

FRANCHISE DISCLOSURE DOCUMENT

Exit Factor, LLC
A Florida Limited Liability Company
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EXIT FACTOR

The franchisee will own and operate an Exit Factor business which will provide business coaching and consulting services to business owners, which are designed with the goal of increasing the profit, efficiency, and value of their companies.

The total investment necessary to begin operation of a Exit Factor business is from \$59,415 to \$82,345. These amounts include \$51,995 to \$53,195 that must be paid to the franchisor.

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

You may wish to receive your disclosure document in another format that is more convenient to you. To discuss the availability of disclosures in different formats, contact a Franchise Development Specialist at 2121 Vista Parkway, West Palm Beach, FL 33411, (888) 816-6749.

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

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

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

Issue date: April 18, 2024

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

Question	Where to Find Information
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or <u>Exhibit F</u> .
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or <u>Exhibit B</u> includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Exit Factor in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Exit Factor franchisee?	Item 20 or <u>Exhibit F</u> and <u>Exhibit G</u> lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in [Exhibit D](#).

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The Franchise Agreement requires you to resolve disputes with us by litigation only in Florida. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to litigate with us in Florida than in your own state.
2. **Territorial Exclusivity.** The continuation of your territorial exclusivity depends on achieving a certain sales volume. You must complete a minimum of one sale every 12 months after the first 12 months of operation. If you fail to meet this requirement you may lose your territorial exclusivity.
3. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
4. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.
5. **Unopened Franchises.** The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.
6. **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.

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

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

DISCLOSURES REQUIRED BY CONNECTICUT LAW

The State of Connecticut 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.

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.

DISCLOSURES REQUIRED BY SOUTH CAROLINA LAW

The State of South 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.

**THE FOLLOWING APPLY TO TRANSACTIONS GOVERNED BY
THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY**

The state of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you.

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

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure,
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration, of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for a good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
 - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
 - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all

lawful obligations.

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

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

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

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

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
CONSUMER PROTECTION DIVISION
Attention: Franchise Section
G. Mennen Williams Building, First Floor
525 West Ottawa Street
Lansing, Michigan 48933
Telephone Number: (517) 373-7117

TABLE OF CONTENTS

ITEM		PAGE
1	THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES.....	1
3	LITIGATION.....	7
4	BANKRUPTCY	8
5	INITIAL FEES	8
6	OTHER FEES.....	9
7	ESTIMATED INITIAL INVESTMENT.....	13
8	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	15
9	FRANCHISEE’S OBLIGATIONS	17
10	FINANCING	18
11	FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING	18
12	TERRITORY	24
13	TRADEMARKS	25
14	PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	26
15	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS.....	27
16	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	27
17	RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION.....	28
18	PUBLIC FIGURES.....	31
19	FINANCIAL PERFORMANCE REPRESENTATIONS	31
20	OUTLETS AND FRANCHISEE INFORMATION.....	34
21	FINANCIAL STATEMENTS	37
22	CONTRACTS.....	38
23	RECEIPT	38

ATTACHED EXHIBITS

Exhibit A	Franchise Agreement and Applicable Addenda
Exhibit B	Financial Statements
Exhibit C	Table of Contents for Operating Manual
Exhibit D	State Administrators and Agents for Service of Process
Exhibit E	General Release Agreement
Exhibit F	List of Franchisees
Exhibit G	List of Former Franchisees
Exhibit H	Deposit Receipt
Exhibit I	Compliance Certification
Exhibit J	Confidentiality and Nondisclosure Agreement
Exhibit K	State Addenda to Disclosure Document
Exhibit L	State Effective Dates
Exhibit M	Disclosure Document Receipts

ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language of this Disclosure Document, “Franchisor”, “EXF”, “Company” or “we” refers to Exit Factor, LLC. “You” means the person, including any owner, partner or corporation who is looking at our franchise.

The Company is a limited liability company organized in May 2022 in the State of Florida. Our principal business address is 2121 Vista Parkway, West Palm Beach, Florida 33411. We do business under our company name and Exit Factor. Our agents for service of process are listed in Exhibit D to this Disclosure Document. The Company is 50% owned by UFG Holdings Group II, LLC (“UFG”), a Florida limited liability company whose business address is 2121 Vista Parkway, West Palm Beach, Florida 33411, and 50% owned by Prospere Franchising, LLC (“PF”), a Delaware limited liability company whose business address is 2124 Parkwood Dr., Bedford, TX 76021. Exit Factor has never offered franchises in any line of business.

We began offering for sale this franchise in September 2023. We do not operate any Exit Factor businesses.

DESCRIPTION OF AN EXIT FACTOR BUSINESS

An Exit Factor business is a franchise operated from a single location in a designated marketing area (the “Designated Marketing Area”). A franchisee will operate business which will provide business coaching and consulting services to business owners, which are designed with the goal of increasing the profit, efficiency, and value of their companies and helping position businesses for sale in the future.

An Exit Factor business will be operated from an office location within the Designated Marketing Area granted to the franchisee. See Item 12.

The market for business consulting will be primarily small to medium-sized businesses. Competition is primarily from other companies providing business coaching and consulting services. Business consulting as an industry is highly developed in many areas and industries and is continuing to develop and grow. The business consulting service is not a seasonal business.

The operation of the business consulting service will be subject to federal and state laws regulating the sale of franchises and other local, state, and federal law generally applicable to businesses. You will need to comply with state laws which apply to businesses which engage in business consulting and coaching. You should consult an attorney in your state to learn about local laws and ordinances that may affect the operation of your business.

AFFILIATES AND SUBSIDIARIES

The Company is a member of the Starpoint Brands division of United Franchise Group, an affiliated group of companies all of which are located at 2121 Vista Parkway, West Palm Beach, Florida 33411 and whose franchising companies are:

1. **Sign*A*Rama, Inc.** (“Signarama”), a franchisor of retail sign centers, that has been in franchising since April 1987 and currently has 673 locations in 22 countries;
2. **FP Franchising, Inc. d/b/a Fully Promoted** (“Fully Promoted”), a franchisor of retail stores for online marketing services, print marketing and branded products including embroidered logoed

apparel, that has been in franchising since September 2000 and currently has 275 locations in 10 countries. In January 2017, our affiliate Fully Promoted modified the principal trademark for the retail stores from “EmbroidMe” to “Fully Promoted” and currently has franchises operating as EmbroidMe stores, franchises operating as Fully Promoted stores and franchises in the process of transitioning their operation as EmbroidMe stores to Fully Promoted stores;

3. **Transworld Business Advisors, LLC** (“TBA”), a franchisor of business brokerage agencies that also provide franchise referral lead services that has been franchising since December 2010, and has agencies servicing 456 franchised territories and 1 affiliated territory in 8 countries;

4. **Venture X Franchising, LLC** (“VTX”), a franchisor of co-working, collaborative office facilities, that has been franchising since March 2016 and currently has 64 locations in 7 countries;

5. **Great Greek Franchising, LLC** (“TGG”), a franchisor of fast-casual restaurants specializing in Greek and Mediterranean food that has been franchising since January 2018 and currently has 49 franchise locations and 8 affiliated locations;

6. **Graze Craze Franchising, LLC** (“GCZ”), a franchisor of businesses offering grazing and charcuterie style cuisine that has been franchising since June 2021 and currently has 66 locations;

7. **OE Franchising, LLC** (“OE”), a franchisor of businesses providing shared office services, executive suites, temporary office use, conference and training room use, and co-working/drop in workspace. It has been franchising since May 2022 and currently has 78 franchise locations and 1 affiliated location;

8. **CK Franchising, LLC d/b/a Cannoli Kitchen Pizza** (“CK”), a franchisor of quick service restaurants offering pizza, pasta, cannoli, and other Italian-style food items, under the brand name “Cannoli Kitchen Pizza®”. It has been franchising since September 2023 and currently has 6 affiliated locations; and

9. **IO Franchising, LLC** (“IO”), a franchisor of businesses providing shared office services, virtual offices and communications solutions that has been franchising since February 2024 and currently has 55 locations in 2 countries.

Please note that United Franchise Group is simply a collection of affiliated distinct franchising-related brands. The brands within United Franchise Group which offer franchises that sell products or services to the general public are collectively known as “Starpoint Brands.”

Neither United Franchise Group nor Starpoint Brands are an owner or parent company of any kind. United Franchise Group and Starpoint Brands are simply tradenames for a group of separate and legally distinct franchising and franchising-related brands which are affiliated with one another but separate and distinct entities.

The location and territory information for our affiliates Signarama, Fully Promoted, TBA, VTX, TGG, GCZ, OE, CK, and IO is as of March 31, 2024.

The Signarama, Fully Promoted, TBA, VTX, TGG, GCZ, OE, CK, and IO franchises are different businesses than the Exit Factor business described in this Disclosure Document. The companies are affiliated by common, but not identical ownership and none of them own any capital stock in any of the other companies. We have not and none of these affiliates has offered franchises in any other line of business.

ITEM 2

BUSINESS EXPERIENCE

Ray Titus – Chief Executive Officer – West Palm Beach, FL

- Chief Executive Officer of IO since November 2023; CK since May 2023; EXF since May 2022; OE since April 2022; GCZ since March 2021; Resource Operations International, LLC d/b/a Preveer (“Preveer”), a franchisor of businesses offering to contract out various services in West Palm Beach, FL, from August 2019 to July 2022; Network Lead Exchange, LLC (“NLX”), a franchisor of local chapters that belong to an online business networking site in West Palm Beach, FL, from July 2018 to February 2024; TGG since November 2017; J.S. Subs, LLC (“JSS”), a franchisor of restaurants in West Palm Beach, FL, from April 2015 to June 2022; Experimax Franchising, LLC (“EXM”) a franchisor of retail computer stores that buy, sell, repair and refurbish pre-owned electronics in West Palm Beach, FL from June 2013 to August 2021; Greener Energy, LLC (“SuperGreen”), a franchisor of businesses offering sustainability advisory services, energy auditing, sustainability planning, and energy efficient products and services in West Palm Beach, FL, from October 2010 to December 2020; and Signarama since January 2008.
- Managing Member of VTX since September 2015.
- Manager of TBA since October 2010.
- Chairman of the Board of Fully Promoted since January 2008.

Brady Lee – Chief Operating Officer – West Palm Beach, FL

- Chief Operating Officer of IO since November 2023; CK since May 2023; EXF since May 2022; OE since April 2022; GCZ since March 2021; TGG, VTX, TBA, Fully Promoted and Signarama since June 2020; NLX from June 2020 to February 2024; Preveer from June 2020 to July 2022; JSS from June 2020 to June 2022; and SuperGreen from June 2020 to December 2020.
- President of GCZ from January 2022 to December 2022; EXM from November 2020 to May 2021; and Accurate Franchising, Inc., a consulting business in West Palm Beach, FL, from January 2019 to June 2020.

Todd Newton – Chief Financial Officer – West Palm Beach, FL

- Chief Financial Officer of IO since November 2023; CK since May 2023; EXF since May 2022; OE since April 2022; GCZ since March 2021; Preveer from August 2019 to July 2022; NLX from July 2018 to February 2024; TGG since November 2017; VTX since September 2015; JSS from April 2015 to June 2022; EXM from June 2013 to August 2021; SuperGreen from October 2010 to December 2020; TBA since October 2010; and Fully Promoted and Signarama since January 2007.

Jessica Fialkovich – President – Dallas, TX

- President of EXF since May 2022.
- Co-Owner of Transworld Business Advisors of Dallas-Fort Worth Central, a TBA franchise in Dallas, TX, since May 2020.
- Co-Owner of Transworld Business Advisors of Colorado, a TBA franchise in Greenwood Village, CO, since March 2013.

Gregory Nowak – Director of Sales – West Palm Beach, FL

- Director of Sales of TBA and EXF since January 2024.
- Regional Vice President of OE, GCZ, NLX, TGG, VTX, TBA, Fully Promoted, and Signarama from December 2022 to December 2023.
- Development Manager (formerly known as Sales Manager) of TBA from December 2017 to December 2022.
- Regional Manager of EXM from December 2016 to August 2021; and SuperGreen from December 2016 to December 2020.

Jeff Griffith – Director – Charlotte, NC – Southeast Region

- Director of EXF since September 2023.
- Regional Vice President and Director of Middle Market Services of TBA since December 2021.
- Director of Franchise Sales and Development of Jackson Hewitt Tax Service, a tax preparation franchise in Charlotte, NC from April 2017 to October 2021.

Michael White – Chief Development Officer – Durham, NC

- Chief Development Officer (formerly known as Chief Revenue Officer) of CK and EXF since September 2023; OE since April 2022; GCZ since May 2021; TGG, VTX, TBA, Fully Promoted and Signarama since November 2020; NLX from November 2020 to February 2024; Preveer from November 2020 to July 2022; JSS from November 2020 to June 2022; and EXM from November 2020 to August 2021.
- President of VTX from January 2022 to June 2023.
- Director of Sales of IO since February 2024; OE since May 2022; GCZ from June 2021 to December 2021; Preveer from January 2020 to December 2021; NLX from January 2019 to February 2024; VTX, and Fully Promoted since September 2018; Signarama from September 2018 to December 2023; TGG, JSS, and TBA from September 2018 to December 2021; EXM from December 2015 to August 2021; and SuperGreen from September 2018 to December 2020.

Jason Anderson – Chief Strategy Officer and President of IO, OE & VTX – West Palm Beach, FL

- President of IO since February 2024; VTX since June 2023; and OE since July 2022.
- Chief Strategy Officer of IO since February 2024; CK and EXF since September 2023; OE since May 2022; GCZ, TGG, VTX, TBA, Fully Promoted, and Signarama since January 2022; and NLX from January 2022 to February 2024.
- President of VTX from January 2019 to December 2021.

William A. Luce – Senior Executive – West Palm Beach, FL

- Senior Executive of EXF since September 2023; and NLX and SuperGreen from January 2019 to December 2019.
- President of TBA since October 2015.
- Director of Sales of TBA from January 2022 to December 2023.

A.J. Titus – Senior Executive – West Palm Beach, FL

- Senior Executive of IO since February 2024; CK and EXF since September 2023; OE since May 2022; GCZ since June 2021; TGG, VTX, TBA and Fully Promoted since November 2020; NLX from November 2020 to February 2024; Preveer from November 2020 to July 2022; JSS from November 2020 to June 2022; and EXM from November 2020 to August 2021.
- President of Signarama since March 2018.

Melissa Nunez – Director of Operations – West Palm Beach, FL

- Director of Operations of EXF since February 2024.
- Franchise Logistics Coordinator of CK, EXF from September 2023 to February 2024; and OE, GCZ, NLX, TGG, VTX, TBA, Fully Promoted, and Signarama from January 2023 to February 2024.
- Project Manager of Storm Smart, a hurricane protection services company in West Palm Beach, FL, from February 2021 to November 2022.
- Bookkeeper and Scheduling Manager of Matrix Meditation, a meditation services company in West Palm Beach, FL, from October 2019 to January 2021.
- Retention Field Representative of Fidelis Care, a health insurance company in Rego Park, NY, from September 2017 to September 2019.

Renee King – Director of Marketing – West Palm Beach, FL

- Director of Marketing of EXF and TBA since January 2024.
- Marketing Coordinator of EXF from September 2023 to December 2023; and TBA from July 2022 to December 2023.
- Channel Sales Representative of Paychex, Inc., a payroll and HCM services company in West Palm Beach, FL, from June 2021 to July 2022.
- Field Sales and Marketing Representative of Techtronic Industries, a power tool manufacturing and retail sales company in West Palm Beach, FL, from March 2021 to June 2021.
- Sales Operations and Marketing Specialist of RepScrubs, a hospital and healthcare solutions company in Sanford, FL, from July 2020 to March 2021.
- Prestige Beauty Advisor of Ulta Beauty, a beauty retailer in Tallahassee, FL, from June 2018 to April 2020.

Nick Bruckner – Senior Vice President of Sales – West Palm Beach, FL

- Senior Vice President of Sales of IO since February 2024; CK and EXF since September 2023; OE since May 2022; GCZ since June 2021; Preveer from January 2020 to July 2022; NLX from January 2019 to February 2024; TGG since November 2017; VTX since December 2015; JSS from December 2015 to June 2022; TBA since February 2015; SuperGreen from February 2015 to December 2020; EXM from July 2014 to August 2021; Fully Promoted since October 2004; and Signarama since January 2000.

John Fleming – Regional Vice President – Monroe, WA – Western Region

- Regional Vice President of IO since February 2024; CK and EXF since September 2023; OE since May 2022; GCZ since June 2021; Preveer from January 2020 to July 2022; TGG, VTX, TBA, Fully Promoted and Signarama since April 2019; NLX from April 2019 to February 2024; JSS from April 2019 to June 2022; EXM from April 2019 to August 2021; and SuperGreen from April 2019 to December 2020.

Dan Nemunaitis – Regional Vice President – Crystal Lake, IL – Midwest Region

- Regional Vice President of IO since February 2024; CK and EXF since September 2023; OE since May 2022; GCZ since June 2021; Preveer from January 2020 to July 2022; NLX from January 2019 to February 2024; TGG since November 2017; VTX since December 2015; JSS from December 2015 to June 2022; TBA since February 2015; EXM from February 2015 to August 2021; SuperGreen from January 2014 to December 2020; Fully Promoted since December 2013; and Signarama since November 2011.

Manuel Solorzano – Regional Vice President – West Palm Beach, FL – International Region

- Regional Vice President and Director of E2 Visas of IO since February 2024; CK and EXF since September 2023; OE, GCZ, TGG, VTX, TBA, Fully Promoted, and Signarama since September 2022; and NLX from September 2022 to February 2024.
- Managing Partner of WD Business Consultants, LLC, a business broker in Weston, FL, from October 2016 to August 2022.

Alan Van Campen – Regional Vice President – Suwanne, GA – Southeast Region

- Regional Vice President of IO since February 2024; and CK, EXF, OE, GCZ, TGG, VTX, TBA, Fully Promoted, and Signarama since January 2024.
- Regional Director of Franchise Development of Tommy’s Express, a franchisor of car wash businesses in Holland, MI, from May 2023 to January 2024.
- Regional Vice President of GCZ from May 2021 to May 2023; Preveer from January 2020 to July 2022; NLX from January 2019 to May 2023; TGG from November 2017 to May 2023; JSS from November 2017 to June 2022; VTX, TBA, Fully Promoted, and Signarama from October 2017 to May 2023; EXM from October 2017 to August 2021.

Casey Matthews – Director of Franchise Development – West Palm Beach, FL

- Director of Franchise Development of IO since February 2024; CK and EXF since September 2023; OE, GCZ, TGG, VTX, TBA, Fully Promoted, and Signarama since December 2022; and NLX from December 2022 to February 2024.
- Development Manager (formerly known as Sales Manager) of Fully Promoted from January 2020 to December 2022; and EXM from January 2020 to August 2021.
- Regional Vice President of TGG, JSS, VTX, SuperGreen, TBA, Fully Promoted and Signarama from January 2019 to January 2020.

Juan Montes De Oca – Regional Manager – West Palm Beach, FL

- Regional Manager of IO since February 2024; EXF since September 2023; and OE, GCZ, VTX, and TBA since December 2022.
- Business Center Manager of OE from May 2017 to December 2022.

Thomas McKeen – Brand Development Coordinator – West Palm Beach, FL

- Brand Development Coordinator of EXF since September 2023; and TBA since August 2022.
- Sales Consultant of CTS3 Solutions, a technology consulting company in Riviera Beach, FL, from July 2021 to August 2023.
- Consultant of PYRA Promotions, Inc., a promotional products supplier in Wellington, FL, from October 2017 to July 2021.

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ITEM 3

LITIGATION

A. Pending Litigation: None

B. Litigation Against Franchisees Commenced in the Past Fiscal Year: None

C. Completed Litigation: None

D. Restrictive Orders:

The following injunctive order relates to Signarama, an affiliate of the Company and covers certain directors, officers and employees of Signarama.

Federal Trade Commission, Plaintiff, v. Minuteman Press International, Inc., Speedy Sign-A-Rama, USA, Inc., Roy W. Titus and Jeffrey Haber, Defendants (CV 93-2496) Filed on June 4, 1993, in the United States District Court, Eastern District of New York. The Federal Trade Commission complaint alleged that the Defendants violated Section 5(a) of the Federal Trade Commission Act and the Commission's Franchise Rule (16 CFR Part 436) by falsely representing to prospective franchisees potential gross sales levels and profitability of their franchise units, failing to disclose the obligation to pay a substantial transfer fee on the resale of the franchise, and by making earnings claims without proper documentation and in contradiction of statements in their disclosure documents. On December 18, 1998, an injunction was filed prohibiting the Defendants excluding Haber from doing the following: A. Making, or assisting in the making of, expressly or by implication, orally or in writing, to any prospective franchisee any statement or representation of past, present or future sales, income, or gross or net profits of any existing or prospective franchisee or group of franchisees, unless at the time of making such representation the defendant possesses written material that provides a reasonable basis for the representation. B. Violating any provision of the Franchise Rule 16 C.F.R. Part 436 or the Rule as it may later be amended and the disclosure requirements of the UFOC in effect at the time. C. Assessing or collecting a transfer/training fee from any franchisee who sells or assigns its franchise unless the selling franchisee received a copy of a disclosure statement indicating that such fee would be charged. D. Failing to monitor and investigate any complaints about compliance with the rule or the injunction. E. To cooperate with the Commission in the enforcement of this injunction.

The following order relates solely to Signarama:

Signarama entered into a consent order with the Securities Commissioner of Maryland in January of 1996. The matter is captioned In the Matter of Speedy Sign-A-Rama, USA, Inc., Case No. S-95-112. It is alleged in the consent order that Signarama sold four (4) franchises in the State of Maryland after its registration under the Maryland Franchise Law had lapsed, and before it was renewed. In settlement of the matter, and while neither admitting nor denying the findings in the order, Signarama agreed to offer rescission to the four (4) franchisees, adopt a compliance program intended to avoid unregistered sales and disclose the existence of the order in its franchise disclosure document under the Maryland Franchises Law. All four franchisees stayed with Signarama.

The following order relates solely to TGG:

TGG entered into a consent order with the Department of Financial Protection and Innovation of the State of California on August 9, 2021. The matter is captioned In the Matter of: The Commissioner of Financial Protection and Innovation v. Great Greek Franchising, LLC. The Commissioner found that TGG removed a condition of registration that was previously imposed on the franchisor, which required franchisor to defer

collection of initial franchise fees until all of its pre-opening obligations were completed and franchisees commenced doing business, without express authorization from the Department, and also failed to indicate the change in the marked copy of the FDD submitted to the Department, in violation of 10 C.C.R. § 310.122.1 and Corporations Code § 31200. Franchisor also collected franchise fees prior to completing its pre-opening obligations and franchisees opening for business, in violation of Corporations Code § 31203. In settlement of the matter, TGG agreed to desist and refrain from the violations of Corporations Code section(s) 31200, 31203, and Rule 310.122.1, pay an administrative penalty, offer rescission to each of the franchisees who were offered and sold a franchise from October 18, 2018 to August 20, 2020, and attend continuing education. As of today, TGG has mailed the rescission offers to the franchisees, paid the administrative penalty, completed the continuing education, and made all payments required under the rescission offer.

The following orders relate solely to TGG, GCZ and UFG:

On March 4, 2022, TGG, GCZ, and UFG entered into consent orders with the State of California, and its Department of Financial Protection and Innovation, as it relates to alleged violations which occurred at a trade show in California. The matters are captioned In the Matter of: The Commissioner of Financial Protection and Innovation v. Great Greek Franchising, LLC and UFG Group, Inc. dba United Franchise Group, and In the Matter of: The Commissioner of Financial Protection and Innovation v. Great Greek Franchising, LLC and UFG Group, Inc. dba United Franchise Group. It is alleged in the consent orders that, in October 2021, TGG and GCZ, holding themselves out as members of the UFG affiliated family of brands in a booth during a trade show within the state of California, provided information regarding the franchise offerings without a valid registration or exemption to offer or sell franchises in California. More specifically, a representative of TGG, GCZ and UFG showed an individual the Graze Craze website and that the same representative made financial performance representations regarding The Great Greek Mediterranean Grill franchise system. Further, the Department concluded that the employee's actions constituted a response to an inquiry regarding GCZ franchise offering, and a later representation by a GCZ representative that all inquiries had been declined was concluded to be untruthful. As required by the consent orders, TGG, GCZ, and UFG agreed to desist and refrain from the violations of Corporations Code section(s) 31110, 31201, and 31204, pay an administrative penalty of \$5,000 each, send a Notice of Consent Order to TGG franchisees, and contract with an independent monitor for up to three years to assist with developing, implementing, and reviewing policies and procedures of its franchise sales.

Other than these actions, no litigation is required to be disclosed in this Item.

ITEM 4

BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5

INITIAL FEES

Except as noted below, all franchisees purchasing a new franchise pay a franchise establishment fee of \$39,500. Prior to executing the Franchise Agreement, you will be required to pay a \$9,500 deposit, commonly referred to as a "binder." At least 14 days prior to paying this binder, we will provide you with a copy of this Disclosure Document, together with a copy of all proposed agreements relating to the sale. This binder is fully refundable if you do not purchase a franchise. When you enter into your Franchise

Agreement the franchise establishment fee (less the binder already paid) is due. The franchise establishment fee is non-refundable.

Eligible United States military veterans will receive a discount equal to 10% of the standard franchise establishment fee or 5% of the standard transfer fee. An eligible veteran is a veteran who has received an honorable discharge. Exit Factor franchisees purchasing an additional franchise, and owners in good standing of our affiliated brands (Signarama, Fully Promoted, TBA, VTX, TGG, GCZ, OE, CK, and IO) purchasing our franchise, will pay a franchise fee of \$34,500. If you currently own an independent business consulting business and are converting it into an Exit Factor business, you will pay a franchise establishment fee of \$34,500. An eligible conversion franchisee owns an existing business consulting business that has been in operation for a minimum of 2 years and has at least 10 active clients.

Except as described above, generally, the fees are uniformly charged however, in certain unique limited circumstances in the past fiscal year, we have reduced a fee for a particular franchisee to as low as \$9,500.

You must purchase the software and supplies package from us described in Items 7 and 8. The cost of this package including shipping is \$11,995, plus taxes, which is non-refundable, and due at the time of signing the Franchise Agreement.

At the time of signing your Franchise Agreement, you must also pay \$500 to the Exit Factor Advertising Fund, Inc. (the “Marketing Fund”) as an initial membership fee. This fee is not refundable.

ITEM 6

OTHER FEES

Name of Fee ¹	Amount	Due Date	Remarks
Royalty ²	A monthly fee equal to the greater of 8% of Gross Revenues or \$300 - months 1-12 \$600 - months 13-24 \$900 - after 24 months	Payable monthly by the 10th day of the next month	The minimum monthly royalty can be increased at our discretion by up to 10% but not more frequently than once every three years and increase must apply to all Exit Factor businesses
Marketing Fund Contribution ³	A monthly fee equal to the greater of \$165 or 2% of Gross Revenues	Payable monthly by the 10th day of the next month	Fee can be increased by up to 10% but not more frequently than once every three years and increase must apply to all Exit Factor businesses
Market Cooperative Contribution	As determined by the co-op. Currently, none.	As determined by the co-op.	Payable to the cooperative. We have the right to establish local or regional cooperatives.

Name of Fee ¹	Amount	Due Date	Remarks
Technology Fee ⁴	A monthly fee equal to \$200 per month	Payable monthly by the 10th day of the next month	Fee can be increased by up to 10% annually and increase must apply to all Exit Factor businesses. This includes the cost for up to two consultants.
Transfer Fee ⁵	\$19,500 for the transfer of each Designated Marketing Area, or the then current transfer fee	Prior to consummation of transfer	Payable by the seller from the proceeds of the sale of the franchise or the buyer
Renewal Fee	\$1,500	30 days before renewal	To cover costs of closing and processing paperwork
Consultant Fee ⁶	\$75 per consultant or the then current fee	Payable monthly	For each consultant beyond the first two. Fee can be increased by up to 10% annually
Consultant Training Fee ⁷	\$495 or then current training fee per person attending training plus travel & hotel expenses	Payable prior to start of training	
Audit-Inspection Costs ⁸	Cost of audit-inspection, including travel, hotel, meals, salaries and fees	When billed	Payable should we conduct an inspection of your books of account and records and our inspection reveals you have underreported your Gross Revenue by more than 2%.
Non-compliance fee	\$250-\$500 per compliance violation	Payable on demand	Payable to Exit Factor if your business is not in compliance with Exit Factor's system specifications or a non-monetary term of the franchise agreement and you fail to correct the non-compliance after 30 days' notice. \$500 for the first violation, and \$250 per violation thereafter.

All fees are imposed and collected by us, and only payable to us, unless otherwise indicated.

