

FRANCHISE DISCLOSURE DOCUMENT

CONQUER FRANCHISE GROUP LLC

A Delaware limited liability company

7760 S Priest Drive, Suite 108

Tempe, Arizona, 85284

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You will operate a club under the “Conquer Padel Club” name that features an indoor padel facility and event center, including open play, leagues, tournaments, lessons/clinics, special events, retail pro-shop, and a bar serving light snacks and beverages (some facilities may serve alcoholic beverages).

The total investment necessary to begin operation of a Conquer Padel Club franchise ranges from \$1,119,250 - \$3,035,750. This includes \$60,000 that must be paid to the franchisor or its affiliates.

The total investment necessary to begin the operation of a Conquer Padel Club multi-unit development business ranges from ~~\$1,225,750~~\$229,250 - ~~\$3,142,250~~\$145,750, for a minimum of ~~32~~ 3 Conquer Padel Club outlets to be developed. This includes ~~\$106,500~~\$110,000 that must be paid to the franchisor or its affiliates.

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 the disclosure document at least 14 calendar days before you sign a binding agreement with or make any payment to the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

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

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

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

Issuance Date: March 3, 2025

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with us by mediation, arbitration, and litigation only in Arizona. Out-of-state mediation, arbitration, and litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to mediate, arbitrate, and litigate with us in Arizona than in your own state.
2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for your financial obligations under the franchise agreement, even though your spouse has no ownership interest in the business. This guarantee will place both your and your spouse's personal and marital assets, perhaps including your house, at risk if your franchise fails.
3. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
4. **Unregistered Trademark.** The primary trademark that you will use in your business is not federally registered. If the franchisor's right to use this trademark in your area is challenged, you may have to identify your business and its products or services with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.
5. **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.

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

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

To simplify the language in this disclosure document, the terms “Franchisor,” or “we” or “us” means Conquer Franchise Group LLC, the Franchisor. The terms “we,” “us” and “Franchisor” do not include you, the “Franchisee”. We refer to the purchaser(s) of a Conquer Padel Club franchise, as “you,” “your” or “Franchisee,” whether an individual, a partnership, corporation, or limited liability company. If you are a corporation, partnership or other entity, our Franchise Agreement also will apply to your owners, officers and directors. If you are married and your spouse is not a partner in the franchise business, certain provisions of our Franchise Agreement will also apply to that spouse.

We were formed as a limited liability company in the State of Delaware on November 25, 2024. Our principal business address is 7760 S Priest Drive, Suite 108, Tempe, Arizona, 85284. We conduct business using our trade name, “Conquer Padel Club” and its associated design (the “Marks”). We do not own or operate any businesses of the type you will be operating. We have not offered franchises in any other line of business. We only offer franchises which operate under the “Conquer Padel Club” Marks. We began offering franchises in on March 3, 2025. We have no other business activities.

Our agents for service of process are listed in Exhibit A.

Our Parents, Predecessors and Affiliates

We have no parent company or predecessor.

We have an affiliated company, Conquer Club 1 LLC, an Arizona limited liability company with a principal business address of 7760 S Priest Drive, Suite 108, Tempe, Arizona, 85284. Conquer Club 1 LLC has not offered franchises in this or any other line of business previously. Conquer Club 1 LLC may provide operational support to franchisees.

Our first Conquer Padel Club affiliate-owned outlet is scheduled to open in May 2025 in Tempe, Arizona. We may operate other Conquer Padel Club concepts, including additional Conquer Padel Club outlets, or other padel or racquet sport concepts in the future.

The Franchise Offered:

We grant franchises for the right to own and operate Conquer Padel Clubs, that offer padel related activities including but not limited to open play, leagues, lessons, tournaments, and special events. You will do business under the fictitious or assumed name of "Conquer Padel Club" or any other name that we decide to use in the future. Your Conquer Padel Club will operate according to the terms of a franchise agreement (the “Franchise Agreement”), which is attached as Exhibit A, and is referred to as the "Club." Clubs are generally 21,000 to 35,000 square feet in size, feature approximately 5 padel courts, and are located in a commercial shopping center with 250 or more shared parking spaces. Regardless of the number of padel courts, each Club will contain a check-in and event area, locker rooms, a pro shop selling padel gear and apparel, and a bar serving light snacks and beverages. Your Club may offer beer and wine, unless you are prevented from doing so by local law. Your Club will operate on a membership-based business model, providing each guest a personalized padel experience geared towards individual goals, fitness levels, age, and preferences. The distinguishing characteristics of a Club include Conquer Padel Club distinctive trade dress, instructional methods, inventory, procedures for management, training, advertising, and promotional programs, all of which may be changed, improved or further developed by us at any time (the “System”).

We also offer qualified individuals the right to open a minimum of ~~three (3)~~ two (2) Clubs in a designated area under the terms of a multi-unit development agreement. You must sign the then-current form of franchise

Development Fee

You will pay us a non-refundable development fee (“Development Fee”) in a lump sum when you sign the Multi-Unit Development Agreement, which is included in this Disclosure Document in Exhibit C.

The Development Fee is calculated as 100% of the initial franchise fee for the first Club and ~~50~~100% of the initial franchise fee for each additional Club you commit to develop under the Multi-Unit Development Agreement. The initial franchise fee for the 2nd Club is ~~\$48~~50,000, and the initial franchise fee for the 3rd Club, and each additional Club, is ~~\$45,000~~, and the initial franchise fee for any additional Club is ~~\$40,000~~.

Number of Clubs to be Developed	Development Fee due on signing the Multi-Unit Development Agreement
2	*\$110,000
3 or more	\$155,000 + \$40,000 for each additional club you commit to open

*Calculated as \$60,000 (Club #1) + ~~\$24~~50,000 (Club #2) + ~~\$22,500~~ (Club #3)

The Development Fee is ~~\$106,500~~110,000 for a required minimum of ~~3~~2 Clubs you are to develop under the Multi-Unit Development Agreement, \$155,000 for 3 Clubs and \$155,000 plus \$22,500~~\$40,000~~ for each additional Club you agree to develop beyond the 3 ~~minimum~~ Clubs. The Development Fee is fully earned by us and due in lump sum when you sign the Multi-Unit Development Agreement. The Development Fee is not refundable under any circumstance.

Upon execution of the Multi-Unit Development Agreement, you also will sign a franchise agreement for your first Club. You will receive a \$60,000 credit from the Development Fee as payment in full of the Initial Franchise Fee due under your first franchise agreement. Upon execution of a lease for each Club you develop, you are required to sign our then-current franchise agreement for the next Club you are to develop, in accordance with your development schedule.

Upon signing the second franchise agreement in your development schedule, you will receive a credit of ~~\$24~~50,000 from the Development Fee ~~and pay the balance of \$24,000 as payment in full of the Initial Franchise Fee for the due under your second Club franchise agreement.~~ Upon signing the third franchise agreement in your development schedule, you will receive a credit of \$45,000 from the Development Fee as payment in full of the Initial Franchise Fee due under your third franchise agreement. Upon signing each additional franchise agreement in your development schedule, you will receive a credit of ~~\$22,500~~40,000 from the Development Fee ~~and pay the balance of \$22,500 as payment in full of the Initial Franchise Fee for each additional Club.~~

From time to time, we may offer special incentive programs as part of our franchise development activities. ~~We reserve the right to offer, modify or withdraw any incentive program without notice to you. We currently~~ We offer a twenty-five percent (25%) discount from the Initial Franchise Fee to honorably discharged veterans of the U.S. Armed Forces. We also currently offer a twenty percent (20%) discount from the Initial Franchise Fee to existing franchisees in good standing who desire to open an additional Club. You must sign a separate Franchise Agreement for each Club you will operate and pay the Initial Franchise Fee for each franchise on the date you sign each Franchise Agreement.

ITEM 6: OTHER FEES

Type of Fee	Amount	Due Date	Remarks
	current fee to train additional personnel is \$1,000 per person for full five-day training.	to the commencement of training	
Additional Training – Franchisee Convention or Business Meeting	\$1,000 per franchisee. You pay all travel and other related expenses incurred by all trainees.	As incurred	See footnote 4.
Conference Fee – Non-Attendance	\$1,500 per franchisee	As incurred	We may charge you a non-attendance fee if you fail to attend a required meeting, conference, or seminar. You are required to obtain any missed mandatory training at your cost.
Additional Training Assistance	Our then-current per diem rate for each trainer, plus travel and other expenses. Our current per diem rate is \$1,000 per day.	As incurred	We may impose this fee, payable to us, if you request additional training at your premises, or if you are operating below our standards and we require you to have additional training. You must also pay all costs of our trainer, which include but are not limited to, airfare, transportation, hotel and meals.
Interim Management Support Fee	The greater of 10% of Gross Revenue realized during the interim management period, or \$500 per day.	As incurred	We may impose this fee (in addition to all regularly occurring fees such as the Royalty Fee and Brand Fund Contributions), payable to us, if we provide on-site or virtual management of your Club. See footnote 5.
Examination of Books and Records	Cost of examination plus related expenses, up to \$10,000 per occurrence	As incurred	We have the right under the Franchise Agreement to examine your books, records and tax returns. If an examination reveals that you have understated any Gross Revenue report by 2% or more, you must pay to us the cost of the audit and all travel and related expenses, in addition to repaying monies and interest owed.
Evaluation Fee of Unapproved Item or Supplier	The greater of: (i) \$750 or (ii) actual costs of inspection and/or testing	As incurred	Payable to us. See footnote 6.

