

FRANCHISE DISCLOSURE DOCUMENT



WORLD OPTIONS, INC.

a Utah corporation
143 Union Blvd., Suite 625
Lakewood, Colorado 80228
888-308-5116
info@worldoptions.com
www.worldoptions.com

As a World Options franchisee, you will establish and operate a business that offers domestic and international shipping and freight services and that may include other transportation services we develop using one or more international or domestic carrier companies under the World Options® trademark.

The total investment necessary to begin operation of a World Options franchised business ranges from ~~\$88,600~~\$81,100 to ~~\$979,600~~\$972,600. This includes the \$65,000 that must be paid to the franchisor or its affiliates.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make 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 for you. To discuss the availability of disclosures in different formats, contact our Retail Network Development Department at 143 Union Blvd, Suite 625, Lakewood, Colorado 80228 and (888) 308-5116.

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

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

Issuance Date: March 28, 2025, [as amended October 29, 2025](#)

You must obtain all necessary permits, licenses, and approvals to operate your Franchised Business. Some states may have specific laws or regulations concerning the operation, pricing, packaging, transportation, shipment, taxation, or other aspects of the transportation promotion and sales industries. World Options Businesses will not need additional permits or licenses when they use our primary shipping carrier. World Options Businesses that offer freight and other transportations using other carriers may be required to obtain additional permits or licenses. For example, the Federal Highway Administration, the Federal Maritime Commission, and the Federal Aviation Administration have various laws and regulations regarding obtaining licenses and/or insurance if you sell, offer, or arrange ground, ocean, or air freight. There may be other regulations that establish certain standards, specifications, and requirements that must be followed by you. You should investigate the application of these laws further.

The details of state, county, and local laws and regulations vary from place to place. You must research these matters. Please be aware that the changes in these laws may increase the cost to operate your business. You are responsible to determine what local or state regulations, permits, and licenses you will need to comply with and/or obtain to conduct the Franchised Business in a particular state, city, or town. Each Franchised Business must comply with all federal, state, and local laws and regulations, and we encourage you to become familiar with these specific laws and regulations, as applicable in your state, by consulting your legal and other advisors.

ITEM 2 BUSINESS EXPERIENCE

~~Chief Executive Officer~~Director: Stewart Michael Butler

Mr. Butler has served as ~~our Chief Executive Officer~~a Director since our inception in February 2016. He served as our Chief Executive Officer from inception until August 2025. He is the founder of our affiliate, WOL, and has served as its Chief Executive Officer since July 2005. He has also served as a Director for World Options Systems Limited since 2016. Mr. Butler is currently located in Lancashire, United Kingdom.

~~Chief Financial Officer~~Director: James Andrew Edwards

Mr. Edwards has served as a Director since August 2023. He served as our Chief Financial Officer ~~since~~from August 2023 to August 2025. He served as our Chief Operating Officer from July 2022 through July 2023, and as our Chief Financial Officer from our inception in February 2016 until July 2022. He likewise served as WOL's Chief Financial Officer from July 2013 until July 2022, Chief Operating Officer from July 2022 through July 2023, and resumed his position as Chief Financial Officer in August 2023. He has also served as a Director for World Options Systems Limited since April 2016. He maintains an office in Utah County, Utah.

Director: Samuele Spaccia

Mr. Spaccia has served as a Director of us, World Options Holdings Limited, Mail Boxes Etc. (UK) Limited, SIID Limited, WOL, World Options Systems Limited, and WO UK. since July 2022. He has served as a Director of AGI since October 2017 and as its Vice President since October 2017, Secretary since October 2018, and Treasurer since October 2020. Since April 2017, Mr. Spaccia has also served as a Director of PIFC, as well as PIFC's Secretary since December 2019 and its Treasurer since October 2020. Since June 2019, Mr. Spaccia has also served as a Director, and the Treasurer and Secretary, of Print Speak. Since May 2019, Mr. Spaccia has also served as a Director and the Chief Executive Officer and Treasurer of AGI Direct. Mr. Spaccia has also served as Chief Financial Officer of Fortidia, located in Milan, Italy, since March 2014. Since March 2017, Mr. Spaccia has served as Vice President, Director and Secretary of U.S. Business Holdings, Inc. ("USBH"). Mr. Spaccia also served as Sole Director of E-Partecipazioni S.r.l., located in Milan, Italy, from February 2017 to October 2018, and as its liquidator from October 2018 until

around November 2020, and as Chairman of the Board of Directors of Eurocubia S.r.l., located in Milan, Italy, since June 2017. Mr. Spaccia has also served as Director of MBE Deutschland GmbH, located in Berlin, Germany, since July 2019. Mr. Spaccia has also served as Director of Pack & Send and its following affiliates since March 2021: Aus Business Holdings Co. Pty Limited; Pack & Send Holdings Pty Limited; and Pack & Send Online Pty Limited. Mr. Spaccia has also served as a Director of Prestashop SA, located in Paris, France, since November 2021. Mr. Spaccia has also served as a Director of MBE Australia Pty LTD since September 2021. Mr. Spaccia has also served as a Director of Pack & Send UK Ltd and Pack & Send Trading Ltd since February 2023. He served as a Director and Treasurer of Wet Ink Corporation from May 2019 to May 2022. In May 2023, Mr. Spaccia became a Director for BF Maro Investments Limited. Mr. Spaccia is currently located in Milan, Italy.

Director: Giuseppe Rudi

Mr. Rudi has served as a Director of us, World Option Holding Limited, Mail Boxes Etc. (UK) Limited, SIID Limited, World Options Limited, World Options Systems Limited, and World Options (Franchise) Ltd. since July 2022. He has served as a Director of AGI, PIFC, and USBH since September 2019, and as Executive Vice President of AGI, PIFC, and USBH since December 2019. Mr. Rudi has also served Fortidia since 2014, in various roles, including the following: Chief Commercial Officer since January 2024; Group MBE Chief Operating Officer from January 2020 to December 2023; MBE Brand Chief Operating Officer from May 2017 to December 2019; and Director from April 2016 to February 2020. Mr. Rudi has also served as an officer or director for various companies, including: Director of Pack & Send UK Ltd and Pack & Send Trading Ltd, since February 2023; President of Jonathan & Assist S.r.l., in Brescia, Italy, since January 2018; President of CZ Mail S.r.l. in Mantova, Italy, since December 2019; President of Forama S.r.l. in Pesaro, Italy since July 2019; Director and CEO of Eurocubia S.r.l. in Milan, Italy since June 2017; Director of MBE Deutschland GmbH, in Berlin, Germany, since February 2019; Sole Director of MBE Gesdirect SL from April 2018 to present; Director of MBE Spain 2000 SL in Barcelona, Spain since December 2020; President of MAS Milano SRL in Milan, Italy since December 2021; President of GEL Proximity SRL in Milan, Italy since April 2022. Mr. Rudi is currently located in Milan, Italy.

Director: Paolo Cominone

~~Mr. Cominone has served as a Director of us, World Options Holdings Limited, Mail Boxes Etc. (UK) Limited, SIID Limited, WOL, World Options Systems Limited, and WO UK since July 2022. He has also served as a Director of Pack & Send UK Ltd and Pack & Send Trading Ltd since February 2023. Mr. Cominone has also served as Director of Pack & Send and its following affiliates since March 2024: Aus Business Holdings Co. Pty Limited; Pack & Send Holdings Pty Limited; Pack & Send Online Pty Limited; and BF Maro Investments Limited. Since February 2016, Mr. Cominone has served as Director and member of the Board of Directors of Sistema Italia 93 S.R.L. He has also served as Director of Jonathan & Assist S.R.L. since January 2018, as Director of Forama S.R.L. since July 2018, as Director of CZ Mail S.R.L. since December 2019 and as Director of MAS Milano S.R.L. since December 2021. Additionally, Mr. Cominone serves as Region Vice President of Fortidia since October 2015. He is currently located in Milan, Italy.~~

Group Chief Corporate Affairs Officer: Kathleen Panek

Ms. Panek has served as Group Chief Corporate Affairs Officer of USBH since February 2023 and Chief Corporate Affairs Officer of Fortidia since June 2022. She previously served as General Counsel for PIFC, AGI, and USBH from February 2018 until February 2023. She has also served as Assistant Secretary of Print Speak since June 2019 and as a Director and the Secretary and General Counsel of AGI Direct from May 2019 to December 2023.