- ¹ Unless indicated otherwise, these fees or payments are uniformly applied to franchisees and are nonrefundable, however, in certain unique circumstances, we may reduce or waive a fee for a particular franchisee for a limited period of time.
- ² Our Franchise Agreement requires you to pay to us monthly a continuing royalty in the amount listed in the table above. “Gross Revenues” is defined as all revenue received in the operation of your business including all coaching and consulting fees, software and membership fees, referral fees from business brokerage, investment banks, business banks, loan brokers, wealth managers, and all other designated partners, revenue derived from real property and business valuations, loan brokerage, financing transactions, and other services of any type provided by the business. “Gross Revenues” shall be calculated from the date in which the revenue is earned, not collected. For example, if the franchisee earns fees of \$20,000 in January, and the client pays the fee in four monthly payments through April, the franchisee shall be deemed as having Gross Revenue of \$20,000 in the month of January. You are required to provide a monthly report of your revenues. You are prohibited from offsetting or deducting this required royalty payment in any form or fashion. We require you to pay these amounts and the Marketing Fund Contribution through electronic funds transfer or automatic withdrawal. We may charge you interest and/or late fees if your royalty fees and other amounts due to us are not paid in a timely manner. We have the right to inspect your financial records to verify the accuracy of these reports. The minimum amount stated is “per Designated Marketing Area.” For example, if you operate in two Designated Marketing Areas, the minimum amount you would pay each month during your first year of operations is and \$100 for the second Designated Marketing Area = \$400 total.
- ³ The Marketing Fund Contribution is paid monthly to Exit Factor Advertising Fund, Inc. (the “Fund”). It will be used by the Marketing Fund for national advertising, Internet advertising, and other marketing and advertising conducted by the Fund. See Item 11.
- ⁴ The Technology Fee is for hosting, maintenance, and support for your customer-facing brand website, learning management software, and email management. Exit Factor has also partnered with Gorilla Dash to provide a Franchisee-accessed assets management and reporting platform.
- ⁵ The transfer fee is per Designated Marketing Area. For example, the current fee to be paid for the transfer of two Designated Marketing Areas would be \$39,000. This fee is subject to change.
- ⁶ The monthly Consultant Fee covers hosting and maintenance of the consultants’ email account and additional learning management account for each consultant after you and one additional consultant.
- ⁷ Our Franchise Agreement requires that all new consultants hired by a franchisee attend a four-day training class at the Company’s headquarters. Prior to attending the training class, new consultants may, at your option, take and complete our online training course. If they do, the consultant training fee is due prior to completing the online course, and no additional training fee is due when the consultant attends the live class at the Company’s headquarters.
- ⁸ We have the right to inspect your financial records to verify the accuracy of your reported Gross Revenues. We may examine your financial books, bank accounts, bank statements, tax returns and records relating to your Exit Factor business together with the right to make copies. You must provide and send financial data and copies of your financial books, bank statements, tax returns and other records to us if we request. You are not permitted to combine or commingle

your Exit Factor business operations with that of any other business. You are not permitted to use the bank account designated for your Exit Factor business to process transactions, sales, make deposits or pay expenses for another business. You must keep the financial books and records of your Exit Factor business separate and apart from your personal financial books and records and the books and records of any other business you own or operate. You must not file consolidated tax returns for the Exit Factor business which consolidate the income and deductions of the Exit Factor business with those of another business. Our audit will be at our sole expense; provided, however, you will pay the reasonable cost of any audit where this audit discloses that you have paid less than 98% of your royalties in any one month. You will be required to maintain all of your financial records for a period of 6 years. In addition, you will be required to provide us with a profit and loss statement monthly, and sales reports as we may direct. You must send to us financial reports annually in the form that we request (balance sheet, profit and loss statement, etc.). You must also provide us with copies of your tax returns on an annual basis. Financial statements and reports for the Exit Factor business must not be consolidated with any other business. If you consolidate, combine or commingle any of the financial books and records, tax returns or financial reports for the Exit Factor business with those of another business or use your bank account designated for the Exit Factor business in the operation of another business, our right to audit will be extended to the complete financial records, tax returns, books and bank accounts of the other business.

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ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount Estimated Range	Method of Payment	When Due	To Whom Payment is Made
Franchise Establishment Fee ¹	\$39,500	Lump Sum	At signing of Franchise Agreement	Company
Travel and Living expenses while at training school ²	\$210 – \$550	As incurred	During training	Hotel, Restaurants, Entertainment, etc.
Marketing Fund Initial Membership Fee ³	\$500	Lump sum	At closing	Marketing Fund
Premises Lease ⁴	\$210 – \$3,750	As arranged	As arranged	Landlord
Initial Advertising	\$1,500 – \$3,300	As arranged	As incurred	Supplier
Software and Supplies Package ⁵	\$11,995 – \$13,195	Lump sum	At signing of Franchise agreement	Company
Equipment and Office Software	\$0 – \$1,650	As arranged	As arranged	Third party vendors
Insurance ⁶	\$500 – \$4,400	As arranged	As incurred	Supplier
Additional Funds (6 mos.) ⁷	\$5,000 – \$15,500	As incurred	As incurred	Employees, Suppliers and other third-party vendors.
Total	Low = \$59,415 High = \$82,345			

Except where noted otherwise, all amounts that you pay to us are nonrefundable. Third party lessors and suppliers will decide if payments to them are refundable. Neither we nor any of our affiliates offer any financing for any of your initial investment.

¹ The franchise establishment fee is discussed in detail in Item 5 of this Disclosure Document. We do not offer financing for this fee.

² We provide your transportation to our Florida corporate headquarters where we hold our training. We also provide your hotel accommodations and one daily meal. The only cost that you will incur will be for your other daily meals and your entertainment. These costs will vary depending upon

your requirements. If you bring additional persons to the training program, you will pay \$495 per person attending and you will be responsible for their travel and hotel expense.

- ³ The initial membership fee for the Marketing Fund is discussed in Item 5. During the term of the franchise, you will pay a monthly Marketing Fund Contribution to the Marketing Fund (see Item 6 for ongoing payments).
- ⁴ You will need an office to operate your Exit Factor business. At your option, you may start operations using a virtual office or an executive office suite in a shared office space. If you obtain a virtual office you will receive an office address, phone number, and the use of a conference room on an as needed basis. Monthly rental expense will vary depending on geographic location, square footage, age and condition of premises and other factors. A typical office would be located in an office building and ranges from 200 square feet (if in an executive office suite) to 1,000 square feet. Virtual offices and executive office suites can typically be leased on a month-to-month basis. The low estimate is based on the approximate cost to lease a virtual office for a 6 month period. The high estimate is based on leasing a private executive office for 6 months.
- ⁵ You will need to purchase a Software and Supplies Package from us. This package is discussed in Items 5 and 11 and the contents are listed in Schedule A to the Franchise Agreement. The amount may vary depending on whether you already own some or all of these items.
- ⁶ You are obligated under the Franchise Agreement to hold certain business insurance policies including a comprehensive general liability policy, a policy covering data security and cyber liability, an errors and omissions policy, a policy covering “all risk” of physical loss, and additional policies as may be required under your local laws or ordinances. We also recommend that you obtain hired and non-owned automobile insurance. The amount listed in this table reflects our estimate of basic insurance for your first six months of operation.
- ⁷ You will need capital to support your on-going expenses to the extent that these costs are not covered by sales revenue when you first open. This figure does not include sums necessary for living or personal expenses nor payments for your debt service. New businesses often generate a negative cash flow for a time. We estimate the amount given will be sufficient to cover on-going expenses for the start-up phase of your business that we calculate to be up to 6 months. However, this is only an estimate and we do not represent or guarantee, nor can we assure you, that additional capital will not be necessary during your start-up phase. Our estimate of the capital you will need to support your ongoing expenses during the start-up phase is based on our affiliate’s experience operating an Exit Factor business since 2022. Your costs will depend on factors such as how much you follow our systems and procedures, your management skills and experience, your business skills, local economic conditions, the prevailing wage rate, the local market for the Exit Factor business, competition and sales levels reached during the start-up phase.

Your total initial investment is based on our estimate of average costs and market conditions prevailing as of the date of this Disclosure Document and our experience in the business. We encourage you to seek the advice of your business advisor, accountant or attorney to help formulate a business plan and a methodology of your business operation. You must bear any deviation or escalation in costs from the estimates in this Item 7.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

In order to ensure a uniform image and uniform quality services in all Exit Factor businesses, you must maintain and comply with our quality standards. As noted in Items 5 and 7, you are required to purchase from us the Software and Supplies Package, which includes our Exit Factor CRM Software and other items. Schedule A to the Franchise Agreement contains a list of the contents of the Software and Supplies Package. For the year ended December 31, 2023, our gross revenue from the sale of the Software and Supplies Package was \$0.

You are also required to purchase Exit Factor CRM Software maintenance services and Internet website and email account hosting and maintenance services from us. For the year ended December 31, 2023, our gross revenue from franchisee purchases of these services was \$152,050. Our CEO, Raymond Titus, owns an interest in our Company.

We are the only approved supplier for the Software and Supplies Package, Exit Factor CRM Software maintenance services, Internet website and email account hosting and maintenance services.

Custom enhancements to your Internet website will be at your expense and must be performed by a vendor we approve. You are not required to have your Internet website customized or enhanced. You are also required to purchase the computer hardware and additional software described in Item 11 that is not included in the Software and Supplies Package. These items can be purchased from a vendor of your choice.

We estimate that your purchase of software, supplies, marketing materials and software maintenance services from us or that meet our specifications and standards will represent approximately 60% to 80% or more of the cost to establish the franchise business and less than 1% up to 10% of the cost to operate the franchise business on an ongoing basis.

The standards and specifications, which cover requirements for advertising, record keeping, and transaction documentation, imposed on franchisees are formulated and modified based on industry standards. The standards and specifications are issued to franchisees in an operations manual (the "Operating Manual") and by informational memos issued from time to time.

The Franchise Agreement requires you to sell or use only those services in connection with the Exit Factor trademarks and business that we have approved in writing. The purpose of this requirement is to ensure that all franchisees adhere to the uniformity requirements and quality standards associated with Exit Factor businesses and not to exercise any day-to-day control over the operation of your Exit Factor business.

The approved services will be listed in the Operating Manual provided to each franchisee. We may, in our discretion, approve additional services upon written request by a franchisee. The written request must include a description of the services to be provided and information concerning additional resources required to perform the services including employees or contractors, office or retail space, required licenses to perform the services and financial investment. In considering approval of the additional services, we will consider the compatibility of the additional services to the services offered by an Exit Factor business, the financial resources of the franchisee to provide these additional services and whether the franchisee is in compliance at that time with the terms of his or her franchise agreement. We will provide written notice of approval or disapproval of the additional services requested within 30 days of the receipt of the request. An approval may be revoked if we determine that the service is not being provided as described by the franchisee in its request; the provision of the service is interfering with the conduct of the franchisee's consulting business or the

franchisee loses a mandatory license required to provide the service. Written notice of the revocation will be provided to the franchisee which will allow a reasonable period of time to correct the issues resulting in the revocation if such issues are capable of being corrected.

You are required to use our approved vendor for your digital marketing services. We currently do not receive a rebate from this vendor.

You are required to use our approved vendor for your bookkeeping, which is currently QuickBooks Online, provided by Intuit Inc. We currently do not receive a rebate from this vendor.

Except as described above, we do not require you to purchase your on-going supplies for the operation of your franchise through us or from suppliers we approve although you may purchase at your option certain items such as marketing materials and office supplies from our affiliates or us. Our affiliates, Signarama and Fully Promoted, are suppliers of marketing materials and supplies. Our Manager, Ray Titus, owns an interest in these affiliated companies.

We have negotiated purchase arrangements with Learnworlds, IDS, Keap, and Zoominfo for the benefit of our franchisees.

In the event you have a client who desires to sell their business with a business broker, you are required to refer that client to a franchisee of our affiliate, Transworld Business Advisors, only if the client's business is physically located in the Designated Marketing Area of a Transworld Business Advisors franchisee. We do not receive compensation or other consideration from any supplier, including Transworld, but we may do so in the future. We do not provide material benefits to our franchisees based on a franchisee's use of a designated or approved source.

The Franchise Agreement requires you to purchase and maintain liability insurance in an aggregate amount that we designate periodically, as described in Item 7. You also must purchase and maintain any other insurance required by any agreement or lease related to the franchise business or by law. You must furnish to us copies of all insurance policies. The insurance requirements are minimum requirements. You should consult with your local insurance agent and legal counsel to ensure your franchise business is adequately insured, and that you have all insurance required by law and under the terms of any agreement to which you are a party.

You may use only marketing and promotional materials that we have approved (see Item 11 for more information on marketing).

When your franchise is up for renewal, among the factors we consider are your compliance with your Franchise Agreement and support of our programs and policies, which would include compliance with the requirements described in this Item 8. There are no purchasing or distribution cooperatives in the franchise system that offer to you certain products used in the franchise business.

Our standards, specifications and designation of approved suppliers disclosed above are required for the purpose of protecting the goodwill associated with the Exit Factor trademarks and to ensure a uniform image and uniform quality services in all Exit Factor businesses. We will vary our standards, specifications and designations at your request if necessary, to comply with local laws or regulations.

ITEM 9

FRANCHISEE'S OBLIGATIONS

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

	Obligation	Section In Agreement	Item In Disclosure Document
a.	Site selection and acquisition/lease	Section 3 of Franchise Agreement	Item 11
b.	Pre-opening purchase/leases	Section 6 of Franchise Agreement	Items 5, 7 and 8
c.	Site development and other pre-opening requirements	Section 6 of Franchise Agreement	Items 5, 7 and 11
d.	Initial and ongoing training	Sections 4.B, 6.A, 6.M, 7 and 8 of Franchise Agreement	Items 7 and 11
e.	Opening	Section 6 of Franchise Agreement	Item 11
f.	Fees	Section 10 of Franchise Agreement	Items 5, 6 and 7
g.	Compliance with standards and policies/operating manual	Sections 6, 12 and 14 of Franchise Agreement	Items 8 and 11
h.	Trademarks and proprietary information	Sections 6 and 14 of Franchise Agreement	Items 13 and 14
i.	Restrictions on products/services offered	Section 6.K of Franchise Agreement	Item 16
j.	Warranty and customer service requirements	Sections 6 and 21 of Franchise Agreement	Item 11
k.	Territorial development and sales quotas	Section 1.C of Franchise Agreement	Item 12
l.	Ongoing product/service purchases	Section 6.U of Franchise Agreement	Item 8
m.	Maintenance, appearance and remodeling requirements	Not applicable	Item 11
n.	Insurance	Section 13 of Franchise Agreement	Items 7 and 8
o.	Marketing/Advertising	Section 12 of Franchise Agreement	Item 11

	Obligation	Section In Agreement	Item In Disclosure Document
p.	Indemnification	Section 6.S of Franchise Agreement	Item 6
q.	Owner's participation/Management /staffing	Sections 6.B, 6.J, 6.P, 6.R and 6.M of Franchise Agreement	Items 11 and 15
r.	Records and reports	Sections 10.F and 11.A of Franchise Agreement	Item 6
s.	Inspection and audits	Section 11.A of Franchise Agreement	Item 6
t.	Transfer	Section 15 of Franchise Agreement	Item 17
u.	Renewal	Sections 2.B, 2.C, 2.D and 2.E of Franchise Agreement	Item 17
v.	Post-termination obligations	Section 17 of Franchise Agreement	Item 17
w.	Non-competition covenants	Sections 6.P and 17.F of Franchise Agreement	Item 17
x.	Dispute resolution	Sections 25 and 26.D of the Franchise Agreement	Item 17

ITEM 10

FINANCING

Neither we nor any agent or affiliate offers direct or indirect financing to you, guarantees any note, lease, or obligation of yours, or has any practice or intent to sell, assign, or discount to a third party all or any part of any financing arrangement of yours.

ITEM 11

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

Except as listed below, Exit Factor, LLC is not required to provide you with any assistance.

PREOPENING OBLIGATIONS

Prior to opening your franchise to the public, we are required under the Franchise Agreement to provide the following assistance and service to you:

1. Prior to opening your Exit Factor business, we will bring you to our national headquarters in West Palm Beach, Florida for in-person training. We will provide you with a hotel room and one daily meal during your stay. If Exit Factor elects to offer any training programs remotely,

Exit Factor shall give you advance notice of same, and you may elect at that time to attend training remotely (See the Franchise Agreement Section 7).

2. We assist you during the initial operation of your Exit Factor business. We conduct a virtual launch for your location within 90 days of satisfactorily completing the Exit Factor initial training program for 6 hours to help you with additional training, guidance on beginning your business, initial marketing, and other means of assistance. (See the Franchise Agreement Section 4.B).
3. We will sell to you the Software and Supplies Package described in Schedule A to the Franchise Agreement. (See the Franchise Agreement Section 4.C)
4. We recommend to you a suggested bookkeeping system. (See the Franchise Agreement Section 4.E). One (1) year of Quickbooks Online with Chart of Accounts is included with your Equipment Package.
5. We provide you with a detailed Operating Manual together with other relevant manuals and written material which will aid you in the operation of your Exit Factor business. Some of the materials provided will be samples of documents used by Exit Factor in the operation of its consulting business in Colorado. These documents are provided only for reference purposes. Prior to use, you must have them reviewed by an attorney licensed in your state. (See the Franchise Agreement Sections 4.F and 4.G)

FRANCHISOR'S CONTINUING OBLIGATIONS

During the ongoing operation of your Exit Factor business, we are required by our Franchise Agreement to provide the following assistance and services to you.

1. We are constantly researching and developing ideas that we believe will improve our system. As we do so, we will provide you with details. In addition, we will periodically update your Operating Manual to reflect these alterations and/or improvements. (See the Franchise Agreement Section 5.A)
2. Every 12-18 months we will hold a convention for franchisees. We will invite vendors, suppliers and outside contractors to these meetings in order to make you aware of industry developments and to potentially save you money on your ongoing supplies. In addition, we will conduct seminars and conventions on topics relating to your ongoing training and improving the operation of your Exit Factor business. We update you on the progress of our company and the Exit Factor system as a whole. We invite and encourage all of our franchisees to attend each of these conventions and seminars, however, your attendance at these conventions and seminars is not mandatory. (See the Franchise Agreement Section 5.D)
3. We will continuously solicit new businesses to join the Exit Factor lead referral program, enter into agreements with them, and provide their promotional literature and other sales tools to you. (See the Franchise Agreement Sections 5.B and C)
4. We will send you a copy of our corporate newsletter from time to time. The corporate newsletter contains useful and pertinent information relating to the ongoing operation of your Exit Factor business. (See the Franchise Agreement Section 5.E)

5. From time to time we will send you bulletins on sales methods, marketing development and techniques, and business and operating procedures. (See the Franchise Agreement Section 5.F)
6. We will offer you continual advice and support for your operations by telephone, e-mail, and the Internet. (See the Franchise Agreement Section 5.G)

ADVERTISING

Marketing Fund

You and all other franchisees must contribute to the Marketing Fund. You are required to pay a monthly Marketing Fund Contribution to the Marketing Fund of either 1) \$165 for each Designated Marketing Area owned by You; or 2) 2% of your Gross Revenues, whichever is greater. This monthly fee can be increased in the future. (See Section 10.C of the Franchise Agreement). You also will pay an initial membership fee to the Marketing Fund of \$500 upon execution of your Franchise Agreement.

We will use the Marketing Fund for marketing, advertising, and public relations materials, programs and campaigns and related overhead. Media coverage may be local, regional or national. Except in connection with the Marketing Fund, we are not obligated to conduct advertising for you.

The sources used by the Marketing Fund may be in-house, or national or regional agencies. There is no obligation to use the assets of the Marketing Fund to spend any amount in your Designated Marketing Area.

If we were to open any company-owned businesses, such businesses would pay the same Marketing Fund Contribution as a new franchisee at that time.

The Marketing Fund is not audited. We will make unaudited annual financial statements available to you upon request. If not all funds are spent in the fiscal year in which they accrue, the money will remain in the Marketing Fund to be spent in the next year. No money from the Marketing Fund is spent principally to solicit new franchise sales.

During calendar year 2023, there were no expenditures made by the Marketing Fund.

In addition to the Marketing Fund Contributions paid to the Marketing Fund, you are encouraged to expend at least an amount equal to 5% of your gross billings on approved direct or local marketing. "Direct or local marketing" includes sales personnel costs, promotional seminars, advertising and promotions on television and radio, in newspapers and through other media, periodicals and public relations.

We must approve your marketing materials prior to their use. We will not unreasonably withhold approval of any marketing materials that you propose to use, if your materials are factually accurate and current, conform to the highest standards of ethical marketing and all applicable laws and regulations, and are in good taste and accurately depict the Exit Factor trademarks. Our review and approval of your marketing materials is not a warranty of any kind. You are responsible for ensuring that your materials are factually accurate and current, and that all materials and activities conform to the highest standards of ethical marketing and applicable laws and regulations.

Advertising Council

We do not have an advertising council comprised of franchisees that advises us on advertising policies, although we reserve the right to form one in the future.

Marketing Cooperatives

We do not currently have any local or regional advertising cooperatives, however, we have the right to require you to participate in a local or regional advertising cooperative if one is formed for your Designated Market Area.

We will define the area of the cooperative based on media markets, or other geographic criteria that we deem appropriate. The amount you must contribute to the cooperative will be determined by vote of the members and franchisees in the same cooperative will contribute at the same rate. If our own outlets are members of a cooperative, they must contribute to the cooperative on the same basis as franchisees.

We administer the cooperative, but we have the right to delegate responsibility for administration to an outside company such as advertising agency or accounting firm, or to the franchisee members of the cooperative. We have the right to require the cooperative to operate from written bylaws or other governing documents that we determine. The documents are not currently available for you to review.

Cooperatives must prepare annual financial statements which are available for review only by us and by the members of cooperative. We have the power to require cooperatives to be formed, changed, dissolved, or merged.

COMPUTER HARDWARE AND SOFTWARE SYSTEMS

You are required to use a laptop or desktop computer system including non-proprietary hardware and software and related accessory equipment. The following hardware and software meets our minimum requirements:

Hardware
Dell Inspiron 3000 Laptop or Desktop Computer
-I5 Intel Core Processor
8 GB RAM
Wireless Card / Bluetooth
DVD
Memory Card Reader
HDMI/USB Ports
Software
Windows 8.1 pre-loaded
Adobe Acrobat Pro
Office 365
QuickBooks Online
Exit Factor CRM Software

You will need to acquire all of the computer hardware and software listed above except for QuickBooks Online and the Exit Factor CRM software which are included in the Software and Supplies Package. The estimated cost of acquiring the required hardware and software is \$1,650. The computer hardware and software will be used to (i) communicate with us, your clients and prospective clients and vendors; (ii) store data regarding clients; and (iii) maintain the accounting records for your business. In addition to the computer and hardware software listed above, you will need: multiple phone lines with broad band for the Internet and a cell phone. There are no contractual limits imposed on our access to the information stored within your computer system. We will have unlimited independent access to all of the information that is stored in the databases maintained on your computers, through servers or the Exit Factor CRM software.

This information will include listings of, and information regarding, client businesses, prospective clients, and referral partners.

You may have to upgrade your computer system and software from time to time, the cost of which cannot be determined at this time. You cannot be required to upgrade the computer system and hardware more frequently than once every three years; however, there is no limitation on the cost of any required upgrade. Starting with the first month of operation of your business, if you have more than two consultants, you are required to pay a monthly Consultant Fee of \$75 for each consultant above the first two. This fee is for an email account and software access. This fee subject to increase. You are responsible for all maintenance, repairs or upgrades to your computer system and hardware. There is no other requirement to pay for any support contracts. We are not contractually obligated to maintain, repair, update or upgrade your computer system and software.

We require that during the term of the Franchise Agreement you use and maintain the Internet web page, domain name and email address(es) supplied by us as part of the Software and Supplies Package described in Schedule A to the Franchise Agreement. (Section 6.T of the Franchise Agreement) Your consultants and employees are also required to use email addresses we supply.

We retain the right to control the content of this web page. You, your consultants and employees are not permitted to use any web page, email address or domain name in connection with the operation of your Exit Factor business other than those we supply or designate for your use with our consent. If you obtain or use another website, email address or domain name without our consent, the unapproved domain name, email address or website must be immediately transferred and assigned to us. During the term of the franchise, we may change or reassign the domain name we designate for your use. (Section 6.T of the Franchise Agreement)

TRAINING PROGRAM

Prior to opening your Exit Factor business, you must attend and complete to our satisfaction our extensive initial training program held at our corporate headquarters in West Palm Beach, Florida. Your training fees are covered in your franchise establishment fee. We will provide your transportation to and from West Palm Beach, your hotel accommodations and one daily meal. You may bring additional persons to the initial training at a cost to you of \$495 or the then current fee per person and you will be responsible for their travel, hotel and meal expenses.

It is expected that our training program will be offered 6 times during 2024. The instructional materials for the classes will be part of the Operating Manual, PowerPoint presentations and handouts. Although it is not required, you may attend a refresher-training program or send your representatives to be trained at any time in the future. All you have to do is pay your travel, lodging, meals and a training fee of \$495 (or the then current training fee) per additional person, if applicable. For a complete list of your rights and obligations under your Franchise Agreement in regard to training, please consult the Franchise Agreement Sections 7 and 8.

Exit Factor, at its sole discretion, may offer to train You virtually rather than in person.

Melissa Nunez, our Director of Operations, runs training and teaches classes on the operation of an exit strategy consulting business. Melissa joined the Company in January 2023 and has 17 years of customer service experience and 2 years of mentorship experience.

Below is a complete list of the subject matter and number of classroom hours for each of the subjects taught in our training program.

TRAINING PROGRAM

Subject	Classroom Hours (West Palm Beach, Florida)	Hours of Virtual On-The-Job Training
Client Management	7	3
Sales Process	7	3
Operations and Advertising	6	2
Hiring and Training	2	2
Exit Factor Program	10	10
Total	32	20

Classroom training is conducted in West Palm Beach, Florida. The on-the-job training is primarily conducted with you virtually following completion of the classroom training over a 90-day period. We reserve the right to offer the above training to you virtually pursuant to then-existing circumstances, including but not limited to, pandemic-related restrictions.

We also conduct a training program for your consultants. All new consultants that you hire must attend. The fee to attend is \$495 or the then current fee per person and you will be responsible for their expenses.

Our initial and continuing training programs disclosed above are provided so that you and your representatives receive the benefit of our accumulated experience and knowledge relating to the Exit Factor business and to ensure a uniform image and uniform quality of services in all Exit Factor businesses. You are solely responsible for training your representatives and consultants. We are not an employer, co-employer or joint employer with you of your employees. You are solely responsible for all employment matters, decisions and relationships.

We reserve the right not to offer our initial and continuing training programs to a consultant if he or she resides within another franchisee’s Designated Marketing Area, if he or she was a prospective franchisee and you interfered with our prospective franchise sale by offering him or her employment within your business, or for similar reasons.

OPERATING MANUAL

A copy of the table of contents of our Operating Manual is attached to this Disclosure Document as Exhibit C. The Operating Manual contains a total of 107 pages.

SITE SELECTION

We do not assist in the selection of nor approve the office location for your Exit Factor business; however, the site must be within your Designated Marketing Area.

You are required to select your location and execute the lease for the location prior to execution of the Franchise Agreement and attending our franchisee training school. The typical franchisee goes straight from training to their location. The typical franchisee has approximately a two-week period to prepare for their opening after training. The total time from the signing of the Franchise Agreement to the opening of your location is typically six to eight weeks. This time may be longer if you are required to complete licensing requirements in the state where your business will be located.

ITEM 12

TERRITORY

You are granted the right to operate an Exit Factor business within a Designated Marketing Area. Your business must be located in your Designated Marketing Area which will be a geographic area defined and named by us which contains 8,000 or more registered businesses. You must confine all your business-related business activities to your Designated Marketing Area including, but not limited to meetings, conferences, community service, and educational programs. While you are not restricted from accepting unsolicited clients from outside your Designated Marketing Area, you must restrict the targeting of public relations, promotional, sales and marketing activities and the activities of your consultants to individuals and businesses located within your Designated Marketing Area and shall not actively market areas outside of your Designated Marketing Area using the Internet, telemarketing or other forms of direct marketing and cannot indicate in any media, print or electronic, that you have a location or provide services in any area outside of your Designated Marketing Area.

Your Designated Marketing Area is exclusive, and we will not open or operate company-owned businesses and/or grant additional franchisees the right to open or operate a business consulting firm within your Designated Marketing Area. The continuation of your exclusive area is dependent on acquiring one client in your Designated Marketing Area during each 12 months of operation of your business, after the first 12 months of operation. If you fail to complete the minimum required client acquisitions, you may lose exclusivity within your Designated Marketing Area. If you meet the minimum, then your Designated Marketing Area can only be altered or modified with your written consent.

We have the right and, through the Marketing Fund, may promote the services offered by Exit Factor businesses in your Designated Marketing Area using the Trademarks through the Internet, telemarketing, and direct marketing. Any potential clients received through such promotional efforts will be forwarded to the franchisee located in the Designated Marketing Area in which the potential client resides or operates a business. No compensation will be paid to franchisees as the franchisor will not realize revenues from these promotional activities, and the referrals resulting from this marketing will be passed to the affected franchisee.

We and our affiliates do not currently operate a business under a different trademark that offers services similar to those which your Exit Factor business will offer, and we have no plans to do so in the future. You have no options, right of first refusal or similar rights to acquire an additional franchise within any particular territory, although you may ask us at any time to purchase additional franchises. You will be granted an additional franchise based on the following:


1. Whether or not you are currently in default or have been in default of any part of your Franchise Agreement;
2. Your financial history, the financial stability of your existing business, and your experience managing your existing business.

You can move the location of your business within your Designated Marketing Area with our written consent which shall not be unreasonably withheld. The relocation of your business will not change your Designated Marketing Area.

ITEM 13

TRADEMARKS

The Franchise Agreement licenses you to use our proprietary trademarks, service marks, trade names, trade dress, and commercial symbols (collectively, the “Marks”). You may not use any of the Marks as part of your corporate or business entity name. We also claim common law trademark rights for all the Marks you will use in the operation of your Exit Factor business.

Trademark, Service Mark or Design	U.S. Reg. No. or Serial No.	Principal/ Supplemental Register	Date of Registration or Application
	98/157,950	Principal	August 30, 2023
Exit Factor	98/157,983	Principal	August 30, 2023

Because there is not yet a federal registration for the Marks, these Marks do not have as many legal benefits and rights as a federally registered trademark. If our right to use the Marks is challenged, you may have to change to an alternative trademark, which may increase your expenses. There are no agreements that limit our right to use or license the use of the Marks.

We will notify you in writing (through the Operating Manual or otherwise) which Marks you are licensed to use. Your use of the Marks and any related goodwill is to our exclusive benefit, and you retain no rights in the Marks upon termination of the Franchise Agreement. You are not permitted to make any changes or substitutions of any kind in or to the use of the Marks unless we direct in writing. Domain and email addresses that include one or more of the Marks must be approved in advance by us and, if approved, we will own the addresses and authorize you to use them in the operation of your business.

There are no currently effective determinations of the Patent and Trademark Office, Trademark Trial and Appeal Board, the trademark administrator of any state or any court, or any pending infringement, opposition or cancellation proceeding, or any pending material litigation, involving the principal Marks. There are no superior prior rights in the Marks or infringing uses actually known to us that could materially affect your use of the Marks.

We are not required to protect you against infringement or unfair competition claims arising out of your use of the Marks, or to participate in your defense and/or indemnify you. We reserve the right to control any trademark litigation and will be the sole judge as to whether suit will be brought or settled in any instance when any person or entity infringes the Marks. You must notify us promptly of any infringement or unauthorized use of the Marks that you become aware of and to cooperate with any action that we undertake. If any party claims that its rights to use any of the Marks are superior and if we determine that the claim is valid, you must, at your expense, immediately make the changes and use the substitutions to the Marks as we require.