Type of Fee	Amount	Due Date	Remarks
Quality Review Services	Actual costs, up to \$10,000 per occurrence	As incurred	Payable to third-party providers.
Internal Systems Fee	Currently \$100 per week, subject to increase up to \$250 per week	Weekly	This fee offsets the cost of new or improved technology for the benefit of the System and the Club, including but not limited to assigned phone numbers and email addresses, a franchise portal, benchmarking platform or other operations or communications systems.
Liquidated Damages	Up to 24 months of Royalty Fees and Brand Fund Contributions	Upon termination of the Franchise Agreement due to your default, in a lump sum	If your Franchise Agreement is terminated due to your default, you must pay us the average monthly Royalty Fee and Brand Fund Contribution payable by you for the 12 months prior to your default multiplied by the lesser of 24 months or the number of months remaining in the term of your Franchise Agreement.
Indemnification	Amount of loss or damages plus costs	As incurred	See footnote 8.
Reimbursement of Cost and Expenses for Non-compliance	Actual costs and expenses	As incurred	See footnote 9.
Reimbursement of legal fees and expenses	Our legal costs to enforce your obligations	As Incurred	Payable to us.
Insurance Reimbursement	Amount paid by us for your insurance obligations, plus our expenses for obtaining the policies required	As incurred	You must reimburse us for any insurance costs and other fees we incur due to your failure to meet the insurance obligations required by the Franchise Agreement.
Taxes	Amount of taxes	When incurred	You must reimburse us for any taxes that we must pay to any taxing authority on account of either the operation of your Club or payments that you make to us, including, but not limited to any sales taxes or income taxes imposed by any authority.

configured, needs minimal construction, and has electricity, HVAC, and plumbing already completed. The previous tenant or the landlord may have already installed certain leasehold improvements that are compatible with Franchisor's specifications thus reducing certain costs. Sometimes you may receive a construction allowance from the landlord and if so, the costs may be reduced accordingly. The cost of leasehold improvements in the above table does not include expenses related to other line items in the table like "Furniture & Fixtures", "Other Equipment", or "Courts". Until a specific site is located and evaluated, a reliable estimate of costs cannot be projected. These costs are our best estimate based on the remodeling and finish-out rates that our affiliate has experienced with our Conquer Padel Club in Tempe, Arizona.

⁶ This includes the estimated cost to purchase and install 5 professional courts, and lighting as needed.

⁷ This is an estimate for the kitchen equipment for your Club, and includes refrigerators, freezers, mixers, preparation tables/shelves, storage systems, and smallwares.

⁸ This estimate includes posts, nets, maintenance equipment, cold plunge supplies and equipment, security systems, and phone systems.

⁹ This estimate is for the cost to produce and mount storefront signage on the exterior of the premises, as well as interior signage.

¹⁰ State and local government agencies typically charge fees for occupancy permits, operating licenses and construction permits. Franchisee will obtain all licenses required for the service of beer, wine and alcohol at the Club, if Franchisee serves alcohol. Costs may vary from the estimates based on the requirements of state and local government agencies. These fees are typically non-refundable.

¹¹ This estimate covers the purchase of a point-of-sale system hardware and initial software setup/installation fees, and back-office hardware (including POS terminals, hardware and software for credit/gift cards, thermal printers, office computer, and business management software). See Item 11 for additional information.

¹² Your initial inventory includes your first order of food, beverages, paper products, retail inventory, cleaning items, and any other consumable items sufficient for 2-4 weeks of operation of your Club.

¹³ This is an estimate of your professional fees, such as legal fees in reviewing the franchise offering and lease agreement.

¹⁴ Before you open for business, you must purchase and maintain at your sole cost and expense the insurance coverage that we specify. Insurance costs and requirements may vary widely in different localities. The estimate is for the first quarterly premium for required minimum insurance coverage. ~~We reserve the right to require additional types of insurance and coverage as provided in the Franchise Agreement.~~

¹⁵ This is an estimate of expected required expenses you may incur before operations begin and during the initial 3-month period of operation. This estimate reflects expenses for 3 months of rent, utilities, internet service, initial payroll and payroll taxes, equipment lease payments, and software fees. We relied upon the experience of our affiliate-owned Conquer Padel Club outlet opening in Tempe, Arizona and similar existing businesses to compile the estimate of these additional funds. ~~You should review these figures carefully with a business advisor before making any decision to invest in the franchise. These figures are estimates and we cannot guarantee that you will not have additional expenses starting your Club.~~

We do not offer financing for any part of the initial investment.

All fees and payments are non-refundable, unless otherwise stated or permitted by payee.

**YOUR ESTIMATED INITIAL INVESTMENT
(Multi-Unit)**

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is Made
Development Fee ¹	\$110,000	Lump sum payment in cash or available funds.	Upon signing the MUDA.	Us
Other Expenditures for first Club ²	\$1,119,250 - \$3,035,750	See first table	See first table	See first table
TOTAL	\$1,229,250 - \$3,145,750			

¹ These fees are discussed in Item 5. The estimate assumes you will open the required minimum of ~~32~~ Clubs. If you are permitted to develop additional Clubs, your development fee will increase by ~~\$22,500~~40,000 for each additional Club you commit to develop.

² These are the estimates to build out your first Club. Costs associated with building out additional Clubs are subject to factors that we cannot estimate or control, such as inflation, increased labor costs, or increase materials costs. These estimates assume you are opening Clubs approximately 34,000 square feet. These amounts will increase if the Clubs you are opening are larger than 34,000 square feet.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

We have identified various suppliers, distributors and manufacturers of equipment, inventory, and services that your Club must use or provide that meet our standards and requirements. You must purchase all equipment, fixtures, inventory, supplies and services from our designated suppliers and contractors or in accordance with our specifications. In the event that we designate an architect, you must use our designated architect for the construction of your Club and pay the architect’s then-current fee for those services.

Neither we nor any of our affiliates is an approved supplier of any good or service that you are required to lease or purchase; ~~however, we or our affiliate may be a supplier in the future.~~

None of our officers own any interest in any other approved or designated supplier for any product, good or service that you are required to purchase for the operation of your Club.

Before you take possession of your Club premises, you must purchase and maintain at your sole cost and expense the insurance coverage that we specify. The minimum insurance required is comprehensive general liability insurance, including bodily injury liability, personal injury, and advertising injury, in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, with no exclusion for assault and battery or bodily injury to sporting participants; worker’s compensation coverage as required by state law, employer liability insurance of at least \$1,000,000, employer practices liability of at least \$500,000; special form property insurance in an amount that covers the full replacement value of your furnishings, fixtures, equipment, inventory and leasehold improvements or the amount required by your lease, whichever is

higher; business interruption insurance for a minimum period of 12 months actual loss sustained to satisfy your obligations under your Franchise Agreement and lease; comprehensive automobile liability insurance with a combined single limit of at least \$1,000,000; cyber liability coverage of no less than \$1,000,000, including at least \$100,000 towards ransomware or cyber extortion, and \$500,000 for loss of business income from a cyber claim; and umbrella insurance of at least \$1,000,000. Each policy must be written by a responsible carrier or carriers acceptable to us and must name us, and our respective officers, directors, partners, agents and employees as additional insured parties, and contain a waiver of the insurance company's rights of subrogation against us.

We approve suppliers after careful review of the quality of the products they provide to us and you. If you would like us to consider another item or supplier, you must make such request in writing to us and have the supplier give us samples of its product or service and such other information that we may require. If the item and/or supplier meet our specifications, as we determine in our sole discretion, we will approve it as an additional item or supplier. We will make a good-faith effort to notify you whether we approve or disapprove of the proposed item or supplier within 6 months after we receive all required information to evaluate the product or service. If we do not approve any request within 6 months, it is deemed unapproved. We reserve the right to revoke approval of any item or supplier that does not continue to meet our then-current standards. Our criteria for approving items and suppliers are not available to you. If you request that we approve a proposed item or supplier, we may charge you an evaluation fee equal to our actual cost and expense of inspection and testing.

We maintain written lists of approved items of equipment, fixtures, inventory and services (by brand name and/or by standards and specifications) and a list of designated suppliers and contractors for those items. We update these lists periodically and issue the updated lists to all franchisees.

In our recent fiscal year ending ~~February 28, 2025~~ December 31, 2024, neither we nor any of our affiliates has received any revenue from franchisees' required purchases or leases. We and our affiliates have not received any other revenue, rebates, discounts or other material consideration from any other suppliers based on your required purchases of products, supplies or equipment; however, we may do so in the future, and any rebates or discounts we receive may be kept by us in our sole discretion.

We estimate that your purchase or lease of products, supplies and services from approved suppliers (or those which meet our specifications) will represent approximately 25% – 45% of your costs to establish your Club and approximately 10% – 20% of your costs for ongoing operation.

Currently, there are no purchasing or distribution cooperatives. ~~However, we can require that you make your purchases through a cooperative if one is formed.~~

From time to time, we may negotiate purchase arrangements, including price terms, with designated and approved suppliers on behalf of all franchisees. As of the date of this Disclosure Document, we have not created any purchasing arrangements with suppliers.

We provide no material benefits (such as the grant of additional franchises) based on your use of designated sources; however, failure to use approved items or designated suppliers and contractors may be a default under the Franchise Agreement. Additionally, when there is any default under the Franchise Agreement, we reserve the right, in addition to other remedies available under the Franchise Agreement, to direct suppliers to withhold furnishing products and services to you.