Chief Operating Officer: Ryan Farris

Mr. Farris has served as our Chief Operating Officer since May 2024- [and a Director since July 2025](#). He has also served as AGI's President since December 2017 and its Chief Operating Officer since July 2017. He has also served as Chief Operating Officer of PIFC since August 2020. He has also served as a Director and the President and Chief Executive Officer for Print Speak since June 2019, and as Chief Operating Officer for USBH since August 2020. Mr. Farris has served as Region Executive Vice President of Fortidia since January 2024. In March 2024, Mr. Farris became a Director for BF Maro as well as Pack & Send and its following affiliates: Aus Business Holdings Co. Pty Limited; Pack & Send Holdings Pty Limited; and Pack & Send Online Pty Limited. Additionally, Mr. Farris has also served as Director for Threshold Brands, located in Boston, Massachusetts, since October 2021.

Vice President of Franchise Development: William "Bill" McPherson

Mr. McPherson has served as our Vice President of Franchise Development since June 2024. He has also served as AGI's Vice President of Franchise Development since September 2018. He has also served as PIFC's Vice President of Franchise Development since August 2020.

Vice President of Finance and Accounting: Peter Lopez

[Mr. Lopez has served as our Vice President of Finance and Accounting since October 2025. He has also served as Vice President of Finance and Accounting for AGI, PIFC, and USBH since November 2020. Prior to joining us, Mr. Lopez was Vice President of Finance at OneTouchPoint West Division, located in Denver, Colorado, from June 2015 to October 2020.](#)

Vice President of Marketing: Stephanie Johnson

Ms. Johnson has served as our Vice President of Marketing since June 2024. She has also served as AGI's Vice President of Marketing since February 2020. She has also served as PIFC's Vice President of Marketing since August 2020.

Vice President of Learning and Development: Clain Udy

Mr. Udy has served as our Vice President of Learning and Development since June 2024. He has served as AGI's Vice President of Learning and Development since February 2018. He has also served as PIFC's Vice President of Learning and Development since August 2020.

People Vice President: Karla Tapia

Ms. Tapia has served as People Vice President for us since June 2024. She has served as AGI's and PIFC's People Vice President since January 2024. Previously, she served as People Director for AGI and PIFC from September 2022 to December 2023, and as a People Business Partner for AGI and PIFC from January 2022 to September 2022. Prior to joining us, she served as a Human Resources Specialist for Saunders Construction, in Denver, Colorado, from December 2018 to December 2021.

Chief Commercial Officer: M. Jonathan Visser

Mr. ~~Vice President of Purchasing and Operations: Richard "Cory" Sawatzki~~

~~Mr. Sawatzki has been Vice President of Purchasing and Operations for us~~ [Visser has served as our Chief Commercial Officer since January August 2025. He has also served as Vice President of Purchasing and Operations for USBH, and AGI since October 2023.](#) He previously served as Vice President of ~~Purchasing for us, USBH, and AGI from September 2018 to October 2023.~~

Vice President of Sales: M. Jonathan Visser

~~Mr. Visser has served as Vice President of Sales for us, PIFC and AGI since from January 2025. He previously served to August 2025, and~~ as AGI's Vice President of National Programs from May 2024 until December 2024. He is also President and Owner of (i) The Visser Agency, Inc. since November 2022, which owns an agency of Allstate Insurance and Allstate Financial Services, and (ii) Guanaco Global LLC since May 2021. Prior to joining us, he was COO for HempFusion Wellness Inc., in Denver, Colorado, from January 2020 to June 2023.

Unless otherwise stated above, each individual listed in Item 2 maintains an office at our headquarters in Lakewood, Colorado.

ITEM 3 LITIGATION

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

Initial Franchise Fee

You must pay us an initial franchise fee ("Initial Franchise Fee") of \$55,000, which is payable when you sign the Franchise Agreement. The initial franchisee fee includes initial training for you (or your Managing Owner) plus your Certified Manager. You will pay all travel, hotel, incidentals, and living expenses related to you or your manager's training. Your Initial Franchise Fee is fully earned and non-refundable when paid.

We are a member of the International Franchise Association ("IFA"). We participate in the IFA's VetFran program and Diversity Discount Initiative. These one-time incentives are offered only to new franchisees in connection with their first-time purchase of a new franchise and are not available to existing franchisees.

We currently offer a reduced Initial Franchise Fee under the following circumstances:

1. If you (or each and every one of your owners if you are an Entity) are (a) an honorably discharged United States veteran or the spouse of an honorably discharged United States veteran, and (b) you are a new franchisee (that is, the Franchise Agreement is your first franchise agreement with us and neither you nor any affiliate is an existing franchisee of ours as of the Effective Date), the amount of your Initial Franchise Fee described above will be reduced by twenty percent (20%).
2. If you (or each and every one of your owners if you are an Entity) are (a) a United States citizen and a woman, and (b) you are a new franchisee (that is, the Franchise Agreement is your first franchise agreement with us and neither you nor any affiliate is an existing franchisee of ours as of the Effective Date), the amount of your Initial Franchise Fee described above will be reduced by eight percent (8%).
3. If you (or each and every one of your owners if you are an Entity) are (a) a United States

no specific formula for determining and no maximum cap on potential changes to this fee. Absent a substantial change in the mandatory or optional components of the Managed Services Program, this fee will not increase by more than 100% during the initial term of your agreement.

Managed Services Program fees are payable on the last day of each calendar month, starting the ninety days following execution of the Franchise Agreement. The fee is calculated based on the granting of access to each of the mandatory and selected optional services. We may collect the Managed Services Fee as a deduction from your Gross Margin.

5. Our network conference is generally held once a year in varying locations in the United States and typically lasts 1 - 2 days. Our network conference offers classes taught by subject-matter experts, demonstrations and visual displays, which introduce franchisees to the newest technologies emerging in the industry and teach marketing and strategic skills to help build our franchisees' businesses. It also provides robust peer-to-peer (formal and informal) learning opportunities. Portions of our network conference may be held jointly with other brands of our affiliates. We reserve the right to conduct all or part of our network conference via teleconference, video conference, or through other remote/virtual means. We reserve the right to adjust the amount of the network conference fee, though it will not increase by more than 100% during the initial term of your agreement.
6. Audit fees are determined by the condition of your records, the volume of records and transactions, the scope of work necessary, travel time and costs, length of time necessary to conduct the audit, and other unpredictable elements.
7. In certain cases, the Transfer Fee may be waived under our Legacy Program. We reserve the right to change the Legacy Program at any time.

ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of payment	When Due	To Whom Payments Is to be Made
Initial Franchise Fee	\$55,000 (Note 1)	Lump Sum	Upon signing the Franchise Agreement	Us
Initial Marketing Fee	\$10,000 (Note 1)	Lump Sum	Upon signing the Franchise Agreement	Us
Travel, lodging, food and other expenses while training	\$ 2 1,500 - \$5,000	As incurred	During training	Airlines, hotels, and restaurants
Equipment, computer hardware and supplies	\$ 2,500 1,000 - \$3,000 (Note 2)	As incurred or leased	As negotiated	Suppliers
Misc. Opening Costs	\$2,000 - \$3,000 (Note 3)	As incurred	As incurred	Suppliers, utilities, business licenses and permits, insurance, etc.
Franchise Ledger Reserve Buffer	\$5,000 (Note 4)	As incurred	As incurred	Reserve for suppliers
Advertising – 3 Months	\$6,600 (Note 5)	As incurred	As incurred	Us and suppliers

Type of Expenditure	Amount	Method of payment	When Due	To Whom Payments Is to be Made
Additional Funds – 3 Months	\$5,000 – \$10,000 <u>11,600</u> - \$16,600 (Note 64)	As incurred	As incurred	Hired suppliers, accountants, employees, etc. This does not include a salary draw or living expenses.
TOTAL	\$88,600 – \$9781,100 - <u>\$92,600</u> (Note 85)			

Explanatory Notes:

1. Unless otherwise stated, these amounts are non-refundable. These estimates do not include the cost to purchase the business of one of our existing franchisees under a transfer, which may substantially increase your initial investment. Sales tax is not included in these fees but may be payable. We offer a reduced Initial Franchise Fee by twenty percent (20%) under the IFA’s VetFran program and Diversity Discount Initiative as described in Item 5. We describe the Initial Franchise Fee and Initial Marketing Fee in Item 5. As described in Item 5, we offer a payment plan if you sign your Franchise Agreement within thirty (30) days of receiving your post-Discovery Day approval letter.
2. This includes the purchase of a computer, software, phone, office furniture and supplies.
3. These miscellaneous costs include legal fees, business entity organization expenses, employee training, insurance and licenses. We strongly recommend that you hire a lawyer, accountant, or other professionals to advise you on this franchise offering. Rates for professionals can vary ~~significantly~~ based on locale, area of expertise, and experience.
- ~~4. Carrier cost is estimated initially for freight, and true cost will be reflected in the final invoice. We retain this amount from collections as a reserve to offset variance in future carrier costs.~~
- ~~5. This estimates the cost of advertising for the first 3 months after opening. You must determine what type of marketing is best for your location and circumstance with our approval.~~
- ~~64.~~ This estimates other additional funds that you may initially require. ~~If sales are low, you also need to budget extra for salaries and labor. Employee compensation is between you and your employee and may vary widely. In addition, you need to include an amount payable to you. This amount is not included in our estimate.~~ We have relied on the experience of our principals and franchisees to compile these estimates.
- ~~75.~~ We expect that you will operate your Franchised Business remotely as a home-based business, and the above estimate is based on this expectation. Nevertheless, if you voluntarily choose to do so, you may rent your own commercial space from which to operate the Franchised Business. If you rent space for your office, rental rates will vary based on the location and size of the office premises. You will likely incur costs for a lease deposit and applicable utility deposits. You should investigate all real estate costs thoroughly before signing a lease if you decide to rent space for your office.
- ~~86.~~ These figures are estimates for the development of one Franchised Business. ~~Tariffs and worldwide events may directly or indirectly impact various costs.~~ All purchase agreements or leases must be negotiated with suppliers. For any items purchased from us, we require immediate payment. We do not offer direct or indirect financing for any item (see Item 10).