If we require, you must modify or discontinue the use of any Mark and use other trademarks or services marks we designate. We do not have to reimburse you for modifying or discontinuing the use of a Mark or substituting another trademark or service mark for a discontinued Mark. If we adopt and use new or modified Marks, you must add or replace supplies and materials and signs and fixtures (as applicable) and make other modifications we designate as necessary to adapt your business for the new or modified Marks. These changes may require additional investment to conform your business to changes to the Marks and other System modifications. We do not reimburse you for any loss of goodwill associated with a modified or discontinued Mark.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

You will use our confidential information (“Confidential Information”) in the operation of your franchised business. We will disclose Confidential Information to you in the Operating Manuals and other communications. We claim copyright protection covering our Confidential Information. We have not registered these materials with the U.S. Registrar of Copyrights, but we need not do so to protect them.

Except as described above, no patents or copyrights are material to the franchise. You must promptly notify us when you learn of an unauthorized use of the Confidential Information or the Operating Manuals. We are not obligated to take any action against any unauthorized user of the Confidential Information or the Operating Manuals, but will respond to this information as we think appropriate. We will control any litigation involving the Confidential Information and the Operating Manuals. We are not obligated to participate in your defense or to indemnify you for losses you incur in a proceeding brought by a third party involving your use of the Confidential Information.

If we, in our sole discretion, determine it necessary to modify or discontinue use of any patents and/or copyrights, or to develop additional or substitute patents and/or copyrights, you must, within a reasonable time after receipt of our written notice of a modification or discontinuation, take all action, at your sole expense, as we deem necessary.

There is no infringing use known to us that would materially affect your use of any proprietary or copyrighted materials.

The Operating Manuals belong to us and you must return them to us on the expiration or termination of your Franchise Agreement. You must make no disclosure, duplication or other unauthorized use of any portion of the Operating Manuals. You must keep the Operating Manuals updated and at your business. You must keep the Operating Manuals in a secure area in your office. If there is a dispute regarding the contents of the Operating Manuals, our master copy will control.

We have developed and maintain an Internet website, and we may establish other websites that may provide information about the System and the services offered by us and our franchisees. We require you to participate in activities conducted on the website(s). You must comply with all provisions in the Operating Manuals concerning our website.

You must treat and maintain our Confidential Information and our trade secrets as confidential. Confidential Information includes any knowledge, know-how, technologies, processes, techniques and any other information not generally known by, or readily available to the general public, or that we designate as confidential or a trade secret. Confidential Information includes, for example, information relating to customers, customer accounts, National Account Clients, National Accounts, and the Operating Manuals.

You must strictly limit access to the Confidential Information to your agents or other employees, to the extent they have a "need to know" to perform their jobs. All persons to whom you grant access to the Operating Manuals or any other Confidential Information, any person who attends any training program we conduct, and all of your employees must sign a form of confidentiality agreement that we reasonably approve. If you are a partnership, limited liability company or corporation, all of your owners, officers or directors and any of these individuals' spouses are bound by the confidentiality provisions in the Franchise Agreement.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You are not required to sign a personal guarantee, however, you are required to personally sign the Franchise Agreement, even if you form a corporation, partnership or other business entity for the operation of the franchise. Your spouse is also not required to sign a personal guarantee. If you form a corporation or other business entity, you will sign the Franchise Agreement both personally and on behalf of the business entity as an officer or director of the company. If you form a partnership, you and your partners will sign the Franchise Agreement personally. If you are an individual, you must directly supervise and manage your Exit Factor business. If you are a corporation, partnership, or other business entity, a principal, general partner, or your fully trained manager must devote full-time and best efforts to the management and operation of the Exit Factor business. The Exit Factor business must at all times be under the direct supervision of someone who has completed our training program. You must also maintain a competent, conscientious, neat and trained staff.

If the franchisee is not going to work full-time in the business, or if the franchisee is acquiring an additional but non-contiguous Designated Marketing Area, we require the franchisee to hire a full-time manager prior to commencing that Exit Factor business. We do not place any limits on who you may hire as a manager or consultant, although they must satisfactorily complete our initial training program. Neither your manager nor your consultants are required to have an equity interest in your business. Your manager and consultants must sign a confidentiality and nondisclosure agreement maintaining confidentiality of our trade secrets and other proprietary information described in Item 14 and abide by the non-compete covenants described in Item 17, which are valid for two years after the termination of their employment. A copy of the confidentiality and nondisclosure agreement is attached to this Disclosure Document as Exhibit J. You are required to send consultants for training under the terms of your Franchise Agreement and as outlined in Item 11 of this Disclosure Document.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We require you to offer and sell only services and goods that we have approved, but there is no obligation to provide all of the services and goods authorized by us. There are no limits on our right to make modifications to the approved services and goods from time to time in the Operating Manual or otherwise in writing. If there is a Transworld brokerage in your Designated Marketing Area, you will be required to refer any client who desires to sell their business to the Transworld brokerage, and not to another broker.

You are not limited in the persons to whom you may sell services and goods in your Designated Marketing Area. We encourage you to respect the clientele of other Exit Factor franchisees, and you must direct your marketing activities to individuals and businesses located in your Designated Marketing Area.

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP

	Provision	Section In Franchise or Other Agreement	Summary
a.	Length of franchise term	Section 2.A of Franchise Agreement	35 Years
b.	Renewal or extension of the term	Section 2.B of Franchise Agreement	35 Years
c.	Requirements for franchisee to Renew or Extend	Sections 2.C, 2.D and 2.E of Franchise Agreement	Provide notice of intent to renew, be in compliance with the Franchise Agreement, sign new franchise agreement which may contain materially different terms and conditions than your original Franchise Agreement, pay \$1,500 renewal fee, and sign releases.
d.	Termination by franchisee	None	Provisions regarding termination by the franchisee are subject to state law.
e.	Termination by franchisor without cause	None	None
f.	Termination by franchisor with cause	Section 16 of Franchise Agreement	We can terminate only if you default.
g.	“Cause” defined- curable defaults	Section 16 of Franchise Agreement	All defaults not specified in Section 16.A of the Franchise Agreement.
h.	“Cause” defined- non-curable defaults	Section 16 of Franchise Agreement	Non-curable defaults: failure to commence business within 90 days from date of Franchise Agreement, failure to keep open, falsification of franchise application, insolvency and bankruptcy, commencement of dissolution proceedings, unsatisfied or unbonded judgment, falsification of books, records or reports, 2 or more prior defaults in 12 consecutive months, unauthorized assignment, hiring an employee or former employee of the franchisor without consent, and communication of proprietary information to competitor.

	Provision	Section In Franchise or Other Agreement	Summary
i.	Franchisee’s obligations on termination/non-renewal	Section 17 of Franchise Agreement	Obligations include payment of all amounts due; return Operating Manual and business sale forms provided by us; discontinue use of and turn over all items identifying our marks or name, a customer list, all listing and marketing agreements, address card files, business cards and copies of all past invoices; transfer or assign all telephone numbers, including any cell phone numbers, domain names, email addresses not previously assigned to us; assign all listing and marketing agreements with customers to us; assign your interest in your lease if your business is not located in your residence; cease to operate the business and refrain from competitive activities for 2 years in your Designated Marketing Area, within 10 miles of your Designated Marketing Area, another business’s designated marketing area and 10 miles of another business’s designated marketing area; and refrain from soliciting business for 8 months from your business’s customers.
j.	Assignment of contract by franchisor	Section 15.I of Franchise Agreement	No restriction on our right to assign.
k.	“Transfer” by franchisee – defined	Section 15.G of Franchise Agreement	Includes transfer of beneficial interest in franchisee (if a business entity) or the Franchise Agreement or a sale of the business.
l.	Franchisor approval of transfer by franchisee	Section 15.A of Franchise Agreement	We retain the right to approve all transfers but will not unreasonably withhold approval.
m.	Conditions for franchisor approval of transfer	Section 15.C of Franchise Agreement	Prior to consent, not in default of the Franchise Agreement, written bona fide arms-length offer, qualified transferee signs new Franchise Agreement, transferee pays the then current transfer/training fee(s) and completes training, all payments current to us, vendors and suppliers, execution of mutual releases.

	Provision	Section In Franchise or Other Agreement	Summary
n.	Franchisor's right of first refusal to acquire franchisee's business	Sections 15.E and 15.F of Franchise Agreement	We can match any offer.
o.	Franchisor's option to purchase franchisee's business	Section 17.G of Franchise Agreement	Upon expiration or termination, we can buy certain assets at a price equal to your cost or fair market value, whichever is less.
p.	Death or disability of franchisee	Section 15.H of Franchise Agreement	The Franchise Agreement is transferable without additional fee or penalty, subject to Company approval, which shall not be unreasonably withheld.
q.	Non-competition covenants during the term of the franchise	Section 6.P of Franchise Agreement	No involvement in any other competitive business, except with prior written consent of Company.
r.	Non-competition covenants after the franchise is terminated or expires	Section 17.F of Franchise Agreement	No competing business for 2 years within your Designated Marketing Area, 10 miles of your Designated Marketing Area, the designated marketing area of any other Exit Factor business, and 10 miles of the designated marketing area of any other Exit Factor business. Cannot for 2 years in the United States sell franchises for business consulting or lead referral services (subject to applicable state law).
s.	Modification of the Agreement	Section 18 of Franchise Agreement	No modifications generally but Operating Manual subject to change.
t.	Integration/merger clause	Section 18 and 26.H of Franchise Agreement	Only terms of the franchise agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable. No claim made in any franchise agreement is intended to disclaim the representations made in this Disclosure Document (subject to applicable state law).

	Provision	Section In Franchise or Other Agreement	Summary
u.	Dispute resolution	Section 25.A of Franchise Agreement	Either party may request non-binding mediation at any time prior to a dispute being resolved by litigation. All controversies, disputes are to be arbitrated before the American Arbitration Association under its Commercial Arbitration Rules (subject to applicable state law).
v.	Choice of forum	Section 25.A of Franchise Agreement	Mediation shall occur in the county or state in which you reside. All arbitration disputes must be brought before the American Arbitration Association to be held in the locale of Palm Beach County, Florida (subject to applicable state law).
w.	Choice of law	Section 26.E of Franchise Agreement	Florida law applies (subject to applicable state law).

ITEM 18

PUBLIC FIGURES

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

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC’s Franchise Rule permits a franchisor to provide information about the actual financial performance of its franchises and/or franchisor-owned units, 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 provide in this Item 19, for example, by providing information about possible performance of a particular location or under particular circumstances.

The financial performance representations in this Item 19 include certain historical data relating to the Gross Revenues of our affiliate for the twelve-month period January 1, 2023, to December 31, 2023. The affiliate’s profit and loss statement has not been audited by certified public accountants, nor have we sought to independently verify their accuracy for purposes of the financial performance representations. Our affiliate’s operations consist of multiple Designated Marketing Areas. Our affiliate’s operations are for an owner-operated business, meaning no additional employee or contractor was hired to handle consulting delivery.

“Gross Revenues” is defined as all revenue received from operations including, business coaching and consulting fees, software and membership fees, referral fees, and other services of any type provided by an

Exit Factor Business. Nothing is deducted by the Company from Gross Revenues.

EXIT FACTOR, LLC
STATEMENT OF PROFIT AND LOSS
TRAILING TWELVE MONTHS ENDING DECEMBER 31, 2023

	YTD Total
REVENUE	
EF3 Growth Plan	\$62,815.11
EF2 Growth Plan	74,208.31
Partner Fees	2,900.00
EF1 Growth Plan	1,598.00
Exit Assessments	30,000.00
Referral Income	36,200.00
Miscellaneous Income	2,926.95
<hr/>	
Total Revenue	210,648.37
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OPERATING EXPENSES	
Royalty Expense*	16,851.87
Ad Fund Expense*	4,212.97
Sales Commissions	23,348.30
Advertising - General	4,365.50
Referral Commission - External	30,797.89
Miscellaneous Commissions	4,150.00
Technology Expense*	2,400.00
Postage & Delivery	83.06
Insurance - General	540.00
Computer Software	1,523.12
Bank Fees	176.52
Credit Card Fees	4,080.67
Legal and Professional Expenses	5.00
<hr/>	
Total Operating Expense	92,534.90
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NET INCOME/(LOSS)	\$118,113.47

* The expenses of Royalty Fee of 8% of total revenue, Ad Fund Fee of 2% of total revenue, and Technology Fee of \$200 per month are not paid by the affiliate but have been included here to reflect the financial and operational characteristics of a future operational franchise outlet.

Some owners have earned this amount. Your individual results may differ. There is no assurance that you'll earn as much.

Written substantiation of these financial performance representations will be made available to you upon reasonable request.

We do not make any representations about a franchisee's future financial performance or, except as disclosed above, 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 Mark D. Nichols, General Counsel, 2121 Vista Parkway, West Palm Beach, FL 33411, telephone: 561-640-5570, the Federal Trade Commission, and the appropriate State Agencies.

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ITEM 20

**OUTLETS AND FRANCHISEE INFORMATION
EXIT FACTOR FRANCHISES**

**Table 1
System-Wide Outlet Summary
For Years 2021 to 2023***

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Company-Owned	2021	0	0	0
	2022	0	1	+1
	2023	1	4	+3
Total	2021	0	0	0
	2022	0	1	+1
	2023	1	4	+3

* All numbers are as of December 31, 2021, 2022 and 2023. The numbers are for Exit Factor Designated Marketing Areas operated by franchisees and for affiliate-owned Exit Factor Businesses in the United States.

**Table 2
Transfers of Outlets from Franchisees to New Owners (Other Than the Franchisor)
For Years 2021 to 2023***

State	Year	Number of Transfers
Total	2021	0
	2022	0
	2023	0

* All numbers are as of December 31, 2021, 2022 and 2023. The numbers are for Exit Factor Designated Marketing Areas operated by franchisees in the United States. States not listed had no transfer activity to report during the relevant time period.

Table 3
Status of Franchised Outlets
For Years 2021 to 2023*

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
Total	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0

* All numbers are as of December 31, 2021, 2022 and 2023. The numbers are for Exit Factor Designated Marketing Areas operated by franchisees in the United States. States not listed had no franchise activity to report during the relevant time period.

Table 4
Status of Company-Owned Outlets
For Years 2021 to 2023*

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
Colorado	2021	0	0	0	0	0	0
	2022	0	1	0	0	0	1
	2023	1	1	0	0	0	2
Nevada	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
Texas	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
Total	2021	0	0	0	0	0	0
	2022	0	1	0	0	0	1
	2023	1	3	0	0	0	4

* All numbers are as of December 31, 2021, 2022 and 2023. The numbers are for affiliate-owned Exit Factor Businesses.

Table 5
Projected Openings as Of December 31, 2023

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
Alabama	0	0	0
Alaska	0	0	0
Arizona	4	1	0
Arkansas	0	0	0
California	0	0	0
Colorado	0	0	0
Connecticut	0	0	0
Delaware	0	0	0
District of Columbia	0	0	0
Florida	0	0	0
Georgia	0	0	0
Hawaii	0	0	0
Idaho	1	1	0
Illinois	0	0	0
Indiana	0	0	0
Iowa	0	0	0
Kansas	0	0	0
Kentucky	0	0	0
Louisiana	0	0	0
Maine	0	0	0
Maryland	0	0	0
Massachusetts	1	1	0
Michigan	0	0	0
Minnesota	0	0	0
Mississippi	0	0	0
Missouri	0	0	0
Montana	0	0	0
Nebraska	0	0	0
Nevada	0	0	0
New Hampshire	0	0	0
New Jersey	0	0	0
New Mexico	0	0	0
New York	0	0	0
North Carolina	0	0	0
North Dakota	0	0	0
Ohio	0	0	0
Oklahoma	0	0	0
Oregon	0	0	0
Pennsylvania	0	0	0
Puerto Rico	0	0	0
Rhode Island	0	0	0
South Carolina	0	0	0

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
South Dakota	0	0	0
Tennessee	0	0	0
Texas	2	1	0
Utah	2	1	0
Vermont	0	0	0
Virginia	0	0	0
Washington	0	0	0
West Virginia	0	0	0
Wisconsin	0	0	0
Wyoming	0	0	0
Total	10	5	0

The names, addresses and telephone numbers of our franchisees and their businesses are listed in Exhibit F.

The name and last known address and telephone number of every franchisee who has had an outlet terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the fiscal year ending December 31, 2023 or who has not communicated with us within the 10 weeks preceding the issuance date of this Disclosure Document are listed and attached as Exhibit G. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with Exit Factor. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you. No former franchisees have signed such a confidentiality clause during the three year period ended December 31, 2023.

Exit Factor Advertising Fund, Inc. administers the Marketing Fund. This corporation was organized with our assistance and is endorsed by us because we require participation in the Marketing Fund by our franchisees. This corporation can be contacted through our corporate office at 2121 Vista Parkway, West Palm Beach, FL 33411, (561) 640-5570.

ITEM 21

FINANCIAL STATEMENTS

We have not been in business for three years or more, and therefore cannot include all financial statements required by the Franchise Rule of the Federal Trade Commission. Exhibit B contains our audited financial statements dated July 31, 2023, and unaudited interim financial statements dated March 31, 2024. Our fiscal year end is December 31.

ITEM 22

CONTRACTS

The following contracts are included in this Disclosure Document as follows:

1. Exhibit A – Franchise Agreement and Applicable Addenda
2. Exhibit E – General Release Agreement
3. Exhibit H – Deposit Receipt
4. Exhibit I – Compliance Certification
5. Exhibit J – Confidentiality and Nondisclosure Agreement

ITEM 23

RECEIPT OF DISCLOSURE DOCUMENT

COPIES OF AN ACKNOWLEDGMENT OF YOUR RECEIPT OF THIS DISCLOSURE DOCUMENT APPEAR AS EXHIBIT M. PLEASE SIGN AND DATE TWO COPIES AND RETURN ONE EXECUTED RECEIPT TO US. YOU MAY RETAIN THE SECOND EXECUTED RECEIPT FOR YOUR RECORDS.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT A

**FRANCHISE AGREEMENT
AND APPLICABLE ADDENDA**

DATED _____, 20____

Exit Factor, LLC

And

FRANCHISE AGREEMENT

TABLE OF CONTENTS

INTRODUCTION 1

One: RIGHTS GRANTED 1

Two: TERM 2

Three: THE PREMISES 3

Four: FRANCHISOR’S INITIAL OBLIGATIONS..... 3

Five: FRANCHISOR’S CONTINUING OBLIGATIONS..... 4

Six: FRANCHISEE’S OBLIGATIONS 4

Seven: INITIAL TRAINING..... 10

Eight: CONTINUING TRAINING 10

Nine: IMPROVEMENTS 11

Ten: FEES..... 12

Eleven: ACCOUNTING AND REPORTING 14

Twelve: ADVERTISING/MARKETING..... 15

Thirteen: INSURANCE 18

Fourteen: TRADEMARKS..... 19

Fifteen: ASSIGNMENT & RESALE (SALE OF BUSINESS)..... 20

Sixteen: TERMINATION..... 21

Seventeen: CONSEQUENCES OF TERMINATION..... 23

Eighteen: ENTIRE AGREEMENT; FAILURE TO EXERCISE RIGHTS NOT TO BE A
WAIVER..... 25

Nineteen: INDEPENDENT CONTRACTOR 26

Twenty: ACKNOWLEDGEMENTS AS TO ADVICE GIVEN AND OTHER MATTERS 27

Twenty-One: NO WARRANTIES WITHOUT AUTHORITY 28

Twenty-Two: ACTIONS AGAINST FRANCHISEE 28

Twenty-Three: ADDITIONAL REMEDIES OF FRANCHISOR 28

Twenty-Four: NOTICES 29

Twenty-Five: DISPUTE RESOLUTION; EQUITABLE RELIEF 30

Twenty-Six: MISCELLANEOUS PROVISIONS 30

SCHEDULES

- Schedule A Software and Supplies Package
- Schedule B Assignment of Telephone Numbers, Domain Names, and Email Addresses
- Schedule C Electronic Funds Transfer Authorization
- Schedule D Franchisee’s Ratification

FRANCHISE AGREEMENT

Between:

Exit Factor, LLC, a Florida limited liability company whose principal office is at 2121 Vista Parkway, West Palm Beach, Florida 33411, (hereinafter referred to as “Franchisor”) and _____ whose home address is _____, Franchisee (hereinafter referred to as “You” or “Your”).

INTRODUCTION

- A. Franchisor has expended time, effort, and money developing knowledge about the franchise development business, franchise lead generation and franchise consulting for prospective new franchisors and the business brokerage industry and the listing, promotion, and purchase and sale of businesses (the “Services”).
- B. Franchisor holds an exclusive license to use and license others to use the **Exit Factor** Trademarks and will be the owner and/or exclusive licensee of other Trademarks developed during the term of this Agreement which have or will become associated with the Services (“the Trademarks”), and Franchisor has agreed to You using the Trademarks and the system upon the terms and conditions hereinafter appearing.
- C. The methods and knowhow of selling and providing the Services under the Trademarks (“the **System**”) are confidential and are the exclusive property of Franchisor.
- D. The Trademarks are associated with uniformly high standards of service and quality of services.
- E. Franchisor may from time-to-time grant franchises in the United States and its territories and protectorates permitting the operation of the business under the Trademarks to sell the Services (the “Network”).
- F. You desire the benefits of Franchisor’s knowledge, skill, and experience and the right to sell and provide the Services under the Trademarks hereinafter described (an “Business”).

NOW IT IS AGREED as follows:

One: RIGHTS GRANTED

- A. Subject to and in accordance with the terms hereof, Franchisor grants to You the nonexclusive right to use in the Business (as defined below):
 - i. the **System**;
 - ii. the Trademarks and the symbols owned by Franchisor together with Franchisor’s accumulated experience and knowledge relating to the **Exit Factor** businesses; and
 - iii. the Services.
- B. In this Agreement the expression “the Business” shall mean the business carried on by You in exercise of the above rights and pursuant to this Agreement.

- C. The Business shall only be conducted by You from a location within _____ (the “Designated Marketing Area”). In addition, as long as: (i) after the first 12 months of operations you close or complete a minimum of 1 sales transaction in each successive 12-month period during the Term of this Agreement; and (ii) You are not in default under this Agreement, Franchisor shall not open and operate for its own account (or through an affiliate) or franchise others to operate an Exit Factor Business from any physical premises located in the Designated Marketing Area. Franchisor may elect to terminate your exclusive rights to your Designated Marketing Area (but not terminate the Franchise Agreement) by first providing you with written notice as required by Section Sixteen(B) of this Agreement, and then, should you fail to cure as prescribed therein, written notice of termination to your exclusivity. The Designated Marketing Area granted under this Agreement does not in any way grant or imply any other area, market, development, or territorial rights to You, except as expressly provided above in this Section. You and other franchisees may represent buyers and sellers of businesses and persons looking to acquire a franchise who are located outside of their area; however, You cannot actively market to businesses located outside Your Designated Marketing Area. See Section Six K herein.
- D. The rights and privileges granted to You under this Agreement are personal in nature. Without Franchisor’s prior written consent, You will not relocate the Business outside the Designated Marketing Area and You will not open any other Businesses in the Designated Marketing Area. You will not have the right to subfranchise or sublicense any of Your rights under this Agreement.
- E. In this Agreement the word “Goodwill” includes
- i. the goodwill and all rights associated with Franchisor’s copyright material, the **System**, the Trademarks and any other intellectual property rights of Franchisor, and
 - ii. any additional goodwill generated from their use in the Business.
- F. The Goodwill shall, at all times, belong to and be vested in Franchisor and You only have the right to benefit from the Goodwill to the extent provided by this Agreement.
- G. For purposes of this Agreement, Your Business shall be deemed to be open and have commenced operating on the first day of the month following the month in which You complete the initial training provided under Section Seven A. of this Agreement.

Two: TERM

- A. **Initial Term.** This Agreement shall be for a term of 35 years from the date of this Agreement (the “Term”), unless sooner terminated as hereinafter provided.
- B. **Additional Term.** You shall have the right to require Franchisor to enter into a new agreement (the “New Agreement”) to take effect immediately following the end of the initial Term subject to the conditions and terms which follow.
- C. Subject to the following condition precedent, You shall exercise Your right by giving written notice to Franchisor so that it is received 9 months before the Term ends. The condition precedent is that You shall not have any outstanding breach of the terms of this Agreement at the time of Your notice and at the time the New Agreement becomes effective.
- D. The terms of the New Agreement shall be that You and Franchisor shall enter into the New

Agreement for a period at least equal to the Term and upon the terms contained in Franchisor's then current form of franchise agreement provided however:

- i. You shall not pay any sum expressed to be by way of initial fee but shall pay a renewal fee in the sum of \$1,500.00 to cover the costs of closing and processing paperwork upon renewal, and
 - ii. Franchisor shall not be obliged to provide any of the initial or other obligations contained in such agreement that are appropriate to the establishment of a new franchise.
- E. You shall, upon the execution of the New Agreement, be deemed to have released and discharged Franchisor from and against all claims and demands not at issue in mediation or litigation proceedings at the time of renewal, whether or not contingent, which You may have against Franchisor arising from this Agreement or in any way out of the relationship between Franchisor and You.

Three: THE PREMISES

The location of the office from which You conduct Your Business will be determined by You in Your sole discretion provided that the premises must be within the Designated Marketing Area. You may relocate Your business to another premises within the Designated Marketing Area with the written consent of the Franchisor which consent shall not be unreasonably withheld provided that such relocation shall not change Your Designated Marketing Area.

Four: FRANCHISOR'S INITIAL OBLIGATIONS

To assist You in opening for business, Franchisor will (in addition to the training to be provided both remotely and at Franchisor's headquarters pursuant to the provisions that follow in Section Seven below) provide for or make available to You the following services and/or goods:

- A. advice in regard to establishing the Business including assistance with establishing a marketing program;
- B. provide, within 90 days from the date of your completion of the initial training, a 6-hour virtual launch program of additional training, guidance on beginning your business, initial marketing, and other means of assistance;
- C. sell to You the Software and Supplies Package listed in Schedule A to this Agreement;
- D. provide a list of required computer and office equipment, computer software and office supplies in addition to those provided in Schedule A needed to operate Your Business which You must acquire and install prior to opening Your Business;
- E. recommend to You a suggested bookkeeping system;
- F. provide You with an Operating Manual, available for download electronically, which includes statements of policies and procedures, together with instruction and advice in the operation of Your Business; and
- G. provide You with other relevant manuals and other written material which, in its discretion, Franchisor deems necessary provided that any agreement or disclosure forms supplied to You and which you shall have reviewed by local counsel in Your state.

Franchisor may delegate the performance of any or all of its obligations hereunder to such third parties as it deems advisable.

Five: FRANCHISOR'S CONTINUING OBLIGATIONS

Franchisor shall at all times during the term of this Agreement:

- A. provide You with details of any alterations and/or improvements in or to the **System** to enable You to keep the Operating Manual up to date. In the event of any dispute, the authentic text of the Operating Manual shall be the copy kept as such by Franchisor at its principal Corporate Office. The Operating Manual shall at all times remain the property of Franchisor. You acknowledge that the copyright in the Operating Manual is vested in Franchisor;
- B. continuously solicit and enter into lead referral agreements at such referral rates and other fees as Franchisor shall determine in its sole discretion; Any referral fees to be paid to You under this Section Five B may be remitted in whole or part to Franchisor to satisfy any amounts You owe the Franchisor; Further, You acknowledge that in the event an affiliate of the Franchisor owes You any monies, such payment to You by the affiliate shall be less any royalties or other monies you owe to the Franchisor.
- C. provide You with information regarding the businesses which have signed lead referral agreements with the Franchisor that can be displayed or viewed at Your office and distributed to clients;
- D. conduct periodic conventions of franchisees to which Franchisor will invite vendors, suppliers and outside contractors and conduct seminars on topics relating to the operation and promotion of Your Business;
- E. provide You from time to time with copies of Franchisor's corporate newsletter;
- F. offer to You from time to time, free of charge, bulletins on sales and service methods, marketing development and techniques, and business and operating procedures; and
- G. use reasonable efforts to offer advice and assistance with regard to the operation and promotion of Your Business by telephone and via the Internet;

Six: FRANCHISEE'S OBLIGATIONS

In order to maintain the common identity and reputation of the Network, to maintain the uniformly high standards among franchisees carrying on business under the Trademarks in accordance with the **System**, and to protect Franchisor, You, the Network, the Goodwill and the demand for the Services sold, supplied or provided in the Business under the Trademarks, You shall:

- A. have one person, comprised of either Yourself or Your Manager, at Your sole cost and expense except as provided in Section Seven B. herein, undertake and complete to Franchisor's satisfaction such training, at such times, and whether training occurs remotely, by other virtual means, or at Franchisor's training facilities, as Franchisor may reasonably require;
- B. devote an adequate amount of Your time and attention to the Business as is necessary to perform the administrative, marketing, promotional and accounting functions required in operating the **System**. You shall diligently carry on the Business and use Your best efforts to promote the Business. At any time during the term of this Agreement, should You intend to delegate these

performance obligations and/or duties to another individual, You must first notify the Franchisor of Your intent and such individual must be added to this Agreement as an additional Franchisee before he or she assumes such obligations and/or duties.

