

FRANCHISE DISCLOSURE DOCUMENT



As a Mathnasium franchisee you will operate a learning center that provides math instruction using the Mathnasium system of learning. Children typically attend Mathnasium Centers 2 or more times per week for approximately 60 minutes.

The total investment necessary to begin operation of your first Mathnasium franchise ranges from ~~\$112,936~~113,016 to ~~\$149,616~~150,096. This includes ~~\$49,186~~51,266 to ~~\$52,116~~52,596 that must be paid to the franchisor or its affiliate. The total investment necessary to begin operation of each additional franchise ranges from ~~\$90,436~~90,516 to ~~\$127,116~~127,596. This includes ~~\$26,686~~28,766 to ~~\$29,616~~30,096 for each additional franchise that must be paid to the franchisor or its affiliate. If you enter into a Development Agreement, the total investment necessary to begin operation of one new Center and to have rights to develop between a total of 2 and 6 Centers ranges from ~~\$188,436~~188,516 to ~~\$248,616~~249,096. This includes ~~\$75,686~~77,766 to ~~\$102,116~~102,596 that must be paid to the franchisor or its affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact your Franchise Development Representative at 5120 West Goldleaf Circle, Suite 400, Los Angeles, California 90056 and (877) 763-2604.

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

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

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

| Issuance Date: April 30, 2025, [as amended December 12, 2025](#)

Competition

Mathnasium's services are generally marketed to parents of children. The supplemental educational market is developed and competitive. Your competitors include educational services offered on the Internet, tutoring institutes, tutoring centers, learning centers, test prep centers, cram schools, individual tutors, self-tutoring programs, other Mathnasium Centers, and other individuals, companies, and organizations.

Laws, Rules and Regulations

Certain states may require specific certification or licenses in connection with your instructional duties as a franchisee. Most states will require a background check of all instructors in order for them to work with children. Furthermore, your Center may be considered a school or daycare under some state or local laws or zoning codes. Classification of your Center as a school or daycare may entail additional requirements such as licenses to operate, separate bathrooms for boys and girls, water fountains, special exit doors equipped with panic bars, fire safety improvements, and accommodations for disabled persons. You should consult with your attorney concerning any special requirements that may apply to you or your Center. You must comply with all applicable laws and regulations in addition to our requirements.

ITEM 2: BUSINESS EXPERIENCE

Each of the individuals disclosed in this Item are located in our headquarters in Los Angeles, California.

Chief Executive Officer of Mathnasium and MCL: Tyler Sgro

Mr. Sgro has served as our Chief Executive Officer since our formation in July 2024. He has also served as Chief Executive Officer of MCL since July 2024. Mr. Sgro served as Chief Operating Officer of MCL from January 2023 to July 2024. Prior to joining MCL, Mr. Sgro was Vice President, Transformation at iFit in Logan, Utah from November 2021 through December 2022; Chief Revenue Officer and Chief Digital Officer for Running Specialty Group in Denver, Colorado from October 2020 through November 2021; in between positions from January 2020 to September 2020; and Vice President of Pattern Brands in New York, New York from February 2019 through December 2019.

Secretary of Mathnasium and General Counsel of MCL: Tracy Cramer

Ms. Cramer has served as our Secretary since our formation in July 2024. In addition, Ms. Cramer has served as General Counsel for MCL since August 2023. From March 2023 to August 2023, Ms. Cramer served as interim General Counsel of MCL. From January 2023 to March 2023, Ms. Cramer was between positions. Ms. Cramer was previously General Counsel, Senior Vice President of Operations, and Secretary of MCL from September 2019 to January 2023.

Treasurer of Mathnasium and ~~Vice President of~~ Accounting ~~and Finance and Treasurer~~ Officer of MCL: Terrence Gardiner

Mr. Gardiner has served as our Treasurer since our formation in July 2024. ~~In addition~~ He has also served as MCL's Chief Accounting Officer since December 2025. From April 2012 to December 2025, Mr. Gardiner ~~joined~~ was Controller of MCL ~~in April 2012 when he was named Controller~~. He was ~~named~~ also Vice President of Accounting and Finance of MCL ~~in from~~ January 2021. ~~Mr. Gardiner was appointed as~~ to December 2025 and Treasurer of MCL ~~in from~~ November 2021 to December 2025.

Chief ~~Development~~ Financial Officer of MCL: Kevin Shen

Mr. Shen ~~joined MCL in~~ has served as Chief Financial Officer of MCL since December 2025. From November 2022 ~~when he to~~ December 2025, Mr. Shen was ~~named~~ Chief Development Officer of MCL. Prior to joining MCL, Mr. Shen served in the following roles with Jackson Hewitt in Jersey City,

New Jersey: Vice President, Real Estate Development and Franchise Sales from November 2020 to October 2022; and Vice President, Real Estate Development from April 2019 to October 2020.

Chief Marketing Officer of MCL: Michael Stanfield

Mr. Stanfield joined MCL in September 2022 when he was named Chief Marketing Officer. Prior to joining MCL, Mr. Stanfield was Vice President of Marketing at Starkey Hearing Technologies in Eden Prairie, Minnesota from February 2022 to August 2022 and President of Stanfield Consulting, LLC in Minneapolis, Minnesota from December 2019 to February 2022.

Chief Technology Officer of MCL: Jason Condello

Mr. Condello joined MCL in December 2015 when he was named Vice President of Technology. In July 2022, Mr. Condello was named Chief Technology Officer of MCL.

Chief Franchise Operations Officer of MCL: Kristin Goedke

Ms. Goedke joined MCL in January 2024 when she was named Senior Vice President of Franchise Operations. She was named Chief Franchise Operations Officer of MCL in March 2025. Prior to joining MCL, Ms. Goedke was Vice President of North America Development at Papa John's International, Inc. in Atlanta, Georgia from May 2022 to January 2024; Senior Director Strategic Market Planning at Papa John's International, Inc. in Atlanta, Georgia from September 2020 to May 2022; and Director of Real Estate Analytics at Aspen Dental Management, Inc. in Chicago, Illinois from July 2018 to September 2020.

Senior Vice President, Business Operations of MCL: Mary Benman

Ms. Benman was named Senior Vice President, Business Operations of MCL in December 2025. She previously served as Chief of Staff of MCL from October 2024 to December 2025. Prior to joining MCL, Ms. Benman was an Associate at McKinsey & Company in Los Angeles, California from September 2023 to October 2024 and in Mexico City, Mexico from August 2022 to September 2023. Before that, she was an Associate Intern at McKinsey & Company in Mexico City, Mexico from June 2021 to August 2021. From July 2020 to May 2022, she was an MBA Candidate at Cornell Johnson Graduate School of Management in Ithaca, New York.

ITEM 3: LITIGATION

Disclosures Regarding Affiliated Programs

The following affiliates who offer franchises resolved actions brought against them with settlements that involved their becoming subject to currently effective injunctive or restrictive orders or decrees. None of these actions have any impact on us or our brand nor allege any unlawful conduct by us.

The People of the State of California v. Arby's Restaurant Group, Inc. (California Superior Court, Los Angeles County, Case No. 19STCV09397, filed March 19, 2019). On March 11, 2019, our affiliate, Arby's Restaurant Group, Inc. ("**ARG**"), entered into a settlement agreement with the states of California, Illinois, Iowa, Maryland, Massachusetts, Minnesota, New Jersey, New York, North Carolina, Oregon and Pennsylvania. The Attorneys General in these states sought information from ARG on its use of franchise agreement provisions prohibiting the franchisor and franchisees from soliciting or employing each other's employees. The states alleged that the use of these provisions violated the states' antitrust, unfair competition, unfair or deceptive acts or practices, consumer protection and other state laws. ARG expressly denies these conclusions but decided to enter into the settlement agreement to avoid litigation with the states. Under the settlement agreement, ARG paid no money but agreed (a) to remove the disputed provision from its franchise agreements (which it had already done); (b) not to enforce the disputed provision in existing agreements or to intervene in any action by the Attorneys General if a franchisee seeks to enforce the provision; (c) to seek

conclusion of the initial training program, we will return the initial franchise fee to you, less the costs we have incurred in marketing, awarding, and processing your franchise and in providing training to you.

You must pay us our then-current technology fee (currently, ~~\$186,266~~ per month) each month beginning the first full month after you sign the Franchise Agreement. We currently anticipate that you will pay us between ~~\$186,266~~ and ~~\$1,116,1,596~~ in technology fees before you open the Center, depending on how soon you open the Center after you sign the Franchise Agreement.

You must pay us a digital and local advertising fee of \$1,000 per month beginning 2 months before your Center's anticipated opening date. You may pay more than \$1,000 per month, at your option. We anticipate that you will pay us \$2,000 in digital and local advertising fees before you open the Center. We will reduce your \$4,000 pre-opening advertising obligation by the amount of digital and local advertising fees you pay to us before your Center's opening date. We will try, to the extent possible, to arrange for the pre-opening digital and local advertising fees you pay us to be spent for digital and local marketing purposes in your territory in proportion to your contributions; however, there may be instances in which these fees are used (in whole or in part) for digital and other marketing purposes outside of your territory.

Before the Franchise Agreement is signed and the initial franchise fee is paid, franchise applicants are required to submit to a background check which includes a criminal/civil record search and a credit check. We will not countersign a Franchise Agreement until we have received results of the search and check. If Mathnasium determines that you are unsuitable to run a Mathnasium Center as a result of background check and credit check results, we reserve the right to not accept you as a franchisee, to terminate any agreements between us and you and return to you any monies paid to us.

If you are purchasing an additional franchise or if you are employed as a Center Director at a Mathnasium Center and meet certain eligibility requirements described in the Manuals, you will pay a discounted initial franchise fee of \$26,500. We may also finance \$15,000 of the initial franchise fee if you are purchasing an additional franchise or are employed as a Center Director and meet our eligibility requirements when you purchase your first franchise. If we do, you will pay \$11,500 when you sign the Franchise Agreement and the balance of \$15,000 you will pay through a promissory note to us with simple interest at the rate of 10% per year (or the maximum rate permitted by law) with a term of 20 months.

As of the issuance date of this disclosure document, we are offering an incentive (the "**Additional Center Incentive**") if: (a) you are an existing Mathnasium franchisee; (b) your existing Mathnasium Center is located in a suitable territory (as determined by us based on demographic data and other information regarding your existing Mathnasium Center's territory); (c) you are in compliance with the Franchise Agreement for such existing Mathnasium Center; (d) you sign a Franchise Agreement for an additional Mathnasium Center within the territory of such existing Mathnasium Center on or before December 31, 2025; and (e) you simultaneously sign an Additional Center Incentive Addendum to such Franchise Agreement in the form attached as Exhibit C-1. If you meet the criteria described above, we will: (1) waive the initial franchise fee when you sign the Franchise Agreement for the additional Mathnasium Center within your existing Mathnasium Center's territory (the "**Additional Center**"); and (2) waive up to \$1,500 per month of the monthly royalty fee payable under the Franchise Agreement for the Additional Center for 12 months after the opening date of the Additional Center. Upon signing the Franchise Agreement for the Additional Center, we will amend the Franchise Agreement for your existing Mathnasium Center to modify the territorial boundaries but will not otherwise make any changes to such Franchise Agreement. You will not receive any royalty

Name of Fee	Amount	Due Date	Remarks
Digital and Local Marketing Fee	A minimum of \$1,000 per month.	Currently, payable monthly on the 10 th day of each month	Your digital and local marketing fee payments will be credited against the amount you are required to spend on local marketing. You may pay more than \$1,000 per month, at your option. This fee will support the Centralized Digital and Local Marketing Program (defined in Item 11). You must begin paying this fee 2 months before the anticipated opening date of your Center. We will reduce your \$4,000 pre-opening advertising obligation by the amount of digital and local advertising fees you pay to us before your Center's opening date. After the Center opens, you must begin paying this fee on the 10 th day of each month. We will try, to the extent possible, to arrange for the digital and local advertising fees you pay us to be spent for digital and local marketing purposes in your territory in proportion to your contributions; however, there may be instances in which these fees are used (in whole or in part) for digital and other marketing purposes outside of your territory.
Technology License Fee	Currently, \$186 \$266 per month per Mathnasium Center.	Currently, payable monthly on the 10 th day of the following month	For each Mathnasium Center, currently payable on the 10 th day of the next month after the month in which you execute the Franchise Agreement. See Notes 1, 2, and 5.
Annual Convention Fee	Currently \$500 per attendee.	Payable annually, generally in May	See Note 6.
Administrative Late fee for late payment	\$250 , plus an additional \$100 every 2 weeks until payment is made.	Beginning on the 1 st day after payment is due and every 2 weeks thereafter	Payable if you are 1 day late on payments due to us. See Notes 1 and 2.
Administrative Late fee for late submission of reports	\$250 , plus an additional \$100 every 2 weeks until reports submitted.	Beginning on the 1 st day after the report is due and every 2 weeks thereafter	Payable if you are 1 day late in submitting reports. See Note Notes 1 and 2 .
Interest	10% per annum, or the highest interest rate permitted under applicable law, whichever is less	As incurred	Payable if you are 1 day late on payments due to us. See Note 2.

Name of Fee	Amount	Due Date	Remarks
Audit Fees and Expenses	<p>All additional Royalties, Marketing Fees and any other amounts due on the amount of any understatement that the audit or review reveals, plus interest and late fees (in the amounts disclosed above) calculated from the due date of those amounts to the date of payment in full.</p> <p>You must also pay us the cost of the audit or review, including legal fees and independent accountants' fees, plus the travel expenses, room and board, and compensation of our employees and representatives, if any audit or review discloses an understatement of 2% or more of your Gross Receipts or if we reasonably determine that the audit or review is necessary due to your failure to timely provide reports, financial statements or other records or information to us.</p>	Within 10 days after demand for payment	See Notes 1 and 2.
Non-Compliance Fine	\$300 per month for each non-complying incident.	30 days following receipt of written notice	Applies if you fail to make changes requested in a written notice.
Returned payment service charge	\$60 per returned payment by bank for insufficient funds.	When requested by Mathnasium	Charge covers Mathnasium's processing costs.
Shipping costs	Actual cost of shipping only.	When incurred	
Payments for "Chargeable Items" purchased from Mathnasium	Prices determined by Mathnasium.	As stated on invoice	We may offer supplemental teaching materials or promotional items for your use or sale which you may, at your option, purchase. These are called "Chargeable Items".
Transfer Fee	\$7,000	On approval of transfer	Payable if you transfer your franchise.
Training Fee	\$3,000	Before training begins	This fee is only paid by a transferee who is purchasing an existing and operating Mathnasium Center. This fee is non-refundable and covers the initial training program for up to 2 people. See Note 7.

In addition, we currently provide the Additional Center Incentive described in Item 5. If you qualify for the Additional Center Incentive, we will waive up to \$1,500 per month of the monthly royalty fee payable under the Franchise Agreement for the Additional Center for 12 months after the opening date of the Additional Center if: (a) you open the Additional Center within 6 months after the effective date of the Franchise Agreement for the Additional Center; and (b) as of the opening date of the Additional Center, you are in compliance with the Franchise Agreement for the Additional Center. For example, if the Gross Receipts for the Additional Center are \$20,000 in the third month after the opening date, your monthly royalty fee the following month would typically be \$2,000. However, if you are eligible for the Additional Center Incentive, we will waive \$1,500 of the monthly royalty fee under the Franchise Agreement for the Additional Center such that your monthly royalty fee will be reduced to \$500 for that month. The Additional Center Incentive does not apply to the base royalty.

[2] Monthly royalties, marketing fees, digital and local marketing fees, and technology fees must be paid to us by electronic funds transfer in accordance with the procedures specified in the Manuals directly from a depository account set up by you for this purpose. When you execute the Franchise Agreement, you must fill out a form authorizing electronic withdrawal from a business depository account (or a personal account, if you haven't set up the business account yet) under an electronic funds transfer (EFT) arrangement with your bank. You must bear all costs of the electronic funds transfer. Once established, your business account must be substituted for any personal account information provided originally. You will not be provided access to the Mathnasium centralized computer system (currently called "Radius") until you have provided Mathnasium with a completed EFT form (Attachment 6 to the Franchise Agreement). If you fail to pay any royalties, fees, or other charges on or before the due date, or if we do not withdraw the fees from your account because you have failed to give us information on your Gross Receipts for the previous month, then you will owe Mathnasium a ~~\$100 administrative~~250 late fee for the late payment, and \$100 every 2 weeks thereafter until payment is made in full, plus daily interest on the amount owed, calculated from the due date until the date of actual payment, at the rate of 10% per annum (or the maximum rate permitted by applicable law, if less than 10% per annum). If you are more than 1-month delinquent in reporting your Gross Receipts for any month, we have the right to withdraw 110% of the base royalty and monthly royalty fees you paid in the previously reported month, plus other fees due, including ~~administrative~~late fees for late payments and reporting.

If you have past due amounts, at our option you must sign a promissory note for the balance you owe us; however, we are not obligated to offer you a promissory note arrangement. After signing a promissory note, you must pay each month's royalty and marketing fee payments and the promissory note payment on time. If you default on your promissory note payments, then the entire outstanding amount will become immediately due and payable. If you fail to pay each month's royalty and marketing fee payments on time and you do not cure such default within 10 days after written notice from us, then we can terminate the Franchise Agreement immediately upon notice to you, with no further opportunity to cure.

We also have the right to charge you a ~~\$100 administrative~~250 late fee if you fail to submit the reports described in the Manuals on time, and an additional \$100 fee every 2 weeks thereafter until the reports are submitted. Reports for the month just completed are currently due on the 7th day of the following month (e.g. reports covering March are due on April 7). We also have the right to charge you a non-compliance fine of \$300 per month for (i) non-compliance with any discrete element or requirement of Mathnasium's system if you fail to make the change within 30 days of receiving written notice from us of such non-compliance (see Section 6.1 of the Franchise Agreement), and (ii) each specific change you fail to make as requested in a quality assurance report we give you periodically (see Section 6.17(~~b~~c) of the Franchise Agreement).

by Mathnasium to franchisees to cover these costs is \$~~186,266~~ per Mathnasium Center per month but this fee is subject to increase to cover our technology-related costs. The technology fee currently covers the cost of your use of our proprietary technology system (currently called “Radius”) and storage requirements for your first Mathnasium Center but may be used by Mathnasium to cover any technology-related costs. Additional Mathnasium Centers require payment of 1 additional monthly technology fee each. We reserve the right to change the centralized computer system at any time and to use the technology fees paid by you to cover any technology-related costs.

[6] This fee is charged to partially defray our costs of holding an Annual Convention. The fee is charged per franchisee and covers attendance for one person only. Additional attendees will be charged an additional fee of \$500 per person. Attendance is required. Even if you are unable to attend a particular annual convention, the annual convention fee charged to you that year is not refundable.

[7] Transferees who purchase an existing and operating Mathnasium Center are required to pay Mathnasium a non-refundable training fee of \$3,000 prior to attending training. This fee covers the costs of the initial training program for up to 2 people but does not cover the costs of your hotel rooms or any other incidental costs you may incur in connection with attending the initial training program.

ITEM 7: ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAID
Initial Franchise Fee	\$49,000 for your first franchise; \$26,500 if you are buying an additional franchise (see Note 1)	Lump sum or a down payment and then monthly payments for an additional franchise	At signing of Franchise Agreement	Mathnasium
Expenses While Training	\$2,500 to \$3,000 (see Note 2)	As arranged	At time of training	Hotels, Airfare, Travel, Restaurants, etc.
Technology Fee	\$186,266 to \$1,116,159 \$1,116,159 (see Note 2)	As arranged	Begins on the 10 th day of the 1 st full month after the Franchise Agreement is signed	Mathnasium
Rent (1 st and last month's rent)	\$6,000 to \$14,000 (See Note 3)	As required by landlord	As required by landlord or by applicable law	Landlord
Paint, Carpet and Tenant Improvements	\$5,500 to \$13,500 (See Note 4)	As arranged	Before opening	Vendors
Furniture, Signs, Equipment and Supplies	\$10,000 to \$17,000 (See Note 5)	As arranged	Before opening	Vendors

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAID
Insurance	\$1,200 to \$1,500 annually (See Note 6)	As arranged	Before opening	Insurance Agent
Business License, Name Registration	\$250 to \$1,000	As arranged	Before opening	Local Municipality and State
Professional Services (Legal and/or Accounting)	\$1,300 to \$2,000 (See Note 7)	As arranged	As arranged	Vendors
Phone and Utilities	\$500 to \$1,000 (See Note 8)	As arranged	Before opening	Phone and utilities companies
Video surveillance and related equipment	\$500 to \$2,500	As arranged	Before opening	Vendors
Pre-Open Advertising	\$4,000 (see Note 9)	As arranged	Before opening	Us and Vendors
Additional Funds (4 Months)	\$32,000 to \$40,000 (See Note 10)	As arranged	As arranged	Vendors, landlord, employees, utilities, etc.
TOTAL (1 st Mathnasium Center)	\$ 112,936 <u>113,016</u> to \$ 149,616 <u>150,096</u> (See Note 11 and Note 12)			
TOTAL (Additional Mathnasium Center)	\$ 90,436 <u>90,516</u> to \$ 127,116 <u>127,596</u> (See Note 11 and Note 12)			

Except as stated otherwise in the table above, we impose all the fees in this table, you pay them to us, and they are not refundable.

NOTES

[1] The standard initial franchise fee is \$49,000 for the first Mathnasium Center and \$26,500 for each additional Mathnasium Center. You may be eligible for a reduced initial franchise fee under certain circumstances. See Item 5 for additional details.

[2] This estimate covers the travel costs of 1 person attending the initial training program. The initial franchise fee covers the cost of up to 2 people to attend the initial training program. You are responsible for all travel, lodging, and incidental expenses associated with attending the initial training program. The initial training program is conducted in different stages and will require at least one trip to Los Angeles, California. You may incur additional training fees if you send more than 2 people to training.

The initial franchise fee for your first Center covers the cost of the first 6 months of the base royalty. If this is your first Center, you will not pay any base royalty fees before opening if you open your Center within 6 months as required under the Franchise Agreement. Franchisees are currently only required to pay a single base royalty for all Mathnasium Centers they operate (regardless of how many Mathnasium Centers are operated), except if one or more Mathnasium Centers is acquired through a Base Royalty Acquisition, in which case an additional base royalty will be payable in connection with each Base Royalty Acquisition beginning in the month the Base Royalty Acquisition

occurs. If this is your second or subsequent Center, you will not be required to pay us an additional base royalty before opening.

You must pay us our then-current technology fee (currently, \$~~186,266~~ per month) each month beginning the first full month after you sign the Franchise Agreement. We currently anticipate that you will pay us between \$~~186,266~~ and \$~~1,416,159~~ in technology fees before you open the Center (which covers between 1 to 6 months of technology fees before opening, depending on when you open your Center).

We reserve the right to change the due date for the payment of fees.

[3] The estimate is for the first and last month's rent. Rent will vary according to location and whether the landlord requires a security deposit. Depending on the landlord and property, you may be required to pay additional common area charges and/or tax and insurance allocations. In highly desired business and commercial districts or when franchisees elect to lease spaces larger than our standard recommended space, rent might be higher. The size of the space should be 1,200 to 1,600 square feet. We strongly recommend waiting to finalize a location until you have attended our initial training for business operations. You may not use your home or other residential property as your Center. We may require you and your landlord to sign an addendum to the lease for your Center, or another acceptable form of agreement, requiring the landlord to give Mathnasium written notice if you are in default of your Center's lease and allowing us the option to assume the lease if you are in default. Your final location must be approved by us in writing, prior to signing a lease. We must review and consent to the physical layout of each Mathnasium Center. If you don't complete the buildout of the Center in a reasonable time, Mathnasium may (but is not obligated to) complete the buildout, all expenses of which will be paid or reimbursed by you. This estimate does not include any amount for tenant improvements.

[4] The estimate is for painting and carpeting your Center space and minimal tenant improvements. The extent of the tenant improvements will depend on the condition of the space you rent. The cost of tenant improvements may also be covered by the landlord or amortized in your rent, depending on lease negotiations with your landlord. Tenant improvements can be required and/or expensive if applicable laws require certain facilities described in Item 1 under Laws, Rules and Regulations.

[5] The estimate includes initial lease payments for computers, peripherals and other office equipment of \$500 to \$1,000. The total purchase price of computers is estimated to be under \$2,500. The estimate also includes the costs of exterior signs, interior wall art, desks, chairs, and other furniture, as well as other costs.

[6] The figure given is the current annual rate if you obtain all insurance required in the Manuals, based on an assumed enrollment at your Center of 100 students. You must obtain insurance from the vendor we designate, as set forth in the Manuals. You must also obtain property and casualty insurance, which varies by size and location of the Mathnasium Center. We estimate that the annual cost of all required insurance coverage would range from \$1,200 to \$1,500. You must also obtain workers' compensation insurance and may also have an obligation under state law to obtain other forms of insurance. This estimate does not include an amount for workers' compensation insurance since those rates can vary widely depending on your state and number of employees.

[7] The estimate includes legal and accounting services that may be required to start your business, including a legal review of your Franchise Agreement. Additional professional services that may be incurred during the first 4 months of operations are included in the "Additional Funds" category.

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAID
Development Fee	\$75,500 to \$99,000 (See Note 1)	Lump sum	At signing of Development Agreement	Mathnasium
Estimated initial investment for First Center	\$412,936 <u>\$113,016</u> to \$449,616 <u>\$150,096</u> (See Note 2)	As arranged	As incurred	Mathnasium and third parties
TOTAL ESTIMATED INITIAL INVESTMENT	\$488,436 <u>\$188,516</u> to \$248,616 <u>\$249,096</u> (See Note 3)			

NOTES

[1] Upon signing the Development Agreement, you must pay us the development fee. The development fee varies based on the number of Mathnasium Centers you commit to develop. The example above assumes that you commit to develop a minimum of 2 Mathnasium Centers and a maximum of 6 Mathnasium Centers, though development is not limited to 6 Centers. The development fee will be credited towards the initial franchise fee for each Mathnasium Center developed under the Development Agreement. The development fee is not refundable. See Item 5.

[2] For each Mathnasium Center that you develop under a Development Agreement, you will execute a franchise agreement and incur the initial investment expenses for the development of a single additional Mathnasium Center as described in the first table of this Item 7. This estimate is based on the expenses described in the first table of this Item 7 for the first Mathnasium Center. The estimate does not include the initial franchise fee because the development fee is credited towards the initial franchise fees for each Mathnasium Center.

[3] We do not provide financing to franchisees either directly or indirectly in connection with their initial investment requirements.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

We must pre-approve any instructional materials that you wish to use at your Center unless these materials are already specified in the Manuals, including, without limitation, any augmentations of our curriculum or instructional materials generated through artificial intelligence platforms or similar tools; provided that you may not input any portion of the Manuals or information related to the System into artificial intelligence platforms (e.g., ChatGPT or other generative artificial intelligence technology) or similar tools (whether developed as of the Franchise Agreement's effective date or after that) without our prior written consent.

If you purchase our proprietary Math Dictionaries, chess sets, or Mathnasium Playing Cards you must do so from us or a supplier we designate. You must purchase required insurance for your Center and conduct background checks of employees you hire at your Center from the suppliers we designate, as specified in the Manuals. The required insurance coverage includes business liability insurance, corporal punishment insurance, sexual/physical abuse and molestation insurance, all with required minimum coverage per occurrence of \$1,000,000, as well as property insurance and workers' compensation insurance. These requirements may change upon notice to you. You must purchase items bearing the Marks only from us or other sources we designate or approve unless we waive this requirement in writing. Approved suppliers are listed in the Manuals. They are our only

Advertising on the Internet

Except as prescribed in the Manuals or otherwise authorized by us in writing, you may not have an Internet site or presence, or offer or sell Mathnasium products or services through the Internet. You may not advertise for students by social media or using related media or technology, except as authorized by us in writing. We may provide you with a presence on Mathnasium's master website. You must participate in any such website under our rules.

Technology System

You must use the Mathnasium centralized computer system (currently called "Radius"), which will include point of sale functions to manage your business. You must use all required functionality of the centralized computer system. You must have a broadband connection to the Internet at your Center to allow you to access the system and to communicate with us. You also must use hardware and software specified by us. We estimate that the initial cost of purchasing a computer system will be under \$2,500. The monthly technology fee covers the Radius system and other related systems and is currently ~~\$2,2323,192~~ per year (i.e., ~~\$186,266~~ per month) and is subject to increase. Over time, to continue to comply with your contractual requirement, you may need to upgrade or replace your computer due to normal wear and tear or obsolescence. There are no contractual limitations on the frequency or cost of any repairs, or of any upgrade or replacement to your computer, but we estimate that your maintenance costs will be less than \$500 per year, and the purchase price of an upgrade or replacement to your computer would be under \$2,500. Through the Radius system, we can physically or electronically look at any data as it pertains to your business. We reserve the right for our employees or representatives to physically or electronically access and review any data in your accounting software as it pertains to your business. Mathnasium owns and maintains an exclusive right in all customer and business transaction data. Access to the Radius system is only granted after Mathnasium receives a completed electronic funds transfer (EFT) form (Attachment 6 to the Franchise Agreement), which authorizes electronic withdrawal of funds from a depository account for royalties and other fees.

Table of Contents of Manuals

The Manuals contain 2,913 pages. We will provide you with digital access to a copy of our Manuals for franchisees and other applicable Manuals during the relevant phases of the initial training program (Section 9, Franchise Agreement). You do not own any copies of or rights to the Manuals and, to the extent that you print out or digitally retain material from them, we have the right to require you to destroy or return such material to us when your franchise is terminated. While Mathnasium retains the right to modify or change any materials, the following is the Table of Contents of our Manuals for franchisees as of the date of this disclosure document:

Topic	Number of Pages
Introduction	12
A Great Center Location	51
Exceptional People	128
Lead Generation	124
Lead Conversion	54
Right Materials	66
Right Instruction	75
A Real Parent Relationship	46

right to require you to participate in multi-area marketing programs, such as special offers, gift cards, loyalty rewards, contests, promotions, etc. Voting for these purposes will be one vote per center. We reserve the right to set maximum franchisee prices, prices in price promotions, pricing methodology and form, and actual or minimum prices, each to the extent permitted by law.

5.4. Payments. Royalties and all Fees must be paid to us by electronic withdrawal in accordance with the procedures specified in the Manuals directly from a depository account set up by you for this purpose under an electronic fund transfer (EFT) arrangement with your bank. You must fill out a form authorizing electronic withdrawal from a depository account which is attached to this Agreement as Attachment 6. If you do not have a business account by the Effective Date, you will be required to fill out an authorization form for electronic withdrawal from your personal account, and you must fill out a new authorization form for electronic withdrawal from your business account once it is established. You must have opened a bank account for your business operations and submitted to us the EFT form for such account prior to the Opening Date. Royalties and Fees are due on the tenth (10th) day of the month following the month for which those payments have been calculated and in which they were incurred. If you fail to pay, or have insufficient funds in your depository account to pay, any Royalties, Fees, or other charges by the tenth (10th) day of that following month, or if we do not withdraw the required funds from your account because you have failed to submit a report of your Gross Receipts for the previous month, then you will owe Mathnasium a ~~One~~Two Hundred ~~Fifty~~ Dollar (~~\$100~~-~~administrative~~250) late fee for the late payment, and an additional One Hundred Dollars (\$100) for every two (2) weeks after that tenth (10th) day until both ~~payment and~~ report and payment have been submitted and paid in full, plus daily interest on the amount owed, calculated from the due date until the date of actual payment in full, at the rate of ten percent (10%) per annum (or the maximum rate permitted by applicable law, if less than ten percent (10%) per annum). If you are more than one (1) month delinquent in reporting your Gross Receipts for any month, we can automatically withdraw up to one hundred ten percent (110%) of the Royalties paid in the prior reported month, plus other fees due, including ~~administrative~~late fees for late payments or late reporting. In addition to Royalties and Fees, your automatic withdrawal statement may indicate additional charges, such as chargeable items, shipping charges, late fees, default and non-compliance penalty fines and returned payment fees. You agree that you will not, on grounds of the alleged nonperformance by us of any of our obligations hereunder, withhold payment of any Royalties and Fees, amounts due to us or our affiliates for products or services purchased by you or any other amounts due to us or our affiliates. If there is a dispute regarding the amount of any invoice for Royalties or Fees, you must pay first the disputed invoice amount in full and submit in writing to us the reason and nature of the dispute. We will investigate the dispute and promptly submit back to you our findings and adjustment as we deem necessary, if at all. We reserve the right to change the payment due date for Royalties and Fees, as set forth in the Manuals.

5.5. CPI Adjustments. Within sixty (60) days after the beginning of each calendar year, and upon written notice, we can increase the Base Royalty, the Minimum Royalty, and any other fee of a fixed dollar amount up to the greater of (i) three percent (3%) per year or (ii) the percentage increase of the CPI during the previous calendar year. If increases are not made in any given year we do not forfeit our right to allow the increases to accumulate for a period of up to three (3) consecutive years and apply them later. Any adjustments will only be applicable if applied on a system wide basis. No adjustment based on the CPI will be made to the percentage of Gross Receipts charged as Monthly Royalty (10%) or Marketing Fees (2%).

5.6. Set-Off. We may set-off any amounts you or your Owners owe us or our affiliates against any amounts we or our affiliates might owe you or your Owners, including, without limitation rebates, whether in connection with this Agreement or otherwise.

6. OPERATION OF CENTER

6.1. Compliance with System. You agree that your strict compliance with the System is essential to this Agreement. Non-compliance with any discrete element or requirement of the System will be deemed an event of default. If you receive notice from us that you are in default of any such element or requirement, and by thirty (30) days or more after your receipt of the notice we reasonably determine

applicable law requires to transmit the Customer Data to us and our affiliates and for us and our affiliates to use and own that Customer Data in the manner that this Agreement contemplates.

6.8. Enrollment of Students. There is no geographic restriction on whom you may enroll at your Center. However, solicitation of students is subject to Section 6.6(d) of this Agreement.

6.9. Approved Services and Products. You may only offer approved services and products at your Center. Approved services and products are defined in the Manuals and may be changed and modified from time to time. You may only offer services outside of what is approved in the Manuals with the prior written approval of Mathnasium. You are not permitted to offer programs at your Center through another company, whether that company is owned by you or not, unless you receive advance approval in writing from Mathnasium.

You cannot present yourself as a vendor, advertise to or otherwise offer services to other franchisees through any means, unless explicit written authorization to do so is provided by us. Such authorization must be renewed annually and can be terminated at any time.

6.10. Reports. The Manuals specify the monthly and annual reports that you must submit to us, the method of submission, and their due dates. We also have the right to require specific non-recurring reports. We have the right to add, edit, or change the required reports, their frequency, and the methods of reporting. We have the right to withhold information related to the System if we do not receive the reports by their respective due dates. If you fail to submit any required report by the due date, then you must pay Mathnasium a ~~One~~Two Hundred Fifty Dollar (~~\$100-administrative250~~) late fee for each late report, and One Hundred Dollars (\$100) every two (2) weeks thereafter until the report is submitted. Late fees shall be paid as specified in Section 5.4 above.

6.11. Books and Records. You must establish and maintain a bookkeeping, accounting and record keeping system conforming to the Mathnasium chart of accounts and other requirements prescribed by us from time to time and accurately record Gross Receipts and other financial information as we prescribe and in the manner we prescribe. If requested by us in advance, you shall submit to us financial statements for Center operations, including a statement of profit and loss and balance sheet for any particularly specified month, quarter, or year and/or year-end income tax returns. You must keep accounting and financial records relating to your Center operations separate from all other business activities not related to the Center business.

6.12. Inventory. You must maintain at all times an adequate supply of materials to operate the Center without interruption.

6.13. Maintenance of Center. You must always maintain a clean, sanitary, safe, and orderly Center. You must immediately repair any broken fixtures and immediately eliminate all safety hazards.

6.14. Professionalism. You must operate your Center at all times in a professional manner. You must not engage in deceptive, misleading, unethical, immoral or illegal conduct. You must not make any false or misleading or deceptive statement or representation or advertising concerning Mathnasium or its authorized franchisees. You must demonstrate in the operation of your Center the ability to operate within the bounds of a franchise system, showing professionalism in your relationships with Mathnasium, other Mathnasium franchisees, and your customers. You must maintain certain minimum customer satisfaction scores, as specified from time to time in the Manuals or otherwise by us in writing. You must be aware of all current laws regarding harassment, discrimination, and protected categories of personnel and conduct your operations respectfully and in compliance with such laws. You must conduct background checks before hiring any employees and on a regular basis as required by the terms of the Manuals.

6.15. Response to Complaints. You must respond to any individual or entity that has made any criticisms about you, your Center, your instructors, Mathnasium, or any other Mathnasium franchisee

within five (5) business days after you receive such criticism. You must also send us a written account of any such criticisms within five (5) business days, including a statement of how you remedied the situation.

6.16. Compliance with Laws. You must operate your Center in compliance with all applicable laws, regulations, codes, and ordinances and other requirements applicable to the care and safety of children, including, if applicable, requirements to hold or obtain a teacher's certificate and/or to complete course work in education and to obtain and keep in good standing all necessary occupancy or zoning certificates, permits, or licenses. You must also comply with all applicable laws and our standards for safeguarding the confidentiality and security of customer data and information (including names, contact information, financial information and other personal information of or relating to the Center's students and customers and prospective students and customers), as well as all laws and payment card provider standards relating to the security of student and customer data and information, CCS, your computer hardware and software, including, without limitation, the Payment Card Industry Data Security Standards, Americans with Disabilities Act, the CAN-SPAM Act of 2003, the Telephone Consumer Protection Act, and the Telemarketing Sales Rule and any other state and federal laws pertaining to marketing or telemarketing and Chatbot features, and any other state and federal laws that regulate data security and privacy (including, but not limited to, the use, storage, transmission, and disposal of data regardless of media type). You are responsible for any and all consequences that may arise if you do not comply with such laws and standards, or do not operate, maintain and upgrade your computer hardware and software, or any of its components, in accordance with such laws and standards, as the same may change from time to time. If there is a suspected or actual breach of security or unauthorized access involving student or customer information or data or any Confidential Information, you must notify us immediately after becoming aware of such actual or suspected occurrence and specify the extent to which student or customer information, or Confidential Information, was compromised or disclosed. You are responsible for any financial losses you and we incur or remedial actions that you and we must take as a result of a breach of security or unauthorized access to such information or data in your control or possession. In addition, for the avoidance of doubt, you will indemnify and hold harmless Mathnasium and its affiliates (as required in Section 12 below) for any claims regarding illegal advertising and any violations of this Section 6.16.

6.17. Consultation and Inspection.

(a) We have the right to ourselves or through a designated representative, with or without advance notice to you: (i) visit your Center any day of the week and at any time of the day, including hours outside of the hours your Center is open, and if we give advance notice, you and your Center Director must be present; (ii) physically or electronically inspect any materials, products, data, or documents relating to the operation of your Center; (iii) physically or electronically access all accounting records, as they relate to the operation of your Center; (iv) interview parents, students, and your Center employees; (v) contact any parents or students currently or previously enrolled at your Center at any time; and (vi) observe your instructional skill; and (v) record telephone calls coming into the Center for quality assurance purposes. We also have the right to require the placement and maintenance of video and audio equipment and recording, as specified in the Manuals or otherwise by us in writing, to facilitate the monitoring of learning center activity as well as closer monitoring of instructor interaction with students. You must keep all records relating to each student enrolled at your Center for a minimum period of two (2) years from the student's last day of attending the Center.

(b) If any audit or review conducted pursuant to Section 6.11, 6.17(a) or any other Section of this Agreement discloses an understatement of your Gross Receipts for any period or periods, you will pay to us, within ten (10) days after demand for payment is made, all additional Royalties, Marketing Fees, other Fees, and any other amounts due on the amount of the understatement, plus (i) interest in the amount set forth in Section 5.4 above, calculated from the date when the amounts should have been paid to the date of actual payment in full and (ii) a late fee in the amount set forth in Section 5.4 above, calculated from the date when the amounts should have been paid to the date of actual payment in full. In addition, if such understatement for any period or periods is two percent (2%) or more of your Gross Receipts for such period or periods or we reasonably determine that such audit or review is necessary due to your failure to timely furnish reports, financial statements, supporting records or other

information as required, you will reimburse us for the cost of such audit or review, including legal fees and independent accountants' fees, plus the travel expenses, room and board, and compensation of our employees and representatives. Such reimbursement shall be due and payable within ten (10) days after demand for payment is made. These remedies are in addition to our other remedies and rights under this Agreement and applicable law.

(c) ~~(b)~~ Periodically, we may provide you with a quality assurance report regarding your compliance with the System. You must incorporate any changes we recommend to you within thirty (30) days following your receipt of our quality assurance evaluation or report following a Center evaluation. If a specific change has not been made within thirty (30) days or by the time of our next quality assurance evaluation or visit, we have the right to charge you a non-compliance fine of Three Hundred Dollars (\$300) per month for each requested change you have not made until we are reasonably satisfied that the change has been made.

(d) ~~(e)~~ Participation in customer surveys, including exit surveys, is required.

6.18. Variation of Standards. We have the right to waive or modify our standards for any franchisee based on circumstances that we deem important to the successful operation of the franchisee's business or any other reason; provided, however, that nothing in this sentence is intended to disclaim the representations we made in the FDD that we provided to you.

6.19. Mathnasium Privacy Policy. All Mathnasium franchisees are required to review and comply with the privacy policy described on Mathnasium's website in the daily operation of their center, including compliance with all laws directed at protecting the privacy and safety of children, secure customer data and information. You shall also put all appropriate security measures in place to prevent the disclosure of Confidential Information to unauthorized persons.

6.20. Mathnasium Center Network Ranking and Data Sharing. You acknowledge and agree that the sharing of the Center's operational and financial data is a useful tool for benchmarking, provides valuable context, and helps franchisees to set meaningful targets and gain insight into trends occurring across the network of Mathnasium Centers. From time to time, we may provide Mathnasium Center rankings to Mathnasium Center owners based on various key performance indicators, which may include, but are not limited to, revenue, numbers of students, marketing analytics, and lead follow up. You acknowledge and agree that all such data shared is Confidential Information.

7. MARKS AND SYSTEM

7.1. System. We will provide you with electronic access to our System and Manuals as necessary to operate your Center. Access to the CCS is only granted after Mathnasium receives a completed electronic funds transfer (EFT) form, attached to this Agreement as Attachment 6. This form authorizes electronic withdrawal of funds from a depository account for Royalties, Fees, and other fees. You must purchase other items bearing the Marks only from us or other sources we designate or approve, unless we waive this requirement in writing. You must follow our requirements when you use the Marks.

7.2. No Unauthorized Use or Copying. You may not duplicate, reproduce, or distribute any portion of the Manuals or information related to the System, or allow anyone other than an enrolled student in your Center or instructors, while employed by you, to receive any portion of the Manuals or information related to the System, including, without limitation, inputting any portion of the Manuals or information related to the System into artificial intelligence platforms (e.g., ChatGPT or other generative artificial intelligence technology) or similar tools (whether developed as of the Effective Date or thereafter) without our prior written consent.

7.3. Acknowledgment of Status and Ownership. You acknowledge that you do not own any rights in the Marks or the System. You agree that you will not hold yourself out to the public as owning any such rights, and that you will never contest the validity of, or our rights in, any Marks or the System. You acknowledge and agree that all goodwill and ownership rights arising out of your use of the System

ATTACHMENT 6 – ELECTRONIC FUNDS TRANSFER AUTHORIZATION



5120 West Goldleaf Circle, Suite 400, Los Angeles, CA 90056
Tel: (323) 421-8000 Fax: (323) 417-1555

ELECTRONIC FUNDS TRANSFER AUTHORIZATION FORM

With our secure Web servers, network, and firewalls, your information is safe. You have less to worry about when paying by Electronic Funds Transfer (EFT) than you do when paying by check. When a check is issued for payment, many different people handle it before it is returned to your bank, and security problems can occur because your information is printed on it. With EFT, your information is encrypted and sent to the Federal Reserve through secure wires of the ACH Network. There is an immediate record of who initiated the payment and the account to be debited. If a fraudulent debit is made to your account, contact your bank to have the transaction reversed. NACHA regulations that govern ACH transactions are designed to protect check writers.

I, <ENTER FRANCHISE OWNER NAME & LOCATION HERE>,
authorize MATHNASIUM to initiate variable data entries to my account identified below in payment for **monthly royalties, monthly fees, late fees and other authorized amounts**, when applicable, including the Digital and Local Marketing Program Fee. I understand that MATHNASIUM will debit my account once I have submitted my Royalty Report. If my Royalty Report has not been submitted by the 7th of the month, I understand that Mathnasium will debit my account on or after the 10th of the month by up to 110% of the Royalties and Fees paid in the prior month, or a late fee of \$250, plus an additional \$100 every two weeks until payment is made. I understand Mathnasium may change the payment date for Royalties and Fees, as set forth in the Manuals and this authorization will continue to be effective upon any such change. I authorize my financial institution identified below to debit my account each month. I understand that I am in full control of my payment, that I have a right to hold or stop this electronic payment by giving MATHNASIUM written timely notice to reports@mathnasium.com, and that I may revoke this authorization by notifying them by the 25th of the current month to be effected for the following month. In addition, I will immediately notify MATHNASIUM at reports@mathnasium.com of any changes in the information provided on this authorization form. All returned items are subject to an automatic debit from my account, including a maximum returned check fee as permitted by law.

PLEASE COMPLETE SECTIONS 1, 2 & 3, SIGN SECTION 3, AND ATTACH A COPY OF A VOIDED CHECK BELOW. THEN FAX BACK TO (323) 417-1555. THIS FORM WILL OVERRIDE ANY CREDIT CARD AUTHORIZATION FORM OR PREVIOUSLY SUBMITTED EFT FORM ON FILE IF SUBMITTED. ANY INCOMPLETE FORMS WILL BE SENT BACK TO BE REDONE.

SECTION 1		FINANCIAL INSTITUTION INFORMATION	
Bank Name		Phone #	
ABA Routing # (first 9 digits lower left corner of check)		Account #	
SECTION 2		ADDITIONAL INFORMATION	
Franchisee Name		Center Name	
Email Address (Email address for all financial-related correspondence)			
SECTION 2		AUTHORIZATION	
Signature		Date	/ /
Print Name		Phone #	
A VOIDED CHECK FROM THIS ACCOUNT MUST BE ATTACHED.			

Attach Voided Check Here

NOTE: Voided Check must be **PREPRINTED** with the following information:

- Account Holder's Name or Business Name
- Address
- Bank Name and Phone Number
- ABA Routing Number

C-46

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EXHIBIT I - 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 Mathnasium Franchisor LLC offers you a franchise, it must provide this disclosure document to you at least 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.

Michigan requires that we 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. New York law requires a franchisor to provide the franchise 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.

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

The franchise sellers with whom you worked are:

___ Kevin Shen, 5120 West Goldleaf Circle, Suite 400, Los Angeles, CA 90056 USA; (877) 531-6284
___ Michael Stanfield, 5120 West Goldleaf Circle, Suite 400, Los Angeles, CA 90056 USA; (877) 531-6284
___ Kristin Goedke, 5120 West Goldleaf Circle, Suite 400, Los Angeles, CA 90056 USA; (877) 531-6284
___ ~~Armany Mathias~~ [Laura Klippel](#), 5120 West Goldleaf Circle, Suite 400, Los Angeles, CA 90056 USA; (877) 531-6284
___ ~~Laura Klippel~~ [Daniel Huntington](#), 5120 West Goldleaf Circle, Suite 400, Los Angeles, CA 90056 USA; (877) 531-6284
___ ~~Daniel Huntington~~ [Marcus Schlemmer](#), 5120 West Goldleaf Circle, Suite 400, Los Angeles, CA 90056 USA; (877) 531-6284
___ ~~Marcus Schlemmer~~ [Marty Mazer](#), 5120 West Goldleaf Circle, Suite 400, Los Angeles, CA 90056 USA; (877) 531-6284
___ ~~Marty Mazer~~ [Mary Benman](#), 5120 West Goldleaf Circle, Suite 400, Los Angeles, CA 90056 USA; (877) 531-6284
___ [Celine Mahdavi](#), 5120 West Goldleaf Circle, Suite 400, Los Angeles, CA 90056 USA; (877) 531-6284

Date of Issuance: April 30, 2025, [as amended December 12, 2025](#)

I received the disclosure document dated April 30, 2025, [as amended December 12, 2025](#), that included the following Exhibits:

- "A-1" List of Franchised Outlets
- "A-2" List of Certain Former Franchisees
- "B" Financial Statements
- "C" Franchise Agreement
 - Attachments to Franchise Agreement:*
 - Attachment 1: Territory
 - Attachment 2: General Release
 - Attachment 3: Schedule of Owners, Officers and Managers
 - Attachment 4: Guaranty and Assumption of Obligations
 - Attachment 5: Conditional Assignment of Telephone and Directory Listings
 - Attachment 6: Electronic Funds Transfer Authorization Form
 - Attachment 7: Statement of Prospective Franchisee
- "C-1" Additional Center Incentive Addendum to Franchise Agreement
- "D" Development Agreement

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

The franchise sellers with whom you worked are:

___ Kevin Shen, 5120 West Goldleaf Circle, Suite 400, Los Angeles, CA 90056 USA; (877) 531-6284
___ Michael Stanfield, 5120 West Goldleaf Circle, Suite 400, Los Angeles, CA 90056 USA; (877) 531-6284
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