

## FRANCHISE DISCLOSURE DOCUMENT



SATELLITE TEAMS GLOBAL LLC  
a Puerto Rico limited liability company  
1225 Avenida Juan Ponce de León Penthouse  
San Juan, 00907  
939-999-2006  
perfectfranchise@satelliteteamsglobal.com  
satelliteteams.com

You will operate a business that will provide outsourced remote personnel and staffing solutions to businesses, across a range of professional sectors, including legal services, healthcare, real estate, and other regulated and professional industries using the trade name or trademark, SATELLITE TEAMS, and also our other related trade names, trademarks, or logos (collectively, our “Marks”). We provide services to franchisees including assistance with operations methods, sales techniques, inventory, procedures for management control and training, assistance, advertising, and promotional programs (“Franchised Business”).

The total investment necessary to begin operation of a SATELLITE TEAMS franchise is ~~\$75,500~~ \$77,500 to ~~\$96,000~~ \$100,000. This includes \$55,000 that must be paid to us or our 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 any payment to, 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 availability of disclosures in different formats, contact SATELLITE TEAMS GLOBAL LLC at 1225 Avenida Juan Ponce de León Penthouse, San Juan, 00907, 939-999-2006.

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. 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](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: July 31, 2025

## Special Risks to Consider About *This Franchise*

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Puerto Rico. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Puerto Rico than in your own state.
2. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
3. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.
4. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.
5. **Unregistered Trademark.** The primary trademark that you will use in your business is not federally registered. If the franchisor's right to use this trademark in your area is challenged, you may have to identify your business and its products or services with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.
6. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

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

**ITEM 7. ESTIMATED INITIAL INVESTMENT**

**YOUR ESTIMATED INITIAL INVESTMENT**

<b>Type of Expenditure</b>	<b>Amount Low – High</b>	<b>Method of Payment</b>	<b>When Due</b>	<b>To Whom Payment Is to Be Made</b>
Initial Franchise Fee <sup>(1)</sup>	\$55,000	As Arranged	Execution of Franchise Agreement	Us
Leasehold Improvements	\$0 to \$500	As Arranged	Before Opening	Suppliers
Furniture & Fixtures <sup>(2)</sup>	\$0 to \$1,000	As Arranged	Before Opening	Suppliers
CRM/Back Office System	\$500 to \$1,500	As Arranged	Before Opening	Suppliers
Computer Hardware & Equipment <sup>(3)</sup>	\$0 to \$3,000	Lump Sum	Before Opening	Suppliers
Office Supplies and Equipment <sup>(4)</sup>	\$1,000 to \$2,000	As Arranged	Before Opening	Suppliers
Insurance Coverage (annual cost) <sup>(5)</sup>	\$3,000 to \$6,000	Lump Sum	Before Opening	Insurance Broker or Agent
Initial Training Expenses <sup>(6)</sup>	\$2,000 to \$4,000	As Arranged	As Incurred	Suppliers
Professional Fees <sup>(7)</sup>	\$1,000 to \$2,000	As Arranged	As Incurred	Attorney and Accountant
Initial Launch Marketing <sup>(8)</sup>	\$5,000 to \$10,000	As Arranged	As Incurred	Suppliers
Additional Funds (for first 3 months of operation) <sup>(9)</sup>	\$10,000 to \$15,000	As Arranged	After Opening	Various
<b>TOTAL</b>	<del>\$75,500</del> <b>\$77,500 to \$96,000</b>			

**Notes:**

**(1)** All fees and payments are non-refundable unless otherwise noted or allowed by third-party vendors. Table 1 represents your estimated initial investment through the third month of operation of one Franchised Business. Neither we nor our affiliate offer direct or indirect financing for your IFF or for any other payments you must make or costs you must incur in starting and operating your business. The IFF for one SATELLITE TEAMS business is \$55,000.

**(2)** The zero-dollar amount assumes that you will initially operate out of your home and that you presently have office furniture and other equipment that you will use to operate your Franchised Business, such as a phone. The range of costs in the chart is an estimate for items such as a desk, chair, and miscellaneous office provisions you choose. We do not require that you purchase any particular amount, type, or brand of furniture or other items that you choose to purchase. If you choose to lease commercial office space, your expenses will increase by the amount of rent you pay, which will depend on the size, condition, and location of the leased premises. This rent estimate is not included in the chart.

If you elect to establish your Office in a location other than your home, you may need additional furniture or fixtures that will increase your expenditures, and you will have rent deposit expenses and other expenses not contemplated in this chart.

(3) This estimate is for the purchase of a VoIP phone system and a computer or tablet that has Internet and email capability. We have no other requirements regarding the type or brand computer or tablet you purchase. (See Item 11.) The low end of the range assumes that you already own a phone and computer or tablet that can be used in your Franchised Business.

(4) This estimate is for office supplies such as note pads, pens, file folders, stationery, business cards, etc. The low end of the estimate assumes you already have many of these supplies and/or that you operate “paperless” or mostly paperless.

(5) You are required to obtain and maintain the minimum amount of insurance specified in Item 8 of this disclosure document. This estimate reflects the cost of insurance premiums for one year. You will need to check with your local carrier for the actual cost of any deposits and premiums. The cost of coverage will vary based upon the area in which your Franchised Business will be located, your experience with the insurance carrier, the loss experience of the carrier, and other factors beyond our control. You should also check with your insurance agent or broker regarding any additional insurance that you may wish to carry above our stated minimums.

(6) We do not charge tuition or for materials for the initial training. We provide the initial training at a location in Playa Del Carmen, Mexico, virtually, or at an alternative designated location. The estimate assumes travel-related costs for one person to attend training.

(7) You will need to retain an attorney, an accountant and other consultants to help you to establish your Franchised Business. Your cost will depend on the location of the Franchised Business and the prevailing rates of local attorneys, accountants and consultants. Your costs for these services are typically nonrefundable. You should inquire about the refund policy of the attorney, accountant or consultant at or before the time of hiring. The cost of business licenses and permits will vary by location and jurisdiction.

(8) You will be required to spend money on an Initial Launch Marketing campaign within your existing network and undertake some initial marketing efforts. We may determine the amount you must spend based upon local market conditions.

(9) This is an estimate of the additional funds you may need to operate your Franchised Business during the first three months after you complete initial training. This estimate is based upon the experience of our franchisees. We cannot guarantee that you will not have additional expenses in starting the Franchised Business. This range includes sales-related expenses you will incur during the first three months. Additional operating expenses will be incurred in connection with the ongoing operation of your Franchised Business. ~~Unless otherwise stated above, these estimates are subject to increases based on changes in market conditions, our cost of providing services and future policy changes.~~

## ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

**Required Vendors, Products, Services, Equipment, and Supplies.** You must purchase all goods, services, inventory, computer hardware or software, supplies, and equipment you use in or sell from the Franchised Business from the vendors we approve or designate, which may include us or our affiliates, in strict conformance with our confidential Operations Manual, proprietary guidelines, and the standards and specifications issued to you. If you wish to offer or use any product or service in your

We encourage but do not require an Owner to personally supervise the Franchised Business. We prefer to select franchisees who favor and appear committed to a “hands on” and well-informed approach to the business. You may operate the business full-time or part-time, subject to the minimum performance requirement as set forth in the franchise agreement. The business must be directly supervised and managed by a person, identified to us and accepted by us, who has successfully completed training program or for whom, based on his or her experience, we have waived this requirement. If an Owner is not willing to be the full-time operator of your business, then you will be required to hire a manager accepted by us. We do not require that your managers have any equity in the franchisee entity or receive any percentage of your Commissions. Your managers must be accepted by us, successfully complete training, and must execute a confidentiality and non-solicitation agreement similar to the one that Owners will execute. We strongly recommend that you devote a substantial amount of time to the Franchised Business, whether or not you hire a manager. ~~Franchisees who do not devote their full time and efforts to the establishment and operation of the Franchised Business may generate lower revenue than those franchisees who do devote their full efforts to the business.~~

We require all Principals to binding themselves individually to certain provisions of the Franchise Agreement, like the covenants against competition and solicitation and those restricting use of the Marks and disclosure of confidential information, restrictions on transfer, and dispute resolution procedures. The Principals and their spouses must also guaranty amounts owed by the franchisee to us or our affiliates. At our request, you must have any other personnel who will have access to our confidential information, but whom we do not designate as a Principal, sign the Confidentiality and Non-Compete Agreement. We have the right, in our sole discretion, to decrease the period of time or geographic scope of the covenants or eliminate the covenants altogether for any person who signs the Confidentiality and Non-Compete Agreement.