If we require an item or product to be purchased from an approved supplier and you wish to purchase it from a supplier we have not approved, you must submit to us a written request for approval or request the supplier itself to do so. We may grant or deny approval for a proposed supplier at our option. You must provide to us the proposed alternative supplier's name, qualifications, and any other information we request, as well as samples, to enable us to evaluate whether the proposed item or product complies with our standards and specifications and whether the supplier meets our criteria. We also have the right to inspect the supplier's operational facilities. ~~You will bear all actual expenses incurred by us in connection with determining whether we will approve an item, service, or supplier. You must reimburse us for the costs that we incur in the supplier approval process, including the facility inspection. Any such costs or reimbursements are not refundable, regardless of whether or not we approve a supplier. While we do not charge franchisees a fee to evaluate the proposed supplier, we reserve the right to charge each proposed supplier a reasonable fee in reviewing a proposed brand or supplier.~~ We may consider the following general criteria is deciding whether a supplier may be designated as an approved source: the ability of the supplier to make the product to our standards and specifications; a willingness by the supplier to cooperate and work with you and other franchisees; the supplier's production and delivery capabilities; the financial condition of the supplier; the ability and willingness of the supplier to train you and us on the effective and safe use of the product; and the supplier's professional competence and performance abilities. We will attempt to notify you of our approval or disapproval within a reasonable time, generally 90 days after receipt of the written notice, requested information and samples, and facility inspection. The request will be deemed rejected if we do not approve the request in writing within such 90-day period. You may not purchase or lease the item, product, or service from the supplier until and unless we have approved the supplier in writing. We can revoke our approval of any supplier at any time upon 30 days' written notice to you.

Revenue from Franchisee Purchases and Payments from Approved Suppliers

Neither we nor our affiliates currently derive revenue or other material consideration from required purchases or leases that you make from us or from our affiliates, but we and our affiliates reserve the right to do so in the future. We or our affiliates have the right to retain all such amounts received based on your direct purchases or leases, and have the right to use such amounts without restriction for any purpose we or our affiliates deem appropriate. In the fiscal year ending December 31, 2024, we and our affiliates did not receive any payments from our franchisees for required purchases or leases of products or services.

We or our affiliates reserve the right to derive revenue or other consideration from your dealings with approved suppliers in the form of rebates, cash payments, discounts, promotional allowances, and/or other payments based on franchisees' purchases from such approved suppliers. We or our affiliates reserve the right to retain all of the rebates, commissions, or other consideration we or they are paid, and have the right to use these amounts without restriction (unless we or our affiliates agree otherwise with the supplier) for any purpose we or our affiliates deem appropriate. In addition, we may charge carriers and other approved suppliers a fee to attend and sponsor conferences or other systemwide or regional events. For the fiscal year ending December 31, 2024, neither we nor any of our affiliates received any such payments or other consideration from any approved supplier based on franchisees' purchases or leases of required products or services from such approved supplier.

Percentage of Total Purchases Represented by Required Purchases

We estimate that the cost of required purchases or leases you must make from approved suppliers or in accordance with our specifications will represent approximately 5% to 7% of your overall initial investment to establish and open the Franchised Business and will represent approximately 90% to 95% of your overall ongoing expenses for the operation of the Franchised Business.

Cooperatives

Obligation	Section in Agreement	Disclosure Document Item
(l) On-going product/service purchases	Sections 5.2.,5.6, 6.5, 7.3, 9.2, 10, and 11.5 of Franchise Agreement	Items 8 and 11
(m) Maintenance, appearance and remodeling requirements	Sections 4.3, 10.5, and 17.1.9 of Franchise Agreement	Item 11
(n) Insurance	Section 10.9 of Franchise Agreement	Items 6, 7, 8, and 11
(o) Advertising	Section 1 and 11 of Franchise Agreement	Items 6, 8, and 11
(p) Indemnification	Sections 6.12 and 9 of Franchise Agreement	Item 6
(q) Owner's participation/management/staffing	Sections 3.2.3, 5., 9.2, 10.8, and 20.1 of Franchise Agreement	Items 1, 11, 15, and 17
(r) Records/reports	Section 12 of Franchise Agreement	Items 8 and 11
(s) Inspections/audits	Section 13 of Franchise Agreement	Item 6 and 11
(t) Transfer	Section 15 of Franchise Agreement	Items 5, 7, and 17
(u) Renewal	Section 3.2 of Franchise Agreement	Item 17
(v) Post-termination obligations	Sections 15.3.10 and 17 of Franchise Agreement	Item 17
(w) Non-competition covenants	Sections 14, 15.3 and 17 of Franchise Agreement, Section 2 of Schedule C (Guaranty and Assumption of Obligations)	Item 17
(x) Dispute resolution	Sections 18 and 19 of Franchise Agreement and Section 2 of Schedule C (Guaranty and Assumption of Obligations)	Item 17
(y) Other: Guaranty	Sections 2.5 and 15.2 of Franchise Agreement Schedule C (Guaranty and Assumption of Obligations)	Items 1 and 15

ITEM 10 FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease, or any other obligation.

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

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

Pre-Opening Obligations

Before you open your Franchised Business:

1. We will provide you with the names of approved and designated carriers and other suppliers, and written specifications for required products or services. We may change carriers and/or renegotiate the terms of our carrier agreements at any time. (Franchise Agreement – Sections 4 and 10.)
2. We will provide you the “Operations Manual,” which include our mandatory and advisory policies, procedures, and other information and resources, of which we may make available digitally. The manual is confidential, is and will remain our property, and may be used by you only in association with the World Options Franchised Business and only during the term of the franchise agreement. You must keep your copy of the manual at your Franchised Business site at all times. You must keep the contents of the manuals confidential. The table of contents for our Operations Manual are included in Exhibit E. The total number of pages for our Operations Manual is ~~1388~~86 (Franchise Agreement – Section 5.6.).
3. We will provide an initial training program to you or your Managing Owner and one additional

other managers incur in attending any initial or replacement training programs. If, at any time, the Managing Owner or Certified Manager is replaced with another, we must approve the replacement and this individual must successfully complete the new franchisee training programs as determined at our option. Replacement training will be at your expense, including then-current training fees, travel, hotel, and incidentals. We reserve the right to conduct all or part of any training via teleconference, video conference, or through other remote/virtual means. (Franchise Agreement – Section 5.1.)

We can terminate the Franchise Agreement if you or the Managing Owner does not successfully complete our initial training program prior to commencing operations of the Franchised Business. (Franchise Agreement – Sections 5.1., 6.2. and 16.1.) You must pay all expenses that you or your Managing Owner, and any additional attendees incur, including, without limitation, travel, lodging, meals, entertainment, and salary. (See Item 5.) (Franchise Agreement – Sections 5.1 and 6.2.)

We may require you (or your Managing Owner) or Certified Manager to attend any additional and refresher training programs that we designate (including, without limitation, if you fail any inspection, commit an operational default, or fail to satisfy minimum carrier sales obligations). If we require (or you request) such additional or refresher training or assistance, you must pay us our then-current fees and you will reimburse us for the travel, lodging, and living expenses of our personnel or designees. You are solely responsible for the compensation, travel, lodging and living expenses you, your Managing Owner, and your other managers incur in attending any additional or refresher training programs. At our sole option, such additional or refresher training or assistance may take place at your Franchised Business, at another World Options Business, at our training facility, at another location we designate, or online, via teleconference or video conference, or through other remote or virtual means.