ITEM 9: FRANCHISEE'S OBLIGATIONS

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

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

1. Pre-Opening Obligations

Before you open your Club, we will:

- a. provide you with site selection guidelines and approve a location for your Club. You must identify a site that meets our approval and sign a lease for the Club within 12 months after you sign the Franchise Agreement. We consider the following factors in approving a site: general location and neighborhood, distance from neighboring franchise territories, proximity to major roads and residential areas, traffic patterns, condition of premises, and demographic characteristics of the area. If you do not secure a site that meets our approval within 12 months of signing the Franchise Agreement, as we may extend in our reasonable discretion, you will be in default and we reserve the right to terminate the Franchise Agreement. We will not own and/or lease a site to you. You are responsible for negotiating a lease with the owner of a site we approve. If you sign our Multi-Unit Development Agreement, we will approve the location and territory of each Club you develop in accordance with our then-current standards- within 10 days of submission to us. (Franchise Agreement, Sections 8.1.2, 8.1.3 10.1).
- b. provide you with specifications for the layout, design, appearance, and signage for your Club, and approve, in our reasonable discretion, your contractor(s). ~~You and your contractor are required to adapt our specifications for the construction of your premises and obtain permits.~~ We do not adapt plans or obtain permits for you. (Franchise Agreement, Sections 8.2.1, 10.2).
- c. loan to you the Conquer Padel Club Operations Manual, other manuals and training aids we designate for use in the operation of your Conquer Padel Club Franchise, as they may be revised from time to time. (Franchise Agreement, Section 10.3).
- d. provide a written list of equipment, signage, supplies and products that will be required to open the Club. We and our affiliates are not obligated to install any of these items (Franchise Agreement, Section 10.5, 10.7).
- e. provide initial training virtually and at our headquarters in Tempe, Arizona and/or affiliate-owned outlet. ~~We reserve the right to designate an alternative location for the initial training.~~ We will determine, in our sole discretion, whether you satisfactorily complete the initial training. (Franchise Agreement, Sections 7.1, 7.2).
- f. provide a trainer at your premises for on-site training, supervision and assistance for up to 5 days upon the opening of your Club. (Franchise Agreement, Section 7.3).
- g. provide you with standards for training of your employees. We do not otherwise assist you with employee hiring and/or training. (Franchise Agreement, Section 12.1.7).
- h. subject to applicable law, recommend minimum and maximum prices for products and services at your Club (Franchise Agreement, Section 12.5).

- i. approve your grand opening marketing plan (Franchise Agreement, Sections 13.2.3 and 13.6).
- j. purchase and assign a telephone number to you for the operation of your Club (Franchise Agreement, Section 10.11).

2. Time to Open

We estimate the typical length of time between the signing of the Franchise Agreement and the time you open your Club to be 12 to 18 months. Factors that may affect this time period include your ability to acquire financing or permits, secure your lease and build out of your premises, have signs and equipment installed in your premises, and completion of required training. You must commence operations within eighteen (18) months of signing the Franchise Agreement. If you have not opened your Club within 18 months of signing the Franchise Agreement, you must obtain our consent to extend the time to open, which we may or may not grant, at our discretion. Failure to open your Club within the original time as extended is a default of the Franchise Agreement. (Franchise Agreement, Sections 8.1, 8.3)

3. Obligations After Opening

During the operation of your franchise, we will:

- a. offer from time to time, in our discretion, mandatory or optional additional training programs. ~~If we require it, you must attend mandatory additional training, including ongoing and refresher training for up to 3 days each year, and an annual business meeting or franchisee conference, for up to 3 days each year at a location we designate. Failure to attend mandatory additional training or an annual business meeting or conference is a default of the Franchise Agreement. We reserve the right to impose a reasonable fee for tuition and/or attendance for all additional training programs, including the annual business meeting or conference. You must also pay your transportation, lodging, meals and other expenses to attend any mandatory training program. If you fail to attend any mandatory training program, you are required to obtain the training at a location we designate, at your sole cost, which includes tuition at the then current rate, plus all of your travel costs and our trainer's travel costs. (Franchise Agreement, Section 7.4).~~(Franchise Agreement, Section 7.4).
- b. upon your request, or as we determine to be appropriate, provide on-site remedial training and assistance at your premises. ~~For any on-site remedial training, you must reimburse all costs for the services of our trainer, including but not limited to the trainer's then current per diem fee and all travel related expenses, such as transportation, meals and lodging. The current fee is \$1,000 per trainer per day of on-site training (Franchise Agreement, Section 7.5).~~
- c. upon your request, provide individualized assistance to you within reasonable limits by telephone, video conferencing, electronic mail or postage service, subject at all times to availability of our personnel and in reasonable limits (Franchise Agreement, Section 7.6).
- d. from time to time, as may become available, provide you with samples or digital artwork, advertising and promotional materials (Franchise Agreement, Section 10.6).
- e. conduct inspections of your Club, at the frequency and duration that we deem advisable. Such inspections include evaluating your service and premises to ensure that they meet our standards (Franchise Agreement, Section 10.4).

- f. provide you with any written specifications for required equipment, products and services and updated lists of any approved suppliers of these items (Franchise Agreement, Section 10.7).
- g. subject to applicable law, recommend minimum and maximum prices for products and services at your Club (Franchise Agreement, Section 12.5).
- h. approve or disapprove of all advertising, direct mail, and other promotional material and campaigns you propose in writing to us. We will respond within 10 business days, either accepting or rejecting the proposed material and/or campaign; however, if we do not respond within 10 business days, the proposed material and/or campaign is deemed “disapproved”. (Franchise Agreement, Section 13.6).

4. Advertising

~~We will conduct advertising and other brand development activities on behalf of the System through the System wide Brand Fund, which is described below. We have no obligation to conduct any other advertising. Neither we nor the Brand Fund are required to spend any amount on advertising, promotion, public relations, merchandising or media in your territory or area where your Club is located.~~

Local Advertising (Franchise Agreement, Sections 13.2, 13.5 and 13.6)

~~We require you to spend a minimum of \$20,000 on grand opening advertising and promotional activities at least 30 days prior to, and for 60 days after, the opening of your Club. You will conduct a grand opening campaign in accordance with plans approved by us. Following your grand opening campaign, you are required to spend at least (i) \$2,000 per month for the first 6 months of operation, and (ii) \$1,000 per month thereafter, on advertising for the Club in your territory. We may increase the amount you spend on local advertising up to 10% each year. We must approve all advertising materials.~~

You may develop advertising materials for your own use at your own cost, and you may use marketing materials that we may offer to you from time to time. You may not use any advertising or marketing materials, including press releases, unless they have been approved in advance in writing by us, which approval may be withheld in our discretion. We will respond to your request for approval within 10 business days; however, if we do not respond within 10 business days, the proposed advertising or marketing material is deemed “disapproved”.

~~We do not provide for placement of local advertising on your behalf, and we have no obligation to spend any amount on advertising in your area or territory. You are responsible for local advertising placement. If feasible, you may do cooperative advertising with other Conquer Padel Club franchisees in your area, with our prior written approval. You may not maintain any business profile on Facebook, X, Bluesky, Instagram, LinkedIn, TikTok, YouTube, or any other social media and/or networking site, except in accordance with our specifications.~~

Brand Fund (Franchise Agreement, Section 13.3)

You are required to contribute 2% of your Gross Revenue monthly to our systemwide Brand Fund. Each Conquer Padel Club operated by our affiliates or us may, but is not obligated to, contribute to the Brand Fund on the same basis as System franchisees. In our discretion, we may increase the Brand Fund Contribution, from time to time, to an amount not to exceed 4% of your Gross Revenue.

The Brand Fund is administered by our accounting and marketing personnel. We may use Brand Fund contributions to pay any and all costs for developing, producing and disseminating advertising, marketing,

promotional and public relations materials, programs, campaigns, sales and marketing seminars and training programs of every kind and nature, through any media we determine; conducting marketing research and employing advertising agencies; Systemwide franchisee development programs and activities; developing, enhancing and maintaining our website, social media platforms, apps, and other technology for the benefit of the Brand image and/or Systemwide improvements; and staff salaries and other personnel and departmental costs for advertising that we internally administer or prepare.

~~The Brand Fund will not be used to defray any of our other general operating expenses. Brand Fund contributions will not be used to solicit new franchise sales; provided however, we have the right to use the Brand Fund for public relations, to explain the franchise system, and/or include "Franchises Available" or similar language and contact information in advertising produced with Brand Fund contributions.~~

~~The Brand Fund collects and expends contributions for the benefit of the System as a whole. We have the right to use the Brand Fund contributions to place advertising in national, regional or local media (including broadcast, print, or other media) and to conduct marketing campaigns through any channel, in our discretion, including but not limited to, internet and direct-mail campaigns. We have no obligation, however, to use the Brand Fund to place advertising or conduct marketing campaigns in any particular area, including the geographical area where your Club is located.~~

~~We have no obligation to make expenditures that are equivalent or proportionate to your Brand Fund contribution or to ensure that you benefit directly or pro rata from the production or placement of advertising from the Brand Fund.~~

The Brand Fund is not audited. An annual unaudited financial statement of the Brand Fund is available to any franchisee upon written request.