- C. operate the **System** and Your Business properly and in strict accord with the required provisions of the Operating Manual, provided that such provisions do not conflict with applicable laws or regulations. In the case of a conflict, You shall request a variance and the Franchisor shall grant You an automatic variance for the purpose of compliance with applicable laws or regulations. You acknowledge that the required provisions are intended to protect the goodwill associated with the Trademarks and not to exercise any control over the day to day operations of the Business, which remains Your sole responsibility. You shall not make use of or disclose the Operating Manual to any other person or for any purpose other than for the conduct of the Business, nor shall You make any copies of the Operating Manual or any part thereof. You shall further ensure that Your copy of the Operating Manual is kept up to date at all times. You acknowledge the Operating Manual to be the exclusive property of Franchisor. You agree to use Your best efforts to promptly comply (but no later than 30 days from delivery) with all revisions to the Operating Manual that may be made from time to time;
- D. if You will not be working full-time in the Exit Factor Business, You shall employ prior to the scheduling of the start of the virtual launch described in Section Four(B) of this Agreement and maintain at all times during the term of this Agreement at least one Manager in addition to the Franchisee. The Franchisee shall replace such Manager within thirty (30) days in the case of termination of employment. Franchisee shall also employ other full-time staff members or engage consultants, in addition to employing one full-time Manager, to assist the Franchisee in the operation of the Business as Franchisor deems necessary from time to time. If you have multiple Designated Marketing Areas, you may be the only employee so long as those Designated Marketing Areas are contiguous. If you have non-contiguous Designated Marketing Areas, you shall hire an employee for those non-contiguous Designated Marketing Areas;
- E. You may at Your option operate Your Business through a limited liability company, corporation or other legal business entity (a “business entity”), provided that: (i) the Franchise Agreement shall remain in Your name, and the full legal name of the business entity shall be added to the Franchise Agreement as an additional Franchisee; (ii) the business entity is newly organized and its activities are confined exclusively to operating the Business licensed under this Agreement; (iii) You are the owner of all the stock or membership units of the business entity and are the principal executive officer thereof; (iv) You furnish Franchisor with the name, address, telephone number and percentage of ownership of each officer, director, shareholder and member of the business entity; and (v) no part of the Trademarks shall form part of Your legal business entity name. In furtherance of this Section Six D., in the event You operate the Business through a business entity which is not already named as an additional Franchisee in this Agreement, You hereby grant an irrevocable power of attorney to Franchisor and appoint Franchisor as Your attorney-in-fact to add the business entity to this Agreement as an additional Franchisee;
- F. operate the Business only under the name or names specified by Franchisor without any accompanying words or symbols of any nature (save as required by the provisions of this Agreement) unless first approved in writing by Franchisor. You shall not do anything that may adversely affect Franchisor’s rights in the Trademarks;
- G. comply with all laws, ordinances, regulations and requirements of local, state and federal governmental authorities, acquire such licenses as may be required to conduct the Business and pay any and all city, county, state and/or federal sales and/or use taxes, excise taxes, occupation taxes,

license fees and other taxes, assessments and levies arising out of or in connection with all or any part of this Agreement. Franchisor assumes no and disclaims any and all liability or responsibility with respect to Your dealings with and compliance with the requirements of any real estate commission or other similar licensing agency of Your state;

H. Indicate Your status as an independently owned and operated franchise by:

- i. displaying at a conspicuous location at Your Business location, if any, such signs as Franchisor may direct bearing the following words (or other words to similar effect as may from time to time be specified by Franchisor) “Independently Owned and Operated by” followed by “Your name” and “under license from Exit Factor, LLC”;
 - ii. placing upon all letterhead, bills, invoices, contracts, and any other documents or literature used by You, and within the body or signature field of all email communications sent in connection with the Business the following words (or other words to similar effect as may from time to time be specified by Franchisor) “Independently Owned and Operated by” followed by Your name and “under license from Exit Factor, LLC”;
- I. promote the Business and the System using the Trademarks by prominently displaying the Trademarks on and in Your Business advertising materials in the nature, form, color, number, location and size and containing said material as Franchisor may direct in writing and shall not display the Trademarks in any advertisement to which Franchisor objects or has not preapproved in writing;
- J. answer the telephone at the Business initially reciting the full name “**Exit Factor**” or such other trade name as Franchisor may specify from time to time. You shall not answer the telephone under any other name without the prior written consent of Franchisor;
- K. continuously (during regular business hours and days) operate the Business unless prohibited from so doing by an act of God, a religious holiday, war, strikes, natural disaster, or terrorism (“Non-controllable Events”). You further agree to exercise Your best efforts, skills, and diligence in the conduct of the Business. In this connection, You agree to supervise Your employees and consultants to ensure compliance with the **System**;
- L. shall not sell anything or provide any service which does not conform to the standards associated with the Trademarks or of which Franchisor does not approve thereof which consent shall not be unreasonably withheld. You shall comply with all instructions given to You by Franchisor with regard to the standards or quality of the **System** and the Services. You shall comply with any requirements that Franchisor establishes from time to time for national accounts or customers. You and Your consultants must confine all Your Business-related business activities to Your Designated Marketing Area including, but not limited to, meetings, conferences and community service and educational programs. You and Your consultants shall not actively market to businesses and individuals located outside Your Designated Marketing Area and cannot indicate in any media, print or electronic, that You have a location or provide services in any area outside of Your Designated Marketing Area. You may accept unsolicited listings from clients outside Your Designated Marketing Area, however, You and Your consultants are strictly prohibited from targeting Your public relations, promotional, sales and marketing activities to individuals and businesses located outside Your Designated Marketing Area. Your services will not infringe the intellectual property rights of third parties. Nothing within this Section Six K prohibits You from actively marketing Your business to potential clients outside Your Designated Marketing Area. You acknowledge that You have no remedy against the Franchisor for any marketing and

promotion conducted by other franchisees that occurs within the Designated Marketing Area. In the event of a customer complaint, You shall follow the procedures outlined in the Operating Manual and provide to Franchisor such information as Franchisor may require to enable Franchisor to monitor the performance of the Business and to offer guidance to You;

- M. use Your best efforts to maintain the highest standards in all matters connected with the Business and increase the revenues of the Business;
- N. only employ as a manager of the Business a person who has successfully completed Franchisor's training course;
- O. procure from any manager and from such other staff, as Franchisor shall require, the then-current form of confidentiality and nondisclosure agreement to be supplied by Franchisor, and in accordance with the applicable law of your local jurisdiction, not to use or disclose to any third party any information or knowledge concerning Franchisor's business, the Business, or the **System** and to comply with the noncompete requirements set forth in Section Seventeen F of this Agreement for two years following termination of his or her employment with You;
- P. not do anything which may bring the **System** into disrepute or which may damage the interests of Franchisor or the Network;
- Q. not own, manage or be associated in any capacity with any business other than the Business which is similar to or competitive with Your Business or any other **Exit Factor** Business, except with the prior written consent of Franchisor;
- R. maintain the **System** and other information relating to the conduct of the Business in strict confidence and secret and shall only use them for the purpose of conducting the Business during the term of this Agreement. You shall not use, disclose, publish or otherwise make this Confidential Information available to any third party during or at any time after the term of this Agreement, but this provision shall not apply to the **System** if it has become generally known or easily accessible other than through a breach of this Agreement or other default of Yours. For purposes of this Agreement, "Confidential Information" shall mean any proprietary or confidential information disclosed by Exit Factor to You under this Agreement, either directly or indirectly, in writing, orally or by inspection of tangible objects, including, without limitation, technical data, trade secrets, know-how, research, product or service ideas or plans, software codes and designs, algorithms, information regarding Exit Factor's technology, systems, business operations, business plans, finances, principals, vendors, customers, potential customers, marketing methods, costs, prices, contractual relationships, regulatory status, and other confidential information that is clearly marked as confidential or proprietary or that should reasonably be understood as such due to its nature and the circumstances of its disclosure. Franchisor reserves the right to audit Your Business for its compliance with the **System**;
- S. You shall not interfere with Franchisor's prospective franchise sales by soliciting Franchisor's prospective franchise buyers for another business opportunity and/or for employment as a consultant of Your Business. Furthermore, You shall not hire any consultants who reside at a location within the designated marketing area of another franchisee such that there is a reasonable likelihood that the consultant will conduct business, advertise or solicit clients within the other franchisee's designated marketing area;
- T. indemnify and hold Franchisor and its affiliates, officers, employees, agents, and representatives harmless against all claims, demands, damages, cost or expenses which may be incurred or received

by Franchisor or its affiliates, officers, employees, agents, or representatives resulting from any breach of this Agreement on Your part, the negligence of any party (other than Franchisor), or arising directly or indirectly out of the management or operation of the Business (including, but not limited to, any wire transfer fraud or claims arising out of or related to allegations of the unauthorized practice of law), or in connection with Your sale, transfer or assignment of the Business and franchise license, which indemnification obligation survives the expiration or termination of this Agreement. It is the intention of the parties to this Agreement that Franchisor shall not be deemed a joint employer with You for any reason; however, if Franchisor incurs any cost, liability, loss or damage as a result of any actions or omissions of You or Your employees or agents, including any that relate to any party making a finding of any joint employer status, You will fully indemnify Franchisor for any such cost, liability, loss and damage;

- U. have Internet access and an email address. You must use the Internet website, domain name and email address(es) provided by Franchisor from time to time and pay to Franchisor and/or its designated vendors the initial startup fee, annual hosting and maintenance fees for the website, domain name and fees for the email address(es). You cannot use any other website or domain name to promote Your business consulting or exit planning business without the written permission of Franchisor. You cannot use any other email address and related mail server than the one provided by Franchisor to conduct Business related business activities. The exception is bulk email which must be sent through an approved email service (bulk email is any email sent to more than 100 recipients). If Franchisor discovers You have obtained or are using another website, domain name or email address for or in connection with Your Business without Franchisor's written permission, Franchisor shall notify You and upon notice, You shall immediately transfer and assign the same to Franchisor. Franchisor will, at its discretion, determine the content and use of a website and will establish the rules under which franchisees may operate such website (including advertising the Franchisor's website address on Your Business front window and in printed literature) or separately use the Internet or other online communications in the operation of the Business. Franchisor will retain all rights relating to its website and may alter or terminate the website upon 30 days' notice to You. Your general conduct on the website or other online communications and specifically Your use of the Trademarks or any advertising on the website or other online communications (including the domain name and any other Trademarks Franchisor may develop as a result of use of the website or other online communications) will be subject to the provisions of this Agreement. Any custom enhancements to Your Internet website shall be at your expense and must be performed by a vendor approved by Franchisor. You acknowledge and agree that Franchisor may, in its sole discretion, modify, substitute, or reassign any websites, webpages, domain names or email addresses which Franchisor designates for Your use in the Business during the term of the Franchise Agreement. Your right to use Your website, webpage, domain name and/or email address or otherwise use the Trademarks or **System** on the Internet or other online communications will terminate when this Agreement expires or terminates. You further acknowledge and agree that the terms and conditions set forth within this Section Six T apply with respect to websites, domain names and email addresses used by any employee or consultant of Yours in connection with the conduct of Business related business activities;
- V. purchase from the Franchisor the Software and Supplies Package as listed in Schedule A to this Agreement and acquire at Your sole expense from such suppliers as You choose and utilize in Your Business such computers and office equipment, computer software and office supplies designated by Franchisor pursuant to Section Four D of this Agreement and effect such modernization, refurbishing and/or replacement of computers, equipment and computer software as Franchisor deems reasonably necessary, no more than once every three years, to permit the Business to conform to the standards then prescribed by Franchisor for similarly situated new Businesses;

- W. use in the operation of Your Business the Customer Relations Management Program required by Franchisor and within five (5) calendar days of signing a new client, You shall input the client and other client information into said program. You further agree to input all of Your clients and other client information into that program and maintain records on the Customer Relations Management Program of all clients for a minimum of seven years. At Franchisor's request, in lieu of Your inputting clients and other customer information into the Customer Relations Management Program, You shall provide client information and other customer information to Franchisor for its input of such information into such program. You acknowledge and agree that Franchisor shall have unlimited access to all of the information that is stored in databases maintained on Your computer system, servers or the Customer Relations Management Program. All customer data and other non-public data generated by the Business is Confidential Information and is exclusively owned by Franchisor. Franchisor hereby licenses such data back to You without charge solely for use in connection with Your Business for the term of this Agreement;
- X. comply with Franchisor's policies with regard to the use of social media to promote Your Business, or any use of social media in connection with Your use of the **System** and Trademarks and Your participation in the Network;
- Y. shall at no time make any derogatory statements about or otherwise disparage, defame, impugn or damage the reputation of integrity of the others, including Franchisor and other Franchisor franchisees in the System, provided that nothing contained herein will preclude You from providing truthful information in response to compulsory legal process. You shall not, and to use Your best efforts to cause any of Your consultants, employees or affiliates to not, disparage or otherwise speak or write negatively, directly or indirectly, of Franchisor, Franchisor's affiliates, and Franchisor's franchisees, or which would subject Franchisor, Franchisor's affiliates, or Franchisor's franchisees to ridicule, scandal, reproach, scorn, or indignity or which would negatively impact the goodwill of those parties.
- Z. shall promptly notify Franchisor of any Action or threatened Action by any governmental authority or other third party against Franchisee or the Business, or otherwise involving Franchisee or the Business. Franchisee shall provide such documents and information related to any such Action as Franchisor may request. Notice of same shall be sent to compliance@exitfactor.com. "Action" shall be defined as any legal action, suit, proceeding, claim, demand, governmental investigation, governmental inquiry, judgment or appeal thereof, whether formal or informal.
- AA. shall give Franchisor copies of all inspection reports, warnings, certificates, and ratings issued by any governmental entity with respect to the Business, within three days of Franchisee's receipt thereof. Notice of same shall be sent to compliance@exitfactor.com.
- BB. shall be responsible for modifying any templated documents provided by Franchisor for legal and statutory compliance with the laws of the jurisdiction governing Franchisee's Designated Marketing Area. Franchisee will indemnify the Franchisor all costs, including any interest, penalties and legal expenses and fees that Franchisor may incur as a result of non-compliance with any laws or acts as applicable to Franchisee's use of templated forms. Franchisor makes no representation or warranty that the templated forms available to Franchisee are appropriate in every jurisdiction.
- CC. shall, in the event of a third-party sale of your client's business where your client is located within the designated marketing area of a Transworld Business Advisors franchise business, be required to refer your client to that Transworld Business Advisors brokerage (unless you receive written consent from the Franchisor to refer the client to another brokerage).

- DD. sign and abide by, and shall require your consultants to sign and abide by, an Exit Factor Code of Ethics restricting active solicitation of clients inside another franchisee's designated marketing area. Copies of executed documents shall be sent to compliance@exitfactor.com.
- EE. You shall not input any Confidential Information into any generative artificial intelligence system, including but not limited to chatbots. You shall not attempt to reverse engineer, reconstruct, derive or otherwise obtain any source code, underlying ideas, algorithms, file formats, programming of, or uncompiled or assembled code, script, architecture or data structures from any Confidential Information through the use of any generative AI system. If You input any Confidential Information into a generative AI system in breach of this clause, You shall immediately notify Exit Factor in writing, providing details of the breach. You shall comply with all reasonable directions of Exit Factor to contain, control or remediate any breach of confidentiality, including permanently deleting any Confidential Information from all generative AI systems.

Seven: INITIAL TRAINING

- A. Franchisor will train You or Your initial manager in the operation of the **System** at its Training Center in Florida.. Franchisor, at its option, may offer its training via remote means. If Franchisor elects to offer any training program remotely, Franchisor shall give you advance notice, in writing, and you may elect at that time to attend training remotely.
- B. The initial franchise fee paid by You pursuant to Section Ten A. shall cover the charge for such training for one person (including transportation, accommodations and one daily meal). Franchisor shall not compensate You for any services performed during this initial (or any) training period. If You bring additional persons to the training program, You will pay a training fee of \$495 per person attending or the then current fee and be responsible for their travel, meals and hotel expenses.
- C. Franchisor may at any time during training, by notice in writing, inform You that any person submitted for training is not suitable due to blatant criminal activities, disreputable behavior, poor attendance and/or disturbing fellow trainees. In this event, Franchisor's obligations in respect to the first trainee shall be regarded as discharged and any further training for any replacement for the first trainee shall be provided at Your expense.
- D. Franchisor shall have the right to require You to attend further training courses at any time during the Term of this Agreement if:
- i. Franchisor considers attendance at such courses to be advisable;
 - ii. Franchisor wishes to train You in new and improved techniques that have been devised and which You will be required to put into effect in operating the **System**; or
 - iii. a regularly scheduled training program is scheduled or in session.

There will be no training fee or charge for these additional training classes; however, all costs of attendance shall be at Your sole expense.

Eight: CONTINUING TRAINING

- A. Each new employee or consultant to Your Business must complete a five day training program at the Franchisor's Training Center. The employee or consultant must attend the training program within sixty (60) days of the date of his or her hiring by Your Business. You will be responsible

for all expenses, including but not limited to transportation, accommodations and meals incurred in connection with attendance at such training and a \$495 training fee or the then current training fee per person. Your employees and consultants may also complete Franchisor's online training course at Your option. If they do, You will pay an online training fee of \$495 or the then current fee per employee or consultant. The online training course is an option which is in addition to and not in lieu of an employee's or consultant's completion of the five day training program at the Franchisor's Training Center. If You pay the online training course fee for an employee or consultant, You will not pay a training fee for him or her to attend the five day training program at the Franchisor's training center.

- B. Franchisor will train any subsequent manager, replacement staff, or any trainee of Yours in any place Franchisor may require, and at Your expense.
- C. You shall establish and maintain a training program for Your staff in accordance with the requirements contained in the Operating Manual.
- D. The training provided by Franchisor as described in Section Seven and this Section Eight is provided so that You, Your manager and staff receive the benefit of Franchisor's accumulated experience and knowledge relating to the Business and to ensure a uniform image and uniform quality of services in all Businesses. You acknowledge that You are solely responsible for the hiring of all of Your employees and the terms of their employment and their supervision, management, compensation and training (other than training specifically provided by Franchisor) and have sole control over working hours, benefits, wages, workers' compensation and other employment policies. You are required to comply with all employment laws. All employees or independent contractors hired by or working for You will be Your employees or independent contractors alone and will not, for any purpose, be deemed Franchisor's employees or independent contractors alone and will not, for any purpose, be deemed Franchisor's employees or subject to Franchisor's control. Franchisor will not direct Your employees or oversee Your employment policies or practices. Franchisor will not have the power to hire or fire Your employees. Within seven days of our request, You and Your employees will sign an employment acknowledgment form stating that You alone are the employee's employer and that Franchisor is not. You shall be solely responsible for all employment matters, decisions and relationships.
- E. All training programs and courses provided by Franchisor as described in Section Seven and this Section Eight are at the sole discretion of Franchisor. Franchisor has the right to refuse to provide any training program and/or course to any individual where it deems in its sole judgment such training is against its interests, or the interests of any franchisee or any affiliate.

Nine: IMPROVEMENTS

Franchisor shall endeavor to create and develop new and improved methods of conducting a business in accordance with the **System**.

- A. Franchisor agrees to make these improvements, additions, modifications or innovations available to You at the earliest possible opportunity. You in turn will notify Franchisor of any improvements, additions, modifications or innovations in Your method of operation which You believe would assist in the development of the **System**.
- B. In order that You, Franchisor, and its other franchisees may all benefit from the free interchange of ideas, You shall permit Franchisor to introduce into the **System** and/or the Operating Manual any improvements, additions, modifications, or innovations which may have been notified by You to

Franchisor without any payment being made to You.

Ten: FEES

In consideration of the grant of the franchise herein, You shall pay Franchisor the following:

A. **Franchise Establishment Fee.** Upon the execution hereof, You shall pay Franchisor a franchise establishment fee of Thirty-Nine Thousand Five Hundred Dollars (\$39,500.00), receipt of which Franchisor acknowledges. Your deposit of Nine Thousand Five Hundred Dollars (\$9,500.00), if submitted, shall be credited against the franchise establishment fee. The franchise establishment fee shall be deemed fully earned and nonrefundable upon the execution of this Agreement.

B. **Royalty Fees.** You will pay to Franchisor a monthly Royalty Fee equal to the greater of 8% of Your Gross Revenue, or a proportionate part, for any trading period of less than a month or the dollar amount listed below:

For Each Designated Marketing Area

- i. Months 1-12 of operation \$300.00 per month
- ii. Months 13-24 of operation \$600.00 per month
- iii. After 24 months of operation \$900.00 per month

*For example, if You acquire and are granted two (2) Designated Marketing Areas, then Your Royalty Fee during months 1-12 of operation shall be equal to the greater of 8% of Your Gross Revenue for the month or \$600 per month.

After 24 months of operation Your minimum monthly Royalty Fee may be raised in Franchisor's sole discretion by 10% provided that any such increase (a) shall be done no more frequently than once every three (3) years and (b) shall be applicable to all Businesses.

C. **Marketing Fund and Cooperative Contributions.** Upon the execution of this Agreement, You will pay to the **Exit Factor** Advertising Fund (the "Marketing Fund") an initial membership fee of Five Hundred Dollars (\$500.00). You will pay to the Marketing Fund a monthly Marketing Fund Contribution of the greater of 1) One Hundred and Sixty-Five Dollars (\$165.00); or 2) 2% of Your Gross Revenues. Such monthly fee maybe raised in Franchisor's sole discretion by 10% provided that any such increase: (a) shall be done no more frequently than once every three (3) years; and (b) shall be applicable to all Businesses. If You participate in a Marketing Cooperative, then You must contribute to the Marketing Cooperative a percentage of Your Gross Revenue (or other amount) as determined by the Marketing Cooperative.

D. **Technology Fee.** You will pay to Franchisor a monthly Technology Fee of Two Hundred Dollars (\$200) or the then current fee. This fee entitles You and one employee or consultant to access two email accounts, the Customer Relations Management Software, learning management software, and an Internet website.

E. **Consultant Fee.** You will pay to Franchisor a monthly Consultant Fee of Seventy-Five Dollars (\$75) or the then current fee per consultant after your first consultant. This fee entitles each additional consultant (beyond You and your employee or first consultant) to an email address and access to the programs listed with the Technology Fee above.

- F. As used in this Agreement, “Gross Revenue” means the entire amount of all of Your revenue arising out of the operations of the Business including, but not limited to, business coaching and consulting fees, software and membership fees, referral fees, and other services of any type provided by Your Business. “Gross Revenues” shall be calculated from the date in which the revenue is earned, not collected. (For example, if the franchisee earns a fee of \$20,000 in January, and the client pays the fee in four monthly payments through April, the franchisee shall be deemed as having Gross Revenue of \$20,000 in the month of January.) You shall report without exception to Franchisor Your Gross Revenue by the tenth (10th) day of the month by submitting electronically, or in such other form as Franchisor may designate from time to time, a monthly Royalty Fee Statement and a monthly Marketing Fund Contribution Statement. There are no exceptions to the requirements set forth in this Section Ten F. and You must submit such reports and statements by the tenth (10th) day of each month regardless of Your sales and Gross Revenue.
- G. Payment of each of the fees required under this Section Ten (other than the Franchise Establishment Fee) will be through electronic transfer and shall be done on the 10th day of the month following the month to which these fees apply (unless such day is a holiday in which case the transfer will be done on the next business day). Franchisor reserves the right to change the method of payment from electronic transfer to such other manner of payment that Franchisor deems appropriate. When You present a check as payment, including for Your Franchise Establishment Fee, initial Marketing Fund Contribution, and Software and Supplies Package, You authorize the Franchisor to deposit Your check, make a one-time electronic fund transfer (EFT), or a substitute check, in which case funds may be withdrawn from Your account on the same day payment is made and You will not receive a cancelled check back from your financial institution.
- H. Upon execution of this Agreement and/or at any other time thereafter at Franchisor’s request, You shall sign an authorization substantially in the form attached to this Agreement as Schedule C and all other documents necessary to permit Franchisor to withdraw funds from Your designated bank account by electronic funds transfer in the amount of the Royalty Fee, the Marketing Fund Contribution and all other fees and amounts described in this Agreement. Any fee calculated by reference to Gross Revenues shall be based on the information in the applicable fee statement submitted pursuant to Section Ten F. above or, if the statement has not been submitted on a timely basis, Franchisor may process an electronic transfer for the subject month based on the most recent fee statement provided by You to Franchisor plus a late report fee of One Hundred Dollars (\$100.00). If the fee statement(s) for the subject month is subsequently received and reflects (i) that the actual amount of the fee(s) due Franchisor or the Marketing Fund was greater than the amount withdrawn, then Franchisor shall be entitled to withdraw additional funds from Your bank account for the difference; or (ii) that the actual amount of the fee due was less than the amount of the withdrawal, then Franchisor shall credit the excess amount to the payment of Your future obligations or other amounts due to Franchisor or the Marketing Fund. Should any electronic funds transfer not be honored by Your Bank for any reason, You agree that You shall be responsible for that payment plus any service charge applied by Franchisor or its bank. If any payments due Franchisor under this Agreement, whether to be paid by electronic funds transfer or otherwise, are not received when due, interest on the amount past due will be charged by Franchisor at the rate of 18% per annum or the maximum rate of interest permitted by law, whichever is less. You acknowledge and agree that You have no right to withhold payment of the fees due under this Section Ten by right of Your dissatisfaction with Franchisor’s performance of its obligations under this Agreement and that if You are so dissatisfied, You will pursue other remedies at law which may be available. Additionally, in the event of nonpayment by You of any of Your obligations under this Agreement and the failure to cure such nonpayment within 15 days of the due date of the payment, Franchisor, at its option, may withhold services from You including, but not limited to, Business support, email access, remote support, website access and Fund sponsored services.

Eleven: ACCOUNTING AND REPORTING

A. You shall:

- i. install and use a computerized bookkeeping system, as designated by the Franchisor. You shall accurately record all transactions through this system and shall ensure that Franchisor shall have access to Your bookkeeping system at all times for the purpose of obtaining information relating to the Business. In the event of any failure of the bookkeeping system during the operation of the Business, You shall manually keep accurate records which shall be entered into the bookkeeping system as soon as may be practicable following rectification of the cause of the breakdown;
- ii. maintain in Your office in a form approved by Franchisor (and preserve the same for at least six years after the end of the financial year to which they relate and thereafter for so long as any dispute shall remain outstanding between the parties) full and accurate balance sheets and profit and loss statements and all underlying or supporting records and vouchers (including the cash register rolls, bank statements, deposit slips and tax returns) relating to the Business. You shall permit Franchisor (or any person, firm or company nominated by Franchisor) during business hours to inspect and take copies of Your books of account and records including, but not limited to, records stored within Your bookkeeping system, computer system, cash register rolls, bank statements, deposit slips, tax returns and other financial books of account and records. At Franchisor's request, You shall also promptly transmit or send copies of Your books of account and such records to Franchisor (or any person, firm or company nominated by Franchisor) for review and inspection. If, on any such inspection or review, a discrepancy greater than 2% of Gross Revenue is found between the sums reported as Gross Revenue and the actual Gross Revenue for any reporting period, then You shall, without prejudice to any other rights which Franchisor may have, reimburse Franchisor for all costs incurred in conducting such inspection including travel, hotel, subsistence, salaries, and fees;
- iii. provide with Your monthly report submitted pursuant to Section Ten F., copies of closing statements and purchase agreements from the prior month and such other transaction, operation and client engagement documents related to the Business as Franchisor may request from time to time;
- iv. for each of Your accounting years supply to Franchisor financial statements (including a balance sheet and profit and loss statement) for Your full accounting year prepared by Your accountant which shall be certified by You to Franchisor as correct. Such certificate and financial statements shall be delivered to Franchisor within 90 days from the end of the said accounting year. You agree to have such annual financial statements prepared separately for the Business and not on a consolidated basis with the assets, liabilities, profits or losses of any other business with which You are associated reflected therein;
- v. for each of Your tax years, and upon reasonable written request by Franchisor, supply to Franchisor IRS Form 4506T (or any successor form designated by the IRS), executed by You and authorizing the IRS to send Franchisor a copy of Your Tax Return Transcript. You agree to prepare and file such returns separately for the Business and not on a consolidated basis with the income, sales, expenses or deductions of any other business with which You are associated reported therein.

- B. Franchisor shall have the right to verify all of Your transactions directly with Your customers.
- C. You shall not combine and/or commingle Your Business operations with that of any other business. You shall not use the bank account or bookkeeping system designated for your Business to process transactions, sales, make deposits or pay expenses for another business. You agree to keep the financial books of account and records of Your Business separate and apart from Your personal financial books and records and/or from the books and records of any other business with which You are associated. You shall not file consolidated tax returns for the Business which consolidate the income or deductions of the Business with those of another business.

Twelve: ADVERTISING/MARKETING

- A. Franchisor has established a Marketing Fund to promote the System on a local, regional, national, and/or international level.
 - (i) You shall pay the Marketing Fund an initial membership fee and a monthly Marketing Fund Contribution as specified in Section Ten C.
 - (ii) All Businesses that are owned and operated by Franchisor (or an affiliate of Franchisor) will be required to pay Marketing Fund Contributions and membership fees in the same manner as franchisees.
 - (iii) Franchisor shall hold the Marketing Fund Contributions from all franchisees in one or more bank accounts separate from Franchisor's other accounts.
 - (iv) Franchisor shall use the Marketing Fund only for marketing, advertising, and public relations materials, programs and campaigns (including at local, regional, national, and/or international level), and related overhead. The foregoing includes such activities and expenses as Franchisor reasonably determines, and may include, without limitation: development and placement of advertising and promotions; sponsorships; contests and sweepstakes; development of décor, trade dress, Trademarks, and/or branding; development and maintenance of brand websites; social media; internet activities; ecommerce programs; search engine optimization; market research; public relations, media or agency costs; trade shows and other events; printing and mailing; and administrative and overhead expenses related to the Marketing Fund (including the compensation of Franchisor's employees working on marketing) and for accounting, bookkeeping, reporting, legal and other expenses related to the Marketing Fund.
 - (v) You agree that expenditures from the Marketing Fund need not be proportionate to contributions made by You or provide a direct or any benefit to You. The Marketing Fund will be spent at Franchisor's sole discretion, and Franchisor has no fiduciary duty with regard to the Marketing Fund.
 - (vi) Franchisor may accumulate funds in the Marketing Fund and carry the balance over to subsequent years. If the Marketing Fund operates at a deficit or requires additional funds at any time, Franchisor may loan such funds to the Marketing Fund on reasonable terms.
 - (vii) Franchisor will prepare an unaudited annual financial statement of the Marketing Fund within 120 days of the close of Franchisor's fiscal year and will provide the financial statement to You upon request.

- B. Franchisor may establish a market advertising and promotional cooperative (“Market Cooperative”) in any geographical area. If a Market Cooperative for the geographic area encompassing the Designated Marketing Area has been established at the time You commence operations hereunder, You shall immediately become a member of such Market Cooperative. If a Market Cooperative for the geographic area encompassing the Designated Marketing Area is established during the term of this Agreement, You shall become a member of such Market Cooperative within 30 days. Franchisor shall not require You to be a member of more than one Market Cooperative. If Franchisor establishes a Market Cooperative:
- i. Each Market Cooperative will be organized and governed in a form and manner, and shall commence operations on a date, determined by Franchisor. Franchisor may require the Market Cooperative to adopt bylaws or regulations prepared by Franchisor. Unless otherwise specified by Franchisor, the activities carried on by each Market Cooperative shall be decided by a majority vote of its members. Franchisor will be entitled to attend and participate in any meeting of a Market Cooperative. Any Business owned by Franchisor in the Market Cooperative shall have the same voting rights as those owned by its franchisees. Each Business owner will be entitled to cast one vote for each Business owned, provided, however, that a franchisee shall not be entitled to vote if it is in default under its franchise agreement. If the members of a Market Cooperative are unable or fail to determine the manner in which Market Cooperative monies will be spent, Franchisor may assume this decision making authority after 10 days’ notice to the members of the Market Cooperative.
 - ii. Each Market Cooperative shall be devoted exclusively to administering regional advertising and marketing programs and developing (subject to Franchisor’s approval), standardized promotional materials for use by the members in local advertising and promotion.
 - iii. No advertising or promotional plans or materials may be used by a Market Cooperative or furnished to its members without the prior approval of Franchisor pursuant to Section Twelve D. Franchisor may designate the national or regional advertising agencies used by the Market Cooperative.
 - iv. The majority vote of the Market Cooperative will determine the dues to be paid by members of the Market Cooperative, including You.
 - v. Only Franchisor will have the right to enforce the obligations of franchisees who are members of a Market Cooperative to contribute to the Market Cooperative.
 - vi. Franchisor may terminate any Market Cooperative. Any funds left in a Market Cooperative upon termination will be transferred to the Marketing Fund.
- C. You shall be responsible for all Your own direct marketing and local advertising of Your Business. In addition to the initial membership fee and the Marketing Fund Contribution paid to the Marketing Fund, You are expected to expend at least an amount equal to 5% of Your Gross Revenues on direct marketing or local advertising (including public relations) in each year. Franchisor also believes in and encourages You to participate in cooperative advertising where available. For the purposes of this Paragraph, the term "direct marketing or local marketing" shall mean all marketing and public relations, sales personnel costs, advertising and promotions effected through the medium of the Internet, mobile marketing, email and other digital communications media, advertising and promotions effected through the medium of local radio or television

broadcasts, newspapers, periodicals, billboard advertising, and public relations.