We will provide additional assistance and guidance through our Operations Manual, System Standards, or other written materials, telephone conversations and/or meetings via online video platform (Zoom, Google Meet, Teams, etc.) or in person in connection with an inspection of the Franchised Business. We reserve the right to charge you a fee for any additional assistance we provide.

Initial Training is held virtually, though we reserve the right to conduct any trainings remotely, at World Options Headquarters in Lakewood, CO, or at the premises of any World Options Business. You will also have access to any online trainings we may develop. Carriers you work with may require you to participate in training with their carrier representative.

We offer initial training at regular intervals throughout the year, generally 6-8 per year. The subjects, hours, and locations of our initial training program are as follows:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
<p>New Owner Initial Sales and Operations Training Introduction to World Options; history of overnight industry; introduction to sales techniques; managing a franchise:</p> <ul style="list-style-type: none"> - Market Knowledge - Carrier Training - DUP Checking - Admin Portal - Customer Setup - Customer Portal 	<p>816-20</p>	<p>0</p>	<p>Virtual</p>

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
<ul style="list-style-type: none"> - Quick Quote - Booking Process - Tracking - Ship Manager - Sales process and strategies - Sourcing leads and lead conversion - Sales goals - Sales activities - Time management - Local marketing strategy 			
<p>Basic Sales Training</p> <p>1) Role play and test:</p> <ul style="list-style-type: none"> — Sales process — Sales skills — Cold calls — Product knowledge — Selling via telephone and virtual platforms <p>2) Building a Sales Plan</p> <p>3) Developing and executing a sales prospecting plan</p> <p>4) Activities and disciplines for prospecting assessment</p> <p>5) Proposal knowledge</p> <p>6) Setting appointments with new potential customers</p>	6	0	Virtual
<p>World Options Marketing Strategies</p> <ul style="list-style-type: none"> — Define your target audience: understand who your ideal customers are, their needs, and preferences — Set clear goals: establish specific, measurable objectives for your marketing efforts — Analyze the Market: research competitors, industry trends, and customer behavior — Craft a unique value proposition: clearly communicate your story, what sets your product or service apart 	2	0	Virtual
<p>Development Program</p> <ul style="list-style-type: none"> - Weekly group sessions with Franchise Development Manager reviewing activities, sales outcomes, gap training - Self-Learning & Live Application Training: lead generation, system applications, shipment pricing and processing, sales process applications 	0	12-15	Virtual
<p>In-Person Sales Days</p> <ul style="list-style-type: none"> - Effective sales strategies to grow revenue - Setting targets for new and retained business - Live prospecting, cold calling - Live retention activities with existing customers 	0	16-24 12	Headquarters (Lakewood, CO)

The hours provided above are approximate and are subject to change. Initial training uses printed and

electronic instructional materials. We may modify the curricula and/or course content at our discretion. We reserve the right to conduct all or part of any training programs via teleconference, video conference, or through other remote/virtual means.

Initial training may be provided by the following instructors: Clain Udy, who has 30 years of experience in developing and managing training infrastructure (with World Options brand since March 2024); Ryan Scott, who is our Director of Learning and Development and has 14 years of training experience (with World Options brand since August 2024); Kailyn Nevarez, who has 11 years of experience in education, as well as operations experience, (with World Options brand since January 2025); ~~and~~ Greg Pascucci, who has 15 years of experience in education, including 10 years in franchising, as well as expertise in sales, (with World Options brand since August 2024); [Troy Miller, who is our Shipping Support Specialist and has 7 years of experience in the shipping, freight, and logistics industry \(with World Options brand since July 2025\); and Dewey Clark, who is our Brokerage Consultant and has 3 and a half years of experience supporting our World Options franchise partners \(with World Options since January 2022\).](#) We can change the training personnel as necessary. We anticipate that training personnel will have at least one year of experience in the area for which they provide training.

We currently provide you with ongoing coaching assistance at headquarters or remotely during the first three months after you start your business. During this time, our representative will work with you to assist you with the various aspects of your business. If you request in-person assistance at your location, you must pay the trainers for the time spent at our then-current daily rate, which is currently five hundred dollars (\$500) per day per trainer, plus reimbursement to us for the trainer's travel, lodging, and food expenses.

After your World Options Business opens, any new or replacement Managing Owner or Certified Manager must be trained at your expense within 7 days of hire. You must pay our then-current fee for any replacement, additional, or refresher training, and you will bear the costs of travel, food, lodging and salaries of your employees during this training. Our current fee for this replacement, additional, or refresher training is \$500 per trainer per day. As an alternative, we may, at our election, train your Managing Owner or Certified Manager at your place of business for a fee of at least \$750 per trainer per day, plus you will reimburse us for the travel, food, lodging, and living expenses for each trainer. We may conduct all or part of any training at your Franchised Business, at another World Options Business, at our training facility, at another location we designate, or online, via teleconference or video conference, or through other remote/virtual means. (Franchise Agreement – Sections 5.1, 5.3.)

You or your Managing Owner must attend any network conference we may hold or sponsor, generally once per year. You must pay our then applicable network conference registration fee upon registering. If you (or your Managing Owner if you have one) does not attend a network conference, you will be charged for one conference registration fee. You or your Managing Owner (or, with our permission, your Certified Manager) must attend system-wide meetings, teleconferences, or web-conferences that we require, including any meetings relating to new services, new operational procedures or programs, training, business management, sales or sale promotion or similar topics. We reserve the right to charge you a fee to attend any meetings, programs or other trainings we require. We may conduct all or part of our network conference or meetings via teleconference, video conference, or through other remote/virtual means. (Franchise Agreement – Section 5.5.)

ITEM 12 TERRITORY

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

Provision	Section in Franchise or Other Agreement	Summary
(i) Your obligations on termination/nonrenewal	Section 17	Pay all amounts due us, pay liquidated damages, stop using and return Operations Manual, System Standards, and other materials, stop using and deliver to us all customer data and artwork, assign to us the business telephone number and telephone listing or (at our option) disconnect the telephone number, remove all signs and other materials containing any Marks, complete de-characterization of Franchised Business, cancel all fictitious or assumed name filings, cease using Confidential Information (including customer data and artwork), agree not to divert Business customers to any competing business for 2 years, and redecorate the Premises (also see o, r below)
(j) Assignment of contract by us	Section 15.1	No restriction on our right to assign. Assignee must fulfill our obligations under the agreement.
(k) "Transfer" by you defined	Section 15.2.	Includes transfer of Franchise Agreement, Franchised Business or its assets, ownership change, and sale of substantially all of the Franchised Business assets.
(l) Our approval of transfer by you	Section 15.2. and 15.3	We have the right to approve all transfers, but will not unreasonably withhold approval.
(m) Conditions for our approval of transfer	Section 15.3	New franchisee qualifies and completes training, all amounts owed us or our affiliates are paid, and you are in good standing, new franchisee assumes existing Agreement or (at our option) signs then-current agreement, we approve material terms of transfer agreement, subordinate amounts due to you; transfer fee paid by you or transferee; you sign general release; and sign other documents we require. (Also see (r) below.)
(n) Our right of first refusal to acquire your business	Section 15.6	We can match any offer for your franchise and Franchised Business or an ownership interest in an owner of the Franchised Business.
(o) Our option to purchase your business	Section 17.2	When the Franchise Agreement expires or terminates, we may purchase the assets of the Franchised Business at fair market value.
(p) Your death or disability	Section 15.4	Franchise must be assigned by estate to an approved buyer within reasonable time not exceeding 12 months.
(q) Non-competition covenants during the term of the franchise	Section 14	Not engage in any other business or activity that conflicts with your obligations to run the Franchised Business. No direct or indirect controlling ownership interest in, or performing of services for, any competitive business in the United States. No diverting business or customers from World Options, or any other activity that would harm the business or goodwill of World Options. Non-competition provisions are subject to state law.
(r) Non-competition covenants after the franchise is terminated or expires	Sections 14 and 17	No direct or indirect interest in a competitive business located or operating within 50 miles of the Premises or the premises of any World Options Business for 2 years. Non-competition provisions are subject to state law.
(s) Modification of the agreement	Section 5, 7, 10, 14.5, and 19.6	No modifications generally of Franchise Agreement , except in writing. We may modify Operations Manual, System Standards, Marks, System, and Products/services to be offered to your Franchised Business; a <u>written agreement signed by the parties.</u>
(t) Integration/merger clause	Section 19.13	Only the terms of the Franchise Agreement (including the schedules and exhibits thereto and the System Standards and Operations Manual) are binding (subject to state law). Any representations or promises made outside the Disclosure Document and Franchise Agreement may not be enforceable.
(u) Dispute resolution by arbitration or mediation	Section 18, 19	Except for actions we bring for monies owed, injunctive or extraordinary relief, regarding the Marks or for real estate, non-binding mediation must be completed before litigation is commenced (subject to applicable law), and thereafter, all disputes will be subject to binding arbitration in the Denver, Colorado metropolitan area. These provisions are subject to state law.

Median	\$742,608	\$909,387	\$133,612	\$159,562	\$16,380	\$29,335
High	\$1,852,406	\$2,119,988	\$353,527	\$396,335	\$32,341	\$49,302
Low	\$4,041	\$98,570	\$924	\$8,628	\$4,381	\$19,714

¹ Gross Sales means the total revenue derived from the sale of goods or services less sales tax, discounts, allowances, and returns. Of the four franchised businesses in Table 19-1 operating throughout 2023, 2 (50%) met or exceeded the average Gross Sales for 2023. Of the three franchised businesses in Table 19-1 operating throughout 2024, 1 (33%) met or exceeded the average Gross Sales for 2024.

² Gross Margin means gross sales minus carrier costs. Gross Margin has not yet subtracted royalties, payments due to the franchisor, and other costs and expenses of providing services for the franchise system. Of the four franchised businesses in Table 19-1 operating throughout 2023, 2 (50%) met or exceeded the average Gross Margin for 2023. Of the three franchised businesses in Table 19-1 operating throughout 2024, 1 (33%) met or exceeded the average Gross Margin for 2024.

³ Of the four franchised businesses in Table 19-1 operating throughout 2023, 2 (50%) met or exceeded the Average Sales per Client for 2023. Of the three franchised businesses in Table 19-1 operating throughout 2024, 1 (33%) met or exceeded the Average Sales per Client for 2024.

“Median” is the numerical value separating the higher half of the sample from the lower half of the sample. Approximately 50% of the businesses in Table 19-1 met or exceeded the stated medians.

~~A World Options franchise business’ Gross Sales may vary widely. Numerous factors will affect a particular World Options business’ sales, including goodwill and name recognition in the market; length of time in business; nearby businesses; the local market and competition from other shipping and transportation service businesses; general economic conditions; and customer satisfaction.~~

~~You should conduct an independent investigation of the costs and expenses you will incur in operating your franchised business. Franchisees or former franchisees, listed in this Disclosure Document, may be one source of this information.~~

Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Other than the preceding financial performance representation, we do not make any financial performance representations. 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 Kathleen Panek, 143 Union Blvd., Suite 625, Lakewood, Colorado 80228, (800) 955-6246, the Federal Trade Commission, and the appropriate state regulatory agencies.

Current and Former Franchisees

Please see Exhibit B for a list of each of our franchisees and the address and telephone numbers of their businesses as of December 31, 2024. Exhibit B-1 lists the name, city and state and current business telephone number, or the last known home telephone number of franchisees who have had outlets terminated, canceled, or not renewed or who otherwise have voluntarily or involuntarily ceased to do business under our Franchise Agreement during the last fiscal year, or who have not communicated with us within 10 weeks of the issuance date of this Disclosure Document. **If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.** Your contact information may also be disclosed to other buyers while you are a current World Options franchisee.

During the last three fiscal years, current and former franchisees have signed confidentiality clauses. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with World Options. 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.

Franchisee Associations

There are currently no franchisee organizations or associations associated with the World Options brand.

ITEM 21 FINANCIAL STATEMENTS

Exhibit C to this Disclosure Document contains our audited financial statements as of December 31, 2024 and 2023, and for the years ending December 31, 2024, 2023, and 2022, together with the independent auditors' report. [In addition, we have included unaudited financial statements for the period beginning January 1, 2025 through September 30, 2025.](#) Our fiscal year end is December 31st.

ITEM 22 CONTRACTS

The following agreements are exhibits to this Disclosure Document:

- (a) Franchise Agreement (with Schedules A-D) – Exhibit A
- (b) State Specific Addenda and Agreement Riders – Exhibit F
- (c) Contracts for use with the World Options Franchise – Exhibit G

ITEM 23 RECEIPTS

Attached as the last two pages of this Disclosure Document are duplicate Receipts to be signed and dated by you. Keep one for your records and return the other one to us.

WORLD OPTIONS, INC.

FINANCIAL STATEMENTS

Years Ended December 31, 2024, 2023, and 2022

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INDEPENDENT AUDITOR'S REPORT

To the Stockholder of
World Options, Inc.

Opinion

We have audited the financial statements of World Options, Inc., which comprise the balance sheets as of December 31, 2024 and 2023, and the related statements of operations, stockholders' deficit, and cash flows for the years ended December 31, 2024, 2023 and 2022, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of World Options, Inc. as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years ended December 31, 2024, 2023 and 2022, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about World Options, Inc.'s ability to continue as a going concern for one year after the date that the financial statements are issued.

Auditor's Responsibilities for the Audit of the Financial Statements

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of World Options, Inc.'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 World Options, Inc.'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.

Squire & Company, P.C.

Orem, Utah
February 20, 2025

WORLD OPTIONS, INC.**BALANCE SHEETS**

December 31, 2024 and 2023

	2024	2023
ASSETS		
Current Assets:		
Cash	\$ 87,396	\$ 53,530
Accounts receivable, net	365,853	158,801
Related party receivable	205,398	6,559
Prepaid expenses	12,697	-
Current portion of prepaid commissions	24,786	-
Current portion of note receivable	133,514	57,713
Total current assets	<u>829,644</u>	<u>276,603</u>
Other Assets:		
Deferred tax asset	39,761	12,379
Deposit	11,250	11,250
Prepaid commissions	92,331	-
Note receivable, less current portion	158,503	282,429
Total other assets	<u>301,845</u>	<u>306,058</u>
Total assets	<u>\$ 1,131,489</u>	<u>\$ 582,661</u>
LIABILITIES AND STOCKHOLDER'S DEFICIT		
Current Liabilities:		
Accounts payable	\$ 125,475	\$ 162,546
Related party payable	252,511	19,684
Accrued liabilities	26,550	9,548
Current portion of deferred franchise fees	44,350	18,641
Stockholder payable	-	186,896
Total current liabilities	<u>448,886</u>	<u>397,315</u>
Long-Term Liabilities:		
Deferred franchise fees, less current portion	182,516	9,089
Note payable to stockholder	2,534,297	1,533,297
Total long-term liabilities	<u>2,716,813</u>	<u>1,542,386</u>
Total liabilities	3,165,699	1,939,701
Stockholder's Deficit:		
Common stock, \$0.001 par value; 10,000 shares authorized, 5,000 shares issued, and 5,000 shares outstanding	5	5
Additional paid-in capital	212,999	212,999
Accumulated deficit	(2,247,214)	(1,570,044)
Total stockholder's deficit	<u>(2,034,210)</u>	<u>(1,357,040)</u>
Total liabilities and stockholder's deficit	<u>\$ 1,131,489</u>	<u>\$ 582,661</u>

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

WORLD OPTIONS, INC.
STATEMENTS OF OPERATIONS

Years Ended December 31, 2024, 2023, and 2022

	2024	2023	2022
Revenue:			
Shipping revenue	\$ 3,621,589	\$ 3,029,768	\$ 16,339,049
Franchisee fees	42,264	51,775	81,662
Total revenue	3,663,853	3,081,543	16,420,711
Cost of Revenue	3,235,663	2,330,117	15,305,746
Gross Income	428,190	751,426	1,114,965
Operating Expenses:			
Payroll and payroll taxes	715,780	799,196	1,020,662
General and administrative	235,648	185,038	211,366
Professional fees	121,561	143,081	27,921
Occupancy	8,758	17,702	33,086
Bad debt	-	58,817	-
Total operating expenses	1,081,747	1,203,834	1,293,035
Operating Loss	(653,557)	(452,408)	(178,070)
Other Income (Expense):			
Interest income	16,875	3,054	-
Interest expense	(66,754)	(34,066)	(24,086)
Total other income (expense)	(49,879)	(31,012)	(24,086)
Loss before Income Taxes	(703,436)	(483,420)	(202,156)
Income Tax Benefit (Expense)	26,266	(26,546)	(15,644)
Net Loss	\$ (677,170)	\$ (509,966)	\$ (217,800)

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

WORLD OPTIONS, INC.
STATEMENTS OF STOCKHOLDER'S DEFICIT
Years Ended December 31, 2024, 2023 and 2022