If we spend more or less than the total of all contributions to the Brand Fund in any fiscal year, we may carry forward any surplus or deficit to the next fiscal year. Although the Brand Fund is intended to be of perpetual duration, we may terminate it at any time and for any reason or no reason. We will not terminate the Brand Fund, however, until all monies in the Brand have been spent for advertising or promotional purposes or returned to contributors, without interest, on the basis of their respective contributions.

No Brand Fund contributions were required, made or expended in our most recently concluded fiscal year.

Regional Advertising (Franchise Agreement, Section 13.4)

Currently, our System has no regional advertising fund or cooperative. However, we may decide to establish a regional fund or cooperative in the future and your participation may be mandatory, in our sole discretion. A regional cooperative will be comprised of all franchised Conquer Padel Club outlets in a designated geographic area. Our affiliate-owned outlets may participate in a regional cooperative, in our sole discretion. Each Conquer Padel Club outlet will have one vote in the cooperative. We will determine in advance how each cooperative will be organized and governed. We have the right to form, dissolve, merge or change the structure of the cooperatives. If a cooperative is established during the term of your Franchise Agreement, you must sign all documents we request and become a member of the cooperative according to the terms of the documents. Currently, there are no governing documents available for your review.

If we establish a regional advertising fund or cooperative, you must contribute amounts equal to your share of the total cost of cooperative advertising. Your contributions to a regional advertising fund or cooperative will be in addition to your required contributions to the Brand Fund; however, up to 50% of your local advertising expenditure requirement may be credited to your required regional cooperative contributions.

Advertising Council (Franchise Agreement, Section 9.6)

We do not have an advertising council composed of franchisees that advises us on advertising policies. The Franchise Agreement gives us the right, in our discretion, to create a franchisee advisory council to communicate ideas, including proposed advertising policies. If created, we will determine in advance how franchisees are selected to the council, which may include factors such as a franchisee's level of success, superior performance, and outlet profitability. We reserve the right to change or dissolve the council at any time.

5. **Computer Systems** (Franchise Agreement, Section 12.3)

You must purchase and use the Computer System we specify, and have the latest versions of hardware, software and computer platforms to operate the Computer System. The Computer System we require includes integrated POS and club management software and performs a variety of functions, including bookings, reservations, pro shop inventory management, gift card and loyalty program management, payment processing, and sales report generation.

~~You are required to use all software and applications that we specify and pay any subscription or access fees associated with them.~~ The current cost to purchase the required hardware and software for the Computer System is \$10,000 - \$24,000.

~~We may in the future establish or modify the sales reporting systems as we deem appropriate for the accurate and expeditious reporting of Gross Revenue, and you must fully cooperate in implementing any such system at your expense.~~

The Computer System allows us to independently and remotely access all of your sales data, including your Gross Revenue, through the Internet. There are no contractual limitations on our right to have full access to this information. We may retrieve, download, analyze and store such information and data at any time. We own all customer and financial data stored in your Computer System.

There are no contractual limitations on the frequency and cost of upgrades and/or updates to the above-described systems or programs. We have no obligation to maintain, repair, update or upgrade your computer hardware and software. At your cost, you must provide on-going maintenance and repairs to your computer and software. You must upgrade your computer hardware and software as necessary to operate the most current version of the Computer System or any replacements thereto. We cannot estimate the cost of maintaining, updating and upgrading your computer hardware and software because it will depend on the make and model of your hardware, required upgrades to operate our current management and payment processing applications, repair history, usage, local cost of computer maintenance services in your area and technological advances that we cannot predict-, however, these updates will not exceed \$10,000 per occurrence.

6. **Table of Contents of Operations Manual**

The Table of Contents of our Conquer Padel Club Operations Manual, current as of the date of this Disclosure Document, is attached as Exhibit E. The Operations Manual has an approximate total of 256 pages.

7. **Training** (Franchise Agreement, Article 7)

You (if the franchisee is an individual) or all of your owners (if the franchisee is a business entity), and your general manager must complete our Initial Training Program, to our satisfaction, at least 2 weeks, but no more than 6 weeks, before opening your Club. We will train you at our headquarters in Tempe, Arizona and/or our affiliate-owned outlet or franchised-owned outlet, or at another location we specify. Training will be led by Enrique Garcia, Barry Falcon, Thomas Konkowski, Gonzalo Mata, Lisa Kathryn Riefkohl Henrichsen, or Gilberto Canez Araque, who have all held founder or development positions since our inception.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
History/Philosophy of Conquer Padel	0.5	0	Tempe, Arizona
Use of the Manual	0.5	0	Tempe, Arizona
Pre-Opening Procedures	4	0	Tempe, Arizona
Marketing and Promotion	2	0	Tempe, Arizona
People Development	3	0	Tempe, Arizona
Sales	2	2	Tempe, Arizona
Daily Operating Procedures	2	8	Tempe, Arizona
Service Procedures – Padel	2	24	Tempe, Arizona
Service Procedures – Grab N’ Go	2	8	Tempe, Arizona
Managing the Business	2	4	Tempe, Arizona
Totals	20	46	

We periodically conduct our Initial Training Program throughout the year, as needed. Training is provided by our current management team experienced in all aspects of Conquer Padel Club brand and System.

Our training materials consist of our Operations Manual, presentations, tutorials, and on-the-job training and activities.

The cost of our instructors and training materials for up to 3 individuals is included in the Initial Franchise Fee. You must pay for all travel and personal expenses, including, but not limited to, all costs for your transportation, meals, and lodging for yourself and your personnel. Our ~~current~~ fee to provide initial training to any additional trainee is \$1,000 per person.

~~If you do not complete our Initial Training Program to our satisfaction, we reserve the right to terminate the Franchise Agreement.~~

We will provide you with on-site training, supervision and assistance for up to 5 days upon the opening of your Club.

We may establish a train-the-trainer program for your Club. If we establish such a program, you will be required to participate and have at least 1 certified trainer at your Club. We reserve the right to impose a reasonable fee for any train-the-trainer program(s), and you will be responsible for all incidental expenses you incur in attending this training.

We may conduct mandatory or optional additional training programs. If we require it, you must attend mandatory additional training, including an annual business meeting or franchisee conference, for up to 6 days each year at a location we designate. We reserve the right to impose a reasonable fee, up to \$500 per day, for tuition and/or attendance for all additional training programs, including the annual business meeting or conference. You must also pay for your transportation, lodging, meals and other expenses to attend any mandatory training program. ~~If you fail to attend any mandatory training program, you are required to obtain the training at a location we designate, at your sole cost, which includes tuition at the then-current rate, plus all of your travel costs and our trainer's travel costs.~~

ITEM 12: TERRITORY

Under the Franchise Agreement, you have the right to establish and operate 1 Conquer Padel Club outlet within a limited protected territory that will be defined after the site of your Club is identified and approved by us (the "Territory"). You are required to find and obtain possession of a specific site for your Club in a non-exclusive site search area that meets our site selection criteria and our approval. Your Territory will be all or a portion of a listed town, city, or county, and will be identified by a marked map and/or list of one or more contiguous zip codes. The Territory is determined on an individual basis taking into account minimum numbers of households and population demographics. Your Territory will be an area that has a residential population of approximately 100,000 living and working individuals. Your Territory will be identified and attached to your Franchise Agreement as Attachment 2. If you sign our Multi-Unit Development Agreement, we will designate the territory of each outlet you develop in accordance with our then-current standards.

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

During the term of your Franchise Agreement, and provided that you are not in default of your Franchise Agreement, we will not, and will not permit anyone else to, open another dedicated Conquer Padel Club premises within your Territory. However, notwithstanding this protection right we grant to you, we reserve all rights to sell, either directly or through others, our products and services at non-traditional or captive market venues in the Territory, such as schools, camps, institutional/professional campuses, and conferences. We further reserve all rights to sell our products and services through alternative distribution channels.

There is no minimum sales requirement, market penetration or other contingency that will affect your limited protected right to operate in the Territory during the term of your Franchise Agreement, unless you are in default of your obligations to us.

You may not change the location of your Club without our written consent, which we may withhold in our sole discretion. If we give our consent, we will charge you a relocation fee equal to 25% of the then-current initial franchise fee. You must pay us 50% of this relocation fee when we agree to work with you on relocating your Club. The factors we consider in permitting a relocation include: loss of your premises not due to your default, demographics of the surrounding area of the proposed relocation site, proximity to

We also license to you the following Principal Trademark, which has no registration or trademark application pending with the U.S. Patent and Trademark Office:



We intend to renew the registration and file all appropriate affidavits for the registered mark at the times required by law.

We do not have a federal registration for our Principal Trademarks. Therefore, our Principal Trademarks do not have many legal benefits and rights as a federally registered trademark. If our right to use either of these trademarks is challenged, you may have to change to an alternative trademark, which may increase your expenses.

You must notify us immediately when you learn about an infringement of or challenge to your use of the Principal Trademarks or other Marks. We will take any action we think appropriate as required by the franchise agreement and, if you have given us timely notice and are in full compliance with the Franchise Agreement, we will indemnify you for all expenses and damages arising from any claim challenging your authorized use of the Principal Trademarks or other Marks. We have the right to control any administrative proceedings or litigation involving the Principal Trademarks or other Mark licensed by us to you. ~~You~~As required by the franchise agreement, you must cooperate fully with us in defending and/or settling the litigation.

We reserve the right to substitute different Marks if we can no longer use the current Marks, or if we determine that substitution of different Marks will be beneficial to the System. In such event, we may require you, at your expense, to modify or stop using any Mark, including the Principal Trademarks, or to use one or more additional or substitute Marks.