- D. You alone at all times shall be responsible for ensuring Your marketing materials and activities conform to applicable laws and regulations, do not infringe the intellectual property rights of any third party, including the trademarks, trade names, copyrights, patents and designs belonging to a third party. You will not infringe the intellectual property rights of third parties whose trademarks, trade names or logos may be used in connection with your business consulting business, and conform to any applicable guidelines, directions or permissions provided by any third party business seller in relation to the marketing, promotion or sale of their business as to the use of any trademarks, trade names, copyrights, images or logos associated with that business. In addition, You shall comply with the criteria and/or guidelines that Franchisor will establish from time to time for marketing and advertising (including public relations) activities. Franchisor may, from time to time, provide samples of certain marketing materials that You may duplicate and use, subject to You ensuring Your compliance with all applicable laws and regulations. In addition, Franchisor may provide sample copies advertising or reproduction proofs of newspaper advertising from time to time, which, if observed, will not require any consent from Franchisor. All other marketing campaigns or promotional activities (including public relations) conducted by You shall be subject to the prior written approval of Franchisor whose decision will not be unreasonably delayed. Our review and approval of Your marketing campaigns or promotional activities is not a warranty of any kind and does not modify Your obligations as outlined above, which remain Your obligations alone. Franchisor has the right to conduct and manage all marketing and commerce on the internet and other electronic media, including all websites and social media marketing. You shall not establish any website or social media account independently, except as Franchisor may specify, and only with Franchisor's express written consent. Franchisor retains the right to approve any linking to or other use of Franchisor's website. You must comply with any internet, online commerce and/or social media policy that Franchisor may prescribe in connection with any use of the internet, online commerce or social media by You which uses the Marks, or otherwise relates to the Business or Franchisor.
- E. You shall, upon being requested to do so, provide Franchisor with details of Your proposed marketing, advertising and promotional activities. You acknowledge that Franchisor has explained the importance of the creation and maintenance of a fulltime marketing program. You further acknowledge that a vital factor to the success of any Business lies in the creation and maintenance of a fulltime marketing program. You agree to create and continuously conduct, during the Term a fulltime and ongoing marketing program, and devote a minimum of three (3) hours per day, either personally or through an employee, to conducting such a marketing program. You further agree to create a marketing file and record all marketing activities therein. This file shall remain at Your Business location and be available to Franchisor to review upon reasonable notice.
- F. You acknowledge that nothing in this Agreement imposes upon Franchisor or the Marketing Fund the duty or the obligation to provide direct or indirect marketing or promotion in relation to Your Business. Neither Franchisor nor the Marketing Fund can ensure that its marketing or promotional activities will benefit You directly or be proportionate or equivalent to the Marketing Fund Contributions or membership fee that You pay to the Marketing Fund.
- G. The Franchisee must participate in any national, regional or local advertising cooperatives that Franchisor designates. The Franchisee shall pay the Fund a monthly Marketing Fund Contribution as specified in Section 10(C). Franchisor reserves the right to: (i) assume control of the Fund in the future; (ii) modify or terminate the Fund; and/or (iii) create or establish a new fund in the future. If Franchisor exercises any of these rights, the Franchisee must pay Franchisor, its affiliate, or another entity designated by Franchisor, the monthly Marketing Fee and comply with all

requirements relating to the Fund or any new fund Franchisor establishes. Franchisor also reserves the right to enforce the obligations of the Fund and distribute the proceeds of any settlement or judgment in the manner that Franchisor deems appropriate, and to suspend or reduce a franchisee's obligation to participate in the Fund or any other advertising cooperative. The Fund will have the right to use the Marketing Fees and apply it to national, regional, and/or local marketing programs and promotional campaigns, as well as Internet advertising, web hosting and development and franchise recruiting efforts, provided that Franchisor has the right to review and approve all advertising and promotional materials created or produced by the Fund. Franchisor will not be required to pay Marketing Fees in its role as franchisor; however, all Franchisor Businesses that are owned and operated by Franchisor (or an affiliate of Franchisor) will be required to pay Marketing Fees in the same manner as Franchisor franchisees.

Thirteen: INSURANCE

- A. You are required to obtain and maintain at Your cost and expense such policies of insurance in such amounts and from such carriers as may reasonably be required by Franchisor from time to time throughout the Term and for such period after as necessary to provide coverage required for events occurring during the term of the franchise agreement. Coverage requirements can be increased or decreased upon Franchisor's prior notice as set forth in the operations manual or other writing. You shall provide Certificates of Insurance ("COI") evidencing the required coverage to Franchisor prior to opening and upon annual renewal of the insurance coverage as well as at any time upon request of Franchisor. Copies of your COIs shall be sent to compliance@exitfactor.com within five (5) days of Your receipt of same. Such insurance shall include, without limitation:
- i. comprehensive general liability policy with a minimum combined single limit covering bodily injury and property damage with respect to the Premises and Services, and completed operations of One Million Dollars (\$1,000,000);
 - ii. data breach and cyber liability policy with limits not less than One Hundred Thousand Dollars (\$100,000) per occurrence or claim and One Million Dollars (\$1,000,000) in the aggregate;
 - iii. errors and omissions insurance (preferably on an occurrence basis), covering work done or to be done by or on behalf of the Business and providing insurance for errors and omissions in the amount of (\$1,000,000) each occurrence; and
 - iv. all insurance required by applicable law, including workers' compensation and disability (limits may vary according to geographical location).
- B. Your policies (other than Workers Compensation) must: name Franchisor as an additional named insured on all insurance policies required hereunder which policies shall be considered as primary in the event of loss or claim; include a waiver of subrogation in favor of Franchisor and its affiliates; be primary and non-contributing with any insurance carried by Franchisor or its affiliates, and stipulate that Franchisor shall receive 30 days' prior written notice of cancellation.
- C. You shall not terminate any insurance policy required to be obtained and maintained hereunder, nor modify or amend the terms thereof, without Franchisor's prior written consent, which consent shall not be unreasonably withheld, and each policy must provide that it shall not be canceled, modified or subjected to nonrenewal, without at least 10 days prior written notice to Franchisor.
- D. Franchisor recommends that You obtain hired and non-owned automobile insurance.

- E. This Section 13 references minimum requirements. You should consult Your local insurance agent and legal counsel to ensure Your Business is adequately insured, You have all insurance required by law or by the terms of any agreement to which You are a party. You shall also ensure that all Your Business equipment complies with any minimum standards and specifications to maintain your insurance requirements, including, but not limited to, any multi-factor authentication requirements for electronic devices used for Your Business.

Fourteen: TRADEMARKS

- A. You shall only use the Trademarks in connection with the operation of the Business and only in a form and manner approved by Franchisor. All social media accounts, social networking websites, other online accounts as more specifically identified in Section Fifteen(C)(iv), domain names and e-mail addresses to be used in Your Business must be approved in writing prior to use and all social media accounts, domain names and email addresses that include the words Exit Factor or any of the Trademarks will be the property of Franchisor. Should You become the owner of any social media account, social networking website, other online account, domain name, or email address which include the word Exit Factor or any Trademark or derivation of any Trademark belonging to Franchisor, You shall, upon Franchisor's written request, assign all rights, title and interest in those social media accounts, social networking websites, online accounts, domain names and email addresses.
- B. Under no circumstances shall You apply for registration with respect to any of the Trademarks or which would conflict with the Trademarks, nor shall You take any action or refuse or decline to take any action which may result in harm to the Trademarks or put any registrations or applications to register at risk.
- C. You shall comply with Franchisor's instructions in filing and maintaining the requisite fictitious, trade or assumed name registrations for the Trademarks.
- D. You shall, in all representations of the Trademarks on the Services, attach in a manner approved by Franchisor such inscription as is usual or proper for indicating that such Trademarks are registered.
- E. You acknowledge that the use of the Trademarks outside the scope of this Agreement, without Franchisor's prior written consent, is an infringement of Franchisor's rights in the Trademarks, and You expressly covenant that during the Term, and after the expiration or sooner termination of this Agreement, You shall not, directly or indirectly, commit an act of infringement or contest, or aid in contesting the validity or right of Franchisor to the Trademarks, or take any other action in derogation of such rights.
- F. In the event of any claim of infringement, unfair competition or other challenge to Your right to use the Trademarks, or in the event You become aware of any use of or claims to the Trademarks by persons other than Franchisor or its franchisees, You shall promptly (but in no event more than 15 days later) notify Franchisor in writing. You shall not communicate with anyone except Franchisor and its counsel in connection with any such infringement, challenge, or claim except pursuant to judicial process. Franchisor shall have sole discretion as to whether it takes any action in connection with any such infringement, challenge or claim, and the sole right to control exclusively any litigation or other proceeding arising out of any infringement, challenge or claim relating to the Trademarks. You must sign all instruments and documents, render any assistance, and do any acts that Franchisor's attorneys deem necessary or advisable in order to protect and maintain Franchisor's interest in any litigation or proceeding related to the Trademarks or otherwise

to protect and maintain Franchisor's interests in the Trademarks.

- G. If it becomes advisable at any time, in Franchisor's sole discretion, to modify or discontinue the use of any of the Trademarks and/or use one or more additional or substitute names or marks, for reasons including, but not limited to, the rejection of any pending registration or revocation of any existing registration of any of the Trademarks, or the superior rights of senior users thereof, You will immediately, upon written notice from Franchisor and at Your expense, make all changes or modifications to the Trademarks as specified by Franchisor.

Fifteen: ASSIGNMENT & RESALE (SALE OF BUSINESS)

- A. You shall have the right to assign the Franchise and to sell the Business with the prior written consent of Franchisor, which consent shall not be unreasonably withheld and subject to the conditions listed in Section C below.
- B. Franchisor will grant to a purchaser of the Business who is acceptable to it a franchise for a period equal to the term then being granted by Franchisor to new franchisees (commencing the date of the sale of the Business) and upon similar terms and conditions to Franchisor's then current form of franchise agreement, excluding the payment of an initial fee.
- C. Subject to Sections D through F below, the conditions required to obtain the written consent of Franchisor to the sale of the Business by You shall be that:
- i. any prospective purchaser shall submit his offer in writing, shall be bona fide and at arm's length, and shall meet Franchisor's standards with respect to the selection of new franchisees;
 - ii. the prospective purchaser or its management team must agree to successfully complete Franchisor's initial training program prior to assuming the daily duties of the Business;
 - iii. the prospective purchaser must enter into a new franchise agreement prior to attending such training program as may be required by Franchisor which agreement shall require the purchaser to upgrade the computer software designated by Franchisor used in the business to the then current system sold to new franchisees;
 - iv. You must turn over to **Franchisor** all digital assets, including, but not limited to, all digitally-stored content (such as images, photos, videos and text files), whether accessible via the internet, the cloud, or another digital storage device (such as a USB drive or zip drive) or stored with a third-party digital-storage provider (such as OneDrive or Dropbox); and all user names and passwords for any and all email accounts, social networking websites (such as Facebook®, Twitter®, LinkedIn®, Google+®, YouTube®, Pinterest®, Instagram®, Tumblr®, Flickr®, Reddit®, Snapchat®, and WhatsApp®), blogs, review websites (such as Yelp® or Angie's List®), and any other online communities where the Business created or shared online content, or held itself out as speaking for or representing the Business;
 - v. You or the prospective purchaser shall pay to Franchisor a transfer fee of the greater of \$19,500 or the then current transfer fee charged under the then current agreement per each Designated Marketing Area to be transferred;
 - vi. You must not, at the time of Your application for consent, be in breach of any of Your

- obligations to Franchisor under the terms of this Agreement; and
- vii. payment is made by You of all costs and all obligations by or of You to Franchisor and any suppliers are discharged without any right of deduction or setoff.
- D. You shall, as soon as possible, submit to Franchisor a copy of each written offer or full details of any other offer which You receive from any prospective purchaser to purchase Your Business from You, together with the following information:
- i. a financial statement and the business history of the prospective purchaser; and
 - ii. details of all terms that may have been agreed or proposed between You and the prospective purchaser.
- E. Franchisor shall, in addition to its other rights under this Agreement, have an option to purchase the Business for the same amount and upon the same terms as the prospective purchaser has offered. In the event of (i) a transfer or assignment of stock, share capital or similar ownership interest or (ii) Your insolvency or bankruptcy, the offer shall be for Your interest in this Agreement, and the equipment, inventory, fixtures and leasehold interest used in the operation of the Business. An amount and terms of purchase under these conditions shall be established by a qualified appraiser selected by the parties.
- F. Franchisor shall have a period of 10 days after receipt of written notice and the information referred to in Section D above, to exercise its option to purchase by notice in writing to You. The sale and purchase shall be completed within 15 days following the service of Franchisor's Notice, or if any landlord's consent is required, 10 days after such consent shall have been obtained.
- G. For the purpose of this Section, any change in Your beneficial ownership of the issued share capital or of Your true control shall be deemed to be an assignment of this Agreement.
- H. In the event of Your death or incapacity, where You are an individual, or in the case that You are a corporation, then in the event of the death or incapacity of the Franchisee, this Agreement will be transferable to the estate of the Franchisee or a member of his or her immediate family without additional fee or penalty, provided that the transferee meets Franchisor's approval, as noted above in this Section Fifteen, which shall not be unreasonably withheld. Any subsequent sale by the estate or family member shall require the payment of the transfer fee.
- I. Franchisor reserves the right to sell or assign, in whole or in part, its interest in this Agreement. Any sale or assignment shall inure to the benefit of any assignee or other legal successor.

Sixteen: TERMINATION

- A. Franchisor may terminate this Agreement by written notice to You without any opportunity to cure if:
- i. You fail to commence the Business within the period of 90 days from the date of this Agreement;
 - ii. You fail to keep the Your Business open for business for a consecutive period of 45 days unless this is because of major refurbishment or repair or because of the effects of explosion, flood, fire, personal medical emergency, other Non-controllable Event, or for a

reason to which Franchisor has given its prior written consent;

- iii. in Your franchise application or supporting details You have provided Franchisor with information which contains any false or misleading statements or omits any material fact which may make any statement misleading, including your failure to disclose a felony conviction;
 - iv. You become insolvent, adjudicated a bankrupt, have a voluntary or involuntary petition in bankruptcy or any other arrangement under the bankruptcy laws filed by or against You, make an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed to take charge of Your affairs or property;
 - v. You commence dissolution proceedings or have such proceedings commenced against You;
 - vi. You permit a judgment against You to remain unsatisfied or unbonded of record for 30 days;
 - vii. You knowingly maintain false, inaccurate, or incomplete books or records, or knowingly submit a false report to Franchisor;
 - viii. You receive 2 or more prior notices of default hereunder from Franchisor during any twelve (12) consecutive month period, notwithstanding that such defaults were cured;
 - ix. there shall be a purported or deemed assignment of this Agreement or of the Business other than a sale of the Business under and in accordance with the provisions of Section Fifteen;
 - x. Franchisor suspects, on reasonable grounds, that any material proprietary information concerning Franchisor's business, the **System**, or particulars of any agreement or communication, including this Agreement, between Franchisor and You is being or has been communicated in any way to any competitor of Franchisor by You or at Your direction, by any of Your employees (or the Principal or any of Your shareholders) or any other person associated with Your employees, the Principal, or any shareholder; or
 - xi. Franchisee fails to complete a minimum of 1 sales transaction in any 15-month contiguous period during the Term of this Agreement.
- B. In addition to the immediate termination rights set forth in Section Sixteen A, Franchisor may terminate this Agreement by written notice to You if You neglect or fail to perform any of Your other obligations under this Agreement including failure to pay any amounts due to Franchisor under this Agreement or any of Your other obligation to Franchisor or submit reports, or You fail to provide the Services to the standards required by Franchisor as set out in the Operating Manual, and You fail to remedy such default, neglect or failure to Franchisor's satisfaction within (i) 15 days after written notice from Franchisor in the event of a failure to pay amounts due Franchisor under this Agreement or any other obligation of Yours to Franchisor or submit reports or, (ii) in the case of any other default, neglect or failure, within 30 days after written notice from Franchisor.
- C. All Your rights under this Agreement shall cease if Franchisor terminates this Agreement under the provisions of this Section Sixteen.
- D. THIS FRANCHISE AGREEMENT MAY BE TERMINATED ONLY BY FRANCHISOR AND

NO PROVISION IS MADE IN THIS AGREEMENT FOR THE UNILATERAL TERMINATION OF THIS AGREEMENT BY YOU.

Seventeen: CONSEQUENCES OF TERMINATION

Upon the expiration or sooner termination of this Agreement:

- A. You will immediately discontinue the use of the Trademarks, signs, cards, notices and other display or advertising matter indicative of Franchisor, or of any association with Franchisor or of the Business or Services of Franchisor, and will make or cause to be made such changes in signs, cards, notices and other display or advertising matter, buildings and structures as Franchisor shall direct so as effectively to distinguish the business from its former public image and marketing image as an Business including but not by way of limitation a change in the colors used. If within 30 days of such direction You fail or omit to make or cause to be made any change, then Franchisor shall have the power (without incurring any liability to You), without Your consent, save this consent that You give irrevocably, to enter upon the Premises (provided it is not Your personal residence) and to make or cause to be made any such change, at Your expense, which expense You shall pay on demand. In addition, all items that may have been loaned to You by Franchisor, including the Operating Manual, shall be returned immediately to Franchisor at Your expense. You shall also forthwith pay to Franchisor (without any deduction or right of setoff) all sums of money which may be payable or owing (whether or not then due for payment) from You to Franchisor or the Marketing Fund.
- B. You also must:
- i. provide Franchisor with a list (including names, addresses and telephone numbers) of all customers, all client engagement and supporting documents, address card file entries, business cards and copies of all past invoices, and all other Business data and Confidential Information;
 - ii. assign to Franchisor in such form as Franchisor shall require all client engagement agreements with customers;
 - iii. join with Franchisor in canceling any permitted user of the Trademarks;
 - iv. turn over to **Franchisor** all intellectual property associated with the Business and the System, including, but not limited to, the following:
 - a. any and all Confidential Information;
 - b. any and all operations manuals;
 - c. any and all materials, whether physical or digital, which display the Trademarks associated with the System; and
 - d. any and all digital assets, including, but not limited to, all digitally-stored content (such as images, photos, videos and text files), whether stored or accessible via the internet, the cloud, or another digital storage device (such as a USB drive or zip drive) or stored with a third-party digital-storage provider (such as OneDrive or Dropbox); and all user names and passwords for any and all email accounts, social networking websites (such as Facebook, Twitter, LinkedIn, Google+, YouTube,

Pinterest, Instagram, Tumblr, Flickr, Reddit, Snapchat, and WhatsApp), blogs, review websites (such as Yelp or Angie's List), and any other online communities where the Business created or shared online content, or held itself out as speaking for or representing the Business.

- v. cease the use of all material of whatever nature of which the copyright is vested in Franchisor or where its continued use would in any way infringe Franchisor's copyright; and
 - vi. maintain the **System** and other information relating to the conduct of the Business in strict confidence and secret, and not use, disclose, publish, or otherwise make it available to any third party.
 - vii. execute the Franchisor's form of General Release then in effect which shall release You from all future monetary obligations under Section Ten of this Agreement provided that You comply with all of Your other obligations under this Section Seventeen.
- C. You shall change and, if requested, assign to Franchisor, any listed telephone numbers, including cell phone numbers, fax numbers, and domain names and email addresses relating to the Business and also execute any and all documentation necessary to assign any such telephone and fax numbers, domain names and email addresses to Franchisor. You hereby authorize and irrevocably constitute and appoint Franchisor as Your attorney-in-fact for such limited purpose as to take such actions and to make, execute, and deliver such documents for and on Your behalf as may be required to assign to Franchisor the right to use and own such telephone and fax numbers, domain names and email addresses, the foregoing power being a power coupled with an interest, and hereby direct the appropriate telephone company, domain name registry and internet service provider to so transfer the ownership of said numbers, domain names and email addresses as may be directed by Franchisor, in accordance with the Assignment of Telephone Numbers, Domain Names and E-Mail Addresses signed herewith, a copy of which form is attached as Schedule B.
- D. You shall not maintain call forwarding telephone number referral with respect to any telephone numbers formerly used in connection with the Business.
- E. In the event Your Business location is leased from a third party and is not Your residence, You shall, at Franchisor's option, assign to Franchisor Your interest in the Lease. You shall be and remain liable for all of its obligations accruing up to the effective date of any lease assignment. In conjunction with the foregoing, You shall execute and deliver to Franchisor an Assignment of Lease in such form as may be requested by Franchisor.
- F. Non-compete Covenant:
- i. Upon the expiration or termination of this Agreement and for a period of two years thereafter, You shall not, within Your Designated Marketing Area, ten (10) miles of Your Designated Marketing Area, the Designated Marketing Area of any other **Exit Factor** franchisee and ten (10) miles of the Designated Marketing Area of any other **Exit Factor** franchisee, be engaged, concerned, or interested in any capacity whatsoever in a business which competes with the Business (except as the holder of not more than 5% of the shares in any company whose shares are listed or dealt in any Stock Exchange or other recognized public market).
 - ii. You shall not, for a period of eight months after the expiration or termination of this

Agreement, solicit for business from any person who was, during the period of two years prior to such expiration or termination, a client of the Business or a person with whom You had an engagement agreement within in the twelve months preceding the date of termination of this Agreement.

- iii. You acknowledge and confirm that the length of the term and geographical restrictions contained in this Section are fair and reasonable and not the result of overreaching, duress, or coercion of any kind. You further acknowledge and confirm that Your full, uninhibited, and faithful observance of each of the covenants contained in this Paragraph will not cause You any undue hardship, financial or otherwise, and that enforcement of each of the covenants contained in this Section will not impair Your ability to obtain employment commensurate with Your abilities and on terms fully acceptable to You, or otherwise to obtain income required for the comfortable support of Your family, and Your satisfaction of the needs of Your creditors. You acknowledge and confirm that Your special knowledge of the business of an Business (and anyone acquiring such knowledge through You) is such as would cause Franchisor and its franchisees serious injury and loss if You (or anyone acquiring such knowledge through You) were to use such knowledge to the benefit of a competitor or were to compete with Franchisor or any of its franchisees.
 - iv. In the event any court shall finally hold that the time or territory or any other provision stated in this Section constitutes an unreasonable restriction upon You, You agree that the provisions of this Agreement shall not be rendered void, but shall apply as to time and territory or to such other extent as such court may judicially determine or indicate constitutes a reasonable restriction under the circumstances involved.
- G. Franchisor shall have the option (but not the obligation) to be exercised by providing written notice of intent to do so, within 30 days after the expiration or sooner termination of this Agreement, to purchase any items bearing the Trademarks or other assets owned by You, including, without limitation, any or all signs, advertising materials, supplies, inventory, equipment, furnishings, fixtures, or other items at a price equal to Your cost or fair market value, whichever is less. If the parties cannot agree on fair market value within a reasonable time, an independent appraiser shall be designated by Franchisor whose costs shall be borne equally by the parties, and his or her determination shall be final and binding. The fair market value of tangible assets shall be determined without reference to good will, going concern value, or other intangible assets. If Franchisor elects to exercise its option to purchase, it shall have the right to set off all amounts due from You under this Agreement, and the cost of the appraisal, if any, against any payment to You. Should You fail or refuse to execute and deliver the necessary documents to transfer good title to Your assets to Franchisor, or its nominee, Franchisor shall be entitled to apply to any court of competent jurisdiction for a mandatory injunction to compel You to comply with the rights granted in this Agreement. All costs and expenses relating to such litigation, including Franchisor's reasonable attorneys' fees and costs, shall be payable by You to Franchisor, upon demand, and may be credited by Franchisor to the agreed purchase price.

Eighteen: ENTIRE AGREEMENT; FAILURE TO EXERCISE RIGHTS NOT TO BE A WAIVER

- A. You acknowledge:
 - i. that You have been told that if there are any precontractual statements which You consider have been made to You which have induced You to enter into this Agreement, You are obliged to submit the particulars thereof to Franchisor so that any misconceptions or

misunderstandings can be resolved. In such case, an agreed form of precontractual statements upon which You relied on may be annexed to and made part of this Agreement;

- ii. You have been given the opportunity to provide Franchisor particulars of any precontractual statements which You consider have been made to You which have induced You to enter into this Agreement; and
 - iii. this Agreement therefore contains the entire agreement between the parties and accordingly no precontractual statements shall add to or vary this Agreement or be of any force or effect unless such precontractual statements are either contained in this Agreement or in an annex to it, and You waive any right You may have to sue for damages and/or rescind this Agreement for any precontractual statements not contained in this Agreement or an annex to it. Nothing within this Agreement or any related agreement, however, is intended to disclaim the representations Franchisor has made in the Disclosure Document furnished to You. Nothing within this Agreement shall be considered a waiver of reliance by You on the representations made in the Disclosure Document or its exhibits or amendments.
 - iv. that nothing in this or any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.
- B. In this Section, the expression “precontractual statements” includes written or oral precontractual statements or agreements, financial statements, profit projections, representations, warranties, inducements or promises whether or not made innocently or negligently.
- C. Your waiver contained in this Section shall be irrevocable and unconditional, but it is expressly provided that such waiver shall not exclude any liability of Franchisor for precontractual statements made by it fraudulently.
- D. No failure of Franchisor to exercise any power given to it under this Agreement or to insist upon strict compliance by You with any obligation and no custom or practice of the parties at variance with the terms of this Agreement shall constitute any waiver of any of Franchisor’s rights under this Agreement.
- E. Waiver by Franchisor of any particular default by You shall not affect or impair Franchisor’s rights in respect to any subsequent default of any kind by You nor shall any delay or omission of Franchisor to exercise any rights arising from any of Your defaults affect or impair Franchisor’s right in respect to said default or any other default of any kind.

Nineteen: INDEPENDENT CONTRACTOR

- A. This Agreement does not create a fiduciary relationship or the relationship of principal and agent between You and Franchisor. Franchisor is an independent contractor and, except as expressly permitted under this Agreement for certain rights of Franchisor, neither You nor Franchisor will under any circumstances, act or hold itself out as an agent or representative of the other nor incur any liability or create any obligation whatsoever in the name of the other.
- B. You agree to take such affirmative action as may be requested by Franchisor to indicate that You are an independent contractor, including placing and maintaining a plaque in a conspicuous place within the Premises and a notice on all stationery, business cards, sales literature, contracts, and similar documents which states that the Business is independently owned and operated by You. The content of such plaque and notice is subject to the prior written approval of Franchisor.

- C. You agree to take affirmative action to ensure that Your manager and staff are conspicuously aware of the proper identity of their employer which is You and not Franchisor and also aware that notwithstanding any advice, guidance, standards and specifications provided by Franchisor to Your Business, Franchisor is not an employer, co-employer or joint employer with You of Your employees.

Twenty: ACKNOWLEDGEMENTS AS TO ADVICE GIVEN AND OTHER MATTERS

- A. You hereby acknowledge the exclusive right of Franchisor in and to the **System** as presently developed or as it may be improved and expanded during the term of this Agreement, including practices, knowhow, trade secrets, designs, marks, logos, window graphics, agency decoration, signs, and slogans presently in use and to be used hereafter.
- B. You understand and acknowledge the importance of Franchisor's high standards of quality and service and the necessity of operating the business franchised hereunder in strict conformity with Franchisor's standards and specifications.
- C. You acknowledge that Franchisor, in giving advice to and assisting You in establishing the Business (including but without prejudice to the generality of the foregoing recommending materials, and the assessment of Your suitability) bases its advice and recommendations on experience actually obtained in practice and is not making or giving any representations, guarantees or warranties except that its advice is based upon such previous experience as it has and the degree of success or lack of success in its dealings on its own account and with its franchisees. You acknowledge that You have been advised by Franchisor to discuss Your intention to enter into this Agreement with other franchisees of Franchisor and Your business advisors and that You must decide on the basis of Your own judgment of what You have been told by Franchisor or such other franchisees whether or not to enter into this Agreement. You further acknowledge that You recognize that the business venture contemplated by this Agreement involves business risks and that Your success will be affected by Your ability and commitment as an independent businessperson.
- D. Except where the context otherwise requires, each of the restrictions contained in this Agreement and in each Section and Paragraph shall be construed as independent of every other restriction and of every other provision of this Agreement, and the existence of any claim or course of action by You against Franchisor whatsoever shall not constitute a defense to the enforcement by Franchisor of said restrictions or of any of them.
- E. It is expressly agreed between the parties hereto that having regard to the recitals and other provisions of this Agreement, each of the restrictive covenants contained in this Agreement and in each Section and Paragraph is reasonably necessary for the protection of Franchisor, Franchisor's intellectual property rights and the other franchisees of Franchisor and does not unreasonably interfere with the freedom of action by You. You acknowledge that You have been advised by Franchisor to obtain independent legal advice before executing this Agreement, and that You are fully aware of its provisions and accept that they are fair and reasonable in all the circumstances known to or in the contemplation of Franchisor and You as of the date of this Agreement. In particular, You acknowledge that the provisions of this Agreement relating to the limits on Your right to make deductions or set offs (to which You may claim to be entitled) against payment of Royalties are fair and reasonable. You recognize that Your failure or refusal to make payments of such fees or contributions because of Your dissatisfaction with Franchisor's performance may result in Your continued involvement in the Network being subsidized by other franchisees that make payment of such fees and contributions. You also recognize that Your failure to pay such

fees and contributions may adversely and materially affect the provision of services to franchisees who are members of the Network. You accept that the remedies available to You are not affected by the setoff or deduction provisions of this Agreement and the remedies are sufficient for Your purposes including as they do a right to sue for damages.

