

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 the city and state where the franchisor maintains its principal business address (currently Indianapolis, Indiana). 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 Indiana 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. **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.
4. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.
5. **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

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

Item 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

Us and Our Related Companies

To simplify the language in this disclosure document, “we” or “us” means Decimal Franchising, LLC, the franchisor. “You” means the person or entity that acquires the franchise. If you are a corporation, limited liability company, or other entity, your owners must sign either the Guaranty or Key Personnel Agreement attached to the “**Franchise Agreement**” (Exhibit A), which means that some of the provisions of the Franchise Agreement also will apply to them.

We are a limited liability company organized in Delaware in May 2025. We do business under the name Decimal®. We began offering franchises in July 2025. Our principal business address is 7951 Westfield Blvd., Indianapolis, Indiana 46240. Our agents for service of process are listed in Exhibit I.

Predecessors, Affiliates, and Parent

We have no predecessors, and we do not have any affiliates that offer franchises in any line of business. Our parent company is Decimal Technologies, Inc. (“DTI”). DTI’s principal business address is 7951 Westfield Blvd., Indianapolis, Indiana 46240. It has never offered franchises in any line of business and does not provide products or services to our franchisees, but it owns and has operated the first Decimal business since March 2022 and may sell you client accounts if you exercise the Franchisee Purchase Option described below. ~~Franchising~~We have never operated Decimal® businesses is our exclusive or offered franchises in any other line of business activity. We have no other business activities except franchising Decimal® businesses.

Our affiliate Decimal Franchise Services, LLC (“DFS”) has a principal business address of 7951 Westfield Blvd., Indianapolis, Indiana 46240. DFS coordinates third-party services and is a designated supplier of certain products and services for our franchisees. These products and services currently include: computer hardware and hardware acquisition guidelines, a software suite (which, among other things, currently includes access to an accounting and financial management application, a sales and customer relationship management application, a human resources and security application, and a communication and collaboration application), staff recruitment and training resources, a delivery support payroll system, a billing and collections administration application, and Queues support, which includes bookkeeping and month-end close services to clients of Decimal® businesses. DFS personnel may be located overseas and exclusively provide remote support to our franchisees.

Franchise Opportunity

We grant franchises for businesses that use the Franchise System (defined below) in association with the Marks (defined below) to provide accounting, bookkeeping, tax, bill pay, reporting, invoicing, payroll support, and related advisory and consulting services to businesses. In this disclosure document the provision of such services is referred to as the “**Decimal Business.**”

None of the initial fees payable under the Client Acquisition Agreement or Promissory Note are refundable.

Item 6

OTHER FEES

Column 1 Type of Fee⁽¹⁾	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Royalty	10% of Gross Revenues (2) from Client Accounting Services and Tax Filing Services (collectively, "Accounting Services"), plus 5% of Gross Revenues from Tax Advisory Services and other Client Advisory Services (collectively, "Advisory Services"); however, if you provide Accounting Services and Advisory Services to any client and more than 50% of Gross Revenues from that client are derived from Advisory Services, then you must pay us 10% of 50% of the combined Gross Revenues earned from Accounting Services and Advisory Services (regardless of how the services are actually allocated) from that client, plus 5% of the remaining 50% of Gross Revenues from that client	Weekly	DSF will calculate the weekly Royalty Fee applicable to the services you render to clients in the operation of your Decimal Business during the preceding week.
Brand Fund Contribution	Currently 2% of Gross Revenues	Weekly	We reserve the right to increase the required weekly contribution to no more than 3% of Gross Revenues upon notice to the network of franchisees.
Local Marketing Spend (3)	\$12,000	Annually	This amount will be paid to a third party unless you fail to spend the required amount, in which case the shortfall must be paid as an additional Brand Fund Contribution. We may increase the Local Marketing spend amount by up to 10% annually.
Advertising Cooperative Fees	As agreed by members of the cooperative <u>Currently not assessed</u>	As incurred	See Note (4)

Column 1 Type of Fee ⁽¹⁾	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Designated Service Provider (DSP) Fees (5)	<ul style="list-style-type: none"> • Software Suite: \$300 per user per month • Recruitment: \$750 per recruit • Staff Training: \$750 per trainee • Hardware Acquisition: \$1,000 to \$2,000 per station • Delivery Support Payroll: \$1,100 to \$3,000 per month per staff member • Delivery Support Management Fee: \$650 per month per staff member • Billing and Collections: 1% of Gross Revenues plus applicable payment processing fees • Client Technology Fee: \$30 per client entity per month • Queues Support: Queues Support Fees (as defined in Note 5) 	Monthly	DSP Fees are payable to DFS or to one or more designated third-party product or service providers.
Marketing Technology Fee (6)	Currently \$250	Monthly	We may increase the Marketing Technology Fee upon 30 days' notice to the network of franchisees. We will not increase the Marketing Technology Fee more frequently than once per calendar year and will not increase it by more than 20% annually. Currently, the Marketing Technology Fee covers one Salesforce license.
Ongoing Training	Currently none but we may charge fees up to \$50 per attendee per day (not including travel, lodging, food or other living expenses) for training courses, programs, evaluations, and conventions	As incurred	
Supplier, distributor and product review fees	An amount equal to the reasonable cost of the inspection and our actual cost of testing the proposed product or evaluating the proposed service or service provider, including personnel and travel costs, whether or not the item, service, supplier or service provider is approved	As incurred	Payable only if you ask us to review a new supplier, distributor or product.

Column 1 Type of Fee ⁽¹⁾	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Transfer Fee	<ul style="list-style-type: none"> • Non-Control Transfer: 25% of the then-current initial franchise fee • Control Transfer: 75% of the then-current initial franchise fee (if the transferee is not a Decimal Business franchisee at the time of the transfer) or 50% of the then-current initial franchise fee (if the transferee is a Decimal Business franchisee at the time of the transfer), \$5,000 of which is due as a deposit upon request for our consent to transfer 	As incurred	
Successor Franchise Fee	15% of the then-current initial franchise fee	Upon start of successor term	
Costs and attorneys' fees	Will vary under circumstances <u>Actual costs and fees</u>	As incurred	Payable under Franchise Agreement by non-prevailing party if we or you initiate legal proceedings.
Indemnification	Will vary under circumstances <u>Actual costs</u>	As incurred	You must indemnify and reimburse us and our affiliates under Franchise Agreement if we or they incur costs for claims arising from the Franchise's development or operation, your business, your breach of the agreement or your noncompliance with any law.
Interest	1.5% per month or highest interest rate the law allows, whichever is less	As incurred	Due on all overdue amounts and dishonored payments.
Loan repayments under Promissory Note	Specified in Promissory Note; ranges from approximately \$850 to \$25,000 per month but may vary depending on principal loan amount, repayment period, and then-current interest rate	Monthly	Payable to DTI only if you exercise the Franchisee Purchase Option and DTI provides financing for your purchase of the client accounts.
Insurance costs <u>reimbursement</u>	Premiums <u>Amount of the premiums plus our actual costs and expenses incurred in obtaining insurance for you and making the corresponding premium payments</u>	As incurred	Due only if you fail to maintain (or prove you have) insurance and we, at our option, obtain insurance for you.

Column 1 Type of Fee ⁽¹⁾	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Audit expenses	Cost <u>Actual cost</u> of audit	As incurred	Due only if you fail to timely furnish reports or understate Royalty or Brand Fund Contribution by 2% or more.
Evaluations	Expenses <u>Our actual expenses</u> associated with correcting your failures to comply with System Standards	As incurred	If you fail to satisfy System Standards in any quality assurance evaluation, we may charge a reasonable fee for any additional evaluations, <u>which will not exceed 100% of our actual costs incurred to conduct those additional evaluation(s).</u>
Liquidated damages	Will vary under circumstances <u>The product of (a) the average Royalty Fees, Marketing Technology Fees, DSP Fees, and Brand Development Fund contributions that you owed us and DFS during the 12 full calendar month period before the month of termination (or such shorter period during which your Decimal Business operated), multiplied by (b) 36 or the number of months remaining in the Franchise Agreement's term, whichever is less.</u>	As incurred	Covers certain damages we will suffer if we have to terminate the Franchise Agreement before its term expires.

Explanatory Notes

- (1) Except as noted otherwise, all fees in this Item 6 are uniform, non-refundable, and imposed, collected, and payable to us.

You must sign and deliver to us the documents we periodically require authorizing us and DFS to debit your bank account automatically for all fees payable to us, and other amounts due under the Franchise Agreement or any related agreement between us (or our affiliates) and you. Under our current automatic client billing and franchisee debit program, at the time of each client payment transaction, DFS will collect client payments directly, pay us amounts due to us, retain for itself amounts due for DSP Fees, and remit the remainder to you. You must make funds available for withdrawal by electronic transfer before each due date if any amounts collected from clients are insufficient to cover any amount payable to DFS or us. If you fail to report Gross Revenues, we may debit your account for 120% of the last Royalty and Brand Fund contribution that was debited from client payments to DFS. If the amounts that we debit from your account are less than the amounts you owe us (once we have determined the actual amounts),

and/or for clients that require a high volume of services (however, the fees will not be higher than a 100% increase over the then-current high-end of the standard fee range).

DSP Fees (including the Queues Support Fees) may be increased upon 30 days' notice to the network of franchisees and we reserve the right to modify, change, and eliminate services covered by DSP Fees. We may increase any or all of these fees by up to 100% annually.

- (6) We will provide certain administrative services to the Franchise System, including additional training, management of third-party service providers, technology monitoring and upgrades, and live question and answer sessions to promote compliance with the Franchise System's standards.

Item 7

**ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT**

Column 1 Type of Expenditure (1)	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be Made
Initial Franchise Fee (2)	\$30,000	Lump sum	Upon signing Franchise Agreement	Us
Training Expenses (3)	\$200 to \$300	As incurred	Before opening	Suppliers
Client Account Purchases (34)	\$0 to \$1,050,000	As incurred	Upon signing Client Acquisition Agreement	DTI
Leasehold Improvements and Deposits (45)	\$0 - \$1,500	As incurred	Before opening	Contractors and vendors
Furniture, Fixtures and Equipment (56)	\$0 - \$1,000	As incurred	Before opening	Suppliers
Office Rent and Utilities (1 Month) (67)	\$0 to \$2,000	As arranged	As landlord requires	Lessor
Office Equipment, Computer Hardware, Telephone, Internet & Systems Access	\$2,600 to \$6,500	As arranged	Upon signing Franchise Agreement and before opening	Us and vendors
Initial Launch Marketing (78)	\$3,000	As incurred	Before opening	Vendors
Insurance (89)	\$500 to \$1,500	As incurred	Before opening	Insurers

Column 1 Type of Expenditure (1)	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment is to be Made
Additional Funds (3 Months) (9 <u>10</u>)	\$10,000 to \$15,000	As incurred	As incurred	Government authorities, utilities, third parties, and payroll reserves
TOTAL ESTIMATED INITIAL INVESTMENT (10) <u>11</u>)	\$46,300 - \$1,110,800			

Notes:

- (1) The amounts provided in the table above reflect costs you will incur to establish a Decimal Business under the Franchise Agreement. Except for any security deposit made in connection with an office lease (which is optional), all fees and payments are non-refundable.
- (2) We describe the initial franchise fee in Item 5. If you are acquiring rights to establish an additional Franchise, the initial franchise fee is reduced to 65% for each additional Franchise.
- (3) The training expenses include group meals delivered through a delivery service. We recommend that your personnel who attend the virtual initial training program order food and eat meals together as if they were in person.
- (4) ~~(3)~~ You will pay DTI to acquire client accounts if you exercise the Franchisee Purchase Option described in Item 1. In some cases, DTI will offer to finance part of the purchase price for client accounts it sells to you. You then will sign the Promissory Note evidencing your obligation to repay the principal loan amount, which we expect to range from \$10,000 to \$1,000,000 (or from about 20% to 95% of the total purchase price), together with interest at a variable rate of 1% plus the rate of interest per annum published periodically by the Wall Street Journal. You will repay the loan in monthly installments over a period to which DTI and you agree, which typically is from 1 to 5 years.
- (5) ~~(4)~~ You may operate the Franchise from your residence. If you choose to do so, we assume you will not incur any costs for leasehold improvements. If you elect to lease office space, our estimate assumes minimum leasehold improvements. Amounts you incur in connection with an office lease will likely vary depending primarily on the size and location of the site, and whether you must or elect to make improvements. Some landlords may agree to pay some or all costs of improvements in a tenant improvement allowance that will be recouped during the lease term through the payment of rent.

- (6) ~~(5)~~ The costs for furniture, fixtures and equipment will vary based on square footage, condition of the site, location, market conditions, financing costs, and other physical characteristics. If you operate the Franchise from your residence, we assume you will not incur these costs.
- (7) ~~(6)~~ Rent amounts can vary depending upon the area in which the site is located, its size, the condition of the premises, the landlord's contribution to your leasehold improvements and other factors. We base the low estimate on you operating the Franchise from your residence, and accordingly not incurring any rental or utility expenditures, and the high estimate on renting 350 to 750 square feet for a Decimal Business in commercial office space. You will likely also be required to pay the landlord a first and last months' rent deposit and possibly a security deposit if you sign an office lease. Real estate costs depend on location, size, visibility, economic conditions, accessibility, competitive market conditions, and the type of leasehold interest you are acquiring. Because of the numerous variables that affect the value of a particular parcel of real estate, this initial investment table does not reflect the potential purchase cost of real estate or the costs of constructing a building suitable for the Franchise.
- (8) ~~(7)~~ The launch marketing program is the minimum amount you must spend to promote the opening of your Franchise. You must submit the proposed marketing program for our review before opening the Franchise. You must provide evidence to us of your approved launch marketing expenditures upon our request.
- (9) ~~(8)~~ This is an estimate of your initial insurance premium for one month. In some circumstances, you may need to pay the entire annual premium up-front in a lump sum. You must acquire and maintain insurance of the types in at least the amounts we require. These estimates are based on rates provided by our current preferred insurance broker. We do not require you to use this broker. If you choose to obtain insurance through a different broker, these rates may change. This estimate does not include per-employee workers' compensation insurance. Workers' compensation insurance is a pay-as-you-go per-employee cost.
- (10) ~~(9)~~ This amount estimates the additional funds needed to cover initial operating expenses for the Franchise, including management salaries and payroll reserves for a period of 3 months of operation (other than the items identified separately in the table). ~~These figures are estimates, and we cannot guarantee you will not have additional expenses starting the Decimal Business. Your costs will depend on factors such as how closely you follow our recommended methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for the services you will offer; the prevailing wage rate; competition; and the sales level reached during the initial period.~~
- (11) ~~(10)~~ We relied on our DTI's experience in developing and operating the first Decimal® business to prepare the estimate for additional funds and other estimates in this Item. You should review these figures carefully with a business advisor before deciding to acquire the Franchise. The estimate does not include any finance charge, interest, or

debt service obligation. Other than described above in Note 3, we do not offer financing for any part of the initial investment. The availability and terms of financing depend on many factors, including the availability of financing generally, your creditworthiness and collateral and the lending policies of financial institutions from which you request a loan.

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

System Standards

To maintain a uniform image and quality of products and services throughout Decimal Businesses, you must operate and maintain the Franchise according to our System Standards. System Standards may regulate, among other things, the brands, types, and models of Operating Assets and other products and services you use to operate the Franchise; required or authorized products and services or product and service categories; and designated or approved suppliers of these items, which might include or be limited to us and our affiliates, including DFS.

We issue and modify our System Standards based on our, our affiliates' and our franchisees' experience in franchising and/or operating Decimal Businesses. We will notify you in our Operations Manual or in other written communications of our System Standards and names of designated and approved suppliers. We also provide our relevant standards and specifications to approved suppliers. We estimate that the purchases and leases that you must make from us or our affiliates, from approved suppliers, or according to our System Standards represent approximately 90% of your total purchases and leases in establishing, and approximately 90% of your total purchases and leases in operating, the Franchise.

Suppliers

You must purchase or lease all Operating Assets and other products and services for the Franchise according to the System Standards, and if we require, only from suppliers or distributors that we designate or approve, which may include or be limited to us or our affiliates, including DFS. When determining whether to source-restrict a particular item or service that you must acquire, we take into account a variety of factors, including pricing, the quality and accessibility of products and/or services and the importance of uniform quality of products and services throughout Decimal Businesses. Currently, DFS is the only approved provider of computer hardware and software, recruitment services, staff training services, delivery support payroll services, billing and collections services, bookkeeping, and month-end close services clients of Decimal Businesses. All of our officers own an interest in DFS. [Other than DFS, none of our officers own an interest in any current supplier to Decimal Business franchisees.](#)

In addition, we designate suppliers for email and may designate us and/or our affiliates as approved suppliers or the only approved supplier for additional products and services. We or our affiliates may derive revenue based on your purchases and leases, including from charging you for products and services that we or our affiliates provide to you and from promotional allowances,

volume discounts and other payments made to us by suppliers and/or distributors that we designate or approve for some or all of our franchisees. We and our affiliates may use all amounts received from suppliers and/or distributors, whether or not based on your or other franchisees' actual or prospective dealings with them, without restriction for any purposes we or our affiliates deem appropriate. You can find the names of designated and approved suppliers, which we may periodically modify, in the Operations Manual or other written communications from us.

Because no Decimal Business franchises were operational during 2024, we and our affiliates did not receive any revenue from selling products or services to Decimal Business franchisees during 2024.

Except as described in this Item 8, there currently are no other goods, services, supplies, fixtures, equipment, inventory, computer hardware or software, real estate, or comparable items related to establishing or operating a Decimal Business that you must purchase from us or designated or approved suppliers.

If you want to use any Operating Assets or other products or services for or in connection with the Decimal Business that we have not yet evaluated, or purchase or lease any Operating Assets or other products or services from a supplier or distributor that we have not yet approved (for Operating Assets or other products and services that we require you to purchase only from designated or approved suppliers or distributors), you first must submit sufficient information, specifications and samples for us to determine whether the product or service complies with our standards and specifications and/or the supplier or distributor meets our criteria. We may condition our approval of a supplier or distributor on requirements relating to product quality, prices, production capacity, quality assurance systems, reputation, consistency, warranty, reliability, financial capability, labor relations, customer relations, frequency of delivery, concentration of purchases, standards of service (including prompt attention to complaints) and/or other criteria. We may inspect the proposed supplier's or distributor's facilities and require the proposed supplier or distributor to deliver products, services or other samples, at our option, either directly to us or to any third party that we designate for testing. For each supplier, distributor, or product you submit for our review, you must pay us an amount ~~not equal~~ to ~~exceed~~ the reasonable cost of the inspection and our actual cost of testing the proposed product or evaluating the proposed service or service provider, including personnel and travel costs, whether or not the item, service, supplier or service provider is approved. We will use commercially reasonable efforts to notify you of our approval or disapproval within 30 business days after receiving all information we require. We may periodically re-inspect the facilities, products and services of any approved supplier or distributor and, upon notice to franchisees and/or the supplier, revoke our approval of any supplier, distributor, product or service that does not continue to meet our criteria. Despite these rights, we may limit the number of approved suppliers with whom you may deal, designate sources that you must use, and/or refuse any of your requests for any reason, including if we have already designated an exclusive source (which might be us or our affiliate) for the applicable product or service or if we believe that doing so is in the best interests of the Decimal Business network. The Operations Manual may provide additional detail on the manner in which we grant and revoke approval of suppliers.

Because no Decimal Business franchises were operational during 2024, neither we nor our affiliates received any payments or other consideration from suppliers during 2024 based on

franchisees' purchases from those suppliers. We or our affiliates may, and intend to, receive revenues or profits or other material consideration from the purchases you make from us, our affiliates, or from other approved suppliers. We or our affiliates may retain any rebates or other payments we receive from suppliers without restriction.

We will not provide material benefits, like renewal or granting additional franchises, to franchisees based on their purchase of particular products or services or use of particular suppliers. We negotiate purchase arrangements with some suppliers, including price terms. In doing so, we seek to promote the overall interests of our franchise network and our interests as franchisor. There are no formal purchasing or distribution cooperatives in the Decimal Business franchise network.

Insurance

You must maintain in force at your sole expense the insurance coverage for the Franchise in the amounts, covering the risks, provided by the insurance carriers, and containing only the exceptions and exclusions that we periodically specify for the Franchise System. All of your insurance carriers must be rated A or higher by A. M. Best and Company, Inc. or using similar criteria as we periodically specify. In addition, we may periodically specify insurance carriers from which you must obtain and maintain the then-current required insurance coverage. We may, upon at least 60 days' notice to you, periodically increase the amounts of coverage required and/or require different or additional insurance coverage at any time. [Currently, we require you to obtain and maintain general liability, professional liability and workers' compensation insurance.](#)

Item 9

FRANCHISEE'S OBLIGATIONS

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

	Obligations	Section in agreement	Disclosure document item
a.	Site selection and acquisition/lease	2.A., 2.B. and 2.G. of Franchise Agreement	7, 8, 11 and 12
b.	Pre-opening purchases/leases	2.B., 2.D., 2.E. and 6 of Franchise Agreement; Client Acquisition Agreement	7, 8 and 11
c.	Site development and other pre-opening requirements	2 of Franchise Agreement	7, 8 and 11
d.	Initial and ongoing training	4 of Franchise Agreement	5, 6, 7 and 11
e.	Opening	2.F. of Franchise Agreement	11
f.	Fees	5, 6.F., 7.B., 9, 13.C., 13.D., 14.B., 16.A., 17.D. and 18.C. of Franchise Agreement; 2.03 of Client Acquisition Agreement; 1 of Promissory Note	5, 6, 7, 8 and 11

Item 10

FINANCING

If the Franchisee Purchase Option described in Item 1 is available to you, you choose to exercise it, and you are unable to finance the entire purchase price of the client accounts that you elect to purchase under the Client Acquisition Agreement, then our parent company, DTI, may (at its option) offer to finance the shortfall. We expect the principal amount that you will finance from DTI to range from \$10,000 to \$1,000,000 (or from about 20% to 95% of the total purchase price).

Under this financing arrangement, you and DTI will sign the Client Acquisition Agreement and the Promissory Note. If you are a business entity, each of your owners ~~will~~must sign the Personal Guaranty to guarantee the debt. You will pay amounts owed under the Promissory Note in monthly installments over a period to which you and DTI agree, which typically is from 1 to 5 years (Promissory Note – Section 1). The interest rate will be a variable rate equal to 1% plus the prime rate of interest per annum published periodically by the Wall Street Journal (Promissory Note – Section 1). You may prepay amounts due under the Promissory Note without penalty (Promissory Note – Section 4).

Under the Promissory Note, you must grant DTI a security interest in all of the client accounts you acquire under the Client Acquisition Agreement (Promissory Note – Section 2). If you default under the Promissory Note, DTI may, at its option, immediately take back possession of the client accounts and exercise its other rights and remedies under the Uniform Commercial Code and other applicable law (Promissory Note – Section 2).

If: (a) you fail to pay any amounts owed under the Promissory Note or to comply with your obligations under the Promissory Note, Client Acquisition Agreement or related agreements; (b) the Franchise Agreement expires or is terminated; (c) you are involved in any bankruptcy-related events; or (d) you sell or transfer all or any material part of your property or assets (except in the usual and ordinary course of the operation of your business) or there is a change in the character or suspension of any significant part of your business, then DTI may, at its option, declare the full amount of the Promissory Note immediately due and payable (Promissory Note – Section 3(b)). DTI may collect court costs, attorneys' fees and all other costs of collection (Promissory Note – Section 3(b)). We also may then terminate the Franchise Agreement.

Under the Promissory Note, you and any guarantor of the Promissory Note must waive presentment; demand; notice; protest; and all other notices that the Promissory Note or related agreements do not specifically require (Promissory Note – Section 5). Under the Personal Guaranty, the guarantors waive acceptance; notice of acceptance; protest and notice of default; any right to require that an action be brought against you or any other person; any law or statute that requires us to make demand upon, assert claims against, or collect from you or any others, foreclose any security interest, sell collateral, exhaust any remedies, or take any other action against you or any others prior to take any action against the guarantors; reimbursement and subrogation rights; and legal and equitable defenses. Under the Promissory Note, you also waive

any right to a jury trial and special, exemplary, punitive, consequential and any other damages except for actual damages (Promissory Note – Section 15).

Neither we nor any of our affiliates currently receive payments or other consideration from third party lenders for the placement of financing. While there is no current program under which DTI will sell or assign its rights under the Promissory Note or Personal Guaranty to a third party, DTI may do so in the future. If it does, you may lose certain defenses.

Except as disclosed above, we do not offer direct or indirect financing. We do not guarantee your note, lease or obligation, and we do not receive any consideration for placing financing with any lender.

Item 11

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

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

Under the Franchise Agreement, before you open the Franchise, we or our affiliate will:

(1) Sell or offer to sell you client accounts owned by DTI if you exercise the Franchisee Purchase Option (Client Acquisition Agreement). DTI also might finance some or all of the purchase price (Promissory Note).

(2) ~~Aaccept~~Approve a site that meets our requirements. The site selection process is described in Item 12 below. We will not unreasonably withhold our approval of a site that meets our then current criteria. The site may be an owner’s residence. If a proposed site is a commercial space, we may consider demographic characteristics; traffic patterns; parking; character of the neighborhood; competition from, proximity to, and nature of other businesses in the area; other commercial characteristics; the proposed site’s size, appearance, and other physical characteristics; and any other factors that we deem appropriate in deciding whether to approve a site. We may also consider the proposed site’s proximity both to the site selection area’s boundaries and to other existing or potential sites for Decimal Businesses located within or outside the site selection area. We will use reasonable efforts to review and either approve or reject a site that you propose within 15 days after receiving the complete site report. We have the right to terminate the Franchise Agreement, and you must forfeit your initial franchise fee, if you do not sign a lease within 30 days after we approve the site or you fail to open the Decimal Business within 90 days after the Franchise Agreement’s effective date. (Franchise Agreement – Section 2.A.)

(3) If you lease office space, we will ~~accept~~approve a letter of intent and lease that meets our requirements. You must obtain our prior written ~~acceptance~~approval of the letter of intent and the terms of any lease or sublease for the site before you sign it. You must give us a copy of the fully signed lease after you and the landlord have signed it. You may not sign any renewal or amendment of the lease that we have not accepted. (Franchise Agreement – Section 2.B.)

(4) Provide you mandatory and suggested written specifications and layouts for a Decimal Business, which might include recommendations and/or requirements for dimensions, design, image, interior layout (including equipment placement), décor, Operating Assets, and color scheme. The Franchise must contain all of the Operating Assets, and only the Operating Assets, that we periodically specify. We do not provide any Operating Assets or other items for the Franchise's development directly or deliver or install items. We will provide the names of approved suppliers and/or specifications for some items.

You must prepare all required construction plans and specifications to suit the site and make sure they comply with the Americans with Disabilities Act (the "ADA") and similar rules governing public accommodations for persons with disabilities, other applicable ordinances, building codes, permit requirements, and lease requirements and restrictions. If you construct improvements to the site, you must submit construction plans and specifications to us for approval before you begin work and all revised or "as built" plans and specifications during construction. Our review is limited to ensuring your compliance with our design requirements and the Franchise Agreement's other requirements. Our review is not designed to assess compliance with federal, state, or local laws and regulations, including the ADA, as compliance with those laws and regulations is your responsibility. You must remedy, at your expense, any noncompliance or alleged noncompliance with those laws and regulations. (Franchise Agreement – Section 2.D.)

(5) Train you and your personnel to operate a Decimal Business. We describe this training later in this Item 11. (Franchise Agreement – Sections 4.A. to 4.C.)

(6) Provide you access to our Operations Manual for use in operating the Franchise during the Franchise Agreement's term. ~~The Operations Manual might include written or intangible materials (including videos and other electronic media) and we may make it available to you by various means. At our option, we may post the Operations Manual on the System Website (defined below) or another restricted website to which you will have access. If we do so, you must periodically monitor the website for any updates to the Operations Manual or System Standards. Any passwords or other digital identifications necessary to access the Operations Manual on such a website are part of our confidential information. The Operations Manual contains System Standards and information on your other obligations under the Franchise Agreement. We may modify the Operations Manual periodically to reflect changes in System Standards. You must keep your copy of the Operations Manual current and communicate all updates to your Accounting Principal and other personnel that work in your Decimal Business in a timely manner. If there is a dispute over its contents, our master copy of the Operations Manual controls. The contents of the Operations Manual are confidential, and you may not disclose the Operations Manual to any person other than your Accounting Principal and any member of your management team or staff that needs to know its contents. You may not at any time copy, duplicate, record or otherwise reproduce any part of the Operations Manual, except as we periodically authorize for training and operating purposes.~~ Our Operations Manual has a total of 203 pages as of the date of this disclosure document and its table of contents appears in Exhibit D.

Any materials, guidance or assistance that we provide concerning the terms and conditions of employment for your employees, employee hiring, firing and discipline, and similar employment-related policies or procedures, whether in the Operations Manual or otherwise, are solely for your optional use. Those materials, guidance and assistance do not form part of the

We have the right to terminate the Franchise Agreement, and you must forfeit your initial franchise fee, if you have not commenced operations in accordance with the Franchise Agreement within 90 days of signing the Franchise Agreement.

~~You may not commence operating the Decimal Business until: (1) you have properly developed and equipped the Franchise according to our standards and specifications and in compliance with all applicable laws and regulations; (2) your personnel have completed all pre-opening training to our satisfaction; (3) you have paid all amounts you then owe to us and our affiliates; (4) you have given us evidence of required insurance coverage and payment premiums; (5) you have given us a copy of your fully signed lease, if you lease office space; and (6) if we require, we have conducted a pre-opening evaluation and/or have certified the Franchise for opening. Our determination that you have met all our pre-opening requirements will not constitute a waiver of your non-compliance or of our right to demand full compliance with those requirements. (Franchise Agreement Section 2.F.)~~

Advertising, Marketing and Promotion

Brand Fund

We administer and control the Brand Fund for the advertising, marketing, promotional, client relationship management, public relations and other brand-related programs and materials for Decimal Businesses that we periodically deem appropriate. We will start collecting Brand Fund contributions when the first franchised Decimal Business opens. The amount of the Brand Fund contributions will be 2% of Gross Revenues but we may increase the required Brand Fund contribution up to 3% of Gross Revenues upon notice to you and the network of other Decimal Business franchisees. Payments of contributions to the Brand Fund in the amount that we periodically specify will be processed by DFS after it has collected payments from clients. We anticipate that all franchisees will contribute to the Brand Fund at the same rate. Each Decimal Business that we or our affiliate operates will contribute to the Brand Fund at either the same rate as you or a rate similar to the rate at which other Decimal Business franchisees contribute.

We have the right to designate and direct all programs that the Brand Fund finances, with sole control over the creative and business concepts, materials and endorsements used and their geographic, market and media placement and allocation. The Brand Fund may pay for preparing, producing and placing video, audio and written materials, electronic media and Social Media (defined below); developing, maintaining and administering one or more System Websites, online sales and client retention programs, mobile applications, and other technologies used to reach clients and potential clients; administering national, regional, multi-regional and local marketing, advertising, promotional and client relationship management programs, including purchasing trade journal, direct mail, Internet and other media advertising and using advertising, promotion, and marketing agencies and other advisors to provide assistance; and supporting public and client relations, market research, and other advertising, promotion, marketing and brand-related activities. The Brand Fund may place advertising or other programs in any media, including print, radio, and television, on a local, regional or national basis. Our in-house staff, national or regional advertising agencies, and/or other contractors may produce advertising, marketing, promotional and other Brand Fund programs and materials. The Brand Fund also may reimburse Decimal Business operators (including us and/or our affiliates) for expenditures consistent with the Brand

We or our affiliate own all intellectual property and other rights in the System Website and all information it contains, including the domain name or URL for the System Website and all subsidiary websites, the log of “hits” by visitors, and any personal or business data that visitors (including you, your personnel and your customers) supply. We may use the Brand Fund’s assets to develop, maintain, support and update the System Website. We may implement and periodically modify System Standards relating to the System Website and, at our option, may discontinue all or any part of the System Website, or any services offered through the System Website, at any time.

All Local Marketing that you develop for the Franchise must contain notices of the System Website in the manner that we periodically designate. You may not develop, maintain or authorize any other website, other online presence or other electronic medium (such as mobile applications, kiosks and other interactive properties or technology-based programs) that mentions or describes you, the Franchise or its products or services or that displays any of the Marks. Except for the System Website (if applicable), you may not conduct commerce or offer or sell any products or services using any website, another electronic means or medium, or otherwise over the Internet or using any other technology-based program without our approval. Nothing in the Franchise Agreement limits our right to maintain websites and technologies other than the System Website or to offer and sell products or services under the Marks from the System Website, another website or technology, or otherwise over the Internet (including to the Franchise’s customers and prospective customers) without payment or obligation of any kind to you. (Franchise Agreement – Section 7.E.)

Social Media

You must comply with our policies and requirements, which we may periodically modify, concerning blogs, common social networks like Facebook, professional networks like LinkedIn, live-blogging tools like X, virtual worlds, file, audio and video sharing sites and applications like Pinterest, Instagram, and TikTok, and other similar social networking or media sites or tools (collectively, “**Social Media**”) that in any way reference the Marks or involve the Franchise. These policies may involve prohibitions on your and your representatives’ use of Social Media relating to the Marks or the Franchise. (Franchise Agreement – Section 7.F.)

Computer System

You must obtain and use the Computer System in operating the Franchise. Currently, a laptop computer loaded with the software and technology we specify is required to operate the Franchise (the “**Computer System**”). We may periodically modify the specifications for and components of, and the technologies and functions for the Computer System. These modifications and other developments may require you to purchase, lease, and license new or modified computer hardware, software, and other components and technologies and to obtain service and support for the Computer System. Nothing limits the frequency or cost of this obligation. ~~While we cannot estimate the future costs of the Computer System or required service or support at this time,~~ you You must incur any costs associated in obtaining, updating, adding to, or modifying the Computer System and required service or support, which we currently estimate will be approximately \$500 per employee per year. You must obtain all Computer System components that we designate and ensure that your Computer System functions properly at all times. As of the date of this disclosure document, a single computer loaded with all software, domain email, and access to the technologies required by System Standards costs \$2,000.

We or our affiliates will provide ongoing maintenance, repairs, upgrades or updates to the Computer System in exchange for your payment of DFS Fees. Because of varying system needs and market conditions, we are unable to estimate the cost of other optional maintenance, updating, upgrading or support contracts for the Computer System.

We and our affiliates may condition any license of required or recommended proprietary software to you, and/or your use of technology developed or maintained by or for us (including the System Website), on your signing a software license agreement or similar document, or otherwise agreeing to the terms (for example, by acknowledging your consent to and accepting the terms of a click-through license agreement), that we and our affiliates periodically specify to regulate your use of, and our (or our affiliate's) and your respective rights and responsibilities concerning, the software or technology. We and our affiliates may charge you up-front and ongoing fees for any required or recommended proprietary software or technology that we or our affiliates license to you in the future and for other Computer System maintenance and support services provided during the term of the Franchise Agreement not otherwise covered by DFS Fees.

We will have independent, unlimited access to all information and data in the Computer System, including continuous independent access to all Client Data (defined in Item 14). Apart from your obligation to buy, use, and maintain the Computer System according to our standards and specifications, and except for our ongoing maintenance and support, you have sole and complete responsibility for: (1) the acquisition, operation, maintenance, and upgrading of the Computer System; (2) the manner in which your Computer System interfaces with our and any third party's computer systems; and (3) any and all consequences if the Computer System is not properly operated, maintained, and upgraded. (Franchise Agreement – Section 2.E.)

Marketing Technology Fee

We will administer the Franchise Agreement, System Standards, and provide access to additional training and question and answer sessions for a monthly Marketing Technology Fee designated by us, which is currently \$250. The Marketing Technology Fee also currently covers one Salesforce license for use in connection with the Decimal Business (Franchise Agreement – Section 5.C.)

Training

The current training program that we provide to new franchisees after signing the Franchise Agreement and before opening the Decimal Business includes our formal Initial Training Program, which is conducted virtually and online for up to 84 hours. Nicole Freeman, our VP of Finance, who has been working in the accounting and bookkeeping industry for 10 years, manages and conducts the training program. Nicole has been with DTI since January 2022 and with us since our inception in May 2025. The Operations Manual and various training guides serve as instructional materials.

Initial Training Program

The Operating Principal and Accounting Principal (as defined in Item 15) must attend the Initial Training Program and complete the program to our satisfaction [at least 1 day](#) before opening the Franchise. The Initial Training Program may include a review and explanation of the Operating

Manuals, videos, handouts, and other tutorial information regarding operation of the Franchise. If any of your owners or management team has attended and completed the Initial Training Program to our satisfaction under an existing franchise agreement with us, we will not require them to attend the Initial Training Program.

Up to 2 additional owners of the Franchise may attend the Initial Training Program without paying a training fee. You will be charged a training fee (currently \$750) for each additional trainee. You must pay for all travel, living and other expenses that any of your staff or representatives incur during the Initial Training Program. If we decide that you or your personnel cannot complete the Initial Training Program to our satisfaction, we may require you or your personnel to attend additional training programs at your expense and for which we may charge reasonable fees.

We conduct the Initial Training Program virtually and online, or at a location we designate. We conduct the Initial Training Program on an as-needed basis and reserve the right to group franchisees together to receive the Initial Training Program. The following table describes our current Initial Training Program:

TRAINING PROGRAM

Column 1 Subject	Column 2 Hours of Classroom Training	Column 3 Hours of On-The- Job Training	Column 4 Location
Introduction & Pre-Opening	Up to 8 hours	Up to 4 hours	Virtual / Online
Marketing & Sales	Up to 16 hours	Up to 8 hours	Virtual / Online
Service Delivery & Operations	Up to 16 hours	Up to 8 hours	Virtual / Online
Franchise Support	Up to 16 hours	Up to 8 hours	Virtual / Online
Total	Up to 56 hours	Up to 28 hours	

Ongoing Training

During the Franchise Agreement’s term, we may require your management team, including your Operating Principal and Accounting Principal, to attend and satisfactorily complete various training courses, programs and evaluations, including virtual and online training, that we choose to provide periodically at the times and locations we designate. Your personnel whom we periodically specify also must attend any conventions or other programs that we periodically specify for some or all Decimal Businesses. We may charge reasonable fees for these training courses, programs, evaluations, and conventions- [\(currently none but we may charge fees up to \\$50 per attendee per day \(not including travel, lodging, food or other living expenses\)\)](#). We currently have no planned ongoing or optional training programs, but within 6 months of opening you may be required to travel to Indianapolis, Indiana, to participate in a post-opening operations evaluation and training. There is no fee for this evaluation or training but you will be responsible for all costs incurred in attending, including travel, lodging, and meals. If you request and we agree to provide additional or special guidance, assistance, or training, you must pay us then applicable charges per training session, plus any travel and living expenses for our personnel. Any

specific ongoing training, conventions, advice or assistance that we provide does not create an obligation to continue providing that specific training, convention, advice or assistance, all of which we may discontinue and modify at any time. (Franchise Agreement – Section 4.B.)

Item 12

TERRITORY

Site Selection Area

If you have not located an ~~accepted~~approved Site as of the Franchise Agreement’s effective date, then within 30 days after the Franchise Agreement’s effective date, you must deliver to us for our review a complete site report and other materials and information we request within the non-exclusive “**Site Selection Area**” identified in an Exhibit to the Franchise Agreement. We will use our reasonable efforts to review and either ~~accept~~approve or reject a proposed Site within 7 days of receiving the complete site report. You will not have any territorial or other rights in the Site Selection Area. We may establish and operate, or grant rights to others to establish and operate, Decimal Businesses within or outside the Site Selection Area.

The Franchise must be located at a site that we have ~~accepted~~approved, which may be your personal residence. You may relocate the Franchise to a new site within the Territory upon our prior written approval. You will relocate at your expense and must comply with the Franchise Agreement’s provisions relating to development of the new location and de-identification of the old location. You must reimburse us for our ~~reasonable~~ costs incurred in the relocation.

Territory

After we ~~accept~~approve the Site, we will define your “**Territory**” in an Exhibit to the Franchise Agreement. We typically determine Territories using a map depicting boundaries and/or zip codes. Your Territory will have a minimum population of 100,000. The size of your Territory will depend on various market characteristics such as demographics, boundaries, location of competing businesses, neighborhoods covered, and population density.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. Although we do not encourage direct marketing outside of our franchisees’ respective territories, we do not prohibit it. As a result, we, our affiliates, or other franchisees may provide products and services that are similar or dissimilar to, or competitive with, any products and services that Decimal Businesses provide, whether identified by the Marks or other trademarks or service marks, to clients located within your Territory. However, if you are complying with the Franchise Agreement, neither we nor our affiliates will operate, or authorize any other party to operate, a Decimal Business the physical premises of which are located within your Territory.

You are not prohibited from performing services for clients located outside your Territory or from advertising or promoting your Decimal Business in media, including the Internet, that may extend beyond your Territory; however, we encourage you to solicit and serve clients located within your Territory.

At all times, we and our affiliates have the right to engage in any activities we or they deem appropriate that the Franchise Agreement does not expressly prohibit, whenever and wherever we or they desire. This includes:

- (a) establishing and operating, and granting rights to others to establish and operate, on any terms and conditions we deem appropriate, Decimal Business the physical premises of which are at any locations outside the Territory;
- (b) establishing and operating, and granting rights to others to establish and operate, on any terms and conditions we deem appropriate, accounting, bookkeeping, tax, consulting, and other advisory businesses, or any similar or dissimilar businesses, that either are not primarily identified by the Marks or do not use the Franchise System at any locations, whether within or outside the Territory;
- (c) all rights relating to the Marks, and all products and services associated with any of the Marks, in any methods of distribution, except as specifically set forth above. This includes providing, and granting rights to others to provide (except as specifically set forth above), products and services to customers and other third parties that are similar or dissimilar to, or competitive with, any products and services that Decimal Businesses provide, whether identified by the Marks or other trademarks or service marks, regardless of the method of distribution (including through the System Website, other retail outlets, and shipping and delivery), and at any locations; and
- (d) acquiring the assets or ownership interests of, or being acquired (regardless of the form of transaction) by, one or more businesses providing products and services similar or dissimilar to those provided at Decimal Businesses, and franchising, licensing or creating other arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating, whether within or outside the Territory.

We will determine, and may periodically expand, the geographic area within which your Decimal Business may offer services, but you will not receive any exclusive, protected or other territorial rights in any geographic area outside of your Territory. You must ensure that all clients receive high quality services according to System Standards. We and our affiliates may use other channels of distribution, such as the Internet, telemarketing, and other direct marketing, to solicit clients in your Territory using the Marks and other trademarks without compensating you.

Under the Franchise Agreement, you have no options, rights of first refusal, or similar rights to acquire additional franchises within your Territory or contiguous territories. Upon the occurrence of any event that allows us to terminate your Franchise Agreement, including your failure to comply with [the Performance Requirements](#) (~~defined above in Note 2 of Item 6 of this disclosure document~~)[listed below](#), in addition to our other rights and remedies, we may reduce or eliminate your rights to all or a portion of your Territory, after which we may operate, and authorize other parties to operate, Decimal Businesses within the Territory. Otherwise, we may not alter your Territory or modify your territorial rights before your Franchise Agreement expires or is terminated, although we may do so for a successor franchise.

Performance Requirements

<u>Number of Months in Operation</u>	<u>Recurring Monthly Gross Revenues</u>
<u>1 – 17</u>	<u>Not Applicable</u>
<u>18 – 24</u>	<u>\$15,000</u>
<u>25 – 36</u>	<u>\$20,000</u>
<u>37 – 48</u>	<u>\$30,000</u>
<u>49 – 60</u>	<u>\$36,000</u>
<u>61 – end of Term</u>	<u>\$45,000</u>

We currently do not operate or franchise any business under a different trademark that sells or will sell goods or services similar to those that our franchisees sell, but we may do so in the future. Our affiliate, KLZ Tax LLC (“**KLZ**”), currently operates businesses under the “KLZ Tax,” “Decimal,” and “Decimal Technologies Inc.” brands and marks that sell tax filing and tax advisory services similar to certain services that Decimal Businesses offer. KLZ shares our principal business address. KLZ does not maintain offices or training facilities that are physically separate from our offices and training facilities. KLZ’s business may solicit and accept orders from customers near your Decimal Business. Because they are separate companies, we do not expect any conflicts between us and our franchisees and KLZ regarding territory, customers, or support, and we have no obligation to resolve any perceived conflicts that may arise. As of the date of this disclosure document, we anticipate that we will cease being affiliated with KLZ by the end of 2025. Any disputes between you and us related to the Decimal Business will be resolved according to the dispute resolution procedures described in Item 17 of this disclosure document.

Item 13

TRADEMARKS

We grant you the non-exclusive right under the Franchise Agreement to use and display the Marks in operating, marketing, and advertising the Franchise. DTI owns the following principal Mark, which is registered on the Principal Register of the United States Patent and Trademark Office (the “PTO”):

Mark	U.S. Registration Number	U.S. Serial Number	Registration Date
Decimal	6759321	90754762	June 14, 2022

No currently effective agreement significantly limits our rights to use or license the Marks in a manner material to the Franchise. There are no currently effective material determinations of the PTO, the Trademark Trial and Appeal Board, any state trademark administrator, or any court,

defense or indemnify you for damages or expenses in a proceeding involving a copyright or claims arising from your use of copyrighted items.

We will disclose certain Confidential Information to you during the Franchise Agreement's term. "**Confidential Information**" includes development plans and site selection criteria for Decimal Businesses; methods, formats, specifications, standards, systems, procedures, marketing techniques, knowledge and experience used in developing and operating Decimal Businesses, including marketing research and promotional, marketing, advertising, public relations, customer relationship management and other brand-related materials and programs for Decimal Businesses; knowledge of specifications for and suppliers of, and methods of ordering, certain Operating Assets and other products that Decimal Businesses use and/or sell; knowledge of the operating results and financial performance of Decimal Businesses other than the Franchise; training materials and videos; the Computer System; customer communication and retention programs, along with data used or generated in connection with those programs, including Client Data; and any other information we reasonably designate as confidential or proprietary. However, Confidential Information does not include information, knowledge or know-how that is or becomes generally known publicly (without violating an obligation to us or our affiliates) or that you knew from previous business experience before we provided it to you or before you began training or operating a Decimal Business.

Confidential Information is proprietary and includes our trade secrets. You and your owners (a) may not use any Confidential Information in any other business or capacity, whether during or after the Franchise Agreement's term; (b) must keep the Confidential Information absolutely confidential, both during the Franchise Agreement's term and after for as long as the information is not in the public domain; (c) may not make unauthorized copies of any Confidential Information disclosed in written or other tangible or intangible form; (d) must adopt and implement all reasonable procedures that we periodically designate to prevent unauthorized use or disclosure of Confidential Information, including restricting its disclosure to Franchise personnel and others needing to know the Confidential Information to operate the Franchise, and using confidentiality agreements with those having access to Confidential Information. ~~We may regulate the form of agreement that you use and be a third party beneficiary of that agreement with independent enforcement rights;~~ and (e) may not sell, trade or otherwise profit in any way from the Confidential Information, except during the Franchise Agreement's term using methods we approve.

You must comply with our System Standards, other directions from us, prevailing industry standards (including payment card industry data security standards), all contracts to which you are a party or otherwise bound, and all applicable laws and regulations regarding the organizational, physical, administrative and technical measures and security procedures to safeguard the confidentiality and security of Client Data on your Computer System or in your possession or control. You also must employ reasonable means to safeguard the confidentiality and security of Client Data. "**Client Data**" means names, contact information, financial information, and other personal information of or relating to clients and prospective clients of the Decimal Business. If there is a suspected or actual breach of security or unauthorized access involving Client Data ("**Data Security Incident**"), you must notify us immediately after becoming aware of it and specify the extent to which Client Data was compromised or disclosed. You must comply with our instructions in responding to any Data Security Incident. We have the right, but no obligation,

to control the direction and handling of any Data Security Incident and any related investigation, litigation, administrative proceeding or other proceeding at your expense.

We and our affiliates may, through the Computer System or other means, have access to Client Data. During and after the Franchise Agreement's term, we and our affiliates may make all disclosures and use the Client Data in our and their business activities and in any manner that we or they deem necessary or appropriate. You must secure from vendors, clients, prospective clients, and others all consents and authorizations, and provide them all disclosures, that applicable law requires to transmit Client Data to us and our affiliates and for us and our affiliates to use that Client Data in the manner that the Franchise Agreement contemplates.

~~You must promptly disclose to us all ideas, concepts, techniques or materials relating to Decimal Businesses that you or your owners, employees or contractors create (collectively, "Innovations"). Innovations are our sole and exclusive property, part of the Franchise System, and works made for hire for us. If any Innovation does not qualify as a work made for hire for us, you assign ownership of that Innovation, and all related rights to that Innovation, to us and must sign (and cause your owners, employees and contractors to sign) whatever assignment or other documents we request to evidence our ownership or to help us obtain intellectual property rights in the Innovation. We and our affiliates have no obligation to make any payments to you or any other person for any Innovations. You may not use any Innovation in operating the Decimal Business or in any other way without our prior approval.~~

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Only you are authorized to operate the Franchise. You must operate the Franchise for the Franchise Agreement's entire term and at all times faithfully, honestly and diligently perform your obligations and fully exploit the rights granted under the Franchise Agreement.

An individual whom we approve must at all times during the term of the Franchise Agreement serve as the "**Operating Principal**" and: (a) own 20% or more of the ownership interests of the franchisee entity; (b) have the authority under the entity's governing documents to authorize a merger, liquidation, dissolution or transfer of substantially all of the company's assets and otherwise direct and control the management and policies without the vote or consent of any other person or entity; and (c) devote sufficient time and attention to the operation, promotion and enhancement of the Decimal Business. The Franchise Agreement does not require the Operating Principal to participate personally in the direct day-to-day operation of the Franchise, but we recommend that he, she, or they do so.

An individual must also be designated as Accounting Principal. The "**Accounting Principal**" whom we approve will devote all of its business time and attention to the accounting services provided by the Decimal Business. The Accounting Principal need not have any ownership interest in the Franchise but must have authority over all day-to-day accounting decisions. If the Accounting Principal fails to serve in this capacity, you must designate a replacement, whom we approve, and ensure that he or she satisfactorily completes the training that

Provision	Section in franchise or other agreement	Summary
	Agreement; 1 of Promissory Note	
b. Renewal or extension of the term	14.A of Franchise Agreement; 10 of Promissory Note	<p>Under the Franchise Agreement, you may acquire 2 successor franchises of 5 years each if you have complied with your obligations under the Franchise Agreement and other agreements, you provide written notice, and you bring the Decimal Business up to then-current system standards.</p> <p>We may in our sole and absolute discretion grant extensions and/or renewals of the Promissory Note periodically for any term.</p>
c. Requirements for franchisee to renew or extend	14.A and 14.B of Franchise Agreement	You must sign our then current form of franchise agreement (which may be materially different from the Franchise Agreement), pay us successor franchise fee of 15% of the current franchise fee and sign release (to the extent state law allows).
d. Termination by franchisee	15.A of Franchise Agreement	Not applicable You may terminate the Franchise Agreement if we commit a material breach of any of our obligations under the Franchise Agreement and fail to cure that breach within 30 days or a longer reasonable time period if we cannot reasonably correct the breach within 30 days.
e. Termination by franchisor without cause	Not applicable	We may not terminate the Franchise Agreement without cause.
f. Termination by franchisor with cause	15.B-C of Franchise Agreement; 3(b) of Promissory Note	<p>We may terminate the Franchise Agreement if you or your owners commit any one of several violations. We may exercise a list of alternative remedies instead of terminating the Franchise Agreement.</p> <p>We may terminate the Promissory Note if you commit any one of several defaults.</p>
g. “Cause” defined – curable defaults	15.B of Franchise Agreement	Violations of the Franchise Agreement have different cure periods applicable. Subject to applicable law, must defaults may be cured within 30 days of notice.
h. “Cause” defined – non-curable defaults	15.B of Franchise Agreement; 3(b) of Promissory Note	Non-curable defaults under the Franchise Agreement include material misrepresentation or omission, failure to satisfactorily complete training, failure to sign a lease or open for business on time, abandonment or failure to actively operate, surrender or transfer of control, conviction of or pleading no contest to felony, any dishonest, unethical or illegal conduct that adversely impacts reputation or goodwill, failure to maintain insurance, interference with our rights to inspect or audit books and records, unauthorized transfer, termination of another agreement between you and us, violation of non-compete or confidentiality restrictions,

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2022 to 2024

Column 1 States	Column 2 Year	Column 3 Number of Transfers
All States	2022	0
	2023	0
	2024	0
Total	2022	0
	2023	0
	2024	0

Table No. 3
Status of Franchised Outlets
For years 2022 to 2024

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non- Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations -Other Reason	Column 9 Outlets at End of Year
All States	2021 2022	0	0	0	0	0	0	0
	2022 2023	0	0	0	0	0	0	0
	2023 2024	0	0	0	0	0	0	0
TOTALS	2021 2022	0	0	0	0	0	0	0
	2022 2023	0	0	0	0	0	0	0
	2023 2024	0	0	0	0	0	0	0

Table 4
Status of Company-Owned Outlets
For years 2022 to 2024

Column 1 State	Column 2 Year	Column 3 Outlets at Start of the Year	Column 4 Outlets Opened	Column 5 Reacquired from Franchisees	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisees	Column 8 Outlets at End of the Year
Indiana	2022	0	1	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
Totals	2022	0	1	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1

Table No. 5
Projected Openings As Of December 31, 2024

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
Colorado	0	1	0
Indiana	0	2	0
Missouri	0	1	0
South Carolina	0	1	0
TOTALS	0	5	0

As of December 31, 2024, no franchisees operated Decimal Businesses. In the future, we will list the names of all of our franchisees and the addresses and telephone numbers of their Decimal Businesses in Exhibit F. In the future, we will also provide (in Exhibit G) a list of the names, cities and states, and last known home or business telephone numbers of the franchisees who had an outlet terminated, transferred, canceled, or not renewed, or who otherwise voluntarily or involuntarily ceased to do business under a franchise agreement with us, during the previous fiscal year or who have not communicated with us within 10 weeks of our then current disclosure document’s issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

No franchisees have signed agreements with confidentiality clauses during the last 3 years. There are no trademark-specific franchisee organizations associated with the Decimal Business franchise network.

Item 21

FINANCIAL STATEMENTS

Exhibit C contains our audited opening balance sheet as of June 30, 2025. We have not been in business for 3 years and, therefore, cannot include 3 years of audited financial statements in this disclosure document. [Our fiscal year end is December 31.](#)

Item 22

CONTRACTS

The following proposed agreements regarding the franchise offering are attached as exhibits to this disclosure document:

1. Franchise Agreement – Exhibit A
2. Form of Client Acquisition Agreement – Exhibit E-1
3. Form of Promissory Note (including form of Personal Guaranty) – Exhibit E-2
4. Release Signed upon Renewal or Transfer – Exhibit H
5. Franchise Compliance Certification – Exhibit J

MINNESOTA

1. Initial Franchise Fees. The following is added to the end of Item 5:

The Minnesota Department of Commerce requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the Franchise Agreement and the franchised business has opened.

2. ~~1-Trademarks.~~ The following is added at the end of Item 13:

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).

3. ~~2-Renewal, Termination, Transfer and Dispute Resolution.~~ The following is added at the end of Item 17:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J might prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or Franchise Agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes 1984, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

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 Minn. 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.

**ADDENDUM TO THE
FRANCHISE AGREEMENT
FOR USE IN MINNESOTA**

THIS ADDENDUM (this “**Addendum**”) is made and entered into this ___ day of _____, 20__ by and between **Decimal Franchising, LLC**, a Delaware limited liability company with its principal place of business at 7951 Westfield Blvd., Indianapolis, Indiana 46240 (“**Franchisor**,” “**we**” or “**us**”), and _____, a _____ with its principal place of business at _____ (“**Franchisee**” or “**you**”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 20__ (the “Franchise Agreement”). This Addendum is annexed to and forms part of the Franchise Agreement. This Addendum is being signed because (a) the Decimal Business that you will operate under the Franchise Agreement will be located in Minnesota; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in Minnesota.

2. **INITIAL FRANCHISE FEES.** The following is added to the end of Section 5.A of the Franchise Agreement:

The Minnesota Department of Commerce requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the Franchise Agreement and the franchised business has opened.

3. ~~2.~~**RELEASES.** The following is added to the end of Sections 13.C.(3), 13.E., 14.B.(3) and 16.E.(5) of the Franchise Agreement:

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

4. ~~3.~~**SUCCESSOR TERM AND TERMINATION.** The following is added to the end of Sections 14 and 15 of the Franchise Agreement:

However, with respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice of non-renewal of this Agreement.

5. ~~4.~~**NOTIFICATION OF INFRINGEMENT AND CLAIMS.** The following sentence is added to the end of Section 10.C. of the Franchise Agreement:

We will protect your rights to use the Marks or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the Marks. Minnesota considers it unfair to not protect your right to use the Marks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).

6. ~~5.~~**GOVERNING LAW.** The following statement is added at the end of Section 18.H. of the Franchise Agreement:

NOTHING IN THIS AGREEMENT WILL ABROGATE OR REDUCE ANY OF YOUR RIGHTS UNDER MINNESOTA STATUTES CHAPTER 80C OR YOUR RIGHT TO

ANY PROCEDURE, FORUM OR REMEDIES THAT THE LAWS OF THE JURISDICTION PROVIDE.

7. ~~6.~~ **CONSENT TO JURISDICTION**. The following is added to the end of Section 18.I. of the Franchise Agreement:

NOTWITHSTANDING THE FOREGOING, MINN. STAT. SEC. 80C.21 AND MINN. RULE 2860.4400J PROHIBIT US, EXCEPT IN CERTAIN SPECIFIED CASES, FROM REQUIRING LITIGATION TO BE CONDUCTED OUTSIDE OF MINNESOTA. NOTHING IN THIS AGREEMENT WILL ABROGATE OR REDUCE ANY OF YOUR RIGHTS UNDER MINNESOTA STATUTES CHAPTER 80.C OR YOUR RIGHTS TO ANY PROCEDURE, FORUM OR REMEDIES THAT THE LAWS OF THE JURISDICTION PROVIDE.

8. ~~7.~~ **INJUNCTIVE RELIEF**. The following is added to the end of Sections 18.F., 18.G. and 18.I. of the Franchise Agreement:

You cannot consent to our obtaining injunctive relief. We may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

9. ~~8.~~ **MUTUAL WAIVER OF JURY TRIAL AND PUNITIVE DAMAGES**. If, and then only to the extent, required by the Minnesota Franchises Law, Section 18.J. of the Franchise Agreement is deleted.

10. ~~9.~~ **LIMITATION OF CLAIMS**. The following is added to the end of Section 18.L. of the Franchise Agreement:

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

11. [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.](#)

[Signature Page Follows]