~~You must not directly or indirectly contest our affiliate's right, or our right, to the Principal Trademarks or other Marks.~~

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeals Board, the Trademark Administration of any state, or any court relating to the Marks. There is no pending infringement, opposition or cancellation. There is no pending material federal or state court litigation involving the Principal Trademarks or other Marks.

There are no currently effective agreements that significantly limit our rights to use or license the use of the Principal Trademarks or other Marks in a manner material to the franchise.

As of the date of this Disclosure Document, we know of no superior prior rights or infringing uses that could materially affect your use of the Principal Trademarks.

ITEM 14: PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We hold no patents and have no pending patent applications that are material to the franchise. We have registered no copyright with the United States Copyright Office. However, we claim copyrights on certain forms, advertisements, promotional materials, photographs, and other written materials. We also claim copyrights and other proprietary rights in our Operations Manual, website and social media content.

There are no current material determinations of, or proceedings pending in, the United States Patent and Trademark Office, the U.S. Copyright Office, or any court regarding any of our copyrights discussed above.

There are no agreements currently in effect that limit your right to use any of our copyrights. As of the date of this Disclosure Document, we are unaware of any infringing uses of or superior previous rights to any of our copyrights that could materially affect your use of them.

If you develop any new concept, process, product, service, or improvement (“Improvement”) in the operation or promotion of the Club, you are required to promptly notify us and provide us with all requested information related to the Improvement and sign all documents necessary for us to obtain full proprietary rights to the Improvement. We have no obligation to compensate you for the Improvement or for any cost you incur to sign over your rights to the Improvement to us.

You must notify us immediately when you learn about an infringement of or challenge to your use of our copyrights: as required by the franchise agreement. We will take any action we think appropriate and, if you have given us timely notice and are in full compliance with the Franchise Agreement, we will indemnify you for all expenses and damages arising from any claim challenging your authorized use of our copyrights. We have the right to control any administrative proceedings or litigation involving our copyrights licensed by us to you. You must cooperate fully with us in defending and/or settling the litigation.

During the term of the Franchise Agreement, you may have access to and become acquainted with our trade secrets, including, but not limited to, methods, processes, customer lists, vendor partnerships and/or relationships, sales and technical information, financial information, costs, product prices and names, software tools and applications, website and/or email design, products, services, equipment, technologies and procedures relating to the operation of the Club; the Manual; methods of advertising and promotion; instructional materials; any other information which Franchisor may or may not specifically designate as "confidential" or "proprietary"; and the components of the System, whether or not such information is protected or protectable by patent, copyright, trade secret or other proprietary rights (collectively called the “Confidential Information”). You agree that you will take all reasonable measures to maintain the confidentiality of all Confidential Information in your possession or control and that all such Confidential Information and trade secrets shall remain our exclusive property. You may never (during the Initial Term, any Successor Term, or after the Franchise Agreement expires or is terminated) reveal any of our confidential information to another person or use it for any other person or business. You may not copy any of our Confidential Information or give it to a third party except as we authorize in writing to you prior to any dissemination. Your personnel who have access to our Confidential Information must sign our Confidentiality/Non-Competition Agreement (Franchise Agreement, Attachment 8).

You must promptly tell us when you learn about unauthorized use of any Confidential Information. We are not obligated to take any action but will respond to this information as we think appropriate. We will indemnify you for losses brought by a third party concerning your use, in strict compliance with the Franchise Agreement, of the Confidential Information.

ITEM 15: OBLIGATIONS OF THE FRANCHISEE TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

The Franchise Agreement neither requires nor recommends that you personally direct the day-to-day operation of your Club. You may appoint a non-owner manager of your Club; however, you, or your Operating Partner, are ultimately responsible for ensuring that your Club complies with our standards, the Manual and the Franchise Agreement. Your Club must, at all times, be managed by you, your Operating Partner, or by the general manager. Your manager must meet our qualifications and successfully complete our Initial Training Program and all other training courses we require. Your manager must devote full time

to the job and cannot have an interest or business relationship with any of our competitors. Your manager is not required to have an equity interest in the franchisee entity.

Your manager and all other personnel who will have access to our proprietary and Confidential Information and training must sign our Confidentiality and Non-Compete Agreement, which is attached to our Franchise Agreement as Attachment 8. If your Club is owned by an entity, all owners of the entity must personally sign the Franchise Agreement as a Principal. If you are a married individual, your spouse must sign our Spouse Guaranty, which is attached to our Franchise Agreement as Attachment 7.

ITEM 16: RESTRICTION ON WHAT FRANCHISEE MAY SELL

You must offer and sell all services that are part of the System, ~~and all services and products that we incorporate into the System in the future.~~ You may only offer services and products that we have previously approved.

You may not use our Principal Trademarks for any other business, and you may not conduct any other business from your Club premises. You cannot engage in any other business (other than an additional Conquer Padel Club outlet) that competes with your Club, with our affiliates, or us or with Conquer Padel Club outlets owned by other franchisees, whether such business is inside or outside of the Territory.

We may add to, delete from or modify the products and services that you can and must offer. You must abide by any additions, deletions and modifications. There are no other limits on our rights to make these changes.

You may only sell products and services in the manner we prescribe. You may only solicit sales from customers in your Territory. Your local advertising must target customers in your Territory, although the reach of your local advertising may extend beyond your Territory, provided that you do not advertise in any medium whose primary circulation is in another Conquer Padel Club franchisee’s territory. You may service a customer who comes to your Club premises from outside of your Territory, provided that you did not solicit the customer in violation of your Franchise Agreement.

ITEM 17: RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

	Provision	Section in Franchise Agreement	Summary
a.	Length of the franchise term	Art. 4	Term is 10 years
b.	Renewal	Art. 5	If you are in good standing as defined below, you can sign a successor agreement for up to two (2) additional terms of 5 years, unless we have determined, in our sole discretion, to withdraw from the geographical area where your Franchise is located.
c.	Requirements for franchisee to renew or extend	Sections 5.1 and 5.2	Be in full compliance, have no more than three (3) events of default during current term; provide written notice to us at least six months

	Provision	Section in Franchise Agreement	Summary
			owned); do any act that could damage the goodwill of the Marks or System, or disrupt or jeopardize our business or that of our franchisees.
s.	Modification of the agreement	Sections 9.4, 14.6, 19.1.4 and 21.12	No oral modifications generally, but we may change the Operations Manual and System standards at any time. You may be required to implement these changes at your own costs. We have the right to modify our Marks at any time upon written notice to you.
t.	Integration/merger clause	Section 21.12	Only the terms of the Franchise Agreement and other related written agreements, such as any attachments to the Franchise Agreement or addenda, are binding (subject to applicable state law.) Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable. 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.
u.	Dispute resolution by arbitration or mediation	Sections 20.1, 20.2, 20.3	At our option, claims that are not resolved internally may be submitted to non-binding mediation at our headquarters, and then to binding arbitration, excluding claims related to injunctive relief, anti-trust, the trademarks, possession of the Club premises and post-termination obligations. Subject to state law.
v.	Choice of forum	Section 20.5	Litigation takes place in Arizona, subject to applicable state law.
w.	Choice of law	Section 20.5	Arizona law applies, subject to applicable state law.

**THE FRANCHISE RELATIONSHIP
(UNDER THE MULTI-UNIT DEVELOPMENT AGREEMENT)**

This table lists certain important provisions of the multi-unit development agreement. You should read these provisions in the agreement attached to this disclosure document.

	Provision	Section in Multi-Unit Development Agreement	Summary
a.	Length of the franchise term	Art. 3	The date on which Developer successfully and in a timely manner has complied with all of Developer's obligations and has completed the development obligations in accordance with the Development Schedule.
b.	Renewal or extension of the Term	Not Applicable	Not Applicable
c.	Requirements for franchisee to renew or extend	Not Applicable	Not Applicable
d.	Termination by franchisee	Not Applicable	You may seek termination upon any grounds available by state law.
e.	Termination by franchisor without cause	Not Applicable	Not Applicable

	Provision	Section in Multi-Unit Development Agreement	Summary
			or disrupt or jeopardize our business or that of our franchisees.
s.	Modification of the agreement	Section 11.12	No oral modifications. No amendment of the provisions will be binding upon either party unless the amendment has been made in writing and executed by all interested parties.
t.	Integration/merger clause	Section 11.12	Only the terms of the Multi-Unit Development Agreement and other related written agreements are binding (subject to applicable state law.) Any representations or promises outside of Multi-Unit Development Agreement may not be enforceable. Notwithstanding the foregoing, nothing in the Multi-Unit Development Agreement is intended to disclaim the express representations made in this Franchise Disclosure Document. 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.
u.	Dispute resolution by arbitration or mediation	Sections 10.1, 10.2, 10.3, and 10.4	At our option, claims that are not resolved internally may be submitted to non-binding mediation at our headquarters, and then to binding arbitration, excluding claims related to injunctive relief, anti-trust, the trademarks, possession of the Club premises and post-termination obligations. Subject to state law.
v.	Choice of forum	Section 10.5	Litigation takes place in Arizona, subject to applicable state law.
w.	Choice of law	Section 10.5	Arizona law applies, subject to applicable state law.

See the state addenda to this Franchise Disclosure Document and the Franchise Agreement for special state disclosures.