	Common Stock		Additional Paid-in Capital	Accumulated Deficit	Total Stockholder's Deficit
	Shares	Amount			
Balance at December 31, 2021	5,000	\$ 5	\$ 212,999	\$ (842,278)	\$ (629,274)
Net loss	-	-	-	(217,800)	(217,800)
Balance at December 31, 2022	5,000	5	212,999	(1,060,078)	(847,074)
Net loss	-	-	-	(509,966)	(509,966)
Balance at December 31, 2023	5,000	5	212,999	(1,570,044)	(1,357,040)
Net loss	-	-	-	(677,170)	(677,170)
Balance at December 31, 2024	<u>5,000</u>	<u>\$ 5</u>	<u>\$ 212,999</u>	<u>\$ (2,247,214)</u>	<u>\$ (2,034,210)</u>

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

WORLD OPTIONS, INC.
STATEMENTS OF CASH FLOWS

Years Ended December 31, 2024, 2023 and 2022

	2024	2023	2022
Cash Flows from Operating Activities:			
Net loss	\$ (677,170)	\$ (509,966)	\$ (217,800)
Adjustments to reconcile net loss to net cash used by operating activities:			
Credit loss expense	-	58,817	-
Issuance of note receivable	-	(367,088)	-
Deferred income taxes	(27,382)	26,546	15,644
Changes in operating assets and liabilities:			
Accounts receivable	(207,052)	84,313	388,876
Related party receivable	(198,839)	(6,559)	108,508
Prepaid expenses	(12,697)	-	-
Prepaid commissions	(117,117)	-	-
Accounts payable	(37,071)	(95,129)	(365,708)
Related party payable	232,827	19,684	-
Accrued expenses	17,002	1,443	(148)
Accrued interest	66,754	34,066	23,636
Deferred revenue	199,136	(51,775)	(81,662)
Other noncurrent liabilities - related party	(186,896)	-	-
Total adjustments	<u>(271,335)</u>	<u>(295,682)</u>	<u>89,146</u>
Net cash used by operating activities	(948,505)	(805,648)	(128,654)
Cash Flows from Investing Activities:			
Principal collection on note receivable	48,125	26,946	-
Cash Flows from Financing Activities:			
Issuance of note payable to stockholder	1,032,973	737,625	77,000
Forgiveness of note payable to stockholder	<u>(98,727)</u>	<u>-</u>	<u>-</u>
Net cash provided by financing activities	934,246	737,625	77,000
Change in Cash	33,866	(41,077)	(51,654)
Cash at Beginning of Year	<u>53,530</u>	<u>94,607</u>	<u>146,261</u>
Cash at End of Year	<u><u>\$ 87,396</u></u>	<u><u>\$ 53,530</u></u>	<u><u>\$ 94,607</u></u>

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

WORLD OPTIONS, INC.
NOTES TO FINANCIAL STATEMENTS

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The following summary of significant accounting policies of World Options, Inc. (the Company) is presented to assist in understanding the Company's financial statements. The financial statements and notes are representations of the Company's management, which is responsible for their integrity and objectivity. These accounting policies conform to accounting principles generally accepted in the United States of America.

Business Activity

The Company was organized as a C-Corporation on February 5, 2016, in the state of Utah as World Options, Inc. The Company was created as an authorized reseller of United Parcel Service, Inc. (UPS) and to provide franchise services. The Company provides proper shipping documentation and schedules the retrieval of packages with UPS for customers. The Company is wholly owned by World Options, Ltd., which is operated in the United Kingdom.

During the year ended December 31, 2024, five new franchises and agent locations were opened. The number of franchised and agent operated outlets in operation were nine at December 31, 2024. At December 31, 2024, two franchises and two agent locations were not open and operating, respectively.

During the year ended December 31, 2023, no new franchises or agent locations were opened or closed.

During the year ended December 31, 2022, no new franchises or agent locations were opened or closed.

Accounts Receivable

Accounts receivable represents amounts due to the Company for shipments delivered to desired destinations. The Company periodically evaluates the collectability of its accounts receivable and establishes an allowance for credit losses, when necessary, based on previous write-offs and the anticipated collectability of each account. Accounts receivable is presented net of an allowance for credit losses of \$49,613 for the years ended December 31, 2024, and 2023. The Company does not generally require collateral for its accounts receivable.

Revenue Recognition

The Company recognizes revenues from shipping, franchise sales, royalty and advertising and marketing fees. Franchise fee revenue is recognized on a straight-line basis over the term of the franchise of 60 months after all significant obligations related to the franchise sale have been satisfied.

The Company recognizes shipment revenue once a package has been shipped, delivered, and billed to the Company by shipping carrier. Once this transaction has been completed, the Company sends invoices to the client.

Other performance obligations related to franchise sales including supply fees, additional service fees and technology fees are billed separately from the franchise fee and are recognized as revenue when the obligation is satisfied.

WORLD OPTIONS, INC.
NOTES TO FINANCIAL STATEMENTS

Franchisees are required to pay a percentage based on each individual contract of gross margin on sales as royalties and a percentage based on each individual contract of gross margin on sales as advertising and marketing fees. Royalties are recognized as revenue when billed based on weekly sales reports from franchisees. Advertising and marketing fees received from franchisees are recorded as a current liability until the advertising and marketing activities have been performed at which time, the associated revenue and expenses are recorded in the statement of operations.

Prepaid Commissions

Prepaid commissions consist of commissions paid for franchise fees. Prepaid commissions are amortized over the life of the franchise agreement.

Prepaid Expenses

Prepaid expenses consist of operating expenses paid in advance of the period from which an economic benefit is derived.

Deposit

Deposit consists of amounts paid in advance for web development services.

Income Taxes

The Company utilizes the asset and liability method of accounting for income taxes. Under the asset and liability method, deferred income taxes are provided based on the difference between the financials statement and tax basis of assets and liabilities as measured by the currently enacted tax rates in effect for the years in which those differences are expected to reverse. Deferred tax expense or benefit is the result of changes in deferred tax assets and liabilities.

Use of Estimates in Preparation of Financial Statements

The preparation of financial statements in conformity with generally accepted accounting principles 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.

Operating Lease Asset and Liability

The Company determines if an arrangement contains a lease at the inception of a contract. Operating lease assets represent the Company's right to use an underlying asset for the lease term and operating lease liabilities represent the Company's obligation to make lease payments arising from the lease. Operating lease assets and lease liabilities are recognized at the commencement date of the lease, renewal date of the lease or significant remodeling of the lease space based on the present value of the remaining future minimum lease payments. As the interest rate implicit in the Company's leases is not readily determinable, the Company utilizes its incremental borrowing rate, determined by class of underlying asset, to discount the lease payments. The operating lease assets also include lease payments made before commencement and are reduced by lease incentives.

WORLD OPTIONS, INC.
NOTES TO FINANCIAL STATEMENTS

Certain leases include one or more options to renew the lease. The exercise of the lease renewal is at the sole discretion of management. The depreciable life of the assets and leasehold improvements are limited by the expected lease term. The Company elected to account for leases as short-term leases if the lease has a term of 12 months or less and does not include an option to purchase the underlying asset that the Company is reasonably certain to exercise. Short-term lease expense is recognized on a straight-line basis over the lease term.

Credit Losses

The Company measures all expected credit losses for financial assets held at the reporting date based on historical experience, current conditions, and reasonable and supportable forecasts. The measurements were applicable to the following financial assets: accounts receivables and note receivable included in the balance sheets. The Company elects to estimate the expected credit losses using a loss rate method applied to groups of assets categorized based on similar risk characteristics. The loss rate is based on historical losses and other information available to management.

NOTE 2 – CONCENTRATIONS OF CREDIT RISK

Cash

At December 31, 2024, the carrying amount of deposits with financial institutions was \$87,396, and the bank balance was \$87,444, of which \$87,423 is covered by federal depository insurance.

Accounts Receivable and Revenue

At December 31, 2024, the two largest accounts receivable account balances total \$102,058 or 28% of total accounts receivable. For 2024, revenue from the Company's largest customer accounted for 71% of total revenue.

Accounts Payable and Purchases

At December 31, 2024, the three largest accounts payable account balances total \$125,475 or 100% of total accounts payable. For 2024, purchases from the Company's largest supplier accounted for 78% of total purchases.

WORLD OPTIONS, INC.
NOTES TO FINANCIAL STATEMENTS

NOTE 3 – INCOME TAXES

Income tax expense (benefit) for the years ended December 31, 2024, 2023 and 2022, consist of the following:

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Current:			
Federal	\$ -	\$ -	\$ -
State	1,116	-	-
	<u>1,116</u>	<u>-</u>	<u>-</u>
Deferred:			
Federal	(23,281)	21,226	12,509
State	(4,101)	5,320	3,135
	<u>(27,382)</u>	<u>26,546</u>	<u>15,644</u>
	<u>\$ (26,266)</u>	<u>\$ 26,546</u>	<u>\$ 15,644</u>

Deferred tax assets as of December 31, 2024, and 2023, consist of the following:

	<u>2024</u>	<u>2023</u>
Allowance for doubtful accounts	\$ 12,379	\$ 12,379
Deferred revenue	56,603	-
Deferred commissions	(29,221)	-
NOL carryforward	508,785	333,278
NOL carryforward allowance	<u>(508,785)</u>	<u>(333,278)</u>
	<u>\$ 39,761</u>	<u>\$ 12,379</u>

The Company had no unrecognized tax benefits as of December 31, 2024. The Company files tax returns in the U.S. federal, state of Utah, and state of Georgia jurisdictions and is not subject to U.S. federal or state examinations by authorities for years before 2020. During the years ended December 31, 2024, 2023 and 2022, the Company did not record a liability for uncertain income tax positions or any related interest or penalties.

NOTE 4 – RELATED PARTY TRANSACTIONS

Stockholder Payable

The stockholder payable results from expenses paid by the stockholder of the Company. These payments are occasionally offset by customer payments being paid to the stockholder on behalf of the Company. The payable has no repayment terms, is not collateralized, and does not bear interest.

WORLD OPTIONS, INC.
NOTES TO FINANCIAL STATEMENTS

Note Payable to Stockholder

The Company entered into a verbal agreement with the stockholder of the Company for a note payable. During the years ended December 31, 2024 and 2023, advances totaling \$1,032,973 and \$737,625, respectively were issued to the Company, accrued interest of \$66,754 and \$34,066 was added to the loan, respectively, and payments of \$97,727 and \$0, respectively, were applied against the note payable. The Company is accruing interest of 3.27% (calculated using the Bank of England's base rate) for the duration of the note. The amount owed on the note payable to stockholder at December 31, 2024 and 2023 totaled \$2,534,297, and \$1,533,297, respectively. The note payable is due upon demand. Management does not anticipate it will be due within the next twelve months, so it is classified as long-term.

Related Party Receivable/Payable

Receivables and payables to related parties result from expenses paid for or by companies related to the Company through common ownership. Receivable from related party was \$205,398 and \$6,559 at December 31, 2024 and 2023, respectively. Payable to related party was \$252,511 and \$19,684 at December 31, 2024 and 2023, respectively.

NOTE 5 – LEASES

The Company entered into two short-term office space leases. The lease terms expired June 2023 and August 2023. No further leases have been signed for the use of office space.

NOTE 6 – NOTE RECEIVABLE

On September 27, 2023, the Company issued a note for amounts owed for shipping services in the amount of \$400,000 to be paid interest free over three years. Interest was imputed using the risk-free rate on the day the note was issued (4.89%). The principal amount of the imputed note amount totaled \$367,088 on the date the note was issued. The note receivable was \$292,017 and \$340,142 at December 31, 2024 and 2023, respectively.

Future maturities of the note receivable based on the imputed balance are as follows:

<u>Year Ending December 31,</u>	<u>Amount</u>
2025	\$ 133,514
2026	158,503
	<u>\$ 292,017</u>

NOTE 7 – SUPPLEMENTAL INFORMATION TO STATEMENTS OF CASH FLOWS

The Company paid \$66,754, \$34,066 and \$24,086 for interest and \$1,116, \$0 and \$0 income taxes during the years ended December 31, 2024, 2023 and 2022, respectively.

WORLD OPTIONS, INC.
NOTES TO FINANCIAL STATEMENTS

NOTE 8 – FINANCIAL CONDITION

For the years ended December 31, 2024, 2023 and 2022, the Company incurred a net loss of \$677,170, \$509,966, and \$217,800, respectively, and had negative cash flows from operations of, (\$948,505), (\$805,648), and (\$128,654), respectively. The Company had a total stockholder's deficit of \$2,034,210 and \$1,357,040 at December 31, 2024 and 2023, respectively. To date, the Company's operations have been principally financed from proceeds from stockholder payables and notes. Management expects to continue to receive financing from the stockholder and the ultimate controlling parent company. The ultimate controlling parent company is MBE Worldwide S.p.A., which is a global commerce enabler for business and consumers providing e-commerce, fulfillment, shipping and marketing solutions that operates several successful franchising brands in the United States including Alphagraphics and PostNet. These affiliated brands will lend ongoing support from their experienced franchising executive teams to the Company. The benefit of this experienced team has already started to impact the number of new franchisees joining the Company, and Management expects this added support to increase the number of franchises over the next year and going forward.

NOTE 9 – SUBSEQUENT EVENTS

The Company has evaluated subsequent events through February 20, 2025, the date the financial statements were available to be issued.

UNAUDITED FINANCIAL STATEMENTS

THESE FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM.

Balance Sheet

World Options Inc

As of September 30, 2025

<u>Account</u>	<u>Sep 30, 2025</u>
Assets	
Current Assets	
Cash and Cash Equivalents	319,356
Accounts Receivable	807,131
Total Current Assets	1,126,488
Deposit on account	112,900
Deferred Tax Asset	548,546
Total Long Term Assets	661,446
Total Assets	1,787,934
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	301,759
Accruals	110,811
Total Current Liabilities	412,570
Long Term Liabilities	
Due to Stockholders	3,169,580
Deferred Revenue	92,045
Deferred Tax Allowance	508,785
Marketing Fund Control	58,743
Total Long Term Liabilities	3,829,153
Total Liabilities	4,241,723
Equity	
Additional Paid-in-Capital	212,999
Common Stock	5
Current Year Earnings	(407,282)
Retained Earnings	(2,259,511)
Total Equity	(2,453,789)
Total Liabilities and Equity	1,787,934

Income Statement (Profit and Loss)

World Options Inc

For the 9 months ended September 30, 2025

Accrual Basis

USD (United States Dollar)

Account	Jan-Sep 2025
Income	
Sales	
Shipping Revenue	2,448,310
Franchise Sale Fees	525,400
Total Income	2,973,710
Cost of Sales	2,625,560
Gross Profit	348,150
Operating Expenses	
Comp & Ben	262,546
Marketing & Events	104,802
Professional Services	79,487
General and administrative	22,772
Occupancy	1,992
	471,599
EBITDA	(123,449)
Exceptional Items - Expenses	285,440
Profit Before Tax	(408,889)
Income Tax Expense	1,607
Net Income	(407,282)

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

STATE	STATE ADMINISTRATOR/AGENT	ADDRESS
California	Commissioner of Financial Protection and Innovation California Department of Financial Protection and Innovation	320 West 4 th Street, Suite 750 Los Angeles, CA 90013-2344 1-866-275-2677 www.dfpi.ca.gov Ask.DFPI@ca.gov
Hawaii (State Administrator)	Commissioner of Securities Dept. of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch	335 Merchant Street Room 203 Honolulu, HI 96813
Illinois	Illinois Attorney General	500 South Second Street Springfield, IL 62706
Indiana (State Administrator)	Indiana Securities Commissioner Securities Division	302 West Washington Street, Room E111 Indianapolis, IN 46204
Indiana (Agent)	Indiana Secretary of State	302 West Washington Street, Room E018 Indianapolis, IN 46204
Maryland (State Administrator)	Office of the Attorney General Division of Securities	200 St. Paul Place Baltimore, MD 21202-2020
Maryland (Agent)	Maryland Securities Commissioner	200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Department of Attorney General Consumer Protection Division	G. Mennen Williams Building, 1 st Floor 525 West Ottawa Street Lansing, MI 48933
Minnesota	Commissioner of Commerce Minnesota Department of Commerce	85 7 th Place East, Suite 280 St. Paul, MN 55101-2198
New York (State Administrator)	NYS Department of Law Investor Protection Bureau	28 Liberty Street, 21 st Floor New York, NY 10005 212-416-8222
New York (Agent)	New York Secretary of State	One Commerce Plaza 99 Washington Avenue, 6 th Floor Albany, NY 12231-0001
North Dakota	Securities Commissioner North Dakota Securities Department	600 East Boulevard Avenue State Capitol, Fourteenth Floor, Dept. 414 Bismarck, ND 58505-0510
Rhode Island	Director, Department of Business Regulation, Securities Division	1511 Pontiac Avenue John O. Pastore Complex – Building 69-1 Cranston, RI 02920
South Dakota	Department of Labor and Regulation Division of Insurance - Securities Regulation	124 S. Euclid, Suite 104 Pierre, SD 57501-3185
Virginia (State Administrator)	State Corporation Commission Division of Securities and Retail Franchising	1300 East Main Street, 9 th Floor Richmond, VA 23219 804-371-9051
Virginia (Agent)	Clerk of the State Corporation Commission	1300 East Main Street, 1 st Floor Richmond, VA 23219-3630
Washington (State Administrator)	Securities Division, Department of Financial Institutions	PO Box 41200 Olympia, WA 98504-1200
Washington (Agent)	Director Department of Financial Institutions Securities Division	150 Israel Road SW Tumwater, WA 98501 360-902-8760
Wisconsin	Commissioner of Securities	Department of Financial Institutions Division of Securities 201 W. Washington Ave., Suite 300 Madison, WI 53703

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**ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
WORLD OPTIONS, INC.**

MARYLAND

1. The following language is added to Item 5:

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

2. Item 17: The following language replaces the last sentence at the end of the Summary Section of Provision (c) of the Franchise Agreement table entitled **Requirements for you to renew or extend:**

To renew, you may be asked to sign a contract with materially different terms and conditions than the original Franchise Agreement that you signed, including a general release, provided, however, this general release shall not apply to any liability we may have under the Maryland Franchise Registration and Disclosure Law.

3. Item 17: The Summary Section of Provision (m) of the Franchise Agreement table entitled **Conditions for our approval of transfer** is hereby deleted in its entirety, and the following is substituted in its place:

The new franchisee must: qualify; complete training; sign our then-current form of franchise agreement; and pay the transfer fee. You must: pay us all amounts due; submit all required documents; sign a general release; subordinate amounts due to you; and sign other documents we require. All material terms of the transfer must be approved by us. (Also see (r) below.) The general release that we require shall not apply to any liability we may have under the Maryland Franchise Registration and Disclosure Law.

- ~~44.~~ [The following language is added to the Provision \(v\) of the Franchise Agreement table in Item 17:](#)

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

- ~~5.~~ The following language is added to the Franchise Agreement table in Item 17 as a new paragraph (x) entitled **Claims Arising Under the Maryland Franchise Registration and Disclosure Law** at the end of the Summary Section:

(x) **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.

- ~~56.~~ 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.

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

Termination: The franchisor can terminate your franchise agreement if an international carrier terminates its agreement with the franchisor and they do not have a replacement carrier for the services. If the franchisor terminates the agreement, upon termination, all post-termination obligations of your franchise agreement shall remain in place and be enforceable.

78. Any provision in the franchise agreement that provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

**MARYLAND RIDER
TO THE WORLD OPTIONS FRANCHISE AGREEMENT
BETWEEN WORLD OPTIONS, INC. AND**

DATED _____, _____

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law and the Rules and Regulations promulgated thereunder, the Franchise Agreement of WORLD OPTIONS, INC. shall be modified as follows:

1. **Fee Deferral.** ~~Section 6 of~~ Based upon the ~~Franchise Agreement is amended to provide that franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore,~~ all initial fees and payments owed by ~~franchisee to Franchisor~~ franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.
2. **Acknowledgments.** Section 20 is hereby deleted from the Franchise Agreement.
3. **Conditions for Approval of Transfer.** ~~The language contained in~~ Section 15.3.8 of the Franchise Agreement is ~~hereby deleted in its entirety and~~ amended so that the ~~following is substituted in its place:~~ general release required as a condition of renewal, sale, and/or assignment or transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

~~You (and your transferring Owners) have executed a~~ 4. Agreements/Releases. The following sentence is added to the end of Section 3.2.6 of the Franchise Agreement:

~~The general release, in form satisfactory to us, of any and all claims against us and our Affiliates and our respective officers, directors, employees and agents; provided, however, this general release required as a condition of renewal, sale, and/or assignment or transfer shall not apply to any liability we may have~~ under the Maryland Franchise Registration and Disclosure Law.

- ~~4. Agreements/Releases. The following sentence is added to the end of Section 3.2 and as a new Section 3.2.7 of the Franchise Agreement:~~

~~Failure by you and your Owners to execute such agreements and releases and deliver them to us for our acceptance and execution within 60 days after delivery thereof to you will be deemed an election by you not to renew your Franchise, provided, however, this general release shall not apply to any liability we may have under the Maryland Franchise Registration and Disclosure Law.~~

5. **Governing Law/Consent to Jurisdiction.** The following statement is hereby added to the last sentence of Sections 19.4 and 19.5 of the Franchise Agreement:

However, subject to Franchisee's arbitration obligation, nothing in this section affects your right under the Maryland Franchise Registration and Disclosure Law to sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

6. **Limitations of Claims.** The following statement is hereby added to the end of Section 18.5 of the Franchise Agreement ~~is hereby deleted in its entirety and the following is substituted in its place:~~

~~Except for claims arising from under reporting of Gross Sales by you or nonpayment or underpayment of amounts owed by you to us or our Affiliates pursuant to this Agreement, any and all claims arising out of or relating to this Agreement or the relationship between the parties hereto will be barred unless a judicial or arbitration proceeding is commenced within 1 year from the date you or we knew or should have known of the facts giving rise to such claims; provided however, that the limitation of such claims shall not act to reduce the 3-year statute of limitations afforded you for bringing a claim under the Maryland Franchise Registration and Disclosure Law.~~

7Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

7. The Franchise Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, the State of Maryland believes there is some dispute as to whether this forum selection requirement is legally enforceable. It is the parties' mutual intent to resolve disputes through arbitration as set forth in the Franchise Agreement.

8. 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 parties hereto have executed and delivered this Rider effective as of the day and year first above written.

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

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

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

franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).
18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.
19. Item 5 of the Disclosure Document and Section 6 of the Franchise Agreement are amended to state that the initial franchise fee and all other initial payments owed by franchisees to Franchisor under the Franchise Agreement will be deferred until the Franchisor has fulfilled its initial pre-opening obligations to the franchisee and the franchisee is open for business.
20. Franchisees who receive financial incentives to refer franchise prospects to franchisors may be required to register as franchisor brokers under the laws of Washington.
21. Section 14.3 of the Franchise Agreement is revised to replace the phrase “fifty (50) mile radius” with the phrase “twenty-five (25) mile radius” in both places the phrase appears in Section 14.3.
22. Sections 20.2 of the Franchise Agreement is deleted.

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration:

California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

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

State	Effective Date
California	June 25, 2025, as amended
Hawaii	Pending April 7, 2025, as amended
Illinois	March 31, 2025, as amended
Indiana	May 31, 2025, as amended
Maryland	Pending July 25, 2025, as amended
Michigan	November 3, 2024 ⁵
Minnesota	June 24, 2025, as amended
New York	April 17, 2025, as amended
North Dakota	March 31, 2025, as amended
Rhode Island	May 5, 2025, as amended
South Dakota	March 31, 2025, as amended October 29, 2025
Virginia	Pending July 25, 2025, as amended
Washington	Pending
Wisconsin	April 11, 2025, as amended

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.

**ITEM 23
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 World Options, Inc. (“World Options”) offers you a franchise, World Options must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, World Options or World Options’ affiliate in connection with the proposed franchise sale. Iowa and New York require that World Options give you this Disclosure Document at the earlier of the first personal meeting or 10 business days (or 14 calendar days in Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that World Options 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 World Options 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 those state administrators listed on Exhibit E.

The franchisor is World Options, Inc., located at 143 Union Boulevard, Suite 625, Lakewood, Colorado 80228. Our telephone number is (888) 308-5116.

Issuance Date: March 28, 2025, [as amended October 29, 2025](#)

World Options’ franchise sellers involved in offering and selling the franchise to you are James Andrew Edwards, Chief Financial Officer, 143 Union Boulevard, Suite 625, Lakewood, Colorado 80228, (888) 308-5116, or is listed below (with address and telephone number), or will be provided to you separately before you sign a franchise agreement: William “Bill” McPherson, William “Kirk” Allen, Ryan Farris, Christine “Chrys” Richardson, Matthew Isom, or _____.

World Options authorizes the respective state agencies identified on Exhibit E to receive service of process for World Options in the particular state.

I have received a Disclosure Document dated March 28, 2025, [as amended October 29, 2025](#), which included the following Exhibits:

- | | |
|--|--|
| (A) Franchise Agreement | (E) Operations Manual Table of Contents |
| (B) List of Current Franchisees | (F) State Specific Addenda and Agreement Riders |
| (B-1) List of Former Franchisees | (G) Contracts for use with World Options Franchise |
| (C) Financial Statements | |
| (D) List of State Agencies/Agents for Service of Process | |

Date: _____
(Do not leave blank)

Signature of Prospective Franchisee

Print Name

Signature of Prospective Franchisee

Print Name

Copy for Franchisee

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Date: _____
(Do not leave blank)

Signature of Prospective Franchisee

Print Name

Signature of Prospective Franchisee

Print Name

Copy for World Options, Inc.

Please sign and date both copies of this receipt, keep one copy (the previous page) for your records, and mail one copy (this page) to the address listed on the front page of this Disclosure Document or send to the Franchise Development Sales and Support Manager by email to franchise@worldoptions.com.