- F. You warrant that, except pursuant to any agreement with Franchisor entered into prior to the execution of this Agreement, You had no direct knowledge of the **Exit Factor** business or how to operate a business similar to the **Exit Factor** business or how to conduct the **Exit Factor** Business or of Franchisor's trade secrets, knowhow methods or the **System**.
- G. YOU SPECIFICALLY ACKNOWLEDGE THAT THERE IS NO BUSINESS THAT MAY BE CONSIDERED TO BE A "TYPICAL" OR "AVERAGE" BUSINESS. YOU ARE NOT ENTITLED TO ANY COMPENSATION OR REIMBURSEMENT FOR LOSS OF PROSPECTIVE PROFITS, ANTICIPATED SALES, OR OTHER LOSSES OCCASIONED BY CANCELLATION OR TERMINATION.
- H. FRANCHISOR MAKES NO REPRESENTATIONS OR GUARANTEES AS TO NET/GROSS SALES, REVENUES, PROFITS, COSTS OR EARNINGS YOU CAN EXPECT. NO PERSON IS AUTHORIZED TO GIVE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN OR INCORPORATED IN THIS FRANCHISE AGREEMENT AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION SHOULD NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED.
- I. You acknowledge that You have received from Franchisor a Franchise Disclosure Document with all exhibits and supplements thereto, at least 14 days prior to: (i) the execution of this Agreement and every other agreement imposing a binding obligation on You in connection with the sale of a franchise; and (ii) any payment by You of any consideration in connection with the sale, or proposed sale, of a franchise.
- J. You represent to Franchisor that You (i) are not violating any agreement (including any confidentiality or noncompetition covenant) by entering into or performing under this Agreement, (ii) are not a direct or indirect owner of any competitor, and (iii) are not listed or "blocked" in connection with, and are not in violation under, any antiterrorism law, regulation or executive order.

Twenty-One: NO WARRANTIES WITHOUT AUTHORITY

You shall make no statements, representations, or claims and shall give no warranties of any kind to any customer or prospective customer in respect to the Services sold by You or the **System** except for those warranties which are implied by law or which may have been specifically authorized in writing by Franchisor.

Twenty-Two: ACTIONS AGAINST FRANCHISEE

In the event any claim, demand, action, or proceeding is brought against You, or if You are notified of any violation of an applicable rule or statute, You will immediately (but in no event later than five days of such notification) notify Franchisor thereof, giving full particulars, and will diligently and expeditiously defend, compromise, cure, or satisfy such claim, action, demand, proceeding, or violation.

Twenty-Three: ADDITIONAL REMEDIES OF FRANCHISOR

- A. You recognize that the business franchised hereunder is intended to be one of a large number of

businesses identified by the Trademarks in selling to the public the Services associated with the Trademarks, and hence the failure on the part of a single franchisee to comply with the terms of its franchise agreement is likely to cause irreparable damage to Franchisor, and damages at law would be an inadequate remedy. Therefore, You agree that in the event of a breach or threatened breach of any of the terms of the Agreement by You, Franchisor shall be entitled to seek an injunction restraining such breach and/or decree of specific performance, without showing or proving any actual damage, together with recovery of reasonable attorneys' fees and costs incurred in obtaining said equitable relief. The foregoing equitable remedy shall be in addition to all remedies or rights that Franchisor may otherwise have by virtue of any breach of this Agreement by You. Franchisor shall be entitled to seek such relief without the posting of any bond or security, and if a bond shall nevertheless be required by a court of competent jurisdiction, the parties agree that the sum of \$100 shall be a sufficient bond.

- B. Franchisor shall also be able to seek injunctive relief to prohibit any act or omission by You or Your employees that constitutes a violation of any applicable law, is dishonest or misleading to Your customers of other businesses, or constitutes a danger to Your employees or customers or to the public or which may impair the goodwill associated with the Trademarks.
- C. You expressly consent and agree that Franchisor may, in addition to any other available remedies, obtain an injunction to terminate or prevent the continuance of any existing default or violation, and/or to prevent the occurrence of any threatened default by You of this Agreement.
- D. Franchisor reserves the right to discontinue supplies or services upon default. While You are in default or breach of this Agreement, Franchisor may: (i) require that You pay cash on delivery for products or services supplied by Franchisor; (ii) stop selling or providing any products and services to You or to suspend its performance of any obligations under this Agreement; (iii) request any third party vendors to not sell or provide products or services to You; and/or (iv) charge you a non-compliance fee of \$500 for the first non-monetary default, and \$250 for each subsequent non-monetary default. No such action by Franchisor shall be a breach or constructive termination of this Agreement, change in competitive circumstances or similarly characterized, and You shall not be relieved of any obligations under this Agreement because of any such action. Such rights of Franchisor are in addition to any other right or remedy available to Franchisor.

Twenty-Four: NOTICES

- A. All notices that Franchisor is required or may desire to give to You under this Agreement may be delivered personally, sent by certified mail or registered mail, postage prepaid, addressed to You at either Your home address as noted in this agreement or at Your Business premises address if noted in the Franchisor's files, or by electronic mail at the last known email address. All notices which You may be required or desire to give to Franchisor shall be sent by certified mail or registered mail, postage prepaid, addressed to: Exit Factor, LLC, 2121 Vista Parkway, West Palm Beach, FL 33411. The addresses herein given for notices may be changed at any time by either party by written notice given to the other party as herein provided. Notices shall be deemed given upon personal delivery, upon receipt of the electronic mail, or 2 business days after deposit in the U.S. Mail.
- B. You must provide Franchisor with immediate written notice of any breach of this Agreement, or any other agreement between You and any of the following parties, that You believe to have been committed or suffered by Franchisor, its affiliates, or their respective owners, officers, directors, employees, or representatives. Notice of such breaches extends, without limitation, to breaches arising out of, or related to, the negotiation or performance of this Agreement by Franchisor or

concerning misrepresentations or any acts of misfeasance or nonfeasance. If You fail to give Franchisor written notice within one year from the date of any such breach, then such breach shall be deemed to have been waived by You and, thereupon, You shall be permanently barred from commencing any action relating to such believed breach.

Twenty-Five: DISPUTE RESOLUTION; EQUITABLE RELIEF

- A. Any controversy or claim arising out of or relating to this Agreement, the business franchised hereunder or the relationship between the parties, including any claim that this Agreement, or any part thereof, is invalid, illegal, or otherwise void, shall be submitted to arbitration before the American Arbitration Association in accordance with its Commercial Arbitration Rules, in which event both parties shall execute a confidentiality agreement reasonably satisfactory to **Franchisor**. However, prior to any litigation proceeding taking place, either party may, at its option, submit the controversy or claim to non-binding mediation before the American Arbitration Association in accordance with its Commercial Mediation Procedures, in which event both parties shall execute a confidentiality agreement reasonably satisfactory to **Franchisor**. Upon submission, the obligation to attend mediation shall be binding on both parties. Each party will bear its own costs with respect to the mediation, except the fee for the mediator will be split equally. If the controversy or claim is submitted to arbitration, the reasonable attorney fees and costs of the prevailing party in the arbitration shall be paid by the non-prevailing party. The fee of the arbitrator(s) shall be split equally by the parties.
- B. The provisions of this Section Twenty-Five shall be construed as independent of any other covenant or provision of this Agreement; provided that if a court of competent jurisdiction determines that any such provisions are unlawful in any way, such court shall modify or interpret such provisions to the minimum extent necessary to have them comply with the law.
- C. Franchisor and You (and their respective owners) waive to the fullest extent permitted by law, any right to or claim for any punitive or exemplary damages against the other and agree that in the event of a dispute between them each shall be limited to the recovery of any actual damages sustained by it. In the event of litigation, the reasonable attorney fees of the prevailing party shall be paid by the non-prevailing party.
- D. In the event of termination of this Agreement prior to the expiration of the term due to Your default, Franchisor's actual damages will include its lost future income from Royalty Fees and other amounts that You would have owed to Franchisor but for the termination.
- E. Mediation shall take place in Your home state.
- F. You acknowledge and agree that it is the intent of the parties that mediation, arbitration or litigation between Franchisor and You shall be of Franchisor's and Your individual claims, and that none of Your claims shall be mediated, arbitrated or litigated on a class-wide basis or on a joined or consolidated claim basis.

Twenty-Six: MISCELLANEOUS PROVISIONS

- A. This Agreement shall be binding upon the parties hereto, their heirs, successors, and permitted assigns. All persons signing as You shall be jointly and severally liable for its obligations to Franchisor under this and any other agreements between the parties.
- B. As to any provision in this Agreement wherein approval is required, or modification desired, such

approval or modification must be in writing and signed by the party to be charged.

- C. If any portion of this Agreement is declared to be invalid by any court, such determination shall not affect the balance of this Agreement and the same will remain in full force and effect.
- D. The parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Palm Beach County, Florida, and that, therefore, each of the parties irrevocably and unconditionally: (a) agrees that any suit, action or legal proceeding arising out of or relating to the offer, negotiation, performance, validity or interpretation of this Agreement where a Court of competent jurisdiction shall permit a suit to arise rather than compelling arbitration as called for under Section Twenty Five of this Agreement, shall be brought only in the courts of record of the State of Florida in Palm Beach County; (b) consents to the jurisdiction of each such court in any suit, action or proceeding; (c) waives any objection which he, she or it may have to the laying of venue of any such suit, action or proceeding in any of such courts; and (d) agrees that service of any court paper may be effected on such party by U.S. mail or by any other manner as may be provided under applicable laws or court rules in the State of Florida. Notwithstanding the foregoing, if Franchisor deems it necessary to commence an action in Your jurisdiction to more fully or expeditiously determine, interpret or protect its rights, it may do so.
- E. For a period of two (2) years from the Effective Date of this Agreement, the total liability of each party to the other party for any and all claims arising under or related to this Agreement, whether arising in contract, tort, statute or otherwise, including any claims arising prior to the Effective Date, shall not exceed One Hundred Thousand Dollars (\$100,000).
- F. Except to the extent governed by the United States Trademarks Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051 et seq.), this Agreement and any other agreement relating to this Agreement and all transactions contemplated by this Agreement and any other agreement relating to this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to principles of conflicts of laws.
- G. The captions herein are inserted for convenience only, and will not be deemed or construed to be a part of this Agreement or to define or limit the contents of the paragraph thereof.
- H. You acknowledge that State and Federal law may require the Franchisor to disclose Your home address in particular circumstances. You agree and give Your consent to use the same.
- I. The Franchisor expressly reserves the right to revise, amend and change from time to time brand standards, branding standards, its standards, specifications and methods of establishing, developing and operating Businesses and all such revisions, amendments, changes and improvements developed by Franchisor, You or other franchisees, shall be and become the sole and absolute property of the Franchisor, and the Franchisor shall have the sole and exclusive rights to copyright, patent, register and protect such improvements in Franchisor's own name, and You agree to abide by and conform to any such changes.
- J. THIS AGREEMENT AND THE SCHEDULES ATTACHED HERETO AND MADE A PART HEREOF CONTAIN THE ENTIRE AGREEMENT OF THE PARTIES. NO OTHER AGREEMENTS, WRITTEN OR ORAL, SHALL BE DEEMED TO EXIST, AND ALL PRIOR AGREEMENTS AND UNDERSTANDINGS HEREBY. THIS AGREEMENT SHALL NOT BE BINDING UPON FRANCHISOR. UNTIL EXECUTED BY AN AUTHORIZED OFFICER THEREOF. THIS AGREEMENT CANNOT BE MODIFIED OR CHANGED EXCEPT BY A

WRITTEN INSTRUMENT SIGNED BY ALL OF THE PARTIES HERETO. NOTHING IN THIS AGREEMENT OR ANY RELATED AGREEMENT IS INTENDED TO DISCLAIM THE REPRESENTATIONS MADE BY THE FRANCHISOR IN THE FRANCHISE DISCLOSURE DOCUMENT.

THE PARTIES HERETO acknowledge that they have read and fully understand all of the above and foregoing. By signing below, each party agrees to abide by all of the terms and conditions contained in this Agreement.

Exit Factor, LLC

By: _____
Print Name/Title: _____
Date: _____

Franchisee

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

SCHEDULE A TO FRANCHISE AGREEMENT

EXIT FACTOR SOFTWARE AND SUPPLIES PACKAGE UNITED STATES 2024

LEAD GENERATION SOFTWARE

Lead generation is the process of identifying and attracting potential customers or leads who have shown interest in your services and have the potential to become customers. This is a crucial part of sales and marketing strategies for your Exit Factor. We provide one full year of access to a database that allows us to target our audience demographic and reach them through multiple channels. A one-year subscription is included.

SALES AND MARKETING AUTOMATION PLATFORM

We utilize an all-in-one sales and marketing automation platform designed to help your business grow. This platform collects new leads with minimal effort, organizes customer records, and triggers the next actions to seamlessly move people through the sales and onboarding process. Write emails using curated templates, send them to segmented lists in your CRM, and watch the results roll in. A one-year subscription is included.

CUSTOM WEBSITES

A customizable, independent, and expandable Exit Factor website is included. This website will showcase your contact information and an explanation of all aspects of your business. Your business will be prominently displayed on an attractive website that you can update or change all within the admin access. Your website, domain name, and hosting fees are included in your technology fee.

BUSINESS VALUATION REFERENCE GUIDE

A guide to valuing businesses with up to date “rules of thumb” and pricing information for over 600 types of businesses is provided. It includes tips from industry experts and benchmark information that provides comparison data about many different businesses and industries. You will use this for researching an industry before a prospect appointment and assist business owners in the decision-making process. A one-year subscription is included.

CORPORATE PRINT SUPPLY PACKAGE

A custom-designed playbook can be a valuable strategic component for the start of your Exit Factor. You will receive everything you need to communicate the brand and message in a print package including a crafted collection of professional stationery essentials, encompassing business cards, notecards, and sleek presentation folders, all thoughtfully designed to empower your business's promising beginnings. In addition, we include a starter pack of client playbooks and a full printed version of the Exit Factor program that you will send your clients once they complete onboarding.

PORTABLE IDENTITY PACKAGE

A portable banner with a stand will showcase your services in your office or conference room. Because it is collapsible and portable, it will make a great addition at tradeshow and networking events. A tradeshow tablecloth with the Exit Factor Logo is also provided to enhance your appearance and hide stored materials.

SALES TRAINING

We provide access to the world-class online sales training program with renowned business experts delivering their best tips and secrets. We have created 1-year access for you along with a pre-selected set of courses to help you jumpstart your business.

APPAREL PACKAGE

This includes an initial supply of two high-quality designer Exit Factor shirts. The beautifully embroidered shirts provide a professional lasting impression when meeting new clients.

BUSINESS SOFTWARE

Accounting software that can be used to record monthly sales & and expenses, handle payroll, and generate business reports. Included is a one-year subscription and setup of your bookkeeping system and chart of accounts.

PR PACKAGE

An outside Marketing Firm will draft a professional Press Release for your new Exit Factor location. The Press Release will be sent to local and regional media and relevant trade outlets. They will also coordinate any interviews and photo shoots as well as monitor media attention.

SHIPPING AND DELIVERY

Shipping and delivery are included in the package.

Total \$11,995*

*** Plus tax for all equipment and furnishings.**

Because we are constantly improving our products and equipment, we reserve the right to revise, change and/or substitute product features, dimensions, specifications, and designs without notice to improve capabilities and quality. Prices are subject to change without notice.

SCHEDULE B TO FRANCHISE AGREEMENT

ASSIGNMENT OF TELEPHONE NUMBERS, DOMAIN NAMES, AND EMAIL ADDRESSES

This Assignment shall be effective as of the date of termination of the Franchise Agreement entered into between Exit Factor, LLC and _____ (“Franchisee”). Franchisee hereby irrevocably assigns to Exit Factor, LLC or its designee the telephone number or numbers (including any cell phone numbers or fax numbers), and listings, domain names and email addresses issued to Franchisee with respect to each and all of Franchisee’s Exit Factor business. Franchisee agrees to pay all amounts, whether due and payable or not, that any domain name registry (“Registry”) or internet service provider (“ISP”) may require in connection with such transfer. This assignment is for collateral purposes only and Exit Factor, LLC shall have no liability or obligation of any kind whatsoever arising from this assignment, unless Exit Factor, LLC desires to take possession and control over the telephone numbers, domain names and email addresses.

Exit Factor, LLC is hereby authorized and empowered upon termination of the Franchise Agreement that, and without any further notice to Franchisee, to notify the telephone company, as well as any other company that publishes telephone directories (“telephone companies”), the Registry and the ISP to transfer the telephone numbers, domain names and email addresses to Exit Factor, LLC or such other person or firm as is designated by Exit Factor, LLC. In furtherance thereof, Franchisee hereby grants an irrevocable power of attorney to Exit Factor, LLC and appoints it as its attorney-in-fact to take any necessary actions to assign the telephone numbers, domain names and email addresses including but not limited to, executing any forms that the telephone companies, the Registry or the ISP may require to effectuate the assignment. This assignment is also for the benefit of the telephone companies, the Registry and the ISP and the telephone companies, the Registry and the ISP may accept this assignment and Exit Factor, LLC’s instructions as conclusive evidence of Exit Factor, LLC’s rights in the telephone numbers, domain names and email addresses and Exit Factor, LLC’s authority to direct the amendment, termination or transfer of the telephone numbers, domain names and email addresses as if they had originally been issued to Exit Factor, LLC. In addition, Franchisee agrees to hold the telephone companies, the Registry and the ISP harmless from any and all claims against them arising out of any actions or instructions by Exit Factor, LLC regarding the telephone numbers, domain names and email addresses.

Exit Factor, LLC

Franchisee

By: _____
Print Name/Title: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

SCHEDULE C TO FRANCHISE AGREEMENT

**ELECTRONIC FUNDS TRANSFER AUTHORIZATION
TO HONOR CHARGES DRAWN BY AND PAYABLE TO
EXIT FACTOR, LLC (“PAYEE”)**

The undersigned Depositor hereby authorizes and requests the Depository designated below to honor and to charge to the following designated account, checks, and electronic debits (collectively, “debits”) drawn on such account which are payable to the above named Payee. It is agreed that Depository’s rights with respect to each such debit shall be the same as if it were a check drawn and signed by Depositor. It is further agreed that if any such debt is not honored, whether with or without cause and whether intentionally or inadvertently, Depository shall be under no liability whatsoever. This authorization shall continue in force until Depository and Payee have received at least thirty (30) days written notification from Depositor of its termination.

The Depositor agrees with respect to any action taken pursuant to the above authorization:

- (1) To indemnify the Depository and hold it harmless from any loss it may suffer resulting from or in connection with any debit, including, without limitation, execution and issuance of any check, draft or order, whether or not genuine, purporting to be authorized or executed by the Payee and received by the Depository in the regular course of business for the purpose of payment, including any costs or expenses reasonably incurred in connection therewith.
- (2) To indemnify Payee and the Depository for any loss arising in the event that any such debit shall be dishonored, whether with or without cause and whether intentionally or inadvertently.
- (3) To defend at Depositor’s own cost and expense any action which might be brought by a depositor or any other persons because of any actions taken by the Depository or Payee pursuant to the foregoing request and authorization, or in any manner arising by reason of the Depository’s or Payee’s participation therein.

Name of Depository: _____

Name of Depositor: _____

Designated Bank Acct.: _____
(Please attach one voided check for the above account)

Business Location: _____

Business#: _____

Address: _____

Phone #: _____ Fax #: _____

Name of Franchisee/Depositor (please print) _____

By: _____
Signature and Title of Authorized Representative

Date: _____

SCHEDULE D TO FRANCHISE AGREEMENT

FRANCHISEE’S RATIFICATION

In consideration of the execution of the foregoing Franchise Agreement with Exit Factor, LLC, the Franchisee hereby acknowledges that:

I have read and understand the foregoing Franchise Agreement and understand that if I do not understand any terms of the Franchise Agreement, or if I do not understand any terms of this Acknowledgement of Receipt, I have the right to have my own attorney explain any terms of this Agreement to me.

EXIT FACTOR, LLC ENCOURAGES YOU TO SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING THE FRANCHISE AGREEMENT.

I understand that although Exit Factor, LLC will provide assistance and advice, as outlined in the Franchise Agreement, Exit Factor cannot guarantee my success as an Exit Factor Franchisee, and my earnings as an Exit Factor Franchisee will be primarily dependent upon MY INDIVIDUAL EFFORTS in operating my Exit Factor business.

I acknowledge that neither Exit Factor, LLC, nor any of its members, managers, officers, agents, or employees have made any claims or representations whatsoever regarding potential revenues, earnings or profits, that a Franchisee will achieve as the owner of an Exit Factor business. I represent that I have entered into the Franchise Agreement without relying upon any claim or representation not contained in the Franchise Disclosure Document, and to do so would be unreasonable. I understand that the Franchisor is relying upon my representation in making its decision to grant the Franchise.

WHILE EXIT FACTOR, LLC HAS OFFERED ASSISTANCE, I UNDERSTAND THAT I AM ASSUMING FULL RESPONSIBILITY FOR, AND HAVE HAD THE FINAL ULTIMATE APPROVAL OF, THE SITE SELECTED AND THE LEASE EXECUTED FOR THAT SITE. I FURTHER UNDERSTAND THAT I HAVE THE RIGHT TO HAVE MY OWN ATTORNEY REVIEW THE LEASE AND EXPLAIN TO ME ANY PROVISIONS OF THE LEASE.

Executed this ____ day of _____, 20__.

Franchisee -

Franchisee -

Corporate Name (if applicable)

By: _____
Name & Title

A corporation organized under the Laws of the State of _____.

**STATE OF CALIFORNIA
ADDENDUM TO FRANCHISE AGREEMENT**

In consideration of the execution of the foregoing Franchise Agreement with Exit Factor, LLC, the Franchisee hereby acknowledges that:

1. Sections Eighteen A.i, Eighteen A.ii, Eighteen C, Twenty H, and Twenty I of the Franchise Agreement do not apply in California.

2. Section Eighteen A.iii of the Franchise Agreement is replaced in its entirety with the following language:

“This Agreement therefore contains the entire agreement between the parties.”

3. Section Twenty C of the Franchise Agreement is replaced in its entirety with the following language:

“You acknowledge that Franchisor, in giving advice to and assisting You in establishing the Business (including but without prejudice to the generality of the foregoing recommending materials, and the assessment of Your suitability) bases its advice and recommendations on experience actually obtained in practice.”

4. Section Twenty E of the Franchise Agreement is amended by removing the following language:

“You acknowledge that You have been advised by Franchisor to obtain independent legal advice before executing this Agreement.”

5. Section Twenty H of the Franchise Agreement is amended by removing the following language:

“FRANCHISOR MAKES NO REPRESENTATIONS OR GUARANTEES AS TO NET/GROSS SALES, REVENUES, PROFITS, COSTS OR EARNINGS YOU CAN EXPECT.”

6. Section Twenty-Six D of the Franchise Agreement is amended by removing the following language:

“The parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Palm Beach County, Florida.”

7. 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.

8. Both the Governing Law and Choice of Law for Franchisees operating outlets located in California, will be the California Franchise Investment law and the California Franchise Relations Act regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the franchise agreement or amendment to or any agreement to the contrary is superseded by this condition.

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

of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Exit Factor, LLC

By: _____
Print Name/Title: _____
Date: _____

Franchisee

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

**STATE OF ILLINOIS
ADDENDUM TO FRANCHISE AGREEMENT**

In consideration of the execution of the foregoing Franchise Agreement with Exit Factor, LLC, the Franchisee hereby acknowledges that:

1. Section Twenty-Six, entitled “MISCELLANEOUS PROVISIONS”, of the Franchise Agreement is hereby amended by the addition of the following language to the original language that appears therein:

“Under 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 any provision of this Act **or any other Law** of this State is void.”

2. Sections Twenty-Five A and Twenty-Six D of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

“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, arbitration may take place outside of Illinois.”

3. Illinois law governs the Franchise Agreement.
4. Franchisees’ rights upon termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Exit Factor, LLC

By: _____
Print Name/Title: _____
Date: _____

Franchisee

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

**STATE OF MARYLAND
ADDENDUM TO FRANCHISE AGREEMENT**

In consideration of the execution of the foregoing Franchise Agreement with Exit Factor, LLC, the Franchisee hereby acknowledges that:

1. Section Two E. of the Franchise Agreement is amended by adding the following language:

“A general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.”

2. The Franchise Agreement is amended by removing sections Eighteen A, Eighteen B, Eighteen C, Twenty C, Twenty E, Twenty H, and Twenty I.

3. Sections Twenty-Four B., Twenty-Five A., and Twenty-Six D and E. of the Franchise Agreement are amended by adding the following language:

“A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.”

4. The Franchise Agreement is amended by adding the following language:

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

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

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Exit Factor, LLC

By: _____
Print Name/Title: _____
Date: _____

Franchisee

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

**STATE OF MINNESOTA
ADDENDUM TO FRANCHISE AGREEMENT**

In consideration of the execution of the foregoing Franchise Agreement with Exit Factor, LLC, the Franchisee hereby acknowledges that:

1. Section Two E of the Franchise Agreement is amended by adding the following language:

“The general release that is required as a condition of a renewal, sale, or transfer of the franchise shall not apply to liability of the Franchisor under the Minnesota Franchisor Act, MINN STAT §80C.0122.”

2. Section Fourteen of the Franchise Agreement is amended by adding the following language:

“To the extent required by the Minnesota Franchises Act, we will protect your rights to use the Trademarks, service marks, trade names, logo types, or other commercial symbols related to the Trademarks or indemnify you from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the Trademarks.”

3. Minnesota considers it unfair to not protect the franchisee’s right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12. Subd. 1(g).

4. Section Sixteen B of the Franchise Agreement is amended by adding the following language:

“Minnesota Law provides franchises with certain termination and nonrenewal rights. Minn. Stat. Sec. 80C. 14, Subd. 3, 4, and 5 require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for nonrenewal of the franchise agreement.”

5. Sections Twenty Five A and Twenty Six D of the Franchise Agreement is amended by adding the following language:

“Minn. Stat. 80C21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside of Minnesota. In addition, nothing in the Disclosure Document or this Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights as provided for by the laws of the jurisdiction.”

6. No statement, questionnaire, or acknowledgement 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 with the franchise.

Signatures on following page.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Exit Factor, LLC

By: _____
Print Name/Title: _____
Date: _____

Franchisee

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

**STATE OF NORTH DAKOTA
ADDENDUM TO FRANCHISE AGREEMENT**

In consideration of the execution of the foregoing Franchise Agreement with Exit Factor, LLC, the Franchisee hereby acknowledges that:

1. Section Two E of the Franchise Agreement is amended by the following:

“The Commissioner has determined that franchise agreements which require the franchisee to sign a general release upon renewal of the franchise agreement is unfair, unjust, and inequitable with the intent of Section 511909 of the North Dakota Franchise Investment Law.”

2. Section Seventeen F of the Franchise Agreement is amended by the addition of the following language to the original language that appears therein:

“Covenants not to compete upon termination or expiration of a franchise agreement are generally considered unenforceable in the State of North Dakota.”

3. Section Twenty Five C of the Franchise Agreement is amended by the addition of the following language to the original language that appears therein:

“Any provision that provides that the parties waive their right to claim punitive, exemplary, incidental, indirect, special, or consequential damages is not enforceable under North Dakota Law.”

4. Section Twenty-Five A of the Franchise Agreement is amended by the addition of the following language to the original language that appears therein:

“The Commissioner has determined that franchise agreements which provide that parties agree to the arbitration of disputes at a location that is remote from the site of the franchisee’s business are unfair, unjust, or inequitable within the intent of Section 511909 of the North Dakota Franchise Investment Law.”

5. Sections Twenty Five A and Twenty Six D of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

“Section 511909 of the North Dakota Franchise Investment Law provides that any provision in a franchise agreement requires that jurisdiction or venue in a forum outside of North Dakota is void with respect to any cause of action which is otherwise enforceable in North Dakota.”

6. Section Twenty Five A of the Franchise Agreement is amended by substituting State of North Dakota for State of Florida as the applicable law.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Exit Factor, LLC

Franchisee

By: _____

Signature: _____

Print Name/Title: _____

Print Name: _____

Date: _____

Date: _____

**STATE OF RHODE ISLAND
ADDENDUM TO FRANCHISE AGREEMENT**

In consideration of the execution of the foregoing Franchise Agreement with Exit Factor, LLC, the Franchisee hereby acknowledges that:

A provision in the Franchise Agreement restricting jurisdiction or venue to a forum outside of the State of Rhode Island, or requiring the application of the laws of another state, is void with respect to a claim otherwise enforceable under this Act.” (Section 1928.114 of the Rhode Island Franchise Investment Act)

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Exit Factor, LLC

By: _____
Print Name/Title: _____
Date: _____

Franchisee

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

**STATE OF VIRGINIA
ADDENDUM TO FRANCHISE AGREEMENT**

In consideration of the execution of the foregoing Franchise Agreement with Exit Factor, LLC, the Franchisee hereby acknowledges that:

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.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Exit Factor, LLC

By: _____
Print Name/Title: _____
Date: _____

Franchisee

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

STATE OF WASHINGTON
ADDENDUM TO FRANCHISE AGREEMENT AND RELATED AGREEMENTS

In consideration of the execution of the foregoing Franchise Agreement with Exit Factor, LLC, the Franchisee hereby acknowledges that:

1. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.
2. 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.
3. 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. 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.
5. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
6. 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.
7. 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.
8. Section Six T of the Franchise Agreement is amended to add the following language:

“Franchisees have no obligation to indemnify or hold harmless an indemnified party for losses to the extent that they are determined to have been caused solely and directly by the indemnified party's negligence, willful misconduct, strict liability, or fraud.”

9. Sections Eighteen A.i, Eighteen A.ii, Eighteen C, Twenty H, and Twenty I of the Franchise Agreement do not apply in Washington.
10. Section Eighteen A.iii of the Franchise Agreement is replaced in its entirety with the following language:

“This Agreement therefore contains the entire agreement between the parties.”
11. Section Twenty C of the Franchise Agreement is replaced in its entirety with the following language:

“You acknowledge that Franchisor, in giving advice to and assisting You in establishing the Business (including but without prejudice to the generality of the foregoing recommending materials, and the assessment of Your suitability) bases its advice and recommendations on experience actually obtained in practice.”
12. Section Twenty E of the Franchise Agreement is amended by removing the following language:

“You acknowledge that You have been advised by Franchisor to obtain independent legal advice before executing this Agreement.”
13. Section Twenty H of the Franchise Agreement is replaced in its entirety with the following language:

“NO PERSON IS AUTHORIZED TO GIVE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN OR INCORPORATED IN THIS FRANCHISE AGREEMENT”
14. Section Twenty-Six J of the Franchise Agreement is amended by removing the following language:

"NO OTHER AGREEMENTS, WRITTEN OR ORAL, SHALL BE DEEMED TO EXIST, AND ALL PRIOR AGREEMENTS AND UNDERSTANDINGS HEREBY. THIS AGREEMENT SHALL NOT BE BINDING UPON FRANCHISOR.”
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.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Exit Factor, LLC

Franchisee

By: _____
 Print Name/Title: _____
 Date: _____

Signature: _____
 Print Name: _____
 Date: _____

**STATE OF WISCONSIN
ADDENDUM TO FRANCHISE AGREEMENT**

In consideration of the execution of the foregoing Franchise Agreement with Exit Factor, LLC, the Franchisee hereby acknowledges that:

1. THE WISCONSIN FAIR DEALERSHIP LAW SUPERSEDES ANY PROVISIONS OF THE FRANCHISE AGREEMENT INCONSISTENT WITH SAID LAW. WISCONSIN FAIR DEALERSHIP LAW, CHAPTER 135, 1973.
2. The Franchisor shall provide Franchisee at least 90 days prior written notice of termination, cancellation, nonrenewal, or substantial change in competitive circumstances, and Franchisee shall have 60 days in which to rectify any claimed deficiency. If the deficiency is rectified within 60 days, the notice shall be deemed void.
3. The above notice provision shall not apply if the reason for termination, cancellation, or nonrenewal is insolvency, the occurrence of any assignment for the benefit of creditors, or bankruptcy. If the reason for termination, cancellation, nonrenewal, or substantial change in competitive circumstances is nonpayment of sums due under the license, the Franchisee shall be entitled to written notice of such default and shall have 10 days to remedy such default from the date of delivery or posting of such notice.
4. **Section Sixteen – Termination:** In accordance with the State of Wisconsin Fair Dealership Laws, the Franchisor, directly or through any officer, agent, or employee, may terminate, cancel, fail to renew, or substantially change the competitive circumstances of the franchise agreement with good cause. The burden of proving good cause shall be on the grantor.
5. **Section Seventeen – Consequences of Termination:** In the event the Franchise granted herein is terminated by the Franchisor, as provided for above, then at the option of the Franchisee, the Franchisor shall repurchase all inventory sold by it to the Franchisee for resale under this Agreement at the fair, wholesale market value of such items. Such repurchase shall be only for merchandise that has affixed or printed on it a name, Trademarks, label, or other mark which identifies the Franchisor.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

Exit Factor, LLC

By: _____
Print Name/Title: _____
Date: _____

Franchisee

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

EXHIBIT B

FINANCIAL STATEMENTS

Exit Factor, LLC

Audited Financial Statements

December 31, 2023 and December 31, 2022

EXIT FACTOR, LLC

TABLE OF CONTENTS

Independent Auditor's Report	1-2
Financial Statements:	
Balance Sheets	3
Statements of Income and Member's Equity	4
Statements of Cash Flows	5
Notes to Financial Statements	6-9



MILBERY & KESSELMAN
CERTIFIED PUBLIC ACCOUNTANTS

To Management
Exit Factor, LLC
West Palm Beach, Florida

INDEPENDENT AUDITOR'S REPORT

We have audited the accompanying financial statements of Exit Factor, LLC, which comprises the balance sheets as of December 31, 2023 and December 31, 2022, and the related statements of income and member's equity, and cash flows for the periods then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Exit Factor, LLC as of December 31, 2023 and December 31, 2022, and the results of its operations and its cash flows for the period then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

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

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Exit Factor, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Exit Factor, LLC's ability to continue as a going concern for a reasonable period of time.

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



Milbery & Kesselman, CPAs, LLC
Fort Lauderdale, Florida
February 15, 2024

Exit Factor, LLC
Balance Sheets
As of December 31, 2023 and December 31, 2022

	2023	2022
ASSETS		
Current Assets		
Cash and Cash Equivalents	\$ 126,869	\$ 63,509
Prepaid Expenses	13,473	627
Total Current Assets	140,342	64,136
Property and Equipment, net	-	-
Other Assets		
Intangible Assets, net	60,306	48,733
TOTAL ASSETS	\$ 200,648	\$ 112,869
LIABILITIES AND MEMBER'S EQUITY		
LIABILITIES		
Current Liabilities		
Accounts Payable	\$ 15,531	\$ 764
Contract Liabilities	47,179	-
Loans Payable - Related Parties	22,671	43,390
Total Current Liabilities	85,381	44,154
Long Term Liabilities		
Loans Payable - Related Parties	75,000	-
TOTAL LIABILITIES	160,381	44,154
MEMBER'S EQUITY	40,267	68,715
TOTAL LIABILITIES AND MEMBER'S EQUITY	\$ 200,648	\$ 112,869

See accompanying independent auditor's report and notes to financial statements

Exit Factor, LLC
Statements of Income and Member's Equity
For the periods ended December 31, 2023 and December 31, 2022

	2023	2022
Income		
Franchise Fees	\$ 299,972	\$ 99,782
Other Income	2,927	500
Total Income	302,899	100,282
Cost of Goods Sold	69,124	15,010
Gross Profit	\$ 233,775	\$ 85,272
Expenses		
Advertising	31,635	19,916
Amortization	3,828	2,267
Automobile	484	-
Bank Service Charges	4,851	2,004
Computer and Software	10,832	16,407
Dues and Subscriptions	6,901	22
Insurance	8,334	-
Leasing Costs	470	101
Office	364	2,171
Payroll	171,718	74,673
Postage	396	529
Professional Fees	11,050	-
Registration and Licensing	1,609	-
Telephone	862	-
Travel	8,889	467
Total Expenses	262,223	118,557
Net Loss	\$ (28,448)	\$ (33,285)
Member's Equity, Beginning	68,715	-
Member's Contributions	-	102,000
Member's Equity, Ending	\$ 40,267	\$ 68,715

See accompanying independent auditor's report and notes to financial statements

Exit Factor, LLC
Statements of Cash Flows
For the periods ended December 31, 2023 and December 31, 2022

	2023	2022
Cash Flows from Operating Activities		
Net Loss	\$ (28,448)	\$ (33,285)
Adjustments to Reconcile Net Loss to Net Cash provided (used) in Operations:		
Amortization	3,828	2,267
(Increase)/ Decrease in Prepaid Expenses	(12,846)	(627)
Increase/ (Decrease) in Accounts Payable	14,766	764
Increase/ (Decrease) in Contract Liabilities	47,179	-
Cash provided (used) in Operating Activities	24,479	(30,881)
 Cash Flows from Investing Activities		
Acquisition of Intangible Assets	(15,400)	(51,000)
Cash used in Investing Activities	(15,400)	(51,000)
 Cash Flows from Financing Activities		
Member's Contributions	-	102,000
Loans Payable - Related Parties	54,281	43,390
Cash provided by Financing Activities	54,281	145,390
 Increase in Cash	63,360	63,509
 Beginning Balance	63,509	-
 Ending Balance	\$ 126,869	\$ 63,509
 SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:		
Cash paid during the year:		
Interest	\$ -	\$ -

See accompanying independent auditor's report and notes to financial statements

Exit Factor, LLC
(A Limited Liability Company)

Notes to Financial Statements

Note 1 Summary of Significant Accounting Policies

Nature of business – Exit Factor, LLC (the “Company”), a Florida limited liability company was formed on May 12, 2022 and is headquartered in West Palm Beach, Florida. The Company sells franchises that helps business owners prepare for selling their business.

The Company has elected a year end of December 31.

A summary of the Company’s significant accounting policies follows:

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

Revenue recognition - Initial franchise fees are recognized as revenue when services required under the franchise agreement have been performed by the Company. Franchise royalty revenues are based on franchisees’ sales and are recognized as earned. Product and equipment revenue is recorded when legal title is transferred to the customer, generally when the product is shipped.

Cash concentration - The Company maintains its cash in one bank account which, at times, may exceed the federally-insured limits. The Company has not experienced any loss in such accounts. The Company believes it is not exposed to any significant credit risk on such accounts.

Accounts receivable - Trade receivables are carried at their estimated collectible amounts. Trade credit is generally extended on a short-term basis; thus trade receivables do not bear interest, although a finance charge may be applied to such receivables that are more than 30 days past due.

Credit risk - The Company performs on-going credit evaluations of each franchisee’s financial condition. Accounts receivables are principally with franchises that are secured under the franchise agreements. The franchise agreements provide the Company with certain collateral, including inventory and fixed assets. Consequently, risk of loss is considered minimal.

Intangible assets – Intangible assets subject to amortization are development costs for the brand concept, which are being amortized on a straight-line basis over 15 years.

Long-lived assets - Long-lived assets held for use are subject to an impairment assessment if the carrying value is no longer recoverable based upon the undiscounted future cash flows of the asset. The amount of the impairment is the difference between the carrying amount and the fair value of the asset. The Company’s estimate of undiscounted cash flows indicated that such carrying amounts were expected to be recovered.

Exit Factor, LLC
(A Limited Liability Company)

Notes to Financial Statements

Note 1 Summary of Significant Accounting Policies (Continued)

Income taxes - The Company has elected to be taxed under sections of the federal and state income tax laws that provide that, in lieu of corporate income taxes, the members separately account for their pro rata shares of the Company's items of income, deduction, losses and credits. Therefore, no provision for income taxes is reflected in the Company's financial statements.

Leases - The Company recognizes and measures its leases in accordance with FASB ASC 842, *Leases*. The Company does not have any leases as of December 31, 2023. The Company determines if an arrangement is a lease, or contains a lease, at inception of a contract and when the terms of an existing contract are changed. The Company recognizes a lease liability and a right of use (ROU) asset at the commencement date of the lease. The lease liability is initially and subsequently recognized based on the present value of its future lease payments. Variable payments are included in the future lease payments when those variable payments depend on an index or a rate. The discount rate is the implicit rate if it is readily determinable or otherwise the Company uses its incremental borrowing rate. The implicit rates of our leases are not readily determinable and accordingly, we use our incremental borrowing rate based on the information available at the commencement date for all leases. The Company's incremental borrowing rate for a lease is the rate of interest it would have to pay on a collateralized basis to borrow an amount equal to the lease payments under similar terms and in a similar economic environment. The ROU asset is subsequently measured throughout the lease term at the amount of the re-measured lease liability (i.e., present value of the remaining lease payments), plus unamortized initial direct costs, plus (minus) any prepaid (accrued) lease payments, less the unamortized balance of lease incentives received, and any impairment recognized. Lease cost for lease payments is recognized on a straight-line basis over the lease term.

The Company has elected, for all underlying class of assets, to not recognize ROU assets and lease liabilities for short-term leases that have a lease term of twelve months or less at lease commencement, and do not include an option to purchase the underlying asset that the Company is reasonably certain to exercise. We recognize lease cost associated with our short-term leases on a straight-line basis over the lease term.

Related parties – For the purposes of these financial statements, parties are considered to be related to the Company where the Company and the party are subject to common control and/or common joint control. Related parties may be individuals or other entities.

Going concern – The Company evaluates whether there are conditions or events, considered in the aggregate, that raise substantial doubt about its ability to continue as a going concern for a period of one year after the date that the financial statements are available to be issued, taking into consideration the quantitative and qualitative information regarding the Company's current financial condition, conditional and unconditional obligations due and the funds and cash flow necessary to maintain operations within that time period. Based on management's evaluation, the Company will be able to continue in operation on a going concern basis for at least the next twelve months from the date these financial statements were available to be issued.

Exit Factor, LLC
(A Limited Liability Company)

Notes to Financial Statements

Note 1 Summary of Significant Accounting Policies (Continued)

Date of management's review - Management evaluated events or transactions subsequent to the balance sheet date for potential recognition or disclosure in the financial statements through February 15, 2024, which is the date the financial statements were available for issuance.

Note 2 Cash and Cash Equivalents

The Company maintains cash balances at one financial institution. Accounts at the institution are insured by the Federal Deposit Insurance Corporation for up to \$250,000. At December 31, 2023, the Company didn't have any uninsured cash balances.

Note 3 Intangible Assets

Intangible assets at December 31, 2023 and December 31, 2022 consisted of the following:

	<u>2023</u>	<u>2022</u>
Intangible Assets	\$ 66,400	\$ 51,000
Less Accumulated Amortization	<u>6,094</u>	<u>2,267</u>
	<u>\$ 60,306</u>	<u>\$ 48,733</u>

Amortization as of December 31, 2023 for the period ended is \$3,828.

Note 4 Transactions with Related Parties

The Company reimburses and receives reimbursements to and from Related Parties, for certain operating expenses, including payroll and other administrative expenses. For the period ended December 31, 2023, related party balances included short term loans payable of \$22,671.

During the year ended December 31, 2023, the Company entered into a loan agreement with a related entity (related through common ownership) whereby \$75,000 was made available to the Company. This loan bears no interest and is payable as a lump sum payment due on or before December 31, 2025. For the period ended December 31, 2023, related party balances included long term loans payable of \$75,000.

Exit Factor, LLC
(A Limited Liability Company)

Notes to Financial Statements

Note 5 Revenue Recognition in Accordance with FASB ASC 606

Contract balances

Contract balances from contracts with customers were as follows as of December 31:

	<u>2023</u>	<u>2022</u>
Contract assets	\$ -	\$ -
Contract liabilities	47,179	-

Disaggregation of revenue

The Company derives its revenues primarily from the sale of franchises. Revenue from performance obligations satisfied at a point in time consists of franchise fees, royalties, and other income. Revenue from performance obligations satisfied over time consists of the sale of master licenses and renewal franchise fees.

Performance obligations

For performance obligations related to the franchise fees, control transfers to the customer at a point in time. Revenues are recognized when the franchisee training is completed and the equipment is delivered.

For performance obligations related to royalties and other income, control transfers to the customer at a point in time. Royalty revenues are recognized monthly based on the monthly sales from the franchisees.

For performance obligations related to master licenses and renewal franchise fees, control transfers to the customer over time. Revenues are recognized over the term of the contract.

Significant judgments

The Company sells franchises for an agreed upon contract amount. For fixed fee contracts, the Company is entitled to payment upon signing of the franchise agreement and recognizes the revenues when the performance obligations have been met.

EXIT FACTOR
Balance Sheet

3/31/2024

ASSETS

Current Assets

Cash and Cash Equivalents	\$33,462.57
Accounts Receivable (net of Allowance for Doubtful Accounts)	38,050.00
Prepaid Expenses	16,519.95
Inventory	4,761.38
Total Current Assets	<u>92,793.90</u>

Other Assets

Intangible Assets (net of Accumulated Amortization)	64,616.93
Total Other Assets	<u>64,616.93</u>

TOTAL ASSETS

\$157,410.83

LIABILITIES AND MEMBERS' EQUITY

LIABILITIES

Current Liabilities

Accounts Payable	23,714.64
Accounts Payable - Related Companies	91,553.20
Accrued Expenses	24,092.66
Franchise Deposits	48,795.31
Total Current Liabilities	<u>188,155.81</u>

Long Term Liabilities

Loans Payable - Stock Holder	75,000.00
Total Long Term Liabilities	<u>75,000.00</u>

TOTAL LIABILITIES

263,155.81

MEMBERS' EQUITY

(105,744.98)

TOTAL LIABILITIES AND MEMBERS' EQUITY

\$157,410.83

EXIT FACTOR
Statement of Income and Members' Equity

3/31/2024

Income	
Franchise Fees	\$58,175.00
Product	39,980.00
Royalties	7,640.00
Miscellaneous Income	3,465.00
Total Income	<u>109,260.00</u>
Cost of Goods Sold	41,416.90
Gross Profit	<u>\$67,843.10</u>
Expenses	
Advertising	14,918.11
Amortization	2,461.17
Automobile	1,115.02
Bank Service Charges	270.23
Computer Software	4,377.33
Dues and Subscriptions	1,345.00
Insurance	2,324.80
Office	2,256.49
Payroll	126,706.60
Postage	271.51
Professional Fees	33,449.99
Registration & Filing Fees	10,010.00
Rent	334.44
Telephone	1,573.16
Travel	12,440.74
Total Expense	<u>213,854.59</u>
Net Income before Other Income/(Expense)	(\$146,011.49)
Other Income/(Expense)	
Total Other Income/(Expense)	<u>0.00</u>
Net Income	(\$146,011.49)
Members' Equity, Beginning	(61,733.49)
Members' Contribution	102,000.00
Members' Equity, Ending	<u><u>(105,744.98)</u></u>

EXHIBIT C

TABLE OF CONTENTS FOR OPERATING MANUAL

TABLE OF CONTENTS FOR OPERATING MANUAL

INTRODUCTION TO THE BRAND STANDARDS MANUAL	8
OWNERSHIP AND USAGE OF THIS MANUAL	8
ACCESS TO THE FRANCHISE PORTAL	8
GENDER STATEMENT	8
GENERAL DISCLAIMER	9
DEFINITIONS	10
MANUAL REVISIONS	11
PROVIDING MANUAL OR POLICY SUGGESTIONS	11
FORMAL NOTICE OF POLICY OR PROCEDURE CHANGE (SAMPLE)	12
SUGGESTED POLICY OR PROCEDURE CHANGE FORM (SAMPLE)	13
ABOUT US	14
ABOUT OUR SERVICES	14
INTRODUCTION TO THE FRANCHISE SYSTEM	16
PHASE I -- TRAINING PROVIDED AT A LOCATION DESIGNATED BY THE FRANCHISOR:	16
PHASE II -- TRAINING PROVIDED AT THE FRANCHISEE'S LOCATION:	16
FRANCHISOR ROLES AND RESPONSIBILITIES	17
FRANCHISEE ROLES AND RESPONSIBILITIES	18
ROLE OF THE FRANCHISE TEAM	19
ROLE OF THE CUSTOMER (“CLIENT”)	19
FRANCHISE FIELD CONSULTANT	20
CONSULTATIONS WITH THE CORPORATE OFFICE	21
FIELD VISIT OR VIRTUAL CONSULTATION CONFIRMATION FORM (SAMPLE)	22
FRANCHISEE EVALUATION FORM (SAMPLE)	23
PREPARING FOR LAUNCH OF THE FRANCHISE BUSINESS	25
SETTING UP A NEW BUSINESS ENTITY	27
REGISTERING YOUR BUSINESS	27
YOUR STATUS AS A FRANCHISEE	28
FRANCHISE BUSINESS NAME COMPLIANCE	28
APPROVED BUSINESS COLLATERAL FOR THE FRANCHISE	29
APPROVED FRANCHISE EMAIL	30
ESTABLISHING AN OFFICE	31
OFFICE UTILITIES	32
UTILIZING A DEDICATED BUSINESS PHONE LINE	33
REQUIRED EQUIPMENT, SOFTWARE, AND TECHNOLOGIES	34
APPROVED OR PREFERRED VENDORS	34
REQUIRED INSURANCE	35
LICENSES AND PERMITS	36
BANKING	37
ACH ROYALTY APPROVAL AGREEMENT (SAMPLE)	38
PERSONNEL	40
ESTABLISHING PERSONNEL POLICIES	40
JOB ROLES AND RESPONSIBILITIES	42
RECRUITING TEAM MEMBERS	43
STEPS FOR HIRING EMPLOYEES	44
HIRING INDEPENDENT CONTRACTORS	46
DEVELOPMENT OF A JOB POSTING	47
JOB AD (SAMPLE)	48
INTERVIEWING	51

STEPS FOR INTERVIEWING	53
CANDIDATE EVALUATION FORM (SAMPLE)	54
ORGANIZING PERSONNEL INFORMATION UPON HIRING	55
TEAM MEMBER APPEARANCE REQUIREMENTS	55
EMPLOYEE NON-DISCLOSURE AGREEMENT (SAMPLE)	56
BACKGROUND CHECKING	62
ESTABLISHING AND MANAGING PAYROLL	62
TEAM MEMBER INFORMATION SHEET (SAMPLE)	63
CONTRACTOR INFORMATION SHEET (SAMPLE)	65
AUTHORIZATION FOR DIRECT DEPOSIT (SAMPLE)	66
OFFER LETTER (SAMPLE)	67
LETTER OF REJECTION (SAMPLE)	68
ORIENTATION AND TRAINING	69
TRAINING AGENDA (SAMPLE)	70
EMPLOYEE PERFORMANCE REVIEW FORM (SAMPLE)	71
MANAGING A TEAM	72
HOSTING TEAM MEETINGS	72
SCHEDULING OF TEAM MEMBERS	73
STEPS TO PROGRESSIVE DISCIPLINE	74
EMPLOYEE STATEMENT OF WARNING (SAMPLE)	75
TEAM MEMBER DEVELOPMENT PLAN (SAMPLE)	76
ADDRESSING TERMINATION OR RESIGNATION	77
TERMINATION LETTER (SAMPLE)	78
EMPLOYEE RESIGNATION FORM (SAMPLE)	79
MANAGING FINANCIAL OPERATIONS	80
MANAGING ACCOUNTING	82
ACCOUNTING CHECKLISTS	83
BANKING	84
FRANCHISE SALES DATA REPORTING	84
FRANCHISEE ADMINISTRATIVE CHECKLIST	85
EMPLOYER IDENTIFICATION NUMBER (EIN)	86
IRS REQUIRED REPORTS	87
TAXES	87
MARKETING	88
UNDERSTANDING DIGITAL MARKETING	89
INTERNET MARKETING	89
UNDERSTANDING VARIOUS MARKETING OPTIONS	90
WORD OF MOUTH AND BUSINESS NETWORKING	90
TEMPORARY AND MOBILE SIGNAGE	90
RADIO & PODCASTS	90
YOUTUBE (OR SIMILAR)	91
DIRECT MAIL	91
TELEVISION & STREAMING NETWORKS	91
UNDERSTANDING USE OF SOCIAL MEDIA	92
FRANCHISE SOCIAL MEDIA GUIDELINES	93
RULES OF SOCIAL MEDIA ENGAGEMENT	94
GUIDELINES FOR USING EXIT FACTOR TRADEMARKS	96
MANAGING CUSTOMER FEEDBACK	97
PREPARING A GRAND OPENING (“LAUNCH”)	98
FRANCHISE MARKETING REQUIREMENTS	99
MANAGING FRANCHISE MARKETING ACTIVITY	99

OBTAINING APPROVAL FOR ADVERTISING	99
MARKETING ACTIVITY REPORT (SAMPLE)	100
REQUEST FOR ADVERTISING APPROVAL (SAMPLE)	101
UNDERSTANDING DAILY PROCEDURES	102
MANAGING DAILY PROCEDURES	102
UNDERSTANDING THE CULTURE OF EXIT FACTOR	103
OUR EXIT STRATEGIES	104
THE CLIENT ENGAGEMENT PROCESS	105

EXHIBIT D

**STATE ADMINISTRATORS AND
AGENTS FOR SERVICE OF PROCESS**

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

CALIFORNIA	<p><u>Registered Agent:</u> California Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013-1105 Telephone: (866) 275-2677</p> <p><u>State Administrator:</u> Department of Financial Protection and Innovation One Sansome Street, Suite 600 San Francisco, CA 94104-4428 Telephone: (866) 275-2677</p>
CONNECTICUT	<p>Banking Commissioner - Department of Banking Securities and Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 Telephone: (860) 240-8299</p>
FLORIDA	<p><u>Registered Agent:</u> Mark D. Nichols General Counsel 2121 Vista Parkway West Palm Beach, FL 33411</p> <p><u>State Administrator:</u> Department of Agriculture and Consumer Services Division of Consumer Services Mayo Building, Second Floor Tallahassee, FL 32399-0800</p>
HAWAII	<p>Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division 335 Merchant Street, Room 203 Honolulu, HI 96813 Telephone: (808) 586-2722</p>
ILLINOIS	<p>State of Illinois – Franchise Bureau Office of Attorney General 500 S. Second Street Springfield, IL 62706 Telephone: (217) 782-4465</p>

INDIANA	<p><u>Registered Agent:</u> Indiana Secretary of State 201 State House 200 W. Washington Street Indianapolis, IN 46204 Telephone: (317) 232-6531</p> <p><u>State Administrator:</u> Indiana Securities Division 302 W. Washington St., Rm. E-111 Indianapolis, IN 46204 Telephone: (317) 232-6681</p>
MARYLAND	<p><u>Registered Agent:</u> Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202</p> <p><u>State Administrator:</u> Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202</p>
MICHIGAN	<p>Michigan Attorney General’s Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 Telephone: (517) 373-7117</p>
MINNESOTA	<p>Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-3165 Telephone: (651) 539-1600</p>
NEW YORK	<p><u>Registered Agent:</u> New York Secretary of State 99 Washington Avenue Albany, NY 12231</p> <p><u>State Administrator:</u> New York State Department of Law Investor Protection Bureau 28 Liberty St., 21st Floor New York, NY 10005</p>

NORTH DAKOTA	North Dakota Securities Department Securities Commissioner 600 East Boulevard Avenue State Capitol, Fourteenth Floor Department 414 Bismarck, ND 58505-0510 Telephone: (701) 328-4712
RHODE ISLAND	State of Rhode Island Dept. of Business Regulation Securities Division 1511 Pontiac Avenue John O. Pastore Complex, Building 69-1 Cranston, RI 02910
SOUTH DAKOTA	South Dakota Department of Labor and Regulation Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, SD 57501 Telephone: (605) 773-3563
TEXAS	Secretary of State P.O. Box 12887 Austin, TX 78711
VIRGINIA	<u>Registered Agent:</u> Clerk of the State Corporation Commission 1300 E. Main Street, 1 ST Floor Richmond, VA 23219 Telephone: (804) 371-9733 <u>State Administrator:</u> State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9 th Floor Richmond, VA 23219 Telephone: (804) 371-9051
WASHINGTON	Department of Financial Institutions 150 Israel Rd SW Tumwater, WA 98501
WISCONSIN	Wisconsin Securities Commission 345 W. Washington Ave., Fourth Floor Madison, WI 53703 Telephone: (608) 266-1064

EXHIBIT E

GENERAL RELEASE AGREEMENT

GENERAL RELEASE AGREEMENT

THIS GENERAL RELEASE AGREEMENT (“Agreement”) is made between **EXIT FACTOR, LLC**, a Florida limited liability company (hereinafter referred to as the “Franchisor”) and _____ (hereinafter referred to as the “Franchisee”).

INTRODUCTION

The Franchisor and the Franchisee entered into a Franchise Agreement (the “original Franchise Agreement”) dated _____, pursuant to which the Franchisor granted the Franchisee an Exit Factor Business.

A. The parties desire to terminate the original Franchise Agreement on the terms and conditions set forth in this Agreement.

B. This Agreement has been supported by full and adequate consideration, receipt of which is hereby acknowledged by both the Franchisee and the Franchisor.

The parties agree as follows:

1. **Termination of Franchise Agreement.** The parties agree that, subject to Section 3 hereof, the original Franchise Agreement and all obligations of the Franchisee and Franchisor under or arising from the original Franchise Agreement are hereby terminated.

2. **Mutual General Releases.** Subject to Section 3 hereof, the Franchisee, for itself and its officers, directors, stockholders, agents, affiliates, employees, representatives, successors and assigns, does hereby release and forever discharge the Franchisor and its officers, directors, stockholders, agents, affiliates, employees, representatives, successors and assigns from all causes of action, suits, debts, covenants, agreements, damages, judgments, claims and demands whatsoever, in law or equity, which the Franchisee ever had, now has, or hereinafter can, shall or may have from the beginning of the world to the date of this Agreement, for, upon, or by reason of any matter, cause or thing whatsoever, including, without limitation, arising out of or in connection with, directly or indirectly, the original Franchise Agreement, the Franchisor’s offer, sale or negotiation of the Exit Factor franchise, the relationship of the parties arising therefrom, or the Franchisor’s conduct in obtaining and entering into agreements.

Subject to Section 3 hereof, the Franchisor, for itself and its officers, directors, stockholders, agents, affiliates, employees, representatives, successors and assigns, does hereby release and forever discharge the Franchisee and its officers, directors, stockholders, agents, affiliates, employees, representatives, successors and assigns from all causes of action, suits, debts, covenants, agreements, damages, judgments, claims and demands whatsoever, in law or equity, which the Franchisor ever had, now has, or hereinafter can, shall or may have from the beginning of the world to the date of this Agreement, for, upon, or by reason of any matter, cause or thing whatsoever, including, without limitation, arising out of or in connection with, directly or indirectly, the original Franchise Agreement.

3. **Post-Term Covenants; Special Stipulation.** The termination and release provided in this Agreement shall have no effect on those obligations of the Franchisee (and its owners and guarantors, if any) arising out of the original Franchise Agreement or any other agreement which otherwise expressly or by their nature survive the termination of the original Franchise Agreement, including, without limitation, obligations pertaining to the Franchisee’s indemnification obligations and nondisclosure of the Franchisor’s confidential information. In addition, all obligations of the parties, if any, in the original Franchise Agreement pertaining to mediation, litigation and arbitration of disputes and jurisdiction and venue for

dispute resolution, shall apply with equal force to the terms and conditions of this Agreement, as if set forth herein. Such obligations shall continue in full force and effect in accordance with their terms subsequent to termination of the original Franchise Agreement and until they are satisfied or by their nature expire. The Franchisee acknowledges and agrees it has no right, title or interest in and to the trademarks associated with Franchisor's franchise system, including, without limitation, "Exit Factor", and any colorable imitation thereof. The Franchisee represents it has returned (or turned over) all intellectual property associated with the Exit Factor Business and Franchisor's franchise system to Franchisor (or a Successor Franchisee, if applicable) which is acknowledged to belong to Franchisor including, but not limited to, all materials containing confidential information, operations manuals, customer lists, client engagement agreements and any materials with display the Exit Factor trademarks. Franchisee acknowledges and agrees it has no right, title or interest in and to the intellectual property associated with the Exit Factor Business or the franchise system and no right to retain copies or make further use of such intellectual property. The Franchisee represents it has returned (or turned over) all intellectual property associated with the Franchise Business and Franchisor's franchise system to Franchisor (or a Successor Franchisee, if applicable) which is acknowledged to belong exclusively to Franchisor including, but not limited to, all materials containing confidential information, operations manuals, customer lists, customer databases, customer records and any materials which display the trademarks associated with the Franchise system. Franchisee agrees to return and turn over to Franchisor all digital assets, including, but not limited to, all digitally-stored content (such as images, photos, videos and text files), whether stored locally at the business or accessible via the internet, the cloud, or another digital storage device (such as a USB drive or zip drive) or stored with a third-party digital-storage provider (such as OneDrive or Dropbox); and all user names and passwords for any and all email accounts, social networking websites (such as Facebook, Twitter, LinkedIn, Google+, YouTube, Pinterest, Instagram, Tumblr, Flickr, Reddit, Snapchat, and WhatsApp), blogs, review websites (such as Yelp or Angie's List), and any other online communities where the Franchise Business created or shared online content, or held itself out as speaking for or representing the Franchise Business. Franchisee acknowledges and agrees it has no right, title or interest in and to the intellectual property associated with the Franchise Business or the Franchise system and no right to retain copies, disclose or make further use of such intellectual property, except with regard to customer records for tax purposes.

4. **Confidentiality.** It is acknowledged by the Franchisee that the terms of this Agreement are in all respects confidential in nature, and that any disclosure or use of the same by the Franchisee may cause serious harm or damage to the Franchisor, and its owners and officers. Therefore, the Franchisee agrees, either directly or indirectly by agent, employee, or representative, not to disclose the termination, this Agreement or the information contained herein, either in whole or in part, to any third party, except as may be required by law.

5. **Non-Disparagement.** The parties agree that at no time will they make any derogatory statements about or otherwise disparage, defame, impugn or damage the reputation of integrity of the others, provided that nothing in this paragraph will preclude any party from providing truthful information in response to compulsory legal process. The parties further agree not to, and to use their best efforts to cause any of the parties' agents, employees or affiliates not to, disparage or otherwise speak or write negatively, directly or indirectly, of the parties' brands, systems, or any other service-marked or trademarked concept of the parties or the parties' affiliates, or which would subject such brands, systems or concepts to ridicule, scandal, reproach, scorn, or indignity or which would negatively impact the goodwill of the parties or their brands, systems or service-marked or trademarked concepts.

6. **Binding Effect.** All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, heirs, successors, and permitted assigns.

7. **Interpretation.** Each of the parties acknowledges that they have been or have had the

opportunity to have been represented by their own counsel throughout the negotiations and at the execution of this Agreement and all of the other documents executed incidental hereto, if any, and, therefore, the parties agree that none of the provisions of this Agreement or any of the other documents should be construed against any party more strictly than against the other.

8. **Entire Agreement.** This Agreement, including any Schedules attached hereto (which are considered a part of this Agreement), represent the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersede all other negotiations, understandings and representations if any made by and between the parties.

9. **Governing Law.** Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051 et seq.), this Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to principles of conflicts of laws.

10. **Washington Exception.** The General Release Agreement does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Confirmation of execution by telex or by telecopy facsimile signature page shall be binding upon any party so confirming or telecopying.

12. **Effectiveness of Agreement.** This Agreement shall not be effective until it has been signed by the Franchisee and an authorized officer of the Franchisor and delivered fully executed to the Franchisee and the Franchisor.

THE UNDERSIGNED have read, fully understand, and, by executing below, agree to the terms and conditions of this Agreement.

Exit Factor, LLC

By: _____
Print Name/Title: _____
Date: _____

Franchisee

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

SCHEDULE A TO GENERAL RELEASE AGREEMENT

ADDITIONAL TERMS AND CONDITIONS FOR TRANSFER AND ASSUMPTION OF FRANCHISE

The Franchisee desires to transfer its rights to operate its Exit Factor franchise operated under the original Franchise Agreement (the "Exit Factor Business") to a successor franchisee, _____ ("Successor Franchisee"). The Successor Franchisee desires to continue operating such Exit Factor Business pursuant to a Successor Franchise Agreement with Franchisor. The terms and conditions of this Schedule "A" supplement the terms and conditions of the foregoing General Release Agreement of which this Schedule forms a part.

The parties agree that the foregoing recitals are true and correct, and for good and valuable consideration, the receipt of which is acknowledged by each of the parties, the parties agree as follows:

1. **Transfer.** Effective as of the date of this Agreement, the Franchisee does hereby bargain, sell, assign, convey, and transfer all of Franchisee's rights to the Successor Franchisee to operate the Exit Factor Business, pursuant to the Successor Franchise Agreement and any related written agreements between the Successor Franchisee and Franchisor. Subject to the terms of such Successor Franchise Agreement and related written agreements with Franchisor, the Successor Franchisee hereby accepts and assumes the rights and obligations of the Franchisee to operate the Exit Factor Business. If for any reason the sale of Franchisee's business to Successor Franchisee is not completed, the General Release Agreement will be deemed null and void and Franchisee shall continue to operate the Exit Factor Business under the terms of the original Franchise Agreement. Unless otherwise provided in a written agreement between Franchisee and Successor Franchisee, Franchisee, during the period from the date hereof to the final closing date of the sale of the Exit Factor Business to the Successor Franchisee, shall operate the Exit Factor Business for his/her own account.

2. **Successor Agreements and Payments.** The Successor Franchisee is hereby delivering to Franchisor its duly signed Successor Franchise Agreement and any related agreements that may be required as a result of this transaction under the original Franchise Agreements. The Successor Franchise Agreement means the current standard form of Franchise Agreement required by the Franchisor, subject to any modifications consented to in writing by Franchisor. The Successor Franchisee is also hereby delivering to Franchisor a transfer fee in the amount of \$19,500. No initial franchise fee shall be due under the Successor Franchise Agreement from the Successor Franchisee.

3. **Consents, Subordination and Acknowledgments.** The Franchisor consents to the transfer to and assumption by the Successor Franchisee in accordance with this Agreement. Such consent does not constitute approval of, or agreement with, any of the provisions of any agreement (other than this Agreement) between the Franchisee and Successor Franchisee. The Franchisee and Successor Franchisee specifically acknowledge that the Franchisor is not a party to any such agreements. The Franchisee agrees that its rights, pursuant to any agreements with the Successor Franchisee, are subject to and subordinate in all respects to Franchisor's rights under the Successor Franchise Agreement and all related agreements, if any, between the Franchisor and Successor Franchisee, including all renewals, modifications, and extensions, if any, to such agreements. The Successor Franchisee agrees that its rights concerning the Franchisor exist pursuant only to the written agreements entered between the Franchisor and Successor Franchisee, and in the event of any conflict with the terms of this Agreement, except regarding the waiver of the payment of an initial franchise fee, the terms of such other agreements shall control. The Successor Franchisee acknowledges that it has received and reviewed the General Release Agreement of which this Schedule "A" forms a part. The Successor Franchisee further acknowledges that, except as expressly provided in this Agreement, Franchisor has no liability with respect to, related to, or arising out of, any transaction between the Franchisee and Successor Franchisee, and releases, indemnifies and holds the Franchisor harmless from same.

Exit Factor, LLC

By: _____
Print Name/Title: _____
Date: _____

Franchisee

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

Successor Franchisee

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

EXHIBIT F

LIST OF FRANCHISEES

EXIT FACTOR, LLC
LIST OF FRANCHISEES AS OF DECEMBER 31, 2023

None.

EXIT FACTOR, LLC
FRANCHISEES WHO HAVE SIGNED A FRANCHISE AGREEMENT BUT HAVE NOT OPENED
AS OF DECEMBER 31, 2023

Name(s)	Units	Address	City	State	Zip	Phone
Garrick Foy	4	To be determined.	Flagstaff	AZ	-	(801) 380-5754
Theodore Martinez	1	To be determined.	Northwest	ID	-	(208) 830-3333
Scott Proposki	1	To be determined.	Haverhill	MA	-	(617) 500-3109
Gary Jones	2	To be determined.	Houston	TX	77070	(832) 588-4344
Garrick Foy	1	To be determined.	St. George	UT	-	(801) 380-5754
Arthur Warsoff and Diane Warsoff	1	To be determined.	Utah County	UT	-	(385) 342-3692

EXHIBIT G

LIST OF FORMER FRANCHISEES

EXIT FACTOR, LLC
LIST OF TERMINATED, CANCELLED, NOT RENEWED OR CEASED TO DO BUSINESS FRANCHISEES
AS OF DECEMBER 31, 2023

None.

EXHIBIT H
DEPOSIT RECEIPT



EXIT FACTOR

DEPOSIT RECEIPT

By this receipt, **Exit Factor, LLC** acknowledges that it has received a fully refundable deposit of **\$9,500.00** from:

Name: _____

Address: _____

together with an application for an **EXIT FACTOR** Franchise Business.

We've reviewed your application within our offices and would be pleased to move forward.

The deposit you paid will, at the time of signing your Franchise Agreement, be credited to the remainder of the franchise fee. In the event that you decide not to accept the Franchise Agreement for any reason, your deposit will be fully refunded. In the event that you do not sign a Franchise Agreement and you do not ask for a refund within three (3) years from the date you execute this Deposit Letter Receipt, your deposit shall become non-refundable.

Thank you for your sincere interest in purchasing an **EXIT FACTOR** Franchise Business. Please note, when you present a check as payment, you authorize us to deposit your check, make a one-time electronic fund transfer (EFT), or a substitute check, in which case funds may be withdrawn from your account on the same day payment is made and you will not receive a cancelled check back from your financial institution.

Sincerely,

EXIT FACTOR, LLC

By: _____

EXIT FACTOR CANDIDATE

Signature

Date

Print Name: _____

EXHIBIT I

COMPLIANCE CERTIFICATION

COMPLIANCE CERTIFICATION

You are preparing to enter into a Franchise Agreement for the establishment and operation of an Exit Factor Franchise Business. The purpose of this Compliance Certification is to determine whether any statements or promises were made to you that Exit Factor, LLC (the “Franchisor”) has not authorized and that may be untrue, inaccurate, or misleading.

A. The following dates are true and correct:

(Date)	(Initials)	The date on which I first received the Franchisor’s Franchise Disclosure Document about the Exit Factor business.
(Date)	(Initials)	The date of my first face-to-face meeting with a Franchise sales representative of the Franchisor to discuss the possible purchase of a Franchise.
(Date)	(Initials)	The date on which I signed the contracts and agreements as disclosed in my Franchise Disclosure Document.
(Date)	(Initials)	The earliest date on which I delivered cash, check, or other consideration to the Franchisor in connection with the purchase of an Exit Factor Franchise.

B. Please review each of the following questions carefully and provide honest and complete responses to each question:

1. Have you personally reviewed the Franchise Agreement and the Exit Factor Disclosure Document? Yes ____ No ____
2. Do you understand all of the information contained in the Franchise Agreement and the Disclosure Document? Yes ____ No ____

If “No”, what parts of the Franchise Agreement and/or the Disclosure Document do you not understand? (Attach additional pages, if necessary)

3. Have you discussed the benefits and risks of establishing and operating an Exit Factor Franchise Business with an attorney, accountant, or other professional advisor? Yes ____ No ____
4. Do you understand that the success or failure of your Exit Factor Business will depend in large part upon your skills and abilities, competition from other agencies, interest rates, inflation and other economic and business factors? Yes ____ No ____
5. Has any employee speaking on behalf of the Franchisor made any statement or promise concerning the revenues, profits, or operating costs of an Exit Factor Business operated by the Franchisor, its affiliates or its franchisees that is contrary to, or different from, the information contained in the Franchise Disclosure Document? Yes ____ No ____

6. Has any employee speaking on behalf of the Franchisor made any statement or promise regarding the total amount of revenue you might achieve or operating profit you might realize from an Exit Factor Business? Yes ____ No ____
7. Has any employee speaking on behalf of the Franchisor made any statement or promise regarding the costs you may incur in operating an Exit Factor Business that is contrary to or different from the information contained in the Disclosure Document? Yes ____ No ____
8. Has any employee speaking on behalf of the Franchisor made any statement, promise, or agreement concerning the advertising, marketing, training, support service, or assistance that the Franchisor will furnish to you that is contrary to, or different from, the information contained in the Disclosure Document? Yes ____ No ____
9. Do you understand that your initial franchise fee is nonrefundable upon entering into a Franchise Agreement? Yes ____ No ____

C. If you have answered “Yes” to any one of questions B. 5-8, or “No” to question B. 9 please provide a full explanation of each “Yes” answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below) If you have answered “No” to each of questions B. 5-8 and “Yes” to question B.9, please leave the following lines blank.

Please understand that your responses to these questions are important to us and that we will rely on them. By signing this Compliance Certification, you are representing that you have responded truthfully to the above questions.

Franchise Applicant

Signature: _____
 Print Name: _____
 Date: _____

Approved By

By: _____
 Analyst: _____
 Date: _____

Signature: _____
 Print Name: _____
 Date: _____

Corporate Name (If Applicable):

By: _____
 Print Name/Title: _____
 Date: _____

EXHIBIT J

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT (this “Agreement”) made as of the ____ day of _____, 20____, (“Effective Date”) is by and between _____, (“FRANCHISEE”) d/b/a an Exit Factor franchise (the “Exit Factor Franchise”), Exit Factor, LLC, a Florida limited liability company (“COMPANY”) and _____ a resident of the State of _____, (“INDIVIDUAL”) (collectively, the “Parties”).

WITNESSETH:

WHEREAS, FRANCHISEE is a party to that certain franchise agreement dated _____ (the “Franchise Agreement”) by and between FRANCHISEE and COMPANY; and

WHEREAS, FRANCHISEE desires INDIVIDUAL to have access to and review certain Trade Secrets and other Confidential Information, which are more particularly described below; and

WHEREAS, FRANCHISEE is required by the Franchise Agreement to have INDIVIDUAL execute this Agreement prior to providing INDIVIDUAL access to said Trade Secrets and other Confidential Information; and

WHEREAS, INDIVIDUAL understands the necessity of not disclosing any such information to any other party in which Trade Secrets and other Confidential Information (as defined below) could be used to the disadvantage of FRANCHISEE, or COMPANY, any affiliate of COMPANY or COMPANY’s other franchisees.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and intending to be legally bound hereby, the Parties hereby mutually agree as follows:

1. Trade Secrets and Confidential Information

INDIVIDUAL acknowledges and understands FRANCHISEE possesses and will possess Trade Secrets and other Confidential Information that are important to its business.

a) For the purposes of this Agreement, a “Trade Secret” is information in any form (including, but not limited to, materials and techniques, technical or nontechnical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, passwords and lists of actual or potential customers or suppliers) related to or used in the development and/or operation of Exit Factor franchises that is not commonly known by or available to the public and that information: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

b) For the purposes of this Agreement, “Confidential Information” means technical and nontechnical information used in or related to the development and/or operation of Exit Factor franchises that is not commonly known by or available to the public, including, without limitation, Trade Secrets and information contained in the operating manual and training guides and materials. In addition, any other information identified as confidential when delivered by FRANCHISEE shall be deemed Confidential Information. Confidential Information shall not include, however, any information that: (i) is now or subsequently becomes generally available to the public through no fault of INDIVIDUAL; (ii) INDIVIDUAL can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior

to disclosure by FRANCHISEE pursuant to this Agreement; (iii) is independently developed without the use of any Confidential Information; or (iv) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information.

c) Any information expressly designated by COMPANY or FRANCHISEE as “Trade Secrets” or “Confidential Information” shall be deemed such for all purposes of this Agreement, but the absence of designation shall not relieve INDIVIDUAL of his or her obligations hereunder in respect of information otherwise constituting Trade Secrets or Confidential Information. INDIVIDUAL understands FRANCHISEE’s providing of access to the Trade Secrets and other Confidential Information creates a relationship of confidence and trust between INDIVIDUAL and FRANCHISEE with respect to the Trade Secrets and other Confidential Information.

2. Confidentiality/Nondisclosure

a) INDIVIDUAL shall not communicate or divulge to (or use for the benefit of) any other person, firm, association, or corporation, with the sole exception of FRANCHISEE, now or at any time in the future, any Trade Secrets or other Confidential Information. At all times from the date of this Agreement, INDIVIDUAL must take all steps reasonably necessary and/or requested by COMPANY and FRANCHISEE to ensure that the Confidential Information and Trade Secrets are kept confidential pursuant to the terms of this Agreement. INDIVIDUAL must comply with all applicable policies, procedures and practices that COMPANY and FRANCHISEE have established and may establish from time to time with regard to the Confidential Information and Trade Secrets.

b) INDIVIDUAL’s obligations under paragraph 2(a) of this Agreement shall continue in effect after termination or expiration of INDIVIDUAL’s relationship with FRANCHISEE, regardless of the reason or reasons for termination or expiration, and whether such termination or expiration is voluntary or involuntary, and FRANCHISEE and/or COMPANY are entitled to communicate INDIVIDUAL’s obligations under this Agreement to any future customer or employer to the extent deemed necessary by FRANCHISEE and/or COMPANY for protection of their rights hereunder and regardless of whether INDIVIDUAL or any of its affiliates or assigns becomes an investor, partner, joint venturer, broker, distributor or the like in an Exit Factor business.

3. Reasonableness of Restrictions

INDIVIDUAL acknowledges that each of the terms set forth herein, including the restrictive covenants, is fair and reasonable and is reasonably required for the protection of FRANCHISEE, COMPANY, and COMPANY’s Trade Secrets and other Confidential Information, the COMPANY’s business system, network of franchises and trade and service marks, and INDIVIDUAL waives any right to challenge these restrictions as being overly broad, unreasonable or otherwise unenforceable. If, however, a court of competent jurisdiction determines that any such restriction is unreasonable or unenforceable, then INDIVIDUAL shall submit to the reduction of any such activity, time period or geographic restriction necessary to enable the court to enforce such restrictions to the fullest extent permitted under applicable law. It is the desire and intent of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in any jurisdiction where enforcement is sought.

4. Relief for Breaches of Confidentiality

a) INDIVIDUAL further acknowledges that an actual or threatened violation of the covenants contained in this Agreement will cause FRANCHISEE and COMPANY immediate and irreparable harm, damage and injury that cannot be fully compensated for by an award of damages or other remedies at law.

Accordingly, FRANCHISEE and COMPANY shall be entitled, as a matter of right, to an injunction from any court of competent jurisdiction restraining any further violation by INDIVIDUAL of this Agreement without any requirement to show any actual damage or to post any bond or other security. Such right to an injunction shall be cumulative and in addition to, and not in limitation of, any other rights and remedies that FRANCHISEE and COMPANY may have at law or in equity.

b) In addition, in the event of a violation of the covenants contained in the Agreement, the Parties agree that damages for such violations would be difficult to quantify. Due to the difficulty in the quantification of resulting damages, the Parties agree that COMPANY would be entitled to liquidated damages in the amount of \$85,500 per event of violation.

5. Miscellaneous

a) This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes any prior agreements, negotiations and discussions between INDIVIDUAL, COMPANY and FRANCHISEE with respect to the subject matter hereof. This Agreement cannot be altered or amended except by an agreement in writing signed by the duly authorized representatives of the Parties.

b) Except to the extent this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 or other federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without reference to its conflict of laws principles). References to any law refer also to any successor laws and to any published regulations for such law as in effect at the relevant time. References to a governmental agency also refer to any regulatory body that succeeds the function of such agency.

c) ANY ACTION BROUGHT BY ANY OF THE PARTIES, SHALL ONLY BE BROUGHT IN THE APPROPRIATE STATE COURT LOCATED IN OR SERVING PALM BEACH COUNTY, FLORIDA. THE PARTIES WAIVE ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSES OF CARRYING OUT THIS PROVISION. CLAIMS FOR INJUNCTIVE RELIEF MAY ALSO BE BROUGHT BY COMPANY OR FRANCHISEE WHERE FRANCHISEE IS LOCATED. THIS EXCLUSIVE CHOICE OF JURISDICTION AND VENUE PROVISION SHALL NOT RESTRICT THE ABILITY OF THE PARTIES TO CONFIRM OR ENFORCE JUDGMENTS OR AWARDS IN ANY APPROPRIATE JURISDICTION.

d) INDIVIDUAL agrees if any legal proceedings are brought for the enforcement of this Agreement, in addition to any other relief to which the successful or prevailing party may be entitled, the successful or prevailing party shall be entitled to recover attorneys' fees, investigative fees, administrative fees billed by such party's attorneys, court costs and all expenses, including, without limitation, all fees, taxes, costs and expenses incident to appellate, and post-judgment proceedings incurred by the successful or prevailing party in that action or proceeding.

e) This Agreement shall be effective as of the Effective Date and shall be binding upon the successors and assigns of INDIVIDUAL and shall inure to the benefit of FRANCHISEE and COMPANY and their subsidiaries, successors and assigns.

f) The failure of any Party to insist upon performance in any one (1) or more instances upon performance of any terms and conditions of this Agreement shall not be construed a waiver of future performance of any such term, covenant or condition of this Agreement and the obligations of the other Parties with respect thereto shall continue in full force and effect.

g) The paragraph headings in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.

h) In the event that any part of this Agreement shall be held to be unenforceable or invalid, the remaining parts hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof.

i) This Agreement may be modified or amended only by a written instrument duly executed by INDIVIDUAL, FRANCHISEE and COMPANY.

j) The existence of any claim or cause of action INDIVIDUAL might have against FRANCHISEE or COMPANY will not constitute a defense to the enforcement by FRANCHISEE or COMPANY of this Agreement.

k) Except as otherwise expressly provided in this Agreement, no remedy conferred upon FRANCHISEE or COMPANY pursuant to this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given pursuant to this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy pursuant to this Agreement shall preclude any other or further exercise thereof.

INDIVIDUAL CERTIFIES THAT HE OR SHE HAS READ THIS AGREEMENT CAREFULLY, AND UNDERSTANDS AND ACCEPTS THE OBLIGATIONS THAT IT IMPOSES WITHOUT RESERVATION.

THE PARTIES ACKNOWLEDGE THAT THE COMPANY SHALL BE ENTITLED TO ENFORCE THIS AGREEMENT WITHOUT THE COOPERATION OF THE FRANCHISEE. INDIVIDUAL AND FRANCHISEE AGREE THAT THIS AGREEMENT CANNOT BE MODIFIED OR AMENDED WITHOUT THE WRITTEN CONSENT OF THE COMPANY.

Signature page follows.

IN WITNESS WHEREOF, FRANCHISEE and COMPANY have hereunto caused this Agreement to be executed by its duly authorized officer, and INDIVIDUAL has executed this Agreement, all being done in triplicate originals with one (1) original being delivered to each Party.

WITNESS:

FRANCHISEE:

Signature: _____

Print Name: _____

Date: _____

WITNESS:

INDIVIDUAL:

Signature: _____

Print Name: _____

Date: _____

WITNESS:

COMPANY:

By: _____

Its: _____

EXHIBIT K

STATE ADDENDA TO DISCLOSURE DOCUMENT

STATE ADDENDA TO DISCLOSURE DOCUMENT

STATE OF CALIFORNIA

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.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE, AND NOT MISLEADING.

THE FRANCHISOR'S WEBSITE IS WWW.EXITFACTOR.COM. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT WWW.DFPL.CA.GOV.

In addition to the information required by Item 3.C., neither the franchisor nor any person or franchise broker in Item 2 of the UFDD is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or nonrenewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

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.).

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.

The franchise agreement requires application of the laws of the State of Florida. This provision may not be enforceable under California law.

Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise. 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).

Both the Governing Law and Choice of Law for Franchisees operating outlets located in California, will be the California Franchise Investment law and the California Franchise Relations Act regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the franchise agreement or amendment to or any agreement to the contrary is superseded by this condition

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

STATE OF CONNECTICUT

If the seller fails to deliver the products, equipment or supplies or fails to render the services 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.

STATE OF HAWAII

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

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

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

STATE OF ILLINOIS

1. Illinois law governs the Franchise Agreement.
2. In conformance with Section 4 of the Illinois Franchise Disclosure Act any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, arbitration may take place outside of Illinois.
3. Franchisees' rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
4. In conformance with Section 41 of the Illinois Franchise Disclosure Act any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

STATE OF MARYLAND

Item 17 (f) of the Disclosure Document is amended by adding the following language:

“Termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law. (11USC Section 101 et seq)”

Item 17 (m) of the Disclosure Document is amended by adding the following language:

“A general release required as a condition of renewal, sale or transfer shall not apply to liability under the Maryland Franchise Registration and Disclosure Law.”

Item 17 (v) of the Disclosure Document is amended by adding the following language:

“Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.”

Item 17 (v) of the Disclosure Document is amended by adding the following language:

“A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.”

STATE OF MINNESOTA

Item 17 (f) of the Disclosure Document is amended by adding the following language:

“Minn. Stat. Sec 80C.14 Subds. 3, 4, and 5 require except in certain cases that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days for nonrenewal of the franchise agreement, and that consent to the transfer of the franchise will not be unreasonably withheld.”

Item 17 (v) of the Disclosure Document is amended in its entirety to read as follows:

“Minn. Stat. Sec 80C.21 and Minn. Rule 2860.440J prohibit us from requiring litigation to be conducted outside of Minnesota.”

Item 13 of the Disclosure Document is amended by adding the following language:

“To the extent required by the Minnesota Franchises Act, we will protect your rights to use the trademarks, service marks, trade names, logo types, or other commercial symbols related to the trademarks or indemnify you from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the trademarks.”

Minnesota Rule 2860.4400(D) prohibits us from requiring you to assent to a release, assignment, novation or waiver that would relieve any person from liability under Minnesota Statutes 80C.01 through 80C.22.

No statement, questionnaire, or acknowledgement 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 with the franchise.

STATE OF NEW YORK

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 D OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT, HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.”

Item 3 of the Disclosure Document is amended by adding the following language:

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

- A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, violation of franchise, antitrust or securities law; fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable civil or misdemeanor allegations.
- B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.
- C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten year period immediately preceding the application for registration has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.
- D. No such person or entity is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under 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 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.”

Item 4 of the Disclosure Document is amended by adding the following language:

“Except as disclosed above, neither the Franchisor nor its affiliate, its predecessors, officers, or general partner during the 10 year period immediately before the date of the offering circular: (a) filed as a debtor (or had filed against it) a petition to start an action under the United States Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within one year after that officer or general partner of the franchisor held this position in the company or partnership.”

Item 5 of the Disclosure Document is amended by adding the following language:

“The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.”

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

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

The following language replaces the “Summary” section of Item 17(d), titled “Termination by franchisee”:

“You may terminate the franchise agreement on any grounds available by law.”

The following is added to the end of the “Summary” section of Item 17(j), titled “Assignment of contract by franchisor”:

“However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor is willing and financially able to assume the franchisor’s obligations under the franchise agreement.”

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

STATE OF NORTH CAROLINA

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.

STATE OF NORTH DAKOTA

Item 17 of the Disclosure Document is amended by the addition of the following language to the original language that appears therein:

“The Commissioner has determined that franchise agreements which require the franchisee to sign a general release upon renewal of the franchise agreement are unfair, unjust, or inequitable within the intent of Section 511909 of the North Dakota Franchise Investment Law.

Covenants not to compete upon termination or expiration of a franchise agreement are generally considered unenforceable in the State of North Dakota.

The Commissioner has determined that franchise agreements which provide that parties agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business are unfair, unjust, or inequitable within the intent of Section 511909 of the North Dakota Franchise Investment Law.

Section 511909 of the North Dakota Franchise Investment provides that a provision in a franchise agreement that requires jurisdiction or venue shall be in a forum outside of North Dakota is void with respect to any cause of action which is otherwise enforceable in North Dakota."

Item 17(w) of the Disclosure Document entitled "CHOICE OF LAW" is amended to read as follows:

"North Dakota Law"

STATE OF RHODE ISLAND

A provision in an Offering Circular restricting jurisdiction or venue to a forum outside of the State of Rhode Island, or requiring the application of the laws of another state, is void with respect to a claim otherwise enforceable under this Act." (Section 1928.114 of the Rhode Island Franchise Investment Act.)

STATE OF WASHINGTON

The following replaces the language in the "Summary" column of Item 17(d), titled "Termination by franchisee":

"You may terminate the franchise agreement under any grounds permitted by law."

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.

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EXHIBIT L

STATE EFFECTIVE DATES

STATE EFFECTIVE DATES

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

This Franchise Disclosure Document is registered, on file, or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

State	Effective Date
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

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

EXHIBIT M

DISCLOSURE DOCUMENT RECEIPTS

DISCLOSURE DOCUMENT RECEIPT

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

If **EXIT FACTOR, LLC** offers you a **EXIT FACTOR** franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale or sooner if required by applicable state law.

New York and Rhode Island Laws require that Exit Factor, LLC provide you with this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan and Oregon require that Exit Factor, LLC give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Exit Factor, LLC does not deliver this disclosure document on time, or if it contains a false or misleading statement, or material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, or to your state agency listed in Exhibit D.

The Franchisor is Exit Factor, LLC, a Florida Limited Liability Company, located at 2121 Vista Parkway, West Palm Beach, FL 33411. Its telephone number is (888) 816-6749.

Issuance Date: April 18, 2024

Franchise Seller: Jessica Fialkovich, President, and/or your Sales Agent(s) listed below, Exit Factor, LLC, 2121 Vista Parkway, West Palm Beach, FL 33411, (888) 816-6749.

EXIT FACTOR, LLC authorizes the respective state agencies identified in Exhibit D to receive service of process for it in the particular state. EXIT FACTOR, LLC further authorizes legal process to be served to Mark D. Nichols, General Counsel, 2121 Vista Parkway, West Palm Beach, FL 33411.

I received a Disclosure Document issued April 18, 2024 that included the following Exhibits:

- | | |
|---|--|
| A. Franchise Agreement and Applicable Addenda | H. Deposit Receipt |
| B. Financial Statements | I. Compliance Certification |
| C. Table of Contents for Operating Manual | J. Confidentiality and Nondisclosure Agreement |
| D. State Administrators and Agents for Service of Process | K. State Addenda to Disclosure Document |
| E. General Release Agreement | L. State Effective Dates |
| F. List of Franchisees | M. Disclosure Document Receipts |
| G. List of Former Franchisees | |

DATE: _____
(Do not leave blank)

Print Sales Agent(s) Name(s)

Prospective Franchisee **Signature**

Prospective Franchisee **Printed Name**

Prospective Franchisee **Signature**

Prospective Franchisee **Printed Name**

Corporate Name: (if applicable)

By: _____
Authorized Corporate Officer **Signature**

Printed Corporate Officer Name / Title

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| G. List of Former Franchisees | |

DATE: _____
(Do not leave blank)

Print Sales Agent(s) Name(s)

Prospective Franchisee **Signature**

Prospective Franchisee **Printed Name**

Prospective Franchisee **Signature**

Prospective Franchisee **Printed Name**

Corporate Name: (if applicable)

By: _____
Authorized Corporate Officer **Signature**

Printed Corporate Officer Name / Title