ITEM 18: PUBLIC FIGURES

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

ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC’s Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure 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 any such representations either orally or in writing. If you are purchasing an existing

outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Thomas A. Konkowski, 7760 S Priest Drive, Suite 108, Tempe, Arizona, 85284, 520-646-0886, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

**System-wide Outlet Summary
For Years 2022 to 2024**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Company – Owned	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Total Outlets	2022	0	0	0
	2023	0	0	0
	2024	0	0	0

Table No. 2

**Transfers of Outlets From Franchisees to New Owners (Other than the Franchisor)
For Years 2022 to 2024**

State	Year	Number of Transfers
None	2022	0
	2023	0
	2024	0
Total	2022	0
	2023	0
	2024	0

Table No. 3

**Status of Franchised Outlets
For Years 2022 to 2024**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
None	2022	0	0	0	0	0	0	0

	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Total	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0

Table No. 4

**Status of Company Owned Outlets
For Years 2022 to 2024**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
None	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
Total	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0

Table No. 5

Projected Openings as of ~~February 28, 2025~~ December 31, 2024

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company Owned Outlets in the Next Fiscal Year
Arizona	0	2	1
Colorado	0	2	1
Nevada	0	2	0
Texas	0	2	0
Total	0	8	2

Exhibit F lists the location of each Conquer Padel Club franchised outlet in our System and each franchisee during our last fiscal year who has had an outlet terminated, canceled, not renewed, or has otherwise voluntarily or involuntarily ceased to do business under the franchise agreement or has not communicated with us within 10 weeks of the date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three (3) fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system.

There are no trademark-specific franchisee organizations associated with the franchise system being offered in this Franchise Disclosure Document.

ITEM 21: FINANCIAL STATEMENTS

Conquer Franchise Group LLC was formed on November 25, 2024. Because we have not been in business for three years, we are not able to include the three prior years of audited financial statements normally required by this Item 21. Our audited financial statements, which are comprised of our balance sheet as of December 31, 2024, and our statements of operations, members' equity, and cash flows for the period from inception to December 31, 2024, are included in Exhibit D. Our unaudited balance sheet and profit and loss statement as of and through May 31, 2025 are also included in Exhibit D.

Our fiscal year end is ~~February 28~~December 31.

ITEM 22: CONTRACTS

A copy of all proposed agreements regarding the franchise offering are included in this Disclosure Document, as follows:

- Exhibit B – The Franchise Agreement;
- Exhibit C – The Multi-Unit Development Agreement;
- Exhibit H – Acknowledgement Statements, as permitted by state law.

ITEM 23: RECEIPT

A receipt in duplicate is attached to this Disclosure Document as Exhibit J. You should sign both copies of the receipt. Keep one copy for your own records and return the other signed copy to Thomas A. Konkowski, 7760 S Priest Drive, Suite 108, Tempe, Arizona, 85284.

**These Financial Statements Have Been Prepared without an Audit.
Prospective Franchisees or Sellers of Franchises Should be Advised that No
Independent Certified Public Accountant Has Audited These Figures or
Expressed an Opinion with Regard to their Content or Form**

CFG 5/31/2025 - Balance Sheet - As of 5/31/2025
(Includes unrealized gains) (Cash Basis)

6/13/2025

Page 1

Account	5/31/2025 Balance
ASSETS	
Cash and Bank Accounts	
CFG - Checking	9,987.23
TOTAL Cash and Bank Accounts	9,987.23
<hr/>	
TOTAL ASSETS	9,987.23
LIABILITIES & EQUITY	
LIABILITIES	
Credit Cards	
CFG - Loan #1	24,696.39
CFG - Loan #2	36,729.92
TOTAL Credit Cards	61,426.31
<hr/>	
TOTAL LIABILITIES	61,426.31
EQUITY	-51,439.08
<hr/>	
TOTAL LIABILITIES & EQUITY	9,987.23

CFG 5/31/2025 - Itemized Categories

1/1/2025 through 5/31/2025 (Cash Basis)

6/13/2025

Page 1

Date	Account	Description	Amount
	INCOME		-500.00
	Management Fees		-500.00
	Conquer Padel Management		-500.00
	EXPENSES		-3,133.17
	Advertising (Business)		-11,455.96
	Franchise Sale Org.		-10,000.00
	Software		-602.97
	Website		-198.52
	Workshops - Seminars		-654.47
	Auto & Transport		-181.00
	Parking		-181.00
	Conquer Franchise		-3,835.43
	Consulting		-1,210.43
	Trade Show		-2,625.00
	Fees & Charges		-1.95
	Bank Fee		-1.95
	Loan - CFG		60,000.00
	Interest Accued - 15% Annually		60,000.00
	Meals & Entertainment (Business)		-66.46
	Misc. Expense (Business)		-706.28
	Industry Reseach		-582.28
	Other Misc. Expense (Business)		-124.00
	Office Expenses (Business)		-3,098.62
	Supplies		-98.62
	Other Office Expenses (Business)		-3,000.00
	Prof and Legal Fees		-26,785.75
	Consulting Services		-1,629.49
	State Franchise Fees		-4,314.26
	Training		-1,298.00
	Other Prof and Legal Fees		-19,544.00
	Travel (Business)		-16,853.52
	Airfare		-6,359.63
	Car Rental		-528.84
	Hotel		-7,981.19
	Meals - Self or Company Grp		-1,588.23
	Ride Share		-395.63
	Utilities (Business)		-148.20
	Telephone (Business)		-148.20
	TRANSFERS		23.99
	CFG - Savings		23.99
	OVERALL TOTAL		-3,609.18

**ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT,
AND MULTI-UNIT DEVELOPMENT AGREEMENT
REQUIRED BY THE STATE OF CALIFORNIA**

The Department of Financial Protection and Innovation for the State of California requires that certain provisions contained in franchise documents be amended to be consistent with California Franchise Investment Law, Cal. Corp. Code Section 31000 et seq., and of the Rules and Regulations promulgated thereunder. To the extent that this Disclosure Document contains provisions that are inconsistent with the following, such provisions are hereby amended.

1. 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.

2. 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.

3. Item 3 is amended to add:

Neither Franchisor nor any person described in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C. 8.78(a) et seq. suspending or expelling such persons from membership in such association or exchange.

4. Item 17 is amended to state:

(a) The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. § 101 et seq.).

(b) 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.

(c) The franchise agreement contains a liquidated damages clause. Under California Civil Code section 1671, certain liquidated damages clauses are unenforceable.

5. The franchise agreement requires binding arbitration. The arbitration will occur in Maricopa County, Arizona or at the offices of the American Arbitration Association or in the county where the principal place of business of Franchisee is then located, with the costs being borne by both parties. 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.

6. California Business and Professions Code sections 20000 through 20043 (the Franchise Relations Act) provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law

will control. In particular, Business and Professions Code section 20010 voids a waiver of your rights under the Franchise Relations Act.

7. Section 31125 of the California Corporation Code requires us to provide you with a disclosure document before asking you to agree to a material modification of an existing franchise.
8. The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law. (11 U.S.C.A. Sec. 101 et seq.).
9. 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.
10. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
11. The franchise agreement requires application of the laws of Arizona. This provision may not be enforceable under California law. You may want to consult an attorney to understand the impact of out-of-state governing law on the franchise agreement.
12. 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).
13. The highest interest rate allowed by law in California is 10% annually.
14. 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.
15. 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.
16. The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

FRANCHISOR:
CONQUER FRANCHISE GROUP LLC

By: _____

(Print Name, Title)

FRANCHISEE:

By: _____

(Print Name, Title)

PRINCIPAL:

(Print Name)

PRINCIPAL:

(Print Name)

**ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
PURSUANT TO THE ILLINOIS FRANCHISE DISCLOSURE ACT**

Illinois law shall apply to and govern 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.

Franchisee's right upon Termination and Non-Renewal 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 is void.

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

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

The Illinois Attorney General's Office imposed a deferral of Initial Franchise and Development fees until the Franchisor has satisfied its pre-opening obligations to the franchisee and the franchisee has commenced business operations due to Franchisor's financial condition.

**AMENDMENT TO THE CONQUER FRANCHISE GROUP LLC FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF ILLINOIS**

In recognition of the requirements of the Illinois Franchise Disclosure Act, 815 ILCS §§ 705/1 et seq. (1987) (the “Act”), which govern the attached Conquer Padel Club Franchise Agreement (the “Franchise Agreement”), the parties thereto agree as follows:

1. To the extent of any inconsistencies, the Franchise Agreement is hereby amended to further state:

“Section 4 of the Act provides that no franchisee shall be required to litigate any cause of action, with the exception of arbitration proceedings, arising under the Franchise Agreement or the Act outside of the State of Illinois. However, a franchise agreement may provide for arbitration to take place outside of Illinois”

2. To the extent of any inconsistencies, the Franchise Agreement is hereby amended to further state:

“Illinois law governs the terms of this Franchise Agreement.”

3. To the extent of any inconsistencies, the Franchise Agreement is hereby amended to further state:

“Section 41 of the Act provides that any condition, stipulation, or provision purporting to bind Franchisee to waive compliance with any provision of the Act, or any other Illinois law is void.”

4. To the extent of any inconsistencies, the Franchise Agreement is hereby amended to further state:

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

5. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Amendment.

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

8. The Illinois Attorney General’s Office imposed a deferral of Initial Franchise and Development fees until the Franchisor has satisfied its pre-opening obligations to the franchisee and the franchisee has commenced business operations due to Franchisor’s financial condition.

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The parties hereto have duly executed this Illinois Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:
CONQUER FRANCHISE GROUP LLC

By: _____

(Print Name, Title)

FRANCHISEE:

By: _____

(Print Name, Title)

PRINCIPAL:

(Print Name)

PRINCIPAL:

(Print Name)

AMENDMENT TO THE CONQUER FRANCHISE GROUP LLC MULTI-UNIT DEVELOPMENT AGREEMENT REQUIRED BY THE STATE OF ILLINOIS

Illinois law governs the Multi-Unit Development 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.

The Illinois Attorney General’s Office imposed a deferral of Initial Franchise and Development fees until the Franchisor has satisfied its pre-opening obligations to the franchisee and the franchisee has commenced business operations due to Franchisor’s financial condition.

FRANCHISOR:

CONQUER FRANCHISE GROUP LLC

By: _____

(Print Name, Title)

FRANCHISEE:

By: _____

(Print Name, Title)

PRINCIPAL:

(Print Name)

PRINCIPAL:

(Print Name)

**ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO
THE INDIANA FRANCHISE DISCLOSURE LAW AND THE
INDIANA DECEPTIVE FRANCHISE PRACTICES ACT**

The Indiana Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with Indiana law, including the Indiana Franchises Act, Ind. Code Ann. §§ 1 — 51 (1994) and the Indiana Deceptive Franchise Practices Act, Ind. Code Ann. § 23-2-2.7 (1985) (collectively referred to as the “Acts”). To the extent that (a) the jurisdictional requirements of the Acts are met and (b) this Franchise Disclosure Document and Franchise Agreement contain provisions that are inconsistent with the following, such provisions are hereby amended:

(a) To the extent the Franchise Agreement contains provisions allowing the establishment of franchisor-owned outlets that are inconsistent with the Indiana Deceptive Franchise Practices Act § 23-2-2.7(2), the requirements of this section of the Indiana Act will control.

(b) The franchisor may not make any substantial modification of the Franchise Agreement without the franchisee’s written consent.

I To the extent any provision regarding renewal or termination of the Franchise Agreement is inconsistent with the Indiana Deceptive Franchise Practices Act §§ 23-2-2.7(7) and (8), the provisions of these sections of the Indiana Act will control.

(d) Any requirement in the Franchise Agreement that requires the franchisee to prospectively assent to a release, assignment, novation, wavier or estoppel shall not relieve any person from liability arising under the Acts.

I To the extent the covenants not to compete upon expiration or termination of the Franchise Agreement are inconsistent with the Indiana Deceptive Franchise Practices Act § 23-2-2.7(9), the provisions of this section of the Indiana Act will control.

(f) To the extent that any provision of the Franchise Agreement would be deemed unenforceable pursuant to the Indiana Deceptive Franchise Practices Act § 23-2-2.7(10), as this section of the Indiana Act is interpreted and applied, such provision of the Franchise Agreement shall be so deleted therefrom.

**ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MARYLAND**

The Office of Attorney General for the State of Maryland requires that certain provisions contained in franchise documents be amended to be consistent with Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. § 14-201 et seq., and of the Rules and Regulations promulgated under the Act (collectively the “Maryland Franchise Law”). To the extent that this Disclosure Document or Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

1. No requirement that you agree to any release, assignment, novation, estoppel or waiver of liability as a condition to your purchasing a Conquer Padel Club franchise shall act as a release, estoppel or waiver of any liability under the Maryland Franchise Law.

2. The following risk factor is added:
No Experience. We have no experience operating a franchise of this nature, and we have almost no experience operating the type of business you will be operating as our franchisee. This franchise is likely to be a risky investment.

3. Item 17 is amended to state:

(a) Any claims arising under the Maryland Franchise Law must be brought within three (3) years after the grant of the franchise.

(b) Any general release required by the terms and conditions of the Franchise Agreement as a condition of renewal, assignment or transfer shall not apply to any liability under the Maryland Franchise Law.

I Our right to terminate you upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. §101 et. Seq.).

(d) Nothing herein shall waive your right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.

4. 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.

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

**THE REGISTRATION OF THIS FRANCHISE DISCLOSURE DOCUMENT WITH
MARYLAND SECURITIES DIVISION OF THE OFFICE OF ATTORNEY GENERAL DOES
NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE
SECURITIES COMMISSIONER.**

AMENDMENT TO THE CONQUER PADEL CLUB FRANCHISE AGREEMENT AND MULTI-UNIT DEVELOPMENT AGREEMENT REQUIRED BY THE STATE OF MARYLAND

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. § 14-201 et seq., and of the Rules and Regulations promulgated thereunder, the parties to the attached Conquer Padel Club Franchise Agreement (the “Franchise Agreement”) agree as follows:

1. The Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a franchisee’s assent to a release of liability under that Law as a condition for the sale, renewal, assignment or transfer of the franchise. To the extent of any inconsistencies with the Maryland Franchise Registration and Disclosure Law contained in Article 5 or Section 16.3 of the Franchise Agreement, such inconsistent provisions are hereby deleted.

2. To the extent of any inconsistencies, Section 17.1 of the Franchise Agreement is hereby amended to further state:

“Our right to terminate you upon your bankruptcy, however, may not be enforceable under federal bankruptcy law (11 U.S.C. §101 et. Seq.)”

3. To the extent of any inconsistencies, Section 20.3 of the Franchise Agreement is hereby amended to further state:

“Nothing herein shall waive your right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.”

4. To the extent of any inconsistencies, Section 20.6 of the Franchise Agreement is hereby amended to further state:

“Any claims arising under the Maryland Franchise Law must be brought within three (3) years after the grant of the franchise.”

5. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

6. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. § 14-201 et seq., are met independently without reference to this Amendment.

7. 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.

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

The parties hereto have duly executed this Maryland Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:
CONQUER FRANCHISE GROUP LLC

By:

(Print Name, Title)

FRANCHISEE:

By:

(Print Name, Title)

PRINCIPAL:

(Print Name)

PRINCIPAL:

(Print Name)

**ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MINNESOTA**

The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be amended to be consistent with Minnesota Franchise Act, Minn. Stat. Section 80.01 et seq., and of the Rules and Regulations promulgated under the Act (collectively the “Franchise Act”). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

2. Item 6, Non-Sufficient Funds Fee, is amended to state:

Pursuant to Minn. Stat. § 604.113, the Non-Sufficient Funds Fee is \$30.00 per occurrence.

3. Item 17 is amended to state:

(a) Minn. Stat. § 80C.21 and Minnesota Rules § 2860.4400(J) prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in this Franchise Disclosure Document or agreement(s) shall abrogate or reduce (1) any of your rights as provided for in Minn. Stat. Chapter 80C or (2) your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

(b) In accordance with Minn. Stat. § 80C.14 subd. 3-5, except in certain specified cases, we will give you 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement. Additionally, we will not unreasonably withhold our consent to a transfer of your Conquer Padel Club.

(c) In accordance with Minnesota Rules 2860.4400(D), we cannot require you to assent to a general release.

(d) In accordance with Minnesota Rules 2860.4400(J), we cannot require you to consent to liquidated damages.

(e) Minn. Stat. § 80C.17 subd. 5 requires that an action be commenced pursuant to the Franchise Act within three (3) years after the cause of action accrues.

(f) You cannot consent to us obtaining injunctive relief. We may seek injunctive relief. See Minnesota Rules 2860.4400(J).

**AMENDMENT TO THE
CONQUER FRANCHISE GROUP LLC
FRANCHISE AGREEMENT REQUIRED BY THE STATE OF MINNESOTA**

In recognition of the requirements of the Minnesota Statutes Chapter 80C, the parties to the attached Conquer Padel Club Franchise Agreement (the “Franchise Agreement”) agree as follows:

1. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee’s assent to a release other than as part of a voluntary settlement of disputes. To the extent of any inconsistencies with the Minnesota Rules requirement contained in Sections 5.2.5 or 16.3.6 of the Franchise Agreement, such inconsistent provisions are hereby deleted.

2. To the extent of any inconsistencies, Section 5.1.1 of the Franchise Agreement is hereby amended to state:

“Except in certain specified cases as set forth in Minn. Stat. § 80C.14 subd. 4, Franchisor will give Franchisee 180 days’ notice for non-renewal of the Franchise Agreement.”

3. To the extent of any inconsistencies, Section 6.4 of the Franchise Agreement is hereby amended to state that the non-sufficient funds fee is Thirty Dollars (\$30.00) per occurrence.

4. To the extent of any inconsistencies, Sections 17.1 through 17.3 of the Franchise Agreement are hereby amended to state:

“Except in certain specified cases as set forth in Minn. Stat. § 80C.14 subd. 3, Franchisor will give Franchisee 90 days notice of termination (with 60 days to cure)”.

5. To the extent of any inconsistencies, Article 20, Dispute Resolution, of the Franchise Agreement is hereby amended to state:

“Franchisor cannot require Franchisee to: (i) conduct litigation outside Minnesota, (ii) waive a jury trial, or (iii) consent to liquidated damages, termination penalties or judgment notes. Nothing in this Franchise Agreement shall abrogate or reduce (1) any of Franchisee’s rights as provided for in Minn. Stat. Chapter 80C or (2) Franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. Franchisee cannot consent to Franchisor obtaining injunctive relief. Franchisor may seek injunctive relief.”

8. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Statutes Chapter 80C are met independently without reference to this Amendment.

The parties hereto have duly executed this Minnesota Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

CONQUER FRANCHISE GROUP LLC

By:

(Print Name, Title)

FRANCHISEE:

By:

(Print Name, Title)

PRINCIPAL:

(Print Name)

PRINCIPAL:

(Print Name)

NEW YORK ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR RESOURCES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

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

A. No such party has an administrative, criminal, or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions other than routine litigation incidental to the business that is 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 ten years immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

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

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; this proviso intends 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 a franchisee”: “You may terminate the agreement on any grounds available by law.”

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

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

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

7. Receipts—Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest 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.

NEW YORK RIDER TO CONQUER FRANCHISE GROUP LLC
FRANCHISE AGREEMENT

THIS RIDER TO THE FRANCHISE AGREEMENT FOR NEW YORK (“Rider”) is entered into by and between Conquer Franchise Group LLC, a Delaware limited liability company, with its principal office at 7760 S Priest Drive, Suite 108, Tempe, Arizona, 85284 (“we,” “us” or “our”) and _____ (“you” or “your”), whose principal business address is _____.

WHEREAS, we and you have entered into a certain Franchise Agreement dated _____ which grants you the right to operate a Conquer Padel Club franchise (the “Franchise Agreement”);

WHEREAS, you are domiciled in New York and the Conquer Padel Club franchise will be located in New York, and/or any of the offering or sales activity relating to the Franchise Agreement occurred in the State of New York; and

WHEREAS, in recognition of the requirements of the General Business Law of the State of New York, Article 33, Sections 680-695, we and you desire to amend certain terms of the Franchise Agreement in accordance with the terms and conditions contained in this Rider.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in the Franchise Agreement and this Rider and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we and you agree as follows:

4. Sections 5.2.5 and 16.3.6 of the Franchise Agreement are amended by adding the following language to each Section:

However, to the extent required by applicable law, notwithstanding the signing of a General Release, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force.

5. Section 16.1.1 of the Franchise Agreement is amended by adding the following language to this Section:

However, to the extent required by applicable law, Franchisor will not transfer and assign its rights and obligations under the Franchise Agreement unless the transferee will be able to perform the Franchisor’s obligations under the Franchise Agreement, in Franchisor’s good faith judgment.

6. Section 20.3 of the Franchise Agreement is amended by adding the following language:

New York Law governs any cause of action which arises under the New York General Business Law, Article 33, Sections 680-695. The provisions of this Franchise Agreement shall not be deemed a waiver of any rights

conferred upon Franchisee by Article 33 of the General Business Law of the State of New York and the regulations issued thereunder.

7. In the event of any conflict between a provision of the Franchise Agreement and this Rider, the provision of this Rider shall control. All terms which are capitalized in this Rider and not otherwise defined, will have the meanings given to them in the Franchise Agreement. Except as amended by this Rider, the Franchise Agreement is unmodified and in full force and effect in accordance with its terms.
8. Each provision of this Rider will be effective only to the extent that the jurisdictional requirements of the New York General Business Law, Article 33, Sections 680-695 are met independent of this Rider.

The parties hereto have duly executed this New York Rider to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:
CONQUER FRANCHISE GROUP LLC

By: _____

(Print Name, Title)

FRANCHISEE:

By: _____

(Print Name, Title)

PRINCIPAL:

(Print Name)

PRINCIPAL:

(Print Name)

**ADDENDUM TO THE
CONQUER FRANCHISE GROUP LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF RHODE ISLAND**

In recognition of the requirements of the Rhode Island Franchise Investment Act, the Franchise Disclosure Document of Conquer Franchise Group LLC (“we,” “us,” or “our”) for use in the State of Rhode Island shall be amended to include the following:

1. Items 17v. and 17w., under the provisions entitled “Choice of law” and “Choice of forum,” shall be supplemented with the following language:

However, you may sue us in Rhode Island for claims arising under the Rhode Island Franchise Investment Act.

2. Item 17 shall be supplemented by the addition of the following language at the end of Item 17:

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

3. Each provision of this Addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act are met independently without reference to this Addendum to the Disclosure Document.

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**AMENDMENT TO THE
CONQUER FRANCHISE GROUP LLC
FRANCHISE AGREEMENT REQUIRED BY THE STATE OF RHODE ISLAND**

In recognition of the requirements of the Rhode Island Franchise Investment Act, the parties to the attached Conquer Franchise Group LLC Franchise Agreement (the “Franchise Agreement”) agree as follows:

9. The following language shall be added at the end of Section 20.3 of the Franchise Agreement:

Notwithstanding the above, Rhode Island franchisees are permitted to bring a lawsuit in Rhode Island for claims arising under the Rhode Island Franchise Investment Act.

10. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act are met independently without reference to this Amendment.

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The parties hereto have duly executed this Rhode Island Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:
CONQUER FRANCHISE GROUP LLC

By: _____

(Print Name, Title)

FRANCHISEE:

By: _____

(Print Name, Title)

PRINCIPAL:

(Print Name)

PRINCIPAL:

(Print Name)

VIRGINIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following statements are added to Item 17.h.

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

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

The following Risk Factor is added to the Franchise Disclosure Document:

Estimated Initial Investment. The franchisee will be required to make an estimated initial investment ranging from \$1,119,250 - \$3,035,750. This amount exceeds the franchisor’s stockholders equity as of December 31, 2024, which is \$78,890.

The following statement is added:

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.

**WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE
FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS**

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

- 1. Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.
- 2. Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
- 3. Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
- 4. General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
- 5. Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
- 6. Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
- 7. Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

- 8. Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee’s business for any reason during the term of the franchise agreement without the franchisee’s consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.
- 9. Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).
- 10. Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).
- 11. Franchisor’s Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.
- 12. Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party’s negligence, willful misconduct, strict liability, or fraud.
- 13. Attorneys’ Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys’ fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.
- 14. Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee’s earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor’s earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.
- 15. Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor.

As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

16. Questionnaires and Acknowledgments. 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.

17. Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____, 20_____.

Signature of Franchisor Representative

Signature of Franchisee Representative

Title of Franchisor Representative

Title of Franchisee Representative

**AMENDMENT TO THE
CONQUER FRANCHISE GROUP LLC
FRANCHISE AGREEMENT REQUIRED BY THE STATE OF WASHINGTON**

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

The parties hereto have duly executed this Washington Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

CONQUER FRANCHISE GROUP LLC

By: _____

_____,

(Print Name, Title)

FRANCHISEE:

_____ By: _____

_____,

(Print Name, Title)

PRINCIPAL:

(Print Name)

_____ PRINCIPAL:

(Print Name)

DISCLOSURES REQUIRED BY CONNECTICUT LAW

The State of Connecticut does not approve, recommend, endorse, or sponsor any business opportunity. The information contained in this disclosure has not been verified by the State. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

Item 5, Item 6, and Item 7 of the Franchise Disclosure Document and relevant provisions of the Franchise Agreement are revised such that, for franchisees established in the State of Connecticut, if the seller fails to deliver the products, equipment or supplies or fails to render the services necessary to being substantial operation of the business within forty-five days of the delivery date state in your contract, you may notify the seller in writing and demand that the contract be cancelled.

Name of Seller:

CONQUER FRANCHISE GROUP LLC

Issuance Date: _____

DISCLOSURES REQUIRED BY NORTH CAROLINA LAW

The State of North Carolina has not reviewed and does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the State. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

If the seller fails to deliver the product(s), equipment or supplies necessary to begin substantial operation of the business within 45 days of the delivery date stated in your contract, you may notify the seller in writing and demand that the contract be cancelled. (N.C.G.S. §66-95)

Effective Date: _____

The parties hereto have duly executed, sealed and delivered this Addendum dated this day of _____.

CONQUER FRANCHISE GROUP LLC

By: _____

Name: _____

Title: _____

FRANCHISEE:

DISCLOSURE REQUIRED BY MAINE LAW

The information contained in this disclosure statement has not been verified by the State of Maine. The State has not reviewed and does not approve or endorse any business opportunity. The disclosure statement contains information which should be carefully read before agreeing to purchase a business opportunity.

Pursuant to Maine statute you have the right to avoid the contract for purchase of this business opportunity within 3 business days following the signing of the contract. You should obtain and study a copy of the law regulating the sale of business opportunities before you attempt to avoid the contract. This law is found in the Maine Revised Statutes, Title 32, section 4698.

The parties hereto have duly executed, sealed and delivered this Addendum dated this day of _____.

FRANCHISOR:
CONQUER FRANCHISE GROUP LLC

By: _____
Name: _____
Title: _____

FRANCHISEE:

By: _____
Name: _____
Title: _____

PRINCIPALS:

Name: _____

Name: _____

DISCLOSURES REQUIRED BY SOUTH CAROLINA LAW

If the seller fails to deliver the product, equipment or supplies necessary to begin substantial operation of the business within forty-five days of the delivery date stated in your contract, you may notify the seller in writing and demand that the contract be cancelled.

In accordance with South Carolina Code of Laws, Chapter 57, Section 39-57-70(b)(3), South Carolina franchisees are on notice that Franchisor's Registered Agent for Service of Process is:

The parties hereto have duly executed, sealed and delivered this Addendum dated this day of _____.

FRANCHISOR:
CONQUER FRANCHISE GROUP LLC

By: _____
Name: _____
Title: _____

FRANCHISEE (Entity):

By: _____
Name: _____
Title: _____

FRANCHISEE (Principal):

Name:

FRANCHISEE (Principal):

Name: