to do so. We may, in the future, designate an approved supplier for computer components.

We disclaim all implied warranties to the extent permitted by law. Neither we nor any affiliate is obligated to provide ongoing maintenance, repairs, upgrades or updates to any component of your computer system. You should determine for yourself whether or not any third-party supplier from whom you purchase any component of your computer system is obligated to provide ongoing maintenance, repairs, upgrades or updates to any component of your computer system, and determine the additional cost for the services.

Manuals

After you sign your Franchise Agreement, and prior to initial training, we will give you electronic access to our web-based manual. The manual contains proprietary information, and you must keep this information confidential as described in Item 14.

INITIAL TRAINING PROGRAM

You will receive the following training before you open your Send Me a Pro AR Business:

TRAINING CHART

Subject	Hours of Training	Hours of Live Training	Location
Foundations, Who we are and what makes us awesome!	3.2	1.0	Online or other locations.
Recruiting and Onboarding	2.1	1.5	Online or other locations.
Sales Process	5.1	1.5	Online or other locations.
Effective local marketing and business development systems	5.9	2.0	Online or other locations.
Client Fulfillment	1.2	1.0	Online or other locations.
Software - How the software systems work	1.9	0.0	Online or other locations.
Outsourcing	0.8	0.0	Online or other locations.
FAQs	1.9	0.0	Online or other locations.
Sales Process for Awarding New Franchises	1	1	Online or other locations.
TOTAL	23.1	8.0	

The hours devoted to each subject are estimates only and may vary substantially based on how quickly trainees grasp the material, their prior experience with the subject, and scheduling. Our training program lasts approximately thirty hours and is held virtually, or in a location of our choosing. We will train up to two (2) people including your Operating Principal. Prior to scheduling training, key pre-opening tasks must be completed such as locating and fitting out your Business, hiring staff and any business-related licenses. We typically schedule training four (4) to six (6) times a year, between eight (8) and twelve (12) weeks apart, as needed.

Bary El-Yacoubi and Muhssin El-Yacoubi, our CEO and CFO, currently oversees our training program who brings more than 20 years of combined industry experience. Other instructors will include experienced Send Me a Pro coaches, administrative staff, managers and/or assistant managers.

Trainees are expected to read and have reviewed the Operations Manual prior to attending training. Supplemental training will be provided in a review of the material along with hands-on, observational and visual instruction on our daily procedures and best practices for operating the Business and event center.

If you are an individual, you and your original manager, if any, must attend and complete our initial training program to our satisfaction. If you are a legal entity, your Operating Principal and your original manager, if any, must attend and successfully complete initial training. Training must be completed before 180 days after signing the Franchise Agreement.

We do not currently conduct, but may in the future, regional and/or national conferences. If and when we do, you (or your Operating Principal) must attend a regional or national conference, which shall not occur more than one time per year. At our option, we may charge you a conference fee or a proportionate share of our out-of-pocket costs for each annual conference.

You (or your Operating Principal) and/or any previously-trained manager must attend any refresher or follow-up training that we designate. We will not charge you a fee for this training, however, you may incur out-of-pocket costs in attending same.

Training for replacement managers or employees is required and provided on the same terms as the initial training provided to you, except that there may be a fee. Training for replacement managers will occur at a time we schedule on a space-available basis, and may not be available immediately after the replacement manager (or employee) is hired. You will be responsible for all expenses incurred by you and your employees in connection with attending all training programs, including the cost of transportation, lodging, meals and wages.

Training for transferees of your franchised business is required and provided on the same terms as the initial training provided to you, except that there may be a fee. Training for transferees will occur at a time we schedule on a space-available basis, but must be completed before the transfer takes place.

You must pay travel, lodging, and meal expenses for trainees and any compensation or benefits due trainees during initial training, or during any regional or national conferences, or any additional or refresher training.

Opening Business

For a Send Me a Pro AR Business, the typical length of time between the signing of a Franchise Agreement and the opening of a business is 30 to 60 days. The specific timetable for opening and operating the AR Business depends on the location of your Business (whether it is in a residential or non-residential location); the delivery schedule for equipment and supplies; completing training; and complying with local laws and regulations. You must notify us in writing at least 14 days before the day on which you propose to begin operating the AR Business. You may not open or begin operating the AR Business until: (1) we notify you in writing that the AR Business meets our standards and specifications; (2) you (or your managing owner) or your AR Business Manager complete initial training to our satisfaction; (3) you pay the Area Representative Fee and other amounts then due to us; and (4) you give us certificates or other evidence we require for all insurance policies we may require. Subject to these conditions, you must open and operate the AR Business within 60 days after the Area Representative Agreement's Effective Date.

ITEM 12 **TERRITORY**

You will operate the AR Business within the Franchised Territory we approve. You will not receive an exclusive territory, however, your territory will be protected from other Send Me a Pro AR Business franchise owners, from outlets that we own. You may operate the AR Business only within the approved Franchised Territory. We will not approve relocation unless the new proposed location meets our criteria for site selection described above in Item 11. We will describe the Franchised Territory in the Area Representative Agreement before you sign it. We typically mark the Franchised Territory's boundaries by cities, counties, or state lines. We primarily consider demographics, traffic patterns, competition, your capacity to recruit and provide services in a large area, site availability, economic trends, and the number of Send Me a Pro Franchised Businesses we believe the Franchised Territory can sustain. There is no specific minimum or maximum area we must include in the Franchised Territory, but we estimate that the area will contain a minimum of 500,000 people according to either relevant United States Census figures or our source tools used for territory mapping as of the Effective Date. We always identify the Franchised Territory in a schedule to the Area Representative Agreement before you sign it. You may recruit and provide services only to franchisees located within the Franchised Territory.

Except as provided below in this paragraph, we and our affiliates will not, without your prior written consent, establish and appoint another person as an Area Representative to develop, manage, service and supervise franchisees within the Franchised Territory as long as you are not in default of the Area Representative Agreement or any other agreement with us. The Area Representative Agreement provides you with no marketing exclusivity in the Franchised Territory as to the sale of Send Me a Pro Franchised Businesses. We and our affiliates may operate, or grant a franchise for the operation of, other Send Me a Pro Franchised Businesses within the Franchised Territory. We need not provide compensation to you for soliciting prospective franchisees or customers (or accepting customer orders) for Send Me a Pro Franchised Businesses within the Franchised Territory or outside the Franchised Territory. However, we will compensate you by paying you 80% of the total amount of each initial franchise fee, and 60% of the ongoing royalty, we actually receive from each franchisee that signs a Franchise Agreement after the effective date of your Area Representative Agreement for a Send Me a Pro Franchised Business to be operated within the Franchised Territory, plus 60% of the ongoing royalty we receive from each Send Me a Pro Franchised Business operating within the Franchised Territory before the effective date of your Area Representative Agreement to which we may require you to provide services while you operate the AR Business. We and our affiliates retain all rights with respect to the Marks, the sale of identical, similar or dissimilar products and services, and any other activities we deem appropriate whenever and wherever we desire, including, but not limited to:

1. the right to own, operate and situate Send Me a Pro Franchised Businesses anywhere within and outside of the Franchised Territory, as we or our affiliates consider appropriate and regardless of proximity to an existing Send Me a Pro Franchised Business;
2. the right to grant franchises, licenses, contracts, and/or enter into joint venture agreements for the operation of Send Me a Pro Franchised Businesses anywhere within and outside of the Franchised Territory, as we or our affiliates consider appropriate and regardless of proximity to an existing Send Me a Pro Franchised Business;
3. the right to develop, market, own, operate or participate in any other business under the Marks or any other trademark within and outside of the Franchised Territory;
4. the right to purchase, merge, acquire, be acquired by or affiliate with an existing competitive or non-competitive franchise network, chain or any other business regardless of the location of that network's, chain's or business's facilities, and to operate those businesses and/or facilities as Send Me a Pro Franchised Businesses operating under the Marks or any other trademark following the purchase, merger, acquisition or affiliation, regardless of the location of these facilities, which may be anywhere within the Franchised Territory. (However, if we or our affiliates purchase, merge, acquire, are acquired by, or affiliate with an existing competitive franchise network and one or more of the businesses convert to a Send Me a Pro Franchised Business, then you will have the right to develop, manage, service and supervise those franchised businesses and/or facilities as Send Me a Pro Franchised Businesses in the Franchised Territory to the same extent permitted under the Franchise Agreement for franchisees within the Franchised Territory);
5. the right to use the Marks to sell Proprietary Products and services under the franchise system and the franchised methods through alternative methods of distribution (including the Internet, catalog sales, telemarketing, or other direct marketing) regardless of the

proximity of use or any potential clients to the Franchised Territory or to any Send Me a Pro Franchised Businesses within the Franchised Territory; and

6. the right to operate and to grant others the right to operate Send Me a Pro Franchised Businesses at “Non-Traditional Sites” within and outside the Franchised Territory on any terms and conditions we deem appropriate. “Non-Traditional Sites” are sites that generate customer traffic flow which is independent from the general customer traffic flow of the surrounding area, including military bases, major industrial or office complexes, hotels, hospitals, and school campuses.

You may not begin soliciting new franchisees for Send Me a Pro Franchised Businesses to be located in the Franchised Territory until you have completed initial training. You may not advertise or solicit any franchisee for operation of a Send Me a Pro Franchised business to be located outside the Franchised Territory of your Send Me a Pro AR Business, including through other channels of distribution (such as the Internet, catalog sales, telemarketing, or other direct marketing). You have no options, rights of first refusal, or similar rights to acquire additional Send Me a Pro AR Businesses.

Development Schedule

To maintain your rights within the Franchised Territory, you must satisfy the development schedule we and you negotiate for the Franchised Territory for each year during the Area Representative Agreement's term. This schedule will identify the number of new Send Me a Pro Franchised Businesses you must open, and/or solicit franchisees to open, in the Franchised Territory each year (the “Minimum Goal”) and the total number of Send Me a Pro Franchised Businesses that must be operating in the Franchised Territory at the end of each development period. Factors we consider to establish your schedule are the same factors we consider to determine your Franchised Territory's boundaries (see above). We will insert the applicable numbers in a schedule to the Area Representative Agreement before you sign it.

We will include a Send Me a Pro Franchised Business in the cumulative number of Send Me a Pro Franchised Businesses that must be open and operating only if it actually is operating within the Franchised Territory and substantially complying with its Franchise Agreement. However, a Send Me a Pro Franchised Business which is, with our approval, permanently closed during the last 3 months of a development period after being open and operating will be included in the cumulative number of Send Me a Pro Franchised Businesses that must be open and operating during that particular development period (but not after). We will include any Send Me a Pro Franchised Business you (or your owners), we (or our affiliates), or franchisees own and operate within the Franchised Territory in the cumulative number of Send Me a Pro Franchised Businesses that must be open and operating. If you do not comply with the development schedule, we may (but need not):

- (a) terminate the Area Representative Agreement; or
- (b) reduce the Franchised Territory's size to a lesser area we determine; or
- (c) eliminate your right to solicit, qualify, and provide services to franchisees in the Franchised Territory.

ITEM 13
TRADEMARKS

We grant you the right to operate a business using our System, which is identified by means of certain trade names, service marks, trademarks, logos, emblems and indicia of origin (the “Marks”), as are designated by us in writing for use in connection with the System. We have the right to license the use of the registered trademark to you for the term of the Franchise Agreement, including any extensions or renewals.

The following applications for registrations on the Principal Register of the United States Patent and Trademark Office have been filed:

Trademark	Registration Number	Registration Date	Status
Send Me a Trainer	5438170	April 3 2018	Registered
 (running man icon)	5585672	October 16 2018	Registered
Send Me a Trainer 	6939526	January 03 2023	Registered
SEND ME A PRO	6939525	January 03 2023	Registered
Send Me a Pro 	6942988	January 03 2023	Registered

You must follow our rules when you use the Marks. You cannot, under any circumstances, use any Mark with modifying words, designs or symbols, except for those which we license to you or have expressly approved in writing. You cannot modify a Mark in any way without our express written consent. You may not use any Mark in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by us.

You may not, under any circumstances, use any of the Marks, including “Send Me a Pro,” in any manner, in the name of your corporation, limited liability company, partnership, or other legal entity.

In connection with the establishment of our trademarks, we operate a website for the promotion of the marks and Send Me a Pro Business. This website lists the location, operating hours, and other facts regarding our Business. You may not register any domain name nor operate any website that includes the terms “Send Me a Pro.” You may request the establishment of a web page within the Send Me a Pro website to include additional information specific to your franchised Send Me a Pro Business.

You may not use any electronic media, including the Internet, or any social media, for viewing by the public that contains our registered trademarks without our prior written approval. You may not establish a Facebook®, MySpace®, SnapChat®, or similar page, post through Instagram® or on YouTube®, or utilize other, similar social media, without our prior written approval. You may not establish a Twitter® feed or other social media without our prior, written approval.

The confidentiality provisions of the Franchise Agreement apply to all uses of electronic media.

There are no other license agreements in effect that significantly limit our right to use or license the use of the principal trademarks that are material to the franchise.

Determinations

There is no currently effective determination of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of this state or any court, or any pending interference, opposition or cancellation proceeding, or any pending material litigation involving the above-described Marks which are relevant to your use of these Marks.

No currently effective material determinations or agreements limit our right to use or license the use of the trademarks listed in this section in a manner material to the franchise.

We do not know of any pending material state or federal court litigation regarding our use or ownership rights in the trademarks.

Protection of Rights

You must notify us immediately when you learn about an infringement of or challenge to your use of our trademarks. We will take the action we think is appropriate in these situations, and we have exclusive control over any settlement or proceeding concerning any Mark. You must take actions that, in the opinion of our counsel, may be advisable to protect and maintain our interests in any proceeding or to otherwise protect and maintain our interests in the Marks. While we are not required to defend you against a claim arising from your use of our Marks, we will indemnify and hold you harmless from all of your expenses reasonably incurred in any legal proceeding disputing your authorized use of any Mark in accordance with the Franchise Agreement and the Operations Manual, but only if you notify us of the proceeding in a timely manner and you have complied with our directions with regard to the proceeding. We have the right to control the defense and settlement of any proceeding. We will not reimburse you for your expenses and legal fees for separate, independent legal counsel and for expenses in removing signage or discontinuing your use of any Mark. We will not reimburse you for disputes where we challenge your use of a Mark.

You must promptly notify us in writing of any claim, demand, or suit against you or your principals in connection with your use of the Marks. We have the right to select legal counsel and to control the proceedings. In certain cases, as described in Section 8.5 of the Franchise Agreement, we will indemnify and hold you harmless.

Modification of Trademarks

You must modify or discontinue the use of a trademark if we modify or discontinue it at your own cost. Because your telephone listings and email addresses will be associated with our trademarks,

we will own all rights to the telephone listings, and all goodwill generated from the use of the telephone listings will inure to our benefit.

We may acquire or develop additional trademarks, and may use those trademarks ourselves, make those trademarks available for use by you and other Send Me a Pro franchisees or make those trademarks available for use by other persons or entities. You may not directly or indirectly contest our rights in our trademarks. We may require you to use and display a notice in a form we approve that you are a franchisee under the System using the trademarks under a Franchise Agreement.

You may not directly or indirectly contest our rights to our trademarks, trade secrets or business techniques that are part of our business.

Superior Prior Rights or Infringing Uses

We do not know of any superior rights of infringing uses that could materially affect your use of our principal trademarks.

ITEM 14 **PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION**

Patents

No patents are material to the franchise.

Copyrights

We have not registered any copyrights with the United States Copyright Office (Library of Congress), but various marketing, sales, training, management and other materials that we have created are and will be protected under the U.S. Copyright Act, whether or not we have obtained registrations. You may use these copyrighted materials during the term of the franchise, in a manner consistent with our ownership rights, solely for the purpose of promoting your franchised business.

There are no currently effective determinations of the U.S. Copyright Office (Library of Congress) or any court, nor are there any pending infringement, opposition or cancellation proceedings or material litigation, involving the copyrighted materials that are relevant to their use by our franchisees.

There are no agreements currently in effect that significantly limit our right to use or license the use of our copyrighted materials in any manner material to the franchise. All of the provisions in Item 13 under the heading "Protection of Rights" also apply to copyrights; provided, however, that you must modify or discontinue use of any subject matter covered by a copyright if directed by us.

We do not know of any superior rights in or any infringing uses of our copyrighted materials that could materially affect your use of the copyrighted materials.

Proprietary Information

We have proprietary, copyrighted manuals that include guidelines, standards and policies for the operation of your business, and other proprietary, copyrighted materials. Item 11 and Exhibit E to this Franchise Disclosure Document describe the manuals and the manner in which you may use them.

All proprietary manuals and materials provided to you are for your exclusive use during the term of the franchise, and may not be reproduced, copied, loaned to, used by or shown to any person outside the System without our permission.

Each Operating Principal, manager, supervisory employee, independent contractor, or other person attending initial training must sign an agreement in which he or she agrees to the confidentiality of the System, agrees not to use any information about the system for his or her own benefit, and agrees not to compete in certain respects with your business and other franchisees' businesses. Each of these persons must sign the confidentiality agreement (see Exhibit E to the Franchise Agreement), before you grant him or her access to our manuals or any other confidential information.

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

We strongly believe that the success of your franchised business will depend to a large extent on your personal and continued efforts, supervision and attention. If you are an individual, you must personally operate the franchised business at all times. You and any other manager, if any, must attend and successfully complete initial training.

If you are a legal entity, you must designate a managing shareholder, partner, or member, who must own at least ten percent (10%) of the entity (the "Operating Principal"). If you are a legal entity, at least one Operating Principal or a trained manager – subject to our approval in the event there are insufficient qualifying Operating Principals, must personally operate the franchised business at all times. Your Operating Principal and any other manager, if any, must attend and successfully complete initial training.

Any replacement manager must attend and successfully complete initial training. Each Operating Principal, manager, supervisory employee, independent contractor, or other person attending initial training must sign an agreement in which he or she agrees to the confidentiality of System, agrees not to use any information about the system for his or her own benefit, and agrees not to compete in certain respects with your business and other franchisees' businesses. Each of these persons must sign the confidentiality agreement (see Exhibit D to the Area Representative Agreement), before you grant him or her access to our manuals or any other confidential information.

If you are a legal entity, each shareholder, principal officer, partner, or member must personally guarantee your obligations under the Franchise Agreement and also agree to be personally bound by, and personally liable for breach of, the Franchise Agreement (see Exhibit C to the Franchise Agreement).

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale and sell only services and products that we have approved or authorized. You may not offer for sale or sell services or products that would detract from or be inconsistent with the System. You may use services or products not purchased from us, but those services or products must be of comparable quality and must be approved by us in writing before use to ensure maintenance of proper quality standards. You may not use or permit the use of your premises for any other purpose or activity at any time without first obtaining our written consent.

You must offer for sale all approved services and products; must not deviate from our specifications for the approved services and products without our written consent; and must discontinue offering any items that we disapprove in writing.

We may change the types of services and products that we approve or authorize, if the services and products are compatible with the System. There are no other limits on our right to make these changes.

You are not restricted in the customers to whom you may sell approved services or products or the prices the services are rendered or products are sold. However, all sales must occur at or from your AR Business. You may not solicit business outside your site through the use of a toll-free number, direct mail, Internet website or other advertising method without our prior written approval.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists certain important provisions of the Area Representative Agreement and related agreements. You should read these provisions in the agreements attached to this Franchise Disclosure Document.

THE FRANCHISE RELATIONSHIP

Provision		Section in Area Representative Agreement	Summary
a.	Length of the franchise term	Section 4.6.1	Ten (10) years from the Effective Date of the Area Representative Agreement.
b.	Renewal or extension of the term	Section 4.6.2	If you are in good standing, and have met the conditions set forth in row (c), below, you have the right to renew the Area Representative Agreement for successive ten (10) year terms (or the length of your then-current lease term, whichever is shorter), with payment of any franchise renewal fee that is in effect at the time of renewal. The current renewal fee is equal to five thousand dollars (\$5,000) per Business operating in Representative's Territory.

c.	Requirements for you to renew or extend	Section 4.6.2	Good standing; timely advance notice; pay any then-current renewal fee; sign new Area Representative Agreement that may contain materially different terms and conditions than the Area Representative Agreement in this Disclosure Document; be current in payments; sign release; and modernize Business to meet then-current standards.
d.	Termination by you	Not Applicable	
e.	Termination by us without cause	Not Applicable	
f.	Termination by us with cause	Section 10.2	We can terminate only if you default.
g.	“Cause” defined – curable defaults	Section 10.2.2	You have 30 days to cure noticed curable defaults other than for non-payment of fees. You have five (5) days to cure non-payment of fees.
h.	“Cause” defined – non-curable defaults	Section 10.2.1	Non-curable defaults include misuse of trademarks; breach of non-competition; unauthorized assignment or transfer of any rights of the Franchise Agreement; material misrepresentation; lack of prior consent when required; abandonment; repeated defaults even if cured; threat to public health or safety; bankruptcy; plead guilty or no contest to or conviction of a felony. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. § 1101, <i>et seq.</i>).
i.	Your obligations on expiration, termination or non-renewal	Section 10.3	Obligations include final accounting, complete de-identification, our option to purchase assets, our option to assume your real estate lease (if any), and payment of amounts due. See row (r) below.
j.	Our transfer of Franchise Agreement	Section 9.1	No restriction on our right to assign.
k.	“Transfer” by you – definition	Section 9.2	Includes transfer of contract or assets, or any change of ownership.
l.	Our approval of your transfer	Section 9.3	We have the right to approve all transfers.

m.	Conditions for our approval of transfer	Section 9.3	New franchisee qualifies, payment of all of your outstanding debts to us, cure of any defaults, then-current agreement signed by new franchisee or assumption of existing agreement, transfer fee paid; training completed; and release signed by you and your Related Parties.
n.	Our right of first refusal to acquire your business	Section 9.4	We or our designee can match any offer for your business.
o.	Our option to purchase your business	Section 9.4	We or our designee may, but are not required to, purchase your inventory and equipment at the lesser of the fair market value or depreciated value, if franchise is terminated for any reason.
p.	Your death or disability	Section 9.5	Heirs or beneficiaries must demonstrate within 90 days ability to operate franchise. Otherwise, franchise must be assigned by estate to approved buyer within six (6) months.
q.	Non-competition covenants during the term of the franchise	Section 8.6.1	No competing business during the Term.
r.	Non-competition covenants after the franchise expires, is terminated, or is not renewed	Sections 8.6.2 and 10.3	No competing business for two (2) years: (i) at the Approved Location, (ii) within 25 miles of the Approved location, or (iii) within 25 miles of another Send Me a Pro Business (including after assignment).
s.	Modification of the Franchise Agreement	Section 11.4	No modification, generally, unless on consent of both parties, but web-based Operations Manual subject to change.
t.	Integration/merger clause	Section 11.6	Only the terms of the Franchise Agreement are binding (subject to this Disclosure Document and applicable state law). Any other promises may not be enforceable.
u.	Dispute resolution by arbitration or mediation	Sections 11.7 and 11.8	Except for certain claims, claims must first be mediated prior to arbitration or litigation. All disputes must be litigated in Florida. The arbitration will occur with each respective party paying their own costs.
v.	Choice of forum	Section 11.2.2	Arbitration in Miami, Florida, or, if litigated, the Eleventh Judicial Circuit Court in and for Miami-Dade County, Florida or United States District Court for the Southern District of Florida.

w.	Choice of law	Section 11.2.1	Florida law applies.
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ITEM 18
PUBLIC FIGURES

We do not use any public figures to promote any Send Me a Pro AR Business.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised Business. 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 Business, however, we may provide you with the actual records of that Business. 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 Muhssin El-Yacoubi, 2125 Biscayne Boulevard, Suite 204 #7724, Miami, Florida 33137, (888) 286-9819, and the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
BUSINESS AND FRANCHISEE INFORMATION

All year-end numbers appearing in the tables below are as of December 31 in each year. These tables are for Area Representatives operating under franchise agreements with us.

Table 1
Systemwide Outlet Summary for Years 2022 to 2024

Business Type	Year	Outlets at Start of Year	Outlets at End of Year	Net Change
Franchised	2022	0	0	0
	2023	0	0	0
	2024	0	8	+8
Company-Owned	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Total	2022	0	0	0
	2023	0	0	0
	2024	0	8	+8

Table 2
Transfers of Outlets From Franchisees to New Owners
(Other than Franchisor or an Affiliate) for Years 2022 to 2024

State	Year	Number of Transfers
Total	2022	0
	2023	0
	2024	0

Table 3
Status of Franchised Outlets for Years 2022 to 2024

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations	Outlets at End of Year
Arizona	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
New Hampshire	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
New Jersey	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Pennsylvania	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
Texas	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
Total	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	8	0	0	0	0	8

Table 4
Status of Company-Owned Outlets For Years 2022 to 2024

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Re-Acquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Restaurants at End of Year
Total	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0

Table 5
Projected Openings as of December 31, 2024

State	Franchise Agreements Signed But Business Not Opened as of December 31, 2024	Projected New Franchised Businesses as of December 31, 2024 (in 2025)	Projected New Company-Owned Businesses as of December 31, 2024 (in 2025)
Total	0	0	0

Attached as Exhibit D to this disclosure document is a list of the names, addresses and telephone numbers of our current franchised businesses. Also attached as Exhibit D to this disclosure document is a list of the names and city, state and last known business telephone number, of every franchisee who had an outlet terminated, canceled, not renewed or who otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the previous fiscal year, or who has not communicated with us within 10 weeks of the issuance date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Please note that Exhibit D is current as of the issuance date of this Disclosure Document, while the tables above reflect the status of our outlets at the end of our prior fiscal year. Any discrepancies between Exhibit D and the Item 20 tables are due to events that have occurred in the intervening period.

During the last 3 fiscal years, no current or former franchisees have signed confidentiality clauses with us that would restrict them from speaking openly with you about their experience with us.

There are no trademark-specific franchisee organizations associated with our franchise system.

ITEM 21
FINANCIAL STATEMENTS

Exhibit C to this Franchise Disclosure Document includes our audited financial statements, as of December 31, 2022, December 31, 2023, and December 31, 2024. Our fiscal year ends on December 31.

ITEM 22
CONTRACTS

The following agreements/documents are exhibits:

- (a) Area Representative Agreement – Exhibit A; and
- (b) Send Me a Pro Business Franchise Agreement – Exhibit B.

ITEM 23
RECEIPTS

Exhibit H to this Franchise Disclosure Document includes detachable documents acknowledging your receipt of this disclosure document. Please sign one (1) copy of the receipt and return it to us. The duplicate receipt is for your records.

**EXHIBIT A TO SEND ME A TRAINER FRANCHISING LLC.
FRANCHISE DISCLOSURE DOCUMENT**



SEND ME A PRO AREA REPRESENTATIVE AGREEMENT

Area Representative: _____

Date: _____

Area Representative Territory: _____

SEND ME A PRO AREA REPRESENTATIVE AGREEMENT

1. PARTIES

THIS AREA REPRESENTATIVE AGREEMENT (the “Agreement”) is made and entered into on this _____ day of _____, 20__ (the “Effective Date”), by and between Send Me a Trainer Franchising LLC, a Delaware limited liability company, with its principal place of business at 2125 Biscayne Boulevard, Suite 204 #7724, Miami, Florida 33137 (“Send Me a Pro”, “Franchisor”, “we”, “us”, or “our”), and _____, located at _____ (collectively, “You” or “Representative”).

2. RECITALS

1.1 Ownership of the System

Send Me a Pro has the right to license You certain intellectual property rights, trade names, service marks, trademarks, logos, emblems, and indicia of origin (the “Proprietary Marks”), including, but not limited to, the Send Me a Pro trademarks, the words “Send Me a Pro.” Send Me a Pro has spent a considerable amount of time, effort, and money to construct, and continues to develop, use, and control business methods, technical knowledge, marketing concepts, trade secrets, purchasing arrangements, commercial ideas, advertising materials, marketing strategies, information on sources of supply, administrative procedures, business forms, distinctive signs, trade dress, architectural designs and uniforms, and employee training techniques that, taken together, make up a proprietary system for the operation of a Send Me a Trainer territory (the “System”).

1.2 Objectives of Parties

Representative wishes to have the opportunity to assist Send Me a Pro with the sale of Send Me a Pro franchises in a defined Territory, and the opportunity to train Franchisees in a defined Territory. Send Me a Pro is willing to allow Representative to assist in the sale of franchises and assist in the training and support of Franchisees in a defined Territory, and is willing to allow Representative to assist in the Representation of a defined Territory.

NOW, THEREFORE, the parties agree as follows:

2. GRANT OF AREA REPRESENTATIVE RIGHTS

2.1 Granting Clause

Subject to the terms and conditions of this Agreement, Send Me a Pro hereby grants to Representative the right to solicit, screen, and qualify individuals for the operation of a specific number of franchises within an area (the “Territory”) defined by Attachment A to this Agreement, for the operation of a Send Me a Pro AR Business or Send Me a Trainer Business, as defined in Exhibit A to this Agreement (hereinafter, the “Business” or “Area Representative Business”).¹

¹ Per Exhibit A to this Agreement, you are entitled to operate a Send Me a Pro AR Business or Send Me a Trainer Business. Notwithstanding that you must choose one of these

Further, Representative shall have the right and obligation to train and assist Franchisees operating within the Territory. Nothing in this Agreement, however, shall be construed to grant to Representative the rights of subfranchisor, and Representative shall not be permitted to directly enter into any Franchise Agreement as a Send Me a Pro franchisor or Send Me a Pro subfranchisor.

2.2 Pilot Business

As part of the Area Representative rights in the Territory, Representative shall have the option – but not the obligation – to open and operate one or more Send Me a Pro franchise (the “Pilot Business”) in the Territory. Any Send Me a Pro territory owned and operated by Representative in the Territory or in any other area shall be subject to an initial franchise fee on the same terms and conditions as any Franchisee. Representative shall sign a separate Send Me a Pro Franchise Agreement for each Send Me a Pro territory owned and operated by Representative. You are not required to maintain a physical office for your Pilot Business, if opened, and can conduct meetings and business from any space.

2.3 Rights Reserved

So long as Representative is not in default of this Agreement, Send Me a Pro shall not license or permit any other party to sell Send Me a Pro franchises in the Territory. Notwithstanding the foregoing, nothing in this Agreement shall prevent Send Me a Pro from:

- (a) distributing in the Territory through the Internet, mail order, catalogs, direct mail, or in any other manner, any products or services relating to the sale of home services, under the Proprietary Marks or under any other name;
- (b) distributing in the Territory through any online, retail or wholesale outlets that are not Send Me a Pro franchises under the Proprietary Marks or under any other name;
- (c) acquiring in the Territory an existing business that offers home services under any name, and in the event Send Me a Pro should acquire such a business or businesses, Representative shall have no rights to any profits or revenue derived by those businesses; or
- (d) opening and operating in the Territory any other business that offers home services for sale under a trade name other than “Send Me a Pro.”

Businesses, for simplicity purposes throughout this Agreement, all Business are referred to as “Send Me a Pro AR Business.”

3. TERM AND RENEWAL

3.1 Initial Term and Renewal

Except as otherwise provided herein the initial term of this Agreement shall commence on the Effective Date and shall expire on the date that is ten (10) years from the Effective Date (the "Term Expiration Date").

3.1.1 Renewal

Provided that Representative is not in default of this Agreement, and not in default of any Franchise Agreement between Representative and Send Me a Pro, Representative shall have the option to renew this Agreement for successive periods of ten (10) years each on the following terms and conditions:

- (a) Representative shall provide Send Me a Pro with written notice of Representative's intent to renew this Agreement no earlier than 270 days and no later than 180 days prior to the expiration of this Agreement;
- (b) Representative shall pay to Send Me a Pro a renewal fee that is equal to five thousand dollars (\$5,000) per territory open in Representative's Territory;
- (c) Representative shall execute the then-current Area Representative Agreement for the Territory, which may include new terms and conditions including, but not limited to, a new Representative schedule and fee structure; provided, however, that the distribution of royalties between Send Me a Pro and the Representative shall remain the same as set forth in this Agreement so long as there is no material change in the Representative's and Send Me a Pro's respective responsibilities and obligations under the new Area Representative Agreement, and so long as the Representative is not in material default of this Agreement. Any change in the Representative schedule upon renewal shall reflect the increases in population and/or changes in the demographic composition of the Territory, and will be consistent with the then-current method of determining Representative schedules for new Area Representatives;
- (d) Representative shall be current with all financial obligations to Send Me a Pro's approved vendors or products and services; and
- (e) Representative shall have executed a general release, in a form satisfactory to Send Me a Pro, of any and all claims against Send Me a Pro and its affiliates, successors, and assigns, and their respective directors, officers, shareholders, partners, agents, representatives, servants, and employees in their corporate and individual capacities, including, without limitation, claims arising under this Agreement, any other agreement between Representative and Send Me a Pro or its affiliates, and federal, state, and local laws and rules.

The provisions of the standard Area Representative Agreement in use by Send Me a Pro at the time of renewal may be materially different than those contained in this Agreement, including, but not limited to, provisions for increased royalties, advertising, and other fees. You hereby acknowledge and agree that Your right to renew this Agreement shall be contingent upon Your execution of the then-current form of Area Representative Agreement and acceptance of the new provisions.

4. SERVICES TO FRANCHISEE

Send Me a Pro agrees to perform the following services for You provided that You are, at the time when service is to be rendered, in Good Standing under this Agreement, any other agreement with Send Me a Pro, and You are in compliance with the Manual.

4.1 Initial Area Representative Training

Send Me a Pro shall provide to Representative, and no more than two (2) employees of Representative, access to Initial Area Representative Training and Franchisee Training for a minimum of 20 hours. The Initial Area Representative Training shall be held at a place designated by Send Me a Pro and may be provided online. Send Me a Pro shall not charge a fee for the Initial Area Representative Training, but Representative shall pay for all travel, hotel, meals, and other out-of-pocket expenses for Representative and Representative's employees.

4.2 Post-Initial Area Representative Training

4.2.1 Continuing Training

After Initial Area Representative Training, Send Me a Pro shall provide other periodic training programs and annual and regional meetings that Send Me a Pro may, in its sole discretion, require Representative and Representative's employees to attend and for which Send Me a Pro may charge a fee for this additional training and meetings. and Representative shall pay for all travel, hotel, meals, and other out-of-pocket expenses for Representative and Representative's employees.

4.2.2 Periodic Assistance

Upon the written request of Representative, and at Send Me a Pro's discretion, Send Me a Pro may send trainers for additional training to Representative's Territory. Send Me a Pro may charge a fee for this training, and Representative will reimburse Send Me a Pro for actual direct costs of transportation and per diem expenses of any trainers provided by Send Me a Pro.

4.3 Manual

Send Me a Pro will provide You access to our web-based Manual containing explicit instructions for use of the Marks, specifications for goods that will be used in or sold by You as a Representative, sample business forms, information on marketing, management, and administration methods developed by Send Me a Pro for use in the Your operation as a Send Me a Pro Representative, names of approved suppliers, and other information that Send Me a Pro believes may be necessary or helpful to You in Your operation of the Send Me a Pro Representative Business. Send Me a Pro

will revise the Manual periodically, at its discretion to conform to the changing needs of the Franchise Network and will distribute updated pages containing these revisions to You from time-to-time.

4.4 Advertising

Send Me a Pro may, but is not required to, provide you with electronic access to certain advertising materials, including in PDF format. These materials may include video and audiotapes, copy-ready print advertising materials, posters, banners and miscellaneous point-of-sale Items, and may be regional or national at Send Me a Pro's sole discretion. Printing of any and all such materials shall be at your sole cost and expense. Send Me a Pro reserves the right to change the format in which it provides these materials to you in the future.

4.5 Market Trends

Send Me a Pro shall keep Representative advised of current trends in the Send Me a Pro system, and promptly provide Representative with any revisions to existing guidelines or requirements of the Send Me a Pro system.

4.6 Incoming Leads

Send Me a Pro shall provide to Representative all inquiries that Send Me a Pro receives from individuals regarding the purchase of a Send Me a Pro franchise in the Territory, including inquiries received through websites, trade shows, or national Advertising.

5. FEES AND PAYMENTS

5.1 Initial Area Representative Fee

When You sign this Agreement, You shall pay Send Me a Pro in cash or another form of payment that will make the funds immediately accessible to Send Me a Pro, such as cashier's check or wire transfer, an initial area representative fee in the amount specified in Exhibit C hereto (the "Initial Area Representative Fee"). The Initial Area Representative Fee is not refundable in whole or in part and is deemed fully earned when received.

5.2 Ongoing Fees from Franchisees

During the term of this Agreement, provided Representative is in compliance with all of the terms and conditions of this Agreement, and only after Representative has completed to Send Me a Pro's satisfaction all initial classroom and field training, as required by Send Me a Pro in its Operating Manuals, Send Me a Pro shall pay to Representative certain fees based upon revenue derived from the Territory.

5.2.1 Initial Franchise Fees Paid by Franchisees

Send Me a Pro shall pay to Representative eighty percent (80%) of initial franchise fees actually paid by Franchisees that are in the Territory net of any commissions paid to brokers and other reasonable sales expenses (the "Representative Initial Fee"). Send Me a Pro shall pay Representative Initial Fees on the twentieth (20th) day of each calendar month following the month that Send Me a Pro actually receives an initial franchise fee from a Franchisee in the Territory.

5.2.1.1 Prior Communication with Prospective Franchisee

To the extent Send Me a Pro has communicated with a prospective Franchisee within the Territory prior to Representative's execution of this Agreement, and the prospective Franchisee signs a Send Me a Pro Franchise Agreement within one hundred and twenty (120) days of the date of this Area Representative Agreement, the Representative Initial Fee shall be reduced by fifty percent (50%) for that prospective Franchisee.

5.2.1.2 Prior FDD Delivery with Prospective Franchisee

In the event Send Me a Pro has delivered a Franchise Disclosure Document to a prospective Franchisee within the Territory prior to Representative's execution of this Agreement, and the prospective Franchisee signs a Send Me a Pro Franchise Agreement within one hundred and twenty (120) days of the date of this Agreement, Representative shall not be entitled to any Representative Initial Fee for that Franchisee.

5.2.1.3 Send Me a Pro Financing

If Send Me a Pro deems, in its sole discretion, to finance through a Commercial Note any portion of an initial franchise fee paid by a Franchisee, Representative shall receive the Representative Initial Fee when the Commercial Note is paid in full and shall not be entitled to collect any portion of the interest.

5.2.2 Royalties Paid by Franchisees

Send Me a Pro shall pay to Representative sixty percent (60%) of all royalties actually paid by Franchisees within the Territory (excluding Royalties paid by Representative on the Pilot Business (if applicable) and any other Send Me a Pro businesses owned and operated by Representative), so long as Send Me a Pro does not receive less than two percent (2%) of Gross Sales from Franchisee. All Royalties due to Representative under this paragraph shall be paid by Send Me a Pro on the twentieth (20th) day of each calendar month for Royalties received by Send Me a Pro during the preceding month.

5.2.2.1 Send Me a Pro's Right to Deduct from Fees

Send Me a Pro shall be entitled to deduct from royalties, and any other amounts due to Representative, any amounts that Send Me a Pro spends, in Send Me a Pro's sole discretion, in efforts to collect Royalties and Advertising Fund Fees due by Franchisees in the Territory, including but not limited to, amounts or fees paid to collection agencies and attorneys.

5.2.3 Renewal Fees Paid by Franchisees

Send Me a Pro shall pay to Representative sixty percent (60%) of all Renewal Fees actually paid to Send Me a Pro by Franchisees in the Territory who renew their Send Me a Pro Franchise Agreement. All Renewal Fees due to Representative under this paragraph shall be paid by Send Me a Pro on the twentieth (20th) day of each calendar month for Renewal Fees received by Send Me a Pro during the preceding month.

5.2.4 Transfer Fees Paid by Franchisees

Send Me a Pro shall pay to Representative sixty percent (60%) of all Transfer Fees actually paid to Send Me a Pro by Franchisees in the Territory who transfer their Send Me a Pro Franchise Agreement. All Transfer Fees due to Representative under this paragraph shall be paid by Send Me a Pro on the twentieth (20th) day of each calendar month for Transfer Fees received by Send Me a Pro during the preceding month.

5.2.5 Training Fees Paid by Franchisees

Subject to the conditions below, Send Me a Pro shall pay to Representative eighty percent (80%) of the weekly Training Fees paid to Send Me a Pro by Franchisees in the Territory and as may be required by the Franchise Agreements of those Franchisees.

5.2.5.1 Conditions Related to Training Fees Paid by Franchisees

Training Fees shall not be payable to Representative by Send Me a Pro unless Representative has area trainers who have been approved by Send Me a Pro to train Franchisees, the Franchisee's Managers, and the Franchisee's Employees. Further, Training Fees shall not be payable to Representative by Send Me a Pro unless Representative, or Representative's employees who have been trained and approved by Send Me a Pro, have provided training to Franchisees in the Territory as required by this Agreement and by the Operating Manuals.

5.3 Send Me a Pro's Right to Offset and Deduct

Send Me a Pro may, when paying any fee due to the Representative under this Agreement, offset and deduct any fees owed by Representative to Send Me a Pro under any Franchise Agreement, including royalties, training fees, and Advertising fund fees due under the Franchise Agreement for the Pilot Business (if applicable).

5.4 Additional Payments by Representative

Representative shall pay to Send Me a Pro, within thirty (30) days of receipt of a written invoice, the amounts listed below:

- (a) Send Me a Pro shall provide to Representative and one (1) employee of Representative initial training during the first twelve (12) months of this Agreement at no charge. Thereafter, Representative shall pay to Send Me a Pro its then-current training fees for training employees of Representative; and
- (b) In addition to training fees, and in the event employees of the Representative are certified by SEND ME A PRO to train Franchisee employees or Representative employees, Representative shall pay to Send Me a Pro its then-current certification fee to certify that those employees are properly trained to Send Me a Pro standards.

In the event Representative does not have approved personnel to train Franchisees in the Territory after the Representative's first year of operation under this Agreement, Send Me a Pro shall have the option to send personnel to the Territory for training. In this event, and within thirty (30) days of receipt of an invoice, Representative shall pay to Send Me a Pro its then-current daily training fee and reimburse Send Me a Pro for all out-of-pocket travel expenses.

5.5 Method and Application of Payments

For any payments due from You to us, You shall pay in accordance with the procedures designated by Send Me a Pro, which procedures Send Me a Pro has the discretion to change at any time upon written notice to you. Payment of royalties and fees shall be made by electronic funds transfer or direct deposit.

At no time will You sell, encumber or assign any of Your revenue stream, which includes, but is not limited to, current or future customer charges, to any other party without the prior written consent of Send Me a Pro.

Send Me a Pro has the right to apply any payment it receives from You to any past due amount You owe to Send Me a Pro regardless of how You indicate the payment is to be applied. Send Me a Pro reserves the right to change the manner in which you pay any and all fees you are required to pay to Send Me a Pro at any time upon written notice to you.

5.6 Recruitment Budget

Representative shall spend, during each calendar year, at least one thousand five hundred dollars (\$1,500) for each territory that Representative is required to open that year in accordance with the Development Schedule, at Attachment B to this Agreement, and for each territory that the Representative was required to open in previous years but are not yet open (the "Recruitment Budget"). In the event a Fund is established by the Company that provides for joint advertising among its Area Representatives, Representative shall be required to contribute up to one-half (1/2) of Representative's Recruitment Budget to the Fund. If Representative does not meet the Representative Schedule for any year, Send Me a Pro shall have the right, in Send Me a Pro's sole

discretion, to direct the Representative to contribute the entire Recruitment Budget for the following year to the joint advertising fund, and the Representative shall comply with the directive.

5.7 Audit

Send Me a Pro has the right during normal working hours to audit Your books and records, including Your tax returns with respect to the Send Me a Pro Representative Business, Pilot Business, and Area Representative Business. If an audit discloses an underpayment of fees payable under this Agreement, You shall immediately pay these amounts to Send Me a Pro, together with accrued interest on the amount underpaid in accordance with Section 6.9 of this Agreement. In addition, if the underpayment exceeds two percent (2%) of the total fee payable for any period covered under the audit, You shall reimburse Send Me a Pro for all expenses actually incurred by Send Me a Pro in connection with the audit, including reasonable attorneys' fees.

5.8 Attorneys' Fees and Costs

Representative shall be responsible for all attorneys' fees and other costs incurred by Send Me a Pro in approving a Franchisee and signing a Franchise Agreement, and shall be entitled to reduce any fees to which Representative is entitled, by the amount of such attorneys' fees and costs.

5.9 Priority of Payments

All fees paid in accordance with this Section 6, inclusive, shall be paid on a preferred priority basis, before the payment of operating and capital expenditures, including, but not limited to, rent, vendors, suppliers, distributors, advertisers, salaries, commissions, and in advance of all distributions and remunerations by You to Your operating principal and/or related parties.

6. OBLIGATIONS OF AREA REPRESENTATIVE

6.1 Use of Trade Name and Marks

6.1.1 Permitted Use

You may use the Trade Name and Marks only in the operation of the Send Me a Pro Representative Business within the Approved Territory in accordance with the terms and conditions of this Agreement and subject to the limitations specified by Send Me a Pro in the Manual or otherwise in writing. **You shall not, under any circumstances, use the Trade Name or any of the Marks, including "Send Me a Pro," in any manner, in the name of your corporation, limited liability company, partnership or other legal entity.** You may not license any third party to use Send Me a Pro's Trade Name and Marks. You may not use the Trade Name or Marks on the internet, in any electronic advertising or social media, including but not limited to on Facebook®, Twitter®, Instagram®, YouTube® or other similar electronic advertising or social media without our prior written consent. You may not use any other trade name or marks at the Approved Location, or in connection with the Send Me a Pro Representative Business, without the express written consent and direction of Send Me a Pro. You shall refrain from engaging in any action (or failing to take any action) that causes or could cause damage to the Marks, the System, or the goodwill associated with the Marks.

6.1.2 Changes in Trade Names and Marks

Send Me a Pro has invested substantial time, energy, and money in the promotion and protection of its Trade Name and Marks as they exist on the Effective Date. However, You and Send Me a Pro recognize that rights in intangible property such as the Trade Name and Marks are often difficult to establish and defend, and that changes in the cultural and economic environment within which the System operates or third-party challenges to Send Me a Pro rights in the Marks may make changes in the Trade Name and Marks desirable or necessary. Send Me a Pro therefore reserves the right to change its Trade Name and Marks (although it has no present intention to do so) and the specifications for each when Send Me a Pro believes that such changes will benefit the Franchise Network. Send Me a Pro will do this in a manner that minimizes cost to You. You agree that You shall promptly conform, at Your own expense, to any such changes.

6.1.3 Advertising Materials

You agree to submit to Send Me a Pro copies of all advertising materials that You propose to use at least two weeks before the first time they are broadcast or published. Send Me a Pro will review the materials within a reasonable time and will promptly notify You in writing as to whether it approves or rejects them. Send Me a Pro may not withhold its approval unreasonably. For purposes of this paragraph, advertising materials that differ from previously approved materials only in such variables as date or price will be considered to be previously approved. Even if Send Me a Pro approves specified materials, it may later withdraw its approval in its sole and absolute discretion, including, without limitation, if it reasonably believes this is necessary to make the advertising conform to changes in the System or to correct unacceptable features of the advertising, including any misrepresentation in the advertising material.

You agree to provide full and complete access to your social media accounts to Send Me a Pro, including the username and password for all accounts from which you post related to your Send Me a Pro Representative Business.

6.1.4 Legal Protection

You agree to notify Send Me a Pro immediately in writing if You become aware of any unauthorized use of Send Me a Pro's Trade Name, Marks, or System. You shall promptly notify Send Me a Pro in writing of any claim, demand or suit against You or against Your principals. You shall promptly notify Send Me a Pro in writing of any claim, demand or suit against You or against Your principals in connection with Your use of the Trade Name, Marks, or System. In any action or proceeding arising from or in connection with any such claim, demand, or suit, You agree that Send Me a Pro may select legal counsel and has the right to control the proceedings. In certain cases, as described in Section 8.5 of this agreement, Send Me a Pro will indemnify and hold You harmless.

6.2 Pilot Business

At all times during the term of this Agreement, Representative shall have the option – but not the obligation – to continuously operate at least one (1) or more Pilot Business in the Territory pursuant to the terms and conditions of a Send Me a Pro Franchise Agreement.

6.3 Intentionally Omitted.

6.4 Employees

Representative shall maintain a sufficient number of employees, certified by Send Me a Pro, to enable the Representative to comply with Representative's requirements under this Agreement. Representative shall require all employees to execute a confidentiality agreement, approved by Send Me a Pro, prior to any training by Send Me a Pro, Representative or any of employees of Representative that are certified by Send Me a Pro.

6.5 Solicitation of Prospective Franchisees

Representative shall seek and solicit qualified individuals for the purpose of establishing Send Me a Pro franchises within the Territory. Such marketing and qualifying efforts shall be at the Representative's sole expense, and soliciting of franchisees shall include online, local events, local newspaper advertisements, distribution of brochures, and use of videos, and other materials supplied by and purchased from, Send Me a Pro. Representative shall not use any Advertising materials for prospective Franchisees unless the Advertising materials have been approved by Send Me a Pro in writing.

Representative shall interview and qualify all prospective franchisees based on standards and guidelines issued by Send Me a Pro, and Representative shall use Representative's best professional judgment of each prospective franchisee's financials, personal and professional qualifications.

Representative shall, at all times during the solicitation of prospective franchisees, comply with federal law and the laws of the states in which Representative is soliciting and selling Send Me a Pro franchises, including laws regarding the offer of sale of a franchise, disclosure, reporting and registration. Representative shall ensure that any franchise brokers utilized by Representative are registered with the applicable state, and Representative shall ensure that all prospective franchisees receive a current Franchise Disclosure Document ("FDD") approved by Send Me a Pro.

Representative shall submit to Send Me a Pro for review the qualifications of all prospective franchisees whom Representative deems to be suitable and qualified to become Franchisees, and who have indicated a desire to be qualified as Franchisees. Send Me a Pro shall enter into a Send Me a Pro Franchise Agreement with all such candidates as Send Me a Pro, in its sole discretion, deems to be qualified to own and operate a Send Me a Pro franchise. Pursuant to Section 3.6 hereof, Representative shall be responsible for all attorneys' fees and costs incurred by Send Me a Pro.

6.6 Representative Schedule

Representative shall open the specific number of Send Me a Pro businesses in the Territory that are owned either by Representative or by Franchisees recruited by Representative, as set forth on the schedule attached to this Agreement as Attachment "B" (the "Representative Schedule").

6.6.1 Failure to Comply with Representative Schedule

In the event Representative fails to abide by the Representative Schedule, Send Me a Pro shall have the right, but not the obligation, and at Send Me a Pro's sole expense, to solicit prospective franchisees and award Send Me a Pro franchises within the Territory until such time as the number of Franchises in the Territory conforms with the Representative Schedule. In the event Send Me a Pro solicits and awards a franchise in the Territory under this paragraph, Send Me a Pro shall be entitled to retain the entire initial franchise fee paid under that Send Me a Pro Franchise Agreement. Nothing in this paragraph, however, shall prohibit Send Me a Pro from declaring that Representative is in default of the Representative Schedule.

6.7 Annual Business Plan

Representative shall, by October 31 of each year, submit to Send Me a Pro an annual business plan for the next calendar year that outlines Representative's marketing and Advertising plan and Franchise Recruitment Budget for the solicitation of prospective franchisees in the Territory. When Representative has sold the total number of licenses equal to the required number of businesses in the Territory, is in compliance with the Representative Schedule set forth in Attachment B, and is not otherwise in default of this Agreement, Send Me a Pro shall waive the annual Advertising expenditure requirement.

6.8 Franchisee Training

Representative shall provide training for all Franchisees in the Territory, including training of Franchisees in the Territory who were in the Territory prior to the execution of this Agreement, as follows:

(a) Representative shall provide training for each new Franchisee in the Territory of at least sixty (60) man hours prior to opening that Franchisee's Send Me a Pro territory in the Territory. This initial training shall take place in person and online. All individuals (both as employees of Representative and of unit franchisees within Representative's Territory) to whom initial training is provided shall be present for at least sixty (60) hours of total training prior to the territories operation. Additionally, Representative must provide continued training and support to Franchisee;

6.8.1 Regional Franchisee Communications

Representative shall maintain adequate channels of communication with all Franchisees in the Territory, and shall facilitate communication between Send Me a Pro and Franchisees in the Territory.

6.8.2 Ongoing Representative Training Obligations

Representative shall, at Representative's sole expense, attend such training session, conferences, and meetings held in locations designated by Send Me a Pro, and as Send Me a Pro may require; provided, however, Representative shall not be required to travel to a site outside the Territory more than four (4) times per year to attend required training sessions, conferences, or meetings.

6.8.3 Computer and Equipment

Representative shall at all times maintain computer hardware and software, and the required licenses to operate that computer hardware and software, that is designated by Send Me a Pro and compatible with the system used by Send Me a Pro. Representative shall be required to maintain all annual renewals or licenses for the designated hardware or software system as may be required. Franchisee shall also register Send Me a Pro (or its designee) as an Administrative (or "Admin") account on all such systems.

6.8.4 Franchisee Operating Manual

Representative shall provide to Franchisees in the Territory access to our web-based Operating Manuals and other written materials as Send Me a Pro shall designate. Send Me a Pro shall provide, at its expense, copies of the written materials to be distributed to Franchisees, but Representative may be required to collate and bind the materials at the Representative's expense. These materials may, at Send Me a Pro's sole discretion, be distributed electronically in lieu of printed materials.

6.8.5 Franchisee Compliance

Representative shall use its best efforts to ensure that Franchisees in the Territory are, at all times, in compliance with the Send Me a Pro Franchise Agreement and Operating Manuals. At least once per calendar quarter, Representative shall prepare a report that meets with Send Me a Pro's specifications on each Franchisee within the Territory and shall forward the report to Send Me a Pro for its review. Nothing in this paragraph shall prohibit Send Me a Pro from visiting or evaluating any Franchisee in the Territory.

6.8.6 Franchisee Transfer

In the event a Franchisee in the Territory desires to sell the Franchisee's territory, Representative shall screen and interview all potential buyers presented by the Franchisee, and report to Send Me a Pro on the potential buyer's qualifications. The proposed buyer shall be required to meet Send Me a Pro's then-current qualifications of new prospective franchisees. If a buyer is approved by Representative and Send Me a Pro, Representative shall provide to the buyer the same initial training that Representative provides to new Franchisees in the Territory.

6.8.7 Representative Financial Statements

Representative shall submit financial statements of its overall operations in the Territory, and for each Send Me a Pro territory that Representative owns and operates, to Send Me a Pro within ninety (90) days of the end of each fiscal year. The annual statements must be certified to be accurate by

an officer of Representative and must be prepared (not necessarily audited) by an independent accountant (not necessarily a CPA).

6.8.8 Data Security

You shall use your best efforts to protect your customers against any and all data breaches and cyber-events, including, without limitation, identity theft or theft of personal information (a “Data Security Breach”). If a Data Security Breach occurs, in the interest of protecting the goodwill associated with the Send Me a Pro brand and franchise system, Send Me a Pro hereby reserves the right to (but does not undertake the obligation to) directly or through its designee, perform or control any and all aspects of the response to such Data Security Breach, including, without limitation, the investigation, containment and resolution of the event and all communications with the franchise system, vendors and suppliers, customers, law enforcement agencies, regulatory authorities and the general public. You hereby acknowledge and agree that a Data Security Breach and/or any response to a Data Security Breach may impact operations of the Business, including, without limitation, interruption in operations. You hereby acknowledge and agree that neither Send Me a Pro nor any of its parents, affiliates, subsidiaries, owners, officers, directors, or employees shall be liable to You for any damages arising out of or resulting from any Data Security Breach or any action or inaction in response to a Data Security Breach. You shall at all times be compliant with all Payment Card Industry Data Security Standards, any and all requirements imposed by all applicable payment processors and payment networks, including credit card and debit card processors, and any and all state and federal laws, rules and regulations relating to data privacy, data security and security breaches. You hereby acknowledge and agree that if Send Me a Pro engages or designates a third party service provider to administer a data security program, you will be required to comply with the requirements of such service provider. It is your responsibility to ensure that you operate the Business at all times in compliance with all aforementioned laws, rules, regulations and requirements and you are strongly encouraged to engage legal, and data security professionals, including insurance providers to ensure your full compliance and adequate protection.

6.9 Financial Information

6.9.1 Records

You shall record all sales and all receipts of revenue on individual serial-numbered receipts. Bank Deposits must validate all receipts. You shall retain daily sales reporting forms and accompanying records for at least three (3) years after the date of sale (or for a longer period if required by state or local law). You shall retain all other records and receipts used in the ordinary course of business. You shall furnish all records to Send Me a Pro upon request.

6.9.2 Reports

You shall submit to Send Me a Pro, on or before the fifteenth (15th) day following the end of each quarter, financial reports on the income and expenses of the Send Me a Pro Representative Business in the format specified in the Manual. You shall also submit to Send Me a Pro, at the time of filing, copies of all federal state and local income, sales, and property tax returns. Send Me a Pro will use this data to confirm that You are complying with Your obligations under this Agreement, and to formulate earnings and expense information for possible disclosure to prospective franchisees. In

addition to the foregoing, on or before the fifteenth (15th) day following the end of each quarter, you shall submit proof of payment for any leasehold rental obligations, sales tax, and payroll taxes.

6.10 Insurance

6.10.1 Minimum Insurance Requirements

You shall procure, prior to the commencement of any activities or operations under this Agreement, and shall maintain in full force and effect at all times during the term of this Agreement (and for such period thereafter as is necessary to provide the coverages required hereunder for events having occurred during the term of this Agreement), at Your expense, an insurance policy or policies protecting You, Send Me a Pro, and their respective officers, directors, partners, agents and employees against any demand or claim with respect to personal injury, death or property damage, business interruption, or any loss, liability or expense whatsoever arising or occurring upon or in connection with the Business, including, but not limited to, comprehensive general liability insurance, property insurance, casualty insurance, business interruption insurance, statutory workers' compensation insurance, employer's liability insurance, product liability insurance, and automobile insurance coverage for all vehicles used in connection with the operation of the Territory, if applicable. Such policy or policies shall be written by a responsible carrier or carriers acceptable to Send Me a Pro, shall name Send Me a Pro and its subsidiaries and affiliates as additional insureds, shall provide for Send Me a Pro to receive notice upon cancellation or any event of default, including non-payment, and shall provide at least the types and minimum amounts of coverage specified in the Manual. Send Me a Pro shall have the right, from time-to-time, to make such changes in minimum policy limits and endorsements in the Manual or otherwise in writing as it may determine in its reasonable discretion.

6.10.2 Non-Waiver

Your obligation to obtain and maintain the policy or policies in the amounts specified in the Manual shall not be limited in any way by reason of any insurance that may be maintained by Send Me a Pro, nor shall Your performance of that obligation relieve you of liability under the indemnity provisions set forth in Section 8.5 of this Agreement.

6.10.3 Certificates of Insurance

Prior to the commencement of any operations under this Agreement, and thereafter at least thirty (30) days prior to the expiration of any policy, You shall deliver to Send Me a Pro Certificates of Insurance evidencing the proper types and minimum amounts of coverage. All Certificates shall expressly provide that no less than thirty (30) days' prior written notice shall be given Send Me a Pro in the event of material alteration to or cancellation of the coverages evidenced by such Certificates.

6.10.4 Right to Procure Insurance

Should You, for any reason, fail to procure or maintain the insurance required by this Agreement, as such requirements may be revised from time-to-time by Send Me a Pro in the Manual or otherwise in writing, Send Me a Pro shall have the right and authority (but not the obligation) to

procure and maintain such insurance in Your name and to charge same to You, which charges, together with Our reasonable expenses in so acting, shall be payable by You immediately upon notice. The foregoing remedies shall be in addition to any other remedies Send Me a Pro may have under this Agreement, or at law or in equity.

6.11 Financial and Legal Responsibility

6.11.1 Compliance with Law

You shall comply with all federal, state and local laws and regulations pertaining directly or indirectly to the Send Me a Pro Representative Business. You shall keep current and legally compliant all licenses, permits, bonds, contracts, and deposits made to or required by any government agency in connection with the operation of the Send Me a Pro Representative Business. You are responsible for compliance with all requirements imposed by applicable law rule, or regulation.

6.11.2 Payment of Indebtedness

You shall pay promptly when due all taxes and debts that You incur in the conduct of Your business. The Send Me a Pro Representative Business and all assets and equipment used in connection with the operation of the Send Me a Pro Representative Business shall remain free and clear of any pledge, mortgage, hypothecation, lien, charge, encumbrance, security interest or purchase right or options unless approved by Send Me a Pro in writing. The Send Me a Pro Representative Business revenues, including Gross Revenues and if You are a partnership, corporation, or limited liability company, each of your Owners' interest in the franchisee entity, shall be and remain free and clear of any pledge, mortgage, hypothecation, lien, charge, encumbrance, voting agreement, proxy, security interest or purchase right or options, unless approved by Send Me a Pro in writing.

6.12 Access to Records

Send Me a Pro shall have the right to access by high-speed internet connection or other means Representative's computer system in the Representative's Pilot Business, and any other Send Me a Pro territories owned and operated by the Representative, to obtain any and all information Send Me a Pro deems necessary. All such information received by Send Me a Pro will be treated as confidential information and will not be made available to any third party without the consent of Representative, except that comparative store data may be distributed by Send Me a Pro to other franchises and area Representatives in the system. Send Me a Pro or its designated agents shall have the right at all reasonable times to audit, examine and copy, at Send Me a Pro's expense, all books, financial records, receipts, bank statements and tax returns of Representative Send Me a Pro or its designated agents shall have the right to review, and make copies of, all business and accounting records maintained by Representative regarding Franchisees in the Territory. Send Me a Pro or its designated agents shall have the right to review and copy the personal tax returns of any individual who has an ownership Interest in Representative. Send Me a Pro or its designated agents, at any reasonable time, shall have the right to photograph or videotape the Pilot Business.

7. RELATIONSHIP OF PARTIES

7.1 Interest in Marks and System

You expressly understand and acknowledge that:

- (a) Send Me a Pro (or its affiliate(s)) is the owner of all rights, title and interest in and to the Marks and the goodwill associated with and symbolized by them;
- (b) The Marks are valid and serve to identify the System and those who are authorized to operate under the System;
- (c) Neither You nor any principal of You shall directly or indirectly contest the validity of Send Me a Pro's ownership of the Marks, nor shall You directly or indirectly, seek to register the Marks with any government agency;
- (d) Your use of the Marks does not give You any ownership interest or other interest in or to the Marks, except the licensure granted by this Agreement;
- (e) Any and all goodwill arising from Your use of the Marks shall inure solely and exclusively to Send Me a Pro's benefit, and upon expiration or termination of this Agreement, and the license herein granted, no monetary amount shall be assigned or attributable to any goodwill associated with Your use of the System or the Marks; and
- (f) The right and license of the Marks granted hereunder to You is non-exclusive, and Send Me a Pro thus has and retains the rights, among others:
 - i. to use the Marks itself in connection with selling services, products and other;
 - ii. to grant other licenses for the Marks, in addition to those licenses already granted to existing franchisees;
 - iii. to develop and establish other systems using the same or similar Marks, or any other proprietary marks, and to grant licenses or franchises thereto without providing any rights therein to You; and
 - iv. to, from time-to-time, modify or delete existing Marks upon notice to You. You have absolutely no right to use any specific deleted mark owned or controlled by Send Me a Pro or its Affiliates.

7.2 Independent Status

It is expressly agreed that the parties intend by this Agreement to establish between you and Send Me a Pro the relationship of franchisee and franchisor. It is further agreed that you have no authority to create or assume in Send Me a Pro's name or on Send Me a Pro's behalf any obligation express or implied or to act or purport to act as agent or representative on our behalf for any purpose whatsoever. Neither you nor Send Me a Pro is the employer, employee, agent, partner, fiduciary or co-venturer, of or with the other, each being independent. All employees and agents hired or

engaged by or working for you will be only the employees or agents of yours and will not, for any purpose be deemed employees or agents of Send Me a Pro nor subject to Send Me a Pro's control. Send Me a Pro has no authority to exercise control over the hiring or termination of your employees, independent contractors, agents or others who work for you, their compensation, working hours or conditions, or their day-to-day activities, except to the extent necessary to protect the brand and the Marks. You shall file your own tax, regulatory and payroll reports with respect to your employees, agents and contractors, and you shall save, indemnify and hold Send Me a Pro and its parents, affiliates, owners, officers, directors and subsidiaries harmless from any and all liability, costs and expenses, of any nature, that any such party incurs related to these obligations. You shall, in all respects, be an independent contractor and nothing in this Agreement is intended to constitute either party as an agent, legal representative, subsidiary, joint-venturer, joint-employer, partner, employee or servant of the other for any purpose whatsoever. Without limiting the foregoing, You are an independent legal entity and must make this fact clear in Your dealings with suppliers, lessors, government agencies, employees, customers and others. You and Send Me a Pro are completely separate entities and are not fiduciaries, partners joint-venturers, or agents of the other in any sense, and neither party has the right to bind the other. No act or assistance by either party to the other pursuant to this Agreement may be construed to alter this relationship. You are solely responsible for compliance with all federal, state, and local laws rules and regulations, and for complying with Send Me a Pro policies, practices, and decisions relating to the operation of the Send Me a Pro Representative Business. You shall rely on Your own knowledge and judgment in making business decisions, subject only to the requirements of this Agreement and the Manual. You may not expressly or implicitly hold Yourself out as an employee, partner, shareholder, member, joint-venturer or representative of Send Me a Pro, nor may You expressly or implicitly state or suggest that You have the right or power to bind Send Me a Pro, or to incur any liability on Send Me a Pro's behalf. You may not use the Trade Name or Marks as part of Your corporate name limited liability company name or limited partnership name. There is no fiduciary duty between You and Send Me a Pro.

7.3 Display of Disclaimer

You shall conspicuously display a sign, in Your Pilot Business (if applicable), that states that "THIS SEND ME A PRO REPRESENTATIVE BUSINESS IS AN INDEPENDENTLY OWNED AND OPERATED FRANCHISED BUSINESS" within each Business, business cards, client/customer agreements, stationery, purchase order forms, invoices, and other documents that You use in Your business dealings with suppliers, government agencies, employees and customers must clearly identify You as an independent legal entity.

7.4 Confidentiality

You acknowledge and agree that the information, ideas, forms, marketing plans and other materials disclosed to You under this Agreement, whether or not included in the Manual, are confidential and proprietary information and trade secrets of Send Me a Pro. Any and all information, knowledge and techniques which Send Me a Pro designates as confidential shall be deemed confidential for purposes of this Agreement, except information which You can demonstrate came to Your attention prior to disclosure thereof by Send Me a Pro or which, at or after the time of disclosure by Send Me a Pro to You, had become or later becomes a part of the public domain, through publication or communication by others. You agree to maintain the confidentiality of all such material. You may

not disclose any such information to any third-party, except to Your employees and agents, as necessary in the regular conduct of the Send Me a Pro Representative Business, and except as authorized in writing by Send Me a Pro. You shall be responsible for requiring compliance of Your Related Parties and employees with the provisions of this Section. You shall obtain signed Nondisclosure, Nonsolicitation and Noncompetition Agreements, in the form of Exhibit E to this Agreement, from Your Related Parties and employees, and send Send Me a Pro a copy of each such agreement upon demand.

7.5 Indemnification

You and your Related Parties agree to indemnify, defend and hold harmless us, our affiliates, and our and their respective shareholders, members, directors, officers, employees, agents, successors, and assignees (the “Indemnified Parties”) against, and to reimburse any one or more of the Indemnified Parties for, all claims obligations, and damages directly or indirectly arising out of or related to your act or omission, the act or omission of any of your Related Parties, employees, agents or representatives, the Send Me a Pro Representative Business’s operation, the business you conduct under this Agreement, or your breach of this Agreement, including, without limitation, those alleged to be caused by the Indemnified Party’s negligence, unless (and then only to the extent that) the claims obligations, or damages are determined to be caused solely by our gross negligence or willful misconduct in a final, unappealable ruling issued by a court with competent jurisdiction. For purposes of this indemnification, claims include all obligations, damages (actual, consequential, or otherwise), and costs that any Indemnified Party reasonably incurs in defending any claim against it, including, without limitation, reasonable accountants , arbitrators, attorneys’ fees, and expert witness fees costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation arbitration or alternative dispute resolution is commenced. Each Indemnified Party may defend any claim against it at your expense and agree to settlements or take any other remedial, corrective, or other actions. This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement’s expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third-party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully a claim against you under this subparagraph. You agree that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover from you under this paragraph. Without limiting the foregoing, if Send Me a Pro is made a party to a legal proceeding in connection with Your act or omission, Send Me a Pro may hire counsel to protect its interests and bill You for all costs and expenses incurred by Send Me a Pro. You shall promptly reimburse Send Me a Pro for such costs and expenses.

You shall notify Send Me a Pro immediately when you learn about an infringement or challenge to your use of any Mark, including the Send Me a Pro mark. Send Me a Pro will take the action Send Me a Pro deems appropriate in any such situation. Send Me a Pro has exclusive control over any proceeding or settlement concerning any of the Marks. You must take all actions that, in the opinion of Send Me a Pro’s counsel, may be advisable to protect and maintain Send Me a Pro’s interests in any proceeding or to otherwise protect and maintain Send Me a Pro’s interests in the Mark. While Send Me a Pro is not required to defend you against a claim arising from your use of any of the Marks, Send Me a Pro will indemnify and hold you harmless from all of your expenses reasonably incurred in any legal proceeding disputing your authorized use of any Mark provided that (a) your use is and has been in accordance with the terms of this Agreement and such other terms as may be

specified by Send Me a Pro; and (b) you notify us of the proceeding or alleged infringement in a timely manner and you have complied with Send Me a Pro's directions regarding the proceeding. Send Me a Pro has the right to control the defense and settlement of any proceeding. Send Me a Pro will not reimburse you for your expenses and legal fees for separate, independent legal counsel, or for expenses in removing signage or discontinuing your use of any Mark. Send Me a Pro will not reimburse you for disputes where Send Me a Pro and/or any of its parents, affiliates, successors or assigns challenges your use of a Mark.

7.6 Covenants

7.6.1 In-Term Covenants

- (a) During the Term, You shall not, directly or indirectly, for yourself or through, on behalf of, or in conjunction with any person or entity, own, maintain, operate, engage in, consult with, provide any assistance to, or have any interest (direct or indirect) in a Competitive Business (as defined below).
- (b) You shall not divert or attempt to divert any business, client, or potential client of the Send Me a Pro Representative Business or any other System Business to any competitor, by direct or indirect inducement or otherwise, or to do or perform, directly or indirectly, any other act, injurious or prejudicial, to the goodwill associated with the Marks or the System.
- (c) You shall not provide sales support and services for any Competitive Business or any franchise system, whether a Competitive Business or otherwise.

The term "Competitive Business" shall mean any and all businesses that are competitive with Send Me a Pro Representative Businesses and/or a Send Me a Pro Business and/or the Pilot Business, including, without limitation any business that operates a home service.

7.6.2 Post-Term Covenants

You may not, for a continuous, uninterrupted period commencing upon the expiration, transfer or termination of this Agreement (regardless of the cause for termination), and continuing for two (2) years thereafter, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person, persons (including your spouse or any immediate family member, or the spouse or any immediate family member of any personal guarantor of this Agreement), partnership, limited liability company or corporation, own, maintain, operate, engage in, provide any assistance to, or have any interest in, any Competitive Business that is located: (i) at the Send Me a Pro Representative Business or Pilot Business; (ii) within twenty-five (25) miles of the Send Me a Pro Representative Business or Pilot Business; or (iii) within twenty-five (25) miles of any other System Business located then in existence or under construction. For the purposes of this Section 8.6.2, Competitive Business shall include any franchised business, whether related to the services offered at a Send Me a Pro Representative Business or not.

7.6.3 Miscellaneous

You agree that the length of time in Section 8.6.2 will be tolled for any period during which you are in breach of the covenant or any other period during which Send Me a Pro seeks to enforce this Agreement. The parties agree that the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If any court of competent jurisdiction determined that the geographic limits, time period or line of business defined by this Section 8 (inclusive of all subsections) is unreasonable, the parties agree that such a court of competent jurisdiction may determine an appropriate limitation to accomplish the intent and purpose of this Section and the parties, and each of them, agree to be bound by such determination.

8. TRANSFER OF FRANCHISE

8.1 Franchisor's Right to Transfer

Send Me a Pro shall have the right to transfer or assign this Agreement and all or any part of its rights or obligations herein to any person or legal entity, and any designated assignee of Send Me a Pro shall become solely responsible for all obligations of Send Me a Pro under this Agreement from the date of assignment. You shall execute such documents, as Send Me a Pro may request, that are reasonably necessary to permit Send Me a Pro to transfer or assign this Agreement and all or any part of its rights or obligations herein.

8.2 Franchisee's Conditional Right to Transfer

You understand and acknowledge that the rights and duties set forth in this Agreement are personal to You, and that Send Me a Pro has granted this franchise in reliance of Your (or, if You are a corporation, partnership, or limited liability company, your principals) business skill, financial capacity and personal character. Accordingly, neither You nor any immediate or remote successor to any part of Your interest in this Agreement, nor any individual, partnership, limited liability company, corporation or other legal entity, which directly or indirectly owns any interest in You, shall sell, assign, transfer, convey, pledge, encumber, merge or give away (collectively, "transfer")

this Agreement, any direct or indirect interest in You, or in all or substantially all of the assets of the Franchise without prior written consent of Send Me a Pro Any purported assignment or transfer not having the written consent of Send Me a Pro, required by Section 9.3, shall be null and void and shall constitute a material breach of this Agreement, for which Send Me a Pro may immediately terminate without opportunity to cure pursuant to Section 10.2.1 of this Agreement. The foregoing remedies shall be in addition to any other remedies Send Me a Pro may have under this Agreement or at law or in equity.

8.3 Conditions of Transfer

Franchisee shall notify Send Me a Pro in writing of any proposed transfer of this Agreement, any direct or indirect interest in You, or in all or substantially all of the assets of Send Me a Pro Representative Business, at least thirty (30) days before such transfer is proposed to take place. Send Me a Pro shall not unreasonably withhold its consent to any transfer. Send Me a Pro may, in its sole discretion, require any or all of the following as conditions of its approval:

- (a) That all of Your accrued monetary obligations and all other outstanding obligations to Franchisor and its affiliates have been satisfied;
- (b) That You are not in default of any provision of this Agreement, any amendment or addendum hereof or successor hereto, or any other agreement between You and Send Me a Pro or its affiliates;
- (c) That the transferor shall have executed a general release, in a form prescribed by Send Me a Pro, of any and all claims against Send Me a Pro and its affiliates, and their respective officers, directors, agents, shareholders, and employees;
- (d) That the transferor (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as Send Me a Pro may request) demonstrate to Send Me a Pro's satisfaction that it meets Send Me a Pro's educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to operate the Send Me a Pro Representative Business (as may be evidenced by prior related business experience or otherwise); and has adequate financial resources and capital to operate the Send Me a Pro Representative Business, taking into consideration the purchase price paid by the transferee for the Send Me a Pro Representative Business; and has not operated a business in competition with Send Me a Pro;
- (e) That (1) at Send Me a Pro's option, (a) the transferee (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as Send Me a Pro may request) enter into a written assignment, in a form satisfactory to Send Me a Pro, assuming and agreeing to discharge all of Your obligations under this Agreement, or (b) the transferee(s) execute, for a term ending on the expiration date of this Agreement and with such renewal term(s) as may be provided by this Agreement, the Send Me a Pro's then-current form of Franchise Agreement and other ancillary agreements as Franchisor may require for the Send Me a Pro

Representative Business, which agreements shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement, including, without limitation, higher royalty fees, advertising contributions, or other fees, and a smaller or modified Territory, except that the transferee shall not be required to pay any initial franchise fee; and (2) the transferee's principal guaranty the performance of all such obligations in writing in a form satisfactory to Send Me a Pro;

- (f) That You remain liable for all of the obligations to Send Me a Pro in connection with the Send Me a Pro Representative Business which arose prior to the effective date of the transfer and execute any and all instruments reasonable requested by Send Me a Pro to evidence such liability;
- (g) That the transferee (or, if the transferee is a corporation, partnership or limited liability company, a principal of the transferee acceptable to Send Me a Pro) and the transferee's manager (if transferee or transferee's principal will not manage the Send Me a Pro Representative Business), at the transferee's expense, have successfully completed any training programs then in effect upon such terms and conditions as Send Me a Pro may reasonably require and pay Send Me a Pro the then-current training fee;
- (h) Send Me a Pro approves the terms and conditions of the transfer agreement between transferor and transferee; and
- (i) You pay to Send Me a Pro a transfer fee as follows:
 - If the proposed transferee is not an existing Send Me a Pro, Representative shall pay a prorated Renewal Fee that shall be calculated as set forth in Section 4 of this Agreement and multiplying it by a number equal to one-one hundred and twentieth (1/120) times the number of months Representative has been a party to this Agreement. (For example, if Representative transfers this Agreement at the conclusion of the sixtieth month of the term, the fee will be $60/120 = 50\%$ of the Renewal Fee calculated pursuant to Section 4.1.1).
 - If the proposed transferee is an existing Send Me a Pro, Representative shall pay a Transfer Fee of fifteen thousand dollars (\$15,000). If Representative transfers this Agreement to an existing Send Me a Pro Franchisee who is not an Area Representative, the Transfer Fee shall be twenty-five thousand dollars (\$25,000).
 - In the case of a transfer to a corporation or limited liability company formed by You for the convenience of ownership (as determined by Send Me a Pro in its sole discretion), the transfer fee shall be \$1,500.

8.4 Franchisor's Right of First Refusal

If any party holding any direct or indirect interest in this Agreement, in You, or in all or substantially all of the assets of the Business desires to accept any bona fide offer from a third party to purchase such interest, You shall notify Send Me a Pro as provided in Section 9 hereof, and shall provide such information and documentation relating to the offer as Send Me a Pro may require. Send Me a

Pro shall have the right and option, exercisable within thirty (30) days after receipt of such written notification, to send written notice to the seller that Send Me a Pro intends to purchase the seller's interest on the same terms and conditions offered by the third party. If Send Me a Pro elects to purchase the seller's interest, closing on such purchase shall occur within sixty (60) days from the date of notice to the seller of the election to purchase by Send Me a Pro. If Send Me a Pro elects not to purchase the seller's interest, any material change thereafter in the terms of the offer from a third party shall constitute a new offer subject to the same rights of first refusal by Send Me a Pro as in the case of the third party's initial offer. Failure of Send Me a Pro to exercise the option afforded by this Section 9 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section 9, with respect to a proposed transfer. In the event the consideration, terms and/or conditions offered by a third party are such that Send Me a Pro may not reasonably be required to furnish the same consideration, terms and/or conditions, then Send Me a Pro may purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within thirty (30) days on the reasonable equivalent in cash of the consideration, terms and/or conditions offered by the third party, an independent appraiser shall be designated by Send Me a Pro at Send Me a Pro's expense, and the appraiser's determination shall be binding.

8.5 Death or Mental Incapacity

Upon the death, physical or mental incapacity of any person with an interest in this Agreement, in You, or in all or substantially all of the assets of the Business, the executor, administrator, or personal representative of such person shall transfer such interest to a third party approved by Send Me a Pro within six (6) months after such death or mental incapacity. Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the same conditions as any *inter vivos* transfer. In the case of transfer by devise or inheritance, if the heirs or beneficiaries of any such person are unable to meet the conditions in this Section 9, the executor, administrator, or personal representative of the decedent shall transfer the decedent's interest to another party approved by Send Me a Pro within a reasonable time, which disposition shall be subject to all the terms and conditions for transfers contained in this Agreement. If the interest is not disposed of within a reasonable time, Franchisor may terminate this Agreement, pursuant to Section 10 hereof.

8.6 Non-Waiver

Send Me a Pro's consent to a transfer of any interest in this Agreement, in You, or in all or substantially all of the assets of the Business, shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be deemed a waiver of Send Me a Pro's right to demand exact compliance with any of the terms of this Agreement by the transferor or transferee.

9. TERMINATION OF FRANCHISE

9.1 Termination by Consent of the Parties

This Agreement may be terminated upon the mutual consent of the parties.

9.2 Termination by Send Me a Pro

9.2.1 Immediate Termination upon Notice of Default

Upon the occurrence of any of the following defaults, Send Me a Pro may, at its option, terminate this Agreement effective immediately upon written notice to You:

- (a) If You misuse the Trade Name, Marks or the System, or engage in conduct which reflects materially and unfavorably upon the goodwill associated with them, or if You use in the Send Me a Pro Representative Business any names, marks, systems, logotypes or symbols that Send Me a Pro has not authorized You to use.
- (b) If You have any direct or indirect interest in the ownership or operation of any business other than the Pilot Business that is confusingly similar to the Send Me a Pro Representative Business or uses the System or Marks, or if You fail to give Send Me a Pro a signed copy of the Nondisclosure, Nonsolicitation and Noncompetition Agreement, a form of which is attached hereto as Exhibit E for You (or if You are a corporation, all officers and shareholders, or, if You are a partnership, all Your general partners, or, if You are a limited liability company, all Your members) within ten (10) days after Send Me a Pro requests it.
- (c) If You attempt to assign or Transfer Your rights under this Agreement in any manner not authorized by this Agreement.
- (d) If You have made any material misrepresentations in connection with the acquisition of a Send Me a Pro Representative Business or to induce Send Me a Pro to enter into this Agreement.
- (e) If You act without Send Me a Pro's prior written approval or consent in regard to any matter for which Send Me a Pro's prior written approval or consent is expressly required by this Agreement.
- (f) If You cease to operate the Send Me a Pro Representative Business, unless (i) operations are suspended for a period of no more than one hundred and eighty (180) days, and the suspension is caused by fire, condemnation, or other act of God.
- (g) If You fail to permanently correct a breach of this Agreement, or to meet the operational standards stated in the Manual, after being twice requested in writing by Send Me a Pro to correct a similar breach or meet a similar standard in any twelve (12) months period.

- (h) If a threat or danger to public health or safety results from the construction, maintenance or operation of the Send Me a Pro Representative Business.
- (i) Except as otherwise required by the United States Bankruptcy Code, if You become insolvent, are adjudicated a bankrupt, or file or have filed against You a petition in bankruptcy, reorganization, or similar proceeding.
- (j) If You plead guilty to, plead no contest to, or are convicted of, a felony, a crime involving moral turpitude, or any other crime or offense that Send Me a Pro believes is reasonably likely to have an adverse effect on the System or Marks, the goodwill associated therewith, or Send Me a Pro's interest therein.
- (k) If You maintain false books or records, or submit any false reports to Send Me a Pro.
- (l) If You offer a product or service without Send Me a Pro's consent, or fail to offer any product or service designated by Send Me a Pro.

9.2.2 Termination after Five Days' Notice to Cure

Send Me a Pro may, at its option, terminate this Agreement, effective five (5) days after written notice is given to You, if You fail to make any payment when due under this Agreement or any other agreement between You and Send Me a Pro.

9.2.3 Termination after Thirty Days' Notice to Cure

Upon the occurrence of any of the following defaults, Send Me a Pro may, at its option, terminate this Agreement after thirty (30) days' notice to cure:

- (a) If You fail to submit to Send Me a Pro in a timely manner any information You are required to submit under this Agreement.
- (b) If You fail to begin operation of the Send Me a Pro Representative Business within the time limits as provided in this Agreement, or if You fail to operate your Send Me a Pro Representative Business in accordance with this Agreement and/or the Manual.
- (c) If You default in the performance of any other obligation under this Agreement, or any other agreement with Send Me a Pro.

Under this Section 10.2.3, Send Me a Pro may terminate this Agreement only by giving written notice of termination stating the nature of such default to You at least thirty (30) days prior to the effective date of termination; provided, however, that You may avoid termination by immediately initiating a remedy to cure such default, curing it to Send Me a Pro's satisfaction, and by promptly providing proof thereof to Send Me a Pro within the thirty (30) day period. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to You effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require.

9.3 Rights and Obligations After Termination or Expiration

Upon termination of this Agreement for any reason, the parties will have the following rights and obligations:

- (a) Send Me a Pro will have no further obligations under this Agreement.
- (b) You shall give the final accounting for the Send Me a Pro Representative Business, pay Send Me a Pro within thirty (30) days after termination all payments due to Send Me a Pro, and return the Manual and any other property belonging to Send Me a Pro.
- (c) You shall immediately and permanently cease to operate the Pilot Business, if demanded. You shall immediately and permanently stop using the Marks or any confusingly similar marks, the System, or any advertising, signs, stationery, or forms that bear identifying marks or colors that might give others the impression that You are operating a Send Me a Pro Representative Business, You shall refrain from any statement or action that might give others the impression that You are or ever were affiliated with the Send Me a Pro Franchise Network.
- (d) You shall promptly sign any documents and take any steps that, in the judgment of Send Me a Pro, are necessary to delete Your listings from classified telephone directories, disconnect, or, at Send Me a Pro's option, assign the Send Me a Pro all telephone numbers that have been used in the Send Me a Pro Representative Business, and terminate all other references that indicate You are or ever were affiliated with Send Me a Pro or a Send Me a Pro Representative Business. By signing this Agreement, You irrevocably appoint Send Me a Pro as Your attorney-in-fact to take the actions described in this paragraph if You do not do so Yourself within seven (7) days after termination of this Agreement. You further irrevocably assign Your telephone numbers listed on Exhibit A, or hereinafter acquired for the operation of Your Send Me a Pro Representative Business, to Send Me a Pro.
- (e) You shall maintain all records required by Send Me a Pro under this Agreement for a period of not less than five (5) years after final payment of any amounts You owe to Send Me a Pro when this Agreement is terminated (or such longer period as required by applicable law).
- (f) Send Me a Pro, or its designee, has an option to purchase the business from You, including but not limited to any or all of the physical assets of the Pilot Business, including its equipment, supplies and inventory, during a period of sixty (60) days following the effective date of termination. If Send Me a Pro notifies You that it (or its designee) wishes to purchase the assets of the business from You following Termination of this Agreement, You must immediately surrender possession of the Pilot Business to Send Me a Pro or Its designee upon demand. Send Me a Pro or its designee will operate the Pilot Business at its expense pending determination of the purchase price as set forth below. The equipment, supplies, and inventory will be valued as follows:
 - i. The lower of depreciated value or fair market value of the equipment supplies and inventory; and

- ii. Depreciated value of other tangible personal property calculated on the straight-line method over a five (5) year life, less any liens or encumbrances.

Send Me a Pro must send written notice to You within thirty (30) days after termination of this Agreement of its (or its designee's) election to exercise the option to purchase. If the parties do not agree on a price within the option period, the option period may be extended for up to fifteen (15) business days to permit appraisal by an independent appraiser who is mutually satisfactory to the parties. If the parties fail to agree upon an appraiser within the specified period, each will appoint an appraiser and the two appraisers thus appointed must agree on a third appraiser within ninety (90) days after termination who must determine the price for the physical assets of the Pilot Business in accordance with the standards specified above. This determination will be final and binding upon both Send Me a Pro, or Send Me a Pro's designee, as applicable, and You.

Send Me a Pro or its designee may exclude from the assets appraised any signs, equipment, inventory, and materials that are not reasonably necessary (in function or quality) to the operation of the Pilot Business, or that Send Me a Pro has not approved as meeting Send Me a Pro's then-current standards, the purchase price determined by the appraisal will reflect such exclusions (the "Purchase Price").

The Purchase Price shall be paid at a closing date not later than ninety (90) days after determination. Send Me a Pro has the right to offset against the Purchase Price any and all amounts that You or Your Related Parties owe Send Me a Pro and/or its Related Parties. At closing, You agree to deliver instruments transferring (i) good and marketable title to the assets purchased, free and clear of all liens and encumbrances, with all sales and transfer taxes paid by You (ii) all licenses and permits related to the business which can be assigned, (iii) the leasehold interest in the Approved Location, (iv) a release agreement signed by You and Your Related Parties in a form and substance acceptable to Send Me a Pro, and (v) such other documentation as we may reasonably request.

- (g) Send Me a Pro (or its designee) has an option to replace You as lessee under any equipment lease or note for equipment that is used in connection with the Pilot Business. Upon request by Send Me a Pro, You shall give Send Me a Pro or its designee copies of the leases for all equipment used in the Pilot Business immediately upon termination. Upon request by Send Me a Pro, You shall allow Send Me a Pro and/or its designee the opportunity, at a mutually satisfactory time, to inspect the leased equipment. Send Me a Pro must request the information and access described in this paragraph within fifteen (15) days after termination. It must advise You of its (or its designee's) intention to exercise the option within fifteen (15) days after it has received the information and/or inspected the equipment. Send Me a Pro or its designee may assume any equipment lease in consideration of its assumption of future obligations under the lease. Upon exercise of this option by Send Me a Pro or its designees, You shall be fully released and discharged from future rents and

other future liabilities under the lease if the terms of the lease permit it, but not from any debts to the lessor that already exist on the date when the option is exercised.

- (h) If Send Me a Pro declines to exercise the option, purchase, or assume the lease on Your equipment, you may sell it to either another Send Me a Pro franchisee or, with Send Me a Pro's prior written approval, You may de-brand the equipment and sell it to a non- franchisee.
- (i) You may not sell, or in any way divulge, the client list of Your Pilot Business.
- (j) If the premises are leased from a third-party, and if Send Me a Pro elects, you shall immediately assign your interest in the lease to Send Me a Pro or its designee and immediately surrender possession of the premises to Send Me a Pro. You are and shall remain liable for all of your obligations accruing up to the effective date of any lease agreement.
- (k) Franchisee and its related parties shall abide by the post-termination restrictive covenants in Section 8.6 of this Agreement.

9.4 No Limitation of Remedies

No right or remedy conferred upon or reserved to Send Me a Pro (including as set forth in Section 10.3 above) is intended to be, nor shall be deemed exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy. Nothing herein shall be construed to deprive Send Me a Pro of the right to recover damages as compensation for lost future profits. Termination of this Agreement will not end any obligation of either party that has come into existence before termination. All obligations of the parties which, by their terms, or by reasonable implication are to be performed in whole or in part after termination, shall survive termination.

10. MISCELLANEOUS PROVISIONS

10.1 Construction of Contract

Section headings in this Agreement are for reference purposes only and will not in any way modify the statements contained in any section of this Agreement. Each word in this Agreement may be considered to include any number or gender that the context requires.

10.2 Governing Law, Venue and Jurisdiction

This Agreement shall take effect upon its acceptance and execution by Send Me a Pro. Except to the extent governed by the United States Arbitration Act (9 U.S.C. § 1, et seq.), and the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C § 1050, et seq.), this Agreement, the franchise, and all claims arising from or in any way related to the relationship between Send Me a Pro, and/or any of its Related Parties, on the one hand, and you, and any of your owners, guarantors and/or affiliates, on the other hand, shall be interpreted and construed under the laws of the State of Florida, which laws shall prevail in the event of any conflict of law, except that any law

regulating the sale of franchises or governing the relationship of a franchisor and its franchise, will not apply unless jurisdictional requirements are met independently without reference to this paragraph.

In the event the arbitration clause set forth in Section 11.8 is inapplicable or unenforceable, and subject to Send Me a Pro's rights, as outlined in Section 11.9, the following provision shall govern: The parties hereby expressly agree that the United States District Court for the Southern District of Florida, or if such court lacks subject matter jurisdiction, the Eleventh Judicial Circuit Court in and for Miami-Dade County, Florida, shall be the exclusive venue and exclusive proper forum in which to adjudicate any case or controversy arising out of or related to, either directly or indirectly, this Agreement, ancillary agreements, or the business relationship between the parties. The parties further agree that, in the event of such litigation, they will not contest or challenge the jurisdiction or venue of these courts. You acknowledge that this Agreement has been entered into in the State of Florida and that you are to receive valuable and continuing services emanating from Send Me a Pro's headquarters in Florida. Without limiting the generality of the foregoing, the parties waive all questions of jurisdiction or venue for the purposes of carrying out this provision.

10.3 Notices

The parties to this Agreement shall direct any notices to the other party at the Delivery Address specified below that party's name on the final page of this Agreement, or at another address if advised in writing that the address has been changed. The parties shall notify each other in writing of any Delivery Address changes. Notices may be delivered by facsimile (with simultaneous mailing of a copy by first class mail), by electronic mail (with simultaneous mailing of a copy by certified mail), courier, federal express, or first class mail. Notice by facsimile and electronic mail will be considered delivered upon submission, by courier, upon delivery, and by certified mail three days after posting. Any notice by a means which affords the sender evidence of delivery or rejected delivery, shall be deemed to have been given at the date and time of receipt or rejected delivery.

10.4 Amendments

This Agreement may be amended only by a document signed by all of the parties to this Agreement or by their authorized agents.

10.5 No Waivers

No delay, waiver, omission or forbearance on the part of Send Me a Pro to exercise any right, option, duty, or power arising out of any breach of default by You under any of the terms, provisions, covenants, or conditions hereof shall constitute a waiver by Franchisor to enforce any such right, option, duty, or power as against You or as to subsequent breach or default by You. Subsequent acceptance by Send Me a Pro or any payments due to it hereunder shall not be deemed to be a waiver by Send Me a Pro of any preceding breach by You of any terms, provisions, covenants, or conditions of this Agreement.

10.6 Integration

This Agreement and all exhibits to this Agreement, constitute the entire agreement between the parties. This Agreement supersedes any and all prior negotiations, understandings representations

and agreements. No representations have induced You to execute this Agreement with Send Me a Pro Except for those permitted to be made unilaterally by Send Me a Pro hereunder, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require You to waive reliance on any representation that Send Me a Pro made in the most recent disclosure document (including its exhibits and amendments) (the “FDD”) that Send Me a Pro delivered to You or your Your representative, subject to any agreed-upon changes to the contract terms and conditions described in that disclosure document and reflected in this Agreement (including any riders or addenda signed at the same time as this Agreement).

You acknowledge that you are entering into this Agreement as a result of your own independent investigation and not as a result of any representations (with the exception of those representations made in the FDD) made by Send Me a Pro, its members, managers, officers, directors, employees, agents, representatives or independent contractors that are contrary to the terms set forth in this Agreement. You acknowledge that the FDD you received contained a copy of this Franchise Agreement and that you reviewed the FDD and Franchise Agreement at least fourteen (14) days (or such other time as applicable law requires) before you signed this Agreement. You further understand acknowledge and agree that any information you obtain from any Send Me a Pro franchisee, including relating to their sales, profit, cash flows, and/or expenses, does not constitute information obtained from Send Me a Pro, nor does Send Me a Pro make any representation as to the accuracy of any such information.

10.7 Negotiation and Mediation

10.7.1 Agreement to Use Procedure

The parties have reached this Agreement in good faith and in the belief that it is mutually advantageous to them. In the same spirit of cooperation, they pledge to try to resolve any dispute without litigation or arbitration. Other than an action by Send Me a Pro under Section 11.9 of this Agreement, the parties agree that if any dispute arises between them, before beginning any legal action or arbitration to interpret or enforce this Agreement, they will first follow the procedures described in this section. Good faith participation in these procedures to the greatest extent reasonably possible, despite lack of cooperation by one or more of the other parties, is a precondition to maintaining any legal action or arbitration to interpret or enforce this Agreement.

10.7.2 Initiation of Procedures

The party that initiates these procedures (“Initiating Party”) must give written notice to the other party, describing in general terms the nature of the dispute, specifying the Initiating Party’s claim for relief including the damages sought, and identifying one or more persons with authority to settle the dispute for him, her, or it. The party receiving the notice (“Responding Party”) has seven (7) days within which to designate by written notice to the Initiating Party one or more persons with authority to settle the dispute on the Responding Party’s behalf (the “Authorized Persons”).

10.7.3 Direct Negotiations

The Authorized Persons may investigate the dispute as they consider appropriate but agree to meet in-person at a location designated by Send Me a Pro within seven (7) days from the date of the designation of Authorized Persons to discuss resolution of the dispute. The Authorized Persons may meet at any times and places, and as often as they agree. If the dispute has not been resolved within ten (10) days after their initial meeting, either party may begin mediation procedures by giving written notice to the other party that it is doing so.

10.7.4 Selection of Mediator

The Authorized Persons will have seven (7) days from the date on which one party gives notice that he, she or it is beginning mediation within which to submit to one another written lists of acceptable mediators who are not associated with either of the parties. Within seven (7) days from the date of receipt of any list, the Authorized Persons must rank all the mediators in numerical order of preference and exchange the rankings. If one or more names are on both lists, the highest ranking one of these will be designated the mediator. If this process does not result in selection of a mediator, the parties agree jointly to request the arbitral organization designated in Section 11.8 to supply a list of qualified potential mediators. Within seven (7) days after receipt of the list, the parties must again rank the proposed mediators in numerical order of preference and must simultaneously exchange their lists. The mediator having the highest combined ranking shall be appointed as mediator. If the highest ranking mediator is not available to serve, the parties must go on to contact the mediator who was next highest in ranking until they are able to select a mediator.

10.7.5 Time and Place for Mediation

In consultation with the parties, the mediator shall promptly designate a mutually acceptable time and place for the mediation. Unless circumstances make it impossible, the time may not be later than thirty (30) days after selection of the mediator.

10.7.6 Exchange of Information

If either party to this Agreement believes he, she, or it needs information in the possession of another party to this Agreement to prepare for the mediation, all parties must attempt in good faith to agree on procedures for an exchange of information, with the help of the mediator, if required.

10.7.7 Summary of Views

At least seven (7) days before the first scheduled mediation session, each party must deliver to the mediator, and to the other party, a concise written summary of its views on the matter in dispute and on any other matters that the mediator asks them to include. The mediator may also request that each party submit a confidential paper on relevant legal issues, which may be limited in length by the mediator, to him or her.

10.7.8 Representatives

In the mediation, each party must be represented by an Authorized Person, who must physically

attend mediation, and may be represented by counsel. In addition, each party may, with permission of the mediator, bring with him, her or it any additional persons who are needed to respond to questions, contribute information, and participate in the negotiations.

10.7.9 Conduct of Mediation

The mediator shall advise the parties in writing of the format for the meeting or meetings. If the mediator believes it will be useful, after reviewing the position papers, the mediator shall give both himself or herself and the Authorized Persons an opportunity to hear an oral presentation of each party's views on the matter in dispute. The mediator shall assist the Authorized Persons to negotiate a resolution of the matter in dispute, with or without the assistance of counsel or others. To this end, the mediator is authorized both to conduct joint meetings and to attend separate private caucuses with the parties.

All mediation sessions will be strictly private. The mediator must keep confidential all information learned unless specifically authorized by the party from which the information was obtained to disclose the information to the other party. The parties commit to participate in the proceedings in good faith with the intention of resolving the dispute if at all possible.

10.7.10 Termination of Procedure

The parties agree to participate in the mediation procedure to its conclusion as set forth in this section. The mediation may be concluded (1) by the signing of a settlement agreement by the parties, (2) by the mediator's declaration that the mediation is terminated, or (3) by a written declaration of either party, no earlier than at the conclusion of a full day's mediation, that the mediation is terminated. Even if the mediation is terminated without resolving the dispute, the parties agree not to terminate negotiations and not to begin any legal action or seek another remedy before the expiration of five (5) days following the mediation. A party may begin arbitration within this period only if the arbitration might otherwise be barred by an applicable statute of limitations or in order to request an injunction from a Court of competent jurisdiction to prevent irreparable harm.

10.7.11 Fees of Mediator, Disqualification

The fees and expenses of the mediator must be shared equally by the parties. The mediator may not later serve as a witness, consultant, expert or counsel for any party with respect to the dispute, or any related or similar matter in which either of the parties is involved.

10.7.12 Confidentiality

The mediation procedure is a compromise negotiation or settlement discussion for purposes of federal and state rules of evidence. The parties agree that no stenographic, visual or audio record of the proceedings may be made. Any conduct statement, promise, offer, view or opinion, whether oral or written, made in the course of the mediation by the parties, their agents or employees, or the mediator, is confidential and shall be treated as privileged. No conduct, statement, promise, offer, view or opinion made in the mediation procedure is discoverable or admissible in evidence for any purpose, not even impeachment, in any proceeding involving either of the parties. However, evidence that would otherwise be discoverable or admissible will not be excluded from discovery

or made inadmissible simply because of its use in the mediation.

10.8 Arbitration

Except as provided in Section 11.9, and if not resolved by the negotiation and mediation procedures described in Section 11.7 above, any dispute, controversy, or claim between you and/or any of your Related Parties, on the one hand, and Send Me a Pro and/or any of Send Me a Pro's Related Parties, on the other hand, including, without limitation, any dispute, controversy, or claim arising under, out of in connection with or related to: (a) this Agreement; (b) the relationship of the parties; (c) the events leading up to the execution of this Agreement; (d) any loan or other finance arrangement between you and Send Me a Pro or its Related Parties; (e) the parties' relationship; (f) any System standard; (g) any claim based in tort or any theory of negligence; and/or (j) the scope or validity of the arbitration obligation under this Agreement, shall be determined in Florida, by the American Arbitration Association ("AAA"). This arbitration clause will not deprive Send Me a Pro of any right it may otherwise have to seek provisional injunctive relief from a court of competent jurisdiction.

10.8.1 The arbitration will be administered by the AAA pursuant to its Commercial Arbitration Rules then in effect by one (1) arbitrator. The arbitrator shall be an attorney with substantial experience in franchise law. If proper notice of any hearing has been given, the arbitrator will have full power to proceed to take evidence or to perform any other acts necessary to arbitrate the matter in the absence of any party who fails to appear.

10.8.2 In connection with any arbitration proceeding, each party will submit or file any claim which would constitute a compulsory counterclaim (as defined by the then-current Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim which is not submitted or filed in such proceeding will be forever barred.

10.8.3 Any arbitration must be on an individual basis and the parties and the arbitrator will have no authority or power to proceed with any claim as a class action, associational action, or otherwise to join or consolidate any claim with any claim or any other proceeding involving third-parties. If a court or arbitrator determines that this limitation on joinder of, or class action certification of claims is unenforceable then the agreement to arbitrate the dispute will be null and void and the parties must submit all claims to the jurisdiction of the courts in accordance with Section 11.8. The arbitration must take place in Miami-Dade County, Florida, or at such other location as Send Me a Pro designates.

10.8.4 The arbitrator must follow the law and not disregard the terms of this Agreement. The arbitrator may not consider any settlement discussions or offers that might have been made by either you or Send Me a Pro. The arbitrator may not, under any circumstance, (a) stay the effectiveness of any pending termination of this Agreement, (b) assess punitive or exemplary damages, (c) certify a class or a consolidated action, or (d) make any award which extends, modifies or suspends any lawful term of this Agreement, or any reasonable standard of business performance that Send Me a Pro sets. The arbitrator will have the right to make a determination as to any procedural matters as would a court of competent jurisdiction be permitted to make in the state in which the main office of Send Me a Pro is located. The arbitrator will also decide any factual, procedural, or legal questions relating in any way to the dispute between the parties, including, but not limited to, any decision as to whether Section 11.8 is applicable and enforceable as against the parties, subject matter, timeliness, scope, remedies, unconscionability, and any alleged fraud in the inducement.

10.8.5 The arbitrator can issue summary orders disposing of all or part of a claim, and provide for temporary restraining orders, preliminary injunctions, injunctions, attachments, claim and delivery proceedings, temporary protective orders, receiverships, and other equitable and/or interim/final relief. Each party consents to the enforcement of such orders, injunctions, etc., by any court having jurisdiction.

10.8.6 The arbitrator will have subpoena powers limited only by the laws of the State of Florida.

10.8.7 The parties ask that the arbitrator limit discovery to the greatest extent possible consistent with basic fairness in order to minimize the time and expense of arbitration. The parties to the dispute will otherwise have the same discovery rights as are available in civil actions under the laws of the State of Florida.

10.8.8 All other procedural matters will be determined by applying the statutory common laws and rules of procedure that control a court of competent jurisdiction in the state of Florida.

10.8.9 Other than as may be required by law, the entire arbitration proceedings (including but not limited to, any rulings, decisions or orders of the arbitrator), will remain confidential and will not be disclosed to anyone other than the parties to this Agreement.

10.8.10 The judgment of the arbitrator on any preliminary or final arbitration award will be final and binding and may be entered in any court having jurisdiction.

10.8.11 Send Me a Pro reserves the right, but has no obligation, to advance your share of the costs of any arbitration proceeding in order for such arbitration proceeding to take place and by doing so will not be deemed to have waived or relinquished Send Me a Pro's right to seek recovery of those costs against you.

10.8.12 The Arbitrator shall render a reasoned award unless otherwise requested by the parties. If Send Me a Pro requests a more detailed award, i.e. "findings of fact and conclusions of law," the parties shall evenly split the excess cost above the cost required for a reasoned award. However, if You request an award more detailed than a reasoned award, i.e. "findings of facts and conclusions of law," You shall bear the entire additional cost required for such award, which cost is above the cost for a reasoned award.

10.8.13 Should Send Me a Pro prevail in any arbitration, the Arbitrator shall require You to pay all expenses of Arbitration, as well as Send Me a Pro's attorneys' fees and costs.

10.9 Exceptions to Arbitration and Mediation

10.9.1 Notwithstanding the provisions of Sections 11.7 and 11.8 of this Agreement, Send Me a Pro shall be entitled, with a bond of not more than \$10,000, to the entry of temporary, preliminary and permanent injunctions, and orders of specific performance, enforcing the provisions of this Agreement in any court of competent jurisdiction relating to:
(a) Your, and/or any of Your Related Party's use of the Marks; (b) Your confidentiality and non-

competition covenants (Section 8); (c) Your obligations upon termination or expiration of the franchise; or (d) Transfer or assignment by You. If Send Me a Pro secures any such injunction (i.e. temporary restraining order, preliminary injunction, or permanent injunction) or order of specific performance, you agree to pay to Send Me a Pro an amount equal to the aggregate of Send Me a Pro's costs of obtaining such relief including, without limitation, reasonable attorneys' fees, costs of investigation and proof of facts, court costs, other litigation expenses, travel and living expenses, and any damages incurred by Send Me a Pro as a result of the breach of any such provision.

10.9.2 Further, at the election of Send Me a Pro or its affiliate, the mediation and arbitration provisions of Sections 11.7 and 11.8, inclusive of all subparts, shall not apply to: (a) any claim by Send Me a Pro relating to your failure to pay any fee due to Send Me a Pro under this Agreement; and/or (b) any claim by Send Me a Pro or its affiliate relating to use of the Proprietary Marks and/or the System, including, without limitation, claims for violations of the Lanham Act; and/or (c) any claim by Send Me a Pro relating to a breach of your confidentiality and/or non-competition obligations under this Agreement.

10.10 Injunctive Remedy for Breach

You recognize that You are a member of a Franchise Network and that Your acts and omissions may have a positive or negative effect on the success of other businesses operating under Send Me a Pro's Trade Name and in association with its Marks. Failure on the part of a single franchisee to comply with the terms of its Franchise Agreement is likely to cause irreparable damage to Send Me a Pro and to some or all of the other franchisees of Send Me a Pro. For this reason, You agree that if Send Me a Pro can demonstrate to a court of competent jurisdiction that there is a substantial likelihood of Your breach or threatened breach of any of the terms of this Agreement, Send Me a Pro will be entitled to an injunction restraining the breach or to a decree of specific performance, without showing or proving any actual damage and without the necessity of posting bond or other security, any bond or other security being waived hereby. Franchisor has the exclusive right to seek relief pursuant to this section in a court of competent jurisdiction as defined in section 11.2.2 of this Agreement or any other court of competent jurisdiction. Notwithstanding, if any Court of competent jurisdiction, as described herein, determines that a bond or other security is required, You agree that you will not seek bond or security in excess of \$10,000 and, in fact, will oppose any effort by a Court to impose a bond or security in excess of \$10,000.

10.11 Limitations of Actions

You may not maintain an arbitration against the Franchisor or its Related Parties unless: (a) You deliver written notice of any claim to the other party within one hundred eighty (180) days after the event complained of becomes known to You, or when you should have known of said event had you been reasonably diligent; (b) thereafter, You must follow the negotiation and mediation procedures described above; and (c) You file an arbitration within one (1) year after the notice is delivered. While this Section 11.11 may limit the applicable statute of limitations, it is not intended to extend any applicable statute of limitation in any way. The limitations set forth in this Section 11.11 shall not apply to Send Me a Pro, its affiliates or its Related Parties.

10.12 Attorneys' Fees and Costs

If legal action or arbitration is necessary, including any motion to compel arbitration, or action on appeal, to enforce the terms and conditions of this Agreement, or for violation of this Agreement, Send Me a Pro will be entitled to recover reasonable compensation for preparation, investigation costs, court costs, arbitral costs, and reasonable accountants, attorneys, attorneys' assistants, and expert witness fees incurred by Send Me a Pro. Further, if Send Me a Pro is required to engage legal counsel in connection with any failure by You to comply with this Agreement, You shall reimburse Send Me a Pro for any of the above-listed costs and expenses incurred by Send Me a Pro, regardless of whether Send Me a Pro files or compels mediation, arbitration or litigation.

10.13 Severability

Except as expressly provided to the contrary herein, each portion, section, part term, and/or provision of this Agreement shall be considered severable, and if for any reason, any section, part, term, and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of or have any other effect upon, such other portions sections parts terms, and/or provisions of this Agreement as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereto, and said invalid portions, sections, parts, terms, and/or provisions shall be deemed not to be a part of this Agreement.

10.14 Individual Dispute Resolution – No Class Action or Multi-Party Actions

Any legal action between or among the parties to this Agreement and any of their Related Parties shall be conducted on an individual basis and not on a consolidated or class-wide basis.

10.15 Waiver of Rights

THE PARTIES HERETO AND EACH OF THEM KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY AGREE AS FOLLOWS:

10.16 Jury Trial. The parties hereto and each of them EXPRESSLY WAIVE(S) THE RIGHT ANY MAY HAVE TO A TRIAL BY JURY IN ANY ARBITRATION, ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, FOR ANY CLAIMS RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, THE NEGOTIATION OF THIS AGREEMENT, THE EVENTS LEADING UP TO THE SIGNING OF THIS AGREEMENT, OR THE BUSINESS RELATIONSHIP RELATING TO THIS AGREEMENT OR THE FRANCHISE, WHETHER BROUGHT IN STATE OR FEDERAL COURT, WHETHER BASED IN CONTRACT THEORY, NEGLIGENCE OR TORT, AND REGARDLESS OF WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING. This waiver is effective even if a court of competent jurisdiction decides that the arbitration provision in Section 11.8 is unenforceable. Each party acknowledges that it has had full opportunity to consult with counsel concerning this waiver, and that this waiver is informed, voluntary, intentional, and not the result of unequal bargaining power.

10.16.1 Damages Waiver. The parties hereto and each of them EXPRESSLY WAIVE(S) ANY CLAIM FOR PUNITIVE, MULTIPLE AND/OR EXEMPLARY DAMAGES, *except that* this waiver and limitation shall not apply with respect to (a) your obligation to indemnify Send Me a Pro pursuant to any provision of this Agreement, and/or (b) any claims Send Me a Pro brings against you and/or your guarantors for unauthorized use of the Marks, unauthorized use or disclosure of any Confidential Information, unfair competition, breach of the non-competition covenant and any other cause of action under the Lanham Act and Send Me a Pro shall be entitled to receive an award of multiple damages, attorneys' fees and all damages as provided by law.

10.16.2 The parties hereto and each of them EXPRESSLY AGREE(S) THAT IN THE EVENT OF ANY FINAL DETERMINATION ADJUDICATION OR APPLICABLE ENACTMENT OF LAW THAT PUNITIVE MULTIPLE AND/OR EXEMPLARY DAMAGES MAY NOT BE WAIVED, ANY RECOVERY BY ANY PARTY IN ANY ARBITRATION OR OTHER FORUM SHALL NEVER EXCEED TWO (2) TIMES ACTUAL DAMAGES, *except that SEND ME A PRO* may recover more than two (2) times its actual damages if you commit acts of willful trademark infringement or otherwise violate the Lanham Act, as provided by law.

11.16.3 You hereby expressly waive any and all rights, actions or claims for relief under the Federal Act entitled "Racketeer Influenced and Corrupt Organizations," 18 U.S.C. § 1961, *et seq.* ("RICO").

11.16.4 You hereby expressly agree that the existence of any claims You may have against Send Me a Pro or its Related Parties, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Send Me a Pro of the covenants contained in this Agreement. You agree to pay all costs and expenses, including reasonable attorneys' fees, incurred by Send Me a Pro in connection with the enforcement of any covenant contained in this Agreement.

10.17 Approval and Guaranty Provision

If You are a corporation, all officers and shareholders, or, if You are a partnership, all Your general partners, or, if You are a limited liability company, all Your members, shall approve this Agreement, permit You to furnish the financial information required by Send Me a Pro, and agree to the restrictions placed on them including restrictions on the transferability of their interests in the franchise and the Send Me a Pro Representative Business and limitations on their rights to compete, and sign separately a Guaranty, guaranteeing Your payments and performance. Where required to satisfy our standards of creditworthiness, or to secure the obligations made under this Agreement, Your spouse or the spouses of Your Related Parties, may be asked to sign the Guaranty. Our form of Guaranty appears as Exhibit D to this Agreement.

10.18 Acceptance by Send Me a Pro

This Agreement will not be binding on Send Me a Pro unless and until an authorized management officer of Send Me a Pro has signed it.

10.19 Disclaimer of Representations

NO SALESPERSON, REPRESENTATIVE OR OTHER PERSON HAS THE AUTHORITY TO BIND OR OBLIGATE US EXCEPT OUR AUTHORIZED MANAGEMENT OFFICER BY A WRITTEN DOCUMENT. YOU ACKNOWLEDGE THAT NO REPRESENTATIONS, PROMISES INDUCEMENTS, GUARANTEES OR WARRANTIES OF ANY KIND WERE MADE BY US OR ON OUR BEHALF WHICH HAVE LED YOU TO ENTER INTO THIS AGREEMENT. YOU UNDERSTAND THAT WHETHER YOU SUCCEED AS A FRANCHISEE IS DEPENDENT UPON YOUR EFFORTS, BUSINESS JUDGMENTS, THE PERFORMANCE OF YOUR EMPLOYEES, MARKET CONDITIONS AND VARIABLE FACTORS BEYOND OUR CONTROL OR INFLUENCE. YOU FURTHER UNDERSTAND THAT SOME FRANCHISEES ARE MORE OR LESS SUCCESSFUL THAN OTHER FRANCHISEES AND THAT WE HAVE MADE NO REPRESENTATION THAT YOU WILL DO AS WELL AS ANY OTHER FRANCHISEE. YOU UNDERSTAND THAT SEND ME A PRO IS NOT A FIDUCIARY AND HAS NO SPECIAL RESPONSIBILITIES BEYOND THE NORMAL RESPONSIBILITIES OF A SELLER IN A BUSINESS TRANSACTION.

10.20 Receipt

The undersigned acknowledges receipt of this Agreement and the Franchise Disclosure Document, with exhibits, at least fourteen (14) calendar days (unless otherwise required by applicable law) before execution of this Agreement or Your payment of any monies to us refundable or otherwise.

10.21 Opportunity for Review by Your Advisors

You acknowledge that we have recommended, and that You have had the opportunity to obtain a review of this Agreement, and our Franchise Disclosure Document, by Your lawyer, accountant or other business advisor before execution hereof.

10.22 Execution of Agreements

Each of the undersigned parties warrants that it has the full authority to sign this Agreement. If You are a partnership, limited liability company or corporation, the person executing this agreement on behalf of such partnership, limited liability company or corporation warrants to us, both individually and in his capacity as partner member, manager or officer, that all of the partners of the partnership all of the members or managers of the limited liability company, or all of the shareholders of the corporation, as applicable, have read and approved this Agreement, including any restrictions which this Agreement places upon rights to transfer their interest in the partnership limited liability company or corporation.

10.23 Independent Investigation

You acknowledge that You have conducted an independent investigation of the franchised business contemplated by this Agreement and recognize that it involves business risks which make the success of the venture largely dependent upon Your business abilities and efforts. You acknowledge that You have been given the opportunity to clarify any provision of this Agreement that You may not have initially understood and that we have advised You to have this Agreement reviewed by an

attorney.

10.24 No Guarantee of Earnings

You understand that neither Send Me a Pro nor any of our representatives and/or agents with whom You have met have made and are not making any guarantees express or implied, as to the extent of your success in Your franchised business, and have not and are not in any way representing or promising any specific amounts of earnings or profits in association with Your franchised business.

10.25 No Personal Liability

You agree that fulfillment of any and all of our obligations written in this Agreement, or based on any oral communications which may be ruled to be binding in a court of law, shall be Send Me a Pro's sole responsibility and none of its agents, representatives, nor any individuals associated with it shall be personally liable to You for any reason.

10.26 Non-Uniform Agreements

Send Me a Pro makes no representations or warranties that all other agreements with Send Me a Pro System franchisees entered into before or after the Effective Date do or will contain terms substantially similar to those contained in this Agreement. You recognize, acknowledge, and agree that Send Me a Pro may waive or modify comparable provisions of other Franchise Agreements granted to other System franchisees in a non-uniform manner.

I'IN WITNESS TO THE PROVISIONS OF THIS FRANCHISE AGREEMENT, the undersigned have signed this Agreement on the date set forth in Section 1 hereof.

FRANCHISOR:
SEND ME A TRAINER FRANCHISING LLC
doing business as Send Me a Pro

FRANCHISEE:

By: _____
Name: Muhssin El-Yacoubi
Title: Chief Financial Officer
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Delivery Addresses for Notices:

Delivery Address for Notices:

Send Me a Trainer Franchising LLC
2125 Biscayne Boulevard, Suite 204 #7724
Miami, Florida 33137

Evan M. Goldman, Esquire
The Franchise Firm LLP
225 Wilmington West Chester Pike, Suite 200
Chadds Ford, Pennsylvania 19317

EXHIBIT A TO SEND ME A PRO AREA REPRESENTATIVE AGREEMENT

SELECTED BRAND AND DESCRIPTION OF AREA COMPRISING THE AREA REPRESENTATIVE TERRITORY AND MARKETS WITHIN THE TERRITORY

Franchise Offering. Franchisee has chosen to operate a:

____ Send Me a Trainer-Branded Area Representative

____ Send Me a Pro-Branded Area Representative

Territory:

Markets within the Territory:

Send Me a Pro: _____
Representative: _____

EXHIBIT B TO SEND ME A PRO AREA REPRESENTATIVE AGREEMENT

REPRESENTATIVE SCHEDULE

YEAR	NUMBER OF SEND ME A PRO TERRITORIES TO BE OPENED	CUMULATIVE NUMBER OF SEND ME A PRO TERRITORIES
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		

Representative agrees to maintain the number of Send Me a Pro Businesses and Pilot Business, open and operating, at the number set forth above.

Representative shall be in compliance with this Schedule above if the Cumulative Number of Send Me a Pro territories for each year is met, even in the Number of Send Me a Pro territories to Be Opened is less than required for that year. (For example, if 6 territories are opened in Year 1 and only 5 were required to be opened, then in Year 2, if the Schedule called for 5 territories to be opened that year, Representative will be in compliance with this Schedule if only 4 territories are opened in Year 2, so long as all 10 territories are open and operating at the end of Year 2.)

Representative shall not open or sell any Send Me a Pro territories in the Territory that is in excess of the number listed in this Representative Schedule without the prior written approval of Send Me a Pro.

Send Me a Pro: _____
Representative: _____

EXHIBIT C TO SEND ME A PRO AREA REPRESENTATIVE AGREEMENT

INITIAL AREA REPRESENTATIVE FEE

In consideration of the granting of the rights described herein, Representative shall pay to Send Me a Pro an Initial Area Representative Fee in the amount of \$_____, due at the time of execution of this Agreement.

Send Me a Pro: _____
Representative: _____

EXHIBIT D TO SEND ME A PRO AREA REPRESENTATIVE AGREEMENT

PRINCIPAL OWNER'S GUARANTY

This Guaranty must be signed by each of the principal owners, and their spouses, (referred to as “you” or “your” for purposes of this Guaranty only) of _____ (the “Business Entity”) under the Area Representative Agreement dated _____ (the “Agreement”) with Send Me a Trainer Franchising LLC, a Delaware limited liability company (“we,” “us,” or “our”).

1. **Incorporation of Terms.** Each term of the Agreement is incorporated into this Guaranty.

2. **Guaranty.** In consideration of and as an inducement to us signing and delivering the Agreement, each of you signing this Guaranty personally and unconditionally: guarantee to us and our successors and assigns that (a) the Business Entity will punctually pay and perform every obligation and obey every restriction and covenant set forth in the Agreement and (b) each of you agrees to be personally bound by, and personally liable for the breach of, each and every obligation, restriction and covenant in the Agreement.

3. **Payment.** If the Business Entity fails to make any payment when due or otherwise defaults under any of the terms of the Agreement, immediately upon demand, you will pay to us the full amount owed, plus any interest or penalty allowed under the Agreement. All payments are made without set-off, deduction or withholding for any reason, and are final and free from any defense, claim or counterclaim of you, except the defense that the Business Entity has paid all obligations in full.

4. **Waivers.** Each of you waives: (a) acceptance and notice of acceptance by us of your obligations under this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed by you; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by you; (d) any right you may have to require that an action be brought against the Business Entity or any other person as a condition of your liability; (e) all rights to payments and claims for reimbursement or subrogation which you may have against the Business Entity arising as a result of your execution of and performance under this Guaranty; and (f) all other notices and legal or equitable defenses to which you may be entitled in your capacity as guarantors.

5. **Consents and Agreements.** Each of you consents and agrees that: (a) your direct and immediate liability under this Guaranty are joint and several; (b) you must render any payment or performance required under the Agreement upon demand if the Business Entity fails or refuses punctually to do so; (c) your liability will not be contingent or conditioned upon our pursuit of any remedies against the Business Entity or any other person; (d) your liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which we may periodically grant to the Business Entity or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims and no such indulgence will in any way modify or amend this Guaranty; and (e) this Guaranty will

continue and is irrevocable during the term of the Agreement and, if required by the Agreement, after its termination or expiration.

6. **Enforcement Costs.** If we are required to enforce this Guaranty in any judicial or arbitration proceeding or any appeals, you must reimburse us for our enforcement costs. Enforcement costs include reasonable accountants', attorneys', attorney's assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, arbitration filing fees, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Guaranty.

7. **Effectiveness.** Your obligations under this Guaranty are effective on the Agreement Date, regardless of the actual date of signature. Terms not otherwise defined in this Guaranty have the meanings as defined in the Agreement. This Guaranty is governed by Florida law and we may enforce our rights regarding it in the courts of Miami-Dade County, Florida. Each of you irrevocably submits to the jurisdiction and venue of such courts.

Each of you now signs and delivers this Guaranty effective as of the date of the Agreement regardless of the actual date of signature. Each of the undersigned Guarantors represents and warrants that, if no signature appears below for such Guarantor's spouse, such Guarantor is not married.

Signature of Each Guarantor and Spouse	Percentage of Ownership in Area Representative
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

**EXHIBIT B TO SEND ME A TRAINER FRANCHISING LLC.
FRANCHISE DISCLOSURE DOCUMENT**

Send Me a Pro ®

FRANCHISE AGREEMENT

SEND ME A TRAINER FRANCHISING LLC FRANCHISE AGREEMENT

This Send Me a Trainer Franchising LLC Franchise Agreement (this "Agreement") is entered into this day of _____, 2025 (the "Effective Date") between Send Me a Trainer Franchising LLC, a Delaware limited liability company ("We" or "Us") and _____, a(n) _____ ("You").

WITNESSETH:

WHEREAS, as the result of the expenditure of time, skill, effort and money, we have developed and own a unique and distinctive proprietary system under the name "Send Me a Pro" which offers a Franchise which provides access to home services providers within a defined trade area. (hereinafter, collectively, the "System");

WHEREAS, the distinguishing characteristics of the System include, without limitation, color scheme; proprietary products and curriculum; proprietary classes and special camps; uniform standards, specifications, and procedures for operations; proprietary trade practices, trade dress and know-how; quality and uniformity of products and services offered; procedures for inventory, management and financial control; training and assistance; and advertising and promotional programs; all of which may be changed, improved, and further developed by us from time to time;

WHEREAS, the System is identified by means of certain trade names, service marks, trademarks, logos, emblems and indicia of origin, including, but not limited to, the mark "Send Me a Pro" and such other trade names, service marks, and trademarks as are now designated (and may hereafter be designated by us in writing) for use in connection with the System (hereinafter referred to as "Marks", and, together with the System and the Manual (defined below), collectively, the "Intellectual Property");

WHEREAS, we will continue to develop, use and control the use of such Marks in order to identify for the public the source of services and products marketed thereunder and under the System, and to represent the System's high standards of quality, appearance and service;

WHEREAS, you understand and acknowledge the importance of our high standards of quality, cleanliness, appearance and service and the necessity of operating the business franchised hereunder in conformity with our standards and specifications; and

WHEREAS, you desire to use the System in connection with the operation of a Send Me a Pro Franchise in the territory accepted by us as herein provided, as well as to receive the training and other assistance provided by us in connection therewith.

NOW, THEREFORE, the parties, in consideration of the mutual undertakings and commitments set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. INCORPORATION OF RECITALS

The recitals set forth above are true and correct and are hereby incorporated by reference into this Agreement.

You hereby warrant, represent, covenant, and acknowledge to us that:

You have had no part in the creation or development of the System, the Marks or any other proprietary information provided by us.

You are entering into this Agreement after having made an independent investigation of our operations, and not upon any representation as to the sales, profits, or earnings which you might realize.

We have not made any representations or promises to you which are not contained in this Agreement or the Franchise Disclosure Document you received, and you have not relied upon, nor have we made, any warranties, expressed or implied, as to the potential success of the business contemplated herein.

You understand that the System is continually evolving and that we have the right to make changes therein from time to time as we may deem appropriate.

Our obligations and your rights pursuant to this Agreement are expressly conditioned upon the truth of the warranties and representations set forth above at the time of execution of this Agreement, their continued truth throughout the initial term of this Agreement, and any renewals or extensions of this Agreement.

2. DEFINITIONS.

Capitalized terms used in this Agreement are defined in the body of this Agreement.

3. GRANT OF FRANCHISE.

We hereby grant you a franchise (your “Franchise”) for the right and license to develop, own and operate a Send Me a Pro Business to operate a marketplace of home services within a defined trade area (a “Send Me a Pro Business”). You will operate your Franchise within a territory that we approve. We reserve all rights not expressly granted to you.

Nothing contained herein accords you any right, title or interest in or to the Marks, System, marketing and operational techniques, service concepts, proprietary information or goodwill of ours, except such rights as may be granted hereunder. THIS AGREEMENT GRANTS YOU ONLY THE RIGHT TO OPERATE THE FRANCHISED BUSINESS AT YOUR OUTLET AND NOWHERE ELSE UNLESS WE SPECIFICALLY ALLOW YOU TO OFFER SEND ME A PRO SERVICES AND PRODUCTS ELSEWHERE. ALL OTHER RIGHTS ARE RETAINED BY AND RESERVED TO US.

We reserve the right to develop other systems involving similar or dissimilar services or goods, under dissimilar service marks, trademarks and trade names belonging to us, without necessarily granting you any rights in those systems. We reserve all rights to market and sell SEND ME A PRO Services and Products through other channels of distribution anywhere, including within your Territory.

4. TERRITORIAL RIGHTS AND LIMITATIONS.

With respect to in-person services, only, this Agreement grants you a protected territory (“Territory”), which means that during the term of the Franchise Agreement, we will not establish or franchise others to establish another Send Me a Pro Business within your Territory nor allow another Send Me a Pro Business to perform services within your trade area. You will not receive a protected territory for online services, as all franchisees can promote live, online services nationwide.

The population data contained in this section of the agreement will be calculated from the most recent census data from the census.gov website. We make no claims of the accuracy the data contained on the census.gov website but you agree to allow this data for use in determining your territory. Your territory will contain only a zip code or adjacent zips codes creating a territory with a population of individuals up to 74,999. For a Territory over 50,000 individuals you must pay us a Territory fee described in Section 5 of this agreement. For areas with a population over 74,999 you must sign an additional agreement.

For the purposes of sales credit and customer acceptance, you are obligated to verify that any services or instructions are performed only within the zip code boundaries of your Territory. We have the right to charge you, and if applicable, credit the appropriate franchisee for any service revenue derived from services performed outside your assigned territory boundaries.

Beginning with the 13th month of operation of the franchised business, you must maintain the Minimum Weekly Gross Sales requirement listed below during the term of this Agreement and all subsequent renewal agreements or extensions of your Franchise Agreement. In addition, you must achieve a sales growth CAGR (compounded annual growth rate) of at least 2% over the term of the Franchise Agreement, any renewal agreement or any extension. This CAGR is measured on a calendar basis beginning in the year your renewal agreement is signed. Send Me a Pro may reduce the size of your territory if you fail to maintain the foregoing sales level requirements, except in the event that local economic conditions and/or extenuating circumstances materially affect growth potential which, in our sole discretion, affects your ability to meet such sales growth levels, or if you fail to service all of the customers throughout the entire territory in a fair and equitable manner.

Period from commencement of Franchised Business	Minimum weekly Gross Sales
Months 1-12	No Minimum
Months 13-24	\$1,500
Months 25-48	\$3,000
Months 49-60	\$4,500
Month 61 and thereafter	\$5,500

5. TERM AND RENEWAL.

5.1. Generally. The term of this Agreement will begin on the Effective Date and expire ten (10) years thereafter (the “Term”). If this Agreement is the initial franchise agreement for your Business, you may enter into a maximum of one (1) successor franchise agreement (each, a “Successor Agreement”) as long as you meet the conditions for renewal specified below. The Successor Agreement shall be the current form of franchise agreement that we use in granting Send Me a Pro Franchises as of the expiration of the Term. If at the time of such expiration of the Term, we are not granting franchises, then the Successor Agreement will be in a form selected by us which previously shall have been delivered to and executed by a franchisee or licensee of us. The terms and conditions of the Successor Agreement may vary materially and substantially from the terms and conditions of this Agreement. A renewal term will be five (5) years, for a maximum total term of 15 years (although the parties may mutually agree to renew the franchise for an additional period of time beyond the 15-year contractual period). You will have no further right to operate your Business following the expiration of the final renewal term unless we grant you another franchise at our sole discretion. If this Agreement is a Successor Agreement, the renewal provisions in your original franchise agreement will dictate the length of the Term of this Agreement as well as your remaining renewal rights, if any.

5.2. Renewal Requirements. In order to enter into a Successor Agreement, you and the Owners (as applicable) must: (i) notify us in writing of your desire to enter into a Successor Agreement not less than 120 days nor more than 180 days before the expiration of the Term; (ii) not be (nor, if an Entity, your Owner(s) be) in default under this Agreement or any other agreement with us or any affiliate of ours at the time you send the renewal notice or the time you sign the Successor Agreement; (iii) sign the Successor Agreement and all ancillary documents that we require franchisees to sign; (iv) sign a General Release in form and substance satisfactory to us; (v) complete any required refresher training program; (vi) if we require, purchase new equipment to comply with our then current standards and specifications; (vii) have the right under your lease to maintain possession of your premises for the duration of the renewal term; (viii) take any additional action that we reasonably require.; and (ix) pay us a renewal fee of 25% of the then current initial franchise fee. If you are at the end of your current term, but do not meet the standard renewal conditions in Section 4, you may, at the discretion of Send Me a Pro, be given a one-year term or an extension of your present agreement for an opportunity to improve your franchised business and meet the standard renewal conditions.

5.3. Interim Term. If you do not sign a Successor Agreement after the expiration of the Term and you continue to accept the benefits of this Agreement, then at our option, this Agreement may be treated either as: (i) expired as of the date of the expiration with you then operating without a franchise to do so and in violation of our rights; or (ii) continued on a month-to-month basis (the “Interim Term”) until either party provides the other party with 30 days’ prior written notice of the party’s intention to terminate the Interim Term. In the latter case, all of your obligations will remain in full force and effect during the Interim Term as if this Agreement had not expired, and all obligations and restrictions imposed on you upon the expiration or termination of this Agreement will be deemed to take effect upon the termination of the Interim Term. Except as otherwise permitted by this Section 5, you have no right to continue to operate your Franchise following the expiration of the Term.

6. TRAINING AND CONFERENCES.

6.1. Initial Training Program. The Designated Manager and all of your employees that we specify will be given access to our initial training program. They must successfully complete our initial training program within 90 days after the Effective Date. We will provide initial tuition-free training for a total of two (2) individuals. We will train additional persons at a tuition rate of two thousand dollars (\$2,000) per person. You, if you are an individual (or at least one of your shareholders or members if you are a corporation or limited liability company), must attend and complete the initial training program to our satisfaction. For no additional fee, we will also provide you with access to our training team on an “as needed” basis via telephone and Internet. Our representative will be available during normal business hours by phone and e-mail.

6.2. On-Site Training. If you request, that we provide on-site training at your Franchise and we agree to do so, you agree to reimburse us for all reasonable travel, meals, lodging and other expenses that we incur in providing the on-site training. You must also pay us a per pro fee that starts at five hundred (\$500) per day per pro that we send to you for this training. These amounts are due 10 days after invoicing.

6.3. Other Training. If you request that we provide training for you or your employees and we agree to do so. You must pay us a per pro fee that starts at five hundred (\$500) per day per pro for this training. You agree to pay for all reasonable travel, meals, lodging and other expenses that you incur while training. These amounts are due 10 days after invoicing.

6.4. Conferences. We may, in our sole discretion, hold a mandatory annual conference at our headquarters or at a location we determine, no more than once per year, which will last approximately one to three (1 to 3) days. We will determine the topics and agenda of the annual conference, which generally will include updating our franchisees on new developments affecting them and exchanging information between our franchisees and our personnel concerning the operations and programs of the System. You must pay us five hundred (\$500) to attend this conference. We reserve the right to increase the cost of this as our costs may increase to implement it.

6.5. Expenses. You are responsible for all food, lodging and travel costs that your Owners and employees incur while attending any training program or conference.

7. OTHER FRANCHISOR ASSISTANCE.

7.1. Training. We will provide access to the training described in Section 6 of this Agreement.

7.2. Manual. During the Term, we will grant you electronic access to our confidential and proprietary Send Me a Pro Operations Manual (the “Manual”). The Manual will help you establish and operate your Franchise. The information in the Manual is confidential and proprietary and may not be disclosed to third parties without our prior approval.

7.3. Additional Assistance Upon Request. Upon your written request, we may provide additional assistance or training to you at a mutually convenient time. If we agree to provide this additional assistance or training at your Franchise, you must reimburse us for all costs that we incur for food, lodging and travel. These expense reimbursements are due 10 days after invoicing.

7.4. General Guidance. Based upon our periodic inspections of your Franchise or reports that you submit to us, we will provide our guidance and recommendations on ways to improve the marketing and/or operation of your Franchise.

7.5. Send Me a Pro Network Systems. We will provide you with access to our integrated web-based

business management system that will assist you in operating your Franchise, including (if available) our corporate Intranet from which you can connect to all aspects of the Send Me a Pro Network System. We reserve the right to modify, update, supplement, eliminate or replace the Send Me a Pro Network System or any of its components and you agree to do the same upon notice from us. Currently, you must pay various licensors initial and ongoing license fees to use the various programs that comprise the Send Me a Pro Network System other than the corporate Intranet system (for which you pay our affiliate a \$500 monthly plus \$10 per month for each email address as a Technology and Software Fee, which is subject to change).

7.6. Website and Social Media. We will maintain the Send Me a Pro website to promote the services and products offered at Send Me a Pro Businesses. We will include the information about your Franchise that we deem appropriate. We may modify the content of and/or discontinue the website at any time in our sole discretion. We will include a zip locator and a link to your personal Send Me a Pro Franchise Website (your "Sitelet"). Your Sitelet will include information relating to your specific business location and select content that we provide from our Website. Your Sitelet will also showcase the Send Me a Pro products and services. We establish and set up your Sitelet. You may not establish or maintain any other Website or engage in any other electronic marketing of products or services without our prior written approval. We reserve the right to change the requirements relating to your Sitelet at any time. You may not create a social media account in association with your Send Me a Pro Franchise without express written consent. In the event where we see it necessary to create a social media account for your location we will create it or authorize you to create it and we must be given permanent administrative access to all social media accounts in order for us to post, publish and promote content as we determine.

7.7. Purchase Agreements. We may, but need not, negotiate purchase agreements with suppliers to obtain discounted prices for us and Send Me a Pro Franchisees. If we succeed in negotiating a purchase agreement, we will arrange for you to be able to purchase the goods directly from the supplier at the discounted prices that we negotiate (subject to any rebates the supplier pays to us). We may also purchase certain items from suppliers in bulk and resell them to you, plus shipping fees.

7.8. Private Label Goods. We may, but need not, develop Send Me a Pro branded products and merchandise for sale at your Franchise. If we do so, you agree to maintain a reasonable inventory of these items at your Franchise at all times.

8. ESTABLISHING YOUR FRANCHISE

8.1. Site Selection. You are not required to have a physical commercial location for your Send Me a Pro Business. If you do establish a commercial location where employees or customers have access you must meet our standards as set in our operation manual. This location, if utilized, must be in your territory and be approved by us prior to use. You may operate your Send Me a Pro Business from any location if it is not open to the public or your customer.

8.2. Operating Assets. You agree to use in your operations of Send Me a Pro Franchise, and only those Operating Assets that we approve for Send Me a Pro Franchises as meeting our specifications and standards for quality, design, appearance, function, and performance. You agree to place or display in the business or vehicles (interior and exterior) only the signs, emblems, lettering, logos, and display materials that we approve from time to time. You agree to purchase or lease approved brands, types, or models of Operating Assets only from suppliers we designate or approve (which may include or be limited to us and/or our affiliates).

8.3. Telephone. You must obtain a new telephone number with "call-waiting service" and telephone listing at your expense, to be listed under the Send Me a Pro name and not under your corporate, limited liability company, or individual name, to be used exclusively in connection with your operation of the business. Upon the expiration, transfer or termination of this Agreement for any reason, you will terminate your use of such telephone number and listing and assign the same to us or our designee. You must answer the telephone in the manner we specify in the Operations Manual.

8.4. Computer Software and Hardware. You will purchase and use any and all computer software programs ("Software") which we have developed or may develop and/or designate for use for the System and will purchase such computer hardware as we designate and as may be necessary for the efficient operation of the Software. We have the right to require you to update or upgrade computer hardware components and/or Software as we deem necessary from time to time but not more than once per calendar year. In addition, we have the right to require you to enter into a separate maintenance agreement for such

computer hardware and/or Software.

8.5. Opening. You must open your Franchise to the public within 90 days after the Effective Date. You may not open your Franchise before: (i) successful completion of the initial training program by your Designated Manager; (ii) you purchase all required insurance and provide insurance certificates naming Send Me a Trainer Franchising LLC as an additional insured; (iii) you obtain all required licenses, permits and other governmental approvals and a copy of all such license, permits and approvals are in your business files or are displayed when required. We may conduct a pre-opening inspection of your Franchise and you agree to make any changes we require before opening. **BY VIRTUE OF OPENING YOUR FRANCHISE, YOU ACKNOWLEDGE THAT WE HAVE FULFILLED ALL OF OUR PRE- OPENING OBLIGATIONS TO YOU.**

8.6. Initial Equipment & Supplies. You are required to purchase from us or our supplier(s) an initial inventory of required instructional equipment, and supplies. This may include computers and related supplies and other items as deemed necessary. In addition, you will be required to purchase locally, equipment and supplies in the amount of approximately \$500 for a total initial equipment & supplies purchase of approximately \$1,400 to \$3,000. You will also need to purchase the initial startup marketing kit ranging from \$2,000 to \$5,000 that will include all the items that you need to start your local marketing initiatives.

9. MANAGEMENT AND STAFFING.

9.1. Owner Participation. You acknowledge that a major requirement for the success of your Business is the active, continuing, and substantial personal involvement and hands-on supervision by your Designated Manager. The Designated Manager must at all times be actively involved in the operation of the Business on a full-time basis for the first full six (6) months of operations unless we authorize you to delegate management functions to a Manager. Any new Designated Manager that we approve must successfully complete the initial training program pursuant to Section 6.1. The Designated Manager must be the owner, member of the managing LLC, officer of the managing corporation unless otherwise authorized in writing by us.

9.2. Managers. You may hire a manager to assume responsibility for the daily supervision and operation of your Business (a "Manager"), but only if: (i) we approve the Manager in our commercially reasonable discretion; (ii) the Manager meets our minimum qualifications and requirements for managers (including holding all licenses necessary to manage the Franchise); (iii) the Manager successfully completes the initial training program; (iv) the Manager signs a Brand Protection Agreement; and (v) the Designated Manager agrees to assume responsibility for the supervision and operation of your Business if the Manager is unable to perform his or her duties due to death, disability, termination of employment, or for any other reason, until such time that you obtain a suitable replacement Manager.

9.3. Employees. You must hire, train, and supervise honest, reliable, competent and courteous employees for the operation of your Franchise. You must pay all wages, commissions, fringe benefits, worker's compensation premiums and payroll taxes (and other withholdings required by law) due for your employees. These employees will be employees of yours and not of ours. You must ensure that a sufficient number of trained employees are available to meet the operational standards and requirements of your Franchise at all times. You must ensure that your employees perform their duties in compliance with the terms of the Manual and any other materials applicable to employees that we communicate to you. You may give your employees only the minimum amount of information and material from the Manual that is necessary to enable them to perform their assigned tasks. You must ensure that your employees do not make or retain any copies of the Manual or any portion of the Manual. We do not control the day to day activities of your employees or the manner in which they perform their assigned tasks. We also do not control the hiring or firing of your employees. You have sole responsibility and authority for all employment related decisions, including employee selection and promotion, hours worked, rates of pay and other benefits, work assignments, training and working conditions. You must require that your employees review and sign the acknowledgment form we prescribe that explains the nature of the franchise relationship and notifies the employee that you are his or her sole employer.

9.4. Interim Manager. We have the right, but not the obligation, to designate an individual of our choosing (an "Interim Manager") to manage your Franchise if either: (i) your Designated Manager ceases to perform the responsibilities of a Designated Manager (whether due to retirement, death, disability, or for any other reason) and you fail to find an adequate replacement Designated Manager within 30 days; or (ii) you

are in material breach. The Interim Manager will cease to manage your Franchise at such time that you hire an adequate replacement Designated Manager who has completed training, or you cure the material breach, as applicable. The Interim Manager will have no liability to you except for gross negligence or willful misconduct. We will have no liability to you for the activities of an Interim Manager unless we are grossly negligent in appointing the Interim Manager.

10. FRANCHISEE AS ENTITY.

If you are an Entity, you agree to provide us with a list of all of your Owners. All Owners of the Entity (whether direct or indirect) are jointly and severally responsible for the Entity's performance of this Agreement and each Owner is bound by all of the terms of this Agreement. Upon our request, you must provide us with a resolution of the Entity authorizing the execution of this Agreement, a copy of the Entity's organizational documents and a current Certificate of Good Standing (or the functional equivalent thereof). You represent that the Entity is duly formed and validly existing under the laws of the state of its formation or incorporation, and, if different, duly authorized as a foreign entity to conduct business in the state in which your Franchise is located. The Entity's organizational documents must incorporate the transfer restrictions set forth in this Agreement as they pertain to a transfer of an interest in the Entity. Your Entity shall not use the name "Send Me a Pro" in the name of any such Entity or as part of any domain name or as part of an e-mail address, as it is a protected name. You will not be allowed to open a franchise with us as a sole proprietor or partnership.

11. FRANCHISE OWNER AGREEMENT.

If you are an Entity, all Owners (whether direct or indirect) and their spouses must sign a Franchise Owner Agreement.

12. ADVERTISING & MARKETING.

12.1. Brand Fund.

12.1.1. Permitted Uses. We reserve the right to establish and maintain a brand and system development and compliance fund (the "Brand Fund"). The Brand Fund may be used for any of the following purposes ("Permitted Activities"): (i) marketing, advertising and promotional materials (including social media); (ii) public and consumer relations and publicity; (iii) brand development; (iv) website, software and technology development and search engine optimization; (v) research and development of new equipment, technology, products, services, therapies and treatments; (vi) research and monitoring of laws and regulations applicable to Send Me a Pro Businesses; (vii) development and implementation of quality control programs; (viii); improvements to the System; (ix) and any other programs or activities that we deem necessary or appropriate to promote and improve the Send Me a Pro brand and the System or to improve the overall quality and legal compliance associated with the System. We will not use any fees deposited into the Brand Fund to defray any of our general operating expenses, except for such reasonable salaries (allocated based on time spent on Permitted Activities), administrative costs and overhead as we may incur in activities reasonably related to the administration of the Brand Fund and the Permitted Activities (which may include, without limitation: conducting market research, preparing and conducting television, radio, magazine, billboard, newspaper and other media programs and activities and employing advertising agencies, collecting and accounting for contributions to the Brand Fund, and paying for the preparation and distribution of financial accountings and marketing materials).

12.1.2. Administration. We will administer the Brand Fund. We have sole discretion in determining the content, concepts, materials, media, endorsements, frequency, placement, location and all other matters pertaining to any marketing or promotional activities paid for by the Brand Fund. We also have sole discretion in determining the other Permitted Activities paid for by the Brand Fund, provided that there is a reasonable relationship between these activities and overall efforts to

improve or promote the System. Any surplus of funds in the Brand Fund may be invested and we may lend money to the Brand Fund if there is a deficit. The Brand Fund is not a trust and we have no fiduciary obligations to you with respect to our administration of the Brand Fund. We have no obligation to make expenditures in your market area that are proportionate or equivalent to your contributions to the Brand Fund. A financial accounting of the operations of the Brand Fund, including deposits into and disbursements from the Brand Fund, will be prepared annually and made available to you upon request.

12.1.3.Contributions. On each Tuesday day of each week, you must pay us two percent (2% of your previous week's Gross Sales, which we will deposit into the Brand Fund. We will deposit into the Brand Fund contributions paid by you and other franchisees. Any company-owned Send Me a Pro Business may contribute to the Brand Fund on the same basis as our franchisees. However, if we modify the amount or timing of the contributions that must be made to the Brand **Fund, any company-owned** Send Me a Pro Business that is established or acquired after the modification may contribute to the Brand Fund utilizing the modified amount or timing.

12.2. Marketing Assistance from Us. We will assist you in formulating your grand opening marketing activities. We may create and make available to you advertising and other marketing materials for your purchase. We may use the Brand Fund to pay for the creation and distribution of these materials, in which case there will be no additional charge. We may make these materials available over the Internet (in which case you must arrange for printing the materials and paying all printing costs). Alternatively, we may enter into relationships with third party suppliers who will create the advertising or marketing materials for your purchase. We will provide reasonable marketing consulting, guidance and support throughout the Term on an as needed basis.

12.3. Your Marketing Activities

12.3.1.Grand Opening. During the period beginning 30 days before opening and ending 60 days after opening, you must spend at least (eight hundred) \$800 on advertising and other marketing activities to promote your Franchise. This amount does NOT include the marking kit you must buy which will cost at least (two thousand) \$2,000 but no more than (five thousand) \$5,000. We must approve all such advertising in accordance with Section 12.3.4. We will provide you with our suggestions and recommendations for grand opening advertising.

12.3.2.Territorial Advertising Restriction. You are not permitted to solicit customers and/or advertise outside your Territory, except to the extent that you have received our prior written authorization, which we will not unreasonably withhold. We may condition our authorization upon your agreement to offer System franchisees who are operating Business in Territories encompassed by the circulation base of the proposed advertising the opportunity to participate in, and share the expense of, such solicitation and/or advertising. You may not advertise your Business, or any Merchandise or Service offered by your Business via the Internet without our prior written consent, which may be given or withheld in our sole discretion.

12.3.3.Standards for Advertising. All advertisements and promotions that you create, or use must be completely factual and conform to the highest standards of ethical advertising and comply with all federal, state and local laws. You must ensure that your advertisements and promotional materials do not infringe upon the intellectual property rights of others.

12.3.4.Approval of Advertising. Before you use them, we must approve all advertising and promotional materials that we did not prepare or previously approve (including materials that we prepared or approved, and you modify). We will be deemed to have approved the materials if we fail to issue our disapproval within 14 days after receipt. You may not use any advertising or promotional materials that we have disapproved (including materials that we previously approved and later disapprove). If you use any advertising or promotional materials that we have not approved, we may impose the fine pursuant to Section 13.10.

12.3.5.Internet and Websites. At this time, we do not allow our franchisees to maintain their own websites or market their Send Me a Pro Businesses on the Internet or on any social media site that have not been approved or established by us. Accordingly, you may not maintain a website, conduct e-commerce, or otherwise maintain a presence or advertise on the Internet or any other public

computer network (including social network services and social media sites such as Facebook, Instagram, Twitter and LinkedIn) or through any other digital or electronic method of communication in connection with your Business, except for the accounts we establish on your behalf, which you will be granted access to manage unless you have written permission from us otherwise. You may utilize the online accounts that we have established on your behalf only in compliance with all of the guidelines that we specify. At any time, we may require that you sign an amendment to this Agreement that will govern your ability to maintain a website and/or market on the Internet. You agree to comply with any social media policy that we develop.

12.3.6. Local and Digital Marketing Requirement. In addition to the Brand Fund Contributions, you agree, at your sole cost and expense, to participate and conduct local grass roots marketing initiatives. We require a minimum of \$2,000 per month towards local and digital marketing.

13. OPERATING STANDARDS.

13.1. Generally. You agree to operate your Franchise: (i) in a manner that will promote the goodwill of the Marks; and (ii) in full compliance with our standards and all other terms of this Agreement and the Manual.

13.2. Operating Manual. You agree to establish and operate your Business in accordance with the Manual. The Manual may contain, among other things: (i) a description of the authorized goods and services that you may offer at your Franchise; (ii) mandatory and suggested specifications, operating procedures, and quality standards for products, services and procedures that we prescribe from time to time for Send Me a Pro Franchisees; (iii) minimum staffing requirements as well as minimum standards and qualifications for your employees and contractors; (iv) mandatory reporting and insurance requirements; (v) mandatory and suggested specifications for your Franchise; and (vi) a written list of goods and services (or specifications for goods and services) you must purchase for the development and operation of your Franchise and a list of any designated or approved suppliers for these goods or services. We can modify the Manual at any time. The modifications will become binding 30 days after we send you notice of the modification. All mandatory provisions contained in the Manual (whether they are included now or in the future) are binding upon you.

13.3. Authorized Goods and Services. You agree to offer all goods and services that we require from time to time in our commercially reasonable discretion. You may also add more services subject to our approval and such approval not to be unreasonably withheld. You may not offer any other goods or services at your Franchise without our prior written permission. You may not use your Franchise or permit your Franchise to be used for any purpose other than offering the goods and services that we authorize. We may, without obligation to do so, add, modify or delete authorized goods and services, and you must do the same upon notice from us. Our addition, modification or deletion of one or more goods or services shall not constitute a termination of the franchise or this Agreement.

13.4. Suppliers and Purchasing. You agree to purchase or lease all products, supplies, equipment, services and other items specified in the Manual from time to time. If required by the Manual, you agree to purchase certain goods and services only from suppliers designated or approved by us (which may include, or be limited exclusively to, us or our affiliate). You acknowledge that our right to specify the suppliers that you may use is necessary and desirable so that we can control the uniformity and quality of goods and services used, sold or distributed in connection with the development and ongoing operation of Send Me a Pro Businesses, maintain the confidentiality of our trade secrets, obtain discounted prices for our franchisees if we are able to do so, and protect the reputation and goodwill associated with the System and the Marks. If you want us to approve a supplier that you propose, you must send us a written notice specifying the supplier's name and qualifications and provide any additional information that we request. We will approve or reject your request within 60 days after we receive your notice and all additional information (and samples) that we require. We may require that the supplier agree to certain commercially reasonable conditions as a condition to our approval, including maintaining adequate insurance and signing a license agreement with us for the supply of any products bearing our Marks. You must reimburse us for all costs and expenses that we incur in reviewing a proposed supplier within 10 days after invoicing.

13.5. Equipment Maintenance and Changes. You agree to maintain all of your equipment in good condition and promptly replace or repair any equipment that is damaged, worn-out or obsolete. We may require that you replace, update or change your equipment, which may require you to make additional investments. You acknowledge that our ability to require franchisees to make significant changes to their

equipment is critical to our ability to administer and change the System and you agree to comply with any such required change within the time period that we reasonably prescribe.

13.6. Software and Technology. We can change the software or technology you must use at any time. At any time, we may also develop proprietary software or technology that must be used by all of our franchisees. If this occurs, you agree to enter into a license agreement with us (or an affiliate of ours) and pay us (or our affiliate) commercially reasonable licensing, support and maintenance fees. The terms of the license agreement will govern the terms pursuant to which you may utilize this software or technology. We also reserve the right to enter into a master software or technology license agreement with a third-party licensor and then sublicense the software or technology to you, in which case we may charge you for all amounts that we must pay to the licensor based on your use of the software or technology. We may pass through all software and technology development costs to our franchisees on a pro-rata basis. All fees and costs referenced in this Section comprise the “technology fee” (which also includes the fee listed in Section 7.5) and shall be due and payable to us or our affiliate within 10 days after invoicing or as otherwise specified by us from time to time.

13.7. Artificial Intelligence. You will not, without our written consent, utilize any generative artificial intelligence software, tools, or technologies, including natural language processing, deep learning algorithms, or machine learning models (“Generative AI”) directly or indirectly in the operation of the Franchised Business, including without limitation, in advertising, promotion, or marketing of the Franchised Business, communications with customers, business planning, analysis or optimization, or in any social media. You acknowledge and agree not to upload or share any Confidential Information (including any inputs of information containing trade secrets, sensitive confidential information, or personal information) with any unapproved third-party platforms, including Generative AI, except as authorized in writing by us. In addition, you shall prohibit your employees from using any Confidential Information in Generative AI. In the event you utilize any Generative AI, with or without prior approval from us, you shall comply with all laws applicable to such use, including without limitation, all trademark, copyright, and biometric laws, and shall not infringe upon or use intellectual property of a third party without appropriate authorization and attribution.

13.8. Maintenance. You agree to maintain your Franchise equipment and vehicles in good order and condition, reasonable wear and tear excepted, and make all necessary repairs, including replacements, renewals and alterations, at your sole expense, to comply with our standards and specifications. Without limiting the generality of the foregoing, you agree to comply with any maintenance, cleaning or upkeep schedule that we prescribe from time to time.

13.9. Hours of Operation. Your Franchise must be open during the minimum hours and days that we specify. You must establish specific hours of operation and submit those hours to us for approval.

13.10. Customer Complaints. If you receive a customer complaint, you must follow the complaint resolution process that we specify to protect the goodwill associated with the Marks.

13.11. Failure to Comply with Standards. You acknowledge the importance of every one of our standards and operating procedures to the reputation and integrity of the System and the goodwill associated with the Marks. If we notify you of a failure to comply with our standards or operating procedures and you fail to correct the non-compliance within the period of time that we require, then, in addition to any other remedies available to us under this Agreement, we may terminate your agreement as described in Section 22 of this Agreement.

14. FRANCHISE ADVISORY COUNCIL.

We may, but need not, create a franchise advisory council to provide us with suggestions to improve the System, including matters such as marketing, operations and new product or service suggestions. The advisory council will be established and operated according to rules and regulations we periodically approve, including procedures governing the selection of representatives of the advisory council who will communicate with us on matters raised by the advisory council.

15. FEES

15.1. Initial Franchise Fee. You agree to pay us a \$34,999 initial franchise fee in one lump sum at the time you sign this Agreement. If you are a successful existing business that is rolling your services onto the

Send Me a Pro platform or adding Send Me a Pro as an additional service, then you are eligible for our Rollup program and the Initial Franchise Fee will be waived. For Franchisees and Affiliates who would like to purchase three or more territories, the Franchise Fee for the third and additional territories will be discounted by \$5,000 if purchased together upfront and paid in full with the initial territory. We offer a \$2,500 credit towards future royalties for individuals who have had a managing or active training role in a Send Me a Pro unit for a minimum of a year and for honorably discharged, Veterans of U.S. Armed Forces and provide us a copy of DD214 for any principal of the Franchisee. The Initial Franchise Fee is deemed fully earned when it becomes due and payable and, once paid, shall be deemed non-refundable, in whole or in part.

15.2. Territory Fee. You must pay a Territory Fee if the population, according to the most recent US census is over 50,000. The Territory Fee will be \$0.40 per person for a population between 50,001 and 74,999 (resulting in a maximum Territory fee of \$10,000). If the population exceeds 74,999, we will require you to purchase an additional territory and execute a separate Franchise Agreement for that Territory. The Territory Fee is deemed fully earned when it becomes due and payable and, once paid, shall be deemed non-refundable, in whole or in part.

15.3. Royalty Fee. You agree to pay us a royalty fee equal to 6% of your previous week's Gross Sales from the immediately preceding billing period or (one hundred and fifty) \$150 whichever is greater after 120 days of operations. Prior to 120 days of operations, You agree to pay us a royalty fee equal to 6% of your previous week's Gross Sales from the immediately preceding billing period. Our current billing period is weekly, with payments due each Tuesday for Gross Sales generated during the prior week. We may change the billing period from time to time and/or due date. Any change to the billing period will apply to your royalty fee as well as your contributions to the Brand Fund, all of which are due each Tuesday. You agree to provide us with your business bank account and routing information. You agree to allow us to use EFT (electronic funds transfer) to collect all fees and payments in this Agreement. ("Gross Sales") means the total selling price of all revenue and income from the sale of all Send Me a Pro products and services and other related charges to your customers, whether or not sold or performed at or from your authorized Send Me a Pro location, and whether received in cash, check, credit card, coupon, in services in kind, from barter and/or exchange, on credit (whether or not payment is received) or otherwise. You may deduct from Gross Sales for purposes of this computation (but only to the extent they have been included) the amount of all sales tax receipts or similar tax receipts which, by law, are chargeable to customers, if the taxes are separately stated when the customer is charged and if the taxes are paid to the appropriate taxing authority. You may also deduct from Gross Sales the amount of any documented refunds, chargebacks, credits, charged tips, and allowances you give in good faith to your customers. All barter and/or exchange transactions in which you furnish products and/or services in exchange for products and/or services provided to you by a vendor, supplier, or customer will, for the purpose of determining Gross Sales, be valued at the full retail value of the products and/or services so provided to you.

15.4. Technology Fee. You agree to pay this Fee of \$500 per month plus \$10 per month per email address used from our domain. This is the same fee as referenced in Section 7.5. This amount is paid directly to our affiliate and is subject to change.

15.5. Other Fees and Payments. You agree to pay all other fees, expense reimbursements and other amounts specified in this Agreement in a timely manner as if fully set forth in this Section 15. You also agree to promptly pay us an amount equal to all taxes levied or assessed against us based upon goods or services that you sell or based upon goods or services that we furnish to you (other than income taxes that we pay based on amounts that you pay us under this Agreement).

15.6. Late Fee. If any sums due under this Agreement have not been received by us when due (or there are insufficient funds in your Account to cover any sums owed to us when due) then, in addition to those sums, you must pay us interest on the amounts past due at the rate equal to the lesser of 12% per annum (prorated on a daily basis), or the highest rate permitted by your State's law. If we do not specify a due date, then interest begins to run 10 days after we bill you. We will not impose a late fee for any amounts paid pursuant to Section 15.7 if, but only to the extent that, sufficient funds were available in your Account to be applied towards the payments at the time the payments became due and payable. However, we may impose a late fee for any amounts that we are unable to reasonably determine due to your failure to furnish us with a report

required by Section 17.3 within the required period of time or record sales in a timely manner, in which case we may assess a late fee on the entire amount that was due and payable. We may also assess you a \$50 administrative handling fee if any payment is returned for insufficient funds or is dishonored by a financial institution. You acknowledge that this Section 15.4 shall not constitute our agreement to accept the late payments after same are due, or a commitment by us to extend credit to or otherwise finance the operation of your Business.

15.7. Relocation Fee. You agree to pay us a \$2,500 relocation fee in one lump sum at any time during the term of the agreement that relocate your Send Me a Pro Franchise territory. Such payment is due at the moment you sign a lease, purchase agreement or other such agreement that is intended to acquire a new location for you Send Me a Pro Franchise.

15.8. Method of Payment. You must complete and send us an ACH Authorization Form allowing us to electronically debit a banking account that you designate (your "Account") for: (i) all fees payable to us pursuant to this Agreement (other than the initial franchise fee); and (ii) any amounts that you owe to us or any of our affiliates for the purchase of goods or services. Your Account does not need to be your primary business checking account. We will debit your Account for these payments on or after the due date. Our current form of ACH Authorization Form is attached to the Franchise Disclosure Document. You must sign and deliver to us any other documents that we or your bank may require to authorize us to debit your Account for these amounts. You must ensure that your Account has sufficient funds available for withdrawal by electronic transfer before each due date. If there are insufficient funds in your Account to cover all amounts that you owe, any excess amounts that you owe will be payable upon demand, together with any late charge imposed pursuant to Section 15.4.

15.9. Application of Payments. We have sole discretion to apply any payments from you to any past due indebtedness of yours or in any other manner we feel appropriate.

15.10. Fees Fully Earned. All fees payable to us pursuant to this Agreement shall be deemed fully earned when they become due and payable and, once paid, shall be deemed non-refundable, in whole or in part.

16. BRAND PROTECTION COVENANTS.

16.1. Reason for Covenants. You acknowledge that the Intellectual Property and the training and assistance that we provide would not be acquired except through implementation of this Agreement. You also acknowledge that competition by you, the Owners or persons associated with you or the Owners (including family members) could seriously jeopardize the entire franchise system because you and the Owners have received an advantage through knowledge of our day-to-day operations and Know-how related to the System. Accordingly, you and the Owners agree to comply with the covenants described in this Section to protect the Intellectual Property and our franchise system.

16.2. Our Know-how. You and the Owners agree: (i) neither you nor any Owner will use the Intellectual Property in any business or capacity other than the operation of your Franchise pursuant to this Agreement; (ii) you and the Owners will maintain the confidentiality of the System at all times; (iii) neither you nor any Owner will make unauthorized copies of documents containing any Intellectual Property; (iv) you and the Owners will take all reasonable steps that we require from time to time to prevent unauthorized use or disclosure of the Intellectual Property; and (v) you and the Owners will stop using the Intellectual Property immediately upon the expiration, termination or Transfer of this Agreement, and any Owner who ceases to be an Owner before the expiration, termination or Transfer of this Agreement will stop using the Intellectual Property immediately at the time he or she ceases to be an Owner.

16.3. Unfair Competition During Term. You and your Owners agree not to unfairly compete with us during the Term by engaging in any of the following activities ("Prohibited Activities"): (i) owning, operating or having any other interest (as an owner, partner, director, officer, employee, manager, consultant, shareholder, creditor, representative, agent or in any similar capacity) in any Competitive Business, other than owning an interest of five percent (5%) or less in a publicly traded company that is a Competitive Business; (ii) diverting or attempting to divert any business from us (or one of our affiliates or franchisees);

or (iii) inducing (a) any of our employees or managers (or those of our affiliates or franchisees) to leave their position or (b) any customer of ours (or of one of our affiliates or franchisees) to transfer their business to you or to any other person that is not then a franchisee of ours. “Competitive Business” shall mean any business, person or entity that is engaged, or planning or contemplating to engage within a period of twelve (12) months, in any business activity that is competitive with the business and business activities engaged in by us or our affiliates or franchisees.

16.4. Unfair Competition After Term. During the Post-Term Restricted Period (as hereinafter defined), you and your Owners agree not to engage in any Prohibited Activities. Notwithstanding the foregoing, you and your Owners may have an interest in a Competitive Business during the Post-Term Restricted Period as long as the Competitive Business is not located within the Restricted Territory and does not provide otherwise competitive goods or services from any site that is located within the Restricted Territory. If you or an Owner engage in a Prohibited Activity during the Post-Term Restricted Period (other than having an interest in a Competitive Business that is permitted under this Section), then the Post-Term Restricted Period applicable to you or the non-compliant Owner, as applicable, shall be extended by the period of time during which you or the non-compliant Owner, as applicable, engaged in the Prohibited Activity. For purposes of this Section 16, the term “Post-Term Restricted Period” shall mean two (2) years following the termination or expiration of this Agreement, or the “Transfer” of this Agreement pursuant to Section 21 hereof. For purposes of this Section 16, the term “Restricted Territory” means the geographic area within: (i) a 15-mile radius from Franchisee’s Send Me a Pro Business (and including the premises of the approved location of Franchisee); and (ii) a 15-mile radius from all other Send Me a Pro Businesses that are operating or under construction as of the beginning of the Restricted Period; provided, however, that if a court of competent jurisdiction determines that the foregoing Restricted Territory is too broad to be enforceable, then the “Restricted Territory” means the geographic area within a 25-mile radius from Franchisee’s Send Me a Pro Business (and including the premises of the approved location of Franchisee)..

16.5. Immediate Family Members. The Owners acknowledge that they could circumvent the purpose of Section 16 by disclosing Intellectual Property to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). The Owners also acknowledge that it would be difficult for us to prove whether the Owners disclosed the Intellectual Property to family members. Therefore, each Owner agrees that he or she will be presumed to have violated the terms of Section 16 if any member of his or her immediate family engages in any Prohibited Activities during the Term or Post-Term Restricted Period or uses or discloses the Intellectual Property. However, the Owner may rebut this presumption by furnishing evidence conclusively showing that the Owner did not disclose the Intellectual Property to the family member.

16.6. Employees and Others Associated with You. You must ensure that all of your employees, officers, directors, partners, members, independent contractors and other persons associated with you or your Business who may have access to our Intellectual Property, and who are not required to sign a Brand Protection Agreement, sign and send us a Confidentiality Agreement before having access to our Intellectual Property. You must use your best efforts to ensure that these individuals comply with the terms of the Brand Protection Agreements and Confidentiality Agreements, as applicable, and you must immediately notify us of any breach that comes to your attention. You agree to reimburse us for all reasonable expenses that we incur in enforcing a Brand Protection Agreement or Confidentiality Agreement, as applicable, including reasonable attorneys’ fees and court costs.

16.7. Covenants Reasonable. You and the Owners acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; (ii) our use and enforcement of covenants similar to those described above with respect to other Send Me a Pro Franchisees benefits you and the Owners in that it prevents others from unfairly competing with your Franchise; and (iii) you and the Owners have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU AND THE OWNERS HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS SECTION 16 AS BEING OVERLY BROAD, UNREASONABLE OR OTHERWISE UNENFORCEABLE.**

16.8. Breach of Covenants. You and the Owners agree that failure to comply with the terms of this Section 16 will cause substantial and irreparable damage to us and/or other Send Me a Pro Franchisees for

which there is no adequate remedy at law. Therefore, you and the Owners agree that any violation of the terms of this Section 16 will entitle us to injunctive relief. We may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed \$100. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages. Any claim, defense or cause of action that you or an Owner may have against us, regardless of cause or origin, cannot be used as a defense against our enforcement of this Section 16. If an Owner's immediate family member engages in a Prohibited Activity during the Term or Post-Term Restricted Period or uses or discloses the Intellectual Property in breach of Section 16.5, you agree that, in addition to injunctive relief, we are entitled to liquidated damages in an amount equal to the initial franchise fee if actual damages cannot be reasonably determined.

17. YOUR OTHER RESPONSIBILITIES

17.1. Insurance. For your protection and ours, you agree to maintain the insurance that we specify from time to time, including coverage insuring against all loss and liability arising out of or in connection with the operation of the Franchise, including, without limitation, the following coverages:

General Liability Insurance	\$1,000,000	Per Occurrence
	\$2,000,000	In the Aggregate
Automobile Insurance	\$1,000,000	Combined Single Limit
Umbrella Liability Coverage	\$1,000,000	Per Occurrence and In the Aggregate
Optional: Comprehensive Crime and Employee Dishonesty Insurance	\$25,000	Per Occurrence
Workers Compensation	Per State Requirements. If not required by the State, then minimum policy limit required.	

17.2. You agree to obtain these insurance policies from insurance carriers that are rated A or better by Alfred M. Best & Company, Inc. and that are licensed and admitted in the state in which you operate your Franchise. All insurance policies must be endorsed to: (i) name us (and our members, officers, directors, and employees) as additional insureds; (ii) contain a waiver by the insurance carrier of all subrogation rights against us; and (iii) provide that we receive 30 days prior written notice of the termination, expiration, cancellation or modification of the policy. If any of your policies fail to meet these criteria, then we may disapprove the policy and you must immediately find additional coverage with an alternative carrier satisfactory to us. Upon 10 days' notice to you, we may increase the minimum protection requirement as of the renewal date of any policy and require different or additional types of insurance at any time, including excess liability (umbrella) insurance, to reflect inflation, identification of special risks, changes in law or standards or liability, higher damage awards or other relevant changes in circumstances. If you fail to maintain any required insurance coverage, we have the right to obtain the coverage on your behalf (which right shall be at our option and in addition to our other rights and remedies in this Agreement), and you must promptly sign all applications and other forms and instruments required to obtain the insurance and pay to us, within 10 days after invoicing, all costs and premiums that we incur plus 20% of any premiums we paid on your behalf.

17.3. Books and Records. You agree to prepare and maintain at your Franchise for at least three (3) years after their preparation, complete and accurate books, records, accounts and tax returns pertaining to your Business. You must send us copies of your books and records within seven (7) days of our request. The person who provides you with bookkeeping and accounting services must: (i) successfully complete all training that we reasonably require to ensure the person is familiar with our systems and procedures; and (ii) agree to utilize our accounting standards and chart of accounts to ensure consistency of information received

from all of our franchisees.

17.4. Reports. You must prepare and provide us with periodic statements of your Gross Sales using a standard chart of accounts that we specify. On or before each royalty due date, you must send us your Gross Sales report for the preceding billing period. On or before the fifth (5th) day of each month. You also agree to prepare all other reports that we require in the form and manner that we require. You agree to send us a copy of any report required by this Section upon request. If we require that you purchase a computer and/or automated cash management system that allows us to electronically retrieve information concerning your sales transactions, you agree that we will have the right to electronically poll your computer and/or automated cash management system to retrieve and compile information regarding the operation of your Franchise, subject to any restrictions imposed by applicable law.

17.5. Financial Statements. Within 30 days after the end of each calendar quarter and within 120 days after the end of each calendar year, you must prepare a balance sheet for your Business (as of the end of the calendar year or calendar quarter, as applicable) and a statement of profit and loss and source and application of funds (for the prior year or calendar quarter, as applicable). All financial statements must be: (i) verified and signed by you certifying to us that the information is true, complete, and accurate; and (ii) submitted in any format that we reasonably require. You agree to send us a copy of any financial statement required by this Section upon request. You authorize us to disclose the financial statements, reports, and operating data to prospective franchisees, regulatory agencies and others at our discretion, provided the disclosure is not prohibited by applicable law.

17.6. Legal Compliance. You must secure and maintain in force all required licenses, permits and regulatory approvals for the operation of your Franchise (including all required professional licenses) and operate and manage your Franchise in full compliance with all applicable laws, ordinances, rules and regulations. You understand that federal and state laws may regulate you and your Franchise and you agree to comply with all such laws. You are required to hire local counsel to review these laws to ensure the operation of your Franchise, and your performance of your obligations under this Agreement, comply with such laws. You must notify us in writing within two (2) business days of the beginning of any action, suit, investigation or proceeding, or of the issuance of any order, writ, injunction, disciplinary action, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation of your Business or your financial condition. You must immediately deliver to us a copy of any inspection report, warning, certificate or rating by any governmental agency that reflects your failure to fully comply with any applicable law, rule or regulation.

18. INSPECTION AND AUDIT

18.1. Inspections. To ensure compliance with this Agreement, we or our representatives will have the right to enter your Franchise, evaluate your operations and inspect and examine your books, records, accounts and tax returns. Our evaluation may include monitoring your interactions with and provision of services to customers and contacting your landlord, customers and/or employees. We may conduct our evaluation at any time and without prior notice. During the course of our inspections, we and our representatives will use reasonable efforts to minimize our interference with the operation of your Franchise, and you and your employees will cooperate and not interfere with our inspection. You consent to us accessing your computer system and retrieving any information that we deem appropriate in conducting the inspection, except as prohibited by law.

18.2. Audit. We have the right, at any time, to have an independent audit made of your books and financial records, subject to any restrictions imposed by applicable law. You agree to fully cooperate with us and any third parties that we hire to conduct the audit. If an audit reveals an understatement of your Gross Sales or any amount that you owe us, you agree to immediately pay to us any additional fees that you owe us together with any late fee payable pursuant to Section 15.4. Any audit will be performed at our cost and expense unless the audit: (i) is necessitated by your failure to provide the information requested or to preserve records or file reports as required by this Agreement; or (ii) reveals an understatement of any amount due to us by at least two percent (2%), in which case you agree to reimburse us for the cost of the audit or inspection, including without limitation, reasonable accounting and attorneys' fees and travel and lodging expenses that we or our representatives incur. The audit cost reimbursements will be due 10 days after invoicing. We shall not be deemed to have waived our right to terminate this Agreement by accepting reimbursements of our audit costs.

19. INTELLECTUAL PROPERTY

19.1. Ownership and Use of Intellectual Property. You acknowledge that: (i) we are the sole and exclusive owner of the Intellectual Property and the goodwill associated with the Marks; (ii) your right to use the Intellectual Property is derived solely from this Agreement; and (iii) your right to use the Intellectual Property is limited to a license granted by us to operate your Franchise during the Term pursuant to, and only in compliance with, this Agreement, the Manual, and all applicable standards, specifications and operating procedures that we prescribe from time to time. You may not use any of the Intellectual Property in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized by us. Any unauthorized use of the Intellectual Property constitutes an infringement of our rights. You agree to comply with all provisions of the Manual governing your use of the Intellectual Property. This Agreement does not confer to you any goodwill, title or interest in any of the Intellectual Property.

19.2. Changes to Intellectual Property. We have the right to modify the Intellectual Property at any time in our sole discretion, including by changing the Marks, the System or the Manual. If we modify or discontinue use of any of the Intellectual Property, then you must comply with any such instructions from us within 30 days. If we require you to change the Marks, we will have no obligation to reimburse you for your expenses of compliance, such as changing signage, brochures, stationary, etc. Moreover, we will not be liable to you for any expenses, losses or damages that you incur (including the loss of any goodwill associated with a Mark) because of any addition, modification, substitution or discontinuation of the Intellectual Property.

19.3. Use of Marks. You agree to use the Marks as the sole identification of your Franchise; provided, however that you must identify yourself as the independent owner of your Franchise in the manner that we prescribe. You may not use any Marks in any modified form or as part of any corporate or trade name or with any prefix, suffix, or other modifying words, terms, designs or symbols (other than logos licensed to you by this Agreement). You agree to: (i) prominently display the Marks on or in connection with any media advertising, promotional materials, posters and displays, receipts, stationery and forms that we designate and in the manner that we prescribe to give notice of trade and service mark registrations and copyrights; and (ii) obtain any fictitious or assumed name registrations required under applicable law. You may not use the Marks in signing any contract, lease, mortgage, check, purchase agreement, negotiable instrument or other legal obligation or in any manner that is likely to confuse or result in liability to us for any indebtedness or obligation of yours.

19.4. Use of Intellectual Property. We will disclose the Intellectual Property to you in the initial training program, the Manual, and in other guidance furnished to you during the Term. You agree that you will not acquire any interest in the Intellectual Property other than the right to utilize it in strict accordance with the terms of this Agreement in the development and operation of your Franchise. You acknowledge that the Intellectual Property is proprietary and is disclosed to you solely for use in the development and operation of your Franchise during the Term.

19.5. Improvements. If you conceive of or develop any improvements or additions to the services or products offered by, or the method of operation of, a Send Me a Pro Business, or any advertising or promotional ideas related to such business (collectively, "Improvements"), you agree to promptly and fully disclose the Improvements to us without disclosing the Improvements to others. You must obtain our approval prior to using any such Improvements. Any Improvement that we approve may be used by us and any third parties that we authorize to operate a Send Me a Pro Franchise, without any obligation to pay you royalties or other fees. You must assign to us or our designee, without charge, all rights to any such Improvement, including the right to grant sublicenses. In return, we will authorize you to use any Improvements that we or other franchisees develop that we authorize for general use in connection with the operation of a Send Me a Pro Business.

19.6. Notification of Infringements and Claims. You must immediately notify us of any: (i) apparent infringement of any of the Intellectual Property; (ii) challenge to your use of any of the Intellectual Property;

or (iii) claim by any person of any rights in any of the Intellectual Property. You may not communicate with any person other than us and our counsel in connection with any such infringement, challenge or claim. If you are in compliance with this Agreement, we will defend you against any claim brought against you by a third party that your use of the Intellectual Property in accordance with this Agreement infringes upon that party's intellectual property rights. We have no obligation to pursue any infringing users of our Intellectual Property. We have the right to exclusively control any litigation, Patent and Trademark Office proceeding, or other proceeding arising out of any such infringements, challenges or claims. You agree to execute any and all instruments and documents, render such assistance, and do such acts and things as may, in the opinion of our counsel, be necessary or advisable to protect and maintain our interest in any such litigation, Patent and Trademark Office proceeding or other proceeding, or to otherwise protect and maintain our interest in the Intellectual Property.

20. INDEMNITY

You and all guarantors of your obligations under this Agreement agree to at all times indemnify, defend (with counsel reasonably acceptable to us) and hold harmless (to the fullest extent permitted by law us and our affiliates, and our and their respective successors, assigns, past and present equity holders, directors, officers, employees, agents, attorneys and representatives (collectively, "Indemnified Parties") from and against all "losses and expenses" (as defined below) incurred in connection with any action, suit, proceeding, claim, demand, investigation, inquiry (formal or informal), judgment or appeal thereof by or against Indemnified Parties or any settlement thereof (whether or not a formal proceeding or action had been instituted) (collectively, "Claims", each, a "Claim"), which actually or allegedly, directly or indirectly, arises out of, is based upon, is a result of or is related in any way to: (i) any Claim asserted against you and/or any of the Indemnified Parties arising from the marketing, use or operation of your Franchise or your performance and/or breach of any of your obligations under this Agreement; (ii) any other Claim arising from alleged violations of your relationship with and responsibility to us; or (iii) any Claim relating to taxes or penalties assessed by any governmental entity against us that are directly related to your failure to pay or perform functions required of you under this Agreement. The Indemnified Parties shall have the right, in their sole discretion to: (i) retain counsel of their own choosing to represent them with respect to any Claim; and (ii) control the response thereto and the defense thereof, including the right to enter into an agreement to settle such Claim. You may participate in such defense at your own expense. You agree to give your full cooperation to the Indemnified Parties in assisting the Indemnified Parties with the defense of any such Claim, and to reimburse the Indemnified Parties for all of their costs and expenses in defending any such Claim, including court costs and reasonable attorneys' fees, within 10 days of the date of each invoice delivered by such Indemnified Party to you enumerating such costs, expenses and attorneys' fees.

Specifically excluded from the indemnity you give hereby is any liability associated with our or the other Indemnified Parties' gross negligence, willful misconduct or criminal acts (except to the extent that joint liability is involved, in which event the indemnification provided herein shall extend to any finding of comparative or contributory negligence attributable to you).

As used above, the phrase "losses and expenses" includes all Claims; causes of action; fines; penalties; liabilities; losses; compensatory, exemplary, statutory or punitive damages or liabilities; costs of investigation; lost profits; court costs and expenses; reasonable attorneys' and experts' fees and disbursements; settlement amounts; judgments; compensation for damage to our reputation and goodwill; costs of or resulting from delays; travel, food, lodging and other living expenses necessitated by the need or desire to appear before (or witness the proceedings of) courts or tribunals (including arbitration tribunals), or government or quasi-governmental entities (including those incurred by Indemnified Parties' attorneys and/or experts); all expenses of recall, refunds, compensation and public notices; and, other such amounts incurred in connection with the matters described. All such losses and expenses incurred under this indemnification provision will be chargeable to and paid by you pursuant hereto, regardless of any actions, activity or defense undertaken by us or the subsequent success or failure of the actions, activity or defense.

21. TRANSFERS

21.1. By Us. This Agreement and the franchise is fully assignable by us (without prior notice to you) and shall inure to the benefit of any assignee(s) or other legal successor(s) to our interest in this Agreement, provided that we shall, subsequent to any such assignment, remain liable for the performance of our obligations under this Agreement up to the effective date of the assignment. We may also delegate some or all of our obligations under this Agreement to one or more persons without assigning the Agreement (including delegation to one of our master developers).

21.2. By You. You understand that the rights and duties created by this Agreement are personal to you and the Owners and we have granted the franchise in reliance upon the individual or collective character, skill, aptitude, attitude, business ability and financial capacity of you and your Owners. Therefore, neither you nor any Owner shall cause or allow any direct or indirect sale, assignment, transfer, conveyance, gift, declaration of trust, pledge, mortgage or other encumbrance, voluntarily or involuntarily, by operation of law or otherwise of any interest in you, this Agreement, the license, the Send Me a Pro Business or the premises for the Send Me a Pro Business (collectively "Transfer") without (a) our prior written consent and (b) giving us an opportunity to exercise our right of first refusal as described in Section 21.5 below. Any attempt at such a Transfer without our approval and opportunity to exercise our right of first refusal shall be void, constitute a breach of this Agreement and shall convey no right or interest in this Agreement. We will not unreasonably withhold our approval of any proposed Transfer, provided that the following conditions are all satisfied:

- (i) the proposed transferee is, in our opinion, an individual of good moral character, who has sufficient business experience, aptitude and financial resources to own and operate a Send Me a Pro Business and otherwise meets all of our then applicable standards for franchisees;
- (ii) you and your Owners are in full compliance with the terms of this Agreement and all other agreements with us or our affiliate;
- (iii) all of the owners of the transferee have successfully completed, or made arrangements to attend, the initial training program;
- (iv) your landlord consents to your assignment of the lease to the transferee, or the transferee is diligently pursuing an approved substitute location within the Territory;
- (v) the transferee and its owners, to the extent necessary, have obtained all licenses and permits required by applicable law in order to own and operate the Franchise;
- (vi) the transferee and its owners sign our then current form of franchise agreement (unless we, in our sole discretion, instruct you to assign this Agreement to the transferee), except that: (a) the Term and renewal term(s) shall be the Term and renewal term(s) remaining under this Agreement; and (b) the transferee need not pay a separate initial franchise fee;
- (vii) you remodel your Franchise to comply with our then current standards and specifications or you obtain a commitment from the transferee to do so within the period of time that we specify;
- (viii) you pay us a transfer fee (of seventy five) 75% of the then-current Initial Franchise Fee or 5% of the sales price, whichever is greater, (one thousand) \$1,000 will be due upon the application for transfer and the remainder at the time we approve the transfer;
- (ix) you and your Owners sign a General Release for all claims arising before or contemporaneously with the Transfer, in form and substance satisfactory to us;

- (x) you enter into an agreement with us to subordinate the transferee's obligations to you to the transferee's financial obligations owed to us pursuant to the franchise agreement;
- (xi) we decline to exercise our right of first refusal described in Section 21.5; and
- (xii) you or the transferring Owner, as applicable, and the transferee have satisfied any other conditions we reasonably require as a condition to our approval of the Transfer.

Our consent to a Transfer shall not constitute a waiver of any claims we may have against the transferor, nor shall it be deemed a waiver of our right to demand exact compliance with any of the terms or conditions of the franchise by the transferee.

21.3. Definition of Transfer. As used in this Agreement the term "Transfer" shall also mean and include each of the following: (a) the Transfer by you or your Owner(s) of more than 20% in the aggregate, whether in one or more transactions, of the assets, capital stock, membership interests or voting power of you; (b) the issuance of any securities by you, which itself or in combination with any other transaction(s), results in the Owners existing as of the effective date, owning less than 80% of the outstanding shares, membership interests or voting power of you as constituted as of the effective date; or (c) any merger, stock redemption, consolidation, reorganization, recapitalization or other transfer of control of you, however effected.

21.4. Death or Disability of an Owner. Within 60 days after the death or permanent disability of an Owner, the Owner's ownership interest in you or the franchise, as applicable, must be assigned to another Owner or to a third party approved by us. Any assignment to a third party will be subject to all of the terms and conditions of Section 21.2. For purposes of this Section, an Owner is deemed to have a "permanent disability" only if he or she has a medical or mental problem that prevents the person from substantially complying with his or her obligations under this Agreement or otherwise operating the Franchise in the manner required by this Agreement and the Manual for a continuous period of at least three (3) months.

21.5. Our Right of First Refusal. If you or an Owner desires to engage in a Transfer, you or the Owner, as applicable, must obtain a bona fide, signed written offer from the fully disclosed purchaser and submit an exact copy of the offer to us. We will have 30 days after receipt of the offer to decide whether we will purchase the interest in your Business or the ownership interest in you for the same price and upon the same terms contained in the offer (however, we may substitute cash for any form of payment proposed in the offer). If we notify you that we intend to purchase the interest within the 30-day period, you or the Owner, as applicable, must sell the interest to us. We will have at least an additional 30 days to prepare for closing. We will be entitled to receive from you or the Owner, as applicable, all customary representations and warranties given by you as the seller of the assets or the Owner as the seller of the ownership interest or, at our election, the representations and warranties contained in the offer. If we do not exercise our right of first refusal, you or the Owner, as applicable, may complete the Transfer to the purchaser pursuant to and on the terms of the offer, subject to the requirements of Section 21.2 (including our approval of the transferee). However, if the sale to the purchaser is not completed within 120 days after delivery of the offer to us, or there is a material change in the terms of the sale, we will again have the right of first refusal specified in this Section. Our right of first refusal in this Section shall not apply to any Permitted Transfer.

22. TERMINATION

22.1. By You. You may terminate this Agreement if we materially breach this Agreement and fail to cure the breach within 90 days after you send us a written notice specifying the nature of the breach. If you terminate this Agreement, you must still comply with your post-termination obligations described in Section 23 and all other obligations that survive the expiration or termination of this Agreement.

22.2. Termination By Us Without Cure Period. We may, in our sole discretion, terminate this Agreement upon five (5) days' written notice, without opportunity to cure, for any of the following reasons, all of which constitute material events of default under this Agreement:

- (i) if the Designated Manager fails to satisfactorily complete the initial training program in the manner required by Section 6.1;

- (ii) if you fail to obtain our approval of your site within the time period required by Sections 8.1;
- (iii) if you fail to open your Franchise within the time period required by Section 8.5;
- (iv) if you become insolvent by reason of your inability to pay your debts as they become due or you file a voluntary petition in bankruptcy or any pleading seeking any reorganization, liquidation, dissolution or composition or other settlement with creditors under any law, or are the subject of an involuntary bankruptcy (which may or may not be enforceable under the Bankruptcy Act of 1978);
- (v) if your Franchise, or a substantial portion of the assets associated with your Franchise, are seized, taken over or foreclosed by a government official in the exercise of his or her duties, or seized, taken over or foreclosed by a creditor, lienholder or lessor; or a final judgment against you of at least \$5,000 remains unsatisfied for 30 days (unless a supersedes or other appeal bond has been filed); or a levy of execution has been made upon the license granted by this Agreement or upon any property used in your Business, and it is not discharged within five (5) days of the levy;
- (vi) if you abandon or fail to operate your Franchise for five (5) consecutive business days, unless the failure is due to an event of *force majeure* or another reason that we approve;
- (vii) if a regulatory authority suspends or revokes a license or permit held by you or an Owner that is required to operate the Franchise, even if you or the Owner still maintain appeal rights;
- (viii) if you or an Owner (a) is convicted of or pleads no contest to a felony, a crime involving moral turpitude or any other material crime or (b) is subject to any material administrative disciplinary action or (c) fails to comply with any material federal, state or local law or regulation applicable to your Franchise;
- (ix) if you or an Owner commits an act that can reasonably be expected to adversely affect the reputation of the System or the goodwill associated with the Marks;
- (x) if you manage or operate your Franchise in a manner that presents a health or safety hazard to your customers, employees or the public;
- (xi) if you fail to pay any amount owed to us or an affiliate of ours within five (5) days after receipt of a demand for payment;
- (xii) if you or an Owner make any material misrepresentation to us, whether occurring before or after being granted the franchise, including any intentional underreporting Gross Sales;
- (xiii) if you inadvertently underreport any amount owed to us by at least two percent (2%), after having already committed a similar breach that had been cured in accordance with Section 22.3;
- (xiv) if you make an unauthorized Transfer;
- (xv) if you make an unauthorized use of the Intellectual Property;
- (xvi) if you breach any of the brand protection covenants described in Section 16;
- (xvii) if any Owner, or the spouse of any Owner, breaches a Franchise Owner Agreement;

- (xviii) if the lease for your premises is terminated due to your default;
- (xix) if you commit three (3) or more defaults during the Term, regardless of whether such defaults were cured
- (xx) If you secured and default on a Purchase Program Loan
- (xxi) if we terminate any other agreement between you and us or if any affiliate of ours terminates any agreement between you and the affiliate because of your default ; or
- (xxii) if beginning with the 13th month of operation of the franchised business, you do not maintain the Minimum Weekly Gross Sales requirement listed below during the term of this Agreement and all subsequent renewal agreements or extensions of your Franchise Agreement.

Period from commencement of Franchised Business	Minimum weekly Gross Sales
Months 1-12	No Minimum
Months 13-24	\$1,500
Months 25-48	\$3,000
Months 49-60	\$4,500
Month 61 and thereafter	\$5,500

22.3. Additional Conditions of Termination. In addition to our termination rights in Section 22.2, we may, in our sole discretion, terminate this Agreement upon 30 days' written notice if you or an Owner fail to comply with any other provision of this Agreement (including any mandatory provision in the Manual) or any other agreement with us, unless such default is cured, as determined by us in our sole discretion, within such 30-day notice period. If we deliver a notice of default to you pursuant to this Section 22.3, we may suspend performance of any of our obligations under this Agreement until you fully cure the breach.

22.4. Mutual Agreement to Terminate. If you and we mutually agree in writing to terminate this Agreement, you and we will be deemed to have waived any required notice period.

23. POST-TERM OBLIGATIONS.

23.1. Obligations of You and the Owners. After the termination, expiration or Transfer of this Agreement, you and the Owners agree to:

- (i) immediately cease to use the Intellectual Property;
- (ii) pay us all amounts that you owe us;
- (iii) comply with all covenants described in Section 16 that apply after the expiration, termination or Transfer of this Agreement or the disposal of an ownership interest by an Owner;
- (iv) return all copies of the Manual, or any portions thereof, as well as all signs, sign faces, brochures, advertising and promotional materials, forms, and any other materials bearing or containing any of the Marks, Copyrights or other

identification relating to a Send Me a Pro Business, unless we allow you to transfer such items to an approved transferee;

- (v) take such action as may be required to cancel all fictitious or assumed names or equivalent registrations relating to your use of any of the Marks;
- (vi) provide us with a list of all of your current, former and prospective customers, unless prohibited by applicable law;
- (vii) upon our request, assign all customer contracts and related information to us (unless we allow you to transfer these items to an approved transferee) except to the extent prohibited by applicable law;
- (viii) make such modifications and alterations to the premises that are necessary or that we require to prevent any association between us or the System and any business subsequently operated by you or any third party at the premises; provided, however, that this subsection shall not apply if your franchise is transferred to an approved transferee or if we exercise our right to purchase your entire Business;
- (ix) notify all telephone companies, listing agencies and domain name registration companies (collectively, the “Agencies”) of the termination or expiration of your right to use: (a) the telephone numbers and/or domain names, if applicable, related to the operation of your Franchise; and (b) any regular, classified or other telephone directory listings associated with the Marks (you hereby authorize the Agencies to transfer such telephone numbers, domain names and listings to us and you authorize us, and appoint us and any officer we designate as your attorney-in-fact to direct the Agencies to transfer the telephone numbers, domain names and listings to us if you fail or refuse to do so); and
- (x) provide us with satisfactory evidence of your compliance with the above obligations within 30 days after the effective date of the termination, expiration or Transfer of this Agreement.
- (xi) Pay us liquidated damages equal to the Initial Franchise Fee prior to any Discounts and are only charged if we terminate the Franchise Agreement before the end of the term because of your material breach, or you terminate the Franchise Agreement without legal cause.

24. RIGHT TO PURCHASE FACILITY AND ASSETS

24.1. Generally. Within 60 days after the termination or expiration of this Agreement, we shall have the right, but not the obligation, to notify you of our intent to purchase your Franchise and/or its assets at fair market value as determined by an independent business appraiser. If we elect to exercise this option, the date of determination of the fair market value shall be the day immediately after the effective date of the termination or expiration (the “Appraisal Date”). We will notify you of the specific items that we wish to purchase (the “Acquired Assets”). We may also require that you assign your lease to us at no additional charge.

24.2. Selecting Qualified Appraisers. You and we each shall appoint an appraiser with experience appraising businesses comparable to your Franchise (a “Qualified Appraiser”). This appointment of the appraisers shall be made within 30 days after the Appraisal Date by giving written notice to the other party of the name and address

of the Qualified Appraiser. If either of us fails to appoint a Qualified Appraiser within the 30-day period, the appraisal shall be made by the sole Qualified Appraiser appointed within that period. If each of us shall have appointed a Qualified Appraiser within the 30-day period, then within 30 days after that the two (2) Qualified

Appraisers shall appoint a third (3rd) Qualified Appraiser. If the two (2) Qualified

Appraisers fail to agree on the appointment of a third (3rd) Qualified Appraiser within

the 30-day period, then a third (3rd) Qualified Appraiser shall be appointed by the American Arbitration Association (acting through its office located closest to our corporate headquarters) as promptly as possible after that, upon application by either us or you. Nothing in this provision shall prohibit us and you from jointly approving a single appraiser, nor shall it obligate us or you to do so.

24.3. Information for Appraisal. You must furnish to the Qualified Appraisers a copy of your current financial statements, as well as your financial statements for the prior three (3) years (or the period of time that you have operated your Franchise, if less than three (3) years), together with the work papers and other financial information or other documents or information that the Qualified Appraisers may request. The Qualified Appraisers shall take into account the other information and factors that they deem relevant, but the Qualified Appraisers shall be instructed that there shall be no consideration of goodwill in the determination of fair market value.

24.4. Appraisal Process. Within 60 days after the appointment of the third Qualified Appraiser, the three (3) Qualified Appraisers shall appraise the Appraised Assets at fair market value without taking into account any value for goodwill (the "Appraised Value"). If the three (3) Qualified Appraisers agree on a single value, then they shall issue a joint report and the Appraised Value shall be the value determined by the agreement of the three (3) Qualified Appraisers. If two (2) of the three (3) Qualified Appraisers agree on a single value, these two (2) Qualified Appraisers shall issue a joint report, and the dissenting Qualified Appraiser may (but need not) issue a separate report, and the value determined by agreement of the two (2) Qualified Appraisers who shall agree shall be the Appraised Value. If none of the Qualified Appraisers are able to agree on a single value, each Qualified Appraiser shall issue a report setting forth the value determined by him or her, and the average of the two values that are closest to each other shall be the Appraised Value. Before the issuance of a report by any Qualified Appraiser, each Qualified Appraiser shall advise the others of the value that will appear in his or her report to ensure that the determination of value made by any Qualified Appraiser is made with knowledge of the values determined by the other Qualified Appraisers. If there shall be only a single Qualified Appraiser (because you or we failed to appoint a Qualified Appraiser within the time provided), then the Appraised Value will be the value determined by the single Qualified Appraisal.

24.5. Cost of Appraisal. You and we shall equally bear the cost of the appraisal.

24.6. Closing. Once the Appraised Value has been determined, we will have at least 60 days to prepare for the closing. We will be entitled to receive from you all customary representations and warranties given by you as the seller of the Acquired Assets and you must transfer good and clean title to the Acquired Assets, subject to any exceptions agreed to by us. We will pay one-half of the purchase price at closing and the remaining balance in three (3) equal quarterly installments of principal plus interest at a rate per annum equal to the prime lending rate charged by our bank as of the closing date.

25. DISPUTE RESOLUTION.

Before arbitration, the parties agree to submit any claim, dispute or disagreement, including any matter pertaining to the interpretation of this Agreement or issues relating to the offer and sale of the franchise or the relationship between the parties (a “Dispute”) to mediation administered by the Judicial Arbitration and Mediation Service (or its successor). If the Dispute is not resolved by mediation within 90 days after either party makes a demand for mediation, the parties will submit the dispute to mandatory and binding arbitration with the Judicial Arbitration and Mediation Service (or its successor). The party filing the arbitration must initially bear the cost of any arbitration fees or costs. The arbitrators will not have authority to award exemplary or punitive damages. Notwithstanding the foregoing, any Dispute that involves an alleged breach of Section 16 or Section 19 will not be subject to mediation or arbitration unless otherwise agreed to by both parties, and either party may immediately file a lawsuit in accordance with this Section with respect to any alleged breach of Section 16 or Section 19. All mediation, arbitration and litigation shall take place in the county in which we maintain our principal place of business at the time the Dispute arises (currently, Miami, Florida) and the parties irrevocably waive any objection to such venue. If we or you must enforce this Agreement in a judicial or arbitration proceeding, the substantially prevailing party will be entitled to reimbursement of its costs and expenses, including reasonable accounting and legal fees. In addition, if you breach any term of this Agreement or any other agreement with us or an affiliate of ours, you agree to reimburse us for all reasonable legal fees and other expenses we incur relating to such breach, regardless of whether the breach is cured prior to the commencement of any dispute resolution proceedings. **UNLESS PROHIBITED BY APPLICABLE LAW, ANY DISPUTE (OTHER THAN FOR PAYMENT OF MONIES OWED OR A VIOLATION OF SECTION 16 OR SECTION 19) MUST BE BROUGHT BY FILING A WRITTEN NOTICE FOR MEDIATION (OR IF PERMITTED, LITIGATION) WITHIN ONE (1) YEAR FOLLOWING THE CONDUCT, ACT OR OTHER EVENT OR OCCURRENCE GIVING RISE TO THE CLAIM, OR THE RIGHT TO ANY REMEDY WILL BE DEEMED FOREVER WAIVED AND BARRED. WE AND YOU IRREVOCABLY WAIVE: (i) TRIAL BY JURY; AND (ii) THE RIGHT TO ARBITRATE OR LITIGATE ON A CLASS ACTION BASIS, IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THE PARTIES.**

26. YOUR REPRESENTATIONS.

YOU HEREBY REPRESENT THAT: (i) YOU HAVE NOT RECEIVED OR RELIED UPON ANY WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, AS TO THE POTENTIAL VOLUME, PROFITS OR SUCCESS OF THE BUSINESS CONTEMPLATED BY THIS AGREEMENT, EXCEPT FOR ANY INFORMATION DISCLOSED IN THE FRANCHISE DISCLOSURE DOCUMENT; (ii) YOU HAVE NO KNOWLEDGE OF ANY REPRESENTATIONS BY US OR ANY OF OUR OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES OR REPRESENTATIVES ABOUT THE BUSINESS CONTEMPLATED BY THIS AGREEMENT THAT ARE CONTRARY TO THE TERMS OF THIS AGREEMENT OR THE FRANCHISE DISCLOSURE DOCUMENT; (iii) YOU RECEIVED (1) AN EXACT COPY OF THIS AGREEMENT AND ITS ATTACHMENTS AT LEAST SEVEN (7) CALENDAR DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT IS EXECUTED; AND (2) OUR FRANCHISE DISCLOSURE DOCUMENT AT THE EARLIER OF (A) 14 CALENDAR DAYS BEFORE YOU SIGNED A BINDING AGREEMENT OR PAID ANY MONEY TO US OR OUR AFFILIATES OR (B) AT SUCH EARLIER TIME IN THE SALES PROCESS THAT YOU REQUESTED A COPY; (iv) YOU ARE AWARE OF THE FACT THAT OTHER PRESENT OR FUTURE FRANCHISEES OF OURS MAY OPERATE UNDER DIFFERENT FORMS OF AGREEMENT AND CONSEQUENTLY THAT OUR OBLIGATIONS AND RIGHTS WITH RESPECT TO OUR VARIOUS FRANCHISEES MAY DIFFER MATERIALLY IN CERTAIN CIRCUMSTANCES; AND (v) YOU HAVE CONDUCTED AN INDEPENDENT INVESTIGATION OF THE BUSINESS CONTEMPLATED BY THIS AGREEMENT AND RECOGNIZE THAT IT INVOLVES BUSINESS RISKS, MAKING THE SUCCESS OF THE VENTURE LARGELY DEPENDENT UPON YOUR OWN BUSINESS ABILITIES, EFFORTS AND JUDGMENTS, AND THE SERVICES OF YOU AND THOSE YOU EMPLOY. (vi) FRANCHISEE ACKNOWLEDGES AND AGREES THAT ITS OPERATION OF ITS FRANCHISED

BUSINESS MAY BE GOVERNED BY FEDERAL, AND LOCAL LAWS, REGULATIONS, ORDINANCES, AND LICENSING AND PERMITTING REQUIREMENTS. FRANCHISEE ACKNOWLEDGES AND WARRANTS THAT, PRIOR TO ENTERING INTO THIS AGREEMENT, FRANCHISEE HAS PERFORMED ITS OWN INVESTIGATION AND ANALYSIS OF APPLICABLE LAW AND THE LOCAL MARKET FOR THIS INDUSTRY AND HAS DETERMINED, TO ITS FULL SATISFACTION, THAT FRANCHISEE WILL BE ABLE TO OFFER THE AUTHORIZED GOODS AND SERVICES TO MEMBERS AT THE LOCATION SUFFICIENTLY TO ALLOW FRANCHISEE TO OPERATE A SUCCESSFUL BUSINESS. (vii) FRANCHISEE REPRESENTS AND WARRANTS THAT IT HAS NOT RELIED AND IS NOT RELYING ON FRANCHISOR TO PERFORM ANY INVESTIGATION OR ANALYSIS OF ANY LAWS, REGULATIONS, OR MARKET CONDITIONS THAT MIGHT AFFECT FRANCHISEE'S OPERATION AT THE LOCATION, AND FURTHER ACKNOWLEDGES THAT FRANCHISOR HAS MADE NO REPRESENTATION ABOUT FRANCHISEE'S ABILITY TO LAWFULLY OPERATE THE FRANCHISED BUSINESS. (viii) FRANCHISEE RECOGNIZES THE UNCERTAINTIES OF THE FRANCHISED BUSINESS, AND THEREFORE ACKNOWLEDGES THAT, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, NO REPRESENTATIONS OR AGREEMENTS HAVE BEEN MADE TO OR WITH FRANCHISEE REGARDING THE SUCCESS OR PROFITABILITY OF THE FRANCHISED BUSINESS OR THE SUITABILITY OF THE LOCATION. (ix) FRANCHISEE REPRESENTS AND WARRANTS THAT IT HAS THE FULL LEGAL AUTHORITY TO OPERATE THE FRANCHISED BUSINESS, AND IF AN ENTITY HAS BEEN DULY INCORPORATED AND AUTHORIZED IN WHATEVER MANNER REQUIRED BY AND AMONG ITS OWNERS. FRANCHISEE WILL ENSURE THAT IT REMAINS FULLY LICENSED AND AUTHORIZED TO OPERATE THE FRANCHISED BUSINESS FOR THE TERM OF THIS AGREEMENT.

27. GENERAL PROVISIONS

27.1. Governing Law. Except as governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051, et seq.), this Agreement and the franchise relationship shall be governed by the laws of the State of Florida (without reference to its principles of conflicts of law), but any law of the State of Florida that regulates the offer and sale of franchises or business opportunities or governs the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section.

27.2. Relationship of the Parties. You understand and agree that nothing in this Agreement creates a fiduciary relationship between you and us or is intended to make either party a general or special agent, legal representative, subsidiary, joint venture, partner, employee or servant of the other for any purpose. During the Term, you must conspicuously identify yourself at your base of operations, and in all dealings with third parties, as a franchisee of ours and the independent owner of your Franchise. You agree to place such other notices of independent ownership on such forms, stationery, advertising, business cards and other materials as we may require from time to time. Neither we nor you are permitted to make any express or implied agreement, warranty or representation, or incur any debt, in the name of or on behalf of the other or represent that our relationship is other than franchisor and franchisee. In addition, neither we nor you will be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized by this Agreement.

27.3. Severability and Substitution. Each section, subsection, term and provision of this Agreement, and any portion thereof, shall be considered severable. If any applicable and binding law imposes mandatory, non-waivable terms or conditions that conflict with a provision of this Agreement, the terms or conditions required by such law shall govern to the extent of the inconsistency and supersede the conflicting provision of this Agreement. If a court concludes that any promise or covenant in this Agreement is unreasonable and unenforceable: (i) the court may modify such promise or covenant to the minimum extent necessary to make such promise or covenant enforceable; or (ii) we may unilaterally modify such promise or covenant to the minimum extent necessary to make such promise or covenant enforceable.

27.4. Waivers. We and you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other. Any waiver granted by us shall be without prejudice to any other rights we may

have. We and you shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement (including the right to demand exact compliance with every term, condition and covenant in this Agreement or to declare any breach of this Agreement to be a default and to terminate the franchise before the expiration of its term) by virtue of: (i) any custom or practice of the parties at variance with the terms of this Agreement; (ii) any failure, refusal or neglect of us or you to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations under this Agreement, including any mandatory specification, standard, or operating procedure; (iii) any waiver, forbearance, delay, failure or omission by us to exercise any right, power or option, whether of the same, similar or different nature, relating to other Send Me a Pro Franchisees; or (iv) the acceptance by us of any payments due from you after breach of this Agreement.

27.5. Approvals. Whenever this Agreement requires our approval, you must make a timely written request for approval, and the approval must be in writing in order to bind us. Except as otherwise expressly provided in this Agreement, if we fail to approve any request for approval within the required period of time, we shall be deemed to have disapproved your request. If we deny approval and you seek legal redress for the denial, the only relief to which you may be entitled is to acquire our approval. You are not entitled to any other relief or damages for our denial of approval.

27.6. Force Majeure. Neither we nor you shall be liable for loss or damage or deemed to be in breach of this Agreement if our or your failure to perform our or your obligations results from any event of *force majeure*. Any delay resulting from an event of force majeure will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

27.7. Binding Effect. This Agreement is binding upon the parties to this Agreement and their respective executors, administrators, heirs, assigns and successors in interest. Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Agreement; provided, however, that the additional insureds listed in Section 17.1 and the Indemnified Parties are intended third party beneficiaries under this Agreement with respect to Section 17.1 and Section 20, respectively.

27.8. Integration. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT, EXCEPT AS PERMITTED BY SECTION 13.2 AND SECTION 27.3, BE CHANGED EXCEPT BY A WRITTEN DOCUMENT SIGNED BY BOTH PARTIES. Any e-mail correspondence or other form of informal electronic communication shall not be deemed to modify this Agreement unless such communication is signed by both parties and specifically states that it is intended to modify this Agreement. The attachment(s) are part of this Agreement, which, together with any Amendments or Addenda executed on or after the Effective Date, constitutes the entire understanding and agreement of the parties, and there are no other oral or written understandings or agreements between us and you about the subject matter of this Agreement. As referenced above, all mandatory provisions of the Manual are part of this Agreement. Any representations not specifically contained in this Agreement made before entering into this Agreement do not survive after the signing of this Agreement. This provision is intended to define the nature and extent of the parties' mutual contractual intent, there being no mutual intent to enter into contract relations, whether by agreement or by implication, other than as set forth above. The parties acknowledge that these limitations are intended to achieve the highest possible degree of certainty in the definition of the contract being formed, in recognition of the fact that uncertainty creates economic risks for both parties which, if not addressed as provided in this Agreement, would affect the economic terms of this bargain. Nothing in this Agreement is intended to disclaim any of the representations we made in the Franchise Disclosure Document.

27.9. Covenant of Good Faith. If applicable law implies a covenant of good faith and fair dealing in this Agreement, the parties agree that the covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement. Additionally, if applicable law shall imply the covenant, you agree that: (i) this Agreement (and the relationship of the parties that is inherent in this Agreement) grants us the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with our explicit rights and obligations under this Agreement that may affect favorably or

adversely your interests; (ii) we will use our judgment in exercising the discretion based on our assessment of our own interests and balancing those interests against the interests of our franchisees generally (including ourselves and our affiliates if applicable), and specifically without considering your individual interests or the individual interests of any other particular franchisee; (iii) we will have no liability to you for the exercise of our discretion in this manner, so long as the discretion is not exercised in bad faith; and (iv) in the absence of bad faith, no trier of fact in any arbitration or litigation shall substitute its judgment for our judgment so exercised.

27.10. Rights of Parties are Cumulative. The rights of the parties under this Agreement are cumulative and no exercise or enforcement by either party of any right or remedy under this Agreement will preclude any other right or remedy available under this Agreement or by law.

27.11. Survival. All provisions that expressly or by their nature survive the termination, expiration or Transfer of this Agreement (or the Transfer of an ownership interest in the franchise) shall continue in full force and effect subsequent to and notwithstanding its termination, expiration or Transfer and until they are satisfied in full or by their nature expire, including, without limitation, Section 15, Section 16, Section 18, Section 20, Section 23, Section 24 and Section 26

27.12. Construction. The headings in this Agreement are for convenience only and do not define, limit or construe the contents of the sections or subsections. All references to Sections refer to the Sections contained in this Agreement unless otherwise specified. All references to days in this Agreement refer to calendar days unless otherwise specified. The term “you” as used in this Agreement is applicable to one or more persons or an Entity, and the singular usage includes the plural and the masculine and neuter usages include the other and the feminine and the possessive.

27.13. Time of Essence. Time is of the essence in this Agreement and every term thereof.

27.14. Counterparts. This Agreement may be signed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same document.

27.15. Notice. All notices given under this Agreement must be in writing, delivered by hand, email (to the last email address provided by the recipient) or first-class mail, to the following addresses (which may be changed upon 10 business days’ prior written notice):

YOU: As set forth below your signature on this Agreement

US: Send Me a Trainer Franchising LLC.
2125 Biscayne Boulevard, Suite 204 #7724
Miami, Florida 33137

WITH COPY TO: Evan M. Goldman, Esquire
(which shall not The Franchise Firm LLP
constitute notice) 225 Wilmington West Chester Pike, Suite 200
Chadds Ford, Pennsylvania 19317

Notice shall be considered given at the time delivered by hand, or one (1) business day after sending by fax, email or comparable electronic system, or three (3) business days after placed in the mail, postage prepaid, by certified mail with a return receipt requested.

[REMAINDER OF PAGE INTENTIONALLY BLANK]
[SIGNATURE PAGE TO FOLLOW]

The parties to this Agreement have executed this Agreement effective as of the Effective Date first above written.

FRANCHISOR:

Send Me a Trainer Franchising LLC, a
Delaware Limited Liability Corporation

Signature:

Name: _____

Title: _____

FRANCHISEE:

Name: _____

Signature:

Name: _____

Title: _____

Principal Business Address:

ATTACHMENT A
TO FRANCHISE AGREEMENT
FRANCHISE DATA SHEET

1. **Effective Date.** The Effective Date set forth in the introductory paragraph of the Franchise Agreement is: _____, 20__.

2. **Franchise Offering.** Franchisee has chosen to operate at:

 ____ Send Me a Trainer-branded franchise
 ____ Send Me a Pro-branded franchise

- 3.
4. **Territory.** The Territory set forth in Section 4 of the Franchise Agreement will be the following zip codes:

5. **Franchise Fee.** The Initial Franchise Fee is: _____.
6. **Territory Fee.** The territory Fee is: _____.
7. **Population in Territory.** The total number of individuals is: _____.
8. **Identification of Managing Owner.** Your Managing Owner as of the Effective Date is _____
You may not change the Managing Owner without prior written approval.
9. **Identification of Designated Manager.** Your Designated Manager, if applicable, as of the Effective Date is _____.
You may not change the Designated Manager without prior written approval.

FRANCHISOR:

Send Me a Trainer Franchising LLC

Signature:

Name: _____

Title: _____

FRANCHISEE:

Name: _____

Signature:

Name: _____

Title: _____

ATTACHMENT B

TO FRANCHISE AGREEMENT

Form of Ownership
(Check One)

Corporation Limited Liability Company

If a Corporation, give the state and date of incorporation, the names and addresses of each officer and director, and list the names and addresses of every shareholder showing what percentage of stock is owned by each.

If a Limited Liability Company, give the state and date of formation, the name and address of the manager(s), and list the names and addresses of every member and the percentage of membership interest held by each member.

Date and State of incorporation: _____

Management (managers, officers, board of directors, etc.):

NAME	TITLE

Members, Stockholders, Partners:

NAME	ADDRESS	% OWNED

(Signatures on following page)

FRANCHISOR:

Send Me a Trainer Franchising LLC, a
Delaware Limited Liability Corporation

Signature:

Name: _____

Title: _____

FRANCHISEE:

Name: _____

Signature:

Name: _____

Title: _____

ATTACHMENT C
TO FRANCHISE AGREEMENT
OWNERS AGREEMENT

As a condition to the granting by Send Me a Trainer Franchising LLC. (“we” or “us”) of a franchise agreement with _____ (“Franchisee”), each of the undersigned individuals (“Owners”), who constitute all of the owners of a beneficial interest in Franchisee, as well as their respective spouses, covenant and agree to be bound by this Owners Agreement (“Owners Agreement”).

1. Acknowledgments.

- 1.1. Franchise Agreement. Franchisee entered into a franchise agreement with us effective as of _____, 20____ (“Franchise Agreement”). Capitalized words not defined in this Owners Agreement will have the same meanings ascribed to them in the Franchise Agreement.
- 1.2. Owners’ Role. Owners are the beneficial owners of all of the equity interest in Franchisee and acknowledge there are benefits received and to be received by each Owner, jointly and severally, and for themselves, their heirs, legal representatives, and assigns. Franchisee’s obligations under the Franchise Agreement, including the confidentiality and non-compete obligations, would be of little value to us if Franchisee’s owners were not bound by the same requirements. Under the provisions of the Franchise Agreement, Owners are required to enter into this Owners Agreement as a condition to our entering into the Franchise Agreement with Franchisee. Owners will be jointly and severally liable for any breach of this Owners Agreement.

2. Non-Disclosure and Protection of Confidential Information.

Under the Franchise Agreement, we will provide Franchisee with specialized training, proprietary trade secrets, and other Confidential Information relating to the establishment and operation of a franchised business. The provisions of the Franchise Agreement governing Franchisee’s non-disclosure obligations relating to our Confidential Information are hereby incorporated into this Owners Agreement by reference, and Owners agree to comply with each obligation as though fully set forth in this Owners Agreement as a direct and primary obligation of Owners. Further, we may seek the same remedies against Owners under this Owners Agreement as we may seek against Franchisee under the Franchise Agreement. Any and all information, knowledge, know-how, techniques, and other data which we designate as confidential will also be deemed Confidential Information for purposes of this Owners Agreement.

3. Covenant Not To Compete.

- 3.1. Non-Competition During and After the Term of the Franchise Agreement. Owners acknowledge that as a participant in our system, they will receive proprietary and confidential information and materials, trade secrets, and the unique methods, procedures, and techniques which we have developed. The provisions of the Franchise Agreement governing Franchisee’s restrictions on competition both during the term of the Franchise Agreement and following the expiration or termination of the Franchise Agreement are hereby incorporated into this Owners Agreement by reference, and Owners agree to comply with and perform each such covenant as though fully set forth in this Owners Agreement

as a direct and primary obligation of Owners. Further, we may seek the same remedies against Owners under this Owners Agreement as we may seek against Franchisee under the Franchise Agreement.

- 3.2. Construction of Covenants. The parties agree that each such covenant related to non-competition will be construed as independent of any other covenant or provision of this Owners Agreement. If all or any portion of a covenant referenced in this Section 3 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a final decision to which we are a party, Owners agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 3.
- 3.3. Our Right to Reduce Scope of Covenants. Additionally, we have the right, in our sole discretion, to unilaterally reduce the scope of all or part of any covenant referenced in this Section 3 of this Owners Agreement, without Owners' consent (before or after any dispute arises), effective when we give Owners written notice of this reduction. Owners agree to comply with any covenant as so modified.

4. Guarantee.

- 4.1. Payment. Owners will pay us (or cause us to be paid) all monies payable by Franchisee under the Franchise Agreement on the dates and in the manner required for payment in the relevant agreement.
- 4.2. Performance. Owners unconditionally guarantee full performance and discharge by Franchisee of all of Franchisee's obligations under the Franchise Agreement on the date and times and in the manner required in the relevant agreement.
- 4.3. Indemnification. Owners will indemnify, defend, and hold harmless us, all of our affiliates, and the respective shareholders, directors, partners, employees, and agents of such entities, against and from all losses, damages, costs, and expenses which we or they may sustain, incur, or become liable for by reason of: (a) Franchisee's failure to pay the monies payable (to us or any of our affiliates) pursuant to the Franchise Agreement, or to do and perform any other act, matter, or thing required by the Franchise Agreement; or (b) any action by us to obtain performance by Franchisee of any act, matter, or thing required by the Franchise Agreement.
- 4.4. No Exhaustion of Remedies. Owners acknowledge and agree that we will not be obligated to proceed against Franchisee or exhaust any security from Franchisee or pursue or exhaust any remedy, including any legal or equitable relief against Franchisee, before proceeding to enforce the obligations of the Owners as guarantors under this Owners Agreement, and the enforcement of such obligations can take place before, after, or contemporaneously with, enforcement of any of Franchisee's debts or obligations under the Franchise Agreement.
- 4.5. Waiver of Notice. Without affecting Owners' obligations under this Section 4, we can extend, modify, or release any of Franchisee's indebtedness or obligation, or settle, adjust, or compromise any claims against Franchisee, all without notice to the Owners. Owners waive notice of amendment of the Franchise Agreement and notice of demand for payment or performance by Franchisee.
- 4.6. Effect of Owner's Death. Upon the death of an Owner, the estate of such Owner will be bound by the obligations in this Section 4, but only for defaults and obligations hereunder existing at the time of death, and the obligations of any other Owners will continue in full force and effect.

5. **Transfers.** Owners acknowledge and agree that we have granted the Franchise Agreement to Franchisee in reliance on Owners' business experience, skill, financial resources, and personal character. Accordingly, Owners agree not to sell, encumber, assign, transfer, convey, pledge, merge, or give away any direct or indirect interest in this Franchisee, unless Owners first comply with the sections in the Franchise Agreement regarding Transfers. Owners acknowledge and agree that any attempted Transfer of an interest in Franchisee requiring our consent under the Franchise Agreement for which our express written consent is not first obtained will be a material breach of this Owners Agreement and the Franchise Agreement.

6. **Notices.**

6.1. **Method of Notice.** Any notices given under this Owners Agreement shall be in writing and delivered in accordance with the provisions of the Franchise Agreement.

6.2. **Notice Addresses.** Our current address for all communications under this Owners Agreement is:

Send Me a Trainer Franchising LLC
2125 Biscayne Boulevard, Suite 204 #7724
Miami, Florida 33137

the current address of each Owner for all communications under this Owners Agreement is designated on the signature page of this Owners Agreement. Any party may designate a new address for notices by giving written notice to the other parties of the new address according to the method set forth in the Franchise Agreement.

7. **Enforcement of This Owners Agreement.**

7.1. **Dispute Resolution.** Any claim or dispute arising out of or relating to this Owners Agreement shall be subject to the dispute resolution provisions of the Franchise Agreement. This agreement to engage in such dispute resolution process shall survive the termination or expiration of this Owners Agreement.

7.2. **Choice of Law; Jurisdiction and Venue.** This Owners Agreement and any claim or controversy arising out of, or relating to, any of the rights or obligations under this Owners Agreement, and any other claim or controversy between the parties, will be governed by the choice of law and jurisdiction and venue provisions of the Franchise Agreement.

7.3. **Provisional Remedies.** We have the right to seek from an appropriate court any provisional remedies, including temporary restraining orders or preliminary injunctions to enforce Owners' obligations under this Owners Agreement. Owners acknowledge and agree that there is no adequate remedy at law for Owners' failure to fully comply with the requirements of this Owners Agreement. Owners further acknowledge and agree that, in the event of any noncompliance, we will be entitled to temporary, preliminary, and permanent injunctions and all other equitable relief that any court with jurisdiction may deem just and proper. If injunctive relief is granted, Owners' only remedy will be the court's dissolution of the injunctive relief. If the injunctive relief was wrongfully issued, Owners expressly waive all claims for damages they incurred as a result of the wrongful issuance.

8. Miscellaneous.

- 8.1.1. No Other Agreements. This Owners Agreement constitutes the entire, full, and complete agreement between the parties, and supersedes any earlier or contemporaneous negotiations, discussions, understandings, or agreements. There are no representations, inducements, promises, agreements, arrangements, or undertakings, oral or written, between the parties relating to the matters covered by this Owners Agreement, other than those in this Owners Agreement. No other obligations, restrictions, or duties that contradict or are inconsistent with the express terms of this Owners Agreement may be implied into this Owners Agreement. Except for unilateral reduction of the scope of the covenants permitted in Section 3.3 (or as otherwise expressly provided in this Owners Agreement), no amendment, change, or variance from this Owners Agreement will be binding on either party unless it is mutually agreed to by the parties and executed in writing. Time is of the essence.
- 8.2. Severability. Each provision of this Owners Agreement, and any portions thereof, will be considered severable. If any provision of this Owners Agreement or the application of any provision to any person, property, or circumstances is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Owners Agreement will be unaffected and will still remain in full force and effect. The parties agree that the provision found to be invalid or unenforceable will be modified to the extent necessary to make it valid and enforceable, consistent as much as possible with the original intent of the parties (i.e., to provide maximum protection for us and to effectuate the Owners' obligations under the Franchise Agreement), and the parties agree to be bound by the modified provisions.
- 8.3. No Third-Party Beneficiaries. Nothing in this Owners Agreement is intended to confer upon any person or entity (other than the parties and their heirs, successors, and assigns) any rights or remedies under or by reason of this Owners Agreement.
- 8.4. Construction. Any term defined in the Franchise Agreement which is not defined in this Owners Agreement will be ascribed the meaning given to it in the Franchise Agreement. The language of this Owners Agreement will be construed according to its fair meaning, and not strictly for or against either party. All words in this Owners Agreement refer to whatever number or gender the context requires. If more than one party or person is referred to as you, their obligations and liabilities must be joint and several. Headings are for reference purposes and do not control interpretation.
- 8.5. Binding Effect. This Owners Agreement may be executed in counterparts, and each copy so executed and delivered will be deemed an original. This Owners Agreement is binding on the parties and their respective heirs, executors, administrators, personal representatives, successors, and (permitted) assigns.
- 8.6. Successors. References to "Franchisor" or "the undersigned," or "you" include the respective parties' heirs, successors, assigns, or transferees.
- 8.7. Nonwaiver. Our failure to insist upon strict compliance with any provision of this Owners Agreement shall not be a waiver of our right to do so. Delay or omission by us respecting any breach or default shall not affect our rights respecting any subsequent breaches or defaults. All rights and remedies granted in this Owners Agreement shall be cumulative.
- 8.8. No Personal Liability. You agree that fulfillment of any and all of our obligations

written in the Franchise Agreement or this Owners Agreement, or based on any oral communications which may be ruled to be binding in a court of law, shall be our sole responsibility and none of our owners, officers, agents, representatives, nor any individuals associated with us shall be personally liable to you for any reason.

8.9. Owners Agreement Controls. In the event of any discrepancy between this Owners Agreement and the Franchise Agreement, this Owners Agreement shall control.

9. No Disparagement or Misappropriation. At no time (i.e., indefinitely) following the Effective Date shall the Owner (i) make any statements, or take any other actions whatsoever, to disparage, defame, sully or compromise the goodwill, name, brand or reputation of the Franchisor or any of its affiliates (collectively, the “Company Goodwill”) or (ii) commit any other action that could likely injure, hinder or interfere with the Business, business relationships or Company Goodwill of the Company or its affiliates. The Owner hereby represents and warrants that, prior to the Effective Date, the Owner has not committed any of the foregoing actions described in this Section 9. In the event Owner breaches any component of this Section 9 at any time, Owner acknowledges and agrees that it would be impractical or extremely difficult to ascertain the amount of actual damages to Franchisor. For this reason, Owner agrees that any violation of this Section 9 shall result in the imposition of liquidated damages, and not as a penalty, in the amount of the Initial Franchise Fee under the Franchise Agreement, per each occurrence, to be paid by Owner to Franchisor, which represents the reasonable compensation for the loss incurred because of the breach.

IN WITNESS WHEREOF, the parties have entered into this Owners Agreement as of the effective date of the Franchise Agreement.

OWNERS:

[Insert Name and Address of Owner]

Send Me a Trainer Franchising LLC. hereby accepts the Owner(s)' agreements:

By: _____

Title: _____

ATTACHMENT D

SBA ADDENDUM TO FRANCHISE AGREEMENT

THIS ADDENDUM (“**Addendum**”) is made and entered into on _____, 20____, by Send Me a Trainer Franchising LLC., 2125 Biscayne Boulevard, Suite 204 #7724, Miami, Florida 33137 (“**Franchisor**”), and _____, located at _____ (“**Franchisee**”).

RECITALS

Franchisor and Franchisee entered into a Franchise Agreement on _____, 20____, (the “**Franchise Agreement**”). Franchisee agreed, among other things, to operate and maintain a franchise located at _____ (the “**Franchised Business**”). Franchisee has obtained from a lender a loan (the “**Loan**”) in which funding is provided with the assistance of the United States Small Business Administration (“**SBA**”). SBA requires the execution of this Addendum as a condition for obtaining the SBA assisted financing.

NOW, THEREFORE, in consideration of the mutual promises below, and for good and valuable consideration in hand paid by each of the parties to the others, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. **NO DEFAULT.** As of the date of this Addendum, the Franchise Agreement is in full force and effect, and Franchisor has sent no official notice of default to Franchisee under the Franchise Agreement that remains uncured.
2. **LIEN.** Under Section IF of the Franchise Agreement, Franchisee may grant the SBA a lien on Franchisee’s business assets as required in its loan authorization, provided that such lien excludes the Franchise Agreement. Notwithstanding anything to the contrary in the Franchise Agreement, Franchisee may grant the SBA a lien on any Trailer(s) financed by the SBA. During the term of this Addendum, Franchisor shall waive any right to the Conditional Assignment of Title in Attachment D to the Franchise Agreement.
3. **BUSINESS OPERATION.** If Franchisor must operate the business under Section 13E(2) or 15C of the Franchise Agreement, Franchisor will operate the business for a ninety (90)-day renewable term, renewable as necessary for up to one (1) year, and Franchisor will periodically discuss the status with Franchisee or its heirs.
4. **PRICING.** Notwithstanding anything to the contrary in Section 10 of the Franchise Agreement, Franchisee shall have the discretion to set pricing for its products and services provided that, subject to applicable antitrust laws, such pricing: (1) is at or below any maximum price cap programs established by Franchisor for its franchise system during any limited time bona fide promotional programs or national or regional accounts programs; and (2) is at or above any minimum price threshold programs established by Franchisor for its franchise system during any limited time bona fide promotional programs or national or regional accounts programs.
5. **OPTION TO PURCHASE FRANCHISE.** If the Franchise Agreement is terminated and the Franchised Business or its contents are to be sold under Section 16E of the Franchise Agreement and the parties are unable to agree as to a purchase price and terms, the fair market value of the Franchised Business and property shall be determined by three (3) appraisers chosen in the following manner: Franchisee shall select one (1) appraiser, Franchisor shall select one (1) appraiser, and the two (2) appraisers so chosen shall select a third appraiser. The decision of the majority of the appraisers so chosen shall be conclusive. Franchisor and Franchisee shall

individually bear the cost of their selected appraiser, and the cost of the third appraiser shall be shared equally by Franchisor and Franchisee.

6. **RIGHT OF FIRST REFUSAL.** The following is hereby added to the end of Section 13G of the Franchise Agreement:

“However, Franchisor may not exercise a right of first refusal:

- a. if a proposed transfer is between or among individuals (including members of their immediate families and their respective spouses) who, at the time of the proposed transfer, have an ownership interest in Franchisee or the Send Me a Pro Franchise, and who have guaranteed Franchisee’s obligations under a then- outstanding indebtedness which is guaranteed by the SBA (“**Owner/Guarantor(s)**”); or
- b. if a proposed transfer involves a person other than an Owner/Guarantor and the proposed transfer involves a non-controlling ownership interest in Franchisee or the Send Me a Pro Franchise.

Franchisor’s right to approve or to disapprove a proposed transfer or transferee, or to exercise its right of first refusal with respect to a Transfer of a controlling interest in Franchisee or the Send Me a Pro Franchise, shall not be affected by any of the foregoing provisions. If Franchisor does not qualify as a small business under SBA regulations, the parties acknowledge and understand that Franchisor’s exercise of its right of first refusal may result in an SBA guaranteed loan becoming immediately due and payable.”

7. **CONSENT.** Franchisor will not unreasonably withhold, delay, or condition its consent to any proposed transfer or assignment by Franchisee which requires Franchisor’s consent under Section 13B of the Franchise Agreement.

8. **GUARANTY.** The Owner’s Agreement attached as Attachment C to the Franchise Agreement shall be replaced by the Owner’s Agreement attached to this Addendum as Exhibit A. Notwithstanding anything to the contrary in the Franchise Agreement or Exhibit A of this Addendum, Franchisee shall not be responsible to guarantee any obligations of any transferee of the Franchised Business unless such transfer is made to a wholly-owned corporation or limited liability company pursuant to Section 21 of the Franchise Agreement.

9. **TERMINATION.** This Addendum automatically terminates on the earliest to occur of the following: (i) a termination occurs under the Franchise Agreement; (ii) the Loan is paid in full; or (iii) SBA no longer has any interest in the Loan.

IN WITNESS WHEREOF, the parties hereto have duly signed and executed this Addendum as of the day and year first above written.

FRANCHISOR:

Send Me a Trainer Franchising LLC.

By:

Print Name:

Title:

FRANCHISEE:

By:

Print Name:

Title:

ATTACHMENT E

PURCHASE PROGRAM LOAN AGREEMENT

PURCHASE PROGRAM LOAN AGREEMENT

THIS LOAN AGREEMENT (this “Agreement”) BETWEEN:
Send Me a Trainer Franchising LLC.

(the “Lender or Franchisor”)

OF THE FIRST PART

AND

(the “Borrower or Franchisee”)

OF THE SECOND PART

IN CONSIDERATION OF the Franchisor loaning certain monies (the “Loan or Purchase Program Amount”) to the Franchisee, and the Franchisee repaying the Loan to the Franchisor, both parties agree to keep, perform and fulfill the promises and conditions set out in this Agreement:

Loan Amount & Fixed Interest/Profit Amount

1. This is a payment plan of your initial Franchise Fee. The Franchisor hereby loans \$_____USD towards the initial Franchise Fee as described in Section 15.1 of the Franchise Agreement, to the Franchisee and the Franchisee promises to repay this principal amount to the Franchisor, plus a fixed interest or profit amount payable over the term of the program as outlined in this Agreement, beginning the same day the Franchise Agreement is signed. There is no compounding, or any variable amounts owed above the fixed payments specified below. This loan represents the initial fees due to the Franchisor in relation the Franchise Agreement entered into by the Franchisee.

Payment

2. The Purchase Program Amount will be repaid in consecutive even monthly installments of \$500 on the first day of each month following the first payment which occurs on signing of this agreement and continuing for between 60 and 84 months (depending on the amount financed). The implied maximum annual rate of interest is 7.42% which represents profit to the Franchisor for being able to offer this program.

Default

3. If Franchisee shuts down the business due to non-performance (Revenue not covering expenses for a period of 3 consecutive months or longer), then Franchisee will not be required to pay any of the remaining payments of the purchase program. (i.e., Franchisee shall automatically be deemed to be released from the obligation to pay the unpaid portion of the Franchise Fee at the time that Franchisee shuts down the business due to such non-performance).
4. Notwithstanding anything to the contrary in this Agreement, if the Franchisee defaults in the

- performance of any obligation under this Agreement, then the Franchisor may declare the principal amount owing under this Agreement at that time to be immediately due and payable.
5. If the Franchisee defaults in payment as required under this Agreement or after demand for ten (10) days, the Security will be immediately provided to the Franchisor and the Franchisor is granted all rights of repossession as a secured party.
 6. If the Franchisee defaults in payment as required under this Agreement or after demand for ten (10) days, the Franchisee will be in default of the Franchise Agreement 22.2(xx).

Security

7. This Loan is secured by the following security (the "Security"): the Franchisees Send Me a Pro Franchise.
8. The Franchisee grants to the Franchisor a security interest in the Security until this Loan is paid in full. The Franchisor will be listed as a lender on the title of the Security whether or not the Franchisor elects to perfect the security interest in the Security. The Franchisee will do everything necessary to assist the Franchisor in perfecting its security interest.
9. For clarity purposes, there are no personal guarantees, and the Franchisees personal assets are not offered as "Security".

Governing Law

10. This Agreement will be construed in accordance with and governed by the laws of the State of Florida.

Costs

11. The Franchisee shall be liable for all costs, expenses and expenditures incurred including, without limitation, the complete legal costs of the Franchisor incurred by enforcing this Agreement as a result of any default by the Franchisee and such costs will be added to the principal then outstanding and shall be due and payable by the Franchisee to the Franchisor immediately upon demand of the Franchisor.

Binding Effect

12. This Agreement will pass to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Franchisee and Franchisor. The Franchisee waives presentment for payment, notice of non-payment, protest, and notice of protest.

Amendments

13. This Agreement may only be amended or modified by a written instrument executed by both the Franchisee and the Franchisor.

Severability

14. The clauses and paragraphs contained in this Agreement are intended to be read and construed independently of each other. If any term, covenant, condition or provision of this Agreement

is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

General Provisions

- 15. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Entire Agreement

- 16. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

IN WITNESS WHEREOF, the parties have duly affixed their signatures under hand and seal on this this __ day of __, _____.

FRANCHISOR:

FRANCHISEE:

Send Me a Trainer Franchising LLC.

By:

By:

Print Name:

Print Name:

Title:

Title:

**EXHIBIT C TO SEND ME A TRAINER FRANCHISING LLC
FRANCHISE DISCLOSURE DOCUMENT**

FINANCIAL STATEMENTS

**SEND ME A TRAINER FRANCHISING, LLC
FINANCIAL STATEMENTS
DECEMBER 31, 2024**

**SEND ME A TRAINER FRANCHISING, LLC
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MUHAMMAD ZUBAIRY, CPA PC
Certified Public Accountant
646.327.7013

INDEPENDENT AUDITOR'S REPORT

To the Members of
Send me a Trainer Franchising, LLC

Opinion

We have audited the financial statements of Send me a Trainer Franchising, LLC "The Company" which comprise the balance sheet as of December 31, 2024 and 2023, and the related statements of operations, and changes in members' equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of Send me a Trainer Franchising, LLC as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Send me a Trainer Franchising, LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Send me a Trainer Franchising, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

In performing an audit in accordance with GAAS, we:

Exercise professional judgment and maintain professional skepticism throughout the audit.

Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Send me a Trainer Franchising, LLC's internal control. Accordingly, no such opinion is expressed.

Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Send me a Trainer Franchising, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.



Muhammad Zubairy, CPA PC
Westbury, NY
April 7, 2025

**SEND ME A TRAINER FRANCHISING, LLC
BALANCE SHEETS**

	YEARS ENDED DECEMBER 31		
	2024	2023	2022
<u>ASSETS</u>			
Current assets			
Cash	\$ 435,403	\$ 413,819	\$ 398,094
Accounts receivable	241,621	241,621	352,340
Contract Assets	71,865	55,972	46,429
	748,889	711,412	796,863
Contract Assets, net of current	485,423	405,204	369,596
	\$ 1,234,312	\$ 1,116,616	\$ 1,166,459
<u>LIABILITIES AND MEMBERS' EQUITY (DEFICIT)</u>			
Current liabilities			
Accounts payable and accrued expenses	\$ 22,714	\$ 12,204	\$ 20,796
Notes payable-members	—	—	50,000
Deferred Revenue - deposits	17,533	—	—
Contract Liability	146,178	137,984	126,117
Total current liabilities	186,425	150,188	196,913
Contract Liability, net of current	1,059,338	869,173	929,892
Members' Equity (Deficit)	(11,451)	97,255	39,654
Total Liabilities and Members' Equity	\$ 1,234,312	\$ 1,116,616	\$ 1,166,459

See notes to financial statements

SEND ME A TRAINER FRANCHISING, LLC
STATEMENTS OF OPERATIONS AND MEMBERS' EQUITY

	YEAR ENDED DECEMBER 31		
	2024	2023	2022
Revenues	\$ 664,725	\$ 515,188	\$ 668,978
General and Administrative Expenses	589,631	457,587	377,391
Net Income	75,094	57,601	291,587
Partner Distribution	(183,800)	—	(430,000)
Members' Equity -Beginning	97,255	39,654	178,067
Members' Equity-Ending	<u>\$ (11,451)</u>	<u>\$ 97,255</u>	<u>\$ 39,654</u>

See notes to financial statements

SEND ME A TRAINER FRANCHISING, LLC
STATEMENTS OF CASH FLOWS

	YEAR ENDED DECEMBER 31		
	2024	2023	2022
Operating Activities			
Net Profit(Loss)	\$ 75,094	\$ 57,601	\$ 454,662
Adjustments to reconcile net profit(loss) to net cash provided by operating activities:			
Changes in assets and liabilities			
Contract Assets	(96,112)	(45,151)	(185,322)
Accounts receivable	—	110,719	(112,028)
Brand Development Fund	—	—	(163,075)
Accounts payable and accrued expenses	10,510	(8,592)	4,342
Notes payable-members	—	(50,000)	—
Deferred Revenue - deposits	17,533	—	—
Contract Liability	198,359	(48,852)	546,494
	<u>205,384</u>	<u>15,725</u>	<u>545,073</u>
Financing Activities			
Partner Distribution	(183,800)	—	(430,000)
Net Increase in Cash	21,584	15,725	115,073
Cash-Beginning	413,819	398,094	283,021
Cash-Ending	<u><u>\$ 435,403</u></u>	<u><u>\$ 413,819</u></u>	<u><u>\$ 398,094</u></u>

See notes to financial statements

SEND ME A TRAINER FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023

1. THE COMPANY- Send Me a Trainer Franchising, LLC. is a Delaware limited liability company formed in July 2019. It offers franchises that operate personal training services, group fitness classes, and corporate and residential fitness programs at times and locations convenient for clients.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting-The accompanying financial statements have been prepared on an accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America. Under the accrual method, revenues are recognized when earned and expenses are recognized when a liability is incurred, without regard to receipt or disbursement of funds.

Franchise Arrangements-The Company's franchise arrangements generally include a license which provides for payments of initial fees as well as continuing royalties to the Company based upon a percentage of sales. Under this arrangement, franchisees are granted the right to operate a business that provides personal training services, group fitness classes, and corporate and residential fitness programs using the system for a specified number of years.

Concentration of Credit Risk— Financial instruments that potentially expose the Company to concentration of credit risk primarily consist of cash and cash equivalents. The balances in the Company's cash accounts did exceed the Federal Deposit Insurance Company's (FDIC) insurance limit of \$ 250,000. The Company exceeded its cash and cash equivalents with accredited financial institutions by about \$185,403.

Use of Estimates- The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could vary from those estimates.

Cash-Cash consists of unrestricted cash on deposit at financial institutions.

Taxes on Income - The Company has elected to be taxed limited liability company federal and state income tax purposes. Income and expenses for the Company pass through directly to the shareholder and is reported on its income tax returns.

Revenue Recognition — In May 2014, the FASB issued a new accounting standard ASU No. 2014-09, "Revenue from Contracts with Customers (Topic 606)", that attempts to establish a uniform basis for recording revenue to virtually all industries' financial statements. The revenue standard's core principle is to recognize revenue when promised goods or services are transferred to customers in an amount that reflects the consideration expected to be received for those goods or services. The new standard changes how the Company records initial franchise fees from franchisees, area developer fees and brand development fees.

Under Legacy GAAP, franchise fees, which are non-refundable, were recognized as income when substantially all services to be performed by the Company and conditions relating to the sale of the franchise were performed or satisfied, which generally occurred when the franchisee commenced operations. . The transaction price attributable to performance obligations are recognized as the performance obligations are

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont'd)

satisfied. The portion of the franchise fee, if any, that is not attributable to a distinct performance obligation are amortized over the life of the related franchise agreements. Commission paid for franchises are amortized over the life of the franchise agreement.

3. CONTRACT LIABILITY AND CONTRACT ASSETS

In compliance with the Financial Accounting Standards Board ("FASB") new accounting standards for revenue recognition ("Topic 606"), the Company records its non-refundable franchise fees, net of amounts earned based on allowable direct services, as deferred revenues, to be recognized over the life of the franchise agreement. The non-refundable franchise fees received but not yet earned as of December 31, 2024 and 2023 were \$1,205,516 and \$1,007,157 respectively. The Company records its commissions paid as deferred to be recognized over the life of the franchise agreement. The deferred commissions as of December 31, 2024 and 2023 were \$557,288 and \$461,176, respectively.

4. SUBSEQUENT EVENTS-

The Company evaluates events that have occurred after the balance sheet date but before the financial statements are issued. Based upon the evaluation, the Company did not identify any recognized or non-recognized subsequent events that would have required further adjustment or disclosure in the financial statements. Subsequent events have been evaluated through March 26, 2024, which is the date the financial statements were available to be issued.

**EXHIBIT D TO SEND ME A TRAINER FRANCHISING LLC
FRANCHISE DISCLOSURE DOCUMENT**

LIST OF CURRENT AND FORMER FRANCHISEES

Current Franchisees as of December 31, 2024:

SWIFTSERVE HOLDINGS LLC
4620 S Amethyst Dr
Chandler, Arizona, 85249
Tel: 480-908-2333
Email: southgilbert@sendmeapro.com
Number of Territories: 14

INSTA GURU LLC
2928 E Riane Rd
Phoenix, Arizona, 85050
Tel: 623-294-8374
Email: phoenixnorth@sendmeapro.com
Number of Territories: 10

NH Pros Corp
85 S River Rd
Bedford, New Hampshire, 03110
Tel: 603-748-4841
Email: bedford-hollis@sendmeapro.com
Number of Territories: 11

SurePoint Solutions Inc.
Address: Not Established Yet
Tel: 631-902-4989
Email: monmouthcountyeast@sendmeapro.com
Number of Territories: 10

MPF Enterprises, LLC
324 Murry Hill Drive
Lancaster, Pennsylvania, 17601
Tel: 717-913-8277
Email: lancastercentral@sendmeapro.com
Number of Territories: 19

DIFM LLC
751 West Sproul Road #1084
Springfield, Pennsylvania, 19064
Tel: 610-675-5693
Email: delco@sendmeapro.com
Number of Territories: 10

Caudill Legacy Enterprises, INC.
4106 Pebble Creek
Dr Eules, Texas, 76040
Tel: 682-298-7878
Email: northeastarrant@sendmeapro.com
Number of Territories: 11

Ventic Services, LLC
2524 Bountiful Ct
Heath, Texas, 75126
Tel: 945-245-4055
Email: rockwall-heath@sendmeapro.com
Number of Territories: 2

Franchisees with Unopened Outlets as of December 31, 2024:

Former Franchisees:

None.

None.

The name and last known address of every franchisee who had a Send Me a Pro Franchise transferred, terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under our Franchise Agreement during the period January 1, 2022 to December 31, 2022, or who has not communicated with us within ten weeks of the Issuance Date of this Franchise Disclosure Document are listed below. If you buy this Franchise, your contact information may be disclosed to other buyers when you leave the Franchise System.

None

**EXHIBIT E TO SEND ME A TRAINER FRANCHISING LLC
FRANCHISE DISCLOSURE DOCUMENT**

LIST OF STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

State Administrators

California

Commissioner of Financial
Protection and Innovation
2101 Arena Boulevard
Sacramento, California 95834
(916) 445-7205
(Toll Free) (866) 275-2677
Ask.DFPI@dfpi.ca.gov
www.dfpi.ca.gov

Hawaii

Commissioner of Securities
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

Illinois

Illinois Franchise Development
Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

Indiana

Indiana Chief Deputy Commissioner
Secretary of State
Franchise Section – Securities Division
301 W. Washington Street, Room E-111
Indianapolis, Indiana 46204
(317) 232-6681

Maryland

Office of the Attorney General
Securities Division
2000 Saint Paul Place
Baltimore, Maryland 21202
(410) 576-7044

State Agents for Service of Process

California

Commissioner of Financial
Protection and Innovation
2101 Arena Boulevard
Sacramento, California 95834
Ask.DFPI@dfpi.ca.gov
www.dfpi.ca.gov

Hawaii

Commissioner of Securities
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

Illinois

Illinois Franchise Development
Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706

Indiana

Indiana Chief Deputy Commissioner
Secretary of State
Franchise Section – Securities Division
301 W. Washington Street, Room E-111
Indianapolis, Indiana 46204

Maryland

Office of the Attorney General
Securities Division
2000 Saint Paul Place
Baltimore, Maryland 21202

Michigan

Michigan Franchise Administrator
Consumer Protection Division
Attention: Franchise Examiner
670 Law Building
Lansing, Michigan 48913
(517) 373-7117

Minnesota

Minnesota Franchising Examiner
Minnesota Department of Corporations
133 East Seventh Street
St. Paul, Minnesota 55101
(612)295-6328

New York

NYS Department of Law
28 Liberty Street, 21st Floor
New York, New York 10005
(212) 416-8222

North Dakota

North Dakota Securities Department
600 East Boulevard State Capitol
Fifth Floor, Dep't 414
Bismarck, North Dakota 58505
(701) 328-4712

Rhode Island

Rhode Island Securities Examiner
Division of Securities
1511 Pontiac Avenue
Cranston, Rhode Island 02920
(401) 462-9500

South Dakota

South Dakota Franchise Administrator
Division of Securities
Department of Labor & Regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501
(605)773-4013

Michigan

Not Applicable

Minnesota

Minnesota Franchising Examiner
Minnesota Department of Corporations
133 East Seventh Street
St. Paul, Minnesota 55101

New York

Secretary of State of New York
99 Washington Avenue
Albany, New York 12231

North Dakota

North Dakota Securities Department
600 East Boulevard State Capitol
Fifth Floor, Dep't 414
Bismarck, North Dakota 58505

Rhode Island

Rhode Island
Department of Business Regulation
Division of Securities
1511 Pontiac Avenue
Cranston, Rhode Island 02920

South Dakota

Director, Division of Securities
124 S. Euclid, Suite 104
Pierre, South Dakota 57501

Virginia

Virginia Chief Examiner
State Corporation Commissioner
Division of Securities and Retail Franchising
1220 Bank Street
Richmond, Virginia 23219
(804)786-7751

Washington

Washington Securities Administrator
Securities Division
P.O. Box 9033
Olympia, Washington 98507
(360)902-8760

Wisconsin

Wisconsin Commissioner of Securities
Registration Division
P.O. Box 1768
Madison, Wisconsin 53101
(608)266-8559

Virginia

Clerk of the State Corporation Commissioner
P.O. Box 1197
Richmond, Virginia 23219

Washington

Director of Licensing
Securities Division
150 Israel Road
Turnwater, Washington 95801

Wisconsin

Wisconsin Commissioner of Securities
Office of the Commissioner of Securities
101 East Wilson Street
Madison, Wisconsin 53702

**EXHIBIT F TO SEND ME A TRAINER FRANCHISING LLC
FRANCHISE DISCLOSURE DOCUMENT**

FRANCHISE DISCLOSURE QUESTIONNAIRE

FRANCHISEE DISCLOSURE QUESTIONNAIRE

Do not sign this Disclosure Questionnaire if you are a resident of Maryland or the business is to be operated in Maryland.

Send Me a Trainer Franchising LLC (“we”, “us”, or “our”) and you are preparing to enter into a franchise agreement for the operation of a Send Me a Pro Franchise. The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading and to be certain that you understand the limitations on legal claims you may make by reason of the purchase and operation of your franchise. Please review each of the following questions carefully and provide honest responses to each question.

1. Yes ___ No ___ Have you received and personally reviewed the Franchise Agreement and each attachment or schedule attached to it?
2. Yes ___ No ___ Have you received and personally reviewed the Franchise Disclosure Document we provided?
3. Yes ___ No ___ Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?
4. Yes ___ No ___ Do you understand all the information contained in the Franchise Disclosure Document and Franchise Agreement?
5. Yes ___ No ___ Have you reviewed the Franchise Disclosure Document and Franchise Agreement with a lawyer, accountant or other professional advisor or have you had the opportunity for such review and chosen not to engage such professionals?
6. Yes ___ No ___ Have you discussed the benefits and risks of developing and operating a Send Me a Pro Business with an existing Send Me a Pro Franchisee?
7. Yes ___ No ___ Do you understand the risks of developing and operating a Send Me a Pro Business?
8. Yes ___ No ___ Do you understand the success or failure of your franchise will depend in large part upon your skills, abilities and efforts and those of the persons you employ as well as many factors beyond your control such as competition, interest rates, the economy, inflation, labor, and supply costs, and other relevant factors?
9. Yes ___ No ___ Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be litigated, mediated, and/or arbitrated in Florida, if not resolved informally or by mediation?
10. Yes ___ No ___ Do you understand that you must satisfactorily complete the initial training course before we will allow your Business to open or consent to a transfer?

11. Yes ___ No ___ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a Send Me a Pro Business, that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
12. Yes ___ No ___ Do you agree that no employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement concerning advertising, marketing, media support, marketing penetration, training, support service or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
13. Yes ___ No ___ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a Send Me a Pro Business will generate, that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
14. Yes ___ No ___ Do you understand that the Franchise Agreement and attachments to the Franchise Agreement contain the entire agreement between us and you concerning the franchise for the Send Me a Pro Business, meaning any prior oral or written statements not set out in the Franchise Agreement or the attachments to the Franchise Agreement will not be binding?
15. Yes ___ No ___ Do you understand that we are relying on your answers to this questionnaire to ensure that the franchise sale was made in compliance of state and federal laws?

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

[REMAINDER OF PAGE INTENTIONALLY BLANK]
[SIGNATURE PAGE TO FOLLOW]

EXPLANATION OF ANY NEGATIVE RESPONSE
(REFER TO QUESTION NUMBER)

Questionnaire Number	Explanation of Negative Response

Do not sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document. Sign and date this Questionnaire the same day you sign the Franchise Agreement and pay your franchise fee.

FRANCHISEE: _____

Signature: _____

Print Name: _____

Date: _____

**EXHIBIT G TO SEND ME A TRAINER FRANCHISING LLC
FRANCHISE DISCLOSURE DOCUMENT**

STATE ADDENDA AND AGREEMENT RIDERS

**ADDENDUM TO SEND ME A TRAINER FRANCHISING LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF NEW YORK**

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. 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:

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 or 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 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 the State of New York.

**AMENDMENT TO THE FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF NEW YORK**

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and the regulations promulgated thereunder (N.Y. Comp. Code R. § Regs. tit 13, §§ 200.1 through 201.16), the parties to the attached Send Me a Trainer Franchising LLC Franchise Agreement (the “Agreement”) agree as follows:

1. Under Section 4.6.2 of the Agreement, under the heading “Renewal,” the subsection 4.6.2(e) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

4.6.2(e) You shall execute a general release, in a form satisfactory to Us, with respect to any and all claims, known or unknown, that You might have against Us or our subsidiaries, or affiliates, or their respective officers, directors, agents, or employees, provided, however, that all rights enjoyed by You and any causes of action arising in Your favor from the provisions of New York General Business Law Sections 680-695, and the regulations issued thereunder, shall remain in force, it being the intent of this provision that the non-waiver provisions of New York General Business Law Sections 687.4 and 687.5 be satisfied.

2. Under Section 9.3 of the Agreement, under the heading “Conditions of Transfer,” the subsection 9.3(c) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

(c) That the transferor shall have executed a general release, in a form prescribed by Send Me a Pro, of any and all claims against Send Me a Pro and its affiliates, and their respective officers, directors, agents, shareholders, and employees, provided, however, that all rights enjoyed by Franchisee/transferor, and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680-695, and the regulations issued thereunder, shall remain in force, it being the intent of this provision that the non-waiver provisions of New York General Business Law Sections 687.4 and 687.5 be satisfied.

5. There are circumstances in which an offering be made by Send Me a Trainer Franchising LLC, would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the State of New York. However, an offer or sale is deemed in New York if Franchisee is domiciled in New York or the Send Me a Pro AR Business will be opening in New York. Send Me a Trainer Franchising LLC is required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

IN WITNESS WHEREOF, the parties hereto have duly executed this New York Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

FRANCHISEE:

SEND ME A TRAINER FRANCHISING LLC
doing business as Send Me a Pro

By: _____
Name: Muhssin El-Yacoubi
Title: Chief Executive Officer
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Delivery Addresses for Notices:

Send Me a Trainer Franchising LLC
2125 Biscayne Boulevard, Suite 204 #7724
Miami, Florida 33137

Evan M. Goldman, Esquire
The Franchise Firm LLP
225 Wilmington West Chester Pike, Suite 200
Chadds Ford, Pennsylvania 19317

Delivery Address for Notices:

**AMENDMENT TO THE FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF CALIFORNIA**

CALIFORNIA

The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the Franchise be delivered together with the FDD.

California Corporations Code Section 31125 requires us to give to you an FDD approved by the Department of Financial Protection and Innovation before we ask you to consider a material modification of your Franchise Agreement.

The Franchise Agreement contains, and if applicable, the Supplemental Agreements may contain, provisions requiring binding arbitration with the costs being awarded to the prevailing party. The arbitration will occur in Miami, Florida. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement or Supplemental Agreements restricting venue to a forum outside the State of California. The Franchise Agreement may contain a mediation provision. If so, the parties shall each bear their own costs of mediation and shall share equally the filing fee and the mediator's fees.

The Franchise Agreement and Supplemental Agreements require the application of the law of Florida. This provision may not be enforceable under California law.

Neither Franchisor nor any other person listed in Item 2 of the FDD 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 such persons from membership in such association or exchange.

California Business and Professions Code 20000 through 20043 provides 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.

The Franchise Agreement and Supplemental Agreements may provide for termination upon bankruptcy. Any such provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. SEC. 101 et seq.).

The Franchise Agreement contains, and if applicable, the Supplemental Agreements may contain, a covenant not to compete provision which extends beyond the termination of the Franchise. Such provisions may not be enforceable under California law.

Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable. Any such provisions contained in the Franchise Agreement or Supplemental Agreements may not be enforceable.

You must sign a general release of claims if you renew or transfer your Franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

Any interest rate charged to a California franchisee shall comply with the California Constitution. The interest rate shall not exceed either (a) 10% annually or (b) 5% annually plus the prevailing interest rate charged to banks by the Federal Reserve Bank of San Francisco, whichever is higher.

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.

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.

MARYLAND

AMENDMENTS TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENTS

Item 5 of the FDD and the Franchise Agreement are amended to state: Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

Item 17 of the FDD and the Franchise Agreement are amended to state: “The 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.”

Item 17 of the FDD and sections of the Franchise Agreement are amended to state that you may bring a lawsuit in Maryland for claims arising under the Maryland

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

Item 17 of the FDD and the Franchise Agreement are amended to state: This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally 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.

The Franchise Agreement and franchisee questionnaire are amended to state that all representations requiring prospective franchisees to assent to a release, estoppel, or waiver of liability are not intended to, nor shall they act as, a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

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.).

NEW YORK

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE

FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CAN NOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is to be added at the end of Item 3:

With the exception of what is stated above, the following applies 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 Rev. April 18, 2023 2 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 a 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 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 the franchisee by Article 33 of the General Business Law of the State of New York

6. Franchise Questionnaires and Acknowledgements--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.

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

VIRGINIA

Item 17(h). The following is added to Item 17(h):

“Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement or Supplemental Agreements involve the use of undue influence by the Franchisor to induce a franchisee to surrender any rights given to franchisee under the Franchise, that provision may not be enforceable.”

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the FDD for Send Me a Trainer Franchising LLC. for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure. The following statements are added to Item 8 and Item 17.h.:

Pursuant to 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 grounds 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.

WISCONSIN

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement if such provision is in conflict with that law. The Franchise Disclosure Document, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

MARYLAND ADDENDUM TO FRANCHISE AGREEMENT

The Franchise Agreement are amended to state: Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

The Franchise Agreement are amended to state: “The 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.”

The Franchise Agreement is amended to state that you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the Franchise.

The Franchise Agreement are amended to state: This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

The Franchise Agreement and franchisee questionnaire are amended to state that all representations requiring prospective franchisees to assent to a release, estoppel, or waiver of liability are not intended to, nor shall they act as, a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law. Specifically, Section 26 of the Franchise Agreement is deleted.

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.

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.).

FRANCHISOR:

Send Me a Training Franchising LLC

By: _____
Title: _____
Date: _____

FRANCHISEE:

[INSERT]

By: _____
Title: _____
Date: _____

APPLICABLE ADDENDA

If any one of the preceding Addenda for specific states (“**Addenda**”) is checked as an “Applicable Addenda” below, then that Addenda shall be incorporated into the Franchise Disclosure Document, Franchise Agreement and any other specified agreement(s) entered into by us and the undersigned Franchisee. To the extent any terms of an Applicable Addenda conflict with the terms of the Franchise Disclosure Document, Franchise Agreement and other specified agreement(s), the terms of the Applicable Addenda shall supersede the terms of the Franchise Agreement.

- | | |
|-------------------------------------|---------------------------------------|
| <input type="checkbox"/> California | <input type="checkbox"/> New York |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Minnesota | |

FRANCHISOR:

Send Me a Training Franchising LLC

By: _____
Title: _____
Date: _____

FRANCHISEE:

[INSERT]

By: _____
Title: _____
Date: _____

EXHIBIT H TO SEND ME A TRAINER FRANCHISING LLC
FRANCHISE DISCLOSURE DOCUMENT

State Effective Dates

The following states require the 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 disclosure document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

State	Effective Date
California	Not Registered
Hawaii	Not Registered
Illinois	Not Registered
Indiana	Not Registered
Maryland	Not Registered
Michigan	Not Registered
Minnesota	Not Registered
New York	Not Registered
North Dakota	Not Registered
Rhode Island	Not Registered
South Dakota	Not Registered
Virginia	Not Registered
Washington	Not Registered
Wisconsin	Not Registered

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.

**EXHIBIT I TO SEND ME A TRAINER FRANCHISING LLC
FRANCHISE DISCLOSURE DOCUMENT**

RECEIPT

RECEIPT

(Retain This Copy)

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 Send Me a Trainer Franchising LLC. 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.

Under Iowa law, if applicable, Send Me a Trainer Franchising LLC must provide this disclosure document to you at your first personal meeting to discuss the franchise. Michigan requires Send Me a Trainer Franchising LLC to give you this disclosure document at least ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires you to receive this disclosure document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Send Me a Trainer Franchising LLC 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, DC 20580, and the appropriate state agency identified on Exhibit D.

The name, principal business address, and telephone number of each franchise seller offering the franchise is:
Muhssin El-Yacoubi, 2125 Biscayne Boulevard, Suite 204 #7724, Miami, Florida 33137; (888)286-9819

Issuance Date: April 30, 2025

I received a disclosure document issued April 30, 2025 which included the following exhibits:

- Exhibit A Franchise Agreement
- Exhibit B Financial Statements
- Exhibit C List of Current and Former Franchisees
- Exhibit D List of State Administrators and Agents for Service of Process
- Exhibit E Franchise Disclosure Questionnaire
- Exhibit F State Addenda and Agreement Riders
- Exhibit G Contracts for use with the Send Me a Pro
- Exhibit H State Effective Dates
- Exhibit I Receipts Pages

Date	Signature	Printed Name
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PLEASE RETAIN THIS COPY FOR YOUR RECORDS.

RECEIPT (Our Copy)

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 Send Me a Trainer Franchising LLC. 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.

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If Send Me a Trainer Franchising LLC 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, DC 20580, and the appropriate state agency identified on Exhibit D.

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

Muhssin El-Yacoubi, 2125 Biscayne Boulevard, Suite 204 #7724, Miami, Florida 33137; (888)286-9819

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- Exhibit H State Effective Dates
- Exhibit I Receipts Pages

Date

Signature

Printed Name

Please sign this copy of the receipt, date your signature, and return it to Send Me a Trainer Franchising LLC, 2125 Biscayne Boulevard, Suite 204 #7724, Miami, Florida 33137.