FRANCHISE DISCLOSURE DOCUMENT

Coaching Matters, LLC
A Wyoming limited liability company
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FUNDRAISING UNIVERSITY

The franchised business is to operate a fundraising company under the trade name "Fundraising University".

The total investment necessary to begin operation of a Fundraising University franchise for a single territory is $79,550 to $84,027. This includes $77,350 to $77,717 that must be paid to the franchisor or affiliate. The total investment necessary to begin operation of two to ten territories is $129,550 to $~~334~~374,027. This includes $127,350 to $~~327~~367,717 that must be paid to the franchisor.

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.**

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: March 25, 2025, as amended, September 23, 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 Item 20 or Exhibits 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 D includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Coaching Matters, LLC 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 Coaching Matters, LLC franchisee?	Item 20 or Exhibits F list 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 A.

Your state may also 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 and/or litigation only in Arizona. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in Arizona than in your own state.

2. **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.

3. **Turnover Rate.** During the last 3 years, a high percentage of franchised outlets were terminated, not renewed, transferred, or ceased operations for other reasons. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate.

4. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

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.

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Item 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

In this disclosure document, "we", "us," or "our" refers to Coaching Matters, LLC. "You" means the person to whom we grant a franchise. If you are a corporation, limited liability company, or other entity, each owner of the franchise entity must sign our Guaranty and Non-Compete Agreement, which means that all of the franchise agreement's provisions also will apply to your owners.

We were formed as a limited liability company in the State of Missouri on July 25, 2018, as "Coaching Matters Foundation, LLC", and subsequently changed our name to "Coaching Matters, LLC" on January 1, 2020. On October 3, 2023, we transferred our entity from Missouri to Wyoming. Our principal business address is now 1603 Capitol Avenue, Suite 413 C1165, Cheyenne, WY 82001 and our telephone number is 402-680-5029. We do business under our company name, "Fundraising University" and "Fundraising U" and their associated designs (the "Marks"). We have registered our primary service marks on the Principal Register of the United States Patent and Trademark Office. We do not own or operate any businesses of the type you will be operating. We have not offered franchises in any other line of business. We only offer franchises which operate under the "Fundraising University" Marks. We began offering franchises in January 2020.

Our agent for service of process ~~in Arizona~~ is ~~Michael Charles Bahun, and the agent's principal business address is 1525 South Higley Road~~1603 Capitol Avenue, Suite ~~104 PMB 1221, Gilbert, Arizona 85296. Our agents for service of process in other states are disclosed~~310 Cheyenne, Wyoming 82001 and state agency addresses shown in Exhibit A.

Our Parents, Predecessors and Affiliates

We do not have any parents or predecessors.

Our first affiliate company, Effinger Consulting, LLC, an Arizona limited liability company formed in Arizona on October 5, 2012, and having a principal business address is 2740 E Courtney Street, Gilbert, Arizona 85298. This affiliate provides professional consulting services to our franchisees. Effinger Consulting, LLC offers optional fundraising training services to our franchisees and has offered such training to our affiliate for several years. Effinger Consulting, LLC has not offered franchises in this or in any other lines of business previously.

Our second affiliate, Stolen Base, LLC, a Wyoming limited liability company, has operated Fundraising University in Loch Lloyd, Missouri since March 1, 2009. This affiliate's principal business address is 212 E 22nd, Suite MP #1306, Cheyenne, Wyoming 82201. As described in Item 17 below, if you wish to terminate the Franchise Agreement and we consent to the termination of your Franchise Agreement, we may require you to execute a Fundraising University Ambassador Agreement with this affiliate.

Our third affiliate, KRFM Consulting, LLC, a Wyoming limited liability company, formed in Wyoming on July 25, 2018, having a principal business address at 312 W. 2nd St, #4238, Casper, Wyoming 82601. This affiliate provides proprietary technology to Fundraising University

franchisees. KRFM Consulting is owned by our founder, Michael Bahun. KRFM Consulting does not offer franchises in any other lines of business.

We have operated, through affiliates, Fundraising University outlets similar to the franchise offered by this Disclosure Document since 2009. We and our affiliates may operate other Fundraising University concepts, including additional Fundraising University outlets, in the future.

Information About Our Business and the Franchises Offered

If you sign a franchise agreement with us, you will develop and operate a fundraising company that plans, executes and repeats a fundraiser under the trade name Fundraising University. If you purchase multiple territories (between 1 and 10), you will still just sign one franchise agreement, but your Initial Franchise Fee, monthly Royalty Fee, monthly Brand Fund contribution and monthly local advertising expenses will increase based on the total number of territories you purchase. You will also be required to sponsor Sports Clinics upon opening your franchise.

The general market for fundraising is elementary, middle, and high schools, as well as youth sports leagues for elementary, middle, and high school students. This market is relatively new and developing. Our customers are primarily coaches and teachers. Sales are not seasonal.

You will compete against national chains, regional chains, and independent owners. Some of these competitors are franchised.

Laws and Regulations

To protect residents, legitimate charitable organizations and the charitable community, most states have laws requiring 501(c)(3) charitable organizations that solicit contributions from the public, including those in the social sector, to register and file periodic reports. The states that do not require registration are: Vermont, Indiana, Iowa, South Dakota, Nebraska, Texas (with limited exceptions), Wyoming, Montana, Idaho and Nevada.

Most of the state fundraising statutes exempt certain organizations from their registration and filing requirements. For example, in Pennsylvania, charitable organizations receiving annual contributions of $25,000 or less are exempt from the state registration requirements as long as they do not compensate anyone to conduct solicitations. In addition, bona fide religious organizations, hospitals, educational institutions, firefighters, and numerous other types of organizations are exempt from the Pennsylvania law.

The information that must be submitted in or attached to the state registration forms varies from state to state. Many states accept a copy of IRS Form 990 in place of some or all of the required financial reports. In addition, other documents, such as articles of incorporation and bylaws, typically are required to be submitted. All information submitted in the registration reports is generally made available to the public. In addition to registration, the states that regulate charitable fundraising generally require covered organizations to file periodic financial reports. In Pennsylvania, for example, covered organizations are required each year to file reviewed financial statements if their gross contributions exceed $25,000 per year and audited financial statements if their gross contributions exceed $100,000 per year.

To determine specific registration and filing requirements, social sector charitable organizations that are engaged in or about to engage in fundraising should consult these guides, experienced counsel, and the agencies in the states in which the organization expects to be doing business.

Due to the fact that the franchised business is operated primarily on school grounds and around younger children, there may be specific laws and regulations in your Territory that prevent certain individuals who may have a criminal record from being on school property. You and your employees or contractors are required to have background checks on record and be aware of these regulations before entering school property. You should also be aware of certain tax and regulatory requirements that are associated with fundraising businesses.

Item 2
BUSINESS EXPERIENCE

Michael Charles Bahun: Founder

Michael Charles Bahun founded us on August 15, 2018. He has also been the President and Owner of our affiliates, Stolen Base, LLC and KRFM Consulting, LLC in Gilbert, AZ, since March 2009.

Michael Effinger: President of Sales

Michael Effinger has served as our President of Sales since our inception on August 15, 2018. He has also been the Managing Member of Effinger Consulting, LLC in Gilbert, Arizona since October 5, 2012.

Steven Shannon: Vice President of Sales

Steven Shannon has served as our Vice President of Sales since January 2023. Prior to being our Vice President of Sales, he served as our Director of Franchise Operation from July 2021 until January 2023. Prior to that, Mr. Shannon served as our Director of Operations since July 2015. He has also served as a representative for Fundraising University in Aurora, Nebraska since July 2015 through his entity Expendables Inc.

Lindsay DiDonna: Vice President of Franchise Development

Lindsay has served as our Vice President of Franchise Development since January 2024. Prior to this role, she served as our Compliance Director from January 2023 until January of 2024 and Director of Franchise Operations from August 2021 until December 2022. Prior to joining Fundraising University, she was the Senior Director of Admissions at the Center for Excellence in Higher Education located in Salt Lake City, Utah from October 2014 to August 2021.

Dan Smith: Business Manager

Dan Smith became our Operations Manager in December of 2022 and transitioned into the Business Manager role in January 2024. Prior to joining us, Dan was the owner of Leading

Champions, LLC from 2020 until December 2022 in Marietta, Georgia. Dan also served as Product Director for Attwood Corporation in Lowell, Michigan, from 2013 until 2019.

Chaz Jensby: Operations Manager

Chaz has been our Operations Manager since December 2024. Prior to joining us, Chaz worked at AlffCo as the Operations Manager from March 2024 to December 2024 in Omaha, Nebraska and HorsePower Brands as the Director of Finance and Operations from August 2022 to February 2024 in Omaha, Nebraska. He worked at Tank Holding Corp. as the Plant Manager from February 2020 to August 2022 in Lincoln, Nebraska. Additionally, Chaz is acting Superintendent of the Air Transportation Section of the Nebraska Air National Guard in Lincoln, Nebraska where he has served since February 2008.

Item 3
LITIGATION

Wilkins v. Coaching Matters, LLC d/b/a Fundraising University, American Arbitration Association, AAA Case No. 01-22-0004-8752. Claimant, a former franchisee, filed a statement of claim against Respondent in November 2022 in Kansas City, Kansas. The statement of claim sought damages arising from breach of contract on the part of Respondent relating to Claimant's franchise agreement, and to prevent Respondent from enforcing Claimant's post-term obligations. Respondent filed a counterclaim (01-22-0004-8752) on January 24, 2023 in Kansas City, Kansas, seeking damages equal to $48,000.00, for breach of contract on the part of Claimant related to Claimant's franchise agreement, wrongful termination of Claimant's franchise agreement, and violations of Claimant's post-term obligations, specifically, Claimant's non-competition covenant. In April 2023, after the arbitration on the matter commenced, the parties reached a mutual settlement agreement, pursuant to which Claimant agreed to (i) pay to Respondent an amount equal to Thirty Seven Thousand Dollars ($37,000.00) in twelve (12) months of future royalties that would have been payable under Claimant's franchise agreement, and (ii) issue a corrective letter regarding remarks made regarding Respondent while in violation of Claimant's non-competition covenant.

Item 4
BANKRUPTCY

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

Item 5
INITIAL FEES

Franchise Fee

When you sign your franchise agreement, you must pay us $60,000 as the initial franchise fee for a contiguous territory that will include approximately ~~50~~110,000 ~~high~~ school-aged students as determined by ~~the most recent~~ U.S. Census data and other comparable sources. The initial franchise fee is not refundable under any circumstance. Your initial franchise fees for each additional territory for up to 10 territories will be as follows:

Territory	Franchise Fee ~~(or Additional Franchise Fee)~~per Territory	Total Franchise Fee
First	$60,000	$60,000
Second	$~~50~~55,000	$110,000
Third	$~~25~~50,000	$~~135~~150,000
~~Each additional up to 10~~Fourth	$~~25~~45,000	$~~160,000 - $310~~180,000
Fifth	$40,000	$200,000
Sixth	$35,000	$210,000
Seventh	$35,000	$245,000
Eighth	$35,000	$280,000
Ninth	$35,000	$315,000
Tenth	$35,000	$350,000

If you choose to purchase a territory where the total number of ~~high~~ school-age students materially exceeds the approximate ~~50~~110,000-student range per territory, we reserve the right to impose an additional Initial Franchise Fee. If applied, the Initial Franchise Fee will be increased by $1.50 for each additional ~~high~~ school-age student beyond the ~~approximate 50~~approximate110,000-student threshold, as determined at our sole discretion based on the size and demographics of the territory.

Veteran Discount

We offer a discount of $5,000 off the Initial Franchise Fee to qualified U.S. military veterans who have received an honorable discharge. This discount applies only once per franchisee, regardless of the number of units purchased. To receive the discount, the veteran must provide satisfactory documentation of veteran status before signing the Franchise Agreement.

Training Fee

The Initial Training Fee of $15,000 (the "Training Fee") covers training for the Franchisee (the "Owner") and up to two (2) sales representatives (the "Sales Representatives") designated by the Franchisee. This Training Fee includes access to all franchisor-provided training, which may include, but is not limited to, mental performance coaching, tax and insurance coaching, and social media coaching, as offered by the franchisor for the entire duration of the Franchise Agreement. The Training Fee covers initial onboarding training for the Owner and up to two (2) Sales Representatives within the first twelve (12) months following the execution of the Franchise Agreement.

In the event that additional Sales Representatives are hired or if training is required outside of the initial twelve (12) month period, a Replacement/Additional Training Fee of $1,500 per Sales Representative will be incurred. This fee will be invoiced separately and must be paid prior to training occurring.

Technology & Brand Marketing Fee

The Technology & Brand Marketing Fee covers essential tools and brand-building efforts to support franchise success. This includes one Enterprise Resource Planning (ERP) system account per territory for efficient operations, one Google Workspace account per territory for professional communication and collaboration, and a contribution toward brand marketing initiatives, such as digital advertising, social media campaigns, and other efforts to enhance brand awareness and drive customer engagement. If additional accounts are needed beyond the one allotted per territory, each ERP account will incur a fee of $325, and each Google Workspace account will incur a fee of $125. These costs may increase annually based on the necessary cost of the products, but we will not raise fees to generate additional profit for ourselves. Below is a chart outlining the Technology & Brand Marketing Fee based on the number of territories owned.

# of Territories	Amount
1	$750
2	$1,250
3	$1,500
4	$1,750
5	$2,000
6	$2,250
7	$2,500
8	$2,750
9	$3,000
10	$3,250

The Initial Franchise Fee, Training Fee, and Technology & Brand Marketing Fee are not refundable.

Item 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	The Royalty Fee is ~~7.25~~8% of gross sales.	Monthly, on the 5th day of the month following your Franchise	See Note 1.

Type of Fee	Amount	Due Date	Remarks
		Agreement execution.	
Brand Fund Contribution	If re-established, the Brand Fund Contribution will be calculated based on the then-current rate, which will not exceed 3% of monthly Gross Revenues Collected. However, the combined total of the Brand Fund Contribution and the Royalty shall not exceed the Royalty rate in effect immediately prior to the re-establishment of the Brand Fund.	Monthly, on the 5th day of the month following your Franchise Agreement is executed.	
Market Cooperative Contribution	As determined by co-op but not less than 1% of Gross Sales. Currently, none.	Monthly, on the 5th day of the month following your Franchise Agreement is executed.	We have the right to establish local or regional advertising cooperatives. There is no maximum contribution determined by the co-op. (See Note 2)
Replacement / Additional Training fee	Our then-current fee~~.~~ which will not exceed 100% of the current amount. Currently, $1,500 per trainee, in addition to our trainers' travel and other costs and expenses in providing such training.	Prior to attending the additional training	If you send a manager or other employee to our training program after you complete the Initial Training and you are open, we will charge our then-current Replacement/Additional Training fee.

Type of Fee	Amount	Due Date	Remarks
Third party vendors	Pass-through of costs, plus reasonable administrative charge.	Varies	We have the right to require franchisees to use third-party vendors and suppliers that we designate. Examples can include computer support vendors, customer feedback systems, and nationwide discount providers. The vendors and suppliers may bill franchisees directly, or we have the right to collect payment for these vendors together with a reasonable markup or charge for administering the payment program.
Technology & Brand Marketing Fee	Currently $750 for one territory, $1,250 for two territories, $1,500 for three territories, and for four territories or more it is $1,500 plus an additional $250 for each additional territory beyond 3 territories.	Monthly, on the 15th day of the month following your Franchise Agreement is executed.	See Note 3
Non-compliance fee	$500 plus $250 per week while non-compliant after thirty days' notice of non-compliance	On demand	We may charge you $500 if your business is not in compliance with the franchise agreement or our system specifications such as ordering through unapproved vendor sources, and you fail to correct the non-compliance after 30 days' notice. Thereafter, we may charge you $250 per week until you correct such non-compliance.
Reimbursement	Amount that we spend on your behalf, plus 10%	Within 15 days of invoice	If we pay any amount that you owe or are required to pay to a third party, you must reimburse us.
Late fee	$100 plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the	On demand	We may charge a late fee if you fail to make a required payment when due.

Type of Fee	Amount	Due Date	Remarks
	maximum allowed by law, then interest at the highest rate allowed by law)		
Insufficient funds fee	$50 (or, if such amount exceeds the maximum allowed by law, then the maximum allowed by law)	On demand	We may charge an insufficient funds fee if a payment made by you is returned because of insufficient funds in your account.
Costs of collection	Our actual costs	As incurred	Payable if we incur costs (including reasonable attorney fees) in attempting to collect amounts you owe to us.
Breach of territory fee	The greater of (i) $500 or (ii) 75% of the amount paid by the customer outside of your territory.	On demand	If you serve a customer outside of your territory without our prior written permission, we may impose this fee.
Special support fee	Our then-current fee, which will not exceed 100% of the current amount, plus our expenses. Currently, $600 per day.	On demand	If we provide in-person support to you in response to your request, we may charge this fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support).
Customer complaint resolution	Our expenses	On demand	We may take any action we deem appropriate to resolve a customer complaint about your business. If we respond to a customer complaint, we may require you to reimburse us for our expenses.
Records audit	Our actual cost	On demand	Payable only if (1) we audit you because you have failed to submit required reports or other non-compliance, or (2) the audit concludes that you under-reported gross sales by more than 3% for any month.

Type of Fee	Amount	Due Date	Remarks
Special evaluation fee	Currently $600, plus our out-of-pocket costs	On demand	Payable only if we conduct an in-person evaluation of your business because of a governmental report, customer complaint or other customer feedback, or your default or non-compliance with any system specification.
Non-compliance cure costs and fee	Our out-of-pocket costs and internal cost allocation, plus 10%	When billed	We may cure your non-compliance on your behalf (for example, if you do not have required insurance, we may purchase insurance for you), and you will owe our costs plus a 10% administrative fee.
Transfer fee	25% of the then-current Franchise Fee as stated in the Franchise Disclosure Document (FDD) per exclusive territory that is being transferred~~.~~, provided that such amount shall not exceed $30,000.	Upon signing new franchise agreement.	
Renewal Fee	25% of the then-current Franchise Fee as stated in the Franchise Disclosure Document (FDD) per exclusive territory that is being renewed~~.~~, provided that such amount shall not exceed $30,000.	Prior to the time of the renewal.	
Liquidated damages	An amount equal to royalty fees and Brand Fund contributions for the lesser of (i) 2 years or (ii) the remaining	On demand	Payable if we terminate your franchise agreement because of your default, or if you terminate the franchise agreement without the right to do so. See Note 4.

Type of Fee	Amount	Due Date	Remarks
	weeks of the franchise term.		
Indemnity	Our costs and losses from any legal action related to the operation of your franchise	On demand	You must indemnify and defend (with counsel reasonably acceptable to us) us and our affiliates against all losses in any action by or against us related to, or alleged to arise out of, the operation of your franchise (unless caused by our misconduct or negligence).
Prevailing party's legal costs	Our attorney fees, court costs, and other expenses of a legal proceeding, if we are the prevailing party	On demand	In any legal proceeding (including arbitration), the losing party must pay the prevailing party's attorney fees, court costs and other expenses.
Supplier Review Fee	No fee for reviewing first three alternate suppliers you request; $125 per additional alternate supplier	Upon submission of additional alternate suppliers for our review	See Item 8 for more information on the alternate supplier review and approval process.
Annual Payment for Home Office & Training Facility	$500	Annually	Required payment by all franchisees for the benefit of providing training and training facilities for franchisees and their managers and/or staff

General Note: All fees are payable only to us (other than software subscription charges). All fees are imposed by us and collected by us (other than software subscription charges). All fees are non-refundable. All fees are uniform for all franchisees, although we reserve the right to change, waive, or eliminate fees for any one or more franchisees as we deem appropriate.

There are currently no marketing cooperatives, purchasing cooperatives, or other cooperatives that impose fees on you.

Notes

1. You must pay us a monthly Royalty Fee of ~~7.25~~8% of Gross Sales.

2. If our own outlets are members of a cooperative, they must contribute to the cooperative on the same basis as franchisees, and they will vote on the same basis as other

members. If our outlets have controlling voting power, there is no minimum or maximum on fees that could be imposed.

3. The Technology and Brand Marketing Fee covers essential tools and brand-building efforts to support franchise success. This includes one Enterprise Resource Planning (ERP) system account per territory for efficient operations, one Google Workspace account per territory for professional communication and collaboration, and a contribution toward brand marketing initiatives, such as digital advertising, social media campaigns, and other efforts to enhance brand awareness and drive customer engagement.

4. If you wish to terminate the Franchise Agreement and we consent, you will be required to pay liquidated damages as well as execute a Fundraising University Ambassador Agreement with us or our affiliates as part of your post termination obligations.

Item 7
ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT

A. Single Territory

Type of expenditure (see Note 1)	**Amount**			**Method of payment**	**When due**	**To whom payment is to be made**
Initial Franchise Fee	$60,000	-	$60,000	Check or wire transfer	Upon signing the franchise agreement	Us
Training Fee (see Note 2)	$15,000	-	$15,000	Check or wire transfer	Prior to training	Us
Insurance	$300	-	$1,500	Check	Upon ordering	Insurance company
Clinic Sponsorships (See Note 3)	$0	-	$500	Check	Upon agreement	Vendor / Clinic Sponsor
Technology & Brand Marketing Fee	$750	-	$750	Check or wire transfer	Upon creating account	Us
Access Discount Subscription	$100		$467	Wire Transfer	Upon Agreement	Us

Type of expenditure (see Note 1)	**Amount**			**Method of payment**	**When due**	**To whom payment is to be made**
Annual Meeting	$1,500	-	$1,500	Wire transfer	As incurred	Us
Travel, lodging and meals for initial training	$700	-	$2,500	Cash, debit, or credit	As incurred	Airlines, hotels, and restaurants
Accounting	$450	-	$810	Cash, debit, and/or credit	As incurred	Accountant
Additional funds – 3 Months (see Note 5)	$750	-	$1,000	Varies	Varies	Employees, suppliers
Total	$79,550	-	$84,027			

1. None of the expenditures in this table will be refundable. Neither we nor any affiliate finance any part of your initial investment.

2. This fee is for you (or if you are an entity, a person with ownership interest in the entity) and up to two one other people to attend training.

3. We require that you sponsor multiple sports clinics in conjunction with the launch of your franchise. This should build goodwill and brand recognition and help to establish your relationship with sports clinics where you will generate fundraising opportunities.

4. The Technology & Brand Marketing Fee covers essential tools and brand-building efforts to support franchise success. This includes one Enterprise Resource Planning (ERP) system account per territory for efficient operations, one Google Workspace account per territory for professional communication and collaboration, and a contribution toward brand marketing initiatives, such as digital advertising, social media campaigns, and other efforts to enhance brand awareness and drive customer engagement. If additional accounts are needed beyond the one allotted per territory, each ERP account will incur a fee of $325, and each Google Workspace account will incur a fee of $125. These costs may increase annually based on the necessary cost of the products, but we will not raise fees to generate additional profit for ourselves. Below is a chart outlining the Technology & Brand Marketing Fee based on the number of territories owned.

5. This includes any other required expenses you will incur before operations begin and during the initial period of operations, such as payroll, additional inventory, and other operating expenses in excess of income generated by the business. In formulating the amount required for additional funds, we relied on the following factors, basis, and experience: the

development of a Fundraising University business by our affiliate, and our general knowledge of the industry.

6. We reduce the Initial Franchise Fee by $5,000 for qualified U.S. military veterans. The discount applies only once per franchisee, regardless of the number of units purchased. See Item 5 for details.

B. Multiple Territories

Type of expenditure (see Note 1)	**Amount**	**Method of payment**	**When due**	**To whom payment is to be made**
Initial Franchise Fee	$~~110~~115,000 - $~~310~~425,000	Check or wire transfer	Upon signing the franchise agreement	Us
Initial Investment to Open Business (see Note 2)	$19,550 - $~~24~~25,027	See Chart A of this Item 7.		
Total (See Note 3)	$~~129~~134,550 - $~~334~~450,027			

Notes

1. None of the expenditures in this table will be refundable. Neither we nor any affiliate finance any part of your initial investment.

2. This figure represents the total estimated initial investment required to open the franchised business you agreed to open and operate under the franchise agreement. This range includes all of the items outlined in Chart 7.A. of this Item, except for the Initial Franchise Fee because that will be accounted for in the Initial Franchise Fee for multiple territories.

3. This is the total estimated initial investment to enter into a franchise agreement for the right to operate between two (2) and ten (10) territories, as well as the costs to open and commence operating your franchised business for the first three months (as described more fully in Chart A of this Item 7).

Item 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Generally

We have the right to require you to purchase or lease all goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related

to establishing or operating your business (1) either from us or our designee, or from suppliers approved by us, or (2) according to our specifications.

Specific Obligations

The following are our current specific obligations for purchases and leases:

A. Insurance.

You must obtain and maintain insurance as outlined in the Franchise Agreement, which includes: (i) Commercial General Liability insurance, including products liability coverage and broad form commercial liability coverage, written on an "occurrence" policy form with a minimum of $1,000,000 per occurrence and $2,000,000 aggregate limit; (ii) Business Automobile Liability insurance, including coverage for owned, leased, non-owned, and hired automobiles, with a minimum of $1,000,000 coverage; (iii) Workers' Compensation insurance, as required by state law; and (iv) Disability or Accident Insurance to provide income protection for the owner-operator in the event of an injury preventing them from working, in an amount sufficient to adequately cover all costs they will incur, including but not limited to Franchisor payments, business expenses, and other associated costs. All policies must add us and our affiliates as additional insureds. Additionally, you must obtain all required insurance through an approved vendor or carrier, and you are not permitted to select an alternative insurance provider without our prior written consent. This ensures that the coverage meets our standards and complies with the Franchise Agreement.

C. Other requirements.

You will purchase inventory, supplies and items specific to the franchised business model and fundraising market segment from our approved vendors and suppliers. This includes, but is not limited to the following:

Fundraising Products:
- Discount cards
- Discount tickets
- Cookie Dough
- Popcorn
- Trash bags
- Donation platform
- Coffee
- Beef Sticks

You must process your credit card payments through our proprietary software. This software allows you to accept payments quickly while passing along processing fees to customers.

Approved Suppliers and Designated Vendors

As of the date of this Disclosure Document, we, or our affiliates, are the Approved Suppliers for certain services, supplies, equipment, and inventory required for the establishment and operation of your Fundraising University franchise, as determined by us and outlined in the

Operations Manual. We reserve the right to require you to purchase or lease certain goods and services from designated vendors, including those using our Proprietary Marks, which may include us, our affiliates, or third parties we designate. To ensure uniformity and consistency across the System, you are required to purchase specific goods, services, supplies, and equipment, including technology, and software (e.g., ERP software and productivity tools), from us or from our Approved Suppliers, as specified in the Operations Manual or otherwise in writing. Approved Suppliers may include us, our affiliates, or designated third parties. We reserve the right to be the sole or one of several Approved Suppliers for any product or service. We and our affiliates have the right to earn a profit or otherwise derive revenue from goods and services provided to you, either directly or through our Approved Suppliers. You must purchase these items exclusively for the operation of your Fundraising University franchise and not for any competitive business purpose.

Future Changes

We reserve the right to modify Approved Supplier designations, establish additional relationships with new suppliers, or adjust the terms and prices of goods and services offered through the System, including negotiating rebates or other benefits for the franchise network.

Accounting & Bookkeeping Services

As part of our franchise system, franchisees are required to use designated service providers to ensure consistency and compliance across the system. To that end, franchisees must engage a designated accounting firm of our choosing for services including bookkeeping for the legal entity operating the franchised business, preparation of financial reports required by the franchisor, and submission of monthly and annual financial records in a format approved by the franchisor. The services provided by the designated accounting firm ensure uniform financial reporting, simplify operational processes, and assist in compliance with our franchise system's financial requirements. Franchisees will enter into a direct agreement with the designated accounting firm and are responsible for the costs of these services, which currently range from $150 to $270 per month but are subject to change. The franchisor does not receive any financial benefit, commission, rebate, or other consideration from this relationship.

Ownership of Suppliers

Outside of your optional purchase of cards and tickets from us directly, none of our officers owns any interest in any approved or designated supplier for any product, goods, or service that you are required to purchase for the operation of your Franchised Business, but they reserve the right to do so in the future.

Alternative Suppliers

If you want to use a supplier that is not on our list of approved suppliers, you must request our approval in writing. We will grant or revoke approvals of suppliers based on criteria appropriate to the situation, which may include evaluations of the supplier’s capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. Our criteria for approving suppliers are not available to you. We permit you to contract with alternative suppliers who meet our criteria only if you request our approval in writing, and

we grant approval. There is no fee for us to review or approve up to three alternate suppliers, but you must pay us $125 per alternate supplier, past the first three, that you request us to review. We will provide you with written notification of the approval or disapproval of any supplier you propose within 30 days after receipt of your request. We may grant approvals of new suppliers or revoke past approvals of suppliers on written notice to you, or by updating our Manual.

Issuing Specifications and Standards

We issue specifications and standards to you for applicable aspects of the franchise in our Manual and/or in written directives. We may issue new specifications and standards for any aspect of our brand system, or modify existing specifications and standards, at any time by revising our Manual and/or issuing new written directives (which may be communicated to you by any method we choose). We will generally (but are not obligated to) issue new or revised specifications only after thorough testing in our headquarters, in company-owned outlets, and/or a limited market test in multiple units.

Revenue to Us and Our Affiliates

We will derive revenue from the required purchases and leases by franchisees. During our previous fiscal year ended December 31, 2024, we did not receive any revenue from any required purchases or leases. None of our affiliates receive revenue from required purchases and leases by franchisees. The annual and monthly technology fees will be paid to our affiliate KRFM Consulting.

Proportion of Required Purchases and Leases

We estimate that the required purchases and leases to establish your business are 80% to 100% of your total purchases and leases to establish your business.

We estimate that the required purchases and leases of goods and services to operate your business are 80% to 100% of your total purchases and leases of goods and services to operate your business.

Payments by Designated Suppliers to Us

During our previous fiscal year ended December 31, 2024, we did not receive any payments from designated suppliers from franchisee purchases based on the above items and products.

Purchasing or Distribution Cooperatives

No purchasing or distribution cooperative currently exists.

Negotiated Arrangements

We do negotiate purchase arrangements with suppliers, including price terms, for the benefit of franchisees.

Benefits Provided to You for Purchases

We do provide material benefits to you based on your purchase of particular goods or services, or your use of particular suppliers through negotiated discounts on supplies and products.

Item 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in agreement	Disclosure document item
a. Site selection and acquisition/lease	FA: § 6.1, 6.2	Item 11
b. Pre-opening purchase/leases	FA: §§ 6.2, 6.3	Items 5, 7, 8 and 11
c. Site development and other pre-opening requirements	FA: Article 6	Items 5, 7, 8 and 11
d. Initial and ongoing training	FA: §§ 5.4, 6.4, 7.6	Items 5, 6, 8 and 11
e. Opening	FA: §§ 6.5, 6.6	Items 7, 8 and 11
f. Fees	FA: Article 4, §§ 5.5, 7.8, 10.5, 11.2, 11.3, 14.5, 15.2, 16.1, 17.6	Items 5, 6 and 7
g. Compliance with standards and policies/operating manual	FA: Article 7, §§ 6.3, 10.1, 10.4, 11.1	Items 8, 11 and 14
h. Trademarks and proprietary information	FA: Article 12, § 13.1	Items 13 and 14
i. Restrictions on products/services offered	FA: § 7.3	Items 8, 11 and 16
j. Warranty and customer service requirements	FA: §§ 7.3, 7.8, 7.9	Item 8
k. Territorial development and sales quotas	FA: Not applicable	Item 12
l. Ongoing product/service purchases	FA: Article 8	Items 6 and 8

Obligation	Section in agreement	Disclosure document item
m. Maintenance, appearance, and remodeling requirements	FA: §§ 7.12, 7.13	Items 6, 7 and 8
n. Insurance	FA: § 7.15	Items 6, 7 and 8
o. Advertising	FA: Article 9	Items 6, 7, 8 and 11
p. Indemnification	FA: Article 16	Items 6 and 8
q. Owner's participation/management/staffing	FA: § 2.4	Items 15
r. Records and reports	FA: Article 10	Item 11
s. Inspections and audits	FA: §§ 10.5, 11.2	Items 6 and 11
t. Transfer	FA: Article 15	Items 6 and 17
u. Renewal	FA: § 3.2	Item 17
v. Post-termination obligations	FA: Article 13, § 14.3	Item 17
w. Non-competition covenants	FA: § 13.2	Item 17
x. Dispute resolution	FA: Article 17	Items 6 and 17

Item 10
FINANCING

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

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

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

Our Pre-Opening Obligations

Before you open your business:

A. *Site Selection*. You are solely responsible for choosing the site of your franchised business. We do not choose your site or approve the area in which you select your site. Because we do not provide site approval, we do not consider any factors in selecting or approving your site and there is no requirement for us to provide approval within a certain time frame. (Franchise Agreement, Section 6.1)

B. *Hiring and training employees*. We will provide you with our suggested staffing levels, suggested guidelines for hiring employees, operational instructions in the Manual which you can use as part of training new employees, and our initial training program described below. All hiring decisions and conditions of employment are your sole responsibility. (Franchise Agreement, Sections 5.2, 5.3)

C. *Necessary equipment, signs, fixtures, opening inventory, and supplies.* We will provide you with a list of our specifications and approved suppliers for equipment, signs, fixtures, opening inventory, and supplies necessary to open your business. (Franchise Agreement, Section 5.4) We do not provide these items directly; we only provide the names of approved suppliers. We do not deliver or install these items.

