

FRANCHISE DISCLOSURE DOCUMENT



Social Indoor Franchising, LLC
A Minnesota Limited Liability Company
5929 Baker Rd Suite 480, Minnetonka, MN 55345
www.socialindoor.com

The franchise offered is for the operation of a SOCIAL INDOOR® business within a particular geographic territory (the “Designated Territory”). The business will include sales and maintenance of indoor print and digital advertising services.

The total initial investment necessary to begin operation of a SOCIAL INDOOR Franchise is from \$94,050 - \$310,700. This includes \$52,500 – \$97,500 that must be paid to us or our affiliate. If you are purchasing an additional market, the total initial investment is \$85,500 - \$255,200. This includes \$45,000 to \$92,000 that must be paid to us or our affiliate. If you choose to purchase our optional Tandem Market, the total initial investment necessary to begin operation of a SOCIAL INDOOR Tandem Franchise is \$169,000 to \$810,700, which includes \$127,000 to \$597,500 that must be paid to us or our affiliate. If you are purchasing an additional Tandem Market, the total initial investment necessary to begin operation of an additional SOCIAL INDOOR Tandem Franchise is \$160,000 to \$755,200, which includes \$120,000 to \$520,000 that must be paid to us or our affiliate.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Tony Jacobson at 5929 Baker Rd Suite 480, Minnetonka, MN 55345. tony.jacobson@socialindoor.com; 952-800-1907.

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 contract and this Disclosure Document to an advisor, like a lawyer or 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 on franchising. 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 14th 2025, as amended July 31, 2025

STATE COVER PAGE

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.

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 discretion. 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 E includes financial statements. Review these 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 Social Indoor 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 is like to be a Social Indoor 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 area 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 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 the 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 may also have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See table of contents for the location of the State Specific Addenda.

Special Risk(s) to Consider About This Franchise

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

Out-of-state Dispute Resolution. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Minnesota. 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 Minnesota than in your won state.

Sales Performance Requirement. You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise and loss of your investment.

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.

ADDITIONAL DISCLOSURES FOR THE 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 a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 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 five 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 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
 - (ii) The fact that the proposed transferee is a competitor of the franchisor or sub franchisor.

(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.

(v) 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).

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

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

If the franchisor's most recent financial statements are un-audited, and show a net worth of less than \$100,000, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

Any questions regarding this notice should be directed to:

State of Michigan
Consumer Protection Division
Attn: Franchise
670 G. Mennen Williams Building
525 West Ottawa
Lansing, Michigan 48933
(517) 373-7117
miag@michigan.gov

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EXHIBITS

- A. State Agencies and Agents for Service of Process
- B. Franchise Agreement with Appendices
- C. Acknowledgement Addendum
- D. List of Franchisees
- E. Financial Statements
- F. State Addenda
- G. Manuals Pages
- H. Promissory Note
- I. General Release
- J. State Effective Dates
- K. Receipts

Item 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this Disclosure Document, “the Company”, “we,” “us” or “our” means Social Indoor Franchising LLC, the franchisor. “You” or “your” means the person or entity who buys the franchise and your spouse and may include a corporation or partnership. If a corporation or partnership is the franchisee, “you” will also include the franchisee’s owners.

The Franchisor:

We are a Minnesota limited liability company that was originally incorporated in the State of Minnesota on July 26th, 2019. Our principal business address is 5929 Baker Road, Suite 480, Minnetonka, MN. 55345; telephone: (952) 206-1917; website: www.socialindoor.com. We operate the business under the name “Social Indoor Franchising, LLC TM”. We have operated a businesses similar to the franchise offering under the name Social Indoor since our inception, and currently operate seven (7) locations. We do not do business under any other name.

Agents for Service of Process:

Our agents for service of process are disclosed in Exhibit A

Parents, Predecessors and Affiliates:

Social Indoor, LLC is the parent of Social Indoor Franchising, LLC. Social Indoor, LLC was also the predecessor for 1 day as the original transaction below from AllOver Media was completed on the 19th of August 2019 and transferred the same day to Social Indoor Franchising, LLC, but filed the next business day, August 20th, 2019.

AllOver Media Franchising, LLC is a predecessor that has been in a similar franchise business since 2002 operating under the trade name AllOver Media®. Their corporate offices are located at 16355 36th Ave N #700, Minneapolis, MN 55446. They have not been engaged in any other franchise offering. We acquired their franchise business on August 20th of 2019.

AllOver Media LLC, formed in 2002, is one of our National Sales account representatives for National Sales into our venues. They sell Advertising into Social Indoor venues following Appendix “C” revenue minimums and rules. They are only responsible for National Sales.

The Franchise:

We grant franchises to qualified persons for the right to own and operate an Social Indoor Franchise business (the “Business”) within a particular geographic territory (the “Designated Territory”) and under the terms of our standard Franchise Agreement, a copy of which is included in this Disclosure Document as Exhibit B. Social Indoor franchises are advertising service businesses that provide indoor print advertising services and indoor digital advertising services as further described in Item 16. You will place your indoor advertisements in businesses such as restaurants, bars, and in other public facilities, (as described further below) under the name Social Indoor.

We are in the business of the administration of our franchise system. We have granted **Social Indoor** franchises since August 31st, 2019.

The market for your potential clients is generally local businesses looking to advertise to consumers who frequent venues within a specific geographic area. Whether the market is developed or developing is largely dependent upon the number of local businesses in a geographic area, the local business climate, and competition. In general, advertising sales are not seasonal, but some advertising clients may have a seasonality or cyclical to their business. Sales will depend on the demand for these services and your willingness and ability to effectively use the Social Indoor system.

You must comply generally with all local, state, and federal laws in the operation of your Business. There also may be laws or ordinances that regulate certain product offerings in your Designated Territory. We urge you to make further inquiries about all of these laws that may be applicable to your Business in your state. It is your responsibility to make sure that you understand how these laws may impact your Business.

You will compete with other businesses performing similar advertising services, including other regional and national franchise systems, independent businesses, and national, regional, and local non-franchised companies. You also will compete with various other advertising mediums

Item 2

BUSINESS EXPERIENCE

CEO and Founder: Anthony (Tony) S. Jacobson

September 2018 – present, Tony has been our CEO in Minnetonka, MN.

SVP of Sales and Programmatic: Charlie Latterell

October 2021 – present, SVP of Sales and Programmatic in Minnetonka, MN. September 2018 to October 2021, Charlie was acting Market Development Manager for Social Indoor in Minnetonka, MN.

Franchise Development Manager: Beau Jacobson

July 2021 – Present, Beau is our Franchise Development Manager in Minnetonka, MN. April 2017 – July 2021, Beau was the General Manager for the Dallas-Fort Worth market in Dallas, TX.

Franchise Development: Derek Zaugg

January 2025 –Present. Derek is a Franchise Developer with us in Minnetonka, MN. Derek Zaugg was the Principal and Co- CEO for Customer Contact Services, Inc. (CCS) in Minnetonka, MN, beginning in the year 2000. CCS was a 24 hour /365 day contact center operating across many states and performing services globally. CCS was acquired by Prospect Partners of Chicago, IL in 2023. Derek was the founder and CEO of Lakeland Health Services, Inc. that was acquired in 2005, in Plymouth, MN.

Item 3

LITIGATION

Social Indoor has not been party to litigation with its franchisees, litigation involving the franchise relationship, subject to any administrative orders or decree by state franchise examiners, or party to any material civil litigation required to be disclosed in this Item, except the following:

Social Indoor, LLC & Anthony Jacobson vs. AllOver Media, Inc., Court File No.: 27-CV-23-2888, Hennepin County District Court, State of Minnesota, filed March 6, 2023. AllOver Media, Inc. is our predecessor in interest. The parties were engaged in a declaratory judgment, anti-trust and breach of contract action regarding non-competition covenants, including the scope and enforceability of such covenants, that were included in the purchase agreement and ancillary documents when Plaintiff purchased the franchise system. The case settled on November 13, 2024, the parties settled the matter by entering into a new agreement regarding pricing, and revised their restrictive covenants.

On September 11th, 2024, we entered into a Consent Order with the State of South Dakota, whereby we would pay a fine of \$2,500, due to our sale of a franchise when our registration had inadvertently lapsed.

Item 4

BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

Item 5

INITIAL FEES

Initial Franchise Fee:

Your Initial Franchise Fee for your Social Indoor Business will be a base of \$50,000 plus a territory population fee in accordance with the schedule at the end of this Item 5. The territory will be formulated using zip code mapping and the population fee will be calculated by most current U.S. census data by zip code as it overlays your territory. In connection with paying the Initial Franchise Fee, we will provide you with training (as described further in Item 11) and a Digital Starter Kit which includes some of the supplies and materials you will need to operate your Business. The Initial Franchise Fee must be paid on the business opening date.

If this is your second or subsequent Social Indoor franchise, your Initial Franchise Fee will be \$45,000 plus a population fee in accordance with the schedule at the end of this item 5. In connection with paying the Initial Franchise Fee we will provide you with a Starter Kit. If you, your general manager and/or sales manager wish to attend our initial training program, you will be required to pay us a training fee as outlined below.

Franchise fee schedule 2024 - 2025

Population Based using most current (2019 - 2021) US census data and Zip Code mapping using online tool.

Franchise fee begins at \$50,000 and increases \$1,000 for every 10,000 in population added.

Sample Chart

Initial Franchise Market	Additional Franchise Market	Population	
\$50,000	\$45,000	up to 150,000	Entry Level Franchise
\$55,000	\$50,000	200,000	
\$60,000	\$55,000	250,000	
\$65,000	\$60,000	300,000	
\$75,000	\$70,000	400,000	
\$85,000	\$80,000	500,000	
\$95,000	\$90,000	600,000	

Tandem Market

In certain qualifying markets where the Franchisor has a corporate presence, the Franchisor and its affiliates offer certain operational services in support of the conduct of the Franchised Businesses, including the installation of a number of display boards and print frames and creative design services. If you choose to purchase a Franchised Business in a tandem market, you will pay a Tandem Market Fee between \$75,000 and \$500,000, which is dependent upon the market rates where your Franchised Business will be located. Details regarding the services provided to Tandem Market franchisees are listed on Appendix H to the Franchise Agreement.

Training Fee:

We require a \$2,500 Training Fee to startup your initial franchise. Field visits are optional for subsequent franchises. If requested, actual travel and lodging costs would apply.

Initial franchise training will be held at Social Indoor Headquarters in Minnetonka, MN. You may bring up to 3 people, for 2 days at our home office to participate in the training. You are required to pay for all travel costs associated with this visit.

Following the initial training at HQ, you will also have one (1) field visit with at least (1) venue specialist from Social Indoor. Social Indoor will pay for all expenses of the field visit as it relates to flights, hotels and rental cars and meals for the Social Indoor employee. You are responsible for paying the salaries, travel expenses, lodging, and all other expenses for you and all employees you send to training.

Additional new-hire training is available by request for an additional fee. \$350 for virtual training, \$500 for in-person not including any training-related travel expenses. Subsequent corporate field visits are also available by request. Franchisee must pay \$500 for in-person visit as well as any actual travel expenses for the Social Indoor employee including flights, hotels, rental cars.

All fees in this Item are nonrefundable.

Item 6

OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	6% of cash sales	Monthly	(1, 3, 4)
Monitor Management Fee	\$35 lease fee 1 – 35 monitors \$25 lease fee 36+ monitors	Monthly	If in good standing & on ACH. (1, 2, 4)
Operational Support and SI Technology	\$400 per month	Monthly	For SIMON Software and Ad library. Begins first calendar month immediately after market creation by SI. (1, 4)
Marketing Fund	Up to 1% of Gross Sales during the Term of the Franchise Agreement, but not currently assessed	When Applicable	
Audit Fees	The expenses we incur to audit your records, and all royalties due if found reported short.	Immediately upon receipt of bill	You pay for cost of audit only if it shows an understatement of gross sales by more than 5%. (1, 4)
Supplier Review Fees	Social Indoors out of pocket cost	Upon your request that Social Indoor approve vendor	You must make a written request for approval. (1, 4)
Transfer / Re-sale Fee	\$7,500, plus any broker or referral fees we incur in helping you sell your business	At time of transfer	Fee includes all legal paperwork to transfer as well as Social Indoor walking new buyer through Franchise opportunity and ultimately approving candidate. Fee may be negotiated between seller and buyer. (1, 4)

Type of Fee	Amount	Due Date	Remarks
Interest Charges	The lesser of 18% per annum or the maximum legal rate allowable by applicable law	As incurred	(1, 4)
Convention Registration Fees and Expenses	Not currently applicable, and not to exceed \$1,000 during the Term of the Franchise Agreement	As incurred	Not Applicable (1, 4)
Renewal Fee	\$2,500	Every 10 years; waived at 5 year renewal	New agreement to be signed every 5 years. Must be in good standing and meet performance standards. Must sign then current franchise agreement. Renewal fee every 10 years. (1, 4)
New Market Training Fee	\$2,500	As incurred	For initial training and field visit (1, 4)
In-market coaching	Actual costs	as incurred	Invoice will be generated once franchisee requests, length of time and travel costs are estimated, and franchisee approves (1, 4)

Notes:

1. You must pay each of these fees to us unless otherwise noted. All fees are non-refundable unless otherwise noted.
2. Monitor management fee is \$35 per month per monitor for digital monitors shipped to franchisee or their market. There is a 60 day “grace” period beginning from the date of shipment on all monitors ordered. Social indoor compensates local franchisee or their agent for installing a limited number of monitors and replaces defective components of supplied digital monitors under this agreement. See Monitor Agreement attached as Exhibit “F” to the Franchise Agreement for full terms and conditions.
3. “Cash sales” definition for royalty purposes are any sales of advertising that the client pays for in cash or any sales of advertising other than “trade” for goods and services”. “Trade” definition for royalty purposes is the trading of advertising space for a good or a service. If there is any question as to the category for royalty purpose, Social Indoor shall have ultimate discretion. Any Franchisee dealing with any “trade” transaction must abide by any local, state, or national laws in reporting of any tax implications that such a transaction warrant.
4. You must authorize your bank to directly deposit your royalty fees and any other amounts due to us into our bank account from your bank account, on a monthly basis. You must also provide us with all documents necessary to direct your bank to honor these pre-authorized bank debits.
5. Gross sales include straight cash, credit or debit (all monetary) sales, trade value, excluding leasing venue in-house “free ads” or leasing venue approved cross-venue “free-ads”

6. “Cross Sales” means the sale of an indoor ad placement that originates from a client located inside your Designated Territory (the “Originating Franchisee”) but is placed in a Venue located in another Social Indoor franchisee’s and/or Social Indoor Corporate Market(s) (the “Receiving Franchisee”) designated territory.
7. “National Account Sales” means the sale of an Indoor Print, Indoor Digital Advertisement, and other “Bar Media” elements as requested by us or our affiliate to a client or account that is located outside of your Designated Territory or that is sold to a client or account located inside of your Designated Territory that is identified on the “National Sales List” (as defined in Item 16) and is placed inside or outside of your Designated Territory. For the purposes of this Agreement the term “Bar Media” shall include but not be limited to stand-alone media, coasters, napkins, glass and table wear, table tents, mirror and window clings and any other printed or digital advertising materials to be used inside the Venue.
8. All fees are uniformly imposed.

Item 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

First Social Indoor Franchise:

Type of Expenditure	Amount (1)	Method of Payment (2)	When Due	To Whom Payment is to be Made
Initial Franchise Fee (1)	\$50,000 - \$95,000	Lump Sum	On business opening date.	Us
Travel and Living Expenses for You During Training (7)	\$800- \$2,200	As Agreed	As Incurred	Transportation Providers, Hotels & Restaurants
Office Supplies (6, 11)	\$250 - \$1,100	As Agreed	As Incurred	Suppliers
Furniture, Fixtures and Equipment, supplies (2,3)	\$0 - \$4,400	Lump Sum	Before Start	Suppliers
Training fee (7)	\$2,500	Lump Sum	Before training	Us
Technology (10)	\$0 - \$3,300	As Agreed	As Incurred	Suppliers
Business Location Lease Payments – 6 Months (5)	\$0	Not Applicable	Not Applicable	Landlord
Insurance (6)	\$500 - \$2,200	As Agreed	As Incurred	Insurance Company
Additional Funds– 6 Months (4, 6)	\$40,000 - \$200,000	As Incurred	As Incurred	Personal, Salaries or paid employees, utilities, suppliers

Type of Expenditure	Amount (1)	Method of Payment (2)	When Due	To Whom Payment is to be Made
TOTAL ESTIMATED INITIAL INVESTMENT (9)	\$94,050 - \$310,700			
Optional Tandem Market Fee (12)	\$75,000 to \$500,000	Lump Sum	Before Training	Us
TOTAL ESTIMATED INITIAL INVESTMENT IN TANDEM MARKET	\$169,000 to \$810,700			

Additional Social Indoor Franchise:

Type of Expenditure	Amount (1)	Method of Payment (2)	When Due	To Whom Payment is to be Made
Initial Franchise Fee (1)	\$45,000 - \$90,000	Lump Sum	On Signing the Franchise Agreement	Us
Training Fee (7)	\$0 - \$2,000	Lump Sum	Prior to Attending Training	Us
Travel and Living Expenses for You During Training (7)	\$0 - \$2,200	As Agreed	As Incurred	Transportation Providers, Hotels & Restaurants
Office Supplies (11)	\$0 - \$1,100	As Agreed	As Incurred	Suppliers
Furniture, Fixtures and Equipment, supplies (2,3)	\$0 - \$4,400	Lump Sum	As Incurred	Suppliers
Technology (10)	\$0 - \$3,300	As Agreed	As Incurred	Suppliers
Insurance (6)	\$500 - \$2,200	As Agreed	As Incurred	Insurance Company
Additional Funds – 6 Months (4, 6, 8)	\$40,000 - \$150,000	As Incurred	As Incurred	Us, Salaries or paid employees, Suppliers and Utilities
TOTAL ESTIMATED INITIAL INVESTMENT (9)	\$85,500 - \$255,200			
Optional Tandem Market Fee (12)	\$75,000 to \$500,000	Lump Sum	Before Training	Us
TOTAL ESTIMATED INITIAL INVESTMENT IN TANDEM MARKET	\$160,000 to \$755,200			

Notes:

1. Payments are nonrefundable unless otherwise noted. Franchise fee escalates as size of territory increases.
2. This estimate does not include any estimate for signage, as your Business likely will be operated out of your home, and we will not require any signage.
3. We estimate the initial business expenses to range between \$40,000 to \$80,000 based upon expenses such as business insurance, subscriptions, fuel, marketing printing services, but primarily installation expenses of print frames and/or digital monitors. Your specific economic conditions and market growth plan may dictate estimated initial investment.
4. You are required to lease Digital Display Monitors and purchase Display Frames from us exclusively.
5. You may operate your Business out of your home. You are not required to purchase or lease any real estate or office space for your Business so your Business Location Lease Payments may be \$0. You are encouraged to live within your designated territory, but not required.
6. This total is based upon our estimate of average costs and market conditions prevailing as of the date of this Disclosure Document and our 30 years of experience in advertising. You are cautioned to allow for inflation, discretionary expenditures, fluctuating interest rates, other costs of financing, and local market conditions. These factors can be highly variable and can result in substantial, rapid, and unpredictable increases in costs. Your costs will also depend on factors such as your management skills and experience, your business skills, local economic conditions, the local market for a Social Indoor business, the prevailing wage rate, competition, and the sales level reached during the initial period. You must bear any deviation or escalation in costs from the estimates in this Item 7 or estimates that we give during any phase of the development process.
7. You are required to pay for expenses related to your initial Social Indoor Franchise Business training. Except as noted below, if you currently own and operate a Social Indoor business, you are not required to attend our initial training. If, however, you hire a general manager and/or sales agent to manage your additional Social Indoor business and this person has not previously completed our initial training program, they must attend and successfully complete our initial training program and you must pay us our then-current training fee. Training includes initial training, ongoing training for first 90 – 120 days, and a venue specialist field visit within 3 weeks of initial training. If additional training is done entirely over video conferencing your travel and living expenses may be \$0.
8. The lower amount assumes that you will manage the additional Business and will not be paid a salary, and the higher amount assumes that you will have one full-time or part-time employee. This amount will vary depending upon your number of employees, labor rates, minimum wage laws and other economic factors.
9. For the estimated range of costs, we relied on our management's 30 years of experience in the advertising business in numerous markets throughout the United States. Your costs will vary depending on the number of your venues, the number of your employees, the square footage of your Business Location, management and supervisory skills, economic and market conditions, competition, wage rates, sales levels attained, and other economic factors and will also depend on whether you offer indoor print, indoor digital advertising products, or both. You should

review carefully these figures with your business advisor before making any decision to purchase a Social Indoor franchise.

10. If you have a computer and you do not need to purchase additional software to run your business, your Technology cost may be \$0.
11. You may need to purchase office supplies to start your initial Social Indoor Franchise Business. If this is your second Social Indoor Franchise, your office supplies may be \$0.
12. This fee is payable to Franchisor if the franchisee purchases a Tandem Market, which is offered only in qualifying markets and is optional. The Franchisor will provide installation and creative design services in exchange for the Tandem Market Fee, which will range from \$75,000 to \$500,000. Details regarding the services provided to Tandem Market franchisees are listed on Appendix H to the Franchise Agreement.

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

To help assure a uniform image and uniform quality of products and services in all Social Indoor businesses, you must maintain and comply with our quality standards. Although you are not required to purchase or lease real estate from us, if you lease office space for your Business, you must improve and equip the space in accordance with our then current approved design, specifications and standards. You also must use equipment (which includes hardware and software for the computer system), signage, fixtures, furnishings, products, supplies, and advertising and sales promotion materials that meet our specifications and/or standards.

You must sell or use only those products and services that we have approved in writing. The purpose of this requirement is to ensure that franchisees adhere to the uniformity and quality standards associated with Social Indoor businesses. All orders for products, goods, supplies, fixtures and equipment should be ordered through the Franchisor unless otherwise approved.

We ordinarily establish specifications and/or standards for approved vendors and suppliers, or approved products based on our experiences, system standards, the marketplace, competition and other related factors that we deem appropriate. We may modify the standards and specifications for products and services periodically and add or delete them from the list of approved vendors and suppliers. Standards may include minimum standards for delivery, performance, warranties, design, appearance and other restrictions. Standards are updated periodically at our sole determination and are made available to you in our Operations Manual and other publications. At our discretion, we may, with notice to you, revoke our approval of any previously approved vendors and suppliers or products due to changes in standards and specifications or other reasons we determine in our discretion. We or an affiliate may be that source, as further described below.

1. **Software:** Social Indoor's SIMON software is the only approved software system to track all advertisements, customers, contracts and venue partners. Franchisee will run reports out of SIMON to enter into their financial accounting software such as Quickbooks, Xero, Zoho or alike. The Software fee includes: Access to our own proprietary SIMON Software which handles all advertising and venue information and deploys creative ads to your digital monitors. In addition, you will receive a Social Indoor email address, file hosting and access to all proprietary materials such as media kits, advertising, venue contracts and much more SI related business materials.

Additional programs such as CRM, Accounting or Business/Project management software are allowed (i.e., HubSpot, Salesforce, Quickbooks, Asana, Adobe, Microsoft Teams, etc.).

2. **Hardware, Displays:** Social Indoor is the only approved supplier for all hard goods to ensure brand consistency. This includes, but is not limited to: Digital Monitors, Print Frames including all related supplies such as tape, plexiglass, corrugated, templates and other related supplies.
3. **Printing, Creative Services, Stationary, Social Media:** Franchisee may use Social Indoor for these services, or they may contract with a local supplier for these items. Franchisee must request and obtain written authorization to work with a local supplier and supplier must follow Social Indoor Branding guidelines. Upon written request for approval, there may be supplier review fees associated with the Franchisor's evaluation of these suppliers.
4. **Website:** Social Indoor Franchise may create a market specific website for each local owner or designated metropolitan area. Franchisee's must utilize this website and may not have any other websites associated with their territory or representing their Social Indoor Franchise business.

You may make written requests for approval of a specific product of an additional qualified vendor or supplier. Except as noted below, we may grant our approval of the product if doing so will not create an inordinate number of suppliers (usually not more than 2) of the product. In addition, each supplier of a product must meet the following requirements: its product must comply with the applicable specifications and/or standards; the supplier's facilities must be adequate to meet the needs of franchisees; and the supplier and its facilities must be accessible to our periodic evaluation. We may charge the cost of evaluating a proposed new supplier and/or its product of approximately \$50 to \$250 per hour depending on the complexity.

You must initiate the formal approval process to have a specific product of an additional supplier approved. As part of this approval process, we may request that the supplier submit samples of its specific product to us. We then conduct an evaluation of the samples to determine whether the product conforms to the specifications and/or standards. We will notify you and the supplier of our evaluation results by mail usually within 30 days after our receipt of the sample.

As part of the approval process for a specific product, the supplier may be required to sign an applicable supplier agreement. We may revoke our appointment if the supplier is in violation of any of the terms of the applicable supplier agreement or if we determine in our good faith but exclusive judgment that the supplier is not meeting the standards and specifications that we have established for that product or service.

You must license the Social Indoor software from us. The Social Indoor software license agreement is attached as Exhibit E to the Franchise Agreement. The Social Indoor software license will not be available from any other source.

You may be required to purchase certain products and supplies only from us, or our required suppliers as noted in this Item 8. From time to time we, an affiliate or a third-party vendor or supplier may be the only approved supplier for certain products. You will pay the then-current price in effect for all purchases you make from us, our affiliate or any third-party vendor we designate. As of the issuance date of this document, our affiliate Social Indoor is the only approved supplier for our digital monitors and frames. In addition, you must use our affiliates for trademarked items (letterhead, business cards, etc.). Further, you may use only marketing and promotional materials that meet the standards described in Item

11 (see Items 6 and 11 for more information on marketing). We may receive rebates or other consideration from suppliers in connection with your purchase of goods, products and services as described in this Item 8. Some of these payments are based on services we provide to the supplier; other payments are calculated on an amount based on products sold to you. We will retain and use these payments as we deem appropriate or as required by the vendor.

Because we supply the Social Indoor software, trademarked items, Digital Monitors, print display boards and backgrounds, and offer vinyl wall graphic products to our franchisees, our officers may own an interest in one of our suppliers (the Franchisor). Other than our officers' ownership in us, as of the issuance date of this document, no officer has an ownership interest in any approved supplier other than Social Indoor.

We estimate that your purchase of products, supplies, and marketing materials that meet our specifications and standards will represent approximately 10% to 25% or more of the cost to establish the franchise business and 5% to 20% or more of the cost to operate the franchise business on an ongoing basis. The costs may vary depending on whether you operate your Business out of your home and if you hire employees. In the fiscal year ended December 31, 2024, we derived \$958,244, or 39.5% of our total revenue of \$2,424,248 from required purchases and leases. Our affiliates did not derive any revenue from required purchases or leases.

There currently are no purchasing or distribution cooperatives. We may negotiate prices for products for the benefit of the franchise system but not on behalf of individual franchisees. We will try to receive volume discounts for the franchise system. We do not provide material benefits to you based on your purchase of particular products or services or use of particular suppliers; provided, however, that when your franchise is up for renewal or you apply for an additional franchise, among the factors we consider are your compliance with your Franchise Agreement and support of our programs and policies, which would include compliance with the requirements described in this Item 8.

Item 9

FRANCHISEE'S OBLIGATIONS

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

Obligation		Section in Franchise Agreement	Disclosure Document Item
a.	Site selection acquisition/lease	Sections 2, 5A, 5C	Items 1, 7, and 11
b.	Pre-opening purchases/lease	Sections 5A, 6A-C, 8F	Items 5, 7, and 8
c.	Site development and other pre-opening requirements	Sections 2, 5A	Items 7 and 11
d.	Initial and ongoing training	Sections 7B, 7C	Items 6, 7 and 11
e.	Opening	Sections 2, 5A	Items 5 and 11
f.	Fees	Sections 7E, 8A-K, 9A	Items 5, 6 and 7
g.	Compliance with standards and policies/Operating Manual	Sections 5A-B, 6A-O	Items 11 and 16
h.	Trademarks and proprietary information	Sections 3A-E, 4 (iv), 6A-B, 6N, 9B, 12A, 12C	Items 13 and 14

Obligation		Section in Franchise Agreement	Disclosure Document Item
i.	Restrictions on products/services offered	Sections 2, 6A-D	Items 8, 11 and 16
j.	Warranty and customer service requirements	Section 6G	Item 16
k.	Territorial development and sales quotas	Section 2	Item 12
l.	Ongoing product/service purchases	Section 6A-D	Items 8 and 11
m.	Maintenance, appearance, and remodeling requirements	Section 5A, 5C	Items 6 and 11
n.	Insurance	Sections 6C, 10B	Items 6, 7 and 8
o.	Advertising	Sections 6N, 9A-C	Items 6, 7 and 11
p.	Indemnification	Section 10B	Not Applicable
q.	Owner's participation/management/staffing	Section 7A-E	Items 11 and 15
r.	Records/reports	Section 8H-J	Item 6
s.	Inspections/audits	Sections 6J, 8J	Item 6
t.	Transfer	Sections 11A, 14A-E, 15	Items 6 and 17
u.	Renewal	Section 4	Items 6 and 17
v.	Post-termination obligations	Sections 10C.2, 12A-C	Item 17
w.	Non-competition covenants	Sections 10D, 12C	Item 17
x.	Dispute resolution	Section 13A-C	Item 17
y.	Other	Not Applicable	Not Applicable

Item 10

FINANCING

Financing is only available for franchisees purchasing existing (corporately owned) franchise territories. For new or undeveloped franchise markets. We do not offer direct or indirect financing. We do not guarantee your note, lease, or obligation.

Summary of Terms for Existing Market Financing

Item Financed	Source of Financing	Down Payment	Amount Financed	Term (Yrs)	Interest Rate	Monthly Payment	Prepay Penalty	Security Required	Liability Upon Default	Loss of Legal Right on Default
Initial Fee	Social Indoor Franchising, LLC	10% Min.	90% Max.	Up to 60 Mo.	0%	TBD	Not Applicable	Personal Guarantee	Unpaid Balance & Attorney / Court Fees	Yes

If you qualify and choose to finance the purchase, you will be required to execute a promissory note. The note requires waiver of presentment for payment, demand, notice of demand, and all other notices in connection with the delivery, acceptance, performance, default or enforcement of the note. It is

not franchisor's practice or intent to sell, assign, or discount to a third party all or part of the financing arrangement.

Item 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, Social Indoor is not required to provide you with any assistance.

Pre-opening Assistance:

Before you operate your Business, we will:

1. Grant to you a license to operate your Business in a Designated Territory (subparagraph 2.A of the Franchise Agreement and Appendix B to the Franchise Agreement);
2. Provide training as described below in this Item 11 (subparagraph 7.B of the Franchise Agreement);
3. Upon your request, furnish to you a list of approved products and suppliers for your Business (subparagraphs 6.A and 6.B of the Franchise Agreement); and
4. Loan to you one copy of our Operations Manual for your Business containing mandatory and suggested specifications, standards and operating procedures for your Business (subparagraph 6.E of the Franchise Agreement). The Operations Manuals also included other manuals that we create for use in the operation of your Business.
5. Give you a Social Indoor starter kit comprised of two (2) digital demo monitors, two (2) carrying cases for the monitors, 2000 business cards, 50 kits each for sales and venues, and no less than 2 items of logo wear.

Site Selection. We do not select the site for your Business, but we must approve the site you choose. You are solely responsible for selecting a site within your Designated Territory that meets our standards and criteria and that is acceptable to us (subparagraph 5.A of the Franchise Agreement), and to present it to us for approval. We generally will respond within 30 days of your request for approval of a proposed Designated Territory. If we do not approve the Designated Territory you propose, we will permit you to examine alternative search areas for your Designated Territory. We will not sign a Franchise Agreement with you until we agree upon a Designated Territory. When approving a Designated Territory, we will consider local competition, population and character of the Designated Territory, demographic surveys and customer information, the comparative advantages of a particular market and market penetration. We will not own or lease any premises to you. If you cannot find an approved site, we have the right to terminate the Franchise Agreement and your initial franchise fee will be forfeited.

Development Time. The length of time between the signing of the Franchise Agreement and the opening of your Business is between 3 and 6 months. Factors affecting this length of time usually include arranging financing, successfully completing training and other possible factors. You must open your Business within 6 months after signing the Franchise Agreement or we have the right to declare the Franchise Agreement null and void. We do not assist with conforming the premises to local ordinances, building codes, or obtaining any required permits, and/or constructing, remodeling, or decorating the premises, and/or hiring and training employees.

Ongoing Assistance:

During the operation of your Business, we will:

1. Furnish you from time to time with updated and revised material for the manuals (subparagraph 6.E of the Franchise Agreement);
2. Furnish you from time to time with updated and revised products and suppliers lists (subparagraph 6.A and 6.B of the Franchise Agreement);
3. Evaluate your Business as necessary (subparagraph 6.I of the Franchise Agreement); and
4. Provide additional training (subparagraph 7.C of the Franchise Agreement).

Marketing Programs:

As of the issuance date of this document, we have not established a Brand Development Fund (the “Fund”). If established, you are required to contribute 1% of Gross Sales.

We will administer the Fund on behalf of the franchisees. If all of the Brand Development Fees are not spent in the fiscal year in which they accrue, the remaining amounts are retained in the Fund for use in the following years.

We are not required to spend any particular amount on marketing, advertising or promotion in the area in which your Business is located. We oversee the marketing programs and use the Fund to create marketing materials and conduct national, regional or local advertising as we determine appropriate. We will contribute to the Fund amounts equal to your required percentage for each similarly situated company-owned and affiliate-owned Businesses in the same local marketing area. We will prepare an annual unaudited accounting of the Fund and will make it available for your review upon your written request. We may use in-house resources or an outside national, regional, or local agency. We will not use the Fund for the solicitation of franchise sales.

For our 2024 fiscal year (ending December 31, 2024), we had not collected or spent any Brand Development Fees.

We encourage you to prepare a local marketing plan to advertise your business in your Territory. You may develop your own marketing materials, but you must obtain our written approval of all promotional and marketing materials prior to their use. Should we determine a particular advertisement or marketing effort to violate our Brand Standards, we reserve the right to have you cease that campaign immediately.

Although we do not currently do so, we may require advertising or marketing cooperatives to be formed, changed, dissolved, or merged in our sole determination. If established, you must direct your local advertising expenditures to the advertising cooperative which is separate from the payment of the Brand Development Fee. If and when we establish a cooperative, it will be administered by us and a committee of franchisees, and governing documents will be prepared and provided. Membership will be defined by location, and the amount of contribution will not exceed five percent (5%) of Gross Sales. Company-owned locations will be permitted to participate but will not be required to do so. Voting will be per location, with each location receiving one vote, for both franchisee and Company-owned locations.

As of the date of this Disclosure Document, we do not have an advertising or marketing council.

Computer System:

You must obtain a laptop computer for use in the operation of your Franchise Business that is capable of running our software programs. The laptop computer will be used to compile sales, lease and accounting information in addition to interfacing with our management software and Intranet. Essentially, the laptop does not need any special requirements other than being able to connect to a consistent internet connection as our programs are web-based. You must license the Social Indoor software from us. There are no contractual limitations on our access to the data on your computer or the data you upload onto our computer system. We have used the Social Indoor software systems, in various versions since September 2018. You must update, at your cost, your computer hardware and software as we direct, such as purchasing more memory or disk space, new network operating systems, Internet service providers, new file servers and/or new computer hardware as necessary to successfully run your business. There are no contractual limitations on the frequency or cost of the computer hardware and software updates that you must make at our request, but we see this as minimal given today's technology if you begin with the right system. We will have direct independent access to your computer data uploaded onto our computer system using the Social Indoor software and will have independent access to the data on your computer hard drive via modem upon request. We routinely will update National Account information on your computer system.

Listed below is the computer hardware and software which is required for the operation of your Business. Currently, the following computer hardware and software can be purchased from us. You will need to obtain one high-speed Internet connection (digital subscriber line ("DSL") or cable modem as supplied by your local Internet service provider, or one that meets Social Indoor requirements at our request. You agree, at your own expense to keep your computer system in good maintenance and repair and to install such upgrades, additions, changes, modifications, substitutions, and/or replacements to your computer system or software as we direct from time to time in writing. You agree that your compliance with these requirements shall be at your sole cost and expense.

We will provide you with our proprietary software. You may use any personal laptop or desktop computer. If you do not have one, we estimate the cost for purchasing a laptop computer will range from \$900 to \$2,000. The computer hardware will serve as an infrastructure for the computer software and will enable you to use the computer software described below to help manage your Business. We estimate the annual cost of optional and/or required maintenance, updating, upgrading or support contracts for the computer system will range from \$0 to \$200. Products such as iPads/Phones/Smaller Tablets may prove challenging to run your business, so we recommend utilizing an average size laptop and/or desktop with a keyboard. We will provide maintenance and support services for the Software in accordance with our Support Policy as the same may exist from time to time. We reserve the right to change the Support Policy at any time, in our sole discretion.

You must license the Social Indoor software from us. The Software License Agreement will be in effect for the term of the Franchise Agreement unless your Franchise Agreement is terminated or expires. The Social Indoor software will serve as your management tool, providing advertising vacancy information, billing and accounts receivable status and financial statement creation capability you can use to improve your Business' performance.

We will review our required computer hardware and software periodically in order to assess its functionality and operating efficiency.

Manuals:

Attached as Exhibit G to this Disclosure Document is the table of contents for each of our manuals, which include the “Getting Started Manual,” “Sales Manual,” “Business Management Manual,” “Install Manual” and “Software Manual” (collectively, the “Manuals”). The Manuals are comprised of 266 total pages.

Training:

Unless you have previously completed our initial training program, you must attend and satisfactorily complete our initial training program. If you open an additional Social Indoor business you, your general manager and sales agent must complete our initial training program. If, however, you, your general manager and sales agent for the Business have already completed our initial training program, you, your general manager, and sales agent will not be required to complete our initial training program. Training is available to you and your approved manager (if you have one) for your Business. Initial training must be completed to our satisfaction before you begin to operate your Business. Initial training is held as often as weekly, depending on demand, and will last for 2 days. It consists of 2 days of in-house or Zoom (or other video service) training. Continuing training will be held weekly, or as needed by franchisee demand. The in-house training is held at our headquarters in Minnetonka, Minnesota or via electronic video media. Our training team has a minimum of 5 years in the industry leasing venues, selling contracts, national business, creating content, building a similar business and have been with Social Indoor since it was founded. The technology team has over 5 years in the field and has been with Social Indoor since it was founded. Unless we approve a later date in writing, you and any approved manager must complete this training within 180 days of signing the Franchise Agreement. Any training provided by us to any of your employees will be limited to training or guiding the employees regarding the delivery of approved services to customers in a manner that reflects the customer and client service standards of the Social Indoor system. You are and will remain the sole employer of your employees during all training programs, and you are solely responsible for all employment decisions and actions related to your employees. You must ensure that your employees receive adequate training.

We may require you to attend additional mandatory training programs the content and duration of which may vary, depending on the circumstances, although we will not require your attendance at these programs more than twice a year. We will not charge a registration fee of any more than \$500 per person for these programs, although you must pay the travel and living expenses, salaries, and any other costs for you and any of your employees in attendance.

We may hold at least one convention per year in Minnesota (or other location that we designate), for all of our franchisees. We may require you to attend this convention, which will not last longer than 3 days with travel. We may charge a fee for attending the meeting, and you must pay for travel, lodging and related costs for you and all persons associated with you who attend the meeting. This is important to building a strong and consistent culture where our franchise owners can get together, meet, and share powerful success stories and tactics which are designed to and enhance your businesses and strengthen relationships with Social Indoor corporate and franchisees.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Social Indoor History & Mission Statement	2	0	Minnetonka, Minnesota or via Zoom call
Meet the Social Indoor , LLC Team	1	0	Minnetonka, Minnesota or via Zoom call

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Products and Branding	1	0	Minnetonka, Minnesota
Business Cycles – Performa – Ramp Up Schedule – Blitz Plan	1	0	Minnetonka, Minnesota or via Zoom call
Venues & Leasing	2	2	Minnetonka, Minnesota or via Zoom call and Venues training in franchisees market
Ad Sales	2	0	Minnetonka, Minnesota or via Zoom call and training in franchisees market
Creative Services	0.5	0	Minnetonka, Minnesota or via Zoom call
Display Services & Monitor Installations	1.5	1	Minnetonka, Minnesota or via Zoom call
National Sales /Cross Sales	1	0	Minnetonka, Minnesota or via Zoom call
SIMON (Social Indoor Media Operations Network)	1	0	Minnetonka, Minnesota or via Zoom call
In market visit	0	20	In Franchisee Market
Ongoing training calls	27		Zoom or conference call
TOTAL	40	23	

Item 12

TERRITORY

We grant you the right to operate a Social Indoor Business within a Designated Territory, in a location approved by us. We determine the population of your Designated Territory based on current United States census data and using zip code mapping. We will designate your Designated Territory as a Metro Designated Territory, Micro Designated Territory or Rural Designated Territory based on the classification proscribed for your Designated Territory by the United States Office of Management and Budget (“OMB”).

We have the absolute right (subject to the payment requirements noted in Appendix C to the Franchise Agreement) to solicit, sell, place and enter into advertising contracts for indoor print or indoor digital advertising services with National Accounts, regardless of where the National Account originates or where the advertisement is placed. Further, we have the absolute right to solicit, sell and place indoor print or indoor digital advertisements any other location not defined as a Venue in the Manuals regardless of where the business originates or where the advertisement is placed. For National account sales, the franchisee will be compensated for these ads inserted or placed in their Designated Territory.

Except as expressly noted in this Item 12 and the Franchise Agreement, you may market, solicit and service only those customers located inside your Designated Territory whose indoor ads will be placed at Venues in your Designated Territory. You may, however, after receiving consent from the Local Franchisee, engage in a Cross Sale for a customer located inside your Designated Territory. A Cross Sale occurs when the sale of an indoor ad placement originates within your Designated Territory, but the ad is

placed in another Local Franchisee's designated territory. Further, you may not market, solicit or provide services to a customer located in your Designated Territory if that customer is listed on our National Do Not Call Sales List. As noted in Item 16, you may only offer and sell those products and services that we have approved for your Designated Territory.

We and our affiliates retain all rights that are not expressly granted to you under the Franchise Agreement. Further, we and our affiliates may, among other things, on any terms and conditions we deem advisable, with compensation to any franchisee, and without granting you any rights therein:

1. solicit, sell and/or place National Accounts anywhere, including within your Designated Territory under the Social Indoor Trademarks or any other trademarks;
2. establish and/or license others to establish franchised or company-owned Social Indoor businesses at any location except within the Designated Territory regardless of the proximity of such business to your Designated Territory;
3. solicit, sell and/or place indoor print and indoor digital advertisements at Special Sites inside and outside your Designated Territory and other locations not defined as a Venue in the Manuals using the Social Indoor Trademarks or any other trademarks;
4. merge with, acquire or become associated with ("Merger/Acquisition Activity") any businesses or stores of any kind under other systems and/or other marks, which businesses and stores may convert to or operate under the Social Indoor Trademarks and may offer or sell advertising items, products and services that are the same as or similar to the services offered at or from your Franchised Business, and which may be located anywhere outside the Designated Territory; and
5. sell and distribute for ourselves and/or license others to sell and distribute through franchised businesses or any other method of distribution, within and outside the Designated Territory, products or services the same as or different from the products and services offered under the System, and which are offered and distributed under marks the same as or different than the Social Indoor Trademarks.

Except for National Account Sales and Cross Sales, it is a violation of another Social Indoor franchisee's franchise agreement if that franchisee makes sales in your Designated Territory under the Social Indoor Trademarks without having received prior written consent from us. Another franchisee's marketing in his or her designated territory, however, may reach your Designated Territory if contained in a general publication (or media) like a regional newspaper with general distribution (or broadcast) within his or her designated territory and your Designated Territory.

We have the right to sell and/or place National Accounts, anywhere including within your Designated Territory. If the National Account is an indoor print or indoor digital advertisement and will be placed in your Designated Territory, we will offer you the opportunity to place the National Account at the Venues located inside your Designated Territory and pay you as outlined in Appendix C to the Franchise Agreement. If you choose not to place the National Account or fail to place the National Account consistent with our standards and requirements, we or a third party (which may be another franchisee) will place the National Account inside your Designated Territory without the requirement of compensation to you. If you accept a National Account Sale but fail to meet our standards and requirements in connection with placing the National Account Sale, such action will constitute a default of your Franchise Agreement. You may participate in the National Account program if you meet the requirements identified in the Franchise Agreement and our Manuals.

If neither we nor a franchisee operates in a neighboring territory, we may permit you to service clients and Venues outside of your Designated Territory. In such instances, we reserve the right to require you to cease servicing those clients and Venues located outside your Designated Territory, and you must work diligently to assist in transferring the service needs of those clients and Venues immediately to the entity (whether us or a franchisee) that will continue to service those clients and Venues. All costs shall be assumed by the new franchisee.

You do not have any options, rights of first refusal or similar rights to acquire additional franchises within any particular Designated Territory.

Although we and our affiliates have the right to do so (as described above), we and our affiliates have not operated or franchised, and have no plans to operate or franchise, other businesses selling or offering similar products or services under different trademarks.

Even though the continuation of your franchise is not specifically dependent upon the penetration of the potential market, your failure to meet your yearly Minimum Monitor or Print Display Requirements, as outlined in Appendix B of the franchise agreement, is a default under the Franchise Agreement and may lead to a reduction in your Designated Territory or termination or, if applicable, nonrenewal of the Franchise Agreement.

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

Except for customers on the National Sales List, we do not restrict you from soliciting or making indoor print or indoor digital advertising sales from inside your Designated Territory. Except as provided in this Disclosure Document, you may not solicit or make any sales outside your Designated Territory. You do not have the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales outside your Designated Territory.

Social Indoor does not approve relocation of a territory due to the nature of the business, the venues and advertising partners. A franchisee may look at purchasing an additional territory and sell the existing franchise territory.

Item 13

TRADEMARKS

The Franchise Agreement licenses you to use the Social Indoor trademark, as well as other trademarks, service marks, trade names and commercial symbols (collectively, the “Trademarks”). We also claim common law trademark rights for all of the Trademarks. We have filed or intend to file all required affidavits and renewals for the Trademarks listed below.

Principal Trademarks	Principal/ Supplemental Register	Registration Number #	Filing Date
Social Indoor	Principal	6081174	June 16, 2020
	Principal	6091949	June 30, 2020
Social Indoor Franchising	Principal	6092476	June 30, 2020

There currently are no effective material determinations by the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, or any pending infringement, opposition or cancellation proceeding, or any pending material litigation, involving the Trademarks. There currently are no agreements in effect that significantly limit our rights to use or license the use of any Trademarks in any manner material to the franchise. There are no infringing uses known to us that could materially affect your use of the Trademarks.

We are not obligated under the Franchise Agreement to protect you against infringement or unfair competition claims arising out of your use of the Trademarks, or to participate in your defense or indemnify you. We reserve the right to control any litigation related to the Trademarks and we have the sole right to decide to pursue or settle any infringement actions related to the Trademarks. You must notify us promptly of any infringement or unauthorized use of the Trademarks of which you become aware. If we decide to change the Trademarks or determine that a trademark infringement action requires changes or substitutions to the Trademarks, you must make these changes or substitutions at your own expense.

Item 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

You do not receive the right to use any item covered by a patent. There are no pending patent applications that are material to the franchise. We do now own any registered copyrights which are material to the franchise; however, we claim copyright ownership and protection for our Franchise Agreement, our websites, the Manuals and for various sales, promotional and other materials published from time to time. Currently, there are no agreements in effect that limit the use of the copyrighted materials, and we are not aware of any determinations of the United States Patent and Trademark Office, the United States Copyright Office, or a court regarding any of the copyrighted materials, nor are we aware of any infringement that could materially affect our rights to license, or your rights to use, the copyrighted materials.

We are not obligated under the Franchise Agreement to protect you against infringement or unfair competition claims arising out of your use of any patents or copyrights, or to participate in your defense or indemnify you. We reserve the right to control any litigation related to any patents and copyrights and we have the sole right to decide to pursue or settle any infringement actions related to the patents or copyrights. You must notify us promptly of any infringement or unauthorized use of any of our patents or copyrights of which you become aware. We are not obligated to take any action, but will respond to this information as we deem appropriate.

You must keep confidential during and after the term of the Franchise Agreement all proprietary information, including the Manuals. Upon termination of your Franchise Agreement, you must return to us all proprietary information, including the manuals and all other copyright material. You must notify us immediately if you learn about an unauthorized use of proprietary information. We are not obligated to take any action and we have the sole right to decide the appropriate response to any unauthorized use of proprietary information. You must comply with all changes to the Manuals at your cost.

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

If you are an individual, you must directly supervise and manage your Business in your Designated Territory. If you are a corporation, partnership, or other business entity, you must designate in writing to us an individual who will directly supervise and manage the operation of your Social Indoor business. The individual who will directly supervise and manage the operation of your Social Indoor business must complete our training program. This individual need not have an ownership interest in the franchisee entity; however, he or she (as well as all of your employees) must sign a written agreement maintaining confidentiality of proprietary information and abiding by the noncompete covenants.

Each individual who owns an interest in the franchisee entity must sign the personal undertaking and guarantee attached to the Franchise Agreement. These people agree to discharge all obligations of the franchisee under the Franchise Agreement and are bound by all its terms and conditions, including maintaining confidentiality of proprietary information and abiding by the noncompete covenants.

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell only those products and services that we have approved (Appendix A to the Franchise Agreement) and you must purchase certain items from only Approved Vendors. There are no limits on our right to make modifications to the approved products and services from time to time as stated in the manuals or otherwise in writing. Any failure to comply with these standards may result in termination of your Franchise Agreement.

You may use only marketing and promotional materials that we have approved and that comply with our Brand Standards.

You are not allowed to solicit, market or service clients located outside your Designated Territory without written authorization. Except for the National Do Not Call Sales List (as described below), you are not limited in the clients to whom you may solicit and sell approved products and services to inside your Designated Territory. You are, however, limited in the Venues where you may place approved products and services as defined in the Manuals. A list of the Venues where you may place approved products and services is contained in the Manuals and we may modify or change this list from time to time. We will designate a list of accounts and customers, which we may modify from time to time, that due to their client base and nature of activities you will be prohibited from calling or soliciting business from, regardless of whether the account or customer is located inside your Designated Territory, without first obtaining our written consent (the "National Sales List"). Our policies and procedures for National Accounts will be included in our Manuals, including a list of accounts on the National Sales List. You are not required to obtain our approval prior to selling a Cross Sale, but you must obtain the approval of the Local Franchisee whose Designated Territory will be affected by the Cross Sale. Your clients and Venues

must be located within your Designated Territory. With our written approval, you may provide products and services to clients and Venues located outside your Designated Territory and not assigned to another Social Indoor franchisee. If we permit you to service clients and Venues outside the Designated Territory, we reserve the right to require you to cease servicing those clients and Venues, and you must assist in transferring the service needs of those clients and Venues immediately to the entity that will continue to service those clients and Venues, all without compensation to you.

Item 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision		Section in Franchise Agreement	Summary
a.	Term of the franchise	Section 4	5 years
b.	Renewal or extension of the term	Section 4	Additional 5 year terms
c.	Requirements for you to renew or extend (when eligible)	Section 4	You must be in compliance with your Franchise Agreement, be current with all monetary obligations, pay renewal fee, and attend any required training. You also must give us notice, maintain or obtain suitable premises for the Business, sign a release and sign our then-current form of Franchise Agreement. If you seek to renew your franchise at the expiration of the initial term, you may be asked to sign a new Franchise Agreement that contains terms and conditions materially different from those in your previous Franchise Agreement, such as different fee requirements and territorial rights.
d.	Termination by you	None	Not Applicable
e.	Termination by us without cause	None	Not Applicable
f.	Termination by us with cause	Section 11A-B	We can terminate only if you default.
g.	“Cause” defined - defaults that can be cured	Section 11A-B	You have 30 days to cure non-submission of reports, non-payment of amounts due and owing, failure to abide by our standards and requirements, failure to meet our requirements and specifications regarding Goods and Services, and any other default not listed in Section 11.B(2)-(3), and 90 days to cure any default of your minimum venue requirements (subject to state law).

Provision		Section in Franchise Agreement	Summary
h.	“Cause” defined - defaults that cannot be cured	Section 11A-B	Non-curable defaults: abandonment, insolvency, assignment for the benefit of creditors, conviction of felony, deception of customers regarding goods, willful falsification of reports, repeated audits because of underreporting, repeated defaults within 12-month period even if cured, trademark misuse, unapproved transfers.
i.	Your obligations on termination/non-renewal	Section 10C.2, 12A-D	Obligations include complete de-identification, payment of amounts due, discontinue or assign business phone number, return of manuals and proprietary information, and payment of liquidated damages (if termination results from your abandonment).
j.	Assignment of contract by us	None	No restriction on our right to assign. Assignee must fulfill our obligations under the Franchise Agreement.
k.	“Transfer” by you - definition	Section 14A-C	Includes any transfer of your interest in the Franchise Agreement or Business.
l.	Our approval of transfer by franchisee	Section 14A-C	We have the right to approve all transfers but will not unreasonably withhold approval, provided all transfer conditions are satisfied.
m.	Conditions for our approval of transfer	Section 14A-C	New franchisee qualifies, you are not in default under the Franchise Agreement, transfer fee paid, all amounts owed by you are paid, training completed, non-compete agreements signed, a release signed by you and guarantees, and assignee signs our then-current form of franchise agreement.
n.	Our right of first refusal to acquire your business	Section 14E	We can match any offer for your Business.
o.	Our option to purchase your business	Not Applicable	Not Applicable.
p.	Your death or disability	Section 14D	Upon your death, disability or incapacity, franchise can be transferred to third party approved by us. Transfer conditions apply (see m, above).
q.	Non-competition covenants during the term of the franchise	Section 10D.1	No direct or indirect involvement by you or your in the operation of any advertising placement business or any other business selling products and services similar to those sold by your Business in the United States.

Provision		Section in Franchise Agreement	Summary
r.	Non-competition covenants after the franchise is terminated or expires	Section 10D.2	No competing business for 2 years within your Designated Territory, within a 25-mile radius of the Designated Territory, or within the Designated Territory of another Social Indoor franchisee whose Designated Territory is within 25 miles of yours, except in the limited circumstances if this Agreement is terminated due only to our default under this Agreement and you are not in default.
s.	Modification of the agreement	Section 16B	No modifications generally, but we may change manuals and list of Trademarks.
t.	Integration/ merger clause	Section 16B	Only the terms of the Franchise Agreement are binding (subject to state law). Any statements or promises not in the Franchise Agreement or this Disclosure Document should not be relied upon and may not be enforceable. Notwithstanding the forgoing, nothing in this or any related agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.
u.	Dispute resolution by arbitration or mediation	Section 13A-B	Before any party may commence an arbitration proceeding, the parties must first meet to mediate the dispute.
v.	Choice of forum	Section 13C	Federal District Court for the District of Minnesota or in Hennepin County District Court, Fourth Judicial District, Minneapolis, Minnesota, subject to state applicable law.
w.	Choice of law	Section 13C	Federal District Court for the District of Minnesota or in Hennepin County District Court, Fourth Judicial District, Minneapolis, Minnesota, subject to applicable state law.

Item 18

PUBLIC FIGURES

We do not use any public figure to promote the franchise. No public figure is involved in our actual management or control.

Item 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rules permits a franchisor to provide information about the actual or potential financial performance of its franchised and /or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor

provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income from an agent of Social Indoor, you should report it to our management by contacting Tony Jacobson at 5929 Baker Rd Suite 480, Minnetonka, MN 55345, 952-206-0917, the Federal Trade Commission and any appropriate state regulatory agencies.

Item 20

Table No. 1

Systemwide Outlet Summary For Years 2022-2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	40	45	5
	2023	45	51	6
	2024	51	46	-5
Company Owned	2022	4	4	0
	2023	4	5	1
	2024	5	6	+1
Total	2022	44	49	5
	2023	49	56	7
	2024	56	51	-5

Table No. 2

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2022 - 2024:

<u>State</u>	<u>Year</u>	<u>Number of Transfers</u>
<u>Minnesota</u>	<u>2022</u>	<u>0</u>
	<u>2023</u>	<u>0</u>
	<u>2024</u>	<u>2</u>
<u>Missouri</u>	<u>2022</u>	<u>0</u>
	<u>2023</u>	<u>0</u>
	<u>2024</u>	<u>1</u>
<u>Tennessee</u>	<u>2022</u>	<u>1</u>
	<u>2023</u>	<u>0</u>
	<u>2024</u>	<u>1</u>
<u>TOTAL</u>	<u>2022</u>	<u>1</u>
	<u>2023</u>	<u>0</u>
	<u>2024</u>	<u>4</u>

Table No. 3

Status of Franchise Outlets
For years 2022 - 2024:

<u>State</u>	<u>Year</u>	<u>Outlets at Start of Year</u>	<u>Outlets Opened</u>	<u>Terminations</u>	<u>Non-Renewals</u>	<u>Re-acquired by Franchisor</u>	<u>Cease Operations - Other Reasons</u>	<u>Outlets at End Of Year</u>
<u>Arizona</u>	<u>2022</u>	<u>0</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
	<u>2023</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
	<u>2024</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
<u>California</u>	<u>2022</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	<u>2023</u>	<u>2</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
	<u>2024</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
<u>Colorado</u>	<u>2022</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2023</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	<u>2024</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
<u>Florida</u>	<u>2022</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	<u>2023</u>	<u>2</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
	<u>2024</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>

<u>Illinois</u>	<u>2022</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Indiana</u>	<u>2022</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
	<u>2023</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
	<u>2024</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>1</u>
<u>Iowa</u>	<u>2022</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	<u>2023</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>1</u>
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Massachusetts</u>	<u>2022</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	<u>2023</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>1</u>
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Minnesota</u>	<u>2022</u>	<u>7</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>9</u>
	<u>2023</u>	<u>9</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>11</u>
	<u>2024</u>	<u>11</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>11</u>
<u>Missouri</u>	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2023</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>North Carolina</u>	<u>2022</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
	<u>2023</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
	<u>2024</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>2</u>
<u>Nevada</u>	<u>2022</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Ohio</u>	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2023</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2024</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Oklahoma</u>	<u>2022</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>
<u>South Carolina</u>	<u>2022</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	<u>2023</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	<u>2024</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
<u>South Dakota</u>	<u>2022</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Tennessee</u>	<u>2022</u>	<u>5</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>	<u>4</u>
	<u>2023</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>
	<u>2024</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>
<u>Texas</u>	<u>2022</u>	<u>6</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>6</u>
	<u>2023</u>	<u>6</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>8</u>

	<u>2024</u>	<u>8</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>	<u>0</u>	<u>4</u>
<u>Wisconsin</u>	<u>2022</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	<u>2023</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	<u>2024</u>	<u>2</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>
<u>Totals</u>	<u>2022</u>	<u>40</u>	<u>7</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>	<u>45</u>
	<u>2023</u>	<u>45</u>	<u>8</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>1</u>	<u>51</u>
	<u>2024</u>	<u>51</u>	<u>4</u>	<u>0</u>	<u>1</u>	<u>7</u>	<u>1</u>	<u>46</u>

Table No. 4

Status of Company-Owned Outlets
For years 2022 - 2024:

<u>Colorado</u>	<u>2022</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Indiana</u>	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2023</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2024</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Iowa</u>	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2023</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Minnesota</u>	<u>2022</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>North Carolina</u>	<u>2022</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Texas</u>	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2023</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2024</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Wisconsin</u>	<u>2022</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>
<u>Totals</u>	<u>2022</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>
	<u>2023</u>	<u>4</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>
	<u>2024</u>	<u>5</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>6</u>

Table No. 5

Projected Openings as of December 31st, 2024:

State	Franchise Agreements Signed But Outlets Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Current Fiscal Year
Alabama	0	1	0
Arizona	0	1	0
Colorado	0	1	0
Florida	0	2	0
Illinois	0	2	0
Iowa	0	1	0
Michigan	0	1	1
Minnesota	0	1	0
New York	0	2	0
Texas	0	3	0
Total	0	15	1

In Exhibit D, franchisor provides a list of names, city and state and business telephone numbers of every franchisee in the system, and each franchisee that ceased doing business under the franchise agreement or had an outlet terminated, canceled, not renewed within the last fiscal year, or has not communicated with the franchisor within ten (10) weeks of the Issuance date.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experiences with us. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

Item 21

FINANCIAL STATEMENTS

Attached as Exhibit E are the audited financial statements for Social Indoor Franchising, LLC for the years ending December 31, 2024, December 31, 2023, and December 31, 2022. Our fiscal year end is December 31.

Item 22

CONTRACTS

This Disclosure Document includes a sample of the Social Indoor Franchise Agreement in Exhibit B with appendices A (Authorized Trademarks and Product Offerings), B (Designated Territory and Minimum Venue Requirements), C (Revenue Sharing), D (Draft Authorization) and E (Software

License Agreement); F (Monitor Management Agreement); G (SiBox Agreement), and Acknowledgment Addendum; and State Addenda (Exhibit F) and a sample Promissory Note (Exhibit H).

As a prospective franchisee, you should obtain independent legal and financial advice concerning the Social Indoor franchise offering as you deem appropriate before making any commitment.

Item 23

RECEIPTS

Exhibit K contains detachable documents acknowledging your receipt of this Disclosure Document.

EXHIBIT A

List of State Agencies and Agents for Service of Process

CALIFORNIA

Commissioner of Business Oversight
Department of Financial Protection and
Innovation
2101 Arena Boulevard
Sacramento, CA. 95834
(916)-445-7205 or Toll Free
(866)-275-2677

ILLINOIS

Attorney General State of Illinois
500 South Second Street
Springfield, Illinois 62706

INDIANA

Agent for Service of Process
Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204

State Administrator
Securities Commissioner
Indiana Securities Division
302 West Washington, Room E-111
Indianapolis, Indiana 46204

MICHIGAN

Consumer Protection Division
Attn.: Franchise
670 Williams Building
Lansing, Michigan 48913

MINNESOTA

Commissioner of Commerce
Minnesota Department of Commerce
85 7th Place East
Suite 280
St. Paul, Minnesota 55101

NEW YORK

NYS Department of Law
Investor Protection Bureau
28 Liberty ST. 21st FL
New York, NY 10005
212-416-8222

Agent for Service of Process- New York
Secretary of State
99 Washington Ave.
Albany, NY 12231

NORTH DAKOTA

North Dakota Securities Department
State Capital, 5th Floor.
600 East Boulevard Avenue
Bismarck, North Dakota 58505
Telephone: (701) 328-4712

SOUTH DAKOTA

Department of Labor & Regulation
Division of Securities
124 S. Euclid Ave., Suite 104
Pierre, South Dakota 57501

WISCONSIN

Division of Securities
Department of Financial Institutions
201 W. Washington Avenue Suite 300
Madison, Wisconsin 53703

EXHIBIT B

Franchise Agreement with Appendices

SOCIAL INDOOR®

FRANCHISE AGREEMENT

BETWEEN

SOCIAL INDOOR FRANCHISING, LLC

AND

Name(s) of Franchisee/LLC

Street

City

State

Zip

Telephone

Effective Date: _____

YOUR DESIGNATED TERRITORY:

FRANCHISE AGREEMENT

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APPENDICES:

Appendix A	Authorized Trademarks and Product Offerings
Appendix B	Designated Territory; Total Price; Minimum Venue and Monitor and Print Display Requirements
Appendix C	Revenue Sharing
Appendix D	Draft Authorization
Appendix E	Software License Agreement
Appendix F	Monitor Management Agreement
Appendix G	SiBox Agreement

SOCIAL INDOOR® FRANCHISE AGREEMENT

This Franchise Agreement (“Agreement”) is made this ____ day of _____, 20__ (the “Effective Date”) between Social Indoor Franchising, LLC, a Minnesota limited liability company with its principal business located at 5929 Baker Rd Suite 480, Minnetonka, MN 55345 (“we” or “us” or “Social Indoor”), and _____, a(n) _____ whose principal business address is _____ (“franchisee” or “you”).

RECITALS

- A. We and our predecessors have expended considerable time, effort, skill, and financial resources in developing and establishing the SOCIAL INDOOR® System, as defined below.
- B. We are the owner of the SOCIAL INDOOR service mark and other trademarks, trade names and commercial symbols (“Trademarks,” as defined below and in Appendix A) used in connection with the System.
- C. You wish to obtain the right to use the System and Trademarks in the operation of your Social Indoor Business, as defined below.
- D. You have had a full and adequate opportunity to be advised thoroughly of the terms and conditions of this Agreement by legal counsel or other advisors and have had sufficient opportunity to evaluate and investigate the System, the financial investment requirements, and the business risks associated with owning and operating a Social Indoor business.

In consideration of the foregoing and the covenants and consideration below, you and we agree as follows:

DEFINITIONS

1. For purposes of this Agreement, the terms set forth below have the following definitions:
 - A. “Affiliate” means with respect to a Party, (a) parent companies (if any) that own, directly or indirectly, more than 50% of that Party, and (b) any other company that is more than 50% owned, directly or indirectly, by a Party or by its parent company(ies) as set forth in item (a). For the avoidance of doubt, Social Indoor, LLC shall be considered an affiliate of Social Indoor Franchising, LLC.
 - B. “Business” means your **Social Indoor** Business developed and operated pursuant to this Agreement. Your Business licensed under this Agreement contains our distinctive advertising concepts that include standards, specifications and procedures for operations, consistency and uniformity requirements for the advertising products and services offered, as well as training, assistance, advertising and promotional programs, and propriety software.
 - C. “Confidential Information” means our proprietary information, knowledge, and know-how, including processes, materials, methods, procedures, suggested selling and techniques, specifications and other data concerning the methods of operation for your Business, which you may have learned prior to or after signing this agreement. Confidential Information will not include information which (i) is now or later becomes generally available to the public, by use, publication, dissemination, or the like, through no action or fault of you; or (ii) is hereafter rightfully furnished to you by a third party without violation of any restriction on disclosure.

- D. “Cross Sales” means the sale of an indoor ad placement that originates from a client located inside your Designated Territory (defined below) but is placed in a venue located in another **Social Indoor** franchisee’s designated territory or Social Indoor Corporate’s Developed Territory (defined below); or alternatively, an indoor ad placement that originates from another **Social Indoor** franchisee or Social Indoor but is placed in a venue located inside your Designated Territory. The party selling the cross sell ad shall be referred to herein as the “Originating Franchisee” and the party receiving the ad shall be referred to herein as the “Receiving Franchisee”.
- E. “Designated Territory” means the geographic area described in Appendix B in which we grant you the right and license to operate your Business.
- F. “Digital Display Monitors” means any electronic monitor or TV that displays static or full motion digital picture advertisements and is capable of being mounted to a wall or hung anywhere indoor at a Venue.
- G. “Display Boards” means any Digital Display Monitor or Print Display in an Indoor Venue.
- H. “Indoor Digital Advertising” means advertising that is displayed on a Digital Display Monitor within a structure.
- I. “Indoor Print Advertising” means advertising on a frame containing print advertisements adhered to a wall with either non-permanent two-sided adhesive tape or mounting system, non-framed vinyl poster advertisements that are adhered to a wall with non-permanent self-adhesive material, or Bar Media Advertising. “Bar Media Advertising” includes any additional or standalone media elements including, but not limited to, coasters, napkins, glassware, table tents, and mirror clings.
- J. “Manuals” means the confidential “Getting Started Manual,” “Software Manual,” “Sales Manual,” “Business Management Manual,” “Installation Manual,” and other written materials provided to you relating to services and products offered as part of your Business, or the financial management, equipment, facility and operations of your Business. We may revise and update the Manuals from time to time.
- K. “Market Revenue” means revenue you generate from Indoor Digital Advertising and Indoor Print Advertising from the operation of your Business; as well as revenue from Cross Sales only where you are the Originated Franchisee. All other revenue is excluded.
- L. “National Account Sale” means (i) the sale of an Indoor Print Advertising or Indoor Digital Advertisement by us or our affiliate to a client or account that is located outside of your Designated Territory or sold to a client or account that is located inside of your Designated Territory that is identified on the “National Sales List” often referred to as the “Do Not Call List” (as defined in Section 2.A below) and is placed inside or outside of your Designated Territory; or (ii) a sale of an Indoor Print Advertising or Indoor Digital Advertisement by you, that is not a Cross Sale, to a client or account that is located inside your Designated Territory that is placed outside of your Designated Territory in a territory that we operate either as developed or undeveloped territory.
- M. “Print Displays” means any non-digital framed or unframed advertisements displayed in an Indoor Venue.
- N. “Programmatic Sale” means the use of digital technology for the automated purchase of Indoor Digital Advertising and/or Indoor Print Advertising in all current and future franchisee’s designated territories as well as Social Indoor Corporate Developed Territories. Vistar and Hivestack are examples of third-party facilitating platforms for programmatic advertising sales.
- O. “Social Indoor Corporate Developed Territory” means any territory outside of your or any Social Indoor franchisees designated territory, where Display Boards exist.
- P. “System” means the **Social Indoor** System, which consists of the operation of a **Social Indoor** business using our distinctive and proprietary products and services under our Trademarks and utilizing certain distinctive types of supplies, services, sales techniques

and procedures, and marketing programs, all of which we may modify and change from time to time.

- Q. “Trademarks” means the **Social Indoor** service mark that has been registered with the United States Patent and Trademark Office and the other trademarks, service marks, and trade names set forth in Appendix A, as we may modify and change from time to time, and the trade dress and other commercial symbols used in your Business. Trade dress includes the designs, color schemes and image we authorize you to use in the operation of your Business from time to time.
- R. “Undeveloped Territory” means any geographical area that is outside of your Designated Territory and that is outside of any other Social Indoor franchisee’s designated territory and is outside any Social Indoor Corporate Developed Territory.
- S. “Venue” or “Venues” means the locations in which you place Indoor Print or Indoor Digital Advertisements and is exclusively limited to those types of suitable locations identified in the Manuals. We reserve the right to modify the list of Venues from time to time to the extent it does not exclude existing venues.
- T. “Approved Suppliers” shall mean any and all suppliers designated by the Franchisor as approved for providing services and products to Franchisees.
- U. Software: Social Indoor’s SIMON software is the only approved software system to track all advertisements, customers, contracts and venue partners. Franchisee will run reports out of SIMON to enter into their financial accounting software such as QuickBooks, Xero or Zoho or alike. Software fee includes: Access to our own proprietary SIMON Software which handles all advertising and venue information and deploys creative ads to your Digital Display Monitors. In addition, you will receive a Social Indoor email address, file hosting and access to all proprietary materials such as media kits, advertising, venue contracts and much more SI related business materials. CRM, Accounting or Business/Project management software are allowed (i.e. HubSpot, Salesforce, QuickBooks, Asana, Adobe, Microsoft Teams, etc.).
- V. Hardware, Display Boards: Social Indoor is the only approved supplier for all hard goods to ensure brand consistency. This includes, but is not limited to: Digital Display Monitors, Print Displays including all related supplies such as tape, plexi, corrugated, templates and other related supplies.
- W. Printing, Creative Services, Stationary, Social Media: Franchisee may use Social Indoor for these services (except website), or they may contract with a local supplier for these items. Franchisee must request and obtain written authorization to work with a local supplier and supplier must follow Social Indoor Branding guidelines. Social Indoor Franchise plans to launch a franchisee “micro-site” in which each local owner will have their own mini website. Franchisees must utilize this website and may not have any other websites managed.

GRANT OF LICENSE

2. The following provisions control with respect to the license granted to you:

Rights Granted. We hereby grant to you, subject to the terms and conditions of this Agreement, the right and license to engage in and conduct a **Social Indoor** Business identified by the Trademarks set forth in Appendix A at the Venues defined above. For any location-type that is not defined as a Venue, you must obtain our prior written permission to conduct your Business at any such location. Your rights and license to conduct your Business are limited to the authorized product offerings set forth in Appendix A.

You hereby accept this license and undertake the obligation to operate your Business faithfully, honestly and diligently, using the System in compliance with our standards and requirements for the System. You agree to maintain and operate your Business under your active and continuous supervision and management. You may not commence operations of your Business until you successfully complete our training program and we have approved the commencement date of operations. The license granted in this Agreement is limited to the right to operate your Business only within your Designated Territory and may not be used elsewhere or at any other location by you, except as we expressly authorize in this Agreement or in writing from time to time.

If neither we nor a franchisee operates in a neighboring territory, we may permit you to service clients and Venues outside of your Designated Territory. In such instances, we reserve the right to require you to cease servicing those clients and Venues located outside your Designated Territory, and you agree to work diligently to assist in transferring the service needs of those clients and Venues immediately to the entity (whether us or a franchisee) that will continue to service those clients and Venues. The new franchisee will assume the obligations associated with those clients and Venues. Other than any payments for the display boards, you will receive no compensation with respect to those clients and Venues outside your Designated Territory.

Although you are granted a Designated Territory and may not solicit business outside your Designated Territory, you may have clients that, although located in your Designated Territory, may wish to place ads outside of your Designated Territory. If these clients wish to advertise in a Local Franchisee's designated territory and/or Social Indoor Corporate Market(s), then this sale is deemed a "Cross Sale" and you serve as the Originating Franchisee. You must obtain the Local Franchisee's or Social Indoor's Corporate Market(s) approval before selling a Cross Sale into the Local Franchisee's designated territory or Social Indoor's Corporate Market(s) Designated Territory. As the Originating Franchisee, you are responsible for billing the advertiser, collecting payments, and paying the appropriate percentages to the Local Franchisee and/or Social Indoor's Corporate Market(s), as described in Appendix C. You acknowledge that other franchisees will have the right to offer Cross Sales into your Designated Territory and you will serve as the Local Franchisee. If acting as the Local Franchisee, you are responsible for securing lease sites, rent payments, purchasing all display boards, shipping charges and general maintenance of the ad campaign.

As further described in Subparagraphs 2.B and 6.D, we have the right to solicit, sell and place National Account Sales in your Designated Territory, whether the client is located in your Designated Territory or wishes to place an ad in your Designated Territory. Further, you acknowledge that we have the exclusive right to solicit, sell and place local and national advertising to a list of accounts identified on the "National Sales List" or "Do Not Call List" we provide to you, which list may be amended from time to time. Due to the unique client base and nature of activities for these accounts you will be prohibited from calling or soliciting business from them. If a National Account will be placed inside your Designated Territory, we will offer you the opportunity to place the National Account at the Venue(s) located inside your Designated Territory. If you place a National Account, we will pay you as described in Appendix C. If you elect not to place the National Account, we or a third party we select (which may be another franchisee) will place the National Account inside your Designated Territory without paying you any compensation. If you choose to place a National Account but fail to comply with our standards and requirements, this will constitute a breach of this Agreement and we will not be required to pay you any compensation and may require you to pay us for all direct costs (rent, materials, travel expenses, installation costs, etc.) related to your failure to properly secure the venue or place the National Account.

You will be compensated for National Account Sales and Cross Sales in accordance with Appendix C - Revenue Sharing. As noted in Appendix C, we have the right to amend and modify

the revenue sharing provisions from time to time as we determine appropriate after providing you with 60 days' advance written notice.

You do not have the right to sub franchise, sublicense, assign or transfer your rights under this Agreement, except as specifically provided in this Agreement.

B. Territory Rights; Our Reservation of Rights. During the term of this Agreement and provided that you are in compliance with the terms and conditions of this Agreement, we will not (i) modify your Designated Territory without your written permission, or (ii) establish either a company-owned or franchised indoor advertising production and placement business that offers Indoor Print or Indoor Digital Advertising at Venues within your Designated Territory under the **Social Indoor** Trademark or any other trademark or name. We have the absolute right (subject to the payment requirements outlined in Section 2.A and Appendix C) to solicit, sell, place and enter into advertising contracts with National Account Sales, regardless of where the National Account Sale originates or is located, and regardless of whether or not the National Account Sale is identified on the "National Sales List" or "Do Not Call List" if sold in conjunction with other forms of advertising, as further detailed below.

We and our affiliates retain all rights that are not expressly granted to you under this Agreement. Further, we and our affiliates may, among other things, on any terms and conditions we deem advisable, without compensation to any franchisee, and without granting you any rights therein:

- I. solicit, sell and/or place National Accounts both within and outside your Designated Territory under the **Social Indoor** Trademarks or any other trademarks;
- II. establish and/or license others to establish franchised or company-owned **Social Indoor** businesses at any location outside the Designated Territory regardless of the proximity of such business to your Designated territory;
- III. merge with, acquire or become associated with ("Merger/Acquisition Activity") any businesses or stores of any kind under other systems and/or other marks, which businesses and stores may convert to or operate under the **Social Indoor** Trademarks and may offer or sell advertising items, products and services that are the same as or similar to the services offered at or from your Business, and which may be located anywhere inside or outside the Designated Territory; and
- IV. sell and distribute for ourselves and/or license others to sell and distribute through any other method of distribution, within and outside the Designated Territory, products or services that are different from the products and services offered under the System, and which are offered and distributed under marks the same as or different than the **Social Indoor** Trademarks.

We are not required to pay you if we exercise any of the rights specified above, inside your Designated Territory, unless otherwise outlined in this agreement, ex. National sales.

Further, and as outlined in Section 2.A above, we have the right to solicit, sell and/or place National Accounts both inside and outside your Designated Territory under the **Social Indoor** Trademarks. If the National Account will be placed in your Designated Territory, we will offer you the opportunity to place the National Account at the Venue(s) located inside your Designated Territory and pay you in accordance with Appendix C. If you choose not to place the National

Account, we may place the National Account inside your Designated Territory without paying you any compensation.

C. Minimum Monitor and Print Display Requirements. In order to meet our goals for market penetration and for the growth of your Business, you agree to be bound by the Minimum Monitor or Print Display Requirements as set forth in Appendix B. As further described in Appendix B, the annual Minimum Monitor or Print Display Requirements will be established for each year of the term of this Agreement. “Year” or “yearly” for purposes of the Minimum Monitor or Print Display Requirements, will mean the consecutive twelve months commencing with the first full month following the Business Opening Date (as defined in Section 16.P) and every twelve-month period thereafter. The Minimum Monitor or Print Display Requirements are based on market potential and market share for your Designated Territory, the growth rate of other **Social Indoor** businesses and other relevant factors.

You understand that meeting the annual Minimum Monitor or Print Display Requirements does not suggest that you are sufficiently penetrating the market in your Designated Territory or that your Business will be successful. Rather, the Minimum Monitor or Print Display Requirements are threshold minimum amounts. Failure to meet the Minimum Monitor or Print Display Requirements is a default under this Agreement. Further, should you fail to meet the Minimum Monitor or Print Display Requirements, we reserve the right to reduce the size of your Designated Territory.

TRADEMARK STANDARDS AND REQUIREMENTS

3. You hereby acknowledge and agree that the Trademarks are our property and that your right to use the Trademarks is specifically conditioned upon the following terms and conditions:

A. Trademark Ownership. The Trademarks are our valuable property, and we are the exclusive owner of all right, title and interest in and to the Trademarks and all past, present or future goodwill of your Business conducted within your Designated Territory that is associated with or attributable to the Trademarks. Your use of the Trademarks will inure to our benefit. You may not, during or after the term of this Agreement, engage in any conduct directly or indirectly that would infringe upon, harm or contest our rights in any of the Trademarks or the goodwill associated with the Trademarks, including any use of the Trademarks in a derogatory, negative, or other inappropriate manner in any media, including but not limited to print or electronic media. Further, we reserve the right to require you to cease placing certain types of ads or placing any ads in certain types of Venues if we determine that the ads or the locations harm the goodwill associated with the Trademarks.

B. Trademark Use. You may not use, or permit the use of, any trademarks, trade names or service marks in connection with your Business, except those set forth in Appendix A or except as we otherwise direct in writing. You must use the Trademarks only in connection with such products and services as we specify and only in the form and manner we prescribe in writing. You must comply with all trademarks, trade name and service mark notice marking requirements. You must use the Trademarks only in association with products and services approved by us and that meet our standards or requirements with respect to quality and production, service standards and methods of operation. You must implement and abide by our requirements and recommendations directed to enhancing substantial System uniformity in the matters described in this Subparagraph.

C. Business Identification. You must use the name **Social Indoor** as the trade name under which you do Business, and no other mark or words may be used to identify your Business

without our prior written consent. You may not use the words **Social Indoor** or any of the other Trademarks as part of the name of your corporation, partnership, limited liability company or other similar entity. You must hold yourself out to the public as an independent contractor operating your Business pursuant to a license from us.

You must clearly indicate on your business checks, stationery, purchase orders, receipts, and other written materials that you are the owner of your Business and that you are a **Social Indoor** franchisee. You may use the Trademarks on various materials, such as business cards, stationery, purchase orders and checks, provided you: (i) accurately depict the Trademarks on the materials; (ii) include a statement on the materials, in immediate proximity to the Trademark, indicating that you independently own and operate your Business; and (iii) do not use the Trademarks in connection with any other trademarks, trade names or service marks unless we specifically approve it in writing prior to the use. You must purchase all trademarked items from us. Title on your business cards and email signatures must be: Franchise Owner / Partner/Operator/etc. You may NOT use CEO/COO/President/VP/of Social Indoor (Market Name), but you could use these titles if it's of your LLC, Inc. business.

D. Litigation. In the event any person or entity improperly uses or infringes the Trademarks, we will control all litigation and we have the right to decide as to whether suit will be instituted, prosecuted or settled, the terms of settlement and whether any other action will be taken. You must promptly notify us of any such use or infringement of which you are aware. You must promptly inform us of any claim arising out of your use of any Trademark and must, without compensation, cooperate with us in any action we undertake. We or our affiliate will be responsible for our fees and expenses with any such action, unless the challenge or claim results from your misuse of the Trademarks in violation of this Agreement, in which case you must reimburse us for our fees and expenses.

E. Changes. You may not make any changes or substitutions to Trademarks unless directed by us in writing. We reserve the right to change the Trademarks at any time. Upon receipt of our notice to change the Trademarks, you must cease using the former Trademarks and commence using the changed Trademarks, at your expense.

F. Creative Works. All ideas, concepts, techniques, or materials concerning the **Social Indoor** Business or System, whether or not protectable intellectual property and whether created by or for you or one of your owners or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the System, and works made-for-hire for us. To the extent any item does not qualify as a "work made-for-hire" for us, you must assign ownership of that item, and all related rights to that item, to us and must take whatever action (including signing an assignment agreement or other documents) we request to show our ownership or to help us obtain intellectual property rights in the item.

TERM OF FRANCHISE; FRANCHISEE'S RIGHT TO RENEW

4. The term of the license granted in this Agreement is for a period of five (5) years from the date of this Agreement. You have the right to renew your license every 5 years for unlimited additional (5) year terms, provided that you have met the following conditions:
 - I. The Franchisee must give written notice to us not less than 6 months prior to the end of the expiring term of your intent to renew the license. You must execute the then-current form of franchise agreement and all other agreements, legal instruments and documents then customarily used by us in the renewal of franchises. These agreements, legal instruments

and documents may vary materially from those agreements, legal instruments and documents currently in use by us. Your failure or refusal to execute such agreements, instruments and documents within 30 days after their delivery to you will be deemed an election by you not to renew the license;

- II. The Franchisee is in compliance with all of the terms and conditions of this Agreement and are in compliance with our operating and quality standards and requirements;
- III. The Franchisee has satisfied, prior to renewal, all monetary obligations owed by you to us, our affiliates or your suppliers or creditors, whether pursuant to this Agreement or otherwise;
- IV. The Franchisee has agreed, in writing, to make such reasonable expenditures necessary to replace and modernize your display boards and all items displaying the Trademarks so that your Business will conform to our then-current standards;
- V. The Franchisee attend any training program, at your expense, that we deem necessary for you to operate your Business in accordance with our then-current standards;
- VI. The Franchisee have continuously and actively operated your Business and you are able to maintain possession of the premises of your Business or you are able to secure and develop suitable substitute premises approved by us; and
- VII. The Franchisee and your personal guarantors sign a general release of claims in a form we prescribe.
- VIII. The Franchisee pays the renewal fee of Two Thousand Five hundred dollars \$2,500 at the end of every ten-year period.

OFFICE STANDARDS AND MAINTENANCE

5. The following provisions control with respect to your premises:

A. Location. You must, at your expense, provide the premises where you will locate and operate your Business. You may operate your Business out of your residence. We must consent to your Business's location. Your residence or office must be located in your Designated Territory or within a 25-mile radius of your Designated Territory. We make no guarantees concerning the success of your Business located at any site consented to by us. You are solely responsible for obtaining all necessary permits and/or licenses, and in all other respects complying with applicable legal requirements relating to your Business.

B. Business Telephone Line; Answering Service. In the event you operate your Business out of your residence, you must have a business telephone number (separate from your home phone number) assigned to your Business. When your Business is not staffed during regular business hours, you must use an answering service or answering machine. We require you to utilize a local phone number with an area code associated to your market. Services such as Grasshopper, Google Voice and other VOIP services are acceptable.

C. Relocation. Should it become necessary, on account of condemnation, sale or other cause, including expiration or cancellation of your lease, to relocate your Business location, we will grant you authority to do so at a site acceptable to us that is in your Designated Territory and that is

reasonably suited for your Business; provided that your Business is open and operating within 30 days after closing at the previous location, in accordance with our current standards at that time. You must provide uninterrupted telephone service to your clients during the transition.

OPERATIONS STANDARDS AND REQUIREMENTS

6. You acknowledge and agree that we have established and may revise, from time to time, quality standards regarding the operations of **Social Indoor** businesses so as to protect the distinction, goodwill and uniformity symbolized by the Trademarks and the System. Accordingly, you agree to maintain and comply with our quality standards and requirements for the System and agree to the following terms and conditions:

A. Approved Product Offerings; Approved Products and Services. You may sell only those product offerings we have authorized in Appendix A in connection with the Trademarks and Business. The product offerings may vary depending on the location of your Designated Territory. We also will designate approved products and services that you will use in your Business. Approved products and services are those items we determine meet our standards and specifications of quality required to protect the valuable goodwill and uniformity symbolized by and associated with the Trademarks and Business. These products and services meet standards and/or specifications prescribed by us, which we may modify from time to time. You must conform to all quality and customer service standards we prescribe in writing, including ad content and advertising standards. You agree to promote and market, actively and aggressively, your Business, products and services within your Designated Territory.

B. Vendors and Suppliers. You must purchase certain approved products and services from Approved Vendors, including but not limited to all printing, design, laminating, Display Boards, labels, envelopes and all other materials related to the creation, production and posting of ads. You acknowledge that we may designate a single source of supply for approved products and that we or an affiliate may be that source. For instance, we are the only approved supplier for all Trademark items (letterhead, business cards, etc.) unless otherwise approved. Additionally, you may, but are not required to, purchase some of the supplies and materials you will need to operate your Business from us; for example, design, and printing production materials. Upon request, we will provide and update you with a written list of the approved products and services, which list will include approved suppliers for many of the items. **ALTHOUGH APPROVED BY US, WE MAKE NO WARRANTY AND EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO PRODUCTS, SERVICES, EQUIPMENT, SUPPLIES, FIXTURES, FURNISHINGS OR OTHER APPROVED PRODUCTS.**

You will pay the then-current price in effect for any approved supplies or products you purchase from us, an affiliate or other Approved Supplier. In some instances, the cost for the approved supplies or products you purchase from us, an affiliate or other approved supplier may be higher than the cost of other similar supplies and products on the market. If Social Indoor receives a price adjustment from our Suppliers, we will notify the franchise community of the effective date of those changes, whether up or down. Social Indoor reserves the right and has the discretion to determine whether or not a price change will be made on future orders.

C. Display Boards and Digital Display Monitors.

Digital Boards. You are responsible for all installation costs and permits related to installation of Display Boards in the Designated Territory, licenses related to installation of Display

Boards in the Designated Territory, and utilities related to installation and operation of the Display Boards in the Designated Territory. Digital Display Monitors are the property of Social Indoor. If approved, Social Indoor will compensate you for installation of digital monitors up to \$300 per digital monitor with proper documentation up to 18 monitors. The Franchise must gain written approval from our installation team on all 18 installations as the goal of this is to help you secure a competent installer and ensure they are installing properly as you build out your market. Payments are made twice per month, and you will receive reimbursement when the receipts are approved. You must comply with all federal, state and local laws, regulations, building codes and ordinances relating to the installation, maintenance and use of the Display Boards. Social Indoor will also maintain or replace all Digital Display Monitors in cases of technical failure of any components and manufacture defects. Social Indoor reserves the right to discontinue Digital Display Monitors and replace with static boards or remove them all together in venues where excessive damage has occurred to previously installed boards and/or any of the principles of the Venues have been committed of a crime. Social Indoor is not liable for any monitor failures in any way, including but not limited to lost revenue, lost venues or other unintentional damages. Franchise owners recognize that technology is not perfect and there are many factors that are uncontrollable by Social Indoor corporate such as power grid specifications, venue's internet strength, power accessibility, etc. that affect the monitor's performance. That said, Social Indoor corporate will offer reasonable service times and calls to help overcome any challenges in the marketplace but shall in no way be liable for any damages arising out of such challenges or monitor failures.

You may not alter, remove, change, modify, or redesign the Display Boards without our written approval. We have the right to redesign the plans and specifications for the display boards during the term of this Agreement without your approval or consent. Upon receipt of written notice from us, you may continue to use your then-current display boards installed at your Venues and boards and parts that remain in your inventory until such stock needs to be replaced with the new boards that meet our redesigned specifications. After such time, we will modify or replace such stock as needed with Display Boards that comply with our redesigned display board plans and specifications.

D. National Account Sales. You agree to follow the policies and procedures we establish with respect to National Account Sales as set forth in the Manuals and Section 6.0 below, including the prohibitions against contacting the accounts listed in the National Sales List. The Manuals will set forth the procedures, policies and other terms and conditions regarding National Account Sales, and we reserve the right to modify these procedures and policies from time to time. We also will provide you with the requirements you will need to meet in order to service National Account Sales in your Designated Territory in compliance with the terms of our agreement with the National Account Sale. If we have a National Account Sale in your Designated Territory but you choose not to place the ad or fail to meet our standards and requirements, including properly securing the necessary venues, we reserve the right to enter your Designated Territory to secure and lease those venues necessary to fulfill the National Account Sale. In such instances, we agree that we will secure other venues than those you then-currently have active leases with to fulfill the National Account Sale. Further, we will not pay you any compensation in connection with any declined National Account Sales. You acknowledge and agree that if you choose to place a National Account but fail to do so in accordance with our standards and requirements, this will constitute a breach of this Agreement; and we will not be required to pay you any compensation and may require you to pay us for all direct costs (rent, materials, travel expenses, installation cost, etc.) related to your failure to properly secure the venues. Your failure to place, install or service the National Account Sale in accordance with all applicable terms and conditions also will be a default of your obligations under this Agreement.

E. Manuals. To help protect our reputation and goodwill and to maintain uniform operating standards under the Trademarks and System, you must conduct your Business in accordance with the required standards and procedures contained in our Manuals and created for use in the operation of your Business. Any required standards exist to protect our interest in the System and the Trademarks and not for the purpose of establishing any control, or the duty to take control, over those matters that clearly are reserved to you.

You will receive one copy of the Manuals electronically on loan from us for the term of this Agreement. You must at all times treat and maintain the Manuals and the information contained therein and any other proprietary information created for or approved for use in the operation of your Business as secret and confidential. The Manuals will at all times remain our sole property. We may from time to time revise the contents of the Manuals and you expressly agree to comply with each new or changed standard. You must periodically inquire or Social Indoor will grant access to all updated versions. You must ensure that your copy of the Manuals is kept current and up to date. In the event of any dispute as to the contents of the Manuals, the terms of the master copy of the Manuals we maintain will be controlling. You acknowledge and agree that in the future the Manuals and other system communications may only be available on the internet, our intranet system or other online or computer data transfer communications, as described in Subparagraph 6.M.

F. Computer System. You must have or purchase a laptop computer to use in connection with the operation of your Business or have an existing computer approved by Us. The laptop computer will be used to compile sales, lease and accounting information in addition to interfacing with the management software. You must use any software that we develop and/or select for your Business, including all future updates, supplements (including any intranet/extranet system we develop) and modifications (the "Computer System"). The Computer System includes our proprietary business management software. The software will track local billings, current advertising clients, the Venues secured, and number of Display Boards installed, and the types of advertisements posted. We recommend you use QuickBooks accounting software.

You must license the proprietary software from us, which software will remain our confidential property, and enter into our standard form of Software License Agreement, a copy of which is attached as Appendix E. Any default of the Software License Agreement is a default under this Agreement. We reserve the right to assign our rights, title and interest in the proprietary software or the Software License Agreement to a third party that we designate. In such event, you may be required to enter into a separate computer software license agreement specified by the third-party supplier of the proprietary software. All right, title and interest in the software will remain with the licensor of the software.

The computer hardware component of the Computer System must conform to specifications we develop and must be configured in a package unit as we designate. If we are requested to configure your computer hardware component to conform to the designated computer software component of the Computer System, we may provide such assistance for additional agreed upon compensation. You acknowledge and agree that we will have full and complete access to information and data produced by the Computer System. You will be required to use and pay for all future updates, supplements and modifications to the Computer System. It is your responsibility to make sure that you are in compliance with all laws that are applicable to the Computer System or other technology used in the operation of your Business, including all data protection or security laws as well as PCI compliance.

G. Operating Procedures. The Manuals contain both requirements and recommendations for the operation of your Business. You must adopt and use the required standards,

procedures, techniques and systems described in the Manuals. We will revise the Manuals and their standards, procedures, techniques and systems periodically to meet changing conditions of the System. In some instances, the required standards will include recommendations or guidelines to meet the required standards. You may follow the recommendations or guidelines or some other suitable alternative, provided you meet and comply with the required standards. In other instances, no suitable alternative may exist. In order to protect our interests in the Trademarks and System, we reserve the right to determine if you are meeting a required standard and whether an alternative is suitable to any recommendations or guidelines.

H. Confidential Information. You and your personal guarantors (as described in Subparagraph 16.F) must not, during the term of this Agreement or thereafter, communicate, divulge or use for the benefit of any other person or entity any Confidential Information, except to such employees as must have access to it to operate your Business. Any and all Confidential Information must not be used for any purpose other than conducting your Business in your Designated Territory. We may require that you obtain nondisclosure and confidentiality agreements in a form satisfactory to us from any persons owning any ownership interest in your Business and from other key employees. You must provide copies of the executed agreements to us upon request.

I. Client Information. If we request, you must provide us with an up-to-date client list and copies of client invoices in the form we prescribe. You must submit this information through our required method, which may include an extranet or intranet system or other online communications as we prescribe. We have the right to contact the clients you service to ascertain your quality of work and the level of customer satisfaction. At all times during and after the term of this Agreement, the client list remains our property. Upon the expiration or termination of this Agreement, we or our designee may provide services to any clients you serviced during the term of this Agreement without paying you any compensation.

J. Evaluations. We or our authorized representatives have the right to enter your Business premises at all reasonable times during the business day for the purpose of making periodic evaluations and to ascertain whether you are observing the provisions of this Agreement, to inspect and evaluate your premises used for your Business, to observe completed work and accompany you on sales and service calls, and to evaluate your products and services. Any evaluation we conduct is not intended to exercise control over your day-to-day operation of the Business or to assume any responsibility for your obligations under this Agreement.

K. Adaptations. Complete and detailed uniformity under many varying conditions may not always be possible or practical, and we reserve the right to vary the standards for any franchisee based upon the customs or circumstances of a particular territory, density of population, existing business practices, or any condition that we deem to be of importance to the operation of the franchisee's business. You will not be entitled to require us to grant to you a like or other variation hereunder on account of any variation from standards, specifications and practices granted to any other franchisee. You acknowledge and agree that we have the right to make periodic modifications or rescind any requirement, standard or specification under this Agreement as may be necessary in order to adapt our System to changing conditions and competitive circumstances.

L. Continuous Operation of Business. You acknowledge and agree that if your Business is closed or otherwise not operated for 30 days without our prior written consent, the closure or failure to operate will constitute your voluntary abandonment of the franchise, and we have the right, in addition to other remedies provided for herein, to terminate this Agreement and the franchise operated hereunder. If you abandon your Social Indoor Business before the end of the term of this Agreement, we reserve the right to collect, as liquidated damages, an amount equal to

three (3) years of Corporate Operational Support and Technology Fees as well as any applicable Digital Display Monitor Management Fees, (8D & 8E), or, if less than 3 years remain in the term, however many months are remaining on the current agreement.

M. Compliance with Law. You must at all times conduct your Business in compliance with all applicable laws, regulations, codes and ordinances. You recognize that it is your responsibility to understand and comply with all such laws, regulations, codes and ordinances and some of these may restrict your ability to offer certain product offerings in your Designated Territory. You acknowledge that you are an independent business and are solely responsible for control and management of your Business, including such matters as hiring and discharging your employees. You acknowledge that we have no power, responsibility or liability in respect to employee relations issues including hiring, discharge and discipline, and related matters. You must promptly notify us of any claim or litigation in which you are involved that arises from the operation of your Business.

N. Participation in an Internet Web Site or Other Online Communications. We require you, at our mutual expense, to participate in our Social Indoor website as well as any intranet or extranet system we may develop. We have the right to determine the content and use of our website and our extranet/intranet system and will establish the rules under which franchisees may participate. You may not separately register any domain name or operate any web site containing any of the Trademarks, nor marketing or selling products or services similar to our products and services, without our written approval. We will retain all rights relating to our web site and our extranet/intranet system and may alter or terminate our web site or our extranet/intranet system without prior notice to you. Your general conduct on our web site, our intranet system or on other online communications (including any social media platforms) and specifically your use of the Trademarks or any advertising on any web site or other online communications (including social media platforms) is subject to the provisions of this Agreement and our approval. You acknowledge that certain information obtained through your participation in our web site and our extranet/intranet system may be considered Confidential Information, including access codes and identification codes. Your right to participate in our web site and our extranet/intranet system or otherwise use the Trademarks or System on the internet or other online communications will terminate when this Agreement expires or terminates.

O. Suggested Pricing Policies. Except as to National Account Sales, you have the right to set the prices you charge for the services offered at your Business. We may, from time to time, make suggestions to you with regard to your pricing policies. We have the right to modify our standard pricing policies which will give us the right to establish prices, both minimum and maximum. Any such modification will be in writing. Unless we modify our standard pricing policies, any list or schedule of prices we furnish to you is a recommendation only and any decision you make to accept or reject the suggestion will not affect the relationship between us.

P. Liquidated Damages. As outlined in Section 6.L, if you abandon your SOCIAL INDOOR Business before the end of the initial term or any renewal term of this Agreement, you must pay us, as liquidated damages, an amount equal to three (3) years of Corporate Operational Support and Technology Fees as well as any applicable Digital Display Monitor Management Fees, (8D & 8E), or, if less than 3 years remain in the term, however many months are remaining on the current agreement.

PERSONNEL AND TRAINING STANDARDS

7. The following provisions and conditions control with respect to personnel, training and supervision.

A. Supervision of Your Business. Your Business must at all times be under your direct supervision or a designated principal owner in the event you are a corporation, partnership, or other business entity. Your principal owners must be those persons who are actively involved in your Business and the principal owners must be personal guarantors and sign an undertaking and guarantee in accordance with Subparagraph 16.F of this Agreement.

B. Training. You must, at your expense for room, board and travel, attend and successfully complete our **Social Indoor** training program at a place we designate. The training program may vary depending on the type of products and services you offer. You understand that this Agreement will not become effective unless you successfully complete the **Social Indoor** training program. In the event that you are given notice of default as set forth in Subparagraph 11.A and the default relates, in whole or in part, to your failure to meet any operational standards, we may require as a condition of curing the default that you again attend and successfully complete our training program at a place we designate at your expense. If you desire to operate your Business with a manager other than you, then in addition to you, the manager must attend and successfully complete our training program, at your expense, prior to undertaking such operations.

C. Ongoing Training. We may require you and other key employees of your Business to attend, at your expense, ongoing training at our training center or other location we designate. We reserve the right to charge you a fee to attend any additional training we require.

D. Staffing. You must hire and supervise efficient, competent, and courteous persons as your employees for the operation of your Business and set and pay their wages, commissions and incentives with no liability on us. As further described in the Manuals, your staffing needs may vary depending on the size of your Designated Territory. No employee of yours will be deemed to be an employee of us for any purpose whatsoever, and nothing in any aspect of the System or the Trademark in any way shifts any employee or employment related responsibility from you to us. All of your key employees must sign a confidentiality agreement in a format approved by us. You alone are responsible for hiring, firing, training, setting hours for and supervising all employees.

E. Attendance at Meetings. We may require you to attend any national conferences, seminars or meetings that we sponsor for **Social Indoor** franchisees to set forth new methods and programs for operation, training, management, sales or marketing. Any meetings you attend will be at your expense, and we may charge you a fee to attend any such meetings. If we require you to attend any such meetings and you are unable to attend, you must notify us prior to the meeting and attempt to have a substitute person from your Business, acceptable to us, attend and represent you at such meeting. If you or your substitute do not attend a required conference, seminar or meeting, we may require you to pay a fee of \$1,500 to us to cover costs and expenses.

FEES, REPORTING AND AUDIT RIGHTS

8. You must pay the fees described below and comply with the following provisions:

A. Initial Franchise Fee. Except if this is your second or subsequent **Social Indoor** franchise, your Initial Franchise Fee for your **Social Indoor** Business will be \$50,000 plus a population fee as outlined in the FDD. You pay us the Initial Franchise Fee when you sign this

Agreement. The Initial Franchise Fee is nonrefundable. In connection with your payment of the Initial Franchise Fee, we will provide you with a Start-Up Kit for your Business, the contents which are set forth in the Manuals.

If this is your second or subsequent **Social Indoor** franchise your Initial Franchise Fee will be \$45,000 plus a population fee. You must pay us the Initial Franchise Fee when you sign this Agreement. The Initial Franchise Fee is nonrefundable. In connection with paying the Initial Franchise Fee we will provide you with a Start-Up Kit for your Business.

B. Training Fee. The Training Fee is \$2,500 for new franchisees as noted in Section 7 of the franchise disclosure document except noted below, paid in a lump sum, is earned upon receipt and is non-refundable. The \$2,500 Training Fee includes initial training for up to 3 people for 2 days at our home office in Minnetonka, Minnesota or via Zoom or an alternate electronic video medium. This includes weekly continuing training for the first 90 – 120 days, a field visit with a venue specialist, and 1 on 1 additional software training. You are responsible for paying the salaries, travel expenses, lodging, and all other expenses for you and all employees you send to training. If you are opening your second or subsequent Business and you and your general manager and sales agent for the second or subsequent Business have already completed our initial training program, you are not required to pay us the Training Fee. If, however, the general manager or sales agent for your second or subsequent Business has not completed our initial training program, these individuals must successfully complete our initial training program and you must pay us the Training Fee. For a subsequent or conversion franchise you have the option to choose to pay \$500 per person that attends training in Lieu of the \$2,500 requirement for up to 3 outlined above. A field visit would be available at additional cost for subsequent franchise territory.

C. Royalty Fee. Royalties are 6% of gross cash sales.

D. Corporate Operational Support and SI Technology Fee. Fee is \$400 per month. This includes your basic Social Indoor email address license, access to our domain, continued operational support for the duration of your Franchise Agreement during normal operating business hours, and SI technology access.

E. Monitor management fee, currently:
\$35 lease fee per month per monitor (1 – 35 monitors), or
\$25 lease fee per month per monitor (36+ monitors) so long as Franchisee is in good standing and has ACH setup, otherwise Franchisor has the right to charge \$35 lease fee per month per monitor regardless of monitor count. All new monitor orders have a 60-day grace on monitor fees as outlined in Appendix F.

F. Production Charges. You may use us or an alternate supplier for advertising design or posters pending our approval. We also may charge lower production charges if the volume of your printing warrants a discount. If you choose to use a supplier other than us for advertising design and production, you must submit the advertising to us for approval prior to use one-time to ensure Brand consistency. Further, you must permit us to post the ad on the **Social Indoor** “AD Library” for our use and the use of other franchisees.

G. Computations and Remittances; Reconciliation of Amounts Owed. On the first business day of each month, we will prepare an invoice outlining: (i) any amounts you owe to us for Monitor Management Fee and Corporate Operational Support and Technology Fees (ii) any

production costs incurred during the previous month, and (iv) any other charges, supply orders or amounts you owe to us. Prior to the end of each month, we will exercise an Electronic Funds Transfer (EFT) as described in Section 8.H below for any amounts listed above and any other amounts that are outstanding 1 or more days past the invoice due date. Royalties will be calculated for your records monthly, but Invoices will be generated and sent between the 10th and 15th of each calendar month.

You will be responsible for any fees associated with a lack of funds or failed EFT. Any amounts owing to us that are outstanding after 30 days will bear interest from the due date until the date paid at the rate of 18% per annum or the maximum rate permitted by law, whichever is less.

On approximately the tenth day of the month, we will provide you with a Cross, Programmatic, and National Sales Payment Statement that shows all amounts we owe to you for those respective sales that were placed in your Designated Territory during the preceding month, in accordance with the terms and percentages described in Appendix C. Payment of the amount set forth on the Statement is processed on the 20th day of the month following the month or whenever payment for the National Sales Account or Cross Sales is received. You may not withhold payment of any amounts owed to us and hereby waive all existing and future claims and offsets against any amounts due us, which amounts must be paid when due. Social Indoor reserves the right to use any Cross, National Account, or Programmatic payments due to you towards any monies owed to us that is past 30 days due.

H. Electronic Transfer of Funds. You must sign an electronic transfer of funds authorization, attached as Appendix D, to authorize and direct your bank or financial institution to transfer electronically, on a monthly basis, directly to our account or our affiliates' and to charge to your account all amounts due to us or our affiliates. You must maintain a balance in your account sufficient to allow us and our affiliates to collect the amounts owed when due. You are responsible for any penalties, fines or other similar expenses associated with the transfer of funds described in this subparagraph.

I. Reports and Audit. You must submit to us reports with respect to your Business in such form and content as we may prescribe periodically. For example, on an annual basis, but no later than May 15 of each year, you must provide us with copies of your previous year's franchise financial statements and related report, or year-end balance sheet and statement of profit and loss. If you fail to provide us your previous year's franchise financial statements and related report, or year-end balance sheet and statement of profit and loss in a timely manner, or such information contains gross discrepancies to that reported in our proprietary software outlined in Section 6.F, we will have the right to require copies of your most recent annual tax returns.

We or our authorized representative have the right at all times during the business day to enter the premises where your books and records relative to your Business are kept and to evaluate, copy and audit such books and records. In the event that any such evaluation or audit reveals an understatement of your Sales or other material financial information related to your Business of 5% or more from data reported to us, in addition to any other rights we may have (including collection of amounts owed with respect to any understatement), you must reimburse us for all audit costs including, without limitation, the related professional fees, travel, and room and board expenses. Furthermore, we may conduct further periodic audits and/or evaluations of your books and records, at your sole expense, as we reasonably deem necessary for up to two years thereafter. You acknowledge and agree that if a subsequent audit or evaluation conducted within the two year period reveals any such understatement or variance of 5% or more, in addition to any other remedies provided for in this Agreement, at law or in equity, we will have the right to terminate this Agreement in accordance with Subparagraph 11.B of this Agreement.

J. Interest Charges. Any and all amounts owing to us or our affiliates by you hereunder will bear interest at the rate of 18% per annum or the maximum contract rate of interest permitted by governing law, whichever is less, from and after the date of accrual. Your failure to pay all amounts when due is a default and grounds for termination under this Agreement. In addition, we reserve the right to withhold or delay the shipment of products to you and payment of revenues generated from National Account Sales and Cross Sales if you are past due with respect to any amount owed to us or our affiliates. Vendors and suppliers of products and services also may withhold or delay the shipment of goods and services to you if you are in arrears with respect to any amount owed to the vendor or supplier.

MARKETING FEES AND CONTROLS

9. You agree to actively promote your Business, to abide by all of our marketing requirements and to comply with the following provisions:

9a. Marketing Fund. Marketing fund will be instituted the following calendar year on January 1st after Social Indoor has developed (10 or more venues) in 50 or more markets Nationally. As of the date of this Franchise Agreement, we collected \$0 per month Brand Development Fee. We have the right to increase the Brand Development Fee up to 1% of Gross Sales. All Brand Development Fees will be deposited in a Brand Development Fund (the "Fund").

We will administer the Fund. The Fund is not a trust or escrow account, and we do not have any fiduciary obligations with respect to the Fund. Any and all interest earned from the account belongs to us. If all of the Brand Development Fees are not spent in the fiscal year in which they accrue, the remaining amounts are retained in the Fund for use in the following years. We may use the Fund for various purposes, including, but not limited to: (1) salaries, benefits and any other payments made to employees/team members or any other individual or entity providing services to the Fund; (2) broadcast, print or on-line advertising and brand awareness; (3) the creation, development and production of advertising and promotional materials (*i.e.*, print ads, radio, film and television commercials, videotapes, direct mail pieces, and other print advertising); (4) any marketing or related research and development; (5) advertising and marketing expenses, including services provided by advertising agencies, public relations firms or other marketing, research or consulting firms or agencies, sponsorships, marketing meetings and sales incentives, development of our website and intranet system, Internet access provider costs, subscriptions to industry newsletters or magazines, and administrative costs and salaries for marketing support personnel; and (6) costs and expenses incurred by us relating to any franchise convention we hold or sponsor. Any media coverage will initially be local or regional.

We determine the use of the monies in the Fund, although we may seek franchisee input from time to time on how to use the Fund (we reserve the right to make all decisions regarding the Fund). We are not required to spend any particular amount on marketing, advertising or promotion in the area in which your Business is located. We oversee the marketing programs and use the Fund to create marketing materials and conduct national, regional or local advertising as we determine appropriate. We will contribute to the Fund amounts equal to your required percentage for each similarly situated company-owned and affiliate-owned Businesses in the same local marketing area. From time to time we may contribute to the Fund some amounts paid to us by outside suppliers. We will prepare an annual unaudited accounting of the Fund and will make it available for your review upon your written request. We may use in-house resources or an outside national, regional, or local agency. We may be reimbursed for administrative costs and overhead incurred in administering the Fund. We will not use the Fund for the solicitation of franchise sales.

You must obtain our written approval of all promotional and marketing materials prior to their use.

Although we do not currently do so, we reserve the right to require advertising or marketing cooperatives to be formed, changed, dissolved or merged in our sole determination. If established, you must direct your local advertising expenditures to the advertising cooperative which is separate from the payment of the Brand Development Fee.

As of the date of this Disclosure Document, we do not have an advertising or marketing council.

B. Required Local Expenditures; Approved Marketing Materials. You must use your best efforts to promote and advertise your Business in your Designated Territory and participate in any local marketing and promotional programs we establish from time to time. You must use only such marketing materials as we furnish, approve or make available, and the materials must be used only in a manner that we prescribe. We will not unreasonably withhold approval of any marketing materials; provided that they are factual and dignified and include proper usage of the Trademarks. Any local advertising materials you submit to us will be deemed approved in accordance with the preceding sentence if we do not disapprove or comment on the materials within 10 business days of receipt. We and other franchisees are restricted from marketing their **Social Indoor** businesses as it relates to indoor print and indoor digital advertising in your Designated Territory, except when such marketing is part of a marketing fund program under Subparagraph 9.A, is targeted towards advertising at Special Sites, or contained in a publication with general distribution in your Designated Territory and in the designated territory in which the company-owned outlet or another franchisee's territory is located.

FRANCHISEE'S OTHER OBLIGATIONS

10. You agree to comply with the following terms and conditions:

A. Payment of Debts. You agree to pay promptly when due: (i) all payments, obligations, assessments and taxes due and payable to us, vendors, suppliers, lessors, federal, state or local governments, or creditors in connection with your Business or products or services used in connection with your Business, (ii) all liens and encumbrances of every kind and character created or placed upon or against any of said property; and (iii) all accounts and other indebtedness of every kind incurred by you in the conduct of your Business. In the event you should default in making any payment, we will be authorized, but not required, to pay the same on your behalf and you covenant promptly to reimburse us on demand for any such payment.

B. Taxes. You must pay to us (or any subsidiary, affiliate or designee) promptly and when due the amount of all sales taxes, use taxes, personal property taxes and similar taxes imposed upon, and required to be collected by or paid by, us or our affiliate on the account of services or goods furnished by us or our affiliate to you through sale, lease or otherwise or on account of collection by us or our affiliate of the Continuing License Fee, or any additional payments you make to us pursuant to this Agreement.

C. Indemnification; Insurance. You hereby waive all claims against us (and any affiliates, officers, directors, agents and employees) for damages to property, death, or injuries to persons arising directly or indirectly out of the management or operation of your Business. You must indemnify and hold us (and any affiliates, officers, directors, agents and employees) harmless from and against any and all claims, demands and liabilities of any nature whatsoever arising in any

manner, directly or indirectly, from or in connection with the operation, use, or occupancy of your Business or premises or any breach by you or your failure to comply with the terms and conditions of this Agreement, including attorneys' fees and costs (regardless of cause or any concurrent or contributing fault or negligence of us or our affiliates). As between us and you, you are solely responsible for the safety and well-being of your employees and the customers of your Business. Furthermore, we will indemnify and hold you (and any affiliates, officers, directors, agents and employees) harmless from and against any and all claims, demands and liabilities of any nature whatsoever arising in any manner, directly or indirectly, from or in connection with advertisements we create on your behalf for you or for your local clients or in conjunction with a National Account Sale, including without limitations, claims or suits for libel, copyright or trademark infringement, privacy rights, or any other violations of federal, state, or local law.

It is the intention of the parties to this Agreement that we shall not be deemed a joint employer with you for any reason; however, if we incur any cost, liability, loss or damage as a result of any actions or omissions of you or your employees, including any that relate to any party making a finding of any joint employer status, you will fully indemnify us for any such cost, liability, loss and damage.

You agree to purchase and maintain in full force and effect, solely at your expense, liability insurance in an aggregate amount designated periodically by us. You shall procure, maintain and provide evidence of: (i) comprehensive general liability insurance for your Business and its operations, including product liability, and personal and advertising injury, with a limit of not less than \$1,000,000 per occurrence and a general aggregate of \$2,000,000, for personal injuries or deaths of persons occurring in or about your Business, or such greater limits as may be required as part of any lease agreement for the Business; (ii) owned, non-owned and hired automobile liability insurance covering you and all your employees with authority to operate a motor vehicle in an amount not less than \$1,000,000 or, with our prior written consent, such lesser amount as may be available at a commercially reasonable rate, but in no event less than any statutory imposed minimum coverage, plus hired car physical damage coverage in an amount of \$50,000; (iii) if owned automobile liability insurance is purchased, the following additional coverages are required, when applicable: owned auto liability, personal injury protection, uninsured & underinsured motorist, drive other car coverage and broadened personal injury protection; (iv) data privacy/cyber liability coverage that includes first and third party coverage with a sublimit of either (a) \$25,000 if your annual gross revenue is less than \$75,000 or (b) a sublimit of \$50,000 if your annual gross revenue is greater than \$75,000; and (v) if required by state law, unemployment and worker's compensation insurance with a broad form all-states endorsement coverage sufficient to meet the requirements of the law. Additionally, you must carry EPLI insurance with a minimum coverage of \$50,000. Additionally, it is strongly recommended, but not required, that you purchase media liability insurance with a limit of not less than \$1,000,000 if you hire third-party graphic designers and printers for your client's advertising, and purchase all-risk personal property insurance in an amount equal to at least 100% of the replacement costs of the contents and tenant improvements associated with your Business. This particular recommendation to purchase media liability, personal and advertising injury insurance and all-risk personal property insurance is not mandatory and is not required for compliance with the franchise agreement.

In addition, you agree to purchase and maintain in full force and effect, at your expense, other insurance in amounts designated periodically by us covering operation or maintenance of any building, equipment or motor vehicle owned or leased by you in connection with your Business and any other insurance we specify in writing from time to time or required by local, state or federal law. You further agree to deliver to us periodically or at our request a proper certificate evidencing the existence of such insurance coverage and your compliance with the provisions of this Subparagraph.

All insurance coverage must (i) name us as an additional insured and our affiliates and their respective officers, directors, members and others as their interest may appear on a primary, noncontributory basis, (ii) insure you, us and our affiliates and their respective officers, directors, agents and employees from any and all loss, liability, claim or expense of any kind whatsoever and (iii) provide that we will be given 30 days' prior written notice of material change in or termination or cancellation of the policy. This insurance coverage must commence as of the date you commence operating your Business. Certificates of insurance must be sent to us upon annual expiration date.

D. Noncompete Restrictions. You agree that you will receive valuable training and Confidential Information that you otherwise would not receive or have access to but for the right licensed to you under this Agreement. You also acknowledge that we are the owners of all goodwill associated with use of our Trademarks or the System. You therefore agree to the following noncompetition restrictions:

1. You and your personal guarantors may not during the term of this Agreement, without our prior written approval, engage as an owner, partner, director, officer, employee, consultant, agent or in any other capacity in any advertising business or any other business selling products and services similar to the products and services sold by your Business licensed under this Agreement.

2. You and your personal guarantors may not engage as an owner, partner, director, officer, employee, consultant, sales person, representative or agent in any other capacity in any competitive activity, as defined below, for a 2 year period after expiration or termination of this Agreement, within (i) your Designated Territory; (ii) a 25 mile radius outside your Designated Territory; or (iii) the designated territory of another **Social Indoor** franchisee whose designated territory is within 25 miles of your Designated Territory. (iiii) a 25 mile radius around a Social Indoor Corporate Developed Territory. For purposes of this Agreement, competitive activity means any advertising placement business or any other business that sells products and services similar to the products and services sold by a **Social Indoor** business. You expressly agree that the 2-year period and 25-mile restriction are the reasonable and necessary time and geographic scope needed to protect us and the System if the Agreement expires or is terminated. You also agree that the length of time in this Subparagraph will be tolled for any period during which you are in breach of the covenants or any other period during which we seek to enforce this Agreement.

3. You agree that we are licensing you to use during the term of this Agreement the goodwill attendant to the use of our Trademarks and System, and, upon termination or expiration of the Agreement, we will have the exclusive right to such goodwill, including the exclusive right to customer relationships developed by you during the term of this Agreement.

DEFAULT AND TERMINATION

11. The following provisions apply with respect to default and termination:

A. Defaults. You will be in default hereunder if we determine that you or any personal guarantor has breached any of the terms of this Agreement or any other agreement between you and us or our affiliates, which without limiting the generality of the foregoing, includes (i) voluntary abandonment of your Business, (ii) making any false report to us, (iii) failure to submit any required report, (iv) failure to pay when due any amounts required to be paid to us or any of our affiliates whether pursuant to this Agreement or otherwise or to any third party (including vendors and

suppliers) as required by this Agreement, (v)) unauthorized use of the Trademarks, (vi) dishonest or unethical conduct adversely affecting the Trademarks, (vii) conviction of you or any personal guarantor (or pleading no contest to) any felony or an offense that brings or tends to bring any of the Trademarks into disrepute or impairs or tends to impair the goodwill of any of the Trademarks, (viii) failure to abide by our standards and requirements in connection with the operation of your Business, (ix) unauthorized disclosure of confidential information, (x) your failure to meet the Minimum Venue Requirements, (xi) filing of any tax liens or voluntary or involuntary bankruptcy by or against you or any personal guarantor, (xii) your insolvency or any personal guarantor's insolvency, (xiii) making an assignment or entering into any similar arrangement for the disposition of assets for the benefit of creditors, (xiv) any unauthorized assignment or transfer of your Business, this Agreement or the stock of franchisee, or (xv) failure to meet any requirements or specifications we establish with respect to product and service quality, sales or installation procedures, conditions of materials used, or use of approved products and services.

B. Termination by Us. We have the right to terminate this Agreement in accordance with the following provisions:

1. Termination After Opportunity to Cure. Except as otherwise provided in this Subparagraph 11.B: (i) you will have 30 days from the date of a written notice of default to cure any default under this Agreement; (ii) your failure to cure a default within the 30-day period will provide us with good cause to terminate this Agreement; (iii) the termination will be accomplished by mailing or delivering to you written notice of termination that will identify the grounds for the termination; and (iv) the termination will be effective 30 days after the date of the written notice of termination. In the event you fail to satisfy your minimum venue requirements (as outlined in Appendix B) you will have 90 days from the date of a written notice of default to cure this default.

2. Immediate Termination With No Opportunity to Cure. In the event any of the following defaults occurs, you will have no right or opportunity to cure the default and this Agreement will terminate effective immediately on our issuance of written notice of termination: voluntary abandonment of your Business; you willfully and materially falsify any report, statement or other written data furnished to us; unauthorized disclosure of confidential information; conviction of you or any personal guarantor of (or pleading no contest to) any felony or offense that brings or tends to bring any of the Trademarks into disrepute or impairs or tends to impair the goodwill of any of the Trademarks; your insolvency or any personal guarantor's insolvency; making an assignment or entering into any similar arrangement for the disposition of assets for the benefit of creditors; any unauthorized assignment or transfer of your Business, this Agreement or the ownership of franchisee; any instance where you willfully deceive clients relative to the source, nature or quality of products or services sold; any default that results from a subsequent audit of your Business conducted within two years of a previous audit and both audits reveal an understatement of 5% or more in financial information provided to us; or any default by you that is the third similar default within any 12 month consecutive period. Furthermore, we may declare this Agreement null and void if you make any material misrepresentation on the franchise application or otherwise relating to the acquisition of the franchise.

3. Immediate Termination After 24 Hours to Cure. In the event that a default under this Agreement occurs that materially impairs the goodwill associated with any of the Trademarks (i) you will have 24 hours after we provide written notice of the default to cure the default; and (ii) the termination will be effective immediately upon our issuance of written notice of termination.

4. Effect of Other Laws. We may terminate this Agreement upon any other ground or by any shorter period of notice (but not less than 30 days except as provided above) as may be permitted from time to time by applicable law or regulation. The provisions of any valid, applicable law or regulation prescribing permissible grounds, cure rights or minimum periods of notice for termination of this franchise will supersede any provision of this Agreement that is less favorable to you than such law or regulation.

POST-TERM OBLIGATIONS

12. Upon the expiration or termination of this Agreement:

A. Reversion of Rights. All of your rights to the use of the Trademarks and all other rights and licenses granted in this Agreement and the right and license to conduct your Business under the Trademarks in your Designated Territory will revert to us without further act or deed of any party. All of your right, title and interest in, to and under this Agreement will become our property. You must immediately pay all sums due to us, our affiliates or designees. You must immediately cease all use and display of the Trademarks and of any material copyrighted by us (including without limitation the Manuals and other Confidential Information). You must immediately return to us all copies of the Manuals, any training materials and licensed software.

B. Venues, Display Boards, Leases. We have the right and option, but not the obligation, to take and assume control of the Venues, Display Boards and the obligations of the leases for the remaining term under the same terms and conditions, including rental amount, as originally contracted by you. All Display Boards are the property of Social Indoor and must be returned in good working order to Us, at your cost, if we choose not to assume control of any or all venues in your territory. Under a termination with no opportunity to cure, if we elect to take and assume control of the Venues and ownership of the Display Boards, we will have the right to do so without paying any compensation to you.

C. Discontinuation of Trademark Use. Except for any display boards we assume under Subparagraph 12.B, you must promptly, and in any event within 30 days, at your expense, remove or obliterate all signage, displays or other materials in your possession that bear any of the Trademarks or names or material confusingly similar to the Trademarks and so alter the appearance of your Business premises (including motor vehicles, if any) as to differentiate your Business unmistakably from duly licensed **Social Indoor** businesses identified by the Trademarks. You must cease your participation in any **Social Indoor** web site and our intranet system and must discontinue your use of the Trademarks or System on the internet or other online communications. Furthermore, you must not use any of the Trademarks in a derogatory, negative, or other inappropriate manner in any media, including but not limited to print or electronic media. You also must take such action as may be required to cancel all assumed name or equivalent registrations relating to the use of any trade name or Trademarks and notify the telephone company and listing agencies of the termination or expiration of your right to use all telephone numbers of your Business and all classified and other directory listings of your Business and authorize the transfer of such numbers and directory listings to us or as we direct. This agreement by you regarding the telephone numbers and listings is for the benefit of such telephone company serving you. You agree to hold any such telephone company harmless from any and all claims against it arising out of any orders given by us to terminate, transfer or put on referral such telephone service. Notwithstanding the foregoing, in the event of expiration or termination of this Agreement, you will remain liable for your indemnification obligations specified in Subparagraph 10.C or under common law and other obligations pursuant to any applicable lease

for your Business premises or otherwise, which by their very nature are intended to survive the expiration or termination of this Agreement.

D. Liquidated Damages. As outlined in Section 6.L, if you abandon your SOCIAL INDOOR Business before the end of the initial term or any renewal term of this Agreement, we reserve the right to collect, as liquidated damages, an amount equal to three (3) years of Corporate Operational Support and Technology Fees as well as any applicable Digital Display Monitor Management Fees, (8D & 8E), or, if less than 3 years remain in the term, however many months are remaining on the current agreement.

DISPUTE RESOLUTION; INJUNCTIVE RELIEF

13. We and you agree that the following provisions apply with respect to dispute resolution:

A. Mediation. Except as noted in Section 13.C below, before any party may commence an arbitration proceeding, the parties must first meet to mediate the dispute. The mediation will be held in the city in which our headquarters are located at the time of the mediation. The parties must agree upon a single mediator to mediate the dispute within sixty (60) days after a written demand for mediation is made. If the parties are unable to agree upon a single mediator to mediate the dispute, each party will select a mediator and the two mediators will select a third mediator who will mediate the dispute. Any such mediation will be non-binding.

B. Dispute Resolution Process. If the parties are unable to resolve the dispute through mediation (as outlined in Section 13.A above) and subject to the exceptions noted in Section 13.C below, any claim, suit or demand arising from or related to this Agreement, the parties' relationship, or your Business must be submitted to binding arbitration under the authority of the Federal Arbitration Act and must be determined by arbitration administered by the American Arbitration Association pursuant to its then-current commercial arbitration rules and procedures. 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 or otherwise to join or consolidate any claim with any other claim or any other proceeding involving third parties. In the event a court determines that this limitation on joinder of or class action certification of claims is unenforceable, then this entire commitment to arbitrate will become null and void and the parties must submit all claims to the jurisdiction of the courts. The arbitration must take place in the city where our headquarters is located at the time of the dispute. The arbitrator must follow the law and not disregard the terms of this Agreement. The arbitrator must have at least 5 years of significant experience in franchise law. A judgment may be entered upon the arbitration award by any state or federal court in the state where we maintain our headquarters or the state where your Business is located. The decision of the arbitrator will be final and binding on all parties to the dispute; however, the arbitrator may not under any circumstances: (1) stay the effectiveness of any pending termination of this Agreement; (2) assess punitive or exemplary damages; or (3) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance that we set.

C. Exceptions to Mediation and Arbitration. Notwithstanding Section 13.A and 13.B above, the parties agree that the claims set forth in (1) through (3) below will not be subject to mediation or arbitration, and we reserve the right to bring an action to pursue the claims in the Federal District Court for the District of Minnesota or in Hennepin County District Court, Fourth Judicial District, Minneapolis, Minnesota; with both parties hereby agreeing to irrevocably submit themselves to, and consent to, the exclusive jurisdiction of said courts:

1. any action for declaratory or equitable relief, including, without limitation, seeking preliminary or permanent injunctive relief, specific performance, other relief in the nature of equity to enjoin any harm or threat of harm to such party's tangible or intangible property, brought at any time, including, without limitation, prior to or during the pendency of any arbitration proceedings initiated hereunder;
2. any action in ejectment or for possession of any interest in real or personal property; or
3. any action to collect amounts owed to us or any affiliate or to compel you to submit required reports or comply with System standards.

ASSIGNMENT BY FRANCHISEE

14. You agree that the following provisions will govern any transfer or proposed transfer by you:

A. Transfers. This Agreement is entered into by us with specific reliance upon your financial qualifications and your personal experience, skills and managerial and financial qualifications as being essential to the satisfactory operation of your Business licensed hereunder. Consequently, neither your interest in this Agreement nor in your Business may be transferred or assigned to or assumed by any other person or entity (the "assignee"), in whole or in part, unless you have first tendered to us the right of first refusal to acquire such interest in accordance with Subparagraph 14.E, and if we fail to exercise such right, unless our prior written consent is obtained and the transfer conditions described in Subparagraph 14.C are satisfied. Any sale (including installment sale), lease, pledge, management agreement, contract for deed, option agreement, gift or otherwise or any arrangement pursuant to which you turn over all or part of the daily operation of your Business to a person or entity who shares in the losses and/or profits of your Business in a manner other than as an employee will be considered a transfer for purposes of this Agreement.

In the event of your insolvency or the filing of any petition by or against you under any provisions of any bankruptcy or insolvency law, if your legal representative, successor, receiver or trustee desires to succeed to your interest in this Agreement or your Business, such person first must so notify us, must tender the right of first refusal provided for in Subparagraph 14.E, and if we fail to exercise such right, must apply for and obtain our consent to the transfer and satisfy the transfer conditions described in Subparagraph 14.C. In addition, you or the assignee must pay our attorneys' fees and costs incurred in any bankruptcy or insolvency proceeding pertaining to you.

B. Consent to Transfer. We will not unreasonably withhold our consent to transfer, provided that the proposed assignee is, in our reasonable judgment, qualified to provide active supervision over the operation of your Business, the proposed assignee possess sufficient net worth and sources of capital to meet our standards for your Business, and the conditions defined in Subparagraph 14.C are satisfied. Application for our consent to a transfer and tender of the right of first refusal provided for in Subparagraph 14.E must be made by submission of our form of application for consent to transfer, which must be accompanied by the documents (including a copy of the proposed purchase or other transfer agreement) or other information required therein. The application must indicate whether you propose to retain a security interest in the property to be transferred. No such security interest will be created without our prior written consent and except upon conditions acceptable to us. Any agreement used in connection with a transfer will be subject to our prior written approval, which approval will not be withheld unreasonably. You immediately

must notify us of any proposed transfer hereunder and must submit promptly to us the application for consent to transfer. Any attempted transfer by you without our prior written consent or otherwise not in compliance with the terms of this Agreement will be void and will give us the right to either terminate this Agreement or to collect from you a transfer fee equal to two times the transfer fee provided for in this Agreement.

C. Conditions of Transfer. Whether the transfer be to an individual, a corporation, a partnership or to any other entity, the following provisions apply:

1. We may condition our consent to any proposed transfer upon the following:

(a) all of your obligations in connection with your Business have been assumed by the assignee;

(b) all of your ascertained or liquidated debts in connection with your Business, including all amounts owed to us or any of our affiliates or your suppliers have been paid in full;

(c) you are not in default under any provision of this Agreement;

(d) the assignee has completed the training program required of new franchisees; in addition to the consent of your transfer, you are obligated to provide assignee all relevant information and introductions to existing Venue owner(s) as well as current Clients and will assist in good faith in a positive transition and will make yourself available for no less than (30) days following the transfer. Should you fail to comply, SI Corporate may assess a fee up to \$2,500 against you or your business.

(e) you have paid \$7,500 as a transfer fee for assignee's training (which includes training up to 2 people) PLUS reimbursement, if applicable to us for our reasonable legal and accounting fees, credit and investigation charges and expenses incurred because of such assignment. This fee covers all assistance, approval of the assignee and general legal paperwork to transfer the market

(f) If the transferee is a person or entity that was referred to us as a potential franchisee by a broker organization under terms that require us to pay a referral fee to the broker organization if the transferee signs a Franchise Agreement with us, you agree that you or the assignee will pay us the total broker referral fee we are required to pay before the franchise is transferred;

(f) assignee signs our then-current form of franchise agreement, which is modified to reflect the remaining term under this Agreement and the current minimum venue requirements as specified under this Agreement;

(g) you and all personal guarantors execute a general release in our favor;

(h) you and all personal guarantors agree to comply with the covenant not to compete set forth in Subparagraph 10.D of this Agreement; and

(i) in the case of an installment sale, if you or any principal owner proposes to retain a security interest or other financial interest in the Franchise Agreement or your Business operated thereunder (with our consent), you or such principal owner agrees to guarantee the performance of the Franchise Agreement until the final close of the installment sale or the termination of such interest, as the case may be.

(j) Your assignee understands that all digital display boards are the property of Social Indoor.

2. Notwithstanding the conditions stated in subparagraph 14.C.1 above, if you are an individual franchisee, you may assign the franchise to a corporation or other similar entity in which you own all of the issued and outstanding capital stock provided that:

(a) the principal owner or a manager approved by us actively manages your Business and continues to devote the individual's best efforts and full and exclusive time to the day-to-day operation and development of your Business;

(b) the corporation or other similar entity is newly organized, and its activities are confined exclusively to acting as the franchisee under this Agreement;

(c) the corporation or other similar entity executes a document in a form approved by us in which it agrees to become a party to and be bound by all the provisions of this Agreement;

(d) the principal owner remains personally liable in all respects under this Agreement and executes on a form approved by us a personal guarantee and agreement not to sell, assign, pledge, mortgage or otherwise transfer or encumber the stock; and

(e) all stock certificates representing shares in the corporation bear a legend that they are subject to the terms of this Agreement.

3. We may require you to prepare and furnish to assignee and/or to us such financial reports and other data relating to your Business and its operations as we, in our sole judgment, may deem necessary or appropriate for assignee and/or us to evaluate your Business and the proposed transfer. You agree that we have the right to confer with proposed assignees and furnish them with information concerning your Business and proposed transfer without being held liable to you, except for intentional misstatements made to the assignee. Any such information we furnish to proposed assignees is for the sole purpose of permitting the assignees to evaluate your Business and proposed transfer and must not be construed in any manner or form whatsoever as an earnings claim or claims of success or failure.

D. Death, Disability or Incapacity. If any individual franchisee dies or becomes disabled or incapacitated and the decedent's or disabled or incapacitated person's heir or successor-

in-interest wishes to continue as a franchisee hereunder, the person or entity must apply for our consent, successfully complete our training program, and pay the applicable transfer fee, all in accordance with this Paragraph 14 as in any other case of a proposed transfer. If the assignee of the decedent or disabled or incapacitated person is the spouse or child of such person, no transfer fee will be payable to us.

E. Right of First Refusal. If you propose to transfer or assign this Agreement or your interest herein or in your Business, in whole or in part, to any third party, you first must offer to sell to us your interest as provided herein. In the event of a bona fide offer from such third party, you must obtain from the third-party offeror and deliver to us a statement in writing, signed by the offeror and by you, of the terms of the offer. In the event of (i) a transfer or assignment of stock or similar ownership interests in you or (ii) your or a personal guarantor's insolvency or the filing of any petition by or against you or a personal guarantor under any provisions of any bankruptcy or insolvency law, our offer will be to purchase your interest in this Agreement and your Business. An amount and terms of purchase must be established by a qualified appraiser selected by you and us. If the parties cannot agree upon the selection of an appraiser, one will be appointed by the American Arbitration Association upon petition of either you or us to appoint an appraiser to establish such price in accordance with the rules and procedures of the Association. You or your legal representative must deliver to us a statement in writing incorporating the appraiser's report.

We will have 30 days from our receipt of the statement setting forth the third-party offer or the appraiser's report to accept the offer by delivering written notice of acceptance to you. The acceptance will be on the same price and terms set forth in the statement delivered to us; provided, however, we will have the right to substitute equivalent cash for any noncash consideration included in the offer. If we fail to accept the offer within the 30-day period, you will be free for 6 months from the date the offer was submitted to us to effect the disposition described in the statement delivered to us; provided the transfer is not at a lower price or with more favorable terms than have been offered to us and is otherwise in accordance with this Paragraph 14. If the disposition is not closed within the six-month period with the proposed assignee, then you must reoffer to sell to us prior to the sale to a third party. You may effect no other sale or assignment of you, this Agreement or your Business without first offering the same to us in accordance with this Subparagraph 14.E.

ASSIGNMENT BY FRANCHISOR

15. The parties hereby agree that Franchisor has the right to sell or assign, in whole or in part, our interest in this Agreement. Any such sale or assignment will inure to the benefit of any assignee or other legal successor.

GENERAL PROVISIONS

16. The parties hereby agree to the following provisions:

A. Severability. Should one or more clauses of this Agreement be held void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses will be deemed to be separable in such jurisdiction and the remainder of this Agreement will be deemed to be valid and in full force and effect and the terms of this Agreement will be equitably adjusted so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses. It is the intent and expectation of each of the parties that each provision of this Agreement will be honored, carried out and enforced as written. Consequently, each of the parties agrees that any provision of this Agreement sought to be enforced in any proceeding hereunder will,

at the election of the party seeking enforcement and notwithstanding the availability of an adequate remedy at law, be enforced by specific performance or any other equitable remedy.

B. Waiver/Integration. Except as set forth in Subparagraph 13.C, no waiver by either party of any breach by the other party, nor any delay or failure by either party to enforce any provision of this Agreement, will be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce the non-breaching party's rights with respect to that or any other or subsequent breach. Subject to our rights to modify Appendices and/or System standards and requirements and as otherwise provided herein, this Agreement may not be waived, altered or rescinded, in whole or in part, except by a writing signed by you and us. This Agreement together with any addenda and appendices hereto constitute the sole agreement between you and us with respect to the entire subject matter of this Agreement and embody all prior agreements and negotiations with respect to your Business authorized hereunder. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you. You acknowledge and agree that you have not received any warranty or guarantee, express or implied, as to the potential volume, profits or success of your Business. There are no representations or warranties of any kind, express or implied, except as contained herein and in the Franchise Disclosure Document.

C. Notices. Except as otherwise provided in this Agreement, any notice, demand or communication provided for herein must be signed by the party serving the same and either delivered personally or by a reputable overnight service or deposited in the United States mail, service or postage prepaid, and if such notice is a notice of default or of termination, by registered or certified mail, and forwarded to the address specified on page 1 of this Agreement or to such other address as may have been designated by notice to the other party. Notices for purposes of this Agreement will be deemed to have been received if mailed or delivered as provided in this Subparagraph.

D. Authority. Any modification, consent, approval, authorization or waiver granted hereunder required to be effective by signature will be valid only if in writing executed by you or, if on behalf of us, in writing executed by our President. You must neither create nor purport to create any obligation on behalf of us, nor agree to any other term, condition, or covenant that is inconsistent with any provision of this Agreement.

E. References. If a franchisee consists of two or more individuals, such individuals will be jointly and severally liable, and references to the franchisee in this Agreement include all such individuals. Headings and captions contained herein are for convenience of reference and must not be taken into account in construing or interpreting this Agreement.

F. Guarantee. All principal owners (those who own in excess of 10% of the equity of the franchise company) of a franchisee that is a corporation, partnership or other entity must execute the form of undertaking and guarantee at the end of this Agreement. Each such person is considered a personal guarantor of the franchisee's obligations as noted in the undertaking and guarantee. Any person or entity that at any time after the date of this Agreement becomes a principal owner of the franchisee must, as a condition of becoming a principal owner, execute the form of undertaking and guarantee at the end of this Agreement.

G. Relationship of Parties. You are and will be considered an independent contractor with control and direction of your Business and operations, subject to the conditions and obligations established by this Agreement. No agency, employment, or fiduciary relationship is created by this Agreement. Your Business is separate and apart from any that we may operate. Neither party to this

Agreement may make any representations tending to create apparent agency, employment, or partnership.

H. Successors/Assigns. Subject to the terms of Paragraphs 14 and 15, this Agreement is binding upon and inures to the benefit of the administrators, executors, heirs, successors and assigns of the parties.

I. Interpretation of Rights and Obligations. The following provisions will apply to and govern the interpretation of this Agreement, the parties' rights under this Agreement, and the relationship between the parties:

1. Applicable Law. Except to the extent governed by the United States Trademark Act of 1946, as amended (Lanham Act, 15 U.S.C. Section 1051 et seq.), this Agreement is governed by and interpreted in accordance with the laws of the state in which your Designated Territory is located. You expressly waive any rights or protections you have or may have under any statute or law of any other state to the fullest extent permitted by law. This Agreement may be deemed to be amended from time to time as may be necessary to bring any of its provisions into conformity with valid applicable laws or regulations.

2. Our Rights. Whenever this Agreement provides that we have a certain right, that right is absolute, and the parties intend that our exercise of that right will not be subject to any limitation or review. We have the right to operate, administrate, develop, and change the System in any manner that is not specifically precluded by the provisions of this Agreement.

3. Our Reasonable Business Judgment. Whenever we reserve or are deemed to have reserved discretion in a particular Designated Territory or where we agree or are deemed to be required to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise Reasonable Business Judgment in making our decision or exercising our rights. A decision or action by us will be deemed to be the result of Reasonable Business Judgment, even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes a financial or other individual interest of us. Examples of items that will promote or benefit the System include enhancing the value of the Trademarks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the System.

J. Attorneys' Fees. The prevailing party in any legal proceeding before a court, arbitrators or other tribunal to enforce the terms and provisions of this Agreement will be entitled to recover its reasonable attorneys' fees and costs. This Subparagraph 16.J will survive termination or expiration of this Agreement under any circumstances.

K. JURY WAIVER. THE PARTIES (AND THEIR RESPECTIVE OWNERS AND PERSONAL GUARANTORS, IF APPLICABLE) HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN CONNECTION WITH THE ENFORCEMENT OR INTERPRETATION BY JUDICIAL PROCESS OF ANY PROVISION OF THIS AGREEMENT, AND IN CONNECTION WITH ALLEGATIONS OF STATE OR FEDERAL STATUTORY VIOLATIONS, FRAUD, MISREPRESENTATION OR SIMILAR CAUSES OF ACTION OR ANY LEGAL ACTION INITIATED FOR THE RECOVERY OF DAMAGES FOR BREACH OF THIS AGREEMENT.

L. WAIVER OF PUNITIVE DAMAGES. THE PARTIES (AND THEIR RESPECTIVE OWNERS AND PERSONAL GUARANTORS, IF APPLICABLE) HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, EACH WILL BE LIMITED TO THE RECOVERY OF ACTUAL DAMAGES SUSTAINED BY IT.

M. Acts Beyond Control of Parties. In the event of any failure of performance of this Agreement according to its terms by any party the same will not be deemed a breach of this Agreement if it arose from a cause beyond the control of and without the negligence of the party. Such causes include strikes, wars, riots, and acts of government except as may be specifically provided for elsewhere in this Agreement.

N. Notice of Potential Franchisor Profit. We hereby advise you that we and/or our affiliates may from time to time make available to you goods, products and/or services for use in your Business on the sale of which we and/or our affiliates may make a profit. We further advise you that we and/or our affiliates may from time to time receive consideration from suppliers and/or vendors in respect to sales of goods, products or services to you or in consideration of services rendered or rights licensed to such persons. You agree that we and/or our affiliates are entitled to said profits and/or consideration.

O. Effective Date. We will designate the “Effective Date” of this Agreement in the space provided on the cover page. If no Effective Date is designated on the cover page, the Effective Date is the date when we sign this Agreement.

P. Business Opening Date. The Business Opening Date is _____.

IN WITNESS WHEREOF, the parties have executed this Franchise Agreement on the date first noted above.

Franchise Owners

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Social Indoor Franchising, LLC

By: _____

Name: _____

Title: _____

Date: _____

PERSONAL GUARANTEE AND AGREEMENT TO BE BOUND
PERSONALLY, BY THE TERMS AND CONDITIONS
OF THE FRANCHISE AGREEMENT

In consideration of the execution of this Franchise Agreement by us, and for other good and valuable consideration, the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby become surety and guarantor for the payment of all amounts and the performance of the covenants, terms and conditions in this Franchise Agreement, to be paid, kept and performed by the franchisee, including without limitation the arbitration and other dispute resolution provisions of the Agreement.

Further, the undersigned, individually and jointly, hereby agree to be personally bound by each and every condition and term contained in this Franchise Agreement including, the noncompete restrictions outlined in Section 10.D and the dispute resolution process outlined in Section 13, and agree that this personal Guarantee should be construed as though the undersigned and each of them executed a Franchise Agreement containing the identical terms and conditions of this Franchise Agreement.

The undersigned waives: (1) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (2) protest and notice of default to any party respecting the indebtedness or nonperformance of any obligations hereby guaranteed; and (3) any right he/she may have to require that an action be brought against the franchisee or any other person as a condition of liability.

In addition, the undersigned consents and agrees that: (1) the undersigned's liability will not be contingent or conditioned upon our pursuit of any remedies against the franchisee or any other person; and (2) such liability will not be diminished, relieved or otherwise affected by the franchisee's insolvency, bankruptcy or reorganization, the invalidity, illegality or unenforceability of all or any part of the Agreement, or the amendment or extension of the Agreement with or without notice to the undersigned.

It is further understood and agreed by the undersigned that the provisions, covenants, and conditions of this Guarantee will inure to the benefit of the successors and assigns of us.

PERSONAL GUARANTORS

Individually – insert name here

Individually - insert name here

Address

Address

City State Zip Code

City State Zip Code

Telephone

Telephone

Individually – insert name here

Address

City State Zip Code

Telephone

Individually - insert name here

Address

City State Zip Code

Telephone

Appendix A to the Franchise Agreement

Trademarks and Product Offerings

You have the right to use the following Trademarks in accordance with the attached Franchise Agreement:

Principal Register of the United States Patent and Trademark Office:

Trademark:	SOCIAL INDOOR
Reg. No.:	6081174
Reg. Date:	June 16, 2020



Trademark:	
Reg. No.:	6091949
Reg. Date:	June 30, 2020

The above Trademarks must be used only in the manner that we specify. No deviations will be permitted.

You have the right to offer the following products in accordance with the terms and conditions set forth in the attached Franchise Agreement and our Manuals:

Indoor Print Advertising and Indoor Digital Advertising at the Venues identified in the Manuals limited to your specific territory unless otherwise specified in the franchise agreement. You may NOT sell any National accounts any advertising at this time of this agreement.

Only Social Indoor approved Digital Display Monitors from an approved Social Indoor vendor may be used for a digital solution.

We may amend this Appendix from time to time in order to make available additional Trademarks or product offerings or to delete those Trademarks or product offerings that become unavailable. You agree to use only those Trademarks and offer those products that are then currently authorized for use in your Business.

Remainder of this page is left intentionally blank

Signature page to follow

Franchise Owners

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Social Indoor Franchising, LLC

By: _____

Name: _____

Title: _____

Date: _____

Appendix B to the Franchise Agreement

Designated Territory, Total Franchise Price, and Do Not Call List for National Accounts

As stated in Subparagraph 2.A of the Franchise Agreement, subject to the terms and conditions of the Franchise Agreement, the Designated Territory in which you will conduct your Business shall be defined as follows: _____

The Designated Territory shall be considered fixed as of the date of the Franchise Agreement.

Population of your Designated Territory (current as of the effective date of the Franchise Agreement and 2022/2023 census data): _____. A base franchise license fee in the amount of \$50,000 is assessed and given the overall population, there is an additional fee depending on the size of the territory, for a total franchise fee of _____ due at signing.

Insert Drawing of Designated Territory if needed

Or attach zip code list if necessary.

Do Not Call List

List to be provided within 90 days of execution of this Agreement and may be subject to change in the sole discretion of the Franchisor.

Minimum Venue Requirements

Population Years Venues	0 - 150,000	150,000- 200,000	200,001- 250,000	250,001- 300,000	300,001- 400,000	400,001- 500,000	500,001- 600,000	600,001- 800,000	800,000- 1.2M
	1 18	1 20	1 22	1 24	1 25	1 30	1 35	1 40	1 50
Population Years Venues	0 - 150,000	150,000- 200,000	200,001- 250,000	250,001- 300,000	300,001- 450,000	400,001- 500,000	500,001- 600,000	600,001- 800,000	800,000- 1.2M
	2 25	2 30	2 35	2 35	2 35	2 35	2 40	2 50	2 60
Population Years Venues	0 - 150,000	150,000- 200,000	200,001- 250,000	250,001- 300,000	300,001- 350,000	400,001- 500,000	500,001- 600,000	600,001- 800,000	800,000- 1.2M
	3 35	3 40	3 40	3 50	3 50	3 50	3 60	3 65	3 75

Expected Venue Count Increase as determined by Franchisor after 3 years is ten percent (10%).

Your rights under the Franchise Agreement are conditioned upon your active and continuous development of your Business in your Designated Territory, as further set forth in Subparagraph 2.C. of the Franchise Agreement. The table above identifies your yearly Minimum Venue Count Requirements for the initial term of the Franchise Agreement.

You acknowledge and agree that your failure to meet the Minimum Venue Count Requirements is subject to the default and termination provisions of Paragraph 11.

Franchise Owners

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Social Indoor Franchising, LLC

By: _____

Name: _____

Title: _____

Date: _____

Appendix C to the Franchise Agreement

Revenue Sharing

This Appendix details the obligations and the payment terms associated with Cross Sales, National Account Sales, and Programmatic Sales.

A. Cross Sales

The Originating Franchisee (or Social Indoor corporate) shall retain 50% of the advertising space rental fee, as well as 100% of all ad creation and/or production fees. The Receiving franchisee(s) (or Social Indoor corporate) shall receive 50% of the advertising space rental fee.

B. National Account Sale of Indoor Print Advertising and Indoor Digital Advertising from Social Indoor or its authorized advertising sales consultants placed into your Designated Territory.

Print:

If you accept a National Account Sale and place the advertisement(s) in your Designated Territory in accordance with our requirements and specifications, we will pay you the greater of: (i) 50% of the advertising space rental (ASR) sale, or \$18 per ad if the ad is 17" x 11", or \$36 per ad if the ad is 17" x 22" or 17" x 33".

Digital:

For an Indoor Digital Advertisement through Social Indoor Digital Network

(1) the greater of: 50% of the ASR sale or:

For an indoor digital ad that is placed for less than twenty-eight (28) calendar days with a minimum of 25 Digital Display Monitors,

\$2 per day if ad is 7.5 second indoor digital ad

\$4 per day if ad is 15 second indoor digital ad

An indoor digital ad that is placed for more than 28 days (28.01) days

\$25 per month if ad is 7.5 second indoor digital ad

\$50 per month if ad is 15 second indoor digital ad

Currently, our franchisees cannot sell to National Account Sales defined by your 'Do Not Call list' referenced by Appendix B of the franchise agreement. Any National Account Sales business that comes from us or our authorized advertising sales consultants must be facilitated by Social Indoor, LLC.

C. Programmatic Sale. Upon a Programmatic Sale, Social Indoor retains 66% and receiving franchisee receives 34% of the net dollars received for the sale.

D. Large Venues

Due to the venue acquisition, lease costs, and sales nature of Large Venues, the Cross Sales revenue sharing structure as described in section A of this Appendix C shall not apply. The Receiving franchisee or Social Indoor corporate market where a Large Venue resides shall be allowed to set their own revenue sharing or minimal payment structure terms, pricing (ad space and production, if applicable), client approval, ad approval and posting deadlines, as well as first right of renewal for existing clients at that venue. You as the Originating franchisee shall be subject to the standard 6% Royalty Fee on 100% of the advertising space rental fee. Examples of Large Venues may include amusement parks, arenas, concert halls, convention centers, event centers, fairgrounds, and stadiums.

Other Remaining Arrangements.

We will establish the payment terms on any other remaining arrangements and provide you written notice of the terms prior to the sale.

For example, from time to time, we may offer a “Remnant Space” advertisement in your Designated Territory. A Remnant Space advertisement program is an advertisement at a discounted rate that is sold to a client based on variable terms and conditions. You will not be obligated to participate in such program if offered to you. If you decline a Remnant Space advertisement, we will not place the ad in your Designated Territory and your decision to decline a Remnant Space advertisement will not be a default of the Franchise Agreement. If you accept a Remnant Space advertisement, you must place the ad in accordance with the terms and conditions that accompany that particular Remnant Space advertisement. If you accept a Remnant Space advertisement but fail to place the ad in accordance with the ad’s terms and conditions, such action will constitute a default of your Franchise Agreement, which may be cured within the time provided in the Franchise Agreement, and we will not be obligated to pay you any compensation until such terms and conditions have been satisfied.

E. Disclosure for National Account Sales and Programmatic Sales.

If an advertising agency or advertising sales consultant is involved in the transaction, then the percentages in this Appendix C will be based off of the net sales amount received after the advertising agency has been paid. (Typically, an agency fee is 15% of the ASR.)

Franchise Owners

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Social Indoor Franchising, LLC

By: _____

Name: _____

Title: _____

Date: _____

Appendix D to the Franchise Agreement

AUTOMATIC DEBIT OF AMOUNT DUE TO FRANCHISOR

Social Indoor Franchising, LLC (“Franchisor”) is hereby authorized to charge the below account, owned by the below identified Franchisee by way of Automated Clearing House (“ACH”) debit for the amount due Franchisor by Franchisee pursuant to the terms of the Franchise Agreement signed by and between Franchisor and Franchisee, for the month or week, as applicable, preceding the debit (the “Due Date”). As the amount due Franchisor may vary on each Due Date, Franchisor is authorized to transfer amounts from Franchisee’s Account, which amounts are subject to change, without prior notice to Franchisee.

Franchisee may terminate this authorization by giving notice not less than three (3) days’ notice to Franchisor in writing to Social Indoor Franchising, LLC, 5929 Baker Rd Suite 480, Minnetonka, MN 55345.

Both Franchisor and Franchisee agree to be bound by the operating rules of the National Automated Clearing House Association (“NACHA”).

Franchisee Bank Information

Bank Name	
Bank Address	
Account Name	
ABA Routing Number	
Account Number	

FRANCHISEE

[Insert entity name]

By: _____

Date: _____

[insert name of signatory]

Appendix E

SOFTWARE LICENSE AGREEMENT

This SOFTWARE LICENSE AGREEMENT (this “Agreement”) is entered into effective as of the _____ (the “Effective Date”), by and between Social Indoor Franchising, LLC (the “Franchisor” or “we”), a Minnesota limited liability company, and _____ a(n) _____ (the “Franchisee” or “you”).

RECITALS

You and we are parties to a Franchise Agreement entered into on or before the date of this Agreement (the “Franchise Agreement”) pursuant to which you operate or will operate your Business.

We have developed computer software which operates a business management system used in connection with the operation of your Business, and which is provided to you in object code only and includes all documentation, user manuals, and other related materials, whether in machine-readable or printed form, as well as all error corrections enhancements, modifications and updates (the “Software”).

You desire to obtain and pay monthly for a license to use the Software in connection with the operation of your Business. The monthly cost is currently \$400 per month.

1. Definitions.

Terms not otherwise defined in this Agreement shall have the meaning given to them in the Franchise Agreement.

2. Grant of License.

We hereby grant to you a non-exclusive and non-transferable license to use one copy of the Software at each Business Location, subject to the terms and conditions of this Agreement. You are strictly prohibited from using the Software (a) at any location other than the Business location, (b) for any purpose other than supporting the operation of your Business, or (c) after the expiration or termination of this Agreement.

3. Hardware and Third-Party Software.

Prior to or concurrently with delivery of the Software, you will acquire, at your sole expense, the compatible computer hardware and peripheral equipment, operating system software, database software, and other computer hardware and software required by us to support the operation of the Software. You are also responsible to acquire and maintain, at your sole expense, all other hardware or third-party software required by us during the term of this Agreement for the support of the Software or the operation of your Business. You acknowledge that future upgrades in hardware and third-party software may be required to operate the Software which may result in additional costs or fees payable by you.

4. Maintenance and Support Services.

We will provide maintenance and support services for the Software in accordance with our Support Policy as the same may exist from time to time. We reserve the right to change the Support Policy at any time, in our sole discretion. You will be provided with written notice of any material change in the Support Policy prior to any such change taking effect.

5. Reproduction and Modification of Software.

You may reproduce the Software for use at the Business Location only as necessary for back-up, archival, maintenance or disaster relief purposes in connection with the operation of your Business. You will not have more than three back-up copies of the Software in your possession at any one time. All copies of the Software, or any portions thereof, will contain all of our restrictive and proprietary notices as they appear on the copy of the Software provided by us. You may not duplicate, in whole or in part, any manuals or other documentation relating to the Software without our prior written consent, nor modify, change or add to the Software except with our prior written consent.

6. Ownership.

We retain all title and ownership to the Software, including all patents, copyrights, trade secrets and other intellectual property rights in the Software.

7. Confidential Information.

You agree that the Software is confidential and proprietary information to us and that its unauthorized disclosure will cause us irreparable harm. You agree not to disclose the Software or make the Software available to anyone other than your employees or contractors without prior written consent. You will exercise reasonable care to protect the Software from unauthorized disclosure and will take reasonable steps to ensure that your employees and contractors do not disclose it in violation of this Agreement. You will be liable to us for damages if you are negligent in failing to protect the Software in accordance with this Agreement. **YOU HAVE NO RIGHT TO AND WILL NOT DISASSEMBLE, DECOMPILE, OR REVERSE ENGINEER THE SOFTWARE UNDER ANY CIRCUMSTANCES.**

8. Access to Software and Information.

We will at all times have the right to access the Software by modem, print-out of data or other means, for purposes of obtaining financial, sales, customer, listing, business, supplier and all other data and information contained, resident or otherwise available in your Computer System, for purposes of verifying your compliance with the terms of this Agreement and/or the Franchise Agreement, and for such other purposes as we may determine in our sole discretion. We have the right to retain and use any information obtained by accessing the Software for any purposes deemed appropriate by us in our sole discretion.

9. Limited Warranty.

We warrant that the Software supplied to you will be free from defects in material and/or workmanship for the term of your agreement. Our sole obligation to you and your exclusive remedy in the event of a default will be to replace the defective copy of the Software provided to you. **WE EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, GUARANTEES OR REMEDIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR PERFORMANCE.** We do not warrant that the Software will meet your requirements, operate without interruption, or be error free.

10. Limitation of Liability.

UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR DAMAGES FOR LOSS OF DATA, REPROCUREMENT COSTS, LOST REVENUE OR PROFITS, INTERRUPTION OF YOUR

BUSINESS OPERATIONS, OR FOR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF THEY WERE FORESEEABLE OR IF YOU INFORMED US OF SUCH POTENTIAL DAMAGES. Our total liability to you for damages under this Agreement will in no event exceed \$100.

11. Indemnification.

We will defend you against any claims or actions alleging that the Software infringes on any United States patent or copyright, provided that you give us prompt written notice of any claim and cooperate fully with us in such defense. We will have the sole authority to control the case and any related settlement negotiations, and will pay all costs, damages and attorney's fees awarded by any Court of competent jurisdiction as a result of such claim. If, in our opinion, the Software or any component of the Software is likely to become the subject of a claim, we will have the right, at our sole option and expense, to either secure the right to continue using the Software or replace or modify the Software so that it becomes non-infringing without materially affecting your ability to use it. If neither of these alternatives is available on terms which we deem to be reasonable, then you will return the Software to us upon our request, and we will have no further obligations to you with regard to the Software. We are not obligated to you under this section for any claim which arises as a result of or relates to (a) your modification of the Software; (b) our compliance with your specifications or instructions in connection with providing maintenance or support services; (c) the combination, interfacing or interconnection of the Software with any other product, device or system that we do not supply or designate; or (d) any claims of infringement relating to any computer software other than the Software, including any claims relating to any operating system used to support the operation of the Software.

12. Assignment.

You may not sell, assign or transfer this Agreement or the Software unless (a) the assignment is made in connection with the sale, assignment or transfer of your Business pursuant to and in accordance with the terms and conditions of the Franchise Agreement, and (b) the assignment has been approved by us in writing. If we give you authorization to transfer this Agreement and the Software license granted hereunder, the assignee must agree to accept the terms and conditions of this Agreement or sign our then-current License Agreement, at our option, and you must destroy any copy of the Software that you do not transfer. We have the right to sell, assign, or transfer this Agreement under this Agreement to any related or affiliated company, to a successor in interest, and/or to any other transferee without your approval or consent. We will give you written notice of any sale, assignment or transfer of this Agreement or any rights under this Agreement within 60 days after the closing date of the transaction.

13. Default.

The following occurrences will constitute an "Event of Default" under this Agreement:

- (a) You breach or are in default of any other provision of this Agreement and such breach or default is not corrected within 30 days after we give you written notice of the breach or default; or
- (b) You are in default of any of your obligations under the Franchise Agreement and fail to correct such default in accordance with the terms and conditions of the Franchise Agreement.

14. Remedies Upon Default.

Upon the occurrence of any Event of Default, we will have the right to exercise any or all of the following rights and remedies:

- (a) Terminate this Agreement;
- (b) Declare all amounts owed to us pursuant to this Agreement to be immediately due and payable;
- (c) Require that you cease use of the Software and immediately return the Software to us;
- (d) Cease performance of all of our obligations under this Agreement without liability to you; and/or
- (e) Use computer hardware and/or computer software to render the Software unusable to you.

15. Termination.

In addition to any other termination rights of a party under any provision of this Agreement, this Agreement shall automatically terminate upon termination or expiration of the Franchise Agreement for any reason. Upon termination, you will immediately cease use of the Software and destroy or return to us all copies of the Software in your possession or control.

16. Sole Agreement; Modification.

This Agreement is the sole agreement between us relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations, or communications, oral or written, of either party. This Agreement may be amended only by a writing executed by the party against whom enforcement is sought.

17. Governing Law.

This Agreement will be interpreted in accordance with the substantive laws of the state in which your Business is located.

18. Costs and Attorneys' Fees.

You will indemnify us for all costs that we incur in any lawsuit or proceeding to enforce this Agreement including, without limitation, actual attorneys' fees, expert witness fees, investigation costs, court costs, litigation expenses, travel and living expenses, and all other costs incurred by us.

19. Severability.

All provisions of this Agreement are severable, and this Agreement will be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein and partially valid and enforceable provisions will be enforced to the extent valid and enforceable. If any applicable law or rule of any jurisdiction requires a greater prior notice of the termination of this Agreement than is required or the taking of some other action not required, or if under any applicable law or rule of any jurisdiction, any provision of this Agreement is invalid or unenforceable, the prior notice or other action required by such law or rule will be substituted for the notice requirements hereof, or such invalid or unenforceable provision will be modified to the extent required to be valid and enforceable. Such modifications to this Agreement will be effective only in such jurisdiction and will be enforced as originally made and entered into in all other jurisdictions.

20. Waiver; Consent.

Either party may, by written instrument signed by both parties, waive any obligation of or restriction upon the other under this Agreement. Acceptance by us of any payment from you and the failure, refusal or neglect of us to exercise any right under this Agreement or to insist upon full compliance by you of your obligations will not constitute a waiver by us of any provision of this Agreement and will not be construed to prohibit us from enforcing any provision at a later time. Whenever this Agreement requires our prior written consent, such consent may be withheld by us for any reason whatever, in our sole discretion.

21. No Rights of Offset.

You will not, on grounds of the alleged non-performance by us of any of our obligations or for any other reason, withhold payments due to us pursuant to this Agreement, the Franchise Agreement, or pursuant to any other contract, agreement, or obligation between us. You will not have the right to “offset” any liquidated or unliquidated amounts, damages, or other funds allegedly due to you by us against any payments due to us under this Agreement.

22. Rights Cumulative.

Our rights under this Agreement are cumulative and no exercise or enforcement by us of any right or remedy will preclude the exercise or enforcement by us of any other right or remedy which we are entitled by law to enforce.

23. Jurisdiction; Venue.

All litigation, court hearings, arbitration or other proceedings initiated by either of us against the other will be initiated, venued and maintained in strict accordance with the corresponding applicable provisions of the Franchise Agreement (and any applicable State Addendum to the Franchise Agreement).

24. Binding Agreement.

This Agreement is binding upon the parties hereto and our respective executors, administrators, heirs, assigns and successors in interest.

25. Headings.

The headings used in this Agreement are for convenience only and do not in any way define, limit or construe the contents hereof.

26. Notices.

All notices required or permitted to be given under this Agreement will be given in accordance with and subject to the corresponding applicable terms and conditions of the Franchise Agreement.

27. Counterparts.

This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year first above written.

Franchise Owners

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Social Indoor Franchising, LLC

By: _____

Name: _____

Title: _____

Date: _____

Appendix F

DIGITAL ADVERTISING MONITOR LICENSE AGREEMENT

THIS AGREEMENT made _____ by and between Social Indoor Franchising, LLC, A Minnesota Limited Liability Company (“SI”), and _____, a _____ corporation (“Company”).

1. **License.** SI for and in consideration of the rent herein does hereby grant to Company a non-exclusive license to use digital advertising indoor advertising on digital monitors (the “Monitors”) to be located at the venues in their approved territory. Company agrees to execute a lease with the Venue. Company shall be responsible for securing the Venues and installing the Monitors using a licensed electrician. The monitors shall remain the property of SI and SI shall pay the cost of delivering the Monitors to Company.
2. **Term.** The term of this Agreement shall be for the term of the franchise agreement or any renewal of Companies franchise agreement as long as the Company is not in default, or their franchise agreement terminated.
3. **Installation.** Company agrees to contract with local licensed electrician to perform installation of monitors in accordance with SI installation requirements and guides and to local and state codes as required. Company will be reimbursed up to \$250 per monitor as long as proper documentation is presented to SI and payments will be made by SI to Company within 15 days of receipt of documentation. Number of reimbursed monitors is 36 per market as long as all conditions are met.
4. **Fee.** Company agrees to pay to SI the Fee via the automatic clearing house (“ACH”) method or, if requested by SI, at such address as SI may, from time to time, designate in writing. The Fee shall be paid without deduction or setoff for any reason. The Fee be deemed to be a monthly payment of: \$35.00 for per monitor if less than (36) monitors or \$25.00 if ACH is signed, Franchisee is in good standing and has a minimum of (36) or more monitors. The Fee shall be waived for the initial two (2) months of the Term. “Month” shall be defined as a period of time from the first day of the month to the last day of the month and there shall be proration for partial months.

Finally, SI reserves the right to charge additional fees related to special postings, including without limitation, rush postings if SI is the deployment method of such ads.

Company agrees to take such action and execute such documents as SI shall deem necessary or desirable to cause the timely automatic direct transfer from Company’s bank account of funds necessary to make all of the payments required under the terms of this Agreement (“ACH”).

If the ACH Fee fails or is not received by SI on or before the fifth (15th) day of the applicable calendar month, SI shall provide Company with written notice of such failure. If Company fails to pay SI the amount due within ten (10) days of Company’s receipt of SI’s written notice and update the ACH account, if necessary, Company agrees to pay SI an additional sum equal to ten percent (10%) of the total amount overdue. Said charge is intended to defray SI’s interest and administrative expenses, and Company acknowledges that such charge represents a fair and reasonable estimate of such expenses and shall be due and payable for each full or partial calendar month that any Fee remains unpaid.

5. **Use.** The Monitors shall be used exclusively for digital indoor advertising. In no event shall the Monitors be used for illicit advertising as determined in the Company’s sole discretion.

Company shall, at its expense, comply with all rules and regulations imposed by SI and all laws, governmental orders, regulations, rules, local ordinances regarding the use of the Monitors. Upon receipt of any notice of noncompliance, Company shall promptly notify SI in writing.

6. **Taxes.** Company shall pay all taxes related to its Use of the Monitors, including, without limitation, any local state and federal fees, sales tax, or tax on the personal property as necessary.
7. **Insurance.** Company shall, at its sole cost and expense, keep all Monitors insured for the benefit of SI, in an amount equivalent to the full replacement value thereof (a) against loss or damage by fire and (b) against such other risk, of a similar or dissimilar nature, as are or shall be customarily covered with respect to similar equipment. Company acknowledges that SI is not providing public liability insurance Company's use of the Monitors at the Venue(s) and is not providing safekeeping or security measures and is not in any way responsible or liable for the safety or protection of Company's personal property located in or upon the Venue(s).

The Company shall, at the Company's sole cost and expense, but for the mutual benefits of the SI and Company, maintain (a) general public liability insurance against any and all property damage occurring upon, in or about the Venue(s) and on, in or about the adjoining lands, streets and passageways, such insurance to afford protection to the limit of not less than \$1,000,000 with respect to the injury or death to a single person, and to a limit of not less than \$2,000,000 in respect to any once accident, and to a limit of not less than \$1,000,000 in respect to any property damage exclusive of the Monitors.

Company hereby agrees to indemnify and hold SI harmless and releases SI from and against any and all claims, actions, suits, judgments, decrees, orders, liability and expense in connection with loss of life, bodily injury and/or damage to property arising from or out of any occurrence in any Venue occasioned by any act or omission of any employee or contractor working in or adjacent to the Venue, unless the same be caused wholly or in part by the willful or negligent act or omission of SI, its agents or employees. In the event that a monitor cannot be retrieved by the Company or has been discarded, the Company shall pay to SI a one-time fee of \$500 if the monitor had been in service for twelve (12) months or less or \$250 if the monitor has been in service twelve (12) to twenty-four (24) months.

8. **Maintenance.** Save and except as is otherwise expressly provided herein, SI covenants throughout the Term hereof and any renewal terms, at SI's cost and expense, to repair or replace any components that have failed, including providing a new monitor to Company if necessary. Company will be responsible for local labor needed for any repair or replacement. Company will keep the Monitors in good condition with general cleaning as necessary. SI shall have the right to charge the Company for any maintenance or replacement of the Monitors resulting from the negligence of Company. Notwithstanding anything to the contrary contained herein, the Company is responsible for all costs incurred for electricians or other trades necessary to remove or repair the Monitors.
9. **Default of Company.** If, during the term of this Agreement or any renewal term, (a) the Company shall make an assignment for the benefit of creditors, or (b) a voluntary petition be filed by the Company in bankruptcy, or the Company be adjudged bankrupt pursuant to an involuntary petition, or (c) a receiver be appointed for the property of the Company by reason of insolvency, or (d) any department of state or federal government shall take possession of the business or property of the Company by reason of insolvency of the Company, the occurrence of any such contingency shall be deemed a breach of this Agreement and this Agreement shall, ipso facto, upon the happening of any of the said contingencies, be terminated and the same shall expire as fully and completely as if the

day of the happening of such contingency were the date herein specifically fixed for the expiration of the term of this Agreement. SI shall have the right to remove the monitors, but Company shall remain liable as hereinafter provided.

If the Company shall default in the payment of the Fee as expressly provided for herein, or any part thereof, and such default shall continue for 15 days, or if this Agreement shall expire, then SI may immediately or at any time thereafter enter the Venue(s) and remove all Monitors at the expense of the Company.

10. **Assignment.** The Company shall not assign this Agreement, either in whole or in part, without first obtaining, in each and every instance, the SI's prior consent thereto in writing.
11. **Notices.** All notices, demands, and request which may or are required to be given by either party to the other party shall be in writing. All notices and requests shall be sent by reputable overnight courier providing proof of delivery or by United States certified mail, postage paid, return receipt requested, addressed to the relevant party at the address set forth below the respective signatures hereon, or at such other place as the parties may from time to time designate in a written notice to the other.

Miscellaneous

1. The covenants and agreements herein contained shall bind and inure to the benefit of the SI, its successors and assigns, and to the Company and its permitted successors and assigns.
2. If any term or provision of this Agreement shall be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision shall be valid and be enforced to the fullest extent permitted by law. This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.
3. This Agreement may be signed in counterparts, and all counterpart signature pages when taken together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile signature for execution on the part of one or more parties hereto and upon one party sending via facsimile to another party a facsimile copy of a signature page showing the sending party's execution or signature, the sending party shall be bound by such signature or execution.
4. SI agrees to provide free random local and national content as it determines in its sole and absolute discretion and agrees to provide digital advertising creation services for the Company, if requested, at current published rates. Company can have creative produced for them by an SI approved supplier. Additionally, SI shall have the right to place non-revenue producing advertisements in the Monitors provided there advertising slots available in the Monitors. If Company notifies SI that they have a revenue producing advertisement for the slot used by SI, SI shall remove the non-revenue producing advertisement and replace it with the Company's revenue producing advertisement.
5. Notwithstanding the request by the Company, SI reserves the sole right to determine the number of monitors provided to Company. In the event the Company is required to return unused monitors or SI re-possesses any Monitors, Company is responsible for all shipping cost plus a reasonable per monitor charge as determined by SI. SI may require Company to remove Monitors from any Venue, if it determines, in its sole discretion, that frequent and excessive damage to the Monitors have occurred from patrons of the Venue, the Venue has not provided a safe and secure environment for the Monitors, or the Venue has become unmarketable for advertising space rental sales".

6. SI ships monitors in skids of 36 monitors (full order) at one time. SI will pay for basic OTR shipping to Company designated address for a full order based on loading dock to loading dock pricing. Any additional charges (i.e., residential delivery, lift gate delivery) will be the responsibility of the franchisee. Anything less than that can be ordered by the Company, but Company would be responsible for all of the shipping costs for monitors and any components.
7. In the event that a venue closes, monitor fees continue until they can be retrieved by the company. Upon retrieval, monitor fees will cease for 60 days and new installation per monitor will be reimbursed at zero dollars, unless the monitors have been in service for longer than 48 months. Additional components for any reinstalls are the responsibility of the Company and not supplied by Social Indoor.

UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR DAMAGES FOR LOSSES OF ANY KIND, LOST REVENUE OR PROFITS, INTERRUPTION OF YOUR BUSINESS OPERATIONS, OR FOR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF THEY WERE FORESEEABLE OR IF YOU INFORMED US OF SUCH POTENTIAL DAMAGES. Our total liability to you for damages under this Agreement will in no event exceed \$100.

IN WITNESS WHEREOF, the parties hereto have set their hands the date and year first above written.

Franchise Owners

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Social Indoor Franchising, LLC

By: _____

Name: _____

Title: _____

Date: _____

Appendix G

SI BOX LEASE AND LICENSE AGREEMENT

THIS SI BOX LEASE AND LICENSE AGREEMENT (“**Agreement**”) is entered into effective as of _____, 2021 (the “**Effective Date**”) by and between SOCIAL INDOOR FRANCHISING, LLC, a Minnesota limited liability company (“**SI**”) and _____ (“**Company**”).

RECITALS

1. SI has developed certain Hardware (as defined below) and Licensed Software (as defined below) capable of managing content on electronic device screens (collectively the “**SI Box**”).
2. SI wishes to license to Company, and Company wishes to license from SI, one or more SI Boxes pursuant to the terms and conditions contained in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the receipt and sufficiency of which are agreed to by SI and Company, SI and Company agree as follows:

1. **Definitions.** As used in this Agreement, the following terms have the following meanings:

- a. “**Hardware**” means the tangible hardware provided by SI pursuant to this Agreement which is required to run the Licensed Software, including without limitation all parts, components, cables, peripherals, tools, and spare parts, required to run the Licensed Software.

- b. “**Intellectual Property Rights**” means patents, trademarks, tradenames, service marks, mask works, copyrights, and applications for any of the foregoing, know-how, Confidential Information (as defined below), trade secrets, and any other similar rights throughout the world.

- c. “**Licensed Software**” means SI’s software which is a program that facilitates content management on electronic device screens, including television screens and other monitors, including all object code, source code, and all updates and upgrades thereto, which has been downloaded to the Hardware.

2. **License.**

- a. **Grant of License.** SI agrees to lease the Hardware identified on the attached ***Schedule 1***, and grants to Company a limited, non-exclusive, non-transferable license to use the Licensed Software subject to the terms and conditions of this Agreement, and only for the express purpose of managing content on electronic device screens in connection with the Company’s rights pursuant to that certain franchise agreement by and between Company and SI dated effective as of _____ (the “**Franchise Agreement**”), and for no other purpose. To utilize an SI Box, it must be connected to a unit capable of playing or displaying programmatic advertising from outside sales sources for which Company is compensated based on the terms of the Franchise Agreement.

b. **Restrictions.** SI reserves all rights not expressly granted to Company under this Agreement. Company will not (a) decompile, disassemble, or otherwise reverse engineer all or any portion of the SI Box, or attempt to discover any source code or underlying ideas of algorithms which are a part of the SI Box; (b) remove any product identification, copyright or other notices printed on or otherwise embedded within the SI Box; (c) modify or create a derivative work of all or any part of the SI Box; (d) remove or export any Licensed Software from the SI Box; (e) relicense, sublicense, provide, lease, or lend all or any portion of the SI Box to any third party; (f) copy all or any portion of the SI Box; (g) install any SI Box in a restroom environment without the prior written consent of SI; or (h) use the SI Box for any purpose other than content management for on-screen advertising within a Venue, as that term is defined in the Franchise Agreement.

c. **Ownership.** SI retains all right, title and interest in and to the SI Box, including the Hardware and Licensed Software, and any and all Intellectual Property Rights deriving from SI's development and ownership of the SI Box, including all modifications, derivative works, and improvements, subject only to the limited rights granted to Company pursuant to this Agreement.

3. **Delivery; Installation; Maintenance.**

a. **Delivery.** SI will deliver the SI Box(es) to Company and shall pay all expenses associated with the manufacture and delivery of SI Boxes.

b. **Installation.** Company is solely responsible for all costs incurred by installing or removing the SI Boxes at or from any Venue.

c. **Maintenance.** Company will keep the SI Boxes in good condition with general cleaning as necessary. If, at any time while this Agreement is in effect, an SI Box leased to Company pursuant to this Agreement is or becomes defective through no fault of the Company, SI will, in its sole discretion, replace or repair the defect.

d. **Return of Box.** Within seven (7) days of the termination of this Agreement, Company must, at Company's expense, return all SI Boxes in its possession to SI at SI's principal place of business, or such other address as provided to Company by SI in writing. Company will pay SI a fee of One Hundred Twenty-Five and 00/100 Dollars (\$125.00) for each lost, missing, or damaged SI Box (provided such damage was caused by the acts or omissions of Company).

e. **Term.** This Agreement will commence on the Effective Date and continue for the length of the Franchise Agreement, including any renewals of the Franchise Agreement, provided Company is not in default under this Agreement or the Franchise Agreement (the "**Term**").

4. **Fees and Payment.**

a. **Fees.** During the Term of this Agreement, Company will pay SI Eighteen and 00/100 Dollars (\$18.00) per month, per SI Boxed leased and licensed to Company pursuant to this Agreement. All fees due SI will be paid in advance, on or before the first (1st) day of each month during the Term of this Agreement, and must be paid via

direct transfer from Company's bank account to an account designated by SI (via "ACH").

b. **Late Fee.** If any ACH payment fails or is not received by SI on or before the fifth (5th) day of any month during the Term of this Agreement, SI will promptly notify Company via email at the email address on file with SI. If Company fails to pay SI the amounts due within ten (10) days of Company's receipt of such notice, Company will pay SI a late fee equal to ten percent (10%) of the past-due amount.

5. **Confidentiality.** The parties agree that (a) the Licensed Software and any documentation provided therewith, pricing, discounts and other terms offered to Company, including, without limitation, the material terms of this Agreement, any functional limitations of, or errors in, the Licensed Software, are the confidential property of SI, and (b) any other confidential business, technical, financial or other information disclosed by one party to the other pursuant to this Agreement is the confidential information of the disclosing party (collectively, "**Confidential Information**"). SI and Company each agree to hold in confidence and shall not use or disclose to any third party any Confidential Information of the other party. The restrictions of this Section 6 will survive termination of this Agreement.

6. **Taxes.** Company will be responsible and will timely pay all local, state, and federal taxes and/or fees incurred by Company relate to its use of the SI Box(es), including without limitation applicable sales and use tax, any ad valorem tax, income tax, or tax on personal property.

7. **Insurance.** Company will, at its sole cost and expense, keep of SI Boxes insured for the benefit of SI in an amount equivalent to the full replacement value of the SI Boxes against loss or damage by fire and such other risks which are customarily covered with respect to similar equipment. Company will comply with all other insurance requirements contained in the Franchise Agreement, including any attachments or addenda thereto, including maintaining general liability insurance in such amounts as provided for in the Franchise Agreement, including all addenda thereto.

8. **Indemnification.** Company will indemnify, defend, and hold SI harmless from and against any and all claims, actions, suits, judgments, decrees, orders, liability, and expenses (including reasonable attorneys' fees) arising from or out of any occurrence at any Venue (as defined in the Franchise Agreement) which is caused, directly or indirectly, by any act or omission of the Company, including its owners, managers, directors, governors, officers, employees, or agents.

9. **Disclaimer.** SI MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY, USAGE OF TRADE, OR FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SI WILL NOT BE LIABLE TO COMPANY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS.

10. **Miscellaneous.**

a. **Entire Agreement.** This Agreement is the complete and exclusive statement of the Agreement between SI and Company as it relates to the SI Boxes

and the lease and license granted pursuant to this Agreement, and supersedes all prior and contemporaneous agreements, negotiations, representations and proposals, written or oral.

b. **Relationship of Parties.** SI and Company expressly understand and agree that each party is an independent contractor in the performance of each and every part of this Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith. Neither party, nor its respective agents or employees, are the representatives of the other party for any purpose and neither party has the power or authority as agent, employee or any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other party for any purpose whatsoever.

c. **Modification; Waiver.** Except as otherwise expressly provided in this Agreement, any provision of this Agreement may be amended and the observance of any provision of this Agreement may be waived (either generally or any particular instance and either retroactively or prospectively) only with the written consent of the party against whom such modification or waiver will be enforced.

d. **Force Majeure.** Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement if the delay or failure is due to unforeseen events, which occur after the signing of this Agreement and which are beyond the reasonable control of the parties including but not limited to strikes, blockade, war, revolutions or riots, natural disasters, refusal of license by the government or other governmental agencies, or other stipulations or restrictions by the authorities, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable costs.

e. **Assignment.** Company may not assign this Agreement, in whole or in part, without the prior written consent of SI.

f. **Notices.** All notice, demands and requests which may or are required to be given by either party to the other must be in writing, and sent via email. Company has provided SI with an email address which is regularly checked and consents to receive notices under this Agreement via email. Company may update its email address by delivering written notice to SI of a new or additional email address to which notices may be sent.

g. **Attorneys' Fees.** If a legal action or other proceeding is commenced in connection with the enforcement of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees incurred, and costs and disbursements incurred, in connection with such action or proceeding, as determined by the court or arbitrator.

h. **Binding Effect.** This Agreement is binding on Company and SI, including their successors or assignees. If any term or provision of the Agreement is held to be illegal the validity of the remaining sections or terms will not be affected.

i. **Counterparts.** This Agreement may be signed in counterparts, and all counterpart signature pages when taken together constitute one and the same instrument. This Agreement may be executed and delivered by facsimile signature for

execution on the part of one or more parties hereto and upon one party sending via facsimile to another party a facsimile copy of a signature page showing the sending party's execution or signature, the sending party is bound by such signature or execution.

j. **Severability; Governing Law.** If any term or provision of this Agreement is held invalid or unenforceable, the remaining terms and provisions of this Agreement will not be affected, and each other term and provision shall be valid and be enforced to the fullest extent permitted by law. This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota without regard to principals of conflicts of law.

IN WITNESS WHEREOF, SI and Company have executed this SI Box Lease and License Agreement as of the Effective Date.

SOCIAL INDOOR FRANCHISING, LLC
a Minnesota limited liability company

X

By: Tony Jacobson

Title: CEO

_____(COMPANY)

X

By:

Title:

Appendix H

TANDEM MARKET SERVICES ADDENDUM

THIS TANDEM MARKET SERVICES ADDENDUM (this “Addendum”), by and between Social Indoor Franchising, LLC, or an affiliate thereof (hereinafter referred to, collectively, as “Franchisor”), and [] (the “Franchisee”) is entered into effective as of _____, _____ (the “Effective Date”). Franchisor and Franchisee are sometimes individually referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, Franchisor operates a franchise system which consists of the operation of a Social Indoor business using Franchisor’s distinctive and proprietary products and services under our Trademarks and utilizing certain distinctive types of supplies, services, sales techniques and procedures, and marketing programs, all of which we may modify and change from time to time (the “Franchised Businesses”);

WHEREAS, in certain qualifying markets where the Franchisor has a corporate presence, the Franchisor and its affiliates offer certain operational services in support of the conduct of the Franchised Businesses, as described below in Section 1 (“Tandem Market Services”); and

WHEREAS, the Franchisee has chosen to avail itself of the Tandem Market Services, by its execution of this Addendum, and in doing so, desires to evidence its understanding regarding the provision of certain services, the modification of certain of Franchisee’s duties and obligations under the Franchise Agreement, and the amendment, modification, and addition of certain fees set forth in the Franchise Agreement, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

SECTION 1. TANDEM MARKET SERVICES TO BE PROVIDED BY FRANCHISOR

Franchisor agrees to provide certain operational services to the Franchisee, in exchange for the fees set forth in Section 3. The “Tandem Market Services” shall include:

a) Installation of a minimum of ninety (90) Display Boards throughout the Franchisee’s Territory within the first 300 days of the Term. Should the number of Display Boards drop below the minimum number of 90 for whatever reason, Franchisor agrees to lease and install additional Display Boards to reach the minimum number of 90 within 60 days upon notice of the number dropping below the minimum number. Additionally, Franchisor agrees to install up to 90 print frames.

A. In providing this service, Franchisor is hereby granted the authority and control to assign or contract with a third-party to conduct the installation and is given full authority regarding the placement of Display Boards.

B. Installation of Display Boards in excess of ninety (90) monitors shall be at Franchisee’s own election and expense, and shall not be a Tandem Market Service, unless otherwise approved and agreed to by Franchisor in writing. If the Franchisee elects to

lease and install additional monitors in excess of 90r, those additional monitors installed shall not become part of the Franchisor's guaranteed minimum number of monitors. If the Franchisee elects to lease and install more than 90 print frames, Franchisee shall purchase such additional frames at their own expense and Franchisor will be responsible for installation and maintenance.

C. Section 6C of the Franchise Agreement is hereby modified to reflect the terms of this Section 1(a)(A)-(B).

b). Administrative support with Franchisee's use of the Franchisor's required software, SIMON, or its replacement if Franchisor so chooses, as set forth in Section 8(D) of the Franchise Agreement.

c). Creative design services.

d) Management of the customer/client relationship at each venue where the Franchisor-installed Display Boards are present.

e) Field technician support for each of the Franchisor-installed Display Boards, as set forth in Section 8(E) of the Franchise Agreement.

f) Offsetting of Corporate Operational Support and SI Technology Fee, Monitor Management Fee, and Venue Rent via Cross Sales, National Account Sales, and Programmatic Sales.

A. The Corporate Operational Support and SI Technology Fee, Monitor Management Fee, and Venue Rent shall accrue, interest-free, per the terms as outlined in Section 8(D) and Section 8(E) of the Franchise Agreement but shall be offset by and only by Cross Sales, National Account Sales, and Programmatic Sales sold into the Franchisee by the Franchisor.

B. The Franchisee's portion of Revenue Sharing for Cross Sales, National Account Sales, and Programmatic Sales, as detailed in Appendix C of the Franchise Agreement, shall be retained by Franchisor and applied to any and all accrued Corporate Operational Support and SI Technology Fee, Monitor Management Fees, and Venue Rent until all fees have been met (the "Threshold"). Once sales exceed the Threshold, Revenue Sharing shall be paid to the Franchisee for the sum exceeding the Threshold. If sales do not meet the Threshold, the Franchisor will maintain such deficiency balance until sales reach the Threshold or in the event of a sale or transfer of the Franchised Business.

C. In the event of a sale or transfer of the Franchised Business with the Franchisee having a deficiency balance, Franchisor agrees to absolve Franchisee from owing any Corporate Operational Support and SI Technology Fee, Monitor Management Fees, and Venue Rent greater than 90 days prior to the effective sale or transfer date. Any fees owed by Franchisee within 90 days of the effective sale or transfer date shall be either paid by Franchisee either on or before the effective sale or transfer date, or by the purchaser or transferee of the Franchised Business on the effective sale or transfer date.

D. Sections 8 (D), (E), and (J) of the Franchise Agreement are hereby modified to reflect the terms of Section 1(f)(A)-(C).

SECTION 2. PERFORMANCE OF SERVICES

Any data, information, reports, materials, equipment or general directions or instructions reasonably necessary for Franchisor to perform the Tandem Market Services hereunder shall be submitted or communicated to Franchisor in a timely manner. The failure of Franchisee to provide Franchisor with such information shall be grounds for non-performance on the part of Franchisor.

SECTION 3. COMPENSATION FOR SERVICES

In consideration for the Tandem Market Services to be performed by the Franchisor, the Franchisee agrees to pay Franchisor a one-time, non-refundable, lump sum of \$_____ [\$75,000 to \$500,000] upon execution of the Franchise Agreement.

SECTION 4. TERM AND TERMINATION

This Tandem Market Services shall commence after Franchisee successfully completes its training and insurance requirements, and its Business is open and operational, and shall continue throughout the Term of the Franchise Agreement. Section 14(C) of the Franchise Agreement shall be amended to state that an additional condition to transfer the Franchise Agreement is that both the Franchise Agreement and this Tandem Market Services Addendum must be assigned collectively, and may not be severed.

SECTION 5. MISCELLANEOUS

5.1 Independent Contractor. The services to be performed by Franchisor under this Addendum shall be performed as an independent contractor. Franchisee shall be responsible for the payment of all sales, excise and use taxes arising out of Franchisor's activities under this Addendum, but not any taxes based on Franchisor's net income.

5.2 Governing Law. This Addendum shall be governed by, and construed, enforced and performed in accordance with, the laws of the State of Minnesota, without regard to its conflicts of law principles.

5.3 Force Majeure. Neither Party shall have any obligation to perform any specific service or obligation hereunder (with the exception of payment obligations) if such Party's failure is due to or results from any act of God, governmental action, natural disaster, strike, failure of essential equipment, or any other cause or circumstance beyond the reasonable control of the Party.

5.4 Severability. In the event any portion of this Addendum, or the application thereof to any person or circumstance, shall be determined to be invalid or unenforceable, that portion or application of this Addendum will be null and void, and the remainder of this Addendum will continue to be valid and enforceable to the fullest extent permitted by applicable law.

5.5 Waiver. Forbearance or indulgence of any Party in any regard whatsoever in this Addendum shall not constitute a waiver or change of the covenant or condition to be performed by the other Party. No waiver or consent by any Party of any term or breach

hereunder by the other Party shall operate as a waiver or consent of any other term or breach, whether of a like or different nature.

5.6 Entire Agreement; Amendments. The headings used herein are for reference purposes only. The Franchise Agreement and this Addendum constitutes the entire agreement between the Parties relating to the subject matter hereof and no other prior or contemporaneous agreements or representations (whether oral or written) have been made concerning the subject matter. The terms of this Addendum are fully integrated into the Franchise Agreement and may not be severed. The Parties shall deliver any documents reasonably required to be delivered in this Addendum concurrent with the execution of this Addendum. No modification of this Addendum shall be enforceable, unless in writing and executed by each Party.

5.7 Counterparts. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

5.8 No Third-Party Beneficiaries. Nothing in this Addendum, expressed or implied, shall give or be construed to give any person or entity, other than the Parties and their permitted successors and assigns, any legal or equitable right, remedy or claim under or in respect to this Addendum or under any covenant, condition or provision contained herein; and all such covenants, conditions and provisions shall be for the sole benefit of the Parties and their permitted successors and assigns.

5.9 Performance Through Subcontractors. The Parties acknowledge that Franchisor, in its sole discretion, shall have the right to perform any one or more, or all, of the Tandem Market Services hereunder through an affiliate, third-party, subcontractor or subcontractors at any time and from time-to-time during the term of this Addendum, in which event Franchisor will ensure that its assignees comply with, and perform its obligations in accordance with, the terms of this Addendum applicable to the Tandem Market Services being performed.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives as of the Effective Date.

FRANCHISOR

By: _____

Name: _____

Title: _____

FRANCHISEE

By: _____

Name: _____

Title: _____

EXHIBIT C
TO THE DISCLOSURE DOCUMENT

ACKNOWLEDGMENT ADDENDUM TO
SOCIAL INDOOR® FRANCHISE AGREEMENT

As you know, you and we are entering into a Franchise Agreement for the operation of a **Social Indoor**® franchise. The purpose of this Acknowledgment Addendum 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 claims that may be made by you by reason of the offer and sale of the franchise and operation of your business. Please review each of the following questions carefully and provide honest responses to each question.

Acknowledgments and Representations*

1. Did you receive a copy of our Disclosure Document (and all exhibits and attachments) at least 14 calendar days prior to signing the Franchise Agreement?
Check one: ☐ YES ☐ NO
If no, please comment: _____

2. Have you studied and carefully reviewed our Disclosure Document and Franchise Agreement?
Check one: ☐ YES ☐ NO
If no, please comment: _____

3. Did you understand all the information contained in both the Disclosure Document and Franchise Agreement?
Check one: ☐ YES ☐ NO
If no, please comment: _____

4. Was any oral, written or visual claim or representation made to you which contradicted the disclosures in the Disclosure Document?
Check one: ☐ NO ☐ YES
If yes, please state in detail the oral, written or visual claim or representation: _____

5. Did any employee or other person speaking on behalf of Social Indoor Franchising, LLC make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any **Social Indoor**® location or business, or the likelihood of success at your franchised business?
Check one: ☐ NO ☐ YES
If yes, please state in detail the oral, written or visual claim or representation: _____

6. Did any employee or other person speaking on behalf of Social Indoor Franchising, LLC make any statement or promise regarding the costs involved in operating a franchise that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document?

Check one: ☐ NO ☐ YES

If yes, please comment: _____

7. Do you understand that the franchise granted is for the right to operate the Business in the Designated Territory, as stated in Subparagraph 2.A, and that we and our affiliates have the right to issue franchises or operate competing businesses for or at locations, as we determine, outside of your Designated Territory using any trademarks and to place other forms of advertising other than indoor print or indoor digital advertising both inside and outside your Designated Territory using any trademarks, as described in Subparagraph 2.B?

Check one: ☐ YES ☐ NO

If no, please comment: _____

8. Do you understand that the Franchise Agreement contains the entire agreement between you and us concerning the franchise for the Business, meaning that any prior oral or written statements not set out in the Franchise Agreement, or the Disclosure Document will not be binding?

Check one: ☐ YES ☐ NO

If no, please comment: _____

9. Do you understand that the success or failure of your Business will depend in large part upon your skills and experience, your business acumen, your location, the local market for products and services under the **Social Indoor**® trademarks, interest rates, the economy, inflation, the number of employees you hire and their compensation, competition and other economic and business factors? Further, do you understand that the economic and business factors that exist at the time you open your Business may change?

Check one: ☐ YES ☐ NO

If no, please comment: _____

10. Do you understand that any training, support, guidance or tools we provide to you as part of the franchise are for the purpose of protecting the **Social Indoor**® brand and trademarks and to assist you in the operation of your business and not for the purpose of controlling or in any way intended to exercise or exert control over your decisions or day-to-day operations of your business, including your sole responsibility for the hiring, wages, training, supervision and termination of your employees and all other employment and employee related matters?

Check One: ☐ YES ☐ NO

If no, please comment: _____

11. Do you understand that you are bound by the non-compete covenants (both in term and post term) listed in subparagraphs 10.D.1 and 10.D.2 and that an injunction is an appropriate remedy to protect the interests of the **Social Indoor**® system if you violate the covenant(s)? Further, do you understand that the term “you” for purposes of the non-compete covenants is defined broadly in subparagraphs 10.D.1 and 10.D.2, such that any actions in violation of the covenants by those holding any interest in the franchisee entity may result in an injunction, default, and termination of the Franchise Agreement?

Check one ☐ YES ☐ NO

If no, please comment: _____

12. On the receipt page of the Disclosure Document you identified _____ as the franchise sellers involved in this franchise sales process. Are the franchise sellers identified above the only franchise sellers involved with this transaction?
Check one: (☐) YES (☐) NO
If no, please identify any additional franchise sellers involved with this transaction: _____

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS ADDENDUM, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS. IF MORE SPACE IS NEEDED FOR ANY ANSWER, CONTINUE ON A SEPARATE SHEET AND ATTACH.

NOTE: IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS PRINCIPAL OWNERS MUST EXECUTE THIS ACKNOWLEDGMENT.

DO NOT SIGN THIS STATEMENT IF YOU ARE A RESIDENT OF, OR INTEND TO OPERATE THE FRANCHISED BUSINESS IN CALIFORNIA

Franchise Owners

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Social Indoor Franchising, LLC

By: _____

Name: _____

Title: _____

Date:

*Such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Illinois Franchise Disclosure Act.

EXHIBIT D**List of Franchisees as of December 31, 2024**

Market	Name	Phone	Email
NE Phoenix, AZ	Amy and Troy Sloneker	602-935-9555	troy.sloneker@socialindoor.com; Amy.sloneker@socialindoor.com
Scottsdale, AZ	Kyle Uhler	651-983-4339	kyle.uhler@socialindoor.com
Tucson, AZ	Dan Drachman	520-240-3528	dan.drachman@socialindoor.com
Rancho Cucamonga, CA	Ray Suri	510-612-7985	ray.suri@socialindoor.com
Riverside, CA	Randy and Jon Woolstrum and Glen Rineer	(574) 601-3555	randy.woolstrum@socialindoor.com
Temecula, CA	Andy Hagenah	(619) 723-1436	andy.hagenah@socialindoor.com
Denver, CO	Pete Ellison	(303) 695-9450	pete.ellison@socialindoor.com
Downtown Colorado Springs	Kristyn Ragucci	719-413-3024	<u>kristyn.ragucci@socialindoor.com</u>
Lakeland, FL	Christine & John Hubbert Jr.	(863) 243-4024	lakeland.si@socialindoor.com
North Tampa, FL	Amy Paolone	(336) 404-4849	amy.paolone@socialindoor.com
West Palm Beach/Boca Raton, FL	Saren Ploen	954-451-1903	<u>saren.ploen@socialindoor.com</u>
Quad Cities, IA	Fletcher Ford and Darren Brown	F: 921-937-7467, D:563-447-0396	<u>fletcher.ford@socialindoor.com</u> , <u>darren.brown@socialindoor.com</u>
Northwest Chicago, IL	Mike Wheeland	(815) 382-5470	mike.wheeland@socialindoor.com
Fort Wayne, IN	Bradley Shrader, Bobby Perry, Eric Duncan, Nathan Eicher	260-273-7260	<u>bobby.perry@socialindoor.com</u>
Downtown and South Boston, MA	Dan Adams	(781) 447-0617	dan.adams@socialindoor.com
Brainerd-Fargo (Bemidji - Northern MN)	Jack & Deb Thompson	(866) 342-2923	deb.thompson@socialindoor.com; jack.thompson@socialindoor.com
Central Minnesota (St. Cloud, MN)	Kelsey and Nate Sauer	K: 320-250-5679, N:320-224-9299	kelsey.sauer@socialindoor.com, nate.sauer@socialindoor.com
Duluth, MN	Michaela & Dan Doyle	(218) 310-9071	michaela.doyle@socialindoor.com
Mankato, MN	Rick Dahle	320-220-1575	<u>rick.dahle@socialindoor.com</u>
Rochester (& Austin), MN	Allen Bye	(612) 703-6510	allen.bye@socialindoor.com
Twin Cities North, MN	Allen Bye	(612) 703-6510	allen.bye@socialindoor.com

Twin Cities NW, MN	Ben O'Borsky	612-597-8149	ben.oborsky@socialindoor.com
Twin Cities SE	Jeff Kalmes	763-458-2595	jeff.kalmes@socialindoor.com
Twin Cities Southeast Central	Chris & Kathryn Clover	612-600-3111	chris.clover@socialindoor.com , kathryn.clover@socialindoor.com
West Central Minnesota	Shawn Teal	320-492-2784	shawn.teal@socialindoor.com
Twin Cities NE	David Hicke and Steve Nelson	763-807-5591	david.hicke@socialindoor.com ; steve.nelson@socialindoor.com
St Louis County, MO	Wegman Group	636-484-1250	mitch.wegmann@socialindoor.com
Greensboro, NC (aka The Triad)	William Conley	(336) 510-0775	william.conley@socialindoor.com
Wilmington, NC	Scott Sigmon	(910) 409-0330	scott.sigmon@socialindoor.com
South Las Vegas, NV	Leanne Ly	(702) 327-5351	leanne.ly@socialindoor.com
Northeast Ohio	Logan and Courtney Stutzman	L: 330.621.8722, C:330.473.3663	logan.stutzman@socialindoor.com ; courtney.stutzman@socialindoor.com
Greenville, SC	Scott Schwarz	(864) 569-0369	scott.shwarz@socialindoor.com
Myrtle Beach, SC	Steve Pratt and Mark Eiken	515-707-6831 352-316-4539	steve.pratt@socialindoor.com
Sioux Falls, SD	Paul Gourley	(605) 359-1968	phgourley@gmail.com
Clarksville, TN	Gianni Scramuzza	931-241-7400	gianni.scramuzza@socialindoor.com
Knoxville, TN	Jack Pohlada	612-991-7776	jack.pohlada@socialindoor.com
Nashville SE, TN	Dean Lupson	(615) 968-1821	dean.lupson@socialindoor.com
Nashville, TN	Chancellor Zaugg	(218) 966-0111	chancellor.zaugg@socialindoor.com
Austin, TX	Bryan and Jackie Primrose	(512) 219-5009	bryan.primrose@socialindoor.com
Laredo, TX	Jose Lastra Romano, Charles Mar III, Baruc Mohamed, Josie Mar	Jose: 956-334-5294	Jose.lastra@socialindoor.com , Charles.mar@socialindoor.com , Baruc.mohamed@socialindoor.com , Josie.mar@socialindoor.com
NE Houston, TX	Heather & Ryan Tafelski	H: 936-232-4356	heather.tafelski@socialindoor.com ; ryan.tafelski@socialindoor.com
NW Houston, TX (The Woodlands)	Sabrina Jacob	(832) 695-6360	sabrina.jacob@socialindoor.com
Eau Claire (West Central/Chippewa Valley) WI & Lacrosse	Mike Muehlbauer - Billy Bergh - Jon Crawford	715-225-7555 / 715-577-6838 / 715-379-2432	Mike.Muehlbauer@socialindoor.com ; billy.bergh@socialindoor.com ; jon.crawford@socialindoor.com
Hayward, WI	Dan Grady	612-916-1521	dan.grady@socialindoor.com
Madison, WI	Brad Zaugg	608-239-7609	brad.zaugg@socialindoor.com

Northeast WI (Appleton-Green Bay)	Cliff Halley	(920) 735-0197	cliff.halley@socialindoor.com
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List of Franchisees Who Have Left the System as of December 31, 2024

The name and last known location and telephone number of every franchisee who has had an outlet terminated, cancelled, not renewed, sold their franchise, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recent fiscal year or who has not communicated with the Franchisor within 10 weeks of the application date is listed in the chart below.

Name	City	State	Phone
Micheal Woolstrum	Austin	TX	512-773-5607
Meagan Woolstrum	Austin	TX	512-944-5701
Mark & Gloria Vera	San Antonio	TX	210-391-4874
Jorge Gutierrez	Munster	IN	708-267-6469
John Troyer	Goshen	IN	574-903-0939
Lee Neece	Davenport	IA	941-457-7368
Chris DeVor	Davenport	IA	563-940-9023
Brian Gould	Davenport	IA	563-320-0647
Hester Downing	Hastings	MN	952-484-5144
Ryan Zedler	Hastings	MN	651-448-1923
Beau Jacobson	McKinney	TX	704-728-6341
Guy Nolen	Tulsa	OK	918-804-2828

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

EXHIBIT E

Financial Statements

**THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT.
PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED
THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR
EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.**

Profit & Loss: Consolidated


	Actual	Budget	Diff	% Change
	Jun-25	Jun-25	Fav/(Unfav)	Fav/(Unfav)
Revenue				
Cash	257,366	399,568	(142,202)	-35.6%
Trade	37,286	58,333	(21,048)	-36.1%
Total	294,652	457,901	(163,249)	-35.7%
Cost of Goods Sold				
Cash	39,977	62,533	22,556	36.1%
Trade	13,607	29,167	15,559	53.3%
Total	53,584	91,699	38,115	41.6%
% of Rev	18%	20%		
Gross Profit				
Total	241,068	366,202	(125,134)	-34.2%
% of Rev	82%	80%		
Operating Expenses				
Wages	139,426	160,552	21,127	13.2%
Benefits & Payroll Taxes	24,566	28,899	4,333	15.0%
Office Expenses	14,482	14,293	(189)	-1.3%
Printing & Postage	232	1,469	1,237	84.2%
Outside Services	22,884	21,394	(1,490)	-7.0%
Professional & Temp Labor	13,614	11,954	(1,660)	-13.9%
Business Insurance	3,177	3,317	141	4.2%
Travel & Entertainment	9,192	10,129	938	9.3%
Advertising & Promotional	2,207	4,641	2,434	52.5%
Other Expenses	14,815	30,869	16,054	52.0%
Trade Expenses	28,969	29,167	198	0.7%
Interest	22,498	25,510	3,012	11.8%
Depreciation & Amortization	69,919	79,890	9,971	12.5%
Total	365,980	422,085	56,105	13.3%
% of Rev	124%	92%		
Net Income	(124,912)	(55,884)	(69,029)	-123.5%
EBITDA	(32,495)	49,517	(82,012)	165.6%
Proforma Adjustments	-	-		
Adjusted EBITDA	(32,495)	49,517	(82,012)	
EBITDA %	-11%	11%		
Initial Franchise Fees - Not included above	132,750	-	132,750	#DIV/0!
Total Adjusted Sales (100% of cash sales)	390,116	399,568	(9,452)	-2.4%
Adjusted EBITDA (Franchise Revenue)	100,255	49,517	50,738	102.5%

Cash Revenue Breakdown:

Advertising Revenue	\$	82,911
Franchise Rights	\$	24,356
Population Fee	\$	16,143
Admin Fee	\$	18,950
Monitor Fee	\$	61,978
Royalty Fees	\$	26,143
Local/Nat'l Revenue	\$	5,031
Other Revenue	\$	2,231
Programmatic Revenue	\$	17,722
Loan Forgiveness/Grants/Interest	\$	1,901
Total	\$	257,366

Profit & Loss: Consolidated


	Actual	Budget	Diff	% Change
	Jun-25 YTD	Jun-25 YTD	Fav/(Unfav)	Fav/(Unfav)
Revenue				
Cash	1,682,925	2,187,105	(504,180)	-23.1%
Trade	204,547	350,000	(145,453)	-41.6%
Total	1,887,472	2,537,105	(649,633)	-25.6%
Cost of Goods Sold				
Cash	263,214	344,825	81,611	23.7%
Trade	70,766	175,000	104,234	59.6%
Total	333,980	519,825	185,845	35.8%
% of Rev	18%	20%		
Gross Profit				
Total	1,553,492	2,017,280	(463,788)	-23.0%
% of Rev	82%	80%		
Operating Expenses				
Wages	759,594	934,070	174,477	18.7%
Benefits & Payroll Taxes	150,175	168,133	17,958	10.7%
Office Expenses	61,879	85,759	23,880	27.8%
Printing & Postage	2,425	8,813	6,387	72.5%
Outside Services	112,516	133,125	20,608	15.5%
Professional & Temp Labor	149,989	138,723	(11,266)	-8.1%
Business Insurance	19,064	19,905	841	4.2%
Travel & Entertainment	50,576	66,525	15,949	24.0%
Advertising & Promotional	18,429	29,347	10,919	37.2%
Other Expenses	92,454	171,403	78,948	46.1%
Trade Expenses	170,483	175,000	4,517	2.6%
Interest	143,931	153,061	9,130	6.0%
Depreciation & Amortization	413,502	460,979	47,477	10.3%
Total	2,145,016	2,544,841	399,825	15.7%
% of Rev	114%	100%		
Net Income	(591,524)	(527,561)	(63,963)	-12.1%
EBITDA	(34,091)	86,479	(120,570)	139.4%
Proforma Adjustments	36,000	-		
Adjusted EBITDA	1,909	86,479	(84,570)	
EBITDA %	0%	3%		
Initial Franchise Fees - Not included above	349,988	280,000	69,988	25.0%
Total Adjusted Sales (100% of cash sales)	2,032,913	2,467,105	(434,192)	-17.6%
Adjusted EBITDA (Franchise Revenue)	351,897	366,479	(14,582)	-4.0%

Cash Revenue Breakdown:

Advertising Revenue	\$	549,992
Franchise Rights	\$	169,768
Population Fee	\$	95,744
Admin Fee	\$	110,125
Monitor Fee	\$	339,622
Royalty Fees	\$	121,473
Local/Nat'l Revenue	\$	39,033
Other Revenue	\$	34,784
Programmatic Revenue	\$	216,123
Loan Forgiveness/Grants/Interest	\$	6,261
Total	\$	1,682,925

Balance Sheet: Consolidated

	Actual	Budget	Diff
	<u>Jun-25</u>	<u>Jun-25</u>	
Assets			
Cash	689,052	(956,152)	1,645,204
Accounts Receivable	643,193	1,052,675	(409,483)
Prepaid Expenses	254,018	75,867	178,151
Inventory	31,870	40,393	(8,523)
Other Current Assets	8,873,529	6,486,448	2,387,082
Deposits	10,000	10,000	-
Trade	221,085	266,319	(45,234)
Fixed Assets	1,378,703	1,806,758	(428,056)
Intangibles	1,453,985	1,474,714	(20,729)
Total Assets	13,555,434	10,257,022	3,298,412
Liabilities & Owners' Equity			
Liabilities			
Accounts Payable	450,670	404,119	46,552
Accrued Expenses	829,683	1,014,093	(184,410)
Unearned Revenue	1,184,150	1,508,973	(324,823)
Other Current Liabilities	8,873,529	5,917,136	2,956,393
Line of Credit	-	-	-
Term Loan	1,244,088	1,239,622	4,466
Notes Payable	2,275,000	1,370,000	905,000
Lease Liability	78,173	79,549	(1,376)
Total Liabilities	14,935,293	11,533,493	3,401,801
Owners' Equity			
Member Equity	8,038,770	8,488,770	(450,000)
Member Draw	-	-	-
Retained Earnings	(9,418,629)	(9,765,241)	346,612
Total Owners' Equity	(1,379,859)	(1,276,471)	(103,388)
Total Liabilities & Owners' Equity	13,555,434	10,257,022	3,298,412

Cash Flow: Consolidated



Jun-25 YTD

OPERATING ACTIVITIES

Net Income (591,524)

Adjustments to reconcile Net Income to

Net Cash provided by operations:

Depreciation and Amortization 413,502

Accounts Receivable 57,321

Trade 27,565

Prepaid (106,355)

Inventory (3,118)

Other Current Assets -

Accounts Payable (6,349)

Accrued Expenses (76,117)

Unearned Revenue 73,804

Other Current Liabilities -

net cash provided by operating activities \$ (211,271)

INVESTING ACTIVITIES

Change in Fixed Assets (225,228)

Change in Other Assets (2,500)

Net cash used by investing activities \$ (227,728)

FINANCING ACTIVITIES

Notes Payable/LOC 935,000

Term Loan (8,321)

Leases (54,363)

Owners Investment 42,500

Net cash provided by financing activities \$ 914,816

Net cash increase for period \$ 475,816

Cash at beginning of period \$ 213,236

Cash at end of period \$ 689,052

Profit & Loss: Minneapolis


	Actual	Budget	Diff	% Change
	<u>Jun-25</u>	<u>Jun-25</u>	<u>Fav/(Unfav)</u>	<u>Fav/(Unfav)</u>
Revenue				
Cash	101,999	213,750	(111,751)	-52.3%
Trade	37,286	58,333	(21,048)	-36.1%
Total	139,285	272,083	(132,799)	-48.8%
Cost of Goods Sold				
Cash	32,220	60,033	27,813	46.3%
Trade	13,607	29,167	15,559	53.3%
Total	45,827	89,199	43,372	48.6%
% of Rev	33%	33%		
Gross Profit				
Total	93,458	182,884	(89,426)	-48.9%
% of Rev	67%	67%		
Operating Expenses				
Wages	64,542	116,045	51,503	44.4%
Benefits & Payroll Taxes	11,902	20,888	8,987	43.0%
Office Expenses	15,968	13,293	(2,675)	-20.1%
Printing & Postage	(46)	1,181	1,227	103.9%
Outside Services	7,297	13,284	5,987	45.1%
Professional & Temp Labor	13,976	6,954	(7,022)	-101.0%
Business Insurance	1,838	1,914	77	4.0%
Travel & Entertainment	5,090	7,700	2,611	33.9%
Advertising & Promotional	657	1,091	434	39.8%
Other Expenses	8,400	(44,623)	(53,022)	118.8%
Trade Expenses	28,969	29,167	198	0.7%
Interest	22,498	25,510	3,012	11.8%
Depreciation & Amortization	21,649	26,281	4,632	17.6%
Total	202,738	218,686	15,948	7.3%
% of Rev	146%	80%		
Net Income	(109,280)	(35,802)	(73,478)	-205.2%
EBITDA	(65,133)	15,989	(81,122)	507.4%
Proforma Adjustments	-	-		
Adjusted EBITDA	(65,133)	15,989	(81,122)	
EBITDA %	-47%	6%		

Profit & Loss: Minneapolis


	Actual	Budget	Diff	% Change
	<u>Jun-25 YTD</u>	<u>Jun-25 YTD</u>	<u>Fav/(Unfav)</u>	<u>Fav/(Unfav)</u>
Revenue				
Cash	769,153	1,122,500	(353,347)	-31.5%
Trade	204,547	350,000	(145,453)	-41.6%
Total	973,700	1,472,500	(498,800)	-33.9%
Cost of Goods Sold				
Cash	240,228	329,825	89,597	27.2%
Trade	70,766	175,000	104,234	59.6%
Total	310,994	504,825	193,831	38.4%
% of Rev	32%	34%		
Gross Profit				
Total	662,706	967,675	(304,969)	-31.5%
% of Rev	68%	66%		
Operating Expenses				
Wages	333,359	685,778	352,419	51.4%
Benefits & Payroll Taxes	69,250	123,440	54,190	43.9%
Office Expenses	42,730	79,759	37,029	46.4%
Printing & Postage	1,803	7,088	5,284	74.6%
Outside Services	55,411	78,001	22,590	29.0%
Professional & Temp Labor	75,789	82,723	6,934	8.4%
Business Insurance	11,029	11,487	457	4.0%
Travel & Entertainment	30,879	46,202	15,323	33.2%
Advertising & Promotional	7,579	6,547	(1,031)	-15.8%
Other Expenses	59,421	(274,825)	(334,246)	121.6%
Trade Expenses	170,483	175,000	4,517	2.6%
Interest	143,931	153,061	9,130	6.0%
Depreciation & Amortization	129,323	157,685	28,362	18.0%
Total	1,130,988	1,331,944	200,956	15.1%
% of Rev	116%	90%		
Net Income	(468,281)	(364,269)	(104,012)	-28.6%
EBITDA	(195,028)	(53,524)	(141,504)	-264.4%
Proforma Adjustments	36,000	-		
Adjusted EBITDA	(159,028)	(53,524)	(105,504)	
EBITDA %	-16%	-4%		

Balance Sheet: Minneapolis

	Actual	Budget	Diff
	<u>Jun-25</u>	<u>Jun-25</u>	
Assets			
Cash	610,258	456,922	153,336
Accounts Receivable	209,641	334,982	(125,340)
Prepaid Expenses	148,570	41,126	107,444
Inventory	31,870	40,393	(8,523)
Other Current Assets	4,133,721	3,450,205	683,516
Deposits	10,000	10,000	-
Trade	221,085	266,319	(45,234)
Fixed Assets	238,118	184,533	53,584
Intangibles	1,223,650	1,223,043	608
Total Assets	6,826,912	6,007,522	819,390
Liabilities & Owners' Equity			
Liabilities			
Accounts Payable	218,372	377,311	(158,938)
Accrued Expenses	800,214	974,829	(174,615)
Unearned Revenue	96,319	24,730	71,589
Other Current Liabilities	4,739,809	4,038,933	700,875
Line of Credit	-	-	-
Term Loan	1,244,088	1,239,622	4,466
Notes Payable	1,725,000	1,370,000	355,000
Shareholder Notes Payable	550,000	-	550,000
Lease Liability	78,173	79,549	(1,376)
Total Liabilities	9,451,974	8,104,974	1,347,001
Owners' Equity			
Member Equity	7,834,555	8,284,555	(450,000)
Member Draw	-	-	-
Retained Earnings	(10,459,617)	(10,382,006)	(77,611)
Total Owners' Equity	(2,625,062)	(2,097,451)	(527,611)
Total Liabilities & Owners' Equity	6,826,912	6,007,522	819,390

Profit & Loss: SI Franchising


	Actual	Budget	Diff	% Change
	Jun-25	Jun-25	Fav/(Unfav)	Fav/(Unfav)
Revenue				
Cash	155,367	185,818	(30,451)	-16.4%
Trade	-	-	-	0.0%
Total	155,367	185,818	(30,451)	-16.4%
Cost of Goods Sold				
Cash	7,757	2,500	(5,257)	-210.3%
Trade	-	-	-	
Total	7,757	2,500	(5,257)	-210.3%
% of Rev	5%	1%		
Gross Profit				
Total	147,610	183,318	(35,707)	-19.5%
% of Rev	95%	99%		
Operating Expenses				
Wages	74,883	44,507	(30,376)	-68.2%
Benefits & Payroll Taxes	12,665	8,011	(4,653)	-58.1%
Office Expenses	(1,486)	1,000	2,486	248.6%
Printing & Postage	278	288	10	3.3%
Outside Services	15,588	8,110	(7,478)	-92.2%
Professional & Temp Labor	(362)	5,000	5,362	107.2%
Business Insurance	1,339	1,403	64	4.6%
Travel & Entertainment	4,102	2,429	(1,673)	-68.9%
Advertising & Promotional	1,550	3,550	2,000	56.3%
Other Expenses	6,415	75,491	69,076	91.5%
Trade Expenses	-	-	-	0.0%
Interest	-	-	-	0.0%
Depreciation & Amortization	48,270	53,609	5,339	10.0%
Total	163,242	203,399	40,157	19.7%
% of Rev	105%	109%		
Net Income	(15,632)	(20,081)	4,449	22.2%
EBITDA	32,638	33,528	(890)	-2.7%
Proforma Adjustments	-	-		
Adjusted EBITDA	32,638	33,528		
EBITDA %	21%	18%		
Initial Franchise Fees - Not included above	132,750	-	132,750	#DIV/0!
Total Adjusted Sales (100% of cash sales)	288,117	185,818	102,299	55.1%
Adjusted EBITDA (Franchsie Revenue)	165,388	33,528	131,860	393.3%

Profit & Loss: SI Franchising


	Actual	Budget	Diff	% Change
	<u>Jun-25 YTD</u>	<u>Jun-25 YTD</u>	<u>Fav/(Unfav)</u>	<u>Fav/(Unfav)</u>
Revenue				
Cash	913,772	1,064,605	(150,833)	-14.2%
Trade	-	-	-	0.0%
Total	913,772	1,064,605	(150,833)	-14.2%
Cost of Goods Sold				
Cash	22,986	15,000	(7,986)	-53.2%
Trade	-	-	-	
Total	22,986	15,000	(7,986)	-53.2%
% of Rev	3%	1%		
Gross Profit				
Total	890,786	1,049,605	(158,819)	-15.1%
% of Rev	97%	99%		
Operating Expenses				
Wages	426,234	248,292	(177,942)	-71.7%
Benefits & Payroll Taxes	80,924	44,693	(36,232)	-81.1%
Office Expenses	19,149	6,000	(13,149)	-219.1%
Printing & Postage	622	1,725	1,103	63.9%
Outside Services	57,105	55,124	(1,981)	-3.6%
Professional & Temp Labor	74,200	56,000	(18,200)	-32.5%
Business Insurance	8,035	8,418	383	4.6%
Travel & Entertainment	19,697	20,323	626	3.1%
Advertising & Promotional	10,850	22,800	11,950	52.4%
Other Expenses	33,033	446,228	413,195	92.6%
Trade Expenses	-	-	-	0.0%
Interest	-	-	-	0.0%
Depreciation & Amortization	284,180	303,294	19,115	6.3%
Total	1,014,029	1,212,897	198,868	16.4%
% of Rev	111%	114%		
Net Income	(123,243)	(163,292)	40,049	24.5%
EBITDA	160,937	140,003	20,934	15.0%
Proforma Adjustments	0	0		
Adjusted EBITDA	160,937	140,003	20,934	
EBITDA %	18%	13%		
Initial Franchise Fees - Not included above	349,988	280,000	69,988	25.0%
Total Adjusted Sales (100% of cash sales)	1,263,761	1,344,605	(80,844)	-6.0%
Adjusted EBITDA (Franchsie Revenue)	510,925	420,003	90,923	21.6%

Balance Sheet: SI Franchising


	Actual	Budget	Diff
	<u>Jun-25</u>	<u>Jun-25</u>	
Assets			
Cash	78,794	(1,413,074)	1,491,868
Accounts Receivable	433,551	717,694	(284,142)
Prepaid Expenses	105,448	34,741	70,707
Inventory	-	-	-
Other Current Assets	4,739,809	3,036,243	1,703,566
Deposits	-	-	-
Trade	-	-	-
Fixed Assets	1,140,585	1,622,225	(481,640)
Intangibles	230,335	251,671	(21,337)
Total Assets	6,728,522	4,249,500	2,479,022
Liabilities & Owners' Equity			
Liabilities			
Accounts Payable	232,298	26,808	205,490
Accrued Expenses	29,469	39,264	(9,795)
Unearned Revenue	1,087,831	1,484,244	(396,413)
Other Current Liabilities	4,133,721	1,878,203	2,255,518
Line of Credit	-	-	-
Term Loan	-	-	-
Notes Payable	-	-	-
Lease Liability	-	-	-
Total Liabilities	5,483,319	3,428,519	2,054,800
Owners' Equity			
Member Equity	204,215	204,215	-
Member Draw	-	-	-
Retained Earnings	1,040,988	616,766	424,222
Total Owners' Equity	1,245,203	820,981	424,222
Total Liabilities & Owners' Equity	6,728,522	4,249,500	2,479,022

SOCIAL INDOOR FRANCHISING, LLC

FINANCIAL STATEMENTS

December 31, 2024 and 2023

SOCIAL INDOOR FRANCHISING, LLC
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INDEPENDENT AUDITOR'S REPORT

To the Member and Board of Directors
Social Indoor Franchising, LLC
Minnetonka, Minnesota

Opinion

We have audited the accompanying financial statements of Social Indoor Franchising, LLC (the Company), which comprise the balance sheets as of December 31, 2024 and 2023, and the related statements of operations, member's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company 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. 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 the Company 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 the Company'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 generally accepted auditing standards 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 there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, 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 Company'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 Company'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.

Redpath and Company, LLC

REDPATH AND COMPANY, LLC
St. Paul, Minnesota

March 11, 2025

FINANCIAL STATEMENTS

SOCIAL INDOOR FRANCHISING, LLC**BALANCE SHEETS**

December 31, 2024 and 2023

Statement 1

	2024	2023
Assets		
Current assets:		
Cash	\$28,713	\$24,180
Accounts receivable, net	145,051	199,179
Prepaid expenses	225,095	345,658
Accrued revenue	44,181	39,786
Notes receivable, current portion	76,707	-
Total current assets	519,747	608,803
Property and equipment, net	1,187,549	1,415,168
Goodwill, net	70,438	85,806
Reacquired franchise rights	48,000	-
Due from related parties	567,748	506,021
Note receivable, net of current portion	158,153	45,848
Total assets	<u>\$2,551,635</u>	<u>\$2,661,646</u>
Liabilities and Member's Equity		
Current liabilities:		
Accounts payable	\$48,691	\$35,082
Deferred revenues, current	445,380	612,700
Accrued expenses	133,451	32,337
Total current liabilities	627,522	680,119
Long-term liabilities:		
Deferred revenues, net of current portion	555,667	1,093,206
Total liabilities	1,183,189	1,773,325
Member's equity	1,368,446	888,321
Total liabilities and member's equity	<u>\$2,551,635</u>	<u>\$2,661,646</u>

The accompanying notes are an integral part of these financial statements.

SOCIAL INDOOR FRANCHISING, LLC
STATEMENTS OF OPERATIONS
December 31, 2024 and 2023

Statement 2

	<u>2024</u>	<u>2023</u>
Net sales	\$2,424,248	\$2,300,291
Cost of sales (exclusive of depreciation and amortization expense shown separately below)	<u>40,701</u>	<u>65,361</u>
Gross profit	<u>2,383,547</u>	<u>2,234,930</u>
Operating expenses:		
General and administrative expenses	1,377,930	1,801,480
Depreciation and amortization expense	<u>529,422</u>	<u>379,591</u>
Total operating expenses	<u>1,907,352</u>	<u>2,181,071</u>
Operating income	<u>476,195</u>	<u>53,859</u>
Other (expense) income:		
Miscellaneous other income	6,337	4,223
Interest expense	<u>(2,407)</u>	<u>-</u>
Total other (expense) income	<u>3,930</u>	<u>4,223</u>
Net income	<u><u>\$480,125</u></u>	<u><u>\$58,082</u></u>

The accompanying notes are an integral part of these financial statements.

SOCIAL INDOOR FRANCHISING, LLC
STATEMENTS OF MEMBER'S EQUITY
For The Years Ended December 31, 2024 and 2023

Statement 3

	Member's Equity	Accumulated Equity (Deficit)	Total Member's Equity
Balance at December 31, 2022	\$204,215	\$626,024	\$830,239
Net income	-	58,082	58,082
Balance at December 31, 2023	204,215	684,106	888,321
Net income	-	480,125	480,125
Balance at December 31, 2024	<u>\$204,215</u>	<u>\$1,164,231</u>	<u>\$1,368,446</u>

The accompanying notes are an integral part of these financial statements.

SOCIAL INDOOR FRANCHISING, LLC**STATEMENTS OF CASH FLOWS**

For The Years Ended December 31, 2024 and 2023

Statement 4

	2024	2023
Cash flows from operating activities:		
Net income	\$480,125	\$58,082
Adjustments to reconcile net income (loss) to net cash flows from operating activities:		
Depreciation and amortization	461,545	379,591
Change in allowance for doubtful accounts	(209,396)	250,541
Changes in operating assets and liabilities:		
Accounts receivable	73,872	(229,685)
Employee Retention Credit receivable	-	32,776
Due from related parties	(61,727)	244,281
Prepaid expenses	120,563	80,548
Accrued revenue	(4,395)	(8,522)
Accounts payable	13,609	(49,397)
Deferred Revenue	(704,859)	(155,778)
Accrued expenses	101,114	(30,418)
Net cash flows provided by operating activities	<u>270,451</u>	<u>572,019</u>
Cash flows from investing activities:		
Reacquired franchise rights	(48,000)	-
Issuance of note receivable	(86,337)	(45,848)
Payments received on notes receivable	86,977	-
Purchases of property and equipment	(218,558)	(613,951)
Net cash flows used in investing activities	<u>(265,918)</u>	<u>(659,799)</u>
Net decrease in cash	4,533	(87,780)
Cash - beginning of year	<u>24,180</u>	<u>111,960</u>
Cash - end of year	<u><u>\$28,713</u></u>	<u><u>\$24,180</u></u>
Noncash investing and financing activities:		
Cash paid for interest	<u>\$2,407</u>	<u>\$ -</u>
Purchases of property and equipment in accounts payable at year end	<u>\$29,477</u>	<u>\$26,241</u>
Notes receivable issued for trade accounts receivable	<u><u>\$189,652</u></u>	<u><u>\$0</u></u>

The accompanying notes are an integral part of these financial statements.

SOCIAL INDOOR FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2024 and 2023

Note 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

NATURE OF OPERATIONS

Social Indoor Franchising, LLC (the Company), a wholly-owned subsidiary of Social Indoor, LLC (the "parent company", or "SI"), its parent company, was formed to operate the franchise business of Social Indoor, LLC. The Company was capitalized on August 19, 2019, with the transfer of certain assets and liabilities from its parent company, including the franchisor rights and obligations for approximately 20 franchise agreements.

The Company's business operations include performance under franchise agreements. The franchise agreements grant the franchisees use of the name "Social Indoor". Franchisees are required to pay continuing fees for the access to certain tools and services and for management assistance provided by the Company. As of December 31, 2024 and 2023, there were 47 and 50 franchisees, respectively.

CASH

As of December 31, 2024 and 2023, the cash balance was comprised of cash held in federally insured financial institutions and, at times, may exceed federally insured limits. The Company has not experienced any losses on such accounts.

ACCOUNTS RECEIVABLE

Accounts receivable consist of amounts due from franchisees for franchise fees and other related franchise Services which usually have a 30-day payment term. The Company performs a creditworthiness review at the time of signing up new franchisees. On a periodic basis, the Company evaluates its accounts receivable based upon past write-offs and collections and current credit conditions. If amounts are determined uncollectible, they are charged to expense in the year that determination is made. Accounts receivables are shown net of an allowance for doubtful accounts of \$178,068 and \$387,464 as of December 31, 2024 and 2023, respectively.

PROPERTY AND EQUIPMENT

Major expenditures for property and equipment are capitalized. Maintenance, repairs and minor renewals are expensed as incurred. All property and equipment, which consists of digital screens provided to franchisees, are stated at cost net of accumulated depreciation as of December 31, 2024 and 2023. When assets are retired or otherwise disposed of, their costs and related accumulated depreciation are removed from the accounts and resulting gains or losses are included in income or loss.

Digital screens are depreciated using the straight-line method over an estimated useful life of five years. A digital screen is considered to be in use and commences depreciation upon installation. When the Company purchases digital screens to be installed at a subsequent date, the digital screen is capitalized to asset in progress and no depreciation is taken. Upon installation, the digital screen is transferred from asset in progress to digital screens and commences depreciation.

SOCIAL INDOOR FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2024 and 2023

Property and equipment consisted of the following as of December 31:

	2024	2023
Digital screens	\$2,332,941	\$2,075,312
Assets in progress	47,256	86,327
	<u>2,380,197</u>	<u>2,161,639</u>
Less: Accumulated depreciation	<u>(1,192,648)</u>	<u>(746,471)</u>
	<u><u>\$1,187,549</u></u>	<u><u>\$1,415,168</u></u>

Depreciation expense was \$446,177 and \$364,223 for the years ended December 31, 2024 and 2023, respectively.

GOODWILL

The Company has elected to adopt the provisions of Accounting Standards Update (ASU) No. 2014-2, *Intangibles-Goodwill and Other*, which provides an accounting alternative to qualifying private companies for the amortization of goodwill using a useful life of 10 years. Accordingly, all existing goodwill and any goodwill recorded in the future will be amortized and subject to impairment testing when indicators of impairment are deemed to be present. If necessary, an impairment loss would be recorded. Amortization expense related to goodwill was \$15,368 for the years ended December 31, 2024 and 2023. Future estimated amortization expense is \$15,368 for the years ending December 31, 2025 through 2028 and \$8,965 in 2029.

REACQUIRED FRANCHISE RIGHTS

Reacquired franchise rights are recognized as intangible assets at fair value when acquired in a business combination. They are amortized over their estimated remaining contractual or economic life. In accordance with ASC 350, these rights are tested for impairment when indicators arise. If classified as indefinite-lived, they are not amortized but undergo annual impairment testing. Changes in estimates are accounted for prospectively. During 2024, the Company reacquired the rights to Twin Cities East franchise in exchange for cash of \$48,000.

IMPAIRMENT OF LONG-LIVED ASSETS

The Company reviews long-lived assets, including property and equipment and intangible assets, for impairment whenever events or changes in business circumstances indicate that the carrying amount of an asset may not be fully recoverable. An impairment loss would be recognized when the estimated future cash flows from the use and eventual disposition of the asset are less than the carrying amount of that asset. To date, there have been no such losses.

REVENUE RECOGNITION

Revenue is recognized in accordance with a five-step model, as follows: identifying the contract with the customer; identifying the performance obligations in the contract; determining the transaction price; allocating the transaction price to the performance obligations; and recognizing revenue when (or as) the entity satisfies a performance obligation.

SOCIAL INDOOR FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2024 and 2023

The Company sells individual franchises that grant the right to operate a Social Indoor branded business within a particular geographic territory for selling indoor print and digital advertising services. The franchise agreements typically require the franchisee to pay initial nonrefundable franchise fees upon signing the agreement and royalty fees, administrative fees, monitor fees and other fees, on an ongoing basis based upon either a percentage of franchisee gross sales or a stated monthly amount. Training is required and the franchise agreement is not effective until successful completion of the training program. The Company also sells supplies to the franchisees. The initial term of the franchise agreements is five years. Prior to the end of the franchise agreement term, or as otherwise provided by the Company, a franchisee may elect to renew the term of a franchise.

The franchise license represents a bundled series of performance obligations, and the initial and conversion franchise fees are recognized over the term of the franchise agreement. The franchise license fee performance obligations include use of trademark, brand and software. Any transfer of franchise assignee fees are separate and distinct performance obligations and no further services expected from the customer are to be provided by the Company and is recognized at point in time. Royalty, administrative, monitor and other fees revenue are recognized based on the fees earned each month or as the underlying sales occur for the performance obligations. Training is recognized when completed since it is a distinct performance obligation, is not highly interrelated with the franchise license, is not highly brand specific and is relevant to operations of similar companies. Supplies are a separate and distinct performance obligation and are recognized at point in time in connection with shipment and transfer of control of products to the franchisee. Fees received or receivable that are expected to be recognized as revenue are classified as contract liabilities, noted as deferred revenue on the balance sheets.

The Company does not have any variable consideration related to their franchise activities. The transaction price for each performance obligation is based on relative standalone selling price as determined by management.

The Company has elected the practical expedient to combine contracts using a portfolio approach by the type of revenues. The Company has elected the practical expedient for recognizing any incremental costs of obtaining a contract as an expense when incurred if the amortization period of the asset that the Company otherwise would have recognized is one year or less. For any commissions that are direct and incremental costs related to signing of the franchise license contract, the Company will capitalize and amortize over the term of the franchise agreement.

The Company includes shipping and handling costs charged to customers with revenues. Shipping and handling costs incurred by the Company have been included in cost of sales on the statements of operations.

Net sales as reported on the statements of operations organized by pattern of recognition for the years ended December 31, 2024 and 2023 are as follows:

SOCIAL INDOOR FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2024 and 2023

	2024	2023
Franchise license fees	\$885,085	\$627,778
Monitor and other over time recognition fees	1,192,806	1,441,195
Total revenue recognized over time	2,077,891	2,068,973
Supplies, training, and other point in time recognition fees	346,357	231,318
Total revenue recognized at a point in time	346,357	231,318
Net sales	\$2,424,248	\$2,300,291

INCOME TAXES

The Company is a single member limited liability company classified as a "disregarded entity" for income tax purposes. Accordingly, these financial statements do not include any provision or liability for income taxes since the income and expenses are reported on the income tax returns of the sole member and the applicable income taxes, if any, are paid by the member.

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 differ from those estimates.

ADVERTISING COSTS

Advertising costs associated with solicitation of new franchisees are expensed as incurred. Advertising costs totaled \$50,406 and \$100,993 for the years ended December 31, 2024 and 2023, respectively.

Note 2 **NOTES RECEIVABLE**

The Company entered into a promissory note receivable with 521 Media, LLC in September 2023. The borrower has the availability to withdraw up to \$90,000 by September 21, 2024 with the total unpaid principal balance due on September 21, 2026. The note bears interest at 10%, due monthly starting on October 1, 2023, on the outstanding balance. The total amounts withdrawn as of December 31, 2024 and 2023 were \$72,185 and \$45,848, respectively.

The Company entered into various promissory note receivables with franchisees throughout 2024 with maturity dates between January 2025 and December 2026. Total amounts due from franchisees as of December 31, 2024 and 2023 were \$162,675 and \$0, respectively.

SOCIAL INDOOR FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2024 and 2023

Note 3 RELATED-PARTY TRANSACTIONS

SI will provide funding and management services for the Company's operations on an ongoing basis. These amounts are recorded as a net related party receivable on the accompanying balance sheets. The net amounts due from SI were \$567,748 and \$506,021 as of December 31, 2024 and 2023, respectively.

During 2021, two franchises were purchased with a note transfer from a note payable holder of SI. The SI note payable holder transferred a portion of the outstanding balance due from SI to assist two franchisees with their respective franchise purchases. The amount totaled \$160,000 and is included in the due from related parties balance as of December 31, 2024 and 2023.

Note 4 CONCENTRATIONS OF CREDIT RISK

As of December 31, 2024, two franchisees comprised approximately 48% of the Company's outstanding accounts receivable (before allowance for doubtful accounts). As of December 31, 2023, one franchisee comprised approximately 18% of the Company's outstanding accounts receivable. As of December 31, 2024, there were no franchisee revenue concentrations. As of December 31, 2023, one franchisee comprised approximately 11% of revenue.

Note 5 COMMITMENTS AND CONTINGENCIES

The Company is subject to various claims, legal proceedings, and investigations covering a wide range of matters that may arise in the ordinary course of business. Management believes the resolutions of claims and pending litigation will not have a material effect, individually and in the aggregate, on the consolidated financial statements of the Company.

Note 6 SUBSEQUENT EVENTS

The Company has evaluated subsequent events occurring through March 11, 2025, the date the financial statements were available to be issued, for events requiring recording or disclosure in the financial statements.

SOCIAL INDOOR FRANCHISING, LLC

FINANCIAL STATEMENTS

December 31, 2023 and 2022

SOCIAL INDOOR FRANCHISING, LLC
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INDEPENDENT AUDITOR'S REPORT

To the Member and Board of Directors
Social Indoor Franchising, LLC
Minnetonka, Minnesota

Opinion

We have audited the accompanying financial statements of Social Indoor Franchising, LLC (the Company), which comprise the balance sheets as of December 31, 2023 and 2022, and the related statements of operations, member's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, 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. 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 the Company 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 the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

55 5th Street East, Suite 1400, St. Paul, MN, 55101 651.426.7000 www.redpathcpas.com

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 generally accepted auditing standards 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 there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, 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 the Company'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 the Company'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.

Redpath and Company, LLC

REDPATH AND COMPANY, LLC
St. Paul, Minnesota

March 20, 2024

FINANCIAL STATEMENTS

SOCIAL INDOOR FRANCHISING, LLC
BALANCE SHEETS
December 31, 2023 and 2022

Statement 1

	2023	2022
Assets		
Current assets:		
Cash	\$24,180	\$111,960
Accounts receivable, net	199,179	220,035
Employee retention credit receivable	-	32,776
Prepaid expenses	345,658	426,206
Accrued revenue	39,786	31,264
Total current assets	608,803	822,241
Property and equipment, net	1,415,168	1,165,439
Goodwill, net	85,806	101,175
Due from related parties	506,021	750,302
Note receivable	45,848	-
Total assets	<u>\$2,661,646</u>	<u>\$2,839,157</u>
Liabilities and Member's Equity		
Current liabilities:		
Accounts payable	\$35,082	\$84,479
Deferred revenues, current	612,700	539,600
Accrued expenses	32,337	62,755
Total current liabilities	680,119	686,834
Long-term liabilities:		
Deferred revenues, net of current portion	1,093,206	1,322,084
Total liabilities	1,773,325	2,008,918
Member's equity	888,321	830,239
Total liabilities and member's equity	<u>\$2,661,646</u>	<u>\$2,839,157</u>

The accompanying notes are an integral part of these financial statements.

SOCIAL INDOOR FRANCHISING, LLC
STATEMENTS OF OPERATIONS
December 31, 2023 and 2022

Statement 2

	2023	2022
Net sales	\$2,300,291	\$1,959,412
Cost of sales (exclusive of depreciation and amortization expense shown separately below)	65,361	47,224
Gross profit	2,234,930	1,912,188
Operating expenses:		
General and administrative expenses	1,801,480	1,041,443
Depreciation and amortization expense	379,591	250,255
Total operating expenses	2,181,071	1,291,698
Operating income	53,859	620,490
Other income:		
Miscellaneous other income	4,223	-
Employee Retention Credit income	-	32,776
Total other income	4,223	32,776
Net income	\$58,082	\$653,266

The accompanying notes are an integral part of these financial statements.

SOCIAL INDOOR FRANCHISING, LLC
STATEMENTS OF CASH FLOWS
For The Years Ended December 31, 2023 and 2022

Statement 4

	2023	2022
Cash flows from operating activities:		
Net income	\$58,082	\$653,266
Adjustments to reconcile net income (loss) to net cash flows from operating activities:		
Depreciation and amortization	379,591	250,255
Change in allowance for doubtful accounts	250,541	100,651
Changes in operating assets and liabilities:		
Accounts receivable	(229,685)	(252,447)
Employee Retention Credit receivable	32,776	(32,776)
Due from related parties	244,281	(532,689)
Prepaid expenses	80,548	91,538
Accrued revenue	(8,522)	(31,264)
Accounts payable	(49,397)	(24,044)
Deferred Revenue	(155,778)	86,327
Accrued expenses	(30,418)	11,039
Net cash flows provided by operating activities	572,019	319,856
Cash flows from investing activities:		
Issuance of note receivable	(45,848)	-
Purchases of property and equipment	(613,951)	(402,283)
Net cash flows used in investing activities	(659,799)	(402,283)
Net decrease in cash	(87,780)	(82,427)
Cash - beginning of year	111,960	194,387
Cash - end of year	\$24,180	\$111,960
Noncash investing and financing activities:		
Purchases of property and equipment in accounts payable at year end	\$26,241	\$48,360

The accompanying notes are an integral part of these financial statements.

SOCIAL INDOOR FRANCHISING, LLC
STATEMENTS OF MEMBER'S EQUITY
For The Years Ended December 31, 2023 and 2022

Statement 3

	Member's Equity	Accumulated Equity (Defecit)	Total Member's Equity
Balance at December 31, 2021	\$204,215	(\$27,242)	\$176,973
Net income	-	653,266	653,266
Balance at December 31, 2022	204,215	626,024	830,239
Net income	-	58,082	58,082
Balance at December 31, 2023	<u>\$204,215</u>	<u>\$684,106</u>	<u>\$888,321</u>

The accompanying notes are an integral part of these financial statements.

Note 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

NATURE OF OPERATIONS

Social Indoor Franchising, LLC (the Company), a wholly-owned subsidiary of Social Indoor, LLC (the "parent company", or "SI"), its parent company, was formed to operate the franchise business of Social Indoor, LLC. The Company was capitalized on August 19, 2019, with the transfer of certain assets and liabilities from its parent company, including the franchisor rights and obligations for approximately 20 franchise agreements.

The Company's business operations include performance under franchise agreements. The franchise agreements grant the franchisees use of the name "Social Indoor". Franchisees are required to pay continuing fees for the access to certain tools and services and for management assistance provided by the Company. As of December 31, 2023 and 2022, there were 50 and 43 franchisees, respectively.

CASH

As of December 31, 2023 and 2022, the cash balance was comprised of cash held in federally insured financial institutions and, at times, may exceed federally insured limits. The Company has not experienced any losses on such accounts.

ACCOUNTS RECEIVABLE

Accounts receivable consist of amounts due from franchisees for franchise fees and other related franchise Services which usually have a 30-day payment term. The Company performs a creditworthiness review at the time of signing up new franchisees. On a periodic basis, the Company evaluates its accounts receivable based upon past write-offs and collections and current credit conditions. If amounts are determined uncollectible, they are charged to expense in the year that determination is made. Accounts receivables are shown net of an allowance for doubtful accounts of \$387,464 and \$136,923 as of December 31, 2023 and 2022, respectively.

PROPERTY AND EQUIPMENT

Major expenditures for property and equipment are capitalized. Maintenance, repairs and minor renewals are expensed as incurred. All property and equipment, which consists of digital screens provided to franchisees, are stated at cost net of accumulated depreciation as of December 31, 2023 and 2022. When assets are retired or otherwise disposed of, their costs and related accumulated depreciation are removed from the accounts and resulting gains or losses are included in income or loss.

Digital screens are depreciated using the straight-line method over an estimated useful life of five years. A digital screen is considered to be in use and commences depreciation upon installation. When the Company purchases digital screens to be installed at a subsequent date, the digital screen is capitalized to asset in progress and no depreciation is taken. Upon installation, the digital screen is transferred from asset in progress to digital screens and commences depreciation.

SOCIAL INDOOR FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2023 and 2022

Property and equipment consisted of the following as of December 31:

	2023	2022
Digital screens	\$2,075,312	\$1,425,448
Assets in progress	86,327	122,240
	<u>2,161,639</u>	<u>1,547,688</u>
Less: Accumulated depreciation	<u>(746,471)</u>	<u>(382,249)</u>
	<u>\$1,415,168</u>	<u>\$1,165,439</u>

Depreciation expense was \$364,222 and \$234,887 for the years ended December 31, 2023 and 2022, respectively.

GOODWILL

The Company has elected to adopt the provisions of Accounting Standards Update (ASU) No. 2014-2, *Intangibles-Goodwill and Other*, which provides an accounting alternative to qualifying private companies for the amortization of goodwill using a useful life of 10 years. Accordingly, all existing goodwill and any goodwill recorded in the future will be amortized and subject to impairment testing when indicators of impairment are deemed to be present. If necessary, an impairment loss would be recorded. Amortization expense related to goodwill was \$15,368 for the years ended December 31, 2023 and 2022. Future estimated amortization expense is \$15,368 for the years ending December 31, 2024 through 2028 and \$8,965 thereafter.

IMPAIRMENT OF LONG-LIVED ASSETS

The Company reviews long-lived assets, including property and equipment and intangible assets, for impairment whenever events or changes in business circumstances indicate that the carrying amount of an asset may not be fully recoverable. An impairment loss would be recognized when the estimated future cash flows from the use and eventual disposition of the asset are less than the carrying amount of that asset. To date, there have been no such losses.

REVENUE RECOGNITION

Revenue is recognized in accordance with a five-step model, as follows: identifying the contract with the customer; identifying the performance obligations in the contract; determining the transaction price; allocating the transaction price to the performance obligations; and recognizing revenue when (or as) the entity satisfies a performance obligation.

The Company sells individual franchises that grant the right to operate a Social Indoor branded business within a particular geographic territory for selling indoor print and digital advertising services. The franchise agreements typically require the franchisee to pay initial nonrefundable franchise fees upon signing the agreement and royalty fees, administrative fees, monitor fees and other fees, on an ongoing basis based upon either a percentage of franchisee gross sales or a stated monthly amount. Training is required and the franchise agreement is not effective until successful completion of the training program. The Company also sells supplies to the franchisees. The initial term of the franchise agreements is five years. Prior to the end of the franchise

SOCIAL INDOOR FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2023 and 2022

agreement term, or as otherwise provided by the Company, a franchisee may elect to renew the term of a franchise.

The franchise license represents a bundled series of performance obligations, and the initial and conversion franchise fees are recognized over the term of the franchise agreement. The franchise license fee performance obligations include use of trademark, brand and software. Any transfer of franchise assignee fees are separate and distinct performance obligations and no further services expected from the customer are to be provided by the Company and is recognized at point in time. Royalty, administrative, monitor and other fees revenue are recognized based on the fees earned each month or as the underlying sales occur for the performance obligations. Training is recognized when completed since it is a distinct performance obligation, is not highly interrelated with the franchise license, is not highly brand specific and is relevant to operations of similar companies. Supplies are a separate and distinct performance obligation and are recognized at point in time in connection with shipment and transfer of control of products to the franchisee. Fees received or receivable that are expected to be recognized as revenue are classified as contract liabilities, noted as deferred revenue on the balance sheets.

The Company does not have any variable consideration related to their franchise activities. The transaction price for each performance obligation is based on relative standalone selling price as determined by management.

The Company has elected the practical expedient to combine contracts using a portfolio approach by the type of revenues. The Company has elected the practical expedient for recognizing any incremental costs of obtaining a contract as an expense when incurred if the amortization period of the asset that the Company otherwise would have recognized is one year or less. For any commissions that are direct and incremental costs related to signing of the franchise license contract, the Company will capitalize and amortize over the term of the franchise agreement.

The Company includes shipping and handling costs charged to customers with revenues. Shipping and handling costs incurred by the Company have been included in cost of sales on the statements of operations.

Net sales as reported on the statements of operations organized by pattern of recognition for the years ended December 31, 2023 and 2022 are as follows:

	2023	2022
Franchise license fees	\$627,778	\$490,122
Monitor and other over time recognition fees	1,441,195	1,244,553
Total revenue recognized over time	2,068,973	1,734,675
Supplies, training, and other point in time recognition fees	231,318	224,737
Total revenue recognized at a point in time	231,318	224,737
Net sales	\$2,300,291	\$1,959,412

SOCIAL INDOOR FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2023 and 2022

INCOME TAXES

The Company is a single member limited liability company classified as a "disregarded entity" for income tax purposes. Accordingly, these financial statements do not include any provision or liability for income taxes since the income and expenses are reported on the income tax returns of the sole member and the applicable income taxes, if any, are paid by the member.

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 differ from those estimates.

ADVERTISING COSTS

Advertising costs associated with solicitation of new franchisees are expensed as incurred. Advertising costs totaled \$100,993 and \$74,859 for the years ended December 31, 2023 and 2022, respectively.

RECLASSIFICATIONS

Certain amounts reported in the Company's 2022 financial statements have been reclassified to conform to the 2023 financial statement presentation. These reclassifications had no effect on previously reported net income or stockholders' equity.

RECENT ACCOUNTING PRONOUNCEMENTS

The Company adopted Accounting Standards Update ("ASU") 2016-13, *Credit Losses - Measurement of Credit Losses on Financial Instruments* and all related subsequent pronouncements as of January 1, 2023, which replaced the incurred loss method with a method that reflects lifetime expected credit losses. The Company adopted the changes in accounting for credit losses using a modified retrospective transition method. Adoption of the new standard did not materially impact the Company's consolidated financial statements. The comparative financial information has not been restated and continues to be reported under the accounting standard in effect for those periods.

Note 2 NOTE RECEIVABLE

The Company entered into a promissory note receivable with 521 Media, LLC in September 2023. The borrower has the availability to withdraw up to \$90,000 by September 21, 2024 with the total unpaid principal balance due on September 21, 2026. The note bears interest at 10%, due monthly starting on October 1, 2023, on the outstanding balance. The total amounts withdrawn as of December 31, 2023 and 2022 were \$45,848 and \$0, respectively.

Note 3 RELATED-PARTY TRANSACTIONS

SI will provide funding and management services for the Company's operations on an ongoing basis. These amounts are recorded as a net related party receivable on the accompanying balance sheets. The net amounts due from SI were \$506,021 and \$750,302 as of December 31, 2023 and 2022, respectively.

During 2021, two franchises were purchased with a note transfer from a note payable holder of SI. The SI note payable holder transferred a portion of the outstanding balance due from SI to assist two franchisees with their respective franchise purchases. The amount totaled \$160,000 and is included in the due from related parties balance as of December 31, 2023 and 2022.

Note 4 EMPLOYEE RETENTION CREDITS

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") was signed into law providing numerous tax provisions and other stimulus measures, including an employee retention credit ("ERC"), which is a refundable tax credit against certain employment taxes. The Taxpayer Certainty and Disaster Tax Relief Act of 2020 and the American Rescue Plan Act of 2021 extended and expanded the availability of the ERC. A business is eligible for the employee retention credit (ERC) if it either (1) fully or partially suspended operations during any calendar quarter due to orders from an appropriate government authority limiting business activities due to COVID-19; or (2) experienced a significant decline in gross receipts during the calendar quarter.

Since there is no US GAAP guidance for business entities that receive government assistance that is not in the form of a loan, an income tax credit or revenue from a contract with a customer, the Company determined the appropriate accounting treatment by analogy to other guidance.

For the years ended December 31, 2023 and 2022, the Company recorded ERC benefits of \$0 and \$32,776, respectively in other income, net in the financial statements of operations. A current receivable in the amount of \$0 and \$32,776 is included in the balance sheets as of December 31, 2023 and 2022, respectively.

Note 5 CONCENTRATIONS OF CREDIT RISK

As of December 31, 2023, one franchisee comprised approximately 18% of the Company's outstanding accounts receivable. As of December 31, 2022, two franchisees comprised approximately 30% of the Company's outstanding accounts receivable. For each year ended December 31, 2023 and 2022, one franchisee comprised approximately 11% and 12% of revenue, respectively.

Note 6 COMMITMENTS AND CONTINGENCIES

The Company is subject to various claims, legal proceedings, and investigations covering a wide range of matters that may arise in the ordinary course of business. Management believes the resolutions of claims and pending litigation will not have a material effect, individually and in the aggregate, on the consolidated financial statements of the Company.

SOCIAL INDOOR FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS
December 31, 2023 and 2022

Note 7 **SUBSEQUENT EVENTS**

The Company has evaluated subsequent events occurring through March 20, 2024, the date the financial statements were available to be issued, for events requiring recording or disclosure in the financial statements.

EXHIBIT F

State Addenda

ADDENDUM TO SOCIAL INDOOR® DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT FOR THE STATE OF CALIFORNIA

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

1. For franchisees and franchisees/developers subject to the California Franchise Investment Law, Cal. Corp. Code § 31000-31516, and the California Franchise Relations Act, Cal. Bus. & Prof. Code §§ 20000-20043, the following information supersedes or supplements, as the case may be, the corresponding disclosures in the main body of the text of the Franchise Disclosure Document (“FDD”):

2. California’s Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

3. CALIFORNIA CORPORATIONS CODE SECTION 31125 REQUIRES THAT THE FRANCHISOR GIVE THE FRANCHISEE A DISCLOSURE DOCUMENT APPROVED BY THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION PRIOR TO A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE, AND 14 DAYS PRIOR TO THE EXECUTION OF A FRANCHISE AGREEMENT.

4. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT AT LEAST 14 DAYS BEFORE EXECUTION.

5. Neither we nor any person or franchise broker identified in Item 2 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 these persons from membership in that association or exchange.

6. The California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer and non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

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

8. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

9. THE FRANCHISE AGREEMENT REQUIRES APPLICATION OF THE LAW OF MINNESOTA AND A FORUM OF FEDERAL DISTRICT COURT FOR THE DISTRICT OF MINNESOTA OR IN HENNEPIN COUNTY DISTRICT COURT, FOURTH JUDICIAL DISTRICT, MINNEAPOLIS, MINNESOTA. THESE PROVISIONS MAY NOT BE ENFORCEABLE UNDER CALIFORNIA LAW.

10. The Franchise Agreement requires the parties to resolve their disputes through non-binding mediation and, if necessary, litigation. The mediation and litigation will occur in Hennepin County, Minnesota and you must reimburse us our costs if we prevail in any litigation proceeding. 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 a franchise agreement restricting venue to a forum outside the State of California.

11. Regarding our website, socialindoor.com, please note the following:

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

12. Item 5 of the FDD is amended to state: “The Department has required a financial assurance, and therefore, the Franchisor shall defer the collection of initial franchise fees from you until your franchise opens for business.”

13. Item 6 of the FDD is amended to disclose that the highest interest rate allowed in California is 10%.

14. 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.

Franchise Owners

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Social Indoor Franchising, LLC

By: _____

Name: _____

Title: _____

Date: _____

ADDENDUM TO
SOCIAL INDOOR®
DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT FOR THE
STATE OF MINNESOTA

The following information applies to franchises and franchisees subject to Minnesota statutes and regulations. Item numbers correspond to those in the main body.

The following shall be added to the “Special Risks to Consider” cover page:

“Turnover Rate. During the last 3 years, a high percentage of franchised outlets (more than 22%) were not renewed, reacquired, or ceased operations for other reasons. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate.”

Item 5 and 7 and appropriate sections of the franchise agreement. Franchise fee is payable when the franchisee opens for business.

Item 13

We will indemnify you against, and reimburse you for, all damages for which you are held liable in any proceeding arising out of your use of any Mark; provided such use is in compliance with the Franchise Agreement. We will also reimburse you for all costs reasonably incurred by you in the defense of any such claim brought against you in any such proceeding in which you are named as a part. You must timely notify us of such claim or proceeding and comply with the Franchise Agreement.

Item 17

1. Minnesota law provides you with certain termination and nonrenewal rights. As of the date of this Disclosure Document, Minn. Stat. Sec. 80C.14, Subd. 3, 4 and 5 require, except in certain specified cases, that you be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for nonrenewal of the Franchise Agreement.

2. Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

3. In the event you breach or threaten to breach any of the terms of this Agreement, we will be entitled to seek an injunction restraining such breach and/or to a decree of specific performance, without showing or proving any actual damage, together with recovery of reasonable attorneys’ fees and other costs incurred in obtaining said equitable relief, until such time as the arbitrators make a final and binding determination.

4. No release language contained in the Franchise Agreement shall relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota, provided, that this part will not bar the voluntary settlement of disputes.

Franchise Owners

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Social Indoor Franchising, LLC

By: _____

Name: _____

Title: _____

Date: _____

ADDENDUM TO
SOCIAL INDOOR®
FRANCHISE AGREEMENT FOR THE
STATE OF ILLINOIS

This Addendum pertains to franchises sold in the State of Illinois and is for the purpose of complying with Illinois statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows:

1.

2. Section 13.C is amended such that the following is substituted:

Subject to subparagraphs 13.A and 13.B, any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties must be brought in the Illinois federal or state court for the Designated Territory in which you are located.

3. ~~3.06B~~ Subparagraph 16B shall be amended to include the following statement: **Nothing in this or any related agreement is intended to disclaim the express representations made in the Franchise Disclosure Document.**

4. Subparagraph 16.K of the Agreement is deleted in its entirety.

5. The Acknowledgment Addendum attached to the Franchise Agreement (and specifically stating that it is not for use in the State of Illinois) is unenforceable under Illinois law because it may have the effect of forcing a franchisee to waive or release certain rights that you as a franchisee have under the Illinois Franchise Disclosure Act, 815 IL § 705.

6. In compliance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

7. Your rights upon Termination and Non- Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act

8. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

9. Illinois law governs the Franchise Agreement(s)

10. In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any law of Illinois is void.

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.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

Franchise Owners

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Social Indoor Franchising, LLC

By: _____

Name: _____

Title: _____

Date: _____

**ADDENDUM TO
SOCIAL INDOOR®
DISCLOSURE DOCUMENT FOR THE
STATE OF ILLINOIS**

By reading this disclosure document, you are not agreeing to, acknowledging, or making any representations whatsoever to the Franchisor and its affiliates.

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

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.

Franchise Owners

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Social Indoor Franchising, LLC

By: _____

Name: _____

Title: _____

Date: _____

ADDITIONAL DISCLOSURES FOR 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 C OR YOUR PUBLIC LIBRARY FOR SOURCES OF 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 DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE 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 should be added to Item 3 of this Disclosure Document:

With the exception of what is stated above, the 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 had an administrative, criminal, or civil action pending against that person alleging: a felony, 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 or pleaded nolo contendere to a misdemeanor charge or been held liable in a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; 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 any 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 franchise as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of 17(c), titled "**Requirements for franchisee to renew or extend**" and 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 by 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 “Summary” sections of Item 17(v), titled “**Choice of forum,**” and Item 17(w), titled “**Choice of law**”:

The foregoing choice of law and choice of forum should not be considered a waiver of any right conferred upon you by the provisions of 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.

ADDENDUM TO
SOCIAL INDOOR®
FRANCHISE AGREEMENT FOR THE
STATE OF SOUTH DAKOTA

This Addendum to the Franchise Agreement (“Franchise Agreement”) dated _____ between Social Indoor Franchising, LLC (“Franchisor”) and _____ (“Franchisee”) is entered into simultaneously with the execution of the Franchise Agreement.

1. The following risk factor is added to the Cover Page:

General Financial Condition. The franchisor’s financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor’s financial ability to provide services and support to you.

2. The following sentence is added to the end of Section 8.A:

“Collection of all initial fees and payments owed to Franchisor or an affiliate will be deferred until such time as the Franchisor completes its initial obligations and you commence business operations”.

3. . Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

Franchise Owners

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Social Indoor Franchising, LLC

By: _____

Name: _____

Title: _____

Date:

ADDENDUM TO
SOCIAL INDOOR®
FRANCHISE DISCLOSURE DOCUMENT AND
FRANCHISE AGREEMENT FOR THE
STATE OF VIRGINIA

This Addendum to the Franchise Agreement (“Franchise Agreement”) dated _____ between Social Indoor Franchising, LLC (“Franchisor”) and _____ (“Franchisee”) is entered into simultaneously with the execution of the Franchise Agreement.

1. Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise [franchise agreement] [development 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.
2. 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.

Franchise Owners

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Social Indoor Franchising, LLC

By: _____

Name:

Title:

Date:

ADDENDUM TO
SOCIAL INDOOR®
FRANCHISE AGREEMENT FOR THE
STATE OF WISCONSIN

This Addendum pertains to franchisees in the State of Wisconsin and is for the purpose of complying with Wisconsin statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows:

1. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, subparagraph 11.B of the Agreement pertaining to “Termination by Us” is extended as follows:

We will provide you at least 90 days’ prior written notice of termination, cancellation, or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation, or substantial change in competitive circumstances and will provide that you have 60 days in which to rectify any claimed deficiency. If the deficiency is rectified within 60 days, the notice will be void. If the reason for termination, cancellation, or substantial change in competitive circumstances is nonpayment of sums due under the franchise, you will be entitled to written notice of such default and will have not less than 10 days in which to remedy such default from the date of delivery or posting of such notice.

2. Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of this Agreement or a related document between you and us inconsistent with the Law.

3. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

Franchise Owners

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date:

Social Indoor Franchising, LLC

By:

Name:

Title:

Date:

EXHIBIT G

Tables of Contents and Pages of Manuals

Getting started.....	50 pages
Business Management.....	75 pages
Sales Manual.....	64 pages
SIMON Software Manual.....	59 pages
<u>Installation Manual.....</u>	<u>18 pages</u>
Total Manual Pages	266 pages

The most recent Manuals set will be freely available to you to view at our Discovery Day before an offer of a franchise is made. This is proprietary information unique to our offering, so we are unable to send you a copy of these for review. We continue to enhance and update our manuals set as more materials and enhancements become available to use in the successful operation of a Social Indoor franchise.

EXHIBIT H

PROMISSORY NOTE

Loan Amount: \$XX,XXX

City, State

FOR VALUE RECEIVED, the undersigned, XXXXXXXX, a State resident at XXXXXX (the “**Borrower**”), promises to pay to the order of XXXXXXXX, a State resident (the “**Lender**”), at XXXXXXXX, or such other place as may hereinafter be designated from time to time in writing by the Holder hereof, the principal sum of dollars and 00/100 Dollars (\$XX,XXX) (the “**Original Principal Amount**”), together with interest from the date hereof until fully paid, at the rates hereinafter provided, on the Original Principal Amount. The Original Principal Amount and accrued but unpaid interest shall be due as follows:

A. Commencing on the date hereof and continuing through the Maturity Date, interest shall accrue on the Original Principal Amount at a fixed rate equal to X percent (X%) per annum (the “**Interest Rate**”). The annual Interest Rate for the Note is computed on a X/X basis; that is, by applying the ratio of the annual Interest Rate over a year of X days, multiplied by the outstanding Original Principal Amount, including accrued but unpaid interest, multiplied by the actual number of days the Original Principal Amount is outstanding.

B. Commencing on MM DD, YEAR, and continuing thereafter on the first day of each successive month for a period of (XX) months, Borrower will pay monthly installments of interest only in the amount of XX and XX/100 dollars (\$XX) per month. The entire outstanding Original Principal Amount plus all accrued but unpaid interest, along with any other charges due under this Note, will be fully due and payable on [Maturity Date]. **The payment then due is a balloon payment.**

C. If any regular scheduled payment of principal or interest due on the Note is not paid within ten (10) days of the due date thereof, which shall not include payments that become due under the Note solely due to the acceleration of the Note, the Borrower shall pay to the Lender a late charge equal to five percent (5%) of the amount of such late monthly installment.

D. The outstanding Original Principal Amount of this Note may be prepaid at any time or from time to time at the sole option of Borrower, in whole or in part, without penalty or premium. All payments and prepayments shall, at the option of the Lender, be applied first to any costs of collection, second to any late charges, third to accrued interest due on the Note, and lastly to principal. In the event any portion of the Original Principal Amount is prepaid, the monthly interest payment shall be decreased proportionately based on the amount of Original Principal Amount which is prepaid.

E. Borrower shall not (each of which is an “**Event of Default**”): (i) become insolvent or unable to pay its debts generally as they mature, (ii) make a general assignment for the benefit of its creditors, (iii) admit in writing its inability to pay its debts generally as they mature, (iv) file a petition in bankruptcy or a petition or answer seeking a reorganization, arrangement with creditors or other similar relief under the federal bankruptcy laws or under any other applicable law of the United States of America or any state thereof, (v) consent to the appointment of a trustee or receiver for Borrower or for a substantial part of its property, (vi) be adjudicated a bankrupt or fail to cause an involuntary petition in bankruptcy to be dismissed within sixty (60) days after the filing thereof, (vii) take any action for the purpose of effecting or consenting to any of the foregoing, or (viii) have an order, judgment or decree entered appointing a

trustee, conservator or receiver for Borrower or for a substantial part of its property, or approving a petition filed against Borrower seeking a reorganization, arrangement with creditors or other similar relief under the federal bankruptcy laws or under any other applicable law of the United States of America or any state thereof, which order, judgment or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of entry.

F. Borrower and Social Indoor Franchising, LLC are parties to that certain franchise agreement dated effective as of XXXXXXXX, (the “**Franchise Agreement**”) pursuant to which Borrower has been granted the rights to operate a Social Indoor Business (as defined in the Franchise Agreement) within the Designated Territory (as defined in the Franchise Agreement). Borrower acknowledges and agrees that if Borrower if an Event of Default occurs under this note, and is not cured within the time provided for herein, Social Indoor Franchising, LLC will constitute a default under the Franchise Agreement, and Social Indoor Franchising, LLC will have all rights and remedies available to Social Indoor Franchising, LLC under the Franchise Agreement, including without limitation the right to terminate the Franchise Agreement, as provided in the Franchise Agreement.

G. This Note is secured by the personal guaranty of XXXXXXXX pursuant to that certain personal guaranty agreement of even date herewith (the “**Personal Guaranty**”).

H. Time is of the essence hereof. During the continuance of an Event of Default, whether in the payment of any principal or interest due hereunder or in the payment or performance of anything by Borrower to be paid or performed under any of the terms and conditions in this Note or Personal Guaranty, the Holder at its option and without further notice, demand or presentment for payment to Borrower or others, may declare immediately due and payable the Original Principal Amount and interest accrued thereon, together with any reasonable attorneys’ fees incurred by Holder in collecting or enforcing payment thereof, whether suit be brought or not, and all other sums due by Borrower hereunder, under this Note or the documents referred to herein, anything herein to the contrary notwithstanding, and payment thereof may be enforced and recovered in whole or in part at any time by one or more of the remedies provided to Holder in this Note or Personal Guaranty.

I. The remedies of Holder as provided herein and the Personal Guaranty, shall be cumulative and concurrent and may be pursued singly, successively or together, at the sole discretion of Holder, and may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

J. Borrower waives presentment for payment, demand, notice of demand, notice of nonpayment or dishonor, protest and notice of protest of this Note, and all other notices in connection with the delivery, acceptance, performance, default or enforcement of the payment of this Note. Holder shall not be deemed by any act of omission or commission to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Holder, and then only to the extent specifically set forth in writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event.

K. All agreements herein are expressly limited so that in no contingency or event whatsoever shall the amount paid or agreed to be paid to the Holder for the use, forbearance or detention of the money to be advanced hereunder exceed the highest lawful rate permissible under applicable usury laws. If from any circumstances whatsoever fulfillment of any provision hereof at the time performance of such provisions shall be due shall involve transcending the limit of validity prescribed by law which a court of competent jurisdiction may deem applicable hereto, then the obligation to be fulfilled shall be reduced to the limit of such validity and if from any circumstance the Holder shall ever receive as interest an amount

which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the unpaid Original Principal Amount due hereunder and not to the payment of interest.

L. This instrument shall be governed by and construed according to the laws of the State of Minnesota, without regard to principles of conflicts of law.

IN WITNESS WHEREOF, Borrower, intending to be legally bound hereby, has duly executed this Promissory Note on the day and year first written above.

BORROWER:

By:

Its: _____

EXHIBIT I

EFFECTIVE DATE

GENERAL RELEASE

This General Release ("Release") is made by the undersigned, _____ (hereinafter "Releasor") for the benefit of Social Indoor Franchising, LLC a Minnesota limited liability corporation, (hereinafter "Franchisor"), on this ___ day of _____, 20__.

RECITALS

WHEREAS, Releasor desires to [terminate its franchise agreement dated _____ with Franchisor] [renew its franchise agreement with Franchisor dated _____] [transfer/assign its franchise agreement with Franchisor dated _____] (hereinafter, the "Franchise Agreement")'

WHEREAS, in consideration for such action described above, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Releasor has agreed to execute a general release of Franchisor;

NOW, THEREFORE, Releasor hereby covenants and promises as follows:

(a) Releasor hereby absolutely and forever releases and discharges Franchisor from any and all claims, demands, damages, debts, liabilities, accounts, costs, expenses, liens, losses, charges, actions, suits, proceedings and causes of action of every kind and nature whatsoever (hereinafter "Released Matters"), whether now known or unknown, suspected or unsuspected, which Releasor now has, owns or holds, or at any time heretofore ever had, owned or held, or could, shall or may hereafter have, own or hold, pertaining to, arising out of or in connection with the Franchise Agreement, any related agreements or the franchisor-franchisee relationship between Releasor and Franchisor.

(b) Releasor hereby understands and agrees that this General Release shall extend to and be binding upon any and all of Releasor's attorneys, officers, directors, employees, agents, heirs, estate executors, administrators, successors, affiliates, associates and assigns, and their respective insurers and underwriters. If more than one party shall execute this Release, the term "Releasor" shall mean all parties executing this General Release, and all parties shall be bound by its terms.

(c) Releasor hereby understands and agrees that this General Release shall extend to and inure to the benefit of any and all of Franchisor's attorneys, officers, directors, employees, agents, authorized representatives, estate, legal representatives, successors, affiliates, associates and assigns, and its and their respective insurers and underwriters.

(d) Releasor hereby understands and agrees that this General Release supersedes any prior agreement, oral or written, with respect to its subject matter. Releasor understands and agrees that no representations, warranties, agreements or covenants have been made with respect to this General Release, other than those set forth herein, and that in executing this General Release,

Releasor is not relying upon any representations, warranty, agreement or covenant not set forth herein.

(e) This General Release and all acts and transactions under it shall in all respects be interpreted, enforced and governed by the internal laws of the State of Minnesota.

(f) Releasor hereby certifies that he has read all of this General Release and fully understands all of the same and that he has executed this General Release only after having received full legal advice and disclosure as to his rights from legal counsel of his choice.

IN WITNESS WHEREOF, the party hereto has executed this General Release effective as of the date first set forth above.

RELEASOR

Signature: _____
Name: _____
Title: _____
Date: _____

FRANCHISOR

Signature: _____
Name: _____
Title: _____
Date: _____

EXHIBIT J

State Effective Dates

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

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

State	Effective Date
California	Pending
Florida	Pending
Hawaii	Not registered
Illinois	Pending
Indiana	April 22, 2025
Maryland	Not registered
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Not registered
Rhode Island	Not registered
South Dakota	Pending
Utah	Not registered
Virginia	Pending
Washington	Not registered
Wisconsin	Pending

EXHIBIT K

RECEIPTS

Exhibit K contains detachable documents acknowledging your receipt of this Disclosure Document.

RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Social Indoor 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 any payment to the franchisor or an affiliate in connection with the proposed franchise sale.

New York and Rhode Island require that we give you 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. Michigan and Oregon require that we give you this Disclosure Document at least 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 Social Indoor 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, D.C. 20580 and the state agency listed on Exhibit A.

The franchisor is Social Indoor Franchising, LLC, located at 5929 Baker Rd Suite 480, Minnetonka, MN 55345. Its telephone number is (952) 206-1917.

Issuance Date: April 14th, 2025, as amended July 31, 2025

The name, principal business address and telephone number of each franchise seller offering the franchise (check as applicable):

____ Tony Jacobson, ____ Beau Jacobson, ____ Derek Zaugg
5929 Baker Rd Suite 480, Minnetonka, MN 55345, (952) 206-1917

Social Indoor Franchising, LLC authorizes the respective state agencies identified on Exhibit A to receive service of process for it in the particular state.

I have received a Franchise Disclosure Document (the effective date of the Disclosure Document is identified in Exhibit A). This Disclosure Document included the following Exhibits: A) List of Agents to Receive Service of Process, B) Franchise Agreement, C) Addenda to Franchise Agreement, D) List of Franchisees, E) Financial Statements, F) State Addenda, G) Tables of Contents for Manuals, H) Sample Release and I) Receipt.

Signed: _____
Printed _____
Name: _____ Date: _____
Address: _____
City: _____ State: _____
Zip: _____ Phone: _____

Signed: _____
Printed _____
Name: _____ Date: _____
Address: _____
City: _____ State: _____
Zip: _____ Phone: _____

Signed: _____
Printed _____
Name: _____ Date: _____
Address: _____
City: _____ State: _____
Zip: _____ Phone: _____

Signed: _____
Printed _____
Name: _____ Date: _____
Address: _____
City: _____ State: _____
Zip: _____ Phone: _____

RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Social Indoor 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 any payment to the franchisor or an affiliate in connection with the proposed franchise sale.

New York and Rhode Island require that we give you 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. Michigan and Oregon require that we give you this Disclosure Document at least 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 Social Indoor 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, D.C. 20580 and the state agency listed on Exhibit A.

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5929 Baker Rd Suite 480, Minnetonka, MN 55345, (952) 206-1917

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Signed: _____
Printed _____
Name: _____ Date: _____
Address: _____
City: _____ State: _____
Zip: _____ Phone: _____

Signed: _____
Printed _____
Name: _____ Date: _____
Address: _____
City: _____ State: _____
Zip: _____ Phone: _____

Signed: _____
Printed _____
Name: _____ Date: _____
Address: _____
City: _____ State: _____
Zip: _____ Phone: _____

Signed: _____
Printed _____
Name: _____ Date: _____
Address: _____
City: _____ State: _____
Zip: _____ Phone: _____