#### **ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

Under the Franchise Agreement, you must offer and sell all products and services that we require, and only the products and services that we have approved and authorized you to offer. We may add, eliminate, and change the approved or authorized products and service items periodically, and you must comply with all directives. There are no limits on our right to make changes. We impose these requirements to control the quality and uniformity of the goods and services you and other franchisees may offer through use of our trade name and trademarks. We may change the System such that you are required to obtain different types of licenses or hire employees with certain credentials.

The Franchise Agreement requires you to assign a security interest in certain assets to us as collateral in the event you default on your Franchise Agreement. The pledged assets include the accounts, credit card receivables, cash, equipment, and your franchise rights. We will agree to subordinate our rights to the security interest in the business to those of a prime lender for the purchase of the franchise and/or development of your Franchised Business.

#### **ITEM 17. RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION THE FRANCHISE RELATIONSHIP**

##### **THE FRANCHISE RELATIONSHIP**

**This table lists certain important provisions of the Franchise Agreement. You should read these provisions in the Franchise Agreement attached to this disclosure document.**

Provision	Section in Franchise Agreement	Summary
		option to purchase your equipment, furniture, fixtures, signs, advertising materials, supplies, and inventory at your cost or fair market value, whichever is less.
p. Death or disability of franchisee	Sections 16.3, 16.4, and 16.7	The Franchise Agreement will terminate automatically upon your death or permanent disability, unless prohibited by law and the Franchise is transferred within 3 months to a replacement franchisee that we approve.
q. Non-competition covenants during the term of the franchise	Section 19.5.1	You may not: divert, or attempt to divert, any business, employee, independent contractor, candidate, client, vendor, referral source, or other similar third party of the Franchised Business or of other franchisees in the System to any competitor, participate in any capacity, including, but not limited to as an owner, investor, officer, director, employee or agent, in any competing business; do any act that could damage the goodwill of the Marks or System, or disrupt or jeopardize our business or that of our franchisees.
r. Non-competition covenants after the franchise is terminated or expires	Section 19.5.2	For 24 months after the termination of the Franchise Agreement, you may not: divert, or attempt to divert, any business, employee, independent contractor, candidate, client, vendor, referral source, or other similar third party of the Franchised Business or of other franchisees in the System to any competitor, participate in any capacity, including, but not limited to as an owner, investor, officer, director, employee or agent, in any competing business; do any act that could damage the goodwill of the Marks or System, or disrupt or jeopardize our business or that of our franchisees.
s. Modification of the agreement	Sections 9.4, 14.6, 19.1.4 and <u>21.421.12</u>	No oral modifications generally, but we may change the Operations Manual and System standards at any time. You may be required to implement these changes at your own costs. We have the right to modify your Marks at any time upon written notice to you.
t. Integration/merger clause	Section <u>21.421.12</u>	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to state law). Nothing in the Franchise Agreement or in any related agreement is intended to disclaim the representations made in this Franchise Disclosure Document. Any representations or promises outside of the Franchise Disclosure Document and other agreements may not be enforceable.



(Added graphics)

**SATELLITE TEAMS GLOBAL, LLC  
INDEPENDENT AUDITORS' REPORT  
AND  
AUDITED BALANCE SHEET**

June 30, 2025

(Added graphics)



## INDEPENDENT AUDITORS' REPORT

To the Members of  
Satellite Teams Global, LLC:

### Opinion

We have audited the accompanying Balance Sheet of Satellite Teams Global, LLC (the "Company") as of June 30, 2025.

In our opinion, the balance sheet referred to above present fairly, in all material respects, the financial position of the Company as of June 30, 2025, in accordance with accounting principles generally accepted in the United States of America.

### Basis for Opinion

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

### Responsibilities of Management for the Balance sheet

Management is responsible for the preparation and fair presentation of the balance sheet 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 balance sheet that are free from material misstatement, whether due to fraud or error.

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

(Added graphics)



#### **Auditor's Responsibilities for the Audit of the Balance sheet**

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

In performing an audit in accordance with generally accepted auditing standards in the United States of America, we:

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

(Added graphics)



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.

*Excel Accounting Professionals LLC*

Excel Accounting Professionals LLC  
Carolina, Puerto Rico  
September 5, 2025

Certified Public Accountants (of Puerto Rico)  
License No.394 Expires December 1, 2025



DLLC384-3  
Satellite Teams Global LLC

(Added)

SATELLITE TEAMS SERVICES LLC  
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JUNE 30, 2025



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(Added graphics);

BALANCE SHEET  
JUNE 30, 2025



	<u>2025</u>
<b>ASSETS</b>	
ASSETS-	
Cash and cash equivalents	<u>100,165</u>
Total assets	<u>\$ 100,165</u>
<b>LIABILITIES AND MEMBERS' EQUITY</b>	
MEMBERS' EQUITY, net	<u>100,165</u>
Total liabilities and members' equity	<u>\$ 100,165</u>

The accompanying notes are an integral part of this balance sheet.

# (Added graphics)

SATELLITE TEAMS SERVICES LLC  
NOTES TO BALANCE SHEET  
JUNE 30, 2025



## 1. Organization, Nature of Business and Summary of Significant Accounting Policies

Satellite Teams Global, LLC (the "Company") was organized on January 3, 2025, as a limited liability company under the laws of the Commonwealth of Puerto Rico. The Company performs any and all lawful activities under applicable law. The Company provides executive management, online advertising and e-commerce services, vendor management and financial management services. The Company primarily engages in the following activities:

- Selling Satellite Teams franchises
- Provide training and other services to Satellite Teams franchisees

## 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Company prepares its balance sheet in accordance with accounting principles generally accepted in the United States of America. The following is a description of the most significant accounting policies used by the Company:

**Accounting estimates** - The preparation of balance sheet in conformity with accounting principles generally accepted in the United States of America requires management to include amounts based on judgements, estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the balance sheet and the reported amounts of revenue and expenses during the reported period. Accordingly, actual results could differ from those estimates.

**Cash and Cash Equivalents** - Cash represents demand deposit accounts in banks. The Company considers highly liquid investments with maturities of three months or less at the date of purchase to be cash equivalents.

## 3. CAPITAL CONTRIBUTIONS

On June 27, 2025, the Company received a capital contribution of \$100,165 from its sole member, Matt Martin. The capital was contributed in cash and is recorded as members' equity on the balance sheet.

## 4. SUBSEQUENT EVENTS

The Company has evaluated subsequent events through September 5, 2025, the date the balance sheet was available to be issued. There are no additional material subsequent events that would require further disclosure in the Company's audited balance sheet.

**EXHIBIT K**  
**STATE SPECIFIC INFORMATION**  
~~STATE SPECIFIC ADDENDARIDERS TO FRANCHISE DISCLOSURE DOCUMENT AND~~  
~~FRANCHISE AGREEMENT FOR SPECIFIC STATES~~

If any one of the following Riders to the Franchise Agreement for Specific States (“Riders”) is checked as an “Applicable Rider” below, then that Applicable Rider shall be incorporated into the Franchise Agreement entered into by SATELLITE TEAMS GLOBAL LLC and the undersigned Franchisee. To the extent any terms of an Applicable Rider conflict with the terms of the Franchise Agreement, the terms of the Applicable Rider shall supersede the terms of the Franchise Agreement.

Applicable Rider

- Hawaii
- South Dakota
- Maryland
- North Dakota
- Minnesota
- Illinois

SATELLITE TEAMS GLOBAL LLC

\_\_\_\_\_  
FRANCHISEE (Print Name)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name: \_\_\_\_\_

Title:

Title: \_\_\_\_\_

## HAWAII

1. The following statement is added to the Franchise Disclosure Document:

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

**THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANYFRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVEFRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIALPROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENTSHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS,RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.**

2. The following statement is added to the Franchise Disclosure Document:

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

**SOUTH DAKOTA**

Items 5 and 7 of the Disclosure Document and the Franchise Agreement are amended to provide that all initial fees and payments shall be deferred until such time as we complete our pre-opening obligations to you under the Franchise Agreement.

## NORTH DAKOTA

The following statements are added to the Franchise Disclosure Document and the Franchise Agreement:

Items 5 and 7 of the Disclosure Document of the Franchise Agreement are amended to provide that all initial fees and payments shall be deferred until such time as we complete our pre-opening obligations to you under the Franchise Agreement.

The State of North Dakota has determined that requiring a franchisee to sign a general release upon renewal of a franchise agreement is unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement that a franchisee sign a general release as a condition of renewing the franchise agreement is deleted.

The State of North Dakota has determined that requiring a franchisee to consent to termination or liquidated damages in a franchise agreement is unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement that a franchisee consent to termination or liquidated damages is deleted.

The State of North Dakota has determined that certain covenants restricting competition may be contrary to Section 9-08-06 of the North Dakota Century Code. Any covenants against competition shall be subject to this section of the North Dakota Century Code. Covenants not to compete such as those mentioned above are generally considered unenforceable in the state of North Dakota.

The State of North Dakota has determined that parties agreeing to the arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business is unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of arbitration or mediation will be agreeable to all parties and may not be remote from the franchisee's place of business.

The State of North Dakota has determined that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota is unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement in the Franchise Disclosure Document, Franchise Agreement, and/or Supplemental Agreements that a franchisee consent to the jurisdiction of courts outside North Dakota is deleted.

The State of North Dakota has determined that a Franchise Disclosure Document, Franchise Agreement, and/or Supplemental Agreements that specify they are governed by the laws of a state other than North Dakota, are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The laws of the State of North Dakota will govern the Franchise Disclosure Document, Franchise Agreement, and/or Supplemental Agreements.

The State of North Dakota has determined that a Franchise Disclosure Document, Franchise Agreement, and/or the Supplemental Agreement requiring the waiver of a trial by jury to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota

Franchise Investment Law. Any reference or requirement in the Franchise Disclosure Document, Franchise Agreement, and/or Supplemental Agreements that a franchisee waive a jury trial is deleted.

The State of North Dakota has determined that a Franchise Disclosure Document, Franchise Agreement, and/or Supplemental Agreements requiring a franchisee to consent to a waiver of exemplary and punitive damages to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement in the Franchise Disclosure Document, Franchise Agreement, and/or Supplemental Agreements that a franchisee consent to a waiver of exemplary and punitive damages is deleted.

The State of North Dakota has determined that requiring a franchisee to consent to a limitation of claims to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The limitation of claims period is governed by North Dakota law.

The State of North Dakota has determined that requiring a franchisee pay all costs and expenses incurred by the franchisor in enforcing the agreement to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

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.

## MINNESOTA

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

With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).

Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rules 2860.4400J. Also, a court will determine if a bond is required.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

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

ILLINOIS

The following statements are added to the Franchise Disclosure Document and the Franchise Agreement:

The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition. Items 5 of the Disclosure Document and the Franchise Agreement are amended to provide that all initial fees and payments shall be deferred until such time as we complete our pre-opening obligations to you under the Franchise Agreement.

AGREED:

\_\_\_\_\_  
~~[RESERVED]~~ FRANCHISEE NAME]

SATELLITE TEAMS GLOBAL, LLC

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## MARYLAND

1. The following statement is added to Item 5 of the Franchise Disclosure Document:

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. The Franchise Agreement is revised to include the following:

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.

3. The following provision is removed from Item 17 and the Franchise Agreement:

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

4. The following is added to Item 17 of the Franchise Disclosure Document and the Franchise Agreement:

Pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

5. The following is added to Item 17 of the Franchise Disclosure Document and the Franchise Agreement:

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

6. Item 17 and the Franchise Agreement are revised to permit a franchisee to bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

7. The following statement is added to the Disclosure Document and the Franchise Agreement:

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.

AGREED:

\_\_\_\_\_  
[FRANCHISEE NAME]

SATELLITE TEAMS GLOBAL, LLC

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### 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:

<b>State</b>	<b>Effective Date</b>
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	August 5, 2025
Maryland	Pending
Michigan	August 4, 2025
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	August 8, 2025
South Dakota	<del>Pending</del> September 15, 2025
Virginia	Pending
Washington	Pending
Wisconsin	August 1, 2025

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.