D. *Operating Manual*. We will give you access to our Operating Manual (Franchise Agreement, Section 5.1).

E. *Initial Training Program.* We will conduct our initial training program. The current initial training program is described below. You must complete the initial training program within thirty (30) days after signing the Franchise Agreement. (Franchise Agreement, Section 5.4)

F. *Business plan review*. If you request, we will review your pre-opening business plan and financial projections. (Franchise Agreement, Section 5.4).

G. *Market introduction plan*. We will advise you regarding the planning and execution of your market introduction plan. (Franchise Agreement, Section 5.4).

H. *Pricing.* Subject to applicable law, we will recommend minimum and maximum prices for products and services offered by your Franchised business.

I. *On-site opening support.* Upon completion of your first week of Rookie Training, we will assign you to an existing franchisee for on location shadowing. Such existing franchisee will be designated by us, and you will be required to travel to that franchisee's location, at your expense, for on-site on-the-job shadowing. (Franchise Agreement, Section 5.4).

Length of Time to Open

The typical length of time between signing the franchise agreement and the opening of your business is 30 days. Factors that may affect the time period include your ability to obtain financing, obtain business permits and licenses, schedule initial training, and hire employees.

Our Post-Opening Obligations

After you open your business:

A. *Hiring and training employees*. We will provide you with our suggested staffing levels, suggested guidelines for hiring employees, and operational instructions in the Manual which you can use as part of training new employees. All hiring decisions and conditions of employment are your sole responsibility. (Franchise Agreement, Sections 5.2, 5.3)

B. *Improving and developing your business; resolving operating problems you encounter.* If you request, we will provide advice to you (by telephone or electronic communication) regarding improving and developing your business, and resolving operating problems you encounter, to the extent we deem reasonable and provided our personnel are available. If we provide in-person support in response to your request, we may charge a fee (currently $600 per day) plus any out-of-pocket expenses (such as travel, lodging, and meals for our employees providing onsite support). (Franchise Agreement, Section 5.5).

C. *Establishing prices*. Upon your request, we will provide recommended prices for products and services. (Franchise Agreement, Section 5.5). We have the right to determine prices charged by our franchisees for goods and services (but only to the extent permitted by applicable law).

D. *Establishing and using administrative, bookkeeping, accounting, and inventory control procedures.* We will provide you with our recommended procedures for administration, bookkeeping, accounting, and inventory control. (Franchise Agreement, Section 5.5). We may make any such procedures part of required (and not merely recommended) procedures for our system. You must use our chart of accounts and platform for submitting your financial reports to us. You must also submit your full financial statements to us monthly.

E. *Brand Fund*. We will administer the Brand Fund. (Franchise Agreement, Section 9.3).

F. *Website*. We will maintain a website for the Fundraising University brand, which will include your business information and telephone number. (Franchise Agreement, Section 5.5)

Advertising

Our obligation. We will use the Brand Fund only for brand building, search engine optimization, social media advertising, email campaigns, marketing and related purposes and costs. Media coverage is primarily local. We use outside vendors and consultants to produce advertising. We are not required to spend any amount of advertising in the area or territory where any particular franchisee is located. We will maintain the brand website (which will be paid for by the Brand Fund). We have no other obligation to conduct advertising.

Your own advertising material. You may use your own advertising or marketing material only with our approval. To obtain our approval, you must submit any proposed advertising or marketing material at least 14 days prior to use. If we do not respond, the material is deemed rejected. If you develop any advertising or marketing materials, we may use those materials for any purpose, without any payment to you.

Advertising council. We do not have an advertising council composed of franchisees. The franchise agreement does not give us the power to form an advertising council.

Local or Regional Advertising Cooperatives. We do not currently have any local or regional advertising cooperatives. We have the right to require you to participate in a local or regional advertising cooperative. We will define the area of the cooperative based on media markets, or other geographic criteria that we deem appropriate. Each franchisee in the area would have one vote per outlet (unless the franchisee is in default under its franchise agreement). The amount you must contribute to the cooperative will be determined by vote of the members, but not less than 1% of gross sales. If our own outlets are members of a cooperative, they must contribute to the cooperative on the same basis as franchisees, and they will vote on the same basis as other members. If our outlets have controlling voting power, there is no maximum on fees that could be imposed. We administer the cooperative, but we have the right to delegate responsibility for administration to an outside company such as an advertising agency or accounting firm, or to the franchisee members of the cooperative. We have the right to require the cooperative to operate from written bylaws or other governing documents that we determine. The documents are not currently available for you to review. Cooperatives will prepare annual financial statements which will be made available for review only by us and by the members of the cooperative. We have the power to require cooperatives to be formed, changed, dissolved, or merged.

Brand Fund. During the fiscal year ending December 31, 2024, the Brand Fund had expenditures as follows: 24% Marketing, 13% Brand Development, and 12% Website Maintenance and Outreach. The remainder of the Brand Fund was not spent.

As of December 31, 2024, we are not collecting Brand Fund Contributions. If re-established, the Brand Fund Contribution will be calculated based on the then-current rate, which will not exceed 3% of monthly Gross Revenues Collected. However, the combined total of the Brand Fund Contribution and the Royalty shall not exceed the Royalty rate in effect immediately prior to the re-establishment of the Brand Fund.

Computer Systems

We require you to purchase computer systems and software from vendors approved by us.

In addition to the primary operating System, you must have a basic computer/laptop to use exclusively in connection with your Computer System that must have: (i) the ability to access high-speed Internet (wirelessly) twenty four (24) hours a day; (ii) Windows XP, Vista or newer Windows operating system software installed, along with a Microsoft Office software suite containing Word and Excel; (iii) the ability to run the accounting/bookkeeping software we designate, QuickBooks; (iv) an active license to Google Suites which would be supplied by our affiliate KRFM Consulting; and (v) an active license to use our proprietary software program in order to have access to the credit card processing. The principal functions of the Computer System will be for bookkeeping, creating invoices, preparing materials, and for other general use in connection with the Franchised Business. We do not currently have any minimum requirements regarding the RAM storage that your computer/laptop must have, so long as the hardware you are using can perform the tasks outlined in this Item and the Manuals. You will also need a basic printer to use in connection with your computer/laptop. The computer/laptop you use in connection with the Franchised Business may not be used for any other business purpose. We may modify our

System standards and specifications for our Computer System and may otherwise require you to use any Required Software we designate.

The system provides management tools and operating systems needed to manage the day-to-day business. These systems will generate or store data such as customer contact data, financial data, insurance data and customer contact data.

We estimate that these systems will cost $500 to $1,500 to purchase.

We are not obligated to provide any ongoing maintenance, repairs, upgrades, or updates. We do not require you to enter into any such contract with a third party.

You must upgrade or update any system when we determine. There is no contractual limit on the frequency or cost of this obligation.

We estimate that the annual cost of any optional or required maintenance, updating, upgrading, or support contracts will be $250 - $350 per month depending on the level of support you require from the vendors.

You must give us independent access to the information that will be generated or stored in these systems. The information that we may access will include sales, customer data, and reports. There is no contractual limitation on our right to access the information.

Operating Manual

See Exhibit E for the table of contents of our Operating Manual as of the date of this disclosure document, with the number of pages devoted to each subject. Our Operating Manual has a total of 234 pages.

Training Program

You (if the franchisee is an individual) or your Principal Executive (if the franchisee is a business entity) and your manager must complete our initial training program, to our satisfaction, prior to opening your Franchised Business. You will be required to attend initial training within forty-five (45) days of executing your Franchise Agreement. The initial training program will take place over approximately 30 days. Our training program consists of the following:

TRAINING PROGRAM

Training Phase	Subject	Hours of Classroom Training (In Person or Virtual)	Hours of Virtual Training, Learning Management System	Location
Pre-Training	Introduction to: 1. General Business Overview	10 hr - Week 1	5 hr	Our Location or another Fundraising University Location

	2. Training Rules of Engagement 3. Productivity and Reference Tools 4. Goal Setting Tool 5. Technology Tools 6. Selling System 7. Fundraising System			we designate; or virtually
Rookie Training	Rookie Training: 1. Fundraising University Selling System 2. Weekly Planning 3. Technology Tools 4. Sales Projections 5. Financial Projections 6. Customer Relationship Management System 7. Vendor Management 8. Fundraising Agreements 9. Invoicing System 10. Fundraising Products 11. Fundraising System 12. Fundraiser Portfolio 13. Accounting Practices 14. Business Analysis Tools/Reviews	20 hrs - Week 2 30 hrs - Week 3 (Intensive Training Week) 5 hr/wk - Weeks 4-12	3 hr 5 hr 9 hr (1/wk)	Our Location or another Fundraising University Location we designate; or virtually
	TOTALS:	105 hr	22 hr	

Training classes will be scheduled in accordance with the needs of new franchisees. We anticipate holding training classes once per month; however, additional training schedules will be organized based on franchisee demand. In order to start your operations as a Franchised Fundraising University, you are required to complete the Pre-Training course and Week 1 of Rookie training. All other training must be completed to our satisfaction to continue operations of your Franchised business. You are required to attend the first available training session following your execution of the Franchise Agreement.

We reserve the right to vary the length and content of the initial training program based on the experience and skill level of any individual attending the initial training program.

The instructional materials consist of the Operating manuals, certified selling program and our proprietary ERP system.

Training classes will be led by Michael Effinger, 24 years of experience in the industry, 4 years with us or affiliates, and Mike Bahun, 22 years of experience in the industry, 14 years with us or affiliates.

The fee for initial training is $15,000 for you (or if you are an entity, a person with ownership interest in the entity) and up to two other people to attend training. You must pay the travel and expenses of people attending training.

You must attend training. You may send any additional people to train that you want (up to the maximum described above). You must complete training to our satisfaction before entering schools.

We may conduct mandatory or optional additional training programs, including ongoing first-year operations training, an annual conference or national business meeting. If we require it, you must attend mandatory training programs and an annual conference or national business meeting each year at a location we designate. We currently hold our annual conference twice per year, once in January and once in June. You must attend both the January conference and the July conference.

Failure to attend any mandatory training, including an annual conference or business meeting, is a default under the Franchise Agreement. If you are in default for failure to attend mandatory training or an annual conference and cannot provide an excusable reason for the absence, we will issue a written warning. If you fail to attend three consecutive required trainings and/or conferences, we reserve the right to terminate the Franchise Agreement. We reserve the right to impose a reasonable fee for tuition and/or attendance for all additional training programs, including the annual business meeting or conference. Currently, the annual conference fee is $1,500 for your Principal Executive, and $300 per person for any additional personnel that attends the annual conference. You must also pay your transportation, lodging, meals, and other expenses to attend any mandatory training program.

Item 12
TERRITORY

Your Location

We anticipate that you will manage your franchise from your home, which must be located in your territory unless otherwise approved by us.

Grant of Territory

Your franchise agreement will specify a contiguous territory, which will include approximately ~~50~~110,000 ~~high~~ school-aged students, which is determined by ~~high~~ school enrollment at the time of the Franchise Agreement. For additional territories, you will pay us a fee as described in Item 5, Item 7, and Section 4 of the Franchise Agreement. We will conduct territory analysis and then define your territory by zip codes, county lines, state lines or other borders. We will use United States Census Bureau data to determine the population of your territory.

School District Changes and Territory Adjustments

Your exclusive territory is determined based on the geographic boundaries and school enrollment data available at the time of signing your Franchise Agreement. If school district boundaries change during the term of your Franchise Agreement, such as through the addition, removal, realignment, consolidation, or division of schools or districts, the following terms apply: (1) *Added Schools*: If new schools are established within the geographic boundaries of your existing territory, you will not be charged an additional fee for these schools; (2) *Removed Schools*: If schools within your territory are removed due to boundary changes, consolidation, or closure, they will automatically be excluded from your territory without any adjustment to your franchise fees; and (3) *Boundary Adjustments*: We will not modify your territory to reflect changes to school district boundaries, and your territory remains defined as stated in the Franchise Agreement.

Relocation; Establishment of Additional Outlets

You may relocate your business headquarters anywhere in your territory.

You do not have the right to establish additional franchised outlets or expand into additional territory. If you desire to do so, you must (1) meet our then-current criteria for new franchisees, (2) be in compliance with your franchise agreement at all times since opening your business, (3) have demonstrated your capability to operate a multi-territory franchise successfully, and (4) obtain our agreement.

Options to Acquire Additional Franchises

You do not receive any options, rights of first refusal, or similar rights to acquire additional franchises.

Exclusivity

You will receive an exclusive territory, which means that we will not, nor will we permit anyone else to, operate a Fundraising University outlet within your Territory, provided that you are not in default of your Franchise Agreement, and you continuously meet the Minimum Performance Standards described below. If you are in default of your Franchise Agreement or are not able to meet the customer demand within your territory, we may alter or work in your territory. If you fail to meet the Minimum Performance Standard, we reserve the right to terminate the Franchise Agreement.

Our Minimum Performance Standards are not based on a certain amount of sales per quarter but rather on participation is various training and coaching exercises. We require all of our franchisees to attend our annual conference each year in a location we designate twice a year. The conferences take place in January and June. You must attend both conferences. You are also required to attend weekly training calls, which are typically held on Friday.

In addition to attendance to our mandatory annual conference and weekly training calls, you are also expected to follow our standard operating procedure such as recording all business transactions through company mandated technology, which includes Fundraiser Agreements, Merchant agreements as well as Coach/Team contracts. You are also required to place you finalized invoices in our systems as well for review.

We recommend that all Franchisees adhere to the sales process of 20/16/14 which we go over in detail during our Initial Training Program. We recommend you visit 20 schools per week, 16 sales presentations with decision makers, and as a result you should sign 4 agreements. This ensures that not only they are meeting our minimum performance standards by attending conferences and phone calls, but it helps them optimize their time ensure they are best serving our customers. There are no consequences for not following the 20/16/4 sales process but it can impede the Franchisee from growing their business.

Restrictions on Us from Soliciting or Accepting Orders in Your Territory

We reserve all rights to offer and sell in the Territory (i) if you are in default of the Franchise Agreement, or (ii) if you are incapable of meeting customer demand in your territory. Additionally, we reserve the right to use alternative channels of distribution, including the following but not limited to internet/online, catalog sales, telemarketing, or other direct marketing sales, to make sales within your territory (i) using our principal trademarks, but only for sales of products or services different from the ones you will offer, and/or (ii) using trademarks different from the ones you will use. We also have the right to merge with, acquire, or be acquired by, an existing competitive or non-competitive franchise network, chain or other business; however, we will not convert any acquired business in your Territory to a franchise using our primary trademarks during the Term of your Franchise Agreement. We further reserve all rights to sell our products and services through alternative distribution channels, which are described below. If we accept orders inside the franchisee's territory, we will pay five percent (5%) of the Gross Sales to the franchisee.

In the event Coaching Matters, LLC were to secure a national fundraising deal that would apply to us, our affiliates and our franchisees, and you, as a franchisee elect to participate, we would then require you to pay a five percent (5%) commission to us as a participation fee.

Soliciting by You Outside Your Territory

You cannot solicit or market to potential customers outside of your territory, including through the use of other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, except for solicitations or marketing which are primarily targeted inside the territory, and which incidentally reach potential customers outside of the territory. You cannot serve customers or schools outside of your territory without our prior written permission and purchase of the additional territory. We may withdraw permission at any time.

Competition by Us Under Different Trademarks

Neither we nor any of our affiliates operates, franchises, or has plans to operate or franchise a business under a different trademark selling goods or services similar to those you will offer. However, we reserve the right to do so.

Minimum Operations Requirement

Franchisee acknowledges that maintaining a certain level of gross sales per territory is critical to the success of the franchise system. The Franchisee must achieve a minimum of One Hundred Fifty Thousand Dollars ($150,000) in Gross Sales within the first six (6) months of operation. If this requirement is not met, the Franchisee will enter a probationary period of six (6) months, during which they must achieve a total of Three Hundred Thousand Dollars ($300,000) in Gross Sales per territory, by the end of their first twelve (12) months of operation. Failure to meet this twelve-month requirement may result in termination of the Franchise Agreement at the sole discretion of the Franchisor.

Regardless of whether the initial six-month requirement is met, the Franchisee must achieve a minimum of Three Hundred Thousand Dollars ($300,000) in Gross Sales by the end of the first twelve (12) months of operation. Failure to achieve this requirement may result in termination of the Franchise Agreement at the sole discretion of the Franchisor.

If the Franchisee surpasses Three Hundred Thousand Dollars ($300,000) in Gross Sales by the end of the first twelve (12) months, they must then achieve a minimum of Five Hundred Thousand Dollars ($500,000) in Gross Sales by the end of month eighteen (18). Thereafter, the Franchisee must maintain Gross Sales at or above Five Hundred Thousand Dollars ($500,000) on a rolling twelve (12) month basis for the remainder of the term. Failure to achieve or maintain this level may result in termination of the Franchise Agreement at the sole discretion of the Franchisor.

Item 13
TRADEMARKS

Principal Trademark

The following are the principal trademarks that we license to you. These trademarks are owned by us. Both trademarks are registered on the Principal Register of the United States Patent and Trademark Office.

Trademark	Registration Date	Registration Number
Fundraising University	7/30/2019	5819152
	6/22/2021	6392909

Because no federal registration is at least five years old, no Section 8 or 15 affidavits have been filed and the trademarks above are not incontestable. The trademarks have not yet been renewed.

Determinations

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator or court. There are no pending infringement, opposition, or cancellation proceedings.

Litigation

There is no pending material federal or state court litigation regarding our use or ownership rights in a trademark.

Agreements

There are no currently effective agreements that significantly limit our rights to use or license the use of trademarks listed above in a manner material to the franchise.

Protection of Rights

We protect your right to use the principal trademarks listed in this Item, and we protect you against claims of infringement or unfair competition arising out of your use of the trademarks, to the extent described in this section.

The franchise agreement obligates you to notify us of the use of, or claims of rights to, a trademark identical to or confusingly similar to a trademark licensed to you. The franchise agreement does not require us to take affirmative action when notified of these uses or claims. We have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you.

If you use our trademarks in accordance with the franchise agreement, then (i) we will defend you (at our expense) against any legal action by a third-party alleging infringement by your use of the trademark, and (ii) we will indemnify you for expenses and damages if the legal action is resolved unfavorably to you.

Under the franchise agreement, we may require you to modify or discontinue using a trademark, at your expense. Your rights under your franchise agreement will not be affected.

Superior Prior Rights and Infringing Uses

We do not know of either superior prior rights or infringing uses that could materially affect your use of the principal trademarks or any other trademark.

Item 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents

We do not own rights in, or licenses to, patents that are material to the franchise. We do not have any pending patent applications.

Copyrights

All of our original works of authorship fixed in a tangible medium of expression are automatically protected under the U.S. Copyright Act, whether or not we have obtained registrations. This includes our Operating Manual as well as all other sales, training, management, and other materials that we have created or will create. You may use these copyrighted materials during the term of the franchise, in a manner consistent with our ownership rights, solely for your franchised business.

We do not have any registered copyrights. There are no pending copyright applications for our copyrighted materials. There are no currently effective determinations of the U.S. Copyright Office (Library of Congress) or any court regarding any copyright.

There are no agreements currently in effect that limit our right to use or license the use of our copyrighted materials.

We have no obligation to protect any of our copyrights or to defend you against claims arising from your use of copyrighted items. The franchise agreement does not require us to take affirmative action when notified of copyright infringement. We control any copyright litigation. We are not required to participate in the defense of a franchisee or indemnify a franchisee for expenses or damages in a proceeding involving a copyright licensed to the franchisee. We may require you to modify or discontinue using the subject matter covered by any of our copyrights.

We do not know of any copyright infringement that could materially affect you.

Proprietary Information

We have a proprietary, confidential Operating Manual and related materials that include guidelines, standards and policies for the development and operation of your business. We also claim proprietary rights in other confidential information or trade secrets that include all methods for developing and operating the business, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information, and know-how.

You (and your owners, if the franchise is owned by an entity) must protect the confidentiality of our Operating Manual and other proprietary information, and you must use our confidential information only for your franchised business. We may require your managers and key employees to sign confidentiality agreements.

Item 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Your Participation

While we recommend that you, as the Principal Executive of your franchise business, directly run the day-to-day operations of your franchise business, if the franchise business is owned by an entity, you may, upon written request, hire a general manager approved by us to run the day-to-day operations.

You, as the Principal Executive, are primarily responsible for your business and have decision-making authority on behalf of the business. You and your general manager must complete our initial training program. You and your general manager must complete any post-opening training programs that we develop in the future and must make reasonable efforts to attend all in-person meetings and remote meetings (such as telephone conference calls), including regional or national brand conferences, that we require. Neither you nor your general manager can fail to attend more than three consecutive required meetings. Failure to do so may result in a default of your franchise business. Due to the nature of our business, many activities are conducted in schools with children and as such, you are required, during the initial term of the franchise, and during any successor term, to obtain background checks for you, your Principal Executive(s), general managers or any employee who will be present in schools throughout your territory. You consent to obtaining credit reports, lien searches or other background searches as required for all employees of your franchised business. You must provide us with a copy of each report prior to you, your Principal Executive(s) or any of your employees entering a school on behalf of your Franchised Business

Your general manager, if you designate one, is not required to own any equity in your franchisee entity.

You may also hire one or more sales representatives approved by us. The sales representative must complete training, whether initial or additional training after you open to our satisfaction. The sales representative is not required to own any equity in your franchise entity.

If your business is owned by an entity, all owners of the entity must sign our Guaranty and Non-Compete Agreement (see Attachment 2 to Exhibit B).

"On-Premises" Supervision

When your business performs services for a customer, you are not required to personally conduct "on-premises" supervision of your business. However, we recommend on-premises supervision by you.

There is no limit on who you can hire as an on-premises supervisor. The general manager of your business (whether that is you or a hired person) must successfully complete our training program.

If the franchise business is owned by an entity, we do not require that the general manager own any equity in the entity.

Restrictions on Your Manager

If we request, you must have your general manager sign a confidentiality and non-compete agreement. We do not require you place any other restrictions on your manager.

Item 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale only goods and services that we have approved.

You must offer for sale all goods and services that we require. We have the right to change the types of authorized goods or services, and there are no limits on our right to make changes.

We do not restrict your access to customers, except that all sales must be made to customers in your territory.

Item 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term	Franchise Agreement (FA): § 3.1	10 years from the date of franchise agreement.
b. Renewal or extension of the term	FA: § 3.2	You may obtain a successor franchise agreement for unlimited additional 5-year terms.
c. Requirements for franchisee to renew or extend	FA: § 3.2	For our franchise system, "renewal" means that at the end of your term, you sign our successor franchise agreement for an additional 5-year term. You may be asked to sign a contract with materially different terms and conditions than your original contract. To renew, you must give advance notice to us; be in compliance with all contractual obligations to us and third parties and have no more than three (3) events of default during current term; provide written notice to us at least six months before the end of the term; renovate to our then-current standards; sign then-current form of franchise agreement and related documents (including personal guaranty); sign general release (unless prohibited by applicable law); and pay us a a renewal fee consisting of 25% of the then-current Franchise Fee as stated in the Franchise Disclosure Document (FDD) per exclusive territory that is being renewed..

Provision	Section in franchise or other agreement	Summary
d. Termination by franchisee	FA: § 14.1	You may seek termination upon any grounds available by state law. If you wish to terminate the Franchise Agreement, you must notify us of your intention to do so not less than 180 days prior to the termination date you specify. You and we will determine a corrective action plan to take place during such a 180-day period. If, after the 180 day period, you still wish to terminate the franchise agreement and we consent, you will be required to (i) execute a general release, releasing any claims against us and our affiliates, principals, members and officers; (ii) pay to us a termination fee based on the number of territories you own; (iii) assign all contracted sales to us within 72 hours; and (iv) execute a Fundraising University Ambassador Agreement with us or our affiliates.
e. Termination by franchisor without cause	Not Applicable	
f. Termination by franchisor with cause	FA: § 14.2	We may terminate your agreement for cause, subject to any applicable notice and cure opportunity.
g. "Cause" defined--curable defaults	FA: § 14.2	Non-payment by you (10 days to cure); violate franchise agreement other than non-curable default (30 days to cure).
h. "Cause" defined--non-curable defaults	FA: § 14.2	Misrepresentation when applying to be a franchisee; knowingly submitting false information; bankruptcy; lose possession of your location; violation of law; violation of confidentiality; violation of non-compete; violation of transfer restrictions; slander or libel of us; refusal to cooperate with our business inspection; cease operations for more than 5 consecutive days; three defaults in 12 months; cross-termination; charge or conviction of a felony, or accusation of an act that is reasonably likely to materially and

Provision	Section in franchise or other agreement	Summary
		unfavorably affect our brand; any other breach of franchise agreement which by its nature cannot be cured.
i. Franchisee's obligations on termination/non-renewal	FA: §§ 14.3 – 14.6	Pay all amounts due; return Manual and proprietary items; notify phone, internet, and other providers and transfer service; cease doing business; remove identification; pay liquidated damages; purchase option by us.
j. Assignment of agreement by franchisor	FA: § 15.1	Unlimited
k. "Transfer" by franchisee - defined	FA: Article 1	For you (or any owner of your business) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the business, (ii) the franchise agreement, (iii) direct or indirect ownership interest of more than 25% of the business, or (iv) control of the business.
l. Franchisor's approval of transfer by franchisee	FA: § 15.2	No transfers without our approval.
m. Conditions for franchisor's approval of transfer	FA: § 15.2	Pay transfer fee; buyer meets our standards; buyer is not a competitor of ours; buyer and its owners sign our then-current franchise agreement and related documents (including personal guaranty); you've made all payments to us and are in compliance with all contractual requirements; buyer completes training program; you sign a general release; business complies with then-current system specifications (including remodel, if applicable).
n. Franchisor's right of first refusal to acquire franchisee's business	FA: § 15.5	If you want to transfer your business (other than to your spouse, sibling, or child), we have a right of first refusal.

Provision	Section in franchise or other agreement	Summary
o. Franchisor's option to purchase franchisee's business	FA: § 14.6	When your agreement expires or is terminated, the franchisor will have the right (but not the obligation) to purchase any or all of the assets related to your franchised business. The franchisor must notify you of this intent no later than 30 days after your agreement expires or is terminated.
p. Death or disability of franchisee	FA: §§ 2.4, 15.4	If you die or become incapacitated, a new principal operator acceptable to us must be designated to operate the business, and your executor must transfer the business to a third party within nine months.
q. Non-competition covenants during the term of the franchise	FA: § 13.2	Neither you, any owner of the business, or any spouse of an owner may have ownership interest in, or be engaged or employed by, any competitor.
r. Non-competition covenants after the franchise is terminated or expires	FA: § 13.2	For two years, no ownership or employment by a competitor located within five miles of your former territory or the territory of any other Fundraising University business operating on the date of termination.
s. Modification of the agreement	FA: § 18.4	No modification or amendment of the agreement will be effective unless it is in writing and signed by both parties. This provision does not limit our right to modify the Manual or system specifications.
t. Integration/merger clause	FA: § 18.3	Only the terms of the agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable. However, no claim made in any franchise agreement is intended to disclaim the express representations made in this Disclosure Document.

Provision	Section in franchise or other agreement	Summary
u. Dispute resolution by arbitration or mediation	FA: § 17.1	All disputes are resolved by arbitration (except for injunctive relief) (subject to applicable state law).
v. Choice of forum	FA: §§ 17.1; 17.5	Arbitration will take place where our headquarters is located (currently, Gilbert, Arizona) (subject to applicable state law). Any legal proceedings not subject to arbitration will take place in the District Court of the United States, in the district where our headquarters is then located, or if this court lacks jurisdiction, the state courts of the state and county where our headquarters is then located (subject to applicable state law).
w. Choice of law	FA: § 18.8	Arizona (subject to applicable state law).

Item 18
PUBLIC FIGURES

We do not use any public figure to promote our franchise.

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.

The following tables show the performance of our outlets that have been in operation for a full year as of December 31, 2024 and provided us with financial information for this Financial Performance Representation. Of these outlets, 0 were affiliate-owned and 29 were franchisee-owned. Excluded from this Financial Performance Representation are ~~10~~22 franchisee-owned outlets that were open for less than 1 year.

Single Territory Owner

# of ~~nchisees~~Franchisee in Tier	# of Territories in Tier	Average Fundraisers Operated per Tier	Average Fundraiser Sale per Tier	Highest Average Fundraiser Sales in Tier	Lowest Average Fundraiser Sales in Tier	Aggregate Gross Sales per Tier	Average Gross Sales per Tier	Highest Gross Sales in Tier	Lowest ~~Gross~~ Sales in Tier
~~6~~4	~~1~~2~~4~~	~~14~~7150	$9,~~782~~269	$12,~~943.87~~268	$6,761.~~60~~	$~~8,159,691~~5,216,477	$1,~~359,948~~304,117	$1,636,308	$1,~~149,564~~117,842
~~6~~4	~~8~~4	~~11~~0109	$~~8,570~~7,956	$~~11,126.82~~8,877	$6,770.~~45~~	$~~5,577,761~~3,436,251	$~~929,626~~859,063	$~~1,117,842~~979,840	$~~774~~744,749
~~7~~5	~~9~~5	40	$~~9,217~~8,946	$11,973.~~29~~	$6,517.~~57~~	$~~2,669,028~~1,877,226	$~~381,289~~375,445	$634,584	$149,904

Multi Territory Owner

Tier	# of Franchisee in Tier	# of Territories in Tier	Average Fundraisers Operated per Tier	Average Fundraiser Sale per Tier	Highest Average Fundraiser Sales in Tier	Lowest Average Fundraiser Sales in Tier	Aggregate Gross Sales per Tier	Average Gross Sales per Tier	Highest Gross Sales in Tier	Lowest Sales in Tier	Median Gross Sales in Tier
Upper Third Producers	2	6	159	$8,569	$9,177	$7,961	$2,729,448	$1,364,724	$1,551,007	$1,178,371	$1,364,724
Middle Third Producers	2	6	93	$12,035	$12,943	$11,126	$2,227,448	$1,113,724	$1,203,780	$1,023,667	$1,113,724
Lower Third Producers	2	4	40	$9,897	$10,215	$9,579	$791,801	$395,900	$408,633	$383,167	$395,900

1. “Gross Sales” includes all consideration, whether by cash, credit, in kind or otherwise, that was derived directly or indirectly from the operation of the represented Fundraising University business. The revenue representations in this Item do not reflect the cost of sales, operating expenses, or other expenses that must be deducted from Gross Sales figures to obtain net income or profit. For the table in this Item 19, “Upper third performers,” “Middle third performers” and “Lower third performers” is determined by Gross Sales only.

2. “Average Fundraisers Operated per Tier” represents the average number of fundraising events conducted by franchisees within each performance tier over the course of a year. This metric provides insight into the level of activity and engagement within each group.

3. “Average Fundraiser Sale per Tier” reflects the average revenue generated per fundraising event. This helps illustrate the potential earnings per fundraiser and the effectiveness of individual sales efforts.

4. **Some outlets have sold this amount. Your individual results may differ. There is no assurance you will sell as much.**

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

Cost of Goods Sold

In addition to Gross Sales information, we collected data on Cost of Goods Sold ("COGS") for the 2024 calendar year. COGS includes the school split, shipping of fundraiser goods, and fundraiser product costs. These figures reflect historical averages across all franchisee-reported fundraisers in 2024.

Product Category	Average COGS (%)
$30 Products and Donation-Based Fundraisers	70.91%
Products Priced Under $30	72.20%

These figures are presented separately because beginning in 2026, only $30 products will be offered in our system. Accordingly, future franchisees should expect their product mix to be based entirely on $30 products.

These figures are based on historical results from the system for 2024. They represent averages only and do not reflect other expenses (such as marketing, royalties, labor, or general operating costs). Your actual results may differ significantly. We do not guarantee that you will achieve similar results.

Other than the preceding financial performance representation, Coaching Matters, LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Michael Charles Bahun, 1525 South Higley Road, Suite 104 PMB 1221, Gilbert Arizona 85296, and 402-680-5029, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20
OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary
For years 2022 to 2024

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2022	34	50	+16
	2023	50	59	+9

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
	2024	59	51	-8
Company-Owned	2022	12	3	-9
	2023	3	8	+5
	2024	8	7	-1
Total Outlets	2022	46	53	+7
	2023	53	67	+14
	2024	67	58	-9

Table 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2022 to 2024

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Kentucky	2022	0
	2023	1
	2024	0
Iowa	2022	1
	2023	0
	2024	0
Florida	2022	0
	2023	0
	2024	1
California	2022	0

Column 1 State	Column 2 Year	Column 3 Number of Transfers
	2023	0
	2024	2
Utah	2022	0
	2023	0
	2024	3
Nevada	2022	0
	2023	0
	2024	1
Total	2022	1
	2023	1
	2024	7

Table 3
Status of Franchised Outlets
For years 2022 to 2024

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Termination	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations – Other Reasons	Column 9 Outlets at End of the Year
Arizona	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	1	1	0
	2024	0	0	0	0	0	0	0
California	2022	1	4	0	0	0	0	5
	2023	5	0	0	0	1	0	4
	2024	4	0	0	0	2	0	2
Colorado	2022	0	2	0	0	0	0	2

	2023	2	1	0	0	0	0	3
	2024	3	1	0	0	0	0	4
Florida	2022	2	4	0	0	0	0	6
	2023	6	0	0	0	1	0	5
	2024	5	0	0	0	3	0	2
Georgia	2022	1	0	1	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Idaho	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Illinois	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
Indiana	2022	3	0	0	0	0	0	3
	2023	3	3	0	0	0	0	6
	2024	6	0	0	0	0	0	6
Iowa	2022	1	0	0	0	0	0	1
	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Kansas	2022	1	1	0	0	0	0	2
	2023	2	1	0	0	0	0	3
	2024	3	0	0	0	0	0	3
Kentucky	2022	1	0	0	0	0	0	1
	2023	1	2	0	0	1	0	2
	2024	2	0	0	0	0	0	2
Louisiana	2022	0	0	0	0	0	0	0
	2023	0	3	0	0	0	0	3
	2024	3	0	0	0	0	0	3
Maryland	2022	0	0	0	0	0	0	0

	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	1	0	0
Massachusetts	2022	1	0	1	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Michigan	2022	1	0	0	0	0	0	1
	2023	1	3	0	1	0	0	3
	2024	3	1	0	0	0	3	1
Minnesota	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Missouri	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	1	0	2
	2024	2	0	0	0	0	0	2
Nebraska	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
Nevada	2022	0	3	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	2	0	1
New Jersey	2022	1	0	1	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
North Carolina	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
New York	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
North Dakota	2022	1	0	1	0	0	0	0
	2023	0	0	0	0	0	0	0

	2024	0	0	0	0	0	0	0
Ohio	2022	3	1	0	0	0	0	4
	2023	4	0	0	0	0	0	4
	2024	4	1	0	0	0	0	5
Tennessee	2022	1	1	1	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Texas	2022	2	0	0	0	0	0	2
	2023	2	1	0	0	0	0	3
	2024	3	1	0	0	3	0	1
Utah	2022	0	4	0	0	0	0	4
	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	1	0	3
Wisconsin	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	1	0	0
	2024	0	0	0	0	0	0	0
Wyoming	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	1	0	0
Totals	2022	34	21	5	0	0	0	50
	2023	50	17	0	1	6	1	59
	2024	59	5	0	0	13	0	51

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

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired From Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
Alabama	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1

Arkansas	2022	0	0	0	0	0	0
	2023	0	0	1	0	0	1
	2024	1	0	0	1	0	0
California	2022	1	0	0	0	0	1
	2023	1	0	1	1	0	1
	2024	1	0	2	3	0	0
Colorado	2022	6	0	0	4	0	2
	2023	2	0	0	0	1	1
	2024	1	0	0	0	1	0
Georgia	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1
Florida	2022	1	0	0	1	0	0
	2023	0	0	1	0	0	1
	2024	1	0	3	4	0	0
Idaho	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1
Indiana	2022	1	0	0	1	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
Kansas	2022	1	0	0	1	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
Kentucky	2022	0	0	0	0	0	0
	2023	0	0	1	0	0	1
	2024	1	0	0	1	0	0
Maryland	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	1	1	0	0
Minnesota	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1
Michigan	2022	0	0	0	0	0	0

	2023	0	1	0	0	0	1
	2024	1	0	0	0	1	0
Missouri	2022	2	0	0	2	0	0
	2023	0	0	1	0	0	1
	2024	1	0	0	0	1	0
Nevada	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	2	2	0	0
Tennessee	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1
Texas	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	2	3	3	0	2
Utah	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	1	1	0	0
Wisconsin	2022	0	0	0	0	0	0
	2023	0	0	1	0	0	1
	2024	1	0	0	0	1	0
Wyoming	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	1	1	0	0
Total	2022	12	0	0	9	0	3
	2023	3	1	6	1	1	8
	2024	8	7	13	17	4	7

Table 5
Projected Openings as of December 31, 2024

Column 1 State	Column 2 Franchise Agreements	Column 3 Projected New Franchised	Column 4 Projected New Company-

	Signed But Outlet Not Opened	Outlets In The Next Fiscal Year	Owned Outlets In The Next Fiscal Year
Alabama	0	1	0
Florida	0	2	0
Georgia	0	0	1
Iowa	0	0	1
Kansas	0	0	1
Michigan	0	1	1
Missouri	0	0	1
New York	0	1	0
Ohio	0	0	2
Oklahoma	0	0	1
Pennsylvania	0	0	1
Texas	0	1	1
Total	0	6	10

Current Franchisees

Exhibit F contains the names of all current franchisees (as of the end of our last fiscal year) and the address and telephone number of each of their outlets.

Former Franchisees

Exhibit F contains the name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, transferred, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Confidentiality Clauses

During the last three fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system.

Franchisee Organizations

There are no trademark-specific franchisee organizations associated with our franchise system.

Item 21
FINANCIAL STATEMENTS

Exhibit D contains our audited financial statements for the years ending December 31, 2022, December 31, 2023, and December 31, 2024. Also included in Exhibit D are our unaudited financial statements as of August 31, 2025.

Our fiscal year end is December 31.

Item 22
CONTRACTS

Copies of all proposed agreements regarding this franchise offering are attached as the following Exhibits:

B. Franchise Agreement (with Guaranty and Non-Compete Agreement)
C. Form of General Release
G. State Addenda to Franchise Agreement

Item 23
RECEIPTS

Detachable documents acknowledging your receipt of this disclosure document are attached as the last two pages of this disclosure document as Exhibit I.

EXHIBIT A

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

We may register this Disclosure Document in some or all of the following states in accordance with the applicable state law. If and when we pursue franchise registration, or otherwise comply with the franchise investment laws, in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in each state and the state offices or officials that we will designate as our agents for service of process in those states:

State	State Agency	Agent for Service of Process
CALIFORNIA	Commissioner of the Department of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7505 Toll-free (866-275-2677)	Commissioner of the Department of Financial Protection and Innovation
CONNECTICUT	State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230	Banking Commissioner
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii
ILLINOIS	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General
INDIANA	Indiana Secretary of State Securities Division 302 West Washington St., Room E-111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117	Michigan Department of Commerce, Corporations and Securities Bureau

State	State Agency	Agent for Service of Process
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8222 Phone	Attention: New York Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 11231-0001 (518) 473-2492
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard State Capitol, 14th Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner
OREGON	Department of Consumer and Business Services Division of Finance and Corporate Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	Director of the Department of Consumer and Business Services
RHODE ISLAND	Department of Business Regulation Division of Securities 1511 Pontiac Avenue, Building 69-1 Cranston, RI 02920 (401) 462-9585	Director of Rhode Island Department of Business Regulation
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Director of Insurance-Securities Regulation
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760	Director of Washington Financial Institutions Securities Division 150 Israel Road, SW Tumwater, WA 98501
WISCONSIN	Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559	Commissioner of Securities of Wisconsin

EXHIBIT B

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

SUMMARY PAGE		
1.	**Franchisee**	_____
2.	**Initial Franchise Fee**	$_____
3.	**Business Location**	_____
4.	**Number of Territories**	_____
5.	**Territory**	As described in Attachment 3
6.	**Principal Executive**	_____
7.	**Franchisee's Address**	_____

FRANCHISE AGREEMENT

This Agreement is made between Coaching Matters, LLC, a Wyoming limited liability company ("Fundraising U Franchising"), and Franchisee effective as of the date signed by Fundraising U Franchising (the "Effective Date").

Background Statement:

A. Fundraising U Franchising and its affiliate Stolen Base, Inc. have created and own a system (the "System") for developing and operating a fundraising business under the trade name "Fundraising University".

B. The System includes (1) methods, procedures, and standards for developing and operating a Fundraising University business, (2) particular products and services, (3) the Marks, (4) training programs, (5) business knowledge, (6) marketing plans and concepts, and (7) other mandatory or optional elements as determined by Fundraising U Franchising from time to time.

C. The parties desire that Fundraising U Franchising license the Marks and the System to Franchisee for Franchisee to develop and operate a Fundraising University business on the terms and conditions of this Agreement.

ARTICLE 1. DEFINITIONS

"**Action**" means any action, suit, proceeding, claim, demand, governmental investigation, governmental inquiry, judgment, or appeal thereof, whether formal or informal.

"**Approved Vendor**" means a supplier, vendor, or distributor of Inputs which has been approved by Fundraising U Franchising.

"**Business**" means the Fundraising University business owned by Franchisee and operated under this Agreement.

"**Competitor**" means any business which offers fundraising services for schools or other entities.

"**Confidential Information**" means all non-public information of or about the System, Fundraising U Franchising, and any Fundraising University business, including all methods for developing and operating the Business, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information, and know-how.

"**Gross Sales**" means the total dollar amount of all sales generated through the Business for a given period, including, but not limited to, payment for any services or products sold by Franchisee, whether for cash or credit. Gross Sales does not include (i) bona fide refunds to customers, (ii) sales taxes collected by Franchisee, (iii) sales of used equipment not in the ordinary course of business, or (iv) sales of prepaid cards or similar products (but the redemption of any such card or product will be included in Gross Sales).

"**Input**" means any goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating the Business.

"**Location**" means the location stated on the Summary Page.

"**Losses**" includes (but is not limited to) all losses; damages; fines; charges; expenses; lost profits; reasonable attorneys' fees; travel expenses, expert witness fees; court costs; settlement amounts; judgments; loss of Fundraising U Franchising's reputation and goodwill; costs of or resulting from delays; financing; costs of advertising material and media time/space and the costs of changing, substituting or replacing the same; and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

"**Manual**" means Fundraising U Franchising's confidential Operating Manual(s), including any supplements, additions, or revisions from time to time, which may be in any form or media.

"**Brand Fund**" means the fund established (or which may be established) by Fundraising U Franchising into which Brand Fund Contributions are deposited.

"**Marks**" means the trade name and logo contained on the Summary Page, and all other trade names, trademarks, service marks and logos specified by Fundraising U Franchising from time to time for use in a Fundraising University business.

"**Owner**" means each person or entity which directly or indirectly owns or controls any equity of Franchisee. If Franchisee is an individual person, then "Owner" means Franchisee.

"**Required Vendor**" means a supplier, vendor, or distributor of Inputs which Fundraising U Franchising requires franchisees to use.

"**System Standards**" means, as of any given time, the then-current mandatory procedures, requirements, and/or standards of the System as determined by Fundraising U Franchising, which may include without limitation, any procedures, requirements and/or standards for appearance, business metrics, cleanliness, customer service, design, equipment, inventory, marketing and public relations, operating hours, presentation of Marks, product and service offerings, quality of products and services (including any guaranty and warranty programs), reporting, safety, technology (such as computers, computer peripheral equipment, smartphones, point-of-sale systems, back-office systems, information management systems, security systems, video monitors, other software, backup and archiving systems, communications systems (including email, audio, and video systems), payment acceptance systems, and internet access, as well as upgrades, supplements, and modifications thereto), uniforms, and vehicles.

"**Territory**" means the territory stated on the Summary Page.

"**Termination Fee**" means a fee paid to the Franchisor in the event of default and/or termination of the Franchise Agreement.

"**Transfer**" means for Franchisee (or any Owner) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the Business, (ii) this Agreement, (iii) direct or indirect ownership interest of more than 25% of the Business, or (iv) control of the Business.

ARTICLE 2. GRANT OF LICENSE

2.1 Grant. Fundraising U Franchising grants to Franchisee the right to operate a Fundraising University business solely in the Territory. Franchisee shall develop, open and operate a Fundraising University business in the Territory for the entire term of this Agreement.

2.2 Territory. This agreement grants Franchise the right to operate the Franchised business within the Territory only. Franchisee acknowledges that (i) the Territory was mutually agreed upon by Franchisor and Franchisee, (ii) prior to the Effective Date hereof, Franchisee conducted Franchisee's own due diligence with regard to potential customers and other matters relative to the operation of the Franchised Business in the Territory, and (iii) Franchisor's agreement to the Territory is permission only, does not constitute a representation, promise, warranty, or guarantee, express or implied, by Franchisor that the Franchised Business operated therein will be profitable or otherwise successful, and cannot, and does not, create any liability for Franchisor.

(a) Limitation. Franchisee shall not solicit or market to potential customers outside of the Territory, except for solicitations or marketing which are primarily targeted inside the Territory, and which incidentally reach potential customers outside of the Territory.

(b) Service. Franchisee shall not serve customers outside of the Territory without Fundraising U Franchising's prior written permission. Fundraising U Franchising may withdraw permission at any time. If Franchisee serves a customer outside of the Territory without Fundraising U Franchising's prior written permission, Fundraising U Franchising may impose a fee equal to the greater of (i) $500 or (ii) 75% of the amount paid by such customer to Franchisee. This fee is a reasonable estimate of Fundraising U Franchising's internal cost of personnel time attributable to addressing Franchisee's breach of this Section, and it is not a penalty or estimate of all damages arising from Franchisee's breach. This fee is in addition to all of Fundraising U Franchising's other rights and remedies.

(c) Fundraising U Franchising shall not establish, nor license the establishment of, another Fundraising University business within the Territory or which serves customers located in the Territory. However, Fundraising U Franchising retains the right to:

(i) serve (or authorize other franchisees to serve) customers in the Territory if Franchisee is in default, or if Franchisee is incapable of meeting customer demand in the Territory (in Fundraising U Franchising's reasonable opinion);

(ii) serve (or authorize other franchisees to serve) a particular customer in the Territory if Franchisee fails to properly serve such customer, or if Fundraising U Franchising reasonably believes that Franchisee will not properly serve such customer;

(iii) establish and license others to establish and operate Fundraising University businesses outside the Territory;

(iv) operate and license others to operate businesses anywhere that do not operate under the Fundraising University brand name; and

(v) sell and license others to sell Fundraising University products and services to customers in the Territory through channels of distribution (including the internet) so long as such products and services are not provided through a Fundraising University outlet in the Territory, and are different from the products and services provided by Franchisee.

(d) Policies. Fundraising U Franchising may set policies binding on all franchisees regarding soliciting, marketing, and serving customers in another franchisee's territory, and Fundraising U Franchising may waive or modify such policies in any circumstance as Fundraising U Franchising determines. If Franchisee obtains a customer in the protected territory of another franchisee, then, in addition to all other rights and remedies Fundraising U Franchising may have, Fundraising U Franchising may in its discretion (i) require Franchisee to transfer the customer to such other franchisee, (ii) require Franchisee to pay such other franchisee 75% of the Gross Sales received from such customer, or (iii) fashion such other remedy as Fundraising U Franchising deems appropriate.

(e) Referrals. Fundraising U Franchising may set policies binding on all franchisees regarding referral fees (and other terms and conditions) when a customer is referred from one Fundraising University business to another. Fundraising U Franchising may waive or modify such policies in any circumstance as Fundraising U Franchising determines.

2.3 Franchisee Control. Franchisee represents that Attachment 1 (i) identifies each owner, officer and director of Franchisee, and (ii) describes the nature and extent of each owner's interest in Franchisee. If any information on Attachment 1 changes (which is not a Transfer), Franchisee shall notify Fundraising U Franchising within 10 days.

2.4 Principal Executive. Franchisee agrees that the person designated as the "Principal Executive" on the Summary Page is the executive primarily responsible for the Business and has decision-making authority on behalf of Franchisee. The Principal Executive must have at least 10% ownership interest in Franchisee. The Principal Executive must participate in the direct operation of the Business and must devote substantial time and attention to the Business. If the Principal Executive dies, becomes incapacitated, transfers his/her interest in Franchisee, or otherwise ceases to be the executive primarily responsible for the Business, Franchisee shall promptly designate a new Principal Executive, subject to Fundraising U Franchising's reasonable approval.

2.5 Guaranty. If Franchisee is an entity, then Franchisee shall have each Owner sign a personal guaranty of Franchisee's obligations to Fundraising U Franchising, in the form of Attachment 2.

2.6 No Conflict. Franchisee represents to Fundraising U Franchising that Franchisee and each of its Owners (i) are not violating any agreement (including any confidentiality or non-competition

covenant) by entering into or performing under this Agreement, (ii) are not a direct or indirect owner of any Competitor, and (iii) are not listed or "blocked" in connection with, and are not in violation under, any anti-terrorism law, regulation, or executive order.

ARTICLE 3. TERM

3.1 Term. This Agreement commences on the Effective Date and continues for ten (10) years.

3.2 Successor Agreement. When the term of this Agreement expires, Franchisee may enter into a successor agreement for unlimited additional periods of 5-years each, subject to the following conditions prior to each expiration:

(i) Franchisee notifies Fundraising U Franchising of the election to renew between 90 and 180 days prior to the end of the term;

(ii) Franchisee (and its affiliates) are in compliance with this Agreement and all other agreements with Fundraising U Franchising (or any of its affiliates) at the time of election and at the time of renewal;

(iii) Franchisee has had no more than three (3) events of default during the then-current term;

(iii) Franchisee has made or agrees to make (within a period of time acceptable to Fundraising U Franchising) changes to the Business as Fundraising U Franchising requires to conform to the then-current System Standards;

(iv) Franchisee executes Fundraising U Franchising's then-current standard form of franchise agreement, which may be materially different than this form (including, without limitation, higher and/or different fees), except that Franchisee will not pay another initial franchise fee and will not receive more renewal or successor terms than described in this Section;

(v) Franchisee and each Owner executes a general release (on Fundraising U Franchising's then-standard form) of any and all claims against Fundraising U Franchising, its affiliates, and their respective owners, officers, directors, agents and employees; and

(vi) Franchisee pays Franchisor a renewal fee consisting of 25% of the then-current Franchise Fee as stated in the Franchise Disclosure Document (FDD) per Protected Territory that is being renewed.

ARTICLE 4. FEES

4.1 Initial Franchise Fee. Upon signing this Agreement, Franchisee shall pay an initial franchise fee in the amount stated on the Summary Page. This initial franchise fee is not refundable.

4.2 Royalty Fee. Royalty Fee payments begin on the first 5th day of the month following the month your Franchise Agreement is executed. The Royalty Fee is ~~7.25~~8% of Gross Sales as defined above.

4.3 Brand Fund Contribution.

(a) Brand Fund Contribution. If re-established, the Brand Fund Contribution will be calculated based on the then-current rate, which will not exceed 3% of monthly Gross Revenues Collected. However, the combined total of the Brand Fund Contribution and the Royalty shall not exceed the Royalty rate in effect immediately prior to the re-establishment of the Brand Fund.

(b) Market Cooperative Contribution. If the Business participates in a Market Cooperative, then Franchisee shall contribute to the Market Cooperative a percentage of Gross Sales (or other amount) determined by the Market Cooperative.

4.4 Replacement / Additional Training Fee. Our then-current fee. Currently, $1,500 per trainee, in addition to our trainers' travel and other costs and expenses in providing such training.

4.5 Third Party Vendors. If Fundraising U Franchising requires Franchisee to use a designated third-party vendor, Fundraising U Franchising has the right (but not the obligation) to collect payment on behalf of the vendor and remit the payment to the vendor. If Fundraising U Franchising does so, it may impose a reasonable markup or charge for administering the payment program.

4.6 Technology & Brand Marketing Fee. The Technology & Brand Marketing Fee covers essential tools and brand-building efforts to support franchise success. This includes one Enterprise Resource Planning (ERP) system account per territory for efficient operations, one Google Workspace account per territory for professional communication and collaboration, and a contribution toward brand marketing initiatives, such as digital advertising, social media campaigns, and other efforts to enhance brand awareness and drive customer engagement. If additional accounts are needed beyond the one allotted per territory, each ERP account will incur a fee of $325, and each Google Workspace account will incur a fee of $125. These costs may increase annually based on the necessary cost of the products, but we will not raise fees to generate additional profit for ourselves. Below is a chart outlining the Technology & Brand Marketing Fee based on the number of territories owned.

4.7 Non-Compliance Fee. Fundraising U Franchising may charge Franchisee $500 for any instance of non-compliance with the System Standards or this Agreement (other than Franchisee's non-payment of a fee owed to Fundraising U Franchising) which Franchisee fails to cure after 30 days' notice. Thereafter, Fundraising U Franchising may charge Franchisee $250 per week until Franchisee ceases such non-compliance. This fee is a reasonable estimate of Fundraising U Franchising's internal cost of personnel time attributable to addressing the non-compliance, and it is not a penalty or estimate of all damages arising from Franchisee's breach. The non-compliance fee is in addition to all of Fundraising U Franchising's other rights and remedies.

4.8 Reimbursement. Fundraising U Franchising may (but is never obligated to) pay on Franchisee's behalf any amount that Franchisee owes to a supplier or other third party. If Fundraising U Franchising does so or intends to do so, Franchisee shall pay such amount plus a

10% administrative charge to Fundraising U Franchising within 15 days after invoice by Fundraising U Franchising accompanied by reasonable documentation.

4.9 Payment Terms.

(a) Method of Payment. Franchisee shall pay the Royalty Fee, Brand Fund Contribution, and any other amounts owed to Fundraising U Franchising by pre-authorized bank draft or in such other manner as Fundraising U Franchising may require.

(b) Calculation of Fees. Franchisee shall report monthly Gross Sales to Fundraising U Franchising by the 5th day of the following month. If Franchisee fails to report monthly Gross Sales, then Fundraising U Franchising may withdraw estimated Royalty Fees and Brand Fund Contributions equal to 125% of the last Gross Sales reported to Fundraising U Franchising, and the parties will true-up the actual fees after Franchisee reports Gross Sales. Franchisee acknowledges that Fundraising U Franchising has the right to remotely access Franchisee's point-of-sale system to calculate Gross Sales.

(c) Late Fees and Interest. If Franchisee does not make a payment on time, Franchisee shall pay a $100 "late fee" plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law).

(d) Insufficient Funds. Fundraising U Franchising may charge $50 for any payment returned for insufficient funds (or, if such amount exceeds the maximum allowed by law, then the fee allowed by law).

(e) Costs of Collection. Franchisee shall repay any costs incurred by Fundraising U Franchising (including reasonable attorney fees) in attempting to collect payments owed by Franchisee.

(f) Application. Fundraising U Franchising may apply any payment received from Franchisee to any obligation and in any order as Fundraising U Franchising may determine, regardless of any designation by Franchisee.

(g) Obligations Independent; No Set-Off. The obligations of Franchisee to pay to Fundraising U Franchising any fees or amounts described in this Agreement are not dependent on Fundraising U Franchising's performance and are independent covenants by Franchisee. Franchisee shall make all such payments without offset or deduction.

4.10 Taxes. If any withholding, sales, excise, use, privilege or other tax (excepting Franchisor's income tax obligation) ("Tax Charge") is imposed or levied by any government or governmental agency on Franchisor or Franchisee for any fee due and payable under this Agreement, including but not limited to, the Royalty Fee and Brand Fund Contribution (for the purpose of this Section 4.10, such fee shall be referred to as a "Taxable Payment"), then Franchisee shall pay Franchisor a sum equal to the amount of the Tax Charge, together with the Taxable Payment, such that the net sum received by Franchisor equals the amount of the Taxable Payment without deduction, withholding, payment or application of the Tax Charge.

ARTICLE 5. ASSISTANCE

5.1 Manual. Fundraising U Franchising shall make its Manual available to Franchisee.

5.2 Assistance in Hiring Employees. Fundraising U Franchising shall provide its suggested staffing levels to Franchisee. Fundraising U Franchising shall provide suggested guidelines for hiring employees. All hiring decisions and conditions of employment are Franchisee's sole responsibility.

5.3 Assistance in Training Employees. Fundraising U Franchising shall, to the extent it deems appropriate, provide programs for Franchisee to conduct training of new employees.

5.4 Pre-Opening Assistance.

(a) Pre-Opening Specifications and Vendors. To the extent not included in the Manual, Fundraising U Franchising shall provide Franchisee with (i) applicable System Standards and other specifications as Fundraising U Franchising deems appropriate (which may include specifications regarding inventory, supplies, materials, and other matters), and (ii) Fundraising U Franchising's lists of Approved Vendors and/or Required Vendors.

(b) Business Plan Review. If requested by Franchisee, Fundraising U Franchising shall review and advise on Franchisee's pre-opening business plan and financial projections. **Franchisee acknowledges that Fundraising U Franchising accepts no responsibility for the performance of the Business.**

(c) Pre-Opening Training. Fundraising U Franchising shall make available its standard pre-opening training to the Principal Executive and up to 2 other employees, at Fundraising U Franchising's headquarters and/or at a Fundraising University business designated by Fundraising U Franchising. Franchisee shall pay to Fundraising U Franchising a Pre-Opening Training program fee equal to $15,000 prior to attending the Pre-Opening Training program. Franchisee is responsible for its own travel, lodging, meal, and other out-of-pocket expenses. Fundraising U Franchising reserves the right to vary the length and content of the initial training program based on the experience and skill level of any individual attending the program. You must complete the initial training program within thirty (30) days after signing this Franchise Agreement.

(d) Market Introduction Plan. Fundraising U Franchising shall advise Franchisee regarding the planning and execution of Franchisee's market introduction plan.

(e) On-Site Opening Assistance. Upon completion of Franchisee's first week of Rookie Training, Fundraising U Franchising will assign an existing Fundraising U Franchising to Franchisee for on-location job shadowing. Such existing franchisee will be designated by Fundraising U Franchising, and Franchisee will be required to travel to the designated franchisee's location, at Franchisee's expense, for on-site on-the-job shadowing.

5.5 Post-Opening Assistance.

(a) Advice, Consulting, and Support. If Franchisee requests, Fundraising U Franchising will provide advice to Franchisee (by telephone or electronic communication)

regarding improving and developing Franchisee's business, and resolving operating problems Franchisee encounters, to the extent Fundraising U Franchising deems reasonable. If Fundraising U Franchising provides in-person support in response to Franchisee's request, Fundraising U Franchising may charge its then-current fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support). Fundraising U Franchising may conduct mandatory or optional additional training programs, including ongoing first-year operations training, an annual conference or a national business meeting. If Fundraising U Franchising requires it, Franchisee must attend mandatory training programs and an annual conference or national business meeting each year at a location that Fundraising U Franchising designates. Failure to attend any mandatory training, including an annual conference or business meeting, is a default under this Franchise Agreement. Fundraising U Franchising reserves the right to impose a reasonable fee for tuition and/or attendance for all additional training programs, including the annual business meeting or conference. Franchisee must also pay for Franchisee's and Franchisee's personnel's transportation, lodging, meals, and other expenses to attend any mandatory training program.

(b) Pricing. Upon request, Fundraising U Franchising will provide recommended prices for products and services offered by franchisees of the System.

(c) Procedures. Fundraising U Franchising will provide Franchisee with Fundraising U Franchising's recommended administrative, bookkeeping, accounting, and inventory control procedures. Fundraising U Franchising may make any such procedures part of required (and not merely recommended) System Standards.

(d) Marketing. Fundraising U Franchising shall manage the Brand Fund.

(e) Internet. Fundraising U Franchising shall maintain a website for Fundraising University, which will include Franchisee's location (or territory) and telephone number.

ARTICLE 6. LOCATION, DEVELOPMENT, AND OPENING

6.1 Location. Franchisee is solely responsible for selecting the Location. If the Location is not stated on the Summary Page, then Franchisee shall find a suitable Location that meets Fundraising U Franchising's System Standards (if any) within the Territory.

6.2 Lease. In connection with any lease between Franchisee and the landlord of the Location: (i) if requested by Fundraising U Franchising, Franchisee must submit the proposed lease to Fundraising U Franchising for written approval, and (ii) the term of the lease (including renewal terms) must be for a period of not less than the term of this Agreement.

6.3 Development. If the Location will be open to the public or used for meeting customers or potential customers, then Franchisee shall construct (or remodel) and finish the Location in conformity with Fundraising U Franchising's System Standards.

6.4 New Franchisee Training. Franchisee's Principal Executive and, if applicable, franchisee's general manager must complete Fundraising U Franchising's training program for new franchisees to Fundraising U Franchising's satisfaction before opening the Business.

6.5 Conditions to Opening. Franchisee shall notify Fundraising U Franchising at least 30 days before Franchisee intends to open the Business. Before opening, Franchisee must satisfy all of the following conditions: (1) Franchisee is in compliance with this Agreement, (2) Franchisee has obtained all applicable governmental permits and authorizations, (3) the Business conforms to all applicable System Standards, (4) Franchisee has hired sufficient employees, (5) Franchisee's officers and employees have completed all of Fundraising U Franchising's required pre-opening training; and (6) Fundraising U Franchising has given its written approval to open, which will not be unreasonably withheld.

6.6 Opening Date. Franchisee shall open the Business within five (5) days of completing Fundraising U Franchising's training program for new franchisees.

6.7 Clinic Sponsorships. In conjunction with the launch of the Business, Franchisee shall sponsor multiple sports clinics in order to build goodwill and brand recognition, and to help establish Franchisee's relationships with sports clinics where Franchisee will generate fundraising opportunities.

ARTICLE 7. OPERATIONS

7.1 Compliance with Manual and System Standards. Franchisee shall at all times and at its own expense comply with all mandatory obligations contained in the Manual and with all other System Standards.

7.2 Operational Standards Violation. Franchisor has established certain operational standards, as set forth in the Manual. Franchisee acknowledges that any deviation from an operational standard constitutes a violation of this Agreement and will require Franchisor to incur incalculable administrative and management costs to address such violation. Accordingly, Franchisee agrees that, to compensate Franchisor for its incalculable administrative and management costs due to Franchisee's operational standard violation, Franchisee shall pay Franchisor an Operational Standards Violation Fee, as set forth in the Manual, for each violation of an operational standard. **Franchisee hereby authorizes Franchisor to take payment of the Operational Standards Violation Fee, at Franchisor's option, through electronic funds transfer or ACH payment.** Franchisor need not give Franchisee a cure opportunity before charging the Operational Standards Violation Fee, and Franchisor's imposition of an Operational Standards Violation Fee does not preclude Franchisor from seeking injunctive relief to restrain any subsequent or continuing violation, formally defaulting and terminating this Agreement or exercising any of Franchisor's rights under this Agreement

7.3 Compliance with Law. Franchisee shall comply with all federal, state, and local laws, rules and regulations and shall timely obtain any and all permits, certificates, or licenses necessary for the full and proper conduct of the Franchised Business. Such laws, rules and regulations shall include, without limitation, licenses to do business; health and sanitation inspections, if and when required; fictitious name registrations; sales and other tax permits; reporting and payment of all taxes; fire and police department clearances; Americans With Disability Act compliance; compliance with all federal, state or local data privacy laws, rules, and regulations; certificates of occupancy; any permits, certificates or licenses required by any environmental federal, state or local law, rule or regulation, and compliance otherwise with all environmental laws, rules, and

regulations; and any other requirement, rule, law or regulation applicable to Franchisee or in the jurisdiction of the Territory.

7.4 Products and Services. Franchisee shall offer all products and services, and only those products and services, from time to time prescribed by Fundraising U Franchising in the Manual or otherwise in writing. Franchisee shall provide all products and perform all services in a high-quality manner that meets or exceeds the customer's reasonable expectations and all applicable System Standards. Franchisee shall implement any guaranties, warranties, or similar commitments regarding products and/or services that Fundraising U Franchising may require.

7.5 Prices. Franchisee acknowledges that the System Standards determined by Fundraising U Franchising may include the minimum, maximum, and/or exact prices that franchisees may charge for products or services sold (except to the extent such authority is limited or prohibited by applicable law).

7.6 Personnel.

(a) Service. Franchisee shall cause its personnel to render competent and courteous service to all customers and members of the public.

(b) Appearance. Franchisee shall cause its personnel to comply with any dress attire, uniform, personal appearance and hygiene standards set forth in the Manual.

(c) Qualifications. Fundraising U Franchising may set minimum qualifications for categories of employees employed by Franchisee.

(d) Sole Responsibility. Franchisee is solely responsible for the terms and conditions of employment of all of its personnel, including recruiting, hiring, training, scheduling, supervising, compensation, and termination. Franchisee is solely responsible for all actions of its personnel. Franchisee and Fundraising U Franchising are not joint employers, and no employee of Franchisee will be an agent or employee of Fundraising U Franchising. Within seven days of Fundraising U Franchising's request, Franchisee and each of its employees will sign an acknowledgment form stating that Franchisee alone (and not Fundraising U Franchising) is the employee's sole employer. Franchisee will use its legal name on all documents with its employees and independent contractors, including, but not limited to, employment applications, timecards, pay checks, and employment and independent contractor agreements, and Franchisee will not use the Marks on any of these documents.

7.7 Post-Opening Training. Fundraising U Franchising may at any time require that the Principal Executive and/or any other employees complete training programs, in any format and in any location determined by Fundraising U Franchising. Fundraising U Franchising may charge a reasonable fee for any training programs. Fundraising U Franchising may require Franchisee to provide training programs to its employees. If a training program is held at a location which requires travel by the Principal Executive or any other employee, then Franchisee shall pay all travel, living and other expenses.

7.8 Software. Without limiting the generality of Section 7.1 or Section 8.1, Franchisee shall acquire and use all software and related systems required by Fundraising U Franchising. Franchisee shall enter into any subscription and support agreements that Fundraising U Franchising may require. Franchisee shall upgrade, update, or replace any software from time to time as Fundraising U Franchising may require. Franchisee shall protect the confidentiality and security of all software systems, and Franchisee shall abide by any System Standards related thereto. Franchisee shall give Fundraising U Franchising unlimited access to Franchisee's point of sale system and other software systems used in the Business, by any means designated by Fundraising U Franchising. Fundraising U Franchising reserves the right to collect any monthly or annual subscription fees for required software and remit such fees to third-party vendors on Franchisee's behalf.

7.9 Customer Complaints. Franchisee shall use its best efforts to promptly resolve any customer complaints. Fundraising U Franchising may take any action it deems appropriate to resolve a customer complaint regarding the Business, and Fundraising U Franchising may require Franchisee to reimburse Fundraising U Franchising for any expenses.

7.10 Employee Background Check. Franchisee shall conduct a background review of every Executive Principal, General Manager or prospective employee's criminal history and any other histories (such as motor vehicle, medical and/or credit histories) that Franchisor requires and that Franchisee determines to be necessary and appropriate, prior to hiring. Franchisee shall not hire any prospective employee for any position involving entrance on or into public or private schools if such prospective employee's background review indicates, in Franchisee's sole discretion, a propensity for violence, dishonesty, negligent, reckless or careless behavior, recent illness or a conviction for any crime. Notwithstanding the foregoing, all matters of employment and the safety of Franchisee's customers and their clients are within Franchisee's discretion and control. Franchisor shall not be liable to franchisee, any employee or prospective employee of Franchisee, or any third party for any act or omission of Franchisee or any employee or agent of Franchisee, and Franchisee's indemnification obligations set forth in Section 16 hereof shall apply to any claims, demands or actions against Franchisor arising from any act or omission of Franchisee or any employee or agent of Franchisee (including, without limitation, refusal to hire or discrimination claims or claims asserted by third parties for torts allegedly committed by any employee or agent of Franchisee).

7.11 Safety and Security. Franchisee is solely responsible for the safe and secure operation of the Franchised Business and the services provided thereby for Franchisee, Franchisee's personnel, customers, agents and the general public. All matters of safety and security are within Franchisee's discretion and control, and Franchisee's indemnification obligations set forth in Section 7.11 hereof shall apply to any claims made against Franchisor regarding safety or security.

7.11 Customer Evaluation and System Compliance Programs. Franchisee shall participate at its own expense in programs required from time to time by Fundraising U Franchising for obtaining customer evaluations and/or reviewing Franchisee's compliance with the System, which may include (but are not limited to) a customer feedback system, customer survey programs, and mystery shopping. Fundraising U Franchising shall share with Franchisee the results of these programs, as they pertain to the Business. Franchisee must meet or exceed any minimum score requirements set by Fundraising U Franchising for such programs.

7.12 Computer and Payment Systems. Franchisee shall accept payment from customers in any form or manner designated by Fundraising U Franchising (which may include, for example, cash, specific credit and/or debit cards, gift cards, electronic fund transfer systems, and mobile payment systems). Franchisee shall purchase or lease all equipment and enter into all business relationships necessary to accept payments as required by Fundraising U Franchising. Franchisee must at all times comply with payment card industry data security standards (PCI-DSS).

7.13 Gift Cards, Loyalty Programs, and Incentive Programs. At its own expense, Franchisee shall sell or otherwise issue gift cards, certificates, or other pre-paid systems, and participate in any customer loyalty programs, membership/subscription programs, or customer incentive programs, designated by Fundraising U Franchising, in the manner specified by Fundraising U Franchising in the Manual or otherwise in writing. Franchisee shall honor all valid gift cards and other pre-paid systems, regardless of whether issued by Franchisee or another Fundraising University business. Franchisee shall comply with all procedures and specifications of Fundraising U Franchising related to gift cards, certificates, and other pre-paid systems, or related to customer loyalty, membership/subscription, or customer incentive programs.

7.14 Maintenance and Repair. If the Location will be open to the public or used for meeting customers or potential customers, then Franchisee shall at all times keep the Business in a neat and clean condition, perform all appropriate maintenance, and keep all physical property in good repair. In addition, Franchisee shall promptly perform all work on the physical property of the Business as Fundraising U Franchising may prescribe from time to time.

7.15 Vehicles. If Franchisee uses one or more vehicles for the Business, Franchisee shall ensure that all vehicles comply with all applicable System Standards, including without limitation required equipment and exterior décor. Franchisee shall keep all vehicles in excellent or better condition, clean, and free of dents and other damage, and shall ensure that the vehicles present a first-class image appropriate to Fundraising U Franchising's System. Franchisee shall use the vehicle solely for the Business.

7.16 Meetings. The Principal Executive shall use reasonable efforts to attend all in-person meetings and remote meetings (such as telephone conference calls) that Fundraising U Franchising requires, including any national or regional brand conventions. Franchisee shall not permit the Principal Executive to fail to attend more than three consecutive required meetings.

7.17 Insurance.

(a) Franchisee shall obtain and maintain insurance policies in the types and amounts as specified by Fundraising U Franchising in the Manual. If not specified in the Manual, Franchisee shall maintain at least the following insurance coverage:

(i) Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an "occurrence" policy form in an amount of not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit;

(ii) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than $1,000,000.

(iii) Workers Compensation coverage as required by state law; and

(iv) Disability or Accident Insurance to provide income protection for the owner-operator in the event of an injury preventing them from working, in an amount sufficient to adequately cover all costs they will incur, including but not limited to Franchisor payments, business expenses, and other associated costs.

(b) Franchisee's policies must list Fundraising U Franchising and its affiliates as an additional insured and the policies must stipulate that Fundraising U Franchising shall receive a 30-day prior written notice of cancellation. Franchisee shall provide Certificates of Insurance evidencing the required coverage to Fundraising U Franchising prior to opening and upon annual renewal of the insurance coverage, as well as at any time upon request of Fundraising U Franchising.

7.18 Suppliers and Landlord. Franchisee shall pay all vendors and suppliers in a timely manner. If Franchisee leases the Location, Franchisee shall comply with its lease for the Location.

7.19 Public Relations. Franchisee shall not make any public statements (including giving interviews or issuing press releases) regarding Fundraising University, the Business, or any particular incident or occurrence related to the Business, without Fundraising U Franchising's prior written approval.

7.20 Association with Causes. Franchisee shall not in the name of the Business (i) donate money, products, or services to any charitable, political, religious, or other organization, or (ii) act in support of any such organization, without Fundraising U Franchising's prior written approval.

7.21 No Other Businesses. If Franchisee is an entity, Franchisee shall not own or operate any other business except Fundraising University businesses.

7.22 No Third-Party Management. Franchisee shall not engage a third-party management company to manage or operate the Business without the prior written approval of Fundraising U Franchising, which will not be unreasonably withheld.

7.23 No Co-Branding. Franchisee shall not "co-brand" or associate any other business activity with the Fundraising University Business in a manner which is likely to cause the public to perceive it to be related to the Fundraising University Business.

7.24 No Subcontracting. Franchisee shall not subcontract or delegate to a third party any services to be performed by Franchisee for a customer (other than engaging individuals as independent contractors in the ordinary course of business).

7.25 Identification. Franchisee must identify itself as the independent owner of the Business in the manner prescribed by Fundraising U Franchising.

7.26 Business Practices. Franchisee, in all interactions with customers, employees, vendors, governmental authorities, and other third parties, shall be honest and fair. Franchisee shall comply with any code of ethics or statement of values from Fundraising U Franchising. Franchisee shall not take any action which may injure the goodwill associated with the Marks.

7.27 Security Agreement. To secure payment of all sums owing to Franchisor from Franchisee, whether they be Royalty Fees, Brand Fund Contributions, and/or other fees, costs, damages, or reimbursements pursuant to this Agreement or any other agreement between Franchisor and Franchisee and/or Principal(s), Franchisee grants Franchisor a security interest in the Collateral (as hereafter defined) and further agrees:

7.27.1 The Collateral means all furniture, fixtures, equipment, signage, inventory, and supplies of the Franchised Business, wherever located, that are now owned or hereafter acquired, and any additions, substitutions, replacements, or products thereof or proceeds therefor.

7.27.2 This Agreement shall be deemed a security agreement, and Franchisor, in Franchisor's discretion, may file with applicable state agencies or offices this Agreement and/or one or more financing statements indicating Franchisor's secured interest in the Collateral. Franchisee shall cooperate with Franchisor and shall execute such documents as may be necessary for Franchisor to perfect its security interests.

7.27.3 Upon a default of this Agreement by Franchisee, all sums owing to Franchisor from Franchisee shall be immediately due and payable, and Franchisor shall have the immediate right to possession and use of the Collateral, which includes Franchisor right to enter upon any premises, without legal process, where the Collateral may be found. Franchisor further shall have all rights, options, duties, and remedies of a secured party pursuant to the Uniform Commercial Code, as adopted by the State where the Collateral is located, including the right to dispose of the Collateral in accordance therewith.

7.27.4 Franchisor's exercise of its rights with regard to the Collateral are in addition to and not exclusive of any other rights or remedies that Franchisor may have pursuant to this Agreement, at law, or in equity for Franchisee's breach of this Agreement.

ARTICLE 8. SUPPLIERS AND VENDORS

8.1 Generally. Franchisee shall acquire all Inputs required by Fundraising U Franchising from time to time in accordance with System Standards. Fundraising U Franchising may require Franchisee to purchase or lease any Inputs from Fundraising U Franchising, Fundraising U Franchising's designee, Required Vendors, Approved Vendors, and/or under Fundraising U Franchising's specifications. Fundraising U Franchising may change any such requirement or change the status of any vendor. To make such requirement or change effective, Fundraising U Franchising shall issue the appropriate System Standards.

8.2 Alternate Vendor Approval. If Fundraising U Franchising requires Franchisee to purchase a particular Input only from an Approved Vendor or Required Vendor, and Franchisee desires to purchase the Input from another vendor, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by Fundraising U Franchising. Fundraising U Franchising may condition its approval on such criteria as Fundraising U Franchising deems appropriate, which may include evaluations of the vendor's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. Fundraising U Franchising will provide Franchisee with written notification of the

approval or disapproval of any proposed new vendor within 30 days after receipt of Franchisee's request. Franchisee may submit three alternate vendors for Franchisor's approval without having to pay Franchisor a related fee. For each additional alternate vendors submitted by Franchisee past the first three, Franchisee must pay Franchisor one-hundred and twenty-five dollars ($125.00).

8.3 Alternate Input Approval. If Fundraising U Franchising requires Franchisee to purchase a particular Input, and Franchisee desires to purchase an alternate to the Input, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by Fundraising U Franchising. Fundraising U Franchising will provide Franchisee with written notification of the approval or disapproval of any proposed alternate Input within 30 days after receipt of Franchisee's request.

8.4 Purchasing. Fundraising U Franchising may negotiate prices and terms with vendors on behalf of the System. Fundraising U Franchising may receive rebates, payments, or other consideration from vendors in connection with purchases by franchisees. Fundraising U Franchising may implement a centralized purchasing system. Fundraising U Franchising may establish a purchasing cooperative and require Franchisee to join and participate in the purchasing cooperative on such terms and conditions as Fundraising U Franchising may determine.

8.5 No Liability of Franchisor. Fundraising U Franchising shall not have any liability to Franchisee for any claim or loss related to any product provided or service performed by any Approved Vendor or Required Vendor, including without limitation defects, delays, or unavailability of products or services.

8.6 Product Recalls. If Fundraising U Franchising or any vendor, supplier, or manufacturer of an item used or sold in Franchisee's Business issues a recall of such item or otherwise notifies Franchisee that such item is defective or dangerous, Franchisee shall immediately cease using or selling such item, and Franchisee shall at its own expense comply with all instructions from Fundraising U Franchising or the vendor, supplier, or manufacturer of such item with respect to such item, including without limitation the recall, repair, and/or replacement of such item.

ARTICLE 9. MARKETING

9.1 Implementation. Franchisee shall not use any marketing materials or campaigns (including point-of-sale materials, advertising, social media marketing, and sponsorships) that have not been approved by Fundraising U Franchising. Franchisee shall implement any marketing plans or campaigns determined by Fundraising U Franchising.

9.2 Use By Fundraising U Franchising. Fundraising U Franchising may use any marketing materials or campaigns developed by or on behalf of Franchisee, and Franchisee hereby grants an unlimited, royalty-free license to Fundraising U Franchising for such purpose.

9.3 Brand Fund. Fundraising U Franchising reserves the right to establish a Brand Fund to promote the System on a local, regional, national, and/or international level. Contribution will be calculated based on the then-current rate, which will not exceed 3% of monthly Gross Revenues Collected. However, the combined total of the Brand Fund Contribution and the Royalty shall not exceed the Royalty rate in effect immediately prior to the re-establishment of the Brand Fund.

Payments for the Brand Fund Contribution to Fundraising U Franchising during the first (1st) calendar month after execution of the Franchise Agreement.

(a) Separate Account. Fundraising U Franchising shall hold the Brand Fund Contributions from all franchisees in one or more bank accounts separate from Fundraising U Franchising's other accounts.

(b) Use. Fundraising U Franchising shall use the Brand Fund only for marketing, advertising, and public relations materials, website hosting, search engine optimization, programs and campaigns (including at local, regional, national, and/or international level), and related overhead. The foregoing includes such activities and expenses as Fundraising U Franchising reasonably determines, and may include, without limitation: development and placement of advertising and promotions; sponsorships; contests and sweepstakes; development of décor, trade dress, Marks, and/or branding; development and maintenance of brand websites; social media; internet activities; e-commerce programs; search engine optimization; market research; public relations, media or agency costs; trade shows and other events; printing and mailing; and administrative and overhead expenses related to the Brand Fund (including the compensation of Fundraising U Franchising's employees working on marketing and for accounting, bookkeeping, reporting, legal and other expenses related to the Brand Fund).

(c) Discretion. Franchisee agrees that expenditures from the Brand Fund need not be proportionate to contributions made by Franchisee or provide any direct or indirect benefit to Franchisee. The Brand Fund will be spent at Fundraising U Franchising's sole discretion, and Fundraising U Franchising has no fiduciary duty with regard to the Brand Fund.

(d) Contribution by Other Outlets. Fundraising U Franchising is not obligated to (i) have all other Fundraising University businesses (whether owned by other franchisees or by Fundraising U Franchising or its affiliates) contribute to the Brand Fund, or (ii) have other Fundraising University businesses that do contribute to the Brand Fund contribute the same amount or at the same rate as Franchisee.

(e) Surplus or Deficit. Fundraising U Franchising may accumulate funds in the Brand Fund and carry the balance over to subsequent years. If the Brand Fund operates at a deficit or requires additional funds at any time, Fundraising U Franchising may loan such funds to the National Brand Fund on reasonable terms.

(f) Financial Statement. Fundraising U Franchising will prepare an unaudited annual financial statement of the Brand Fund within 120 days of the close of Fundraising U Franchising's fiscal year and will provide the financial statement to Franchisee upon request.

9.4 Market Cooperatives. Fundraising U Franchising may establish market advertising and promotional cooperative funds ("Market Cooperative") in any geographical areas. If a Market Cooperative for the geographic area encompassing the Territory has been established at the time Franchisee commences operations hereunder, Franchisee shall immediately become a member of such Market Cooperative. If a Market Cooperative for the geographic area encompassing the Territory is established during the term of this Agreement, Franchisee shall become a member of such Market Cooperative within 30 days. Fundraising U Franchising shall not require Franchisee

to be a member of more than one Market Cooperative. If Fundraising U Franchising establishes a Market Cooperative:

(a) Governance. Each Market Cooperative will be organized and governed in a form and manner, and shall commence operations on a date, determined by Fundraising U Franchising. Fundraising U Franchising may require the Market Cooperative to adopt bylaws or regulations prepared by Fundraising U Franchising. Unless otherwise specified by Fundraising U Franchising, the activities carried on by each Market Cooperative shall be decided by a majority vote of its members. Fundraising U Franchising will be entitled to attend and participate in any meeting of a Market Cooperative. Any Fundraising University business owned by Fundraising U Franchising in the Market Cooperative shall have the same voting rights as those owned by its franchisees. Each Business owner will be entitled to cast one vote for each Business owned, provided, however, that a franchisee shall not be entitled to vote if it is in default under its franchise agreement. If the members of a Market Cooperative are unable or fail to determine the manner in which Market Cooperative monies will be spent, Fundraising U Franchising may assume this decision-making authority after 10 days' notice to the members of the Market Cooperative.

(b) Purpose. Each Market Cooperative shall be devoted exclusively to administering regional advertising and marketing programs and developing (subject to Fundraising U Franchising's approval) standardized promotional materials for use by the members in local advertising and promotion.

(c) Approval. No advertising or promotional plans or materials may be used by a Market Cooperative or furnished to its members without the prior approval of Fundraising U Franchising pursuant to Section 9.1. Fundraising U Franchising may designate the national or regional advertising agencies used by the Market Cooperative.

(d) Funding. The majority vote of the Market Cooperative will determine the dues to be paid by members of the Market Cooperative, including Franchisee, but not less than 1% of Gross Sales.

(e) Enforcement. Only Fundraising U Franchising will have the right to enforce the obligations of franchisees who are members of a Market Cooperative to contribute to the Market Cooperative.

(f) Termination. Fundraising U Franchising may terminate any Market Cooperative. Any funds left in a Market Cooperative upon termination will be transferred to the Brand Fund.

9.6 Market Introduction Plan. Franchisee must develop a market introduction plan and obtain Fundraising U Franchising's approval of the market introduction plan at least 30 days before the projected opening date of the Business.

9.7 Internet Marketing. Fundraising U Franchising has the exclusive right to conduct and manage all marketing and commerce on the internet or other electronic media, including all websites and "social media" marketing. Franchisee shall not conduct such marketing or commerce, nor establish any website or social media presence independently, except as Fundraising U Franchising may specify, and only with Fundraising U Franchising's consent. Fundraising U Franchising retains the right to approve any linking to or other use of Fundraising U Franchising's

website. Franchisee must comply with any internet, online commerce and/or social media policy that Fundraising U Franchising may prescribe.

ARTICLE 10. RECORDS AND REPORTS

10.1 Systems. Franchisee shall use such customer data management, sales data management, administrative, bookkeeping, accounting, and inventory control procedures and systems as Fundraising U Franchising may specify in the Manual or otherwise in writing.

10.2 Reports.

(a) Financial Reports. Franchisee shall provide such periodic financial reports as Fundraising U Franchising may require in the Manual or otherwise in writing, including:

(i) a monthly report of the previous month's gross revenue;

(ii) a quarterly profit and loss statement and balance sheet for the Business within 30 days after the end of each fiscal quarter of Fundraising U Franchising's fiscal year;

(iii) an annual financial statement (including profit and loss statement, cash flow statement, and balance sheet) for the Business within 90 days after the end of Fundraising U Franchising's fiscal year; and

(iv) any information Fundraising U Franchising requests in order to prepare a financial performance representation for Fundraising U Franchising's franchise disclosure document.

(b) Legal Actions and Investigations. Franchisee shall promptly notify Fundraising U Franchising of any Action or threatened Action by any customer, governmental authority, or other third party against Franchisee or the Business, or otherwise involving the Franchisee or the Business. Franchisee shall provide such documents and information related to any such Action as Fundraising U Franchising may request.

(c) Government Inspections. Franchisee shall give Fundraising U Franchising copies of all inspection reports, warnings, certificates, and ratings issued by any governmental entity with respect to the Business, within three days of Franchisee's receipt thereof.

(d) Other Information. Franchisee shall submit to Fundraising U Franchising such other financial statements, reports, records, copies of contracts, documents related to litigation, tax returns, copies of governmental permits, and other documents and information related to the Business as specified in the Manual or that Fundraising U Franchising may reasonably request.

10.3 Initial Investment Report. Within 120 days after opening for business, Franchisee shall submit to Fundraising U Franchising a report detailing Franchisee's investment costs to develop and open the Business, with costs allocated to the categories described in Item 7 of Fundraising U Franchising's Franchise Disclosure Document and with such other information as Fundraising U Franchising may request.

10.4 Business Records. Franchisee shall keep complete and accurate books and records reflecting all expenditures and receipts of the Business, with supporting documents (including, but not limited to, payroll records, payroll tax returns, register receipts, production reports, sales invoices, bank statements, deposit receipts, cancelled checks and paid invoices) for at least three years. Franchisee shall keep such other business records as Fundraising U Franchising may specify in the Manual or otherwise in writing. Franchisee acknowledges and agrees that the financial data of Franchisee's Franchised Business (i) is owned by Franchisor, (ii) is Franchisor's Proprietary Information, (iii) may be published in franchise disclosure document(s) issued by Franchisor following the Effective Date hereof, and (iv) may be shared with other franchisees in the System.

10.5 Records Audit. Fundraising U Franchising may examine and audit all books and records related to the Business, and supporting documentation, at any reasonable time. Fundraising U Franchising may conduct the audit at the Location and/or require Franchisee to deliver copies of books, records and supporting documentation to a location designated by Fundraising U Franchising. Franchisee shall also reimburse Fundraising U Franchising for all costs and expenses of the examination or audit if (i) Fundraising U Franchising conducted the audit because Franchisee failed to submit required reports or was otherwise not in compliance with the System, or (ii) the audit reveals that Franchisee understated Gross Sales by 3% or more for any month.

ARTICLE 11. FRANCHISOR RIGHTS

11.1 Manual; Modification. The Manual, and any part of the Manual, may be in any form or media determined by Fundraising U Franchising. Fundraising U Franchising may supplement, revise, or modify the Manual, and Fundraising U Franchising may change, add or delete System Standards at any time in its discretion. Fundraising U Franchising may inform Franchisee thereof by any method that Fundraising U Franchising deems appropriate (which need not qualify as "notice" under Section 18.9). In the event of any dispute as to the contents of the Manual, Fundraising U Franchising's master copy will control.

11.2 Business Evaluation. Fundraising U Franchising may accompany Franchisee or its personnel on any services performed for a customer to conduct an evaluation. If the Location will be open to the public or used for meeting customers or potential customers, Fundraising U Franchising may enter the premises of the Business from time to time during normal business hours and conduct an evaluation. Franchisee shall cooperate with Fundraising U Franchising's evaluators. The evaluation may include, but is not limited to, observing operations, conducting a physical inventory, evaluating physical conditions, monitoring sales activity, speaking with employees and customers, and removing samples of products, supplies and materials. Fundraising U Franchising may videotape and/or take photographs of the evaluation. Without limiting Fundraising U Franchising's other rights under this Agreement, Franchisee will, as soon as reasonably practical, correct any deficiencies noted during an evaluation. If Fundraising U Franchising conducts an evaluation because of a governmental report, customer complaint or other customer feedback, or a default or non-compliance with any System Standard by Franchisee (including following up a previous failed evaluation), then Fundraising U Franchising may charge all out-of-pocket expenses plus its then-current evaluation fee to Franchisee.

11.3 Fundraising U Franchising's Right to Cure. If Franchisee breaches or defaults under any provision of this Agreement, Fundraising U Franchising may (but has no obligation to) take

any action to cure the default on behalf of Franchisee, without any liability to Franchisee. Franchisee shall reimburse Fundraising U Franchising for its costs and expenses (including the allocation of any internal costs) for such action, plus 10% as an administrative fee.

11.4 Right to Discontinue Supplies Upon Default. While Franchisee is in default or breach of this Agreement, Fundraising U Franchising may (i) require that Franchisee pay cash on delivery for products or services supplied by Fundraising U Franchising, (ii) stop selling or providing any products and services to Franchisee, and/or (iii) request any third-party vendors to not sell or provide products or services to Franchisee. No such action by Fundraising U Franchising shall be a breach or constructive termination of this Agreement, change in competitive circumstances or similarly characterized, and Franchisee shall not be relieved of any obligations under this Agreement because of any such action. Such rights of Fundraising U Franchising are in addition to any other right or remedy available to Fundraising U Franchising.

11.5 Reimbursement of Costs. Franchisee shall reimburse Franchisor all costs and expenses, including but not limited to attorneys' fees, incurred by Franchisor as a result of Franchisee's default, including costs in connection with collection of any amounts owed to Franchisor and/or enforcement of Franchisor's rights under this Agreement.

11.6 Business Data. All customer data and other non-public data generated by the Business is Confidential Information and is exclusively owned by Fundraising U Franchising. Fundraising U Franchising hereby licenses such data back to Franchisee without charge solely for Franchisee's use in connection with the Business for the term of this Agreement.

11.7 Innovations. Franchisee shall disclose to Fundraising U Franchising all ideas, plans, improvements, concepts, methods, and techniques relating to the Business (collectively, "Innovations") conceived or developed by Franchisee, its employees, agents, or contractors. Fundraising U Franchising will automatically own all Innovations and it will have the right to use and incorporate any Innovations into the System, without any compensation to Franchisee. Franchisee shall execute any documents reasonably requested by Fundraising U Franchising to document Fundraising U Franchising's ownership of Innovations.

11.8 Communication Systems. If Fundraising U Franchising provides email accounts and/or other communication systems to Franchisee, then Franchisee acknowledges that it has no expectation of privacy in the assigned email accounts and other communications systems, and Franchisee authorizes Fundraising U Franchising to access such communications.

11.9 Delegation. Fundraising U Franchising may delegate any duty or obligation of Fundraising U Franchising under this Agreement to an affiliate or to a third party.

11.10 System Variations. Fundraising U Franchising may vary or waive any System Standard for any one or more Fundraising University franchises due to the peculiarities of the particular site or circumstances, density of population, business potential, population of trade area, existing business practices, applicable laws or regulations, or any other condition relevant to the performance of a franchise or group of franchises. Franchisee is not entitled to the same variation or waiver.

ARTICLE 12. MARKS

12.1 Authorized Marks. Franchisee shall use no trademarks, service marks or logos in connection with the Business other than the Marks. Franchisee shall use all Marks specified by Fundraising U Franchising, and only in the manner as Fundraising U Franchising may require. Franchisee has no rights in the Marks other than the right to use them in the operation of the Business in compliance with this Agreement. All use of the Marks by Franchisee and any goodwill associated with the Marks, including any goodwill arising due to Franchisee's operation of the Business, will inure to the exclusive benefit of Fundraising U Franchising.

12.2 Change of Marks. Fundraising U Franchising may add, modify, or discontinue any Marks to be used under the System. Within a reasonable time after Fundraising U Franchising makes any such change, Franchisee must comply with the change, at Franchisee's expense.

12.3 Infringement.

(a) Defense of Franchisee. If Franchisee has used the Marks in accordance with this Agreement, then (i) Fundraising U Franchising shall defend Franchisee (at Fundraising U Franchising's expense) against any Action by a third-party alleging infringement by Franchisee's use of a Mark, and (ii) Fundraising U Franchising will indemnify Franchisee for expenses and damages if the Action is resolved unfavorably to Franchisee.

(b) Infringement by Third Party. Franchisee shall promptly notify Fundraising U Franchising if Franchisee becomes aware of any possible infringement of a Mark by a third party. Fundraising U Franchising may, in its sole discretion, commence or join any claim against the infringing party.

(c) Control. Fundraising U Franchising shall have the exclusive right to control any prosecution or defense of any Action related to possible infringement of or by the Marks.

ARTICLE 13. COVENANTS

13.1 Confidential Information. With respect to all Confidential Information, Franchisee shall (a) adhere to all procedures prescribed by Fundraising U Franchising for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Business; (c) not use any such information in any other business or in any manner not specifically authorized in writing by Fundraising U Franchising, (d) exercise the highest degree of diligence and effort to maintain the confidentiality of all such information during and after the term of this Agreement, (e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information. Franchisee acknowledges that all Confidential Information is owned by Fundraising U Franchising (except for Confidential Information which Fundraising U Franchising licenses from another person or entity). This Section will survive the termination or expiration of this Agreement indefinitely.

13.2 Covenants Not to Compete.

(a) Restriction – In Term. During the term of this Agreement, neither Franchisee, any Owner, nor any spouse of an Owner (the "Restricted Parties") shall directly or indirectly have any ownership interest in, or be engaged or employed by, any Competitor.

(b) Restriction – Post Term. For two years after this Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer), no Restricted Party shall directly or indirectly have any ownership interest in, or be engaged or employed by, any Competitor operating in any of Franchisee's Territory or the territory of any other Fundraising University business operating on the date of termination or transfer, as applicable.

(c) Interpretation. The parties agree that each of the foregoing covenants is independent of any other covenant or provision of this Agreement. If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any court, then the parties intend that the court modify such restriction to the extent reasonably necessary to protect the legitimate business interests of Fundraising U Franchising. Franchisee agrees that the existence of any claim it may have against Fundraising U Franchising shall not constitute a defense to the enforcement by Fundraising U Franchising of the covenants of this Section. If a Restricted Party fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

13.3 Employee Recruitment. During the term of this Agreement and for one year after termination, transfer, or expiration of this Agreement, Franchisee shall not knowingly employ or seek to employ or engage as an independent contractor any person then employed by Fundraising U Franchising or its affiliates.

13.4 Covenants of Employees, Agents and Third Persons. Franchise shall require and obtain execution of covenants similar to those set forth in this Article 13 (including covenants applicable upon the termination of a person's employment with Franchisee) from all employees, contractors or third persons who will have access to Fundraising U Franchising's confidential and proprietary information, and Franchisee shall provide Franchisor with executed versions thereof. Such covenants shall be substantially in the form set forth in Attachment 4, as revised and updated from time to time and contained in the Manual. Franchisee shall indemnify and hold Franchisor harmless from any and all liability, loss, attorneys' fees, or damage Franchisor may suffer as a result of Franchisee's failure to obtain executed restricted covenants by employees, agents and third persons as required by this Section.

13.5 Injunctive Relief. Franchisee and Principal(s) acknowledge that a violation of the covenants of confidentiality and non-competition contained in this Agreement would result in immediate and irreparable injury to Franchisor for which monetary damages cannot fully remedy. Accordingly, Franchisee and Principal(s) hereby consent to the entry of a temporary and permanent injunction prohibiting any conduct by Franchisee or Principal(s) in violation of the terms of the covenants set forth in this Article 13 and hereby agree to waive any and all defenses to the entry of such injunction(s). Notwithstanding, Franchisee and Principal(s) acknowledge and agree that the foregoing injunctive relief is in addition to, and does not restrict Franchisor from

pursuing, any and all claims for monetary damages resulting from a breach by Franchisee or Principal(s) of the covenants contained herein.

13.6 Liquidated Damages – Violation of Confidentiality or Non-Competition Covenants. In the event Franchisee and/or Principal(s) violate the covenants of confidentiality and/or non-competition set forth herein, Franchisee and/or Principal(s) shall pay Franchisor a lump sum payment (as liquidated damages and not as a penalty) an amount equal to One Hundred Thousand Dollars ($100,000.00), plus Franchisor's attorney's fees, for each such violation. Franchisee and Principal(s) acknowledge that a precise calculation of the full extent of the damages that Franchisor will incur in the event of Franchisee's and/or Principal(s)' violation of the covenants of confidentiality and/or non-competition is difficult to determine and that this lump sum payment is reasonable in light thereof. The liquidated damages payable by Franchisee pursuant to this Section 13.6 shall be in addition to all other amounts payable under this Agreement and shall not affect Franchisor's right to obtain appropriate injunctive relief and remedies pursuant to any other provision hereof.

ARTICLE 14. DEFAULT AND TERMINATION

14.1 Termination by Franchisee. Except as stated below, Franchisee may terminate this Agreement only if Fundraising U Franchising violates a material provision of this Agreement and fails to cure or to make substantial progress toward curing the violation within 30 days after receiving written notice from Franchisee detailing the alleged default. Termination by Franchisee is effective 10 days after Fundraising U Franchising receives written notice of termination.

(a) Optional Termination. If, after three years of operation, Franchisee wishes to terminate the Franchise Agreement, Franchisee must notify Fundraising U Franchising of its intention to do so not less than 180 days prior to the termination date Franchisee specifies. The parties will determine a corrective action plan to take place during such 180-day period. If, after such 180-day period, Franchisee still wishes to terminate this Franchise Agreement, and Fundraising U Franchising consents, Franchisee will be required to:

(i) Execute a general release, releasing any claims against Fundraising U Franchