

FRANCHISE DISCLOSURE DOCUMENT

~~HOW TO MANAGE~~

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~~SMALL LAW FIRM®~~

HOW TO MANAGE A SMALL LAW
FIRM FRANCHISOR, LLC
2801 Florida Avenue, Unit 4,
Coconut Grove, Florida 33133
1-833-466-2624
Franchise@HowToManage.com
HowToManage.com/Franchise

The franchise offered is for a membership-based business, operating under the How To Manage A Small Law Firm® trademarks, which offers a variety of management, advisory fractional executive, training, and educational services designed to support the business functions of solo and small law firms. The franchise being offered is a membership-based business-advisory service and not the practice of law.

The total investment necessary to begin operation of a How To Manage A Small Law Firm franchise ranges from \$82,850 to \$121,400. This includes \$45,000 that must be paid to the franchisor and its affiliates. Before you purchase a How To Manage A Small Law firm franchise, you must sign a Trial Agreement and pay us a deposit of \$5,000. If you successfully complete our Trial Program and sign a Franchise Agreement, we will apply the deposit towards your initial franchise fee.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact RJon Robins at 2801 Florida Avenue, Unit 4, Coconut Grove, Florida 33133, or by phone at 1-833-466-2624.

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 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: ~~December 12, 2024, as amended May 12~~October 17, 2025

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by arbitration or litigation only in Florida. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost more to litigate with the franchisor in Florida than in your own state.
2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for your financial obligations under the franchise agreement, even though your spouse has no ownership interest in the business. This guarantee will place both you and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
3. **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.
4. **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.

Table of Contents

ITEM 1. THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES	1
ITEM 2. BUSINESS EXPERIENCE.....	4
ITEM 3. LITIGATION	5
ITEM 4. BANKRUPTCY	5
ITEM 5. INITIAL FEES.....	5
ITEM 6. OTHER FEES.....	5
ITEM 7. ESTIMATED INITIAL INVESTMENT.....	10
ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	12
ITEM 9. FRANCHISEE’S OBLIGATIONS	15
ITEM 10. FINANCING.....	16
ITEM 11. FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING.....	16
ITEM 12. TERRITORY	24
ITEM 13. TRADEMARKS	25
ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION.....	28
ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS.....	29
ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL.....	30
ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION.....	30 31
ITEM 18. PUBLIC FIGURES.....	35 36
ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS.....	35 36
ITEM 20. OUTLETS AND FRANCHISEE INFORMATION.....	36
ITEM 21. FINANCIAL STATEMENTS	38
ITEM 22. CONTRACTS.....	38
ITEM 23. RECEIPTS.....	38 39

EXHIBITS

- Exhibit A-1 – Trial Agreement
- Exhibit A-2 – Franchise Agreement
- Exhibit B – State Administrators / Agents for Service of Process
- Exhibit C – Financial Statements
- Exhibit D – Table of Contents of Operations Manual
- Exhibit E – Form of General Release
- Exhibit F – Franchisee Lists
- Exhibit G – Representations and Acknowledgment Statement

Exhibit H – State Addenda and Agreement Riders
Exhibit I – Receipts

ITEM 1.
THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

Introduction

To simplify the language in this franchise disclosure document (this “Disclosure Document”), we use the terms “we” or “us” to refer to the franchisor, How To Manage A Small Law Firm Franchisor, LLC. When we refer to our affiliates, we will refer to them using the names outlined below. “You” means the person who buys a franchise from us.

The Franchisor and Our Agents for Service of Process

We are a limited liability company that was formed in Florida on November 6, 2024. We began offering franchises as of December 12, 2024, ~~the date of this Disclosure Document.~~ We conduct business under our corporate name and the name “How To Manage A Small Law Firm.” Our principal business address is 2801 Florida Avenue, Unit 4, Coconut Grove, Florida 33133. We do not operate businesses of the type being offered in this Disclosure Document, we do not have any other business activities, and we have not offered any franchises in any other lines of business.

Our agents for service of process are disclosed in Exhibit B.

Our Parent, Predecessors and Affiliates

We do not have any predecessors.

Our affiliate, How To Manage A Small Law Firm Franchise Operating Company, LLC (“OpCo”), a Florida limited liability company which shares our principal business address, will enter into membership agreements (“Membership Agreements”) with clients that your Business (defined below) services.

Our affiliate, How To Manage IP Holding Company LLC, a Florida limited liability company (“HTM IP”) which shares our principal business address, owns the Marks (defined below) and will provide trademark license rights in the Marks to us, enabling us to license those Marks to franchisees.

Our and OpCo’s parent is How To Manage A Small Law Firm Franchise Holding Company, LLC (“Holdings”), a Florida limited liability company which shares our principal business address. Except as set forth above, none of OpCo, HTM IP, or Holdings currently own or operate any Businesses or offer franchises for Businesses or any other concepts.

Affiliated Franchise Program

We are also under common control with Red Wagon Club Franchise, LLC (“RWC”) which offers franchises for membership-based businesses that provide a variety of educational and social programs and non-legal services to clients. RWC has offered franchises for the “Red Wagon Club” concept since July 2024. As of ~~May 12~~June 30, 2025, there is one franchised “Red Wagon Club” business in operation. RWC has a principal place of business of 2801 Florida Avenue, Unit 4, Coconut Grove, Florida 33133. RWC has not owned, operated, or offered franchises for Businesses. Except with respect to RWC, neither we nor any of our affiliates currently offers or has offered franchises for any other concept.

Overview of Franchisor’s Business and Franchise Offered:

We offer the opportunity to develop and operate a membership-based business operating under the Marks (each, a “Business”) that provides a variety of tiered programs and services to solo and small law firms (“Members”) that have entered into Membership Agreements with us or our affiliates entitling them to various levels of attention, access, and resources (“Membership Packages”). Some of the deliverables of the Membership Packages are intended to be delivered by us or our affiliates and some of the deliverables are intended to be delivered by you so as to collaboratively provide services to Members.

Current Membership Packages include:

Foundation Membership Package: Your Members enrolled in the Foundation Membership Package (each, a “Foundation Member”) receive monthly fractional CEO services provided by you and access to certain events, executive business training, and membership benefits (“Foundation Services”).

Weekly Fractional CEO, COO, CFO, and/or CMO Membership Package (together, or apart, “Weekly CXO Membership Package”): Your Members enrolled in the Weekly CXO Membership Package (each, a “Weekly CXO Member”) will receive the Foundation Services as well as fractional officer services that can be mixed and matched depending on the Member’s particular circumstances (“CXO Services”). The Weekly CXO Membership Package (in any combination) brings with it at no additional charge a designated chairperson (a “Chairperson”) to provide the Member with higher-level strategic direction, CXO oversight, and coordination of the CXO Services (“Chairperson Services”). Your Chairperson must initially be you or, if applicable, your Operating Principal (as defined in Item 15).

Examples of our or our affiliates’ deliverables to Members which currently exist and may change or evolve include: a membership website, dashboard, discussion forum, live quarterly all-membership meetings, live and virtual workshops (in between live quarterly all-membership meetings), monthly and weekly group trainings, archives of past trainings, and libraries of resources.

Examples of your deliverables to Members which currently exist and may change or evolve depending upon the applicable Membership Package include: monthly chapter meetings held in your local market open to all Members and either:

- Foundation Membership Package - monthly strategy meetings with a CEO (supporting no more than 100 Members);
- Weekly CXO Membership Package - annual advanced (hot seat style) business plan workshops (typically 12-15 participants) and quarterly strategic business plan update meetings by a Chairperson (supporting no more than 60 Members) supplemented by weekly tactical CEO, COO, CFO, and/or CMO meetings (with each CXO supporting no more than 30 Members).

As a franchisee, you will operate a Business by marketing to prospective Members principally but not exclusively in your local market, following up with prospects to help them select and become enrolled in the appropriate then-available Membership Package, ensuring that all services included in any given Membership Package are delivered in accordance with the System Standards, monitoring and assisting Members to make measurable progress toward their documented goals, and renewing their engagement with OpCo at established standards. OpCo will collect all payments from Members. We will provide you with detailed, transparent, and timely accounting and payment as described in Item 6.

Your Business will operate under the “How To Manage A Small Law Firm” service mark and other trademarks, service marks, logos, and commercial symbols that we periodically authorize (the

“Marks”) at a location approved by us (the “Office”). How To Manage A Small Law Firm® franchised businesses will offer only the products and services we authorize, and use our distinctive business formats, business system, methods, procedures, signs, designs, layouts, standards, specifications, and the Marks, all of which we may periodically improve, further develop, or otherwise modify (collectively, the “System”).

To acquire a franchise for a Business, you must complete the Trial Program (defined below) and enter into a Franchise Agreement (the “Franchise Agreement”), which is attached as Exhibit A-2 to this Disclosure Document. The Franchise Agreement, along with our franchisee policy manual(s) (the “Operations Manual”), which we may modify as we see fit, govern the development and operation of your Business.

Before you sign a Franchise Agreement, you must sign and successfully satisfy the terms of a Trial Agreement (the “Trial Agreement”), which is attached as Exhibit A-1 to this Disclosure Document. Signing the Trial Agreement does not obligate you to purchase a franchise, nor does it obligate us to grant one to you. To be considered for a Franchise Agreement, you must successfully complete the trial program governed by the Trial Agreement (the “Trial Program”). The Trial Program is 210 days and consists of a Trial Period Training Program of 3 to 5 weeks (see Item 11) followed by a trial Membership Agreement sales period. In order to successfully complete the Trial Program, you (or your Operating Partner) and your Designated Manager must complete the Trial Period Training Program, sell at least 20 Membership Agreements during the Trial Program, and satisfy all other requirements of the Trial Program. You will not provide, nor be granted the right to use the Marks in connection with, services to Members during the Trial Program. We will pay you \$5,000 per Membership Agreement you sell during the Trial Program. If you successfully complete the Trial Program and opt to pursue a franchise opportunity, you will have the option to credit your commissions toward the initial franchise fee.

Overview of Industry and Competition

The market for businesses providing executive training and fractional executive services is established and competitive, but the market for such programs provided in connection with law firms and solo practitioners is underdeveloped. You will face competition from various national and local businesses which perform training and executive services. You will offer services to a broad range of clients; however, most clients you service will be law firms staffed with 1 to 5 lawyers. The demand for the services offered by your Business is not seasonal.

Overview of Industry-Specific Regulations

You must comply with all federal, state, and local laws that apply to the establishment and operation of Businesses. We are not aware of any special state laws that regulate the services provided by this particular type of business, but in connection with marketing and offering Membership Agreements, you must comply with state and federal laws regarding anti-discrimination. Additional applicable laws and regulations may include, but are not limited to, state laws and regulations regarding the authorized practice of law, privacy, and insurance, equal-employment opportunity, OSHA regulations, non-discrimination, employment, sexual harassment laws, the Fair Labor Standards Act (and similar state or local statutes), and laws governing the payment of wages (including, overtime wages, minimum wages, and paid sick leave). Additionally, certain states prescribe the term of memberships that can be sold, the escrowing of membership fees, and terminology that can be used in selling memberships.

Many of the laws, rules and regulations vary from jurisdiction to jurisdiction. You must learn and comply with the laws, rules, and regulations for the type of business you will have and the area where it will be located.

ITEM 2.
BUSINESS EXPERIENCE

RJon Robins: President and Founder

Mr. Robins has served as our President and Founder since December 2024. Mr. Robins founded How to Manage A Small Law Firm in 2009 and has served as its Chief Executive Officer since its founding. He has also served as President of How To Manage Enterprises, LLC since March 2019 in Miami, Florida. Mr. Robins has also served as a Director of Red Wagon Club Franchise, LLC since June 2024.

Oscar Ferenczi: Chief Financial Officer

Mr. Ferenczi has served as our Chief Financial Officer since December 2024 in Miami, Florida. Additionally, Mr. Ferenczi has served as How To Manage Enterprises General Manager since January 2019.

Nichole Hanscom: Chief Operating Officer

Ms. Hanscom has served as our Chief Operating Officer since December 2024 in Miami, Florida. Ms. Hanscom has served in various roles for our affiliate, How To Manage A Small Law Firm since May 2017, including as a Fractional COO from May 2017 to June 2020, Lead Management Advisor from June 2020 to January 2024, and Director of Special Projects from January 2024 to December 2024.

Tania Music: Chief of Staff

Ms. Music has served as our Chief of Staff since December 2024 in Miami, Florida. Previously, Ms. Music served in various roles for our affiliate, How To Manage A Small Law Firm since April 2019, including Manager of Member Progress from April 2019 to December 2021, Manager of Referrals from January 2022 to December 2023, and Advisor & Special Counsel from January 2024 to November 2024.

Candice Saltzman: Director of Franchise Development

Ms. Saltzman has served as our Director of Franchise Development since December 2024 in Miami, Florida. Ms. Saltzman has served in roles for our affiliate, How To Manage A Small Law Firm, since July 2022, including as Senior Talent Acquisition Manager from January 2024 ~~and as~~ Talent Acquisition Manager from July 2022 to January 2024, and Director of Human Resources since January 2024. From January 2020 to July 2022, Ms. Saltzman served as Talent Acquisition for Spooner Physical Therapy in Scottsdale, Arizona. From April 2015 to December 2020, Ms. Saltzman was self-employed as a human resources consultant.

Christa Robson: Director of Live Events

Ms. Robson has served as our Director of Live Events since December 2024 in Miami, Florida. Previously, Ms. Robson served in various roles for YPO (Young Presidents' Organization) in Irving, Texas from January 2001 to August 2022, including as Council Director from January 2018 to August

2022 and as Director of Member Care from December 2020 to August 2022. From August 2022 to December 2024, Ms. Robson was self-employed.

**ITEM 3.
LITIGATION**

No litigation is required to be disclosed in this Item.

**ITEM 4.
BANKRUPTCY**

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

**ITEM 5.
INITIAL FEES**

Initial Franchise Fee

You will pay us a non-recurring initial franchise fee of \$45,000 (the “Initial Franchise Fee”). The Initial Franchise Fee is due and fully earned by us when you sign the Franchise Agreement, is payable in a lump sum, and is not refundable under any circumstances.

Trial Program Fee Deposit

You will pay us a non-recurring trial program fee deposit (the “Deposit”) of \$5,000. The Deposit is due and fully earned by us when you sign the Trial Agreement and is payable in lump sum. We will apply the Deposit toward your Initial Franchise Fee if you successfully complete the Trial Program and sign a Franchise Agreement. The Deposit is not refundable under any circumstances.

**ITEM 6.
OTHER FEES**

Type of Fee¹	Amount	Due Date	Remarks
Foundation Membership Fees	80% of amounts collected under Membership Agreements attributable to Foundation Services	We account for these fees monthly by the 15 th of each month for the preceding month	We will remit to you 20% of monthly membership dues attributable to Foundation Services under your Membership Agreements. See Note 3.
Weekly CXO Membership Fees	50% of amounts collected under Membership Agreements attributable to CXO Services	We account for these fees monthly by the 15 th of each month for the preceding month	We will remit to you 50% of monthly membership dues attributable to CXO Services under your Membership Agreements. See Note 3.

Type of Fee ¹	Amount	Due Date	Remarks
Brand Fund Contribution	\$100 per month	We account for these fees monthly by the 15 th of each month for the preceding month	We have established an advertising fund to be used to promote the awareness of the How To Manage A Small Law Firm brand and Businesses generally (the “Brand Fund”). We may increase the Brand Fund Contribution by up to 10% annually on a compounding basis during the term of the Franchise Agreement. See Note 4.
Additional or Ongoing Training	\$1,000 per day, per trainer, plus our expenses	As arranged	If additional training is required after the initial training program, we may charge you a then-current fee for additional training plus our travel and related expenses. See Notes 2 and 4.
New CXO Training Fee	\$5,000 per individual, plus our expenses	As arranged	You must cause any employee you hire to provide CXO Services to attend a training program we approve with respect to the provision of such CXO Services. See Note 4.
Foundation Member Referral Fee	Amount equal to 3 months of franchisee’s share of Foundation Membership Fees	As arranged	Payable if we refer you to an existing Member for which you will provide monthly Foundation Services. You may elect to pay this fee in lump sum upon your engagement with such Foundation Member or in 6 equal monthly installments accruing interest at the lesser of 1.5% per month or the highest commercial contract interest rate allowed by law. See Note 4.
Weekly CXO Member Referral Fee	Amount equal to 5 months of franchisee’s share of Weekly CXO Membership Fees	As arranged	Payable if we refer you to an existing Member for which you will provide weekly CXO Services. You may elect to pay this fee in lump sum upon your engagement with such Weekly CXO Member or in 10 equal monthly installments accruing interest at the lesser of 1.5% per month or the highest commercial contract interest rate allowed by law. See Note 4.
New Member Referral Fee	Amount equal to 3 months of franchisee’s share of Membership Fees	As arranged	Payable if we refer you to a prospective Member and you directly cause such prospect to sign a Membership Agreement. You may elect to pay this fee in lump sum upon your engagement with such Member or in 6 equal monthly installments accruing interest at the lesser of 1.5% per month or the highest commercial contract interest rate allowed by law. See Note 4.
Member Refund	Your share of Membership Fees under a Membership Agreement	As incurred	If a Member becomes entitled to a refund, we will issue such refund directly to the Member and reimburse ourselves for your share of the refund out of future disbursements to you.

Type of Fee ¹	Amount	Due Date	Remarks
Transfer Fee	75% of then-current Initial Franchise Fee	At time of transfer	<p>Applies to a transfer of your Business' ownership, possession, or control, or substantially all of its assets. This fee covers our assessment of transferee's qualifications, training, and early support. See Item 17.</p> <p>If shares are being transferred between existing owners, or if a new shareholder is being added that does not change the majority ownership of you, the transfer fee is \$1,500.</p> <p>For transfers to existing franchisees, the transfer fee is 33% of the then-current Initial Franchise Fee.</p>
Successor Franchise Fee	10% of our then-current standard initial franchise fee	At time of election of Successor Franchise	This fee covers the administrative costs of granting you a Successor Franchise to govern the operation of your Business for an additional term. See Item 17.
Technology Fee	Currently, \$50 per month	Monthly, the 15 th of each month	This fee is for technology that we or our affiliates develop or license to you and for other maintenance, support, and technology development services that we or our affiliates provide. The amount of this fee is subject to increase at our discretion commensurate with the technology used in the operation of Businesses; provided, that we will not increase this fee by more than \$500 in any given year of the term of a Franchise Agreement. Currently, you will pay the Technology Fee to us or our affiliates, but we may require you to pay these amounts directly to designated third-party vendors. See Note 4.
Interest	Lesser of 1.5% per month or the highest commercial contract interest rate allowed by law	As required	Applies to late payments you owe to us. Payment of late fee by you does not waive any of our rights under the Franchise Agreement or law. We may debit your bank account automatically for service charges and interest. See Note 4.
Costs and Attorneys' Fees	Our direct costs and attorneys' fees	As incurred	Payable if you fail to comply with the Franchise Agreement or if we incur legal fees or costs related to a customer of your Business.

Type of Fee ¹	Amount	Due Date	Remarks
Non-Compliance Fee	\$500 per default per month	As incurred	If you are in default of the Franchise Agreement, we may charge you our then-current non-compliance fee, per month such default remains uncured. The non-compliance fee is payable to us in the same manner as the Brand Fund contribution and is not a waiver of any of our other rights and remedies under the Franchise Agreement. See Note 4.
Insufficient Funds	\$250 each instance	As required	We may charge you this fee for each time you maintain insufficient funds in your Business Account when we attempt to debit such account. We may attempt to debit your account until funds are available (but no more than once every 5 days) and you will be charged this fee for each instance in which the funds are not available. See Note 4.
Alternative Supplier Evaluation Fee	Actual costs	When you request an alternative supplier	If you would like to purchase or use any products, services, supplies or materials from any unapproved supplier, you must submit to us a written request for approval of the proposed supplier before purchasing any such products, services, supplies or materials. If we agree to review such request, you must reimburse us our actual costs incurred in our review. See Item 8 and Note 4.
Indemnification	Amount of damages suffered	As incurred	You must indemnify and hold us harmless for all loss, damage, claims or demands arising from your Business and/or its operations.
Interim Operations Fee	15% of Membership Fees of the Business, plus reimbursement of costs and expenses	As incurred	Due if we (or our designee) agree to assume interim operations of the Business upon your death, disability, request by you or your legal representative, or pursuant to court order.

Type of Fee ¹	Amount	Due Date	Remarks
Lost Revenue Damages	The applicable amount of Lost Revenue Damages, as further defined in the Remarks	Within 15 days after Franchise Agreement is terminated	If you terminate the Franchise Agreement without cause or we terminate the Franchise Agreement for your breach, you must pay us an amount equal to the net present value of: (1) the number of calendar months in the Measurement Period, multiplied by (2) the aggregate of your then-current share of Membership Fees under each of your Membership Agreements plus the then-current Brand Fund contribution fee. The "Measurement Period" is equal to the lesser of two years <u>from the last day of regular operations of your Business in accordance with the Franchise Agreement</u> or the scheduled expiration of the term of your Franchise Agreement.
Insurance	Cost of premium paid by us, plus a 10% service charge	As incurred	Paid only if you do not maintain insurance as required by us, and we choose to pay the policy premium(s) to keep the insurance in full force for your Business. We are not obligated to make such payment(s). See Note 4.
Taxes	Amount of taxes due, plus a 10% administrative fee	As incurred	Payable if you fail to timely pay any tax due required by law and we make such payment(s) on your behalf. See Note 4.
Franchisor Training Compensation	\$70,000 if you hire our employee without our prior written consent, or \$30,000 if you hire our employee with our prior written consent	As arranged	If you employ one of our employees (or an individual that was one of our employees within 90 days of the date you employ them) that provides our Members Foundation Services and/or CXO Services, you will pay us this fee to compensate us for our training of such employee.
Audit	Actual costs, plus out-of-pocket expenses	Within 15 days of invoice	You must pay all costs related to our audit of your books and records if we conduct the audit because you fail to timely furnish required reports or if the audit reveals that you have understated or underpaid the amounts you owe by more than 2%. See Note 4.

Accompanying Footnotes:

1. All fees are imposed by and payable to us, except as otherwise noted in the table, are non-refundable and fully earned by us upon receipt. Unless otherwise noted, we uniformly impose the fees described in the table. You must make all payments due us or our affiliates in the manner we designate, and you must authorize us and/or any third party we designate to debit your Business Account (as defined below) automatically for any or all amounts due to us or our affiliates by signing an Electronic Funds Transfer Authorization (the “EFT Authorization”), which is attached as Attachment C to the Franchise Agreement. Such EFT Authorization shall remain in full force and effect during the term of the Franchise Agreement. You must ensure that funds are readily available in your Business Account to cover our withdrawals.

You must set up a business checking account with our approved vendor, if any, or a vendor we otherwise approve (your “Business Account”). Each month, on a date we determine (currently the 15th day of each calendar month), you will remit to us via electronic debit an amount equal to all payments due from you to us or our affiliates (other than Membership Fees), including but not limited to Brand Fund Contributions for the prior month (the “Balance Payment”).

2. *Additional or Ongoing Training.* We do not charge a fee for attendance at our initial training program by 2 of your owners or representatives. We also do not charge a fee to send our training and opening team to your Business. If we determine that your Operating Principal or your Designated Manager (as defined in Item 15), if applicable, are not properly trained to provide the services offered by your Business, we may require such person to cease providing services for your Business and/or to be trained by us at our then-current training fee. In addition, if we determine that you or your Designated Manager require refresher training during the term of the Franchise Agreement, we may require such individuals to retake all or a portion of the Initial Training Program (as defined in Item 11). Additional training will be provided at the times and location(s) of our choice, whether requested by you or us. You will be charged the then-current rate for additional training, plus the cost of transportation, lodging, and other associated expenses.

3. *Membership Fees.* Currently, our affiliate, OpCo, will enter into Membership Agreements with the Members of your Business and will collect the membership fees paid under such agreements (the “Membership Fees”). On or before the 15th day of each calendar month, we will remit to you an amount equal to your share of the Membership Fees that OpCo collects from Members during the preceding month. However, we may elect to have you enter into Membership Agreements directly with your Members, in which case you would collect such membership fees and remit to us our share of such fees. Currently, the standard monthly Membership Fee for a Foundation Membership Package is \$2,500 and the standard monthly Membership Fee Weekly CXO Membership Package is an additional \$2,000 per CXO service added to the Foundation Membership Package.

4. *Payment of Fees.* We will debit these fees from the Membership Fees payments we remit to you.

ITEM 7.
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure¹	Amount	Method of Payment	When Due	To Whom Payment Is To be Made
Trial Agreement Deposit ²	\$5,000	Lump Sum	On signing Trial Agreement	Us
Initial Franchise Fee ²	\$45,000, less the Trial Agreement Deposit	Lump Sum	On signing Franchise Agreement	Us
Leasehold Improvements ³	\$0 to \$1,500	As Incurred	As Agreed	Outside suppliers
Rent and Security Deposits for Lease and Utilities ³	\$1,000 to \$4,400	As Incurred	Lump Sum	Outside suppliers
Furniture and Fixtures ⁴	\$0 to \$2,000	As Incurred	As Agreed	Outside suppliers
Software and Phone System ⁵	\$1,500 to \$4,000	As Incurred	As Agreed	Outside suppliers
Office Equipment & Supplies	\$500 to \$2,000	As Incurred	As Agreed	Outside suppliers
Business Licenses & Permits	\$100 to \$500	As Incurred	Lump Sum	Outside suppliers
Professional Fees ⁶	\$1,000 to \$3,000	As Incurred	Lump Sum	Third parties
Initial Inventory	\$500 to \$1,000	As Incurred	Lump Sum	Outside suppliers
Insurance ⁷	\$1,250 to \$5,000	As Incurred	Lump Sum	Third parties
Training Expenses ⁸	\$6,000 to \$9,000	As Incurred	As Incurred	Third parties
Initial Launch Marketing Program ⁹	\$5,000 to \$10,000	As Incurred	Lump Sum	Us and third parties
Additional Funds – 3 Months ¹⁰	\$21,000 to \$34,000	As Incurred	As Incurred	Employees, landlord, suppliers, utilities, etc.
TOTAL	\$82,850 to \$121,400			

Accompanying Footnotes:

1. *General.* Amounts payable to us are non-refundable, unless otherwise indicated. Amounts payable to others (landlord, contractors, vendors, local agents, airlines, hotels, restaurants, suppliers, attorneys, accountants, and consultants etc.) may be refundable based on their policies and your agreements with them.

2. *Trial Agreement Deposit; Initial Franchise Fee.* The Trial Agreement Deposit is due and fully earned by us when you sign the Trial Agreement. The Initial Franchise Fee is due and fully earned by us when you sign the Franchise Agreement and is not refundable under any circumstances. We will

credit the Deposit against the Initial Franchise Fee if you successfully complete the Trial Program and elect to sign a Franchise Agreement.

3. *Leasehold Improvements; Rent and Security Deposits for Lease and Utilities.* Lease build-out requirements may include, but not be limited to, building walls, installing doors, building wall dividers, installing flooring and building counters. The Leasehold Improvements low-end assumes that the Office you rent does not require any build-out.

4. *Furniture & Fixtures.* These amounts will vary depending on the location and size of your office, including the type of equipment you purchase, and the overall set-up of your Office. Because we do not designate required furniture and fixtures for your Office, the low-end of this estimate assumes that you already own sufficient furniture and fixtures.

5. *Software and Phone System.* You must acquire business management services software, phone systems, and such other computer hardware, software, and technology that we periodically specify to be used in connection with your Business (the "Technology System"). We estimate the cost of the business management services software to be between \$20 to \$200 per month, per user over the three-month period after you commence operations of your Business.

6. *Professional Fees.* This item is an estimate of the fees likely to be paid to lawyers and accountants.

7. *Insurance.* You must, at your own expense, keep in force insurance policies for your Business. We may change types and amounts of coverage. This estimate is based on our current requirements. Your lease agreement may require higher insurance limits than those stated above. You may have to prepay a portion of the first year's premiums for insurance.

8. *Training Expenses.* We will provide the Initial Training Program (defined in Item 11) to your Operating Partner and, if applicable, your Designated Manager at no charge, as such training is covered by your Initial Franchise Fee. You are responsible for all expenses associated with attending the Initial Training Program, including wages, travel, lodging, and other accommodations. Should any portion of the Initial Training Program take place at your Business, we may charge you any travel and living expenses for the trainer(s) we send to your Business. You are responsible for all travel and living expenses (including ~~wages~~, transportation, food, lodging, and workers' compensation insurance) that your Operating Principal, Designated Manager (if applicable, or your employee(s) (if any) incurs during any and all meetings and/or training courses and programs.

9. *Initial Launch Marketing Program.* From the effective date of your Franchise Agreement through the date you commence operations of your Business, you must spend at least \$5,000 on marketing for your Business. Such programs and events and the materials you use in connection therewith, are subject to our approval.

10. *Additional Funds – 3 Months.* The stated estimate covers the additional funds needed for the first 3 months of operation of your Business, including additional marketing expenditures and estimated owner compensation. Your actual expenditures in the first 3 months of operation of your Business may vary based on your Business' needs. We have based this estimate on our affiliate's experience developing a Business (see Item 20 for more details). We do not directly or indirectly finance any portion of your initial investment.

ITEM 8.
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Standards and Specifications

To ensure that our standards and specifications of quality, service, and system development are maintained, we have developed, and may further develop, standards and specifications for the development and operation of Businesses (the “System Standards”). You are required to offer and sell all products and services that we periodically specify and to offer and sell only those products and services that we periodically approve. We will provide you our then-current specifications for all required furniture, fixtures, equipment, products, material, and supplies used in the development or operation of a Business and the Technology System (collectively, the “Operating Assets”), as well as for the manner in which Businesses are operated and the terms and conditions under which services are offered. We may designate, approve, or develop standards and specifications for manufacturers, distributors, and suppliers of products and services to your Business, which may be us or our affiliates (collectively, “suppliers”). Our standards and specifications may impose minimum requirements including, for example, as to quality, cost, delivery, performance, design and appearance, delivery capabilities, terms, and conditions under which they are sold to you, and financing terms. We may change, delete, or modify any of our System Standards, and those changes might require that you make additional expenditures. You are required to purchase only the items that we approve or that meet our standards and specifications and, as described below, to purchase those items only from suppliers that we approve or otherwise allow.

Designated and Approved Suppliers

You must operate your Business in strict conformity with your Franchise Agreement, the System Standards, and the methods, standards, specifications, and sources of supply that are designated in the Operations Manual. You must purchase the products and services we periodically designate only from the suppliers we prescribe and only on the terms and according to the specifications we approve. A complete list of designated and approved suppliers is maintained in the Operations Manual, which we may periodically update. Currently, neither we nor our affiliates are approved suppliers for products or services of Businesses.

Approval of suppliers may be conditioned on requirements relating to product quality, prices, consistency, reliability, financial capability, labor relations, client relations, frequency of delivery, concentration of purchases, standards of service, including prompt attention to complaints, or other criteria and may be temporary, pending our continued evaluation of the supplier. We are not required to divulge our standards and specifications for products and services to you or any supplier, but we may, primarily through the Operations Manual, make standards and specifications for certain items available to you, and we may communicate standards and specifications to our approved suppliers for the items they sell from time to time. If we determine that divulging standards and specifications will jeopardize the confidentiality of our intellectual property rights, we may elect to approve products or services that we determine meet our standards and specifications without communicating those standards and specifications to you or suppliers.

We may concentrate purchases with one or more suppliers to obtain lower prices, advertising support and/or services for any group of Businesses, whether franchised or operated by us or our affiliates. We may also designate a single supplier for any product, service, Operating Asset, or other material, or approve a supplier only for certain products or services. We and/or our affiliates do not currently, but may in the future derive revenue or other material benefits based on your purchases (including from charging you for products and services we or our affiliates provide to you and from promotional allowances, rebates, volume discounts and other payments, services, or consideration we

receive from suppliers that we designate or approve for some or all of our franchise owners). No such arrangements currently exist. ~~Because we started offering franchises at the Issuance Date of this Disclosure Document and are in our first fiscal year, n~~Neither we nor our affiliates have derived any revenue from franchisees' required purchases in ~~a~~our prior fiscal year.

Currently, neither we nor our affiliates or officers ~~currently~~ own an interest in any supplier of products or services to our franchisees.

Insurance

You must, at your expense, comply with the requirements regarding insurance coverages that we describe in our Operations Manual from time to time. If you fail or refuse to procure and maintain the required insurance, we may (but need not) obtain such insurance on your behalf, in which event you must cooperate with us and reimburse us for all premiums, costs and expenses we incur in obtaining and maintaining the insurance, plus a reasonable fee for our time incurred and resources used to obtain such insurance for you. Your obligation to satisfy our minimum insurance requirements is not diminished or limited in any way by any insurance we or our affiliates carry, and no insurance coverage that you or any other party maintains will be deemed a substitute for your indemnification obligations under the Franchise Agreement.

Currently, we require that you purchase at least the following types and amounts of coverage (subject to change as described in our Operations Manual):

Coverage Types	Required Limits of Coverage
General Liability	\$1 million per occurrence, \$3 million aggregate
Auto Liability	\$1,000,000 combined single limit for all owned, non-owned and hired vehicles used in the franchised business
Business Property	Special form coverage on all assets including but not limited to furniture, fixtures, equipment, inventory, and supplies used in the operation of your franchised business at 100% of its Replacement Cost value
Business Interruption	For not less than 12 months Actual Loss Sustained basis and include extended period of indemnity for 180 days
Employer Liability	\$1 million per occurrence/employee with cost of defense outside the policy limits
Workers Compensation	Statutory, as required by the franchisee's state of operation
Employment Practices Liability	\$250,000 for employment practices wrongful acts; including third party coverage for harassment and discrimination of non-employees, and including Wage & Hour defense. The policy must name us as co-defendant, and as an additional insured if available
Cyber Liability	\$100,000 to cover any claims related to including but not limited to first and third party cyber breaches and defense and recovery expenses
Errors & Omissions (E&O) (Professional Liability)	\$2,000,000 per occurrence; \$4,000,000 aggregate
Umbrella	\$4,000,000 aggregate

Each insurance policy for liability coverage must name us and any affiliates or lenders we designate as additional named insureds, using a form of endorsement that we have approved, and provide for 30 days' prior written notice to us of a policy's cancellation. Each insurance policy must contain a waiver of all subrogation rights against us, our subsidiaries, affiliates, and ours and their successors and assigns, and the coverage shall be primary and non-contributory to any insurance that we carry. You must furnish us with a compliant certificate of insurance no less than 45 days after you sign your franchise agreement, but before you begin operations of your Business, and 20 days prior to any renewal of insurance or whenever we request and be provided by an insurance company and broker approved by us.

Use of Alternative Suppliers

If you would like to purchase or use any products, services, supplies or materials from any unapproved supplier, you must submit to us a written request for approval of the proposed supplier before purchasing any such products, services, supplies or materials. Your request must include sufficient specifications and information about the proposed supplier. Our criteria for approving suppliers is confidential and not made available to franchisees. Under our current evaluation procedure, we will notify you in writing of the approval or rejection of the proposed supplier within 6 months of our receipt of all requested information. You must pay us any actual costs we incur in connection with our review of your request. If we fail to respond within 6 months, your request will be deemed denied. If we approve your request, we may later revoke our approval for any reason by notifying you in writing if the supplier does not continue to meet any of our criteria. You may not directly contract with any alternative supplier without our prior written approval.

There are currently no purchasing or distribution cooperatives in place related to Businesses. We do not provide any material benefits to franchisees based on a franchisee's purchase of particular services or use of particular suppliers. We may negotiate purchase arrangements with some of our suppliers (including price terms) for the benefit of franchisees, but we are under no obligation to do so. We do not currently receive payment, in the form of preferred pricing or rebates, from any suppliers due to franchisee purchases from such suppliers. ~~Because we started offering franchises at the Issuance Date of this Disclosure Document and we are in our first fiscal year, n~~Neither we nor our affiliates ~~have~~ derived any revenue from vendors based on required purchases by franchisees during ~~any~~our prior fiscal year.

We estimate that 70% of your initial investment and 30% of your ongoing expenditures will require you to purchase products and services that will be restricted by us in some manner. You will not receive any material benefits from your compliance with these standards and specifications, or from your purchases from designated or approved vendors.

ITEM 9.
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement 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.

Obligation	Section in Franchise Agreement or related Agreement(s)	Item in Disclosure Document
a. Site selection and acquisition/lease	Franchise Agreement Sec. 4.A	11, 12
b. Pre-opening purchases and leases	Franchise Agreement Secs. 4.B, 4.C, 9.C	7, 11
c. Site development and other	Franchise Agreement Secs. 4.A, 4.B, 5.A	7, 11

Obligation	Section in Franchise Agreement or related Agreement(s)	Item in Disclosure Document
pre-opening requirements		
d. Initial and ongoing training	Franchise Agreement Secs. 5.A, 5.B Trial Agreement Sec. 2	6, 7, 11
e. Opening	Franchise Agreement Sec. 4.E	11
f. Fees	Franchise Agreement Secs. 6 Trial Agreement Sec. 4	5, 6, 7, 11
g. Compliance with standards and policies/operating manual	Franchise Agreement Secs. 4.A, 5.C, 9.A	1, 11
h. Trademarks and proprietary information	Franchise Agreement Secs. 5.C, 9.A, 13 Trial Agreement Secs. 5, 6	11, 13, 14
i. Restrictions on products / services offered	Franchise Agreement Sec. 9.A, 9.C, 9.D Trial Agreement Sec. 3	11, 13, 16
j. Warranty and customer service requirements	Franchise Agreement Sec. 6.D, 9.E	11
k. Territorial development and sales quotas	Franchise Agreement Sec. 3.B	6, 12
l. Ongoing product/service purchases	Franchise Agreement Sec. 9	8
m. Maintenance, appearance, and remodeling requirements	Franchise Agreement Secs. 9.A, 9.B	7, 11
n. Insurance	Franchise Agreement Sec. 10	6, 8
o. Advertising	Franchise Agreement Sec. 11	6, 7, 11
p. Indemnification	Franchise Agreement Sec. 12.D	6
q. Owner's participation / management / staffing	Franchise Agreement Secs. 9.G, 12.A	11, 15
r. Records and reports	Franchise Agreement Sec. 14	6
s. Inspections and audits	Franchise Agreement Sec. 15	6
t. Transfer	Franchise Agreement Sec. 16	6, 17
u. Renewal	Franchise Agreement Sec. 3.c	17
v. Post-termination obligations	Franchise Agreement Sec. 18	17
w. Non-competition covenants	Franchise Agreement Secs. 8, 18.E Trial Agreement Secs. 9, 10	15, 17
x. Dispute resolution	Franchise Agreement Sec. 20 Trial Agreement Sec. 13	17
y. Guaranty	Franchise Agreement Sec. 2, Attachment B	15

ITEM 10.
FINANCING

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

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

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

Before you begin operating your Business, we or our designee(s) or affiliates will:

1. Conduct the Trial Program which includes the Trial Period Training Program over 3 to 5 weeks at one of or a combination of our corporate offices, remotely, or at a training location we designate and a trial Membership Agreement sales period of 180 days period, (Trial Agreement, 1);
2. Provide you with our list of third-party suppliers and standards and specifications for all required equipment, furniture, fixtures, and signs. We do not deliver or install these items. (Franchise Agreement, 4.C);
3. Conduct the Initial Training Program for your Operating Partner and Designated Manager, if applicable, over a 9-week period, at one of or a combination of our corporate offices, remotely, or at a training location we designate (Franchise Agreement, 5.A);
4. Provide you with access to our Operations Manual for use during the term of your Business, via a restricted website, intranet, or via other electronic means (including by sending to you via e-mail) (Franchise Agreement, 5.C);
5. Provide you with our then-current standard form of Membership Agreement and, through our affiliate, OpCo, enter into Membership Agreements with your Business's Members. (Franchise Agreement, Section 9.I);
6. Review and, if acceptable, approve your initial launch marketing program (Franchise Agreement, Section 11.A); and
7. Provide you access to materials for use in promoting products and services of your Business (Franchise Agreement, 11.D).

Site Selection

You will operate your Business from the Office at a defined location. We expect that you will designate, and we will approve, a site for your Office prior to you executing your Franchise Agreement. However, if no site has been approved prior to you and us entering into the Franchise Agreement, you must receive our approval for the site of your Office before you complete the Initial Training Program. We do not provide site selection services or any assistance with (a) conforming the premises to local ordinances and business codes, (b) obtaining required permits, or (c) constructing, remodeling, or decorating the premises. We also do not typically own any premises leased by franchisees from which Franchised Businesses operate. We will condition our approval of a proposed location on whether the site is sufficient for operating your Business, looking at factors such as your ability to access the site easily and access to stable Internet connection. We will also look at factors such as demographic characteristics, character of the neighborhood, proximity of competition, and the size, appearance and other physical characteristics of the premises. If, for any reason, there is no agreement on a site from which you will operate your Business, we may terminate the Franchise Agreement.

Your selection of a site for the Office is based on your own independent investigation of the site's suitability for a Franchised Business. You will submit to us a complete report for the site you propose for your Business. Your report must contain the documents and information we require, including a description of the proposed site, and a letter of intent or other evidence confirming your favorable prospects for obtaining the proposed site. Though we are not obligated under the Franchise Agreement to respond to your request for approval of a proposed site within a designated time frame, we will use reasonable efforts to accept or not accept the proposed site within 30 days after receiving your report. While you do not need to operate the Business from a commercial space, you must begin operating your Business no later than 30 days after the effective date of the Franchise Agreement, or we have the right to terminate your Franchise Agreement.

Operations Manual

The table of contents of the current version of the Operations Manual is included as Exhibit D. Our current version of the Operations Manual has ~~450~~158 pages and 232 pages of appendices. Under the terms of the Franchise Agreement, we may revise the Operations Manual at any time, and you will be obligated to adhere to those revised specifications and requirements.

Time Between First Payment and Business Operations

The typical length of time between signing the Franchise Agreement and opening your Business is 90 days. If you do not commence operations of your Business within 180 days of signing the Franchise Agreement, we may terminate the Franchise Agreement. However, we may extend the required time frame for commencement of your Business upon written request by you. The main factors in determining the length of time between signing a Franchise Agreement and opening a Business are the amount of time to complete the Initial Training Program, obtain the required insurance coverage and hire any additional staff. We do not deliver or install any equipment, signs, or fixtures that are required to be used in your Business.

During your operation of your Business, we or one of our affiliates (or our designee) will:

1. Provide you additional training, if you request it and we agree to provide it (Franchise Agreement, Section 5.A)

2. Host periodic conventions, meetings, and/or ongoing training events that may be held remotely or at a location designated by us (Franchise Agreement, 5.A);
3. Continue to provide you online access to the Operations Manual via a restricted website, intranet, or via other electronic means (including by sending to you via e-mail) (Franchise Agreement, 5.C);
4. Designate, approve, and update the Operating Assets; approved suppliers, products, and services; the System Standards; and Operations Manual (Franchise Agreement, 4.B, 9.A, 9.C, 9.D);
5. Provide billing and collections services on your behalf for all amounts due under Membership Agreements (Franchise Agreement, 6.B);
6. Upon your request, provide certain services to Members of your Business (Franchise Agreement, Section 6.E);
7. Provide you with our then-current standard form of Membership Agreement and, through our affiliate, OpCo, enter into Membership Agreements with your Business's Members. (Franchise Agreement, Section 9.I);
8. Administer the Brand Fund (Franchise Agreement, Section 11.C);
9. Approve all advertising and promotional materials used by you to promote your Business and Businesses generally, and provide you with access to advertising, marketing, promotional, and educational materials to be used in such promotion (Franchise Agreement, 11.D); and
10. Maintain the System Website (as defined below) and list and advertise your Business on all major Internet search engines and consumer review websites (Franchise Agreement, 11.E).

We may also decide to require fixed maximum or minimum prices for any products or services that you offer in connection with your Business (Franchise Agreement, Section 9.H).

Marketing

Initial Launch Marketing Program

You must spend at least \$5,000 for a grand opening marketing program for your Business to take place on the dates we designate before your Business opens. You must spend this amount in addition to all other amounts you must spend on advertising specified in the Franchise Agreement. The amount you spend on the initial launch marketing program will not count towards your Advertising Requirement (defined below). You must use the media, materials, programs and strategies we develop or approve in connection with the initial launch marketing program.

Brand Fund

We have established and will administer a Brand Fund to promote the awareness of the How To Manage A Small Law Firm brand (the “Brand”) and Businesses generally. You must contribute to the Brand Fund the amount that we determine, currently \$100 per month. The amount of the Brand Fund contribution is subject to change, but we cannot increase the amount you must contribute to the Brand Fund by more than 10% in any calendar year.

We or our affiliates or other designees will direct all programs that are funded by contributions to the Brand Fund, with sole control over the creative concepts, materials, and endorsements used and their geographic, market, and media placement and allocation. We may use contributions to the Brand Fund to pay for preparing and producing materials and electronic or digital media in any form or format that we periodically designate, including but not limited to: administrating online advertising strategies, including developing and maintaining a System Website and mobile apps; administering regional and multi-regional marketing and advertising programs; implementing gift and loyalty programs; and supporting public relations, market research, product development, and other advertising, promotional, social media, creation and publishing of books and other marketing materials; and marketing activities. In our discretion, we may sell you, at reasonable prices, copies of certain materials funded by contributions to the Brand Fund.

While references to the availability of franchises may appear in marketing materials, the Brand Fund will not be used primarily to sell franchises.

We do not assume or owe any fiduciary obligation to you in respect of those contributions or for administering the Brand Fund. We will prepare an annual, unaudited statement of Brand Fund collections and expenses and, once prepared, give you the statement for the most recently completed fiscal year upon your written request. We may have the Brand Fund audited annually, at the Brand Fund’s expense, by an independent certified public accountant.

We are not required to spend any amount on advertising in the geographic area of any Business, whether from the Brand Fund or otherwise.

Franchisees may pay Brand Fund contributions at a different rate. If we terminate the Brand Fund, we will, at our option, either spend all unspent monies at our discretion, until such amounts are exhausted, or distribute the funds in the Brand Fund to the contributing Business owners in a manner we deem fair and equitable.

We ~~do~~ did not have any franchisees ~~as of the issuance date of this Disclosure Document~~ during our prior fiscal year, and therefore we did not collect any Brand Fund contributions or spend any amounts from any Brand Fund on media production, media placement, administration, or to solicit new franchise sales in our most recently completed fiscal year. We did not collect any Brand Fund contributions from

corporate-owned Businesses in our prior fiscal year. Businesses owned by us and our affiliates are not required to contribute to the Brand Fund.

Other than the Brand Fund, you are not required to participate in any local or regional advertising cooperative. We have no advertising councils. Other than the Brand Fund, there are no advertising funds in which you must participate.

Local Advertising

You must spend, monthly, a minimum of \$1,000 to advertise and promote your Business (the “Advertising Requirement”). You must list and advertise your Business with the online directories we periodically prescribe and establish any other Online Presence (as defined in Item 13, below) we require or authorize, each in accordance with our System Standards. If other Businesses are located within the directory’s distribution area, we may require you to participate in a collective advertisement with them and to pay your share of that collective advertisement. Within 30 days after the end of each calendar quarter, we may require that you provide, in the manner that we prescribe, an accounting of the Advertising Requirement expenditures during the preceding calendar quarter.

You must obtain our written approval of any advertising that you propose to use in connection with your Business that has not been prepared by the Brand Fund (if applicable) or that we have not approved. All such proposed materials must be completely clear, factual, ethical and not misleading and must conform to the marketing and advertising policies that we periodically prescribe. You must submit to us, for our approval, samples of marketing materials you intend to use at least 10 days prior to your proposed use. If you do not receive our written approval of the materials within 10 days of your submission, they are deemed to be disapproved. We may, in our discretion, withdraw our approval if a regulatory or other issue arises that, in our opinion, makes such withdrawal in our or the System’s best interests.

Online Presences

Except as specified by us in the Operations Manual, you may not develop, maintain or authorize any website, domain name, e-mail address, social media account, username, other online presence or presence on any electronic medium of any kind (an “Online Presence”) that mentions your Business, links to any System Website, or displays any of the Marks, or engages in any promotional or similar activities, whether directly or indirectly, through any Online Presence. You may, however, use the microsite website that is provided to you during the term of your Franchise Agreement, as well as the e-mail address that is associated with your Business. You are prohibited from maintaining any business profiles or use of the Marks on any Online Presence without our prior written approval.

Each telephone number, directory listing, e-mail address, and any other type of contact information used by or that identifies or is associated with your Business (each, a “Contact Identifier”) will be used solely to identify your Business in accordance with the Franchise Agreement. We may require you to obtain from us and use an email address associated with our registered domain name. If we require you to obtain and use such an email address, you must do so according to our then-current terms and conditions and System Standards. We will have unrestricted access to and sole ownership of all such email accounts, and all documents, data, materials, and messages shared from or by such accounts. We may deactivate any such account or limit your or your users’ access to it at any time. We may charge you a fee for each email address with which we provide you.

We may market the System on the Internet, including ownership and use of any Online Presence and Contact Identifiers. We will maintain one or more consumer-focused websites for the Brand (the

“System Website”) and list and advertise your Business on all major Internet search engines, and on all major Internet consumer review websites.

Technology System

You must obtain and use all aspects of the Technology System, including the computer hardware, software, and technology services we periodically designate. Currently, the Technology System consists of: computers, CRM platform, a member management platform, a franchisee portal, QuickBooks Online, a dedicated Zoom account which will include a dedicated phone line, dedicated ISP and WiFi, and an Office365 account and email. We may modify specifications for and components of the Technology System at any time during the term of your Franchise Agreement, which will be reflected in the Operations Manual, and there are no limitations on our ability to do so. You are responsible for ensuring all required upgrades, patches, new releases or updates to any aspect of the Technology System are downloaded and implemented, and there are no contractual limitations on the frequency or any associated costs associated with this obligation (if any). We may periodically require you to purchase, lease, and/or license new or modified computer hardware and/or software and to obtain service and support for the Technology System. Currently, we estimate the Technology System to cost approximately \$1,500 to \$4,000, plus additional expenses related to acquiring and maintaining required software programs (including licenses for business management services software, which we estimate to be \$20 per month to \$200 per month). We and our affiliates have no obligation to provide ongoing maintenance, repairs, upgrades or updates for the Technology System, and any such obligation would be those of the software licensors. In addition to the Technology Fee (currently, \$50 per month), we estimate those costs to be \$1,500 to \$4,000 per year, which may vary depending on the vendor and the maintenance or support required.

The Technology System may give us and our affiliates access to all information generated by the Technology System, including price maintenance and information relating to clients, financial and operating information, and key metric data for your Business, and there are no contractual limitations on our ability to access such information. At our request, you must sign a release with any supplier of your Technology System providing us with unlimited, independent access to your data.

Training Programs

As part of the Trial Program, we will provide you with a trial period training program (the “Trial Period Training Program”) focused on marketing and sales of Membership Packages. Currently, the Trial Period Training Program is 3 to 5 weeks. You must complete the Trial Period Training Program within 35 days of executing the Trial Agreement. Your completion of the Trial Period Training Program is a condition to you being authorized to participate in trial Membership Agreement sales. We currently offer the Trial Period Training Program on a regularly scheduled, as-needed basis, but we may periodically modify this schedule at any time. If you fail to complete the Trial Period Training Program, we may elect to terminate the Trial Agreement or you and we may agree to extend the Trial Period Training Program and require you to attend additional training.

Under the Franchise Agreement, we will provide your Operating Principal and your Designated Manager, if applicable, with an initial training program for the operation of a Business and providing services (either directly or by supervising those who provide them) to Members under the different Membership Packages (the “Initial Training Program”). Currently, the Initial Training Program is a combined format of digital and in-person training and consists of 12 weeks of training (11 weeks of virtual training and 4-5 days of in-person training).

Your Operating Principal and your Designated Manager, if applicable, must complete the Initial Training Program to our satisfaction within 90 days of signing the Franchise Agreement. If your Operating Principal and your Designated Manager, if applicable and any other required trainees (detailed below) fail to complete the Initial Training Program to our satisfaction within such 90-day period, we may require you to attend additional training. If you or we determine that additional training is needed during the term of the Franchise Agreement, we may provide up to 3 additional days of training to you at our then-current fee for additional training (currently \$1,000 per trainer, per day, plus costs and expenses). Additionally, each of your employees providing CXO Services to members must complete our then-current training for such CXO Services at your expense (currently, \$5,000 per attendee).

If a Designated Manager is hired during the operation of your Business, the Designated Manager will be required to complete the Initial Training Program to our satisfaction before the Designated Manager may provide services for your Business. You will be responsible for paying us the then-current fee to administer the Initial Training Program to any of your future Designated Managers as well as any additional expenses incurred in connection with such training, including any costs associated with your Designated Manager attending such training at our designated training site. This fee may increase without notice to you.

If we determine that your Operating Principal or your Designated Manager, if applicable, are not properly trained to provide to clients the services offered by your Business, we may require such person to cease providing services for your Business and/or to be trained by us at our then-current training fee (currently \$1,000 per trainer, per day, plus costs and expenses). In addition, if we determine that your Operating Principal or your Designated Manager require refresher training during the term of your Franchise Agreement, we may require such individuals to retake all or a portion of the Initial Training Program. Additional training will be provided at a time and location of our choice, whether requested by you or us. You will be charged the then-current rate for additional training, plus the cost of transportation, lodging, and other associated expenses. If your Operating Principal or your Designated Manager, if applicable, are unable or unwilling to complete the additional required training to our satisfaction, we may terminate the Franchise Agreement. If you or your Operating Principal or your Designated Manager, if applicable, complete the training programs to our satisfaction and have not expressly informed us at the end of the program that your Operating Principal or your Designated Manager do not feel sufficiently trained in the operation of a Business, then you and they will be deemed to have been trained sufficiently to operate a Business.

We currently offer the Initial Training Program on a regularly scheduled, as-needed basis, but we may periodically modify this schedule at any time. Should you request that we send on-site assistance to your Business at any time during the term of your Franchise Agreement, or should we find it necessary to provide such on-site assistance for any reason, you will be charged then-current training fee (currently, \$1,000 per day, per trainer), plus travel and living expenses and out-of-pocket costs.

Our Initial Training Program is conducted primarily by Nichole Hanscom, who has 25 years of experience in the subjects taught and has been with us since our inception in 2024. Other individuals who may provide portions of our training program include Tania Music, our Chief of Staff, who has over 25 years of experience in the subjects taught and has been with us since our inception in 2024, and Evelyn Aucoin, our Financial Strategy Subject-Matter Expert, who has over 35 years of experience in the subjects taught and has been with us since our inception in 2024.

The instructional materials used in the Training Programs are the Operations Manual. Our current Trial Period Training Program and Initial Training Program consists of the following:

TRAINING PROGRAM

Trial Period Training Program			
Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
HTM Introductions to Frameworks and Mindset	40	0	Virtual or In-Person at our office in Miami, Florida
Money & Metrics Part of the Business	10	0	Virtual
Marketing	30	0	Virtual
Sales & Retention	20	0	Virtual
People	5	0	Virtual
Production/SKUs	5	0	Virtual
Physical Plant (Technology, Insurance, Policies & Procedures)	5	0	Virtual
Business Planning & Business Advising	10	0	Virtual
Interacting with Members, Workshop Facilitation	0	40	In-person at to-be determined locations for Member workshops and live quarterly meetings, as well as virtually
Total	125	40	

Initial Training Program			
Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
HTM Introductions to Frameworks and Mindset	5	0	Virtual or In-Person at our office in Miami, Florida
Money & Metrics Part of the Business	50	0	Virtual
Marketing	30	0	Virtual
Sales & Retention	15	0	Virtual
People	10	0	Virtual
Production/SKUs	5	0	Virtual
Physical Plant (Technology, Insurance, Policies & Procedures)	15	15	Virtual
Business Planning &	80	0	Virtual

Initial Training Program			
Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Business Advising			
Interacting with Members, Workshop Facilitation	10 - 15	20	In-person at to-be determined locations for Member workshops and live quarterly meetings, as well as virtually
Total	220 - 225	35	

Additional Training and Conferences

We may require you (or your Operating Principal) and/or your Designated Manager and any of your employees and/or contractors working with Members to attend various ongoing training events, participate in online sessions, view training videos and/or attend regional training or training at another event such as an annual meeting or convention, at the times and locations designated by us, including courses and programs provided by third parties we designate. Currently, we require you (or your Operating Principal) and/or your Designated Manager to attend virtual weekly training ranging from 60 to 90 minutes per week (“Weekly Additional Training”). Currently, we do not charge a fee for the Weekly Additional Training. Besides attending these training courses, programs, and events, we may also require you to attend an annual conference of franchise owners. We will decide when and where this conference will be held, which may include virtual platforms. In addition to the Weekly Additional Training, attendance at other additional training courses, programs, events, or the annual franchise owner conference may be required for up to 10 days during a calendar year (which days may not necessarily be consecutive). We may charge a fee for these types of ongoing training activities (currently, \$1,000 per day, per trainer), and you will be responsible for all costs associated with attending such programs, courses, events, or meetings.

You must pay all travel and living expenses (including, wages, transportation, food, lodging, and workers’ compensation insurance) that your Operating Principal or your Designated Manager (if applicable) incurs during any and all meetings and/or training courses and programs. You are also responsible for the travel and living expenses and out-of-pocket costs we incur in sending our trainer(s) to the designated location to conduct training, including food, lodging, and transportation. Any specific ongoing training or advice we provide does not create an obligation (whether by course of dealing or otherwise) to continue to provide such specific training or advice, all of which we may periodically discontinue and modify.

ITEM 12. TERRITORY

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. There are no minimum territorial boundaries granted to you. You may only provide services in connection with your Business to clients who are located within the United States.

We and our affiliates, ourselves or through authorized third parties, retain the right to engage in any and all activities that we (or they) deem appropriate and are not expressly prohibited under the Franchise Agreement. We may use any channel of distribution, (including the Internet, catalog sales,

telemarketing, and other direct marketing channels) to make sales anywhere, using the Marks or any other trademarks. We will not compensate you for soliciting or accepting orders from clients anywhere.

You must operate your Business from a location approved by us. You must obtain our approval prior to relocation, which will not be unreasonably withheld.

You may not solicit Members of another Businesses without consent of such Business’s franchisee and payment of a member transfer fee directly to such franchisee in an amount agreed to by you and such franchisee. Except as set forth above, there are no limitations on your ability to solicit customers in any location, including through alternative distribution channels including the Internet, catalog sales, telemarketing, or other direct marketing sales.

Affiliated Franchise Program

As described further in Item 1, we are under common control with RWC. Currently, RWC does not offer franchises providing management, advisory fractional executive, training, and educational services to law firms, but they may offer one or more other products that are also offered by Businesses. For example, businesses operated under the “Red Wagon Club” brand may offer social membership benefits that are similar to those offered by Businesses. RWC may operate, grant franchises, or solicit or accept orders anywhere in the world. If a conflict arises between any Business and any business operated or franchised by us or an affiliate of ours, we will analyze the conflict and take any action or no action as we deem appropriate. RWC’s principal business address is in Item 1. RWC currently operates from separate corporate offices and training facilities from us.

Additional Rights

We do not grant options, rights of first refusal, or similar rights to acquire additional franchises.

**ITEM 13.
TRADEMARKS**

The following table sets forth the list of our principal Marks and the status of applications filed with the U.S. Patent and Trademark Office for the Principal Register to protect the principal Marks:

Mark	Registration No. / <u>Serial Number</u>	Registration <u>Date</u> / <u>Application Date</u>
	<p><u>99413213</u></p>	<p><u>September 25, 2025</u></p>

Mark	Registration No. / <u>Serial Number</u>	Registration <u>Date</u> / <u>Application Date</u>
HOW TO MANAGE A SMALL LAW FIRM (Word Mark)	4797006	August 18, 2015
HOW TO MANAGE A SMALL LAW FIRM.COM (Word Mark)	4676890	January 20, 2015
HOW TO MANAGE A SMALL LAW FIRM (Word Mark)	7433133	July 2, 2024
	7179840	October 3, 2023
	7182734	October 3, 2023
	7499085	September 10, 2024
HAPPY LAWYERS MAKE MORE MONEY (Word Mark)	4907220	March 1, 2016
THE 7 PARTS OF A SUCCESSFUL BUSINESS (Word Mark)	5120504	January 10, 2017

Mark	Registration No. / <u>Serial Number</u>	Registration <u>Date</u> / <u>Application Date</u>
IRON SHARPENS IRON (Word Mark)	7273901	January 16, 2024
	4915472	March 8, 2016

We do not have a federal registration for our principal trademark. Therefore, our trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

All required affidavits of use will be filed in a timely manner. There is presently no effective determination of the U.S. Patent and Trademark Office, the Trademark Trial & Appeal Board, the trademark administrator of any state or any court, nor any pending infringement, opposition or cancellation proceeding or any pending material litigation involving our principal Marks.

We grant you a non-exclusive license to use the Marks to operate your Business, subject to the terms of your Franchise Agreement and as limited by the License Agreement (defined below). You must at all times faithfully, honestly, and diligently promote the Marks in connection with operating your Business. You may use the Marks only for your Business, and only according to your Franchise Agreement and in accordance with System Standards. You have no right to sublicense or assign your right to use the Marks. You may not use any other trademarks, service marks or commercial symbols to identify or operate your Business.

You must identify yourself as the independent owner of your Business in the manner we prescribe. You may not use any Mark (1) as part of any corporate or legal business name; (2) with any prefix, suffix, or other modifying words, terms, designs, or symbols (other than logos we have licensed to you); (3) in selling any unauthorized services or products; (4) as part of Online Presence; (5) in advertising the transfer, sale, or other disposition of your Business or an ownership interest in you; or (6) in any other manner that we have not expressly authorized in writing. You must give the notices of trademark registrations that we specify and to obtain any fictitious or assumed name registrations required under applicable law.

We license the Marks from HTM IP under a License Agreement dated December 5, 2024 (the “License Agreement”). The term of the License Agreement will continue for 99 years from its effective date unless terminated. The License Agreement may be terminated (resulting in the loss of our right to use and to sublicense the use of the Marks to you) by mutual agreement of the parties, or by HTM IP for a number of reasons, including if we default on any obligations, we are dissolved, make an assignment for the benefit of creditors, become insolvent, consent to appointment of a receiver, or our business is seized, or the parties cease to be affiliates. All rights in and goodwill from the use of the Marks accrue to HTM

IP. Except as described above, no agreement significantly limits our rights to use or sublicense the Marks in a manner material to the franchise.

The Marks may evolve over time, including after you sign the Franchise Agreement, as we evaluate the best way to promote the System. If we decide to modify, substitute, add or discontinue the use of any Marks for the System, we may at any time require you to modify, substitute, add, or discontinue using any Mark and/or use one or more additional or substitute Marks. You must replace the Marks at your Business with the modified, additional or substitute Marks we specify and comply with all other directions we give regarding the Marks at your Business within a reasonable time after receiving notice from us. We are not required to reimburse you for any costs or expenses associated with making changes or promoting a modified or substitute Mark, or for any loss of revenue due to any modified or discontinued Mark.

We know of no superior rights or infringing uses that could materially affect your use of the Marks in any state. You must notify us immediately of any apparent infringement or challenge to your use of any Mark, or of any person's claim of any rights in any Mark, and you may not communicate with any person other than us and our and our affiliates' attorneys, regarding any infringement, challenge or claim. We and/or HTM IP may take the action we deem appropriate and exclusively control any litigation or proceeding from the infringement, challenge or claim or otherwise concerning any Mark. You must sign the documents and take the actions that, in the opinion of our attorneys, are necessary or advisable to protect and maintain our interests in the Marks. We will reimburse you for all damages and expenses that you incur in responding to any trademark infringement proceeding disputing your use of any Marks, if you have notified us immediately of the proceeding, and complied with our directions in responding to it. You must not contest, or assist any other person in contesting, the validity of our and HTM IP's ownership of the Marks. Your use of the Marks and any goodwill established by that use are exclusively for our and HTM IP's benefit.

Under the Franchise Agreement, we must indemnify you against, and reimburse you for, all damages for which you are held liable in any proceeding in which your use of any Mark in compliance with the Franchise Agreement is held to constitute trademark infringement, and for all reasonable costs you incur in the defense of any claim brought against you or in any proceeding in which you are named as a party, only if you have timely notified us of the claim or proceeding and comply with our directions in responding to the proceeding. At our option, we and/or HTM IP may defend and control the defense of any proceeding from your use of any Mark under the Franchise Agreement.

ITEM 14. **PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

We do not own any patents that are material to the franchise. We have not filed any patent applications that are material to the franchise.

Various marketing, sales, training, and management materials which we have created, including the Operations Manual, marketing materials, newsletters, Member training materials and books, and advertising and promotional materials, used in operating a Business, are protected under the U.S. Copyright Act, whether or not we have obtained registrations. You may use these copyrighted materials during the term of the franchise, in a manner consistent with our ownership rights, for the purpose of operating and promoting your Business, but you do not receive any rights in those materials.

There are no determinations of the U.S. Copyright Office (Library of Congress) or any court, nor are there any pending infringement, opposition or cancellation proceedings or material litigation, involving the copyrighted materials which are relevant to their use by our franchisees.

No agreements limit our right to use or license the use of our copyrighted materials. We are not obligated under any agreement to protect or defend our copyrights or to otherwise take affirmative action when notified of infringement, although we may do so. We do not know of any infringing uses of or superior rights in our copyrighted materials. We may require you to modify or discontinue using any of our copyrighted materials or portions of our copyrighted materials at any time. You must immediately comply with such directions without compensation.

We and our affiliates possess (and may continue to develop and acquire) certain information we treat as confidential, some of which may constitute trade secrets under applicable law (the “Confidential Information”), relating to the System, whether or not marked confidential, including: (a) training and operations materials, including the Operations Manual and its contents; (b) the System Standards and other methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge, and experience used in developing and operating Businesses; (c) information regarding potential marketing, advertising and promotional programs and strategies related thereto, and analyses of the performance and results of such programs once implemented; (d) strategic plans, including expansion strategies and targeted demographics; (e) knowledge of, specifications for and suppliers of, and methods of ordering, Operating Assets and other products and supplies; (f) any computer software or similar technology which is proprietary to us or the System, including digital passwords and identifications and any source code of, and data, reports, and other printed materials generated by, the software or similar technology; (g) knowledge of the operating results and financial performance of Businesses other than your Business; (h) information generated by, or used or developed in, your Business’ operation, including information contained from time to time in the Technology System; (i) client and prospective client information; and (j) criteria for approving or rejecting proposed suppliers of any of the System Standards.

You must promptly disclose to us all ideas, concepts, methods, techniques, and products conceived or developed by you and/or any of your affiliates, owners, agents, representatives, contractors or employees relating to the development or operation of your Business or other Businesses (“Innovations”), whether or not protectable intellectual property and whether created by or for you or your owners or employees. All Innovations are our sole and exclusive property and works made-for-hire for us and shall constitute our Confidential Information. To the extent any Innovation does not qualify as a work made-for-hire for us, by this Section you assign ownership of that Innovation, and all related rights to that Innovation, to us and will sign (and to 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 with respect to any Innovations. You may not use any Innovation in operating your Business or otherwise without our prior written approval.

You may not use our Confidential Information in an unauthorized manner. You must adopt and implement procedures to prevent unauthorized use or disclosure of Confidential Information, including restricting its disclosure to personnel of your Business and certain other people and using non-disclosure and non-competition agreements with those having access to Confidential Information in a form determined by us. We may regulate the form of agreement that you use, and we will be a third-party beneficiary of that agreement with independent enforcement rights.

All Confidential Information is owned by us or our affiliates and you will use the Confidential Information only for the development, promotion, and operation of your Business. You will not use or sell Confidential Information to any third parties, and you will comply with all applicable laws governing the use and protection of Confidential Information.

ITEM 15.
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

Ownership of a Business is not a passive investment. If you are a legal business entity, you must identify one of your owners who is a natural person with at least a 51% ownership interest and voting power in the legal business entity, with the authority to take legally binding actions on its behalf, to act as the “Operating Principal.” We must approve the Operating Principal prior to such individual having any involvement in your Business. If your Operating Principal ceases to own at least a 51% ownership interest and voting interest in you, your Operating Principal resigns or otherwise indicates to us or to you that he, she, or they wishes to cease acting as Operating Principal, or we disapprove of your Operating Principal, you must recruit a new Operating Principal within 30 days of the change in ownership or disapproval and submit to us all documents we request regarding the new Operating Principal for our review and approval. Your Operating Principal must, at all times, have direct, day-to-day, full-time supervision of your Business and may not be engaged in, distracted by, or participate in any other business. Your Operating Principal must attend all scheduled meetings and required trainings conducted by us for the purpose of further instruction, education, or informing you on topics involving the supervision of your Business.

You or your Operating Principal, as applicable, must serve as your initial Chairperson and provide the Chairperson Services to your Weekly CXO Members. If you wish to hire an additional Chairperson, you may appoint your Designated Manager or a third-party we approve to provide the Chairperson Services.

If your Operating Principal does not wish to supervise your Business on a full-time basis, you must appoint a manager who has completed the Training Programs to work full-time to supervise the operation of your Business (the “Designated Manager”). We may establish minimum qualifications for any such Designated Manager, which may include completion of training programs, confirmation that they will have no competitive business activities, and/or execution of a non-disclosure agreement or other covenants we require. If any Designated Manager ceases to act as your Business’s Designated Manager, your Operating Partner must manage your Business until such time as a replacement Designated Manager has satisfactorily completed the training programs and meets our then-current minimum qualifications. The Designated Manager does not need to own an equity ownership in you.

Any person owning an interest in you at any time during the Franchise Agreement’s term will execute a guaranty in the form we prescribe undertaking personally to be bound, jointly and severally, by all provisions of the Franchise Agreement and any ancillary agreements between you and us. Our current form of Guaranty and Assumption of Obligations is attached as Attachment B to the Franchise Agreement. The spouse of each owner will also be required to consent in writing to his or her spouse’s execution of the guaranty, which serves to bind the assets of the marital estate to the guarantor’s performance of the Guaranty and Assumption of Obligations.

ITEM 16.
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

To ensure that our standards and specifications of quality, service, and system development are maintained, you must operate your Business in strict conformity with the Franchise Agreement and the methods, standards, specifications, and sources of supply that are designated in the Operations Manual. All products and services sold to clients by you and other franchisees will be provided by us and our affiliates. Your Business will be the only business that you operate, unless otherwise approved by us.

You must: (1) offer for sale or sell in connection with your Business the products and services that we periodically specify; (2) offer for sale or sell in connection with your Business approved products and services only in the manner we have prescribed; (3) not offer for sale or sell in connection with your Business any products or services we have not approved; (4) discontinue selling and offering for sale any products or services that we at any time decide to disapprove; and (5) purchase and use only the brands, types, or models of products, materials, packaging, supplies and services (including the Operating Assets and the Technology System) that we designate for operating your Business. You may not, through your Business, offer or provide legal services.

While you will market and promote Membership Agreements to potential clients, you may not enter into Membership Agreements with any of your clients. Rather, your clients will enter into Membership Agreements with OpCo under which you will provide services to such Members. You may not offer services to Members of other franchised Businesses without the consent of such other franchisee.

ITEM 17.

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise Agreement or related Agreement(s)	Summary of Franchise Provision
a. Length of the franchise term	FA - 3.A	The term of the Franchise Agreement is 5 years.
b. Renewal or extension of the term	FA - 3.C	Two (2) additional terms of 5 years each.
c. Requirements for franchisee to renew or extend	FA - 3.C	You give us written notice of your desire to acquire a Successor Franchise no more than 12 months and no less than 180 days before the expiration of the then-current term; be in compliance with the Franchise Agreement and any other agreement with us and our affiliates through the term of such agreements; bring your Business into full compliance with then-current System Standards; you sign our then-current franchise agreement (modified as necessary to reflect the fact that it is for a Successor Franchise), which may contain materially different terms and conditions than the original Franchise Agreement that you sign (e.g., higher Brand Fund contributions); you pay the Successor Franchise fee of 10% of our then-current standard initial franchise fee; and you and your owners sign a general release.

Provision	Section in Franchise Agreement or related Agreement(s)	Summary of Franchise Provision
d. Termination by franchisee	FA - 17.B Trial Agreement - 12	You may terminate the Franchise Agreement if we violate a material and substantial provision of the Franchise Agreement and fail to remedy or make substantial progress towards curing the violation within 60 days after receiving written notice from you (subject to state law). You may terminate the Trial Agreement at any time, for any reason, upon notice to us.
e. Termination by franchisor without cause	FA - Not applicable Trial Agreement - 12	We may not terminate the Franchise Agreement without cause. We may terminate the Trial Agreement at any time, for any reason, upon notice to you.
f. Termination by franchisor with cause	FA - 17.A	We may terminate only upon an uncured or non-curable material event of default.
g. "Cause" defined—curable defaults	FA - 17.A	5 days to cure (i) violation of law, regulation, or ordinance; or (ii) failure to maintain required insurance. 10 days to cure failure to pay any amounts due to us or our affiliates. Applicable cure period for failure to pay third-party supplier. 30 days to cure any other provision of the Franchise Agreement not otherwise listed in section (h) of this Item 17, below.
h. "Cause" defined—non-curable defaults	FA - 17.A	You make a material misrepresentation; failure to commence operations on time; failure to complete initial training to our satisfaction; abandonment or failure to operate your Business; unauthorized transfer; felony conviction; dishonest or unethical conduct; loss of right to occupy the premises of your Business; unauthorized use or disclosure of Confidential Information; failure to pay taxes; insufficient funds in your Business Account on 3 or more occasions in a 12-month period; 3 or more breaches within a 12-month period; 2 or more of the same breaches within a 12-month period; assignment for benefit of creditors, insolvency, or bankruptcy; blocked assets based on violation of terrorism-related laws; any other franchise agreement between you and us is terminated (also known as a "cross-default"); you deposit or convert any funds received from clients in violation of the Franchise Agreement; or any other default of the Franchise Agreement is not cured within the applicable time period.

Provision	Section in Franchise Agreement or related Agreement(s)	Summary of Franchise Provision
i. Franchisee’s obligations on termination/non-renewal	FA – 18 Trial Agreement – 7, 8, 9, 10, 12	Under the Franchise Agreement: pay all amounts owed; cease use of Marks; return Confidential Information; abide by post-termination non-compete; surrender any websites, social media accounts, or other Online Presences; pay lost revenue damages (if applicable). Under the Trial Agreement: return materials and Confidential Information; abide by post-termination non-solicitation and non-compete, and confidentiality obligations.
j. Assignment of contract by franchisor	FA - 16.A	No restrictions on our right to assign.
k. “Transfer” by franchisee—defined	FA - 16.B	Includes any voluntary, involuntary, direct, or indirect assignment, sale, gift, or other disposition, including transfer by reason of merger, consolidation, issuance of additional securities, death, disability, divorce, insolvency, foreclosure, surrender or by operation of law.
l. Franchisor approval of transfer by franchisee	FA - 16.C	We have the right to approve all transfers.
m. Conditions for franchisor approval of transfer	FA - 16.C	You submit an application regarding the proposed transferee; you provide us executed purchase documents and other documents we require; you and transferee sign a consent to transfer, which will contain a general release, and all other documents requested by us; you have paid all amounts owed; you have not violated any provision of the Franchise Agreement within 60 days; the transferee has completed initial training to our satisfaction; transferee signs our then-current form of franchise agreement, which may contain terms materially different than the Franchise Agreement attached to this Disclosure Document; landlord approval (if applicable); pay transfer fee; you subordinate to us any financing you provide to the transferee; you correct any deficiencies and transferee agrees to remodel and renovate the office of your Business; transfer all licenses and permits.
n. Franchisor’s right of first refusal to acquire franchisee’s business	FA - 16.E	We have the right, but no obligation, to match any offer to buy your Business within 30 days of notice of the offer, and we have no less than 60 days to prepare for closing. If change in terms of sale, we have an additional right of first refusal for 30 days.

Provision	Section in Franchise Agreement or related Agreement(s)	Summary of Franchise Provision
o. Franchisor’s option to purchase franchisee’s business	FA - 19	Upon the expiration of the Franchise Agreement and any successor franchise granted to you, or the termination of the Franchise Agreement by you without cause or by us (each a “Termination Event”), we may purchase the assets of your Business for the net realizable value of the tangible assets in accordance with the liquidation basis of accounting (not the value of your Business as a going concern) (“Liquidation Value”), and assume the lease for your Business upon the expiration of the Franchise Agreement and any successor franchise granted to you, or the termination of the Franchise Agreement as a result of a Termination Event. In the case of a Termination Event, we have 60 days from the Termination Event to provide you with written notice of our election to purchase your Business.
p. Death or disability of franchisee	FA - 16.D	Upon death/disability of Operating Partner, must appoint a new Operating Partner within 30 days. Franchise must be assigned to approved transferee in 12 months.
q. Non-competition covenants during the term of the franchise	FA -8 Trial Agreement - 9	You, and with respect to the Franchise Agreement, your owners, or any of your or their immediate family members, cannot be involved in a Competitive Business during the term of the Franchise Agreement. A “Competitive Business” means (1) any business providing private coaching services, business mentoring or strategic planning services for business owners <u>with any law-related business</u> , or fractional executive services to law firms; or (2) any businesses granting franchises or licenses to others to operate the type of businesses specified in subparagraph (1). You must not disparage or negatively impact us in any way. You must not solicit or interfere with our or our affiliates’ relationships with any Members, customers, franchisees, lenders, vendors or consultants. You may not solicit Members of our other franchisees.
r. Non-competition covenants after the franchise is terminated or expires	FA - 18.E Trial Agreement - 9	You, your owners, affiliates, and family members may not engage in a Competitive Business for 24 months following the termination or expiration of the Franchise Agreement.

Provision	Section in Franchise Agreement or related Agreement(s)	Summary of Franchise Provision
s. Modification of the agreement	FA - 20.M	No modifications except with the prior written consent of both you and us, except that we are permitted to amend the Marks at any time. We are permitted to amend the Operations Manual and System Standards at any time, and you are required to comply with the Operations Manual and System Standards as amended.
t. Integration/merger clause	FA - 20.N	Only the written terms of the Franchise Agreement and other related written agreements are binding (subject to state law). Any representations or promises outside this Disclosure Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	FA - 20.A, 20.B Trial Agreement - 13	<p>Either of us may initiate a mediation proceeding by notifying the other in writing. Regardless of who initiates the mediation, the mediation will be conducted at a location in or within 10 miles of our or our successor's or assign's current place of business (currently, Coconut Grove, Florida) (subject to state law, if applicable) unless we and you agree upon a mutually acceptable alternative location.</p> <p>We and you must arbitrate all disputes that are not resolved by mediation at a location in or within 10 miles of our or our successor's or assign's current principal place of business (currently, Coconut Grove, Florida) (subject to state law).</p>
v. Choice of forum	FA - 20.H Trial Agreement - 13	Subject to applicable state law and our mediation and arbitration requirements, litigation must take place in the court nearest to our current principal place of business (currently Coconut Grove, Florida).
w. Choice of law	FA - 20.G Trial Agreement - 18	Subject to applicable state law, the Agreement, the Franchise, and all claims arising from the relationship between us and you will be governed by the laws of the State of Florida, without regard to its conflict of laws rules, except that (1) any state law regulating the offer or sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently, and (2) the enforceability of those provisions of the Agreement which relate to restrictions on you and your owners' competitive activities will be governed by the laws of the state in which your Business is located.

ITEM 18.
PUBLIC FIGURES

We do not currently use any public figure to promote our franchise system, but we may do so in the future.

ITEM 19.
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC’s Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the Disclosure Document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting our President, RJon Robins 2801 Florida Avenue, Unit 4, Coconut Grove, Florida 33133, 1-833-466-2624, the Federal Trade Commission; and the appropriate state regulatory agencies.

ITEM 20.
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years ~~2022~~, 2023, 2024, 2025 ^{1,2}

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022 <u>2023</u>	0	0	0
	2023 <u>2024</u>	0	0	0
	2024 <u>2025</u>	0	0	0
Company-Owned	2022 <u>2023</u>	1	1	0
	2023 <u>2024</u>	1	1	0
	2024 <u>2025</u>	1	1	0
Total Outlets	2022 <u>2023</u>	1	1	0
	2023 <u>2024</u>	1	1	0
	2024 <u>2025</u>	1	1	0

- All data in these charts is for our fiscal year, not a calendar year. Our fiscal years end on June 30 of each calendar year.

2. As of the amended Issuance Date of this Disclosure Document, there have been no changes to the information set forth in these charts.

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than Franchisor)
For Years ~~2022~~, 2023, 2024, 2025

State	Year	Number of Transfers
All States	2022	0
<u>All States</u>	2023	0
	2024	0
Total	2022 <u>2025</u>	0
<u>Total</u>	2023	0
	2024	0
	<u>2025</u>	<u>0</u>

Table No. 3
Status of Franchised Outlets
For Years ~~2022~~, 2023, 2024, 2025

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
All States	2022 <u>2023</u>	0	0	0	0	0	0	0
	2023 <u>2024</u>	0	0	0	0	0	0	0
	2024 <u>2025</u>	0	0	0	0	0	0	0
Total	2022 <u>2023</u>	0	0	0	0	0	0	0
	2023 <u>2024</u>	0	0	0	0	0	0	0
	2024 <u>2025</u>	0	0	0	0	0	0	0

Table No. 4
Status of Company-Owned Outlets
For Years ~~2022~~, 2023, 2024, 2025

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Florida	2022 <u>2023</u>	1	0	0	0	0	1
	2023 <u>2024</u>	1	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
	<u>4</u>						
	2024 <u>202</u>	1	0	0	0	0	1
	<u>5</u>						
Total ¹	2022 <u>202</u>	1	0	0	0	0	1
	<u>3</u>						
	2023 <u>202</u>	1	0	0	0	0	1
	<u>4</u>						
	2024 <u>202</u>	1	0	0	0	0	1
	<u>5</u>						

Table No. 5
Projected Openings as of ~~December 12~~June 30, 2024~~2025~~

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
All States <u>Arizona</u>	0	0 <u>1</u>	0
<u>Colorado</u>	<u>0</u>	<u>1</u>	<u>0</u>
<u>Delaware</u>	<u>0</u>	<u>1</u>	<u>0</u>
<u>Florida</u>	<u>0</u>	<u>1</u>	<u>0</u>
<u>New York</u>	<u>0</u>	<u>2</u>	<u>0</u>
<u>North Carolina</u>	<u>0</u>	<u>2</u>	<u>0</u>
<u>Pennsylvania</u>	<u>0</u>	<u>1</u>	<u>0</u>
<u>Texas</u>	<u>0</u>	<u>2</u>	<u>0</u>
Total	0	0<u>11</u>	0

We ~~began offering franchises as of the date of this Disclosure Document, and therefore, we~~ do not have any franchisee contact information to disclose. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three years, no current or former franchisees have signed provisions restricting their ability to speak openly about their experience with the How To Manage A Small Law Firm franchise system.

We are not currently aware of any trademark-specific franchisee organizations associated with our franchise system.

ITEM 21.
FINANCIAL STATEMENTS

We were formed on November 6, 2024, and therefore, we are unable to provide three years of financial statements. Attached to this Disclosure Document as Exhibit C ~~is~~are (i) our audited ~~opening~~balance sheet for the fiscal year ended June 30, 2025, and related statements of operations,

changes in member's equity, and cash flows and the related notes to the financial statements for the period from November 6, 2024 to June 30, 2025, and (ii) our unaudited interim balance sheet as of ~~December 2, 2024~~ September 30, 2025 and the related statement of income for the period from July 1, 2025 to September 30, 2025. Our fiscal year end is June 30.

ITEM 22.
CONTRACTS

The following contracts and related agreements are attached to this Disclosure Document:

Exhibit A-1	Trial Agreement
Exhibit A-2	Franchise Agreement
Exhibit E	Form of General Release
Exhibit G	Representations and Acknowledgment Statement
Exhibit H	State Addenda and Agreement Riders

ITEM 23.
RECEIPTS

Attached as Exhibit I are two copies of a Receipt confirming your receipt of this Disclosure Document. Please sign and date both Receipt pages, keep one for your records, and return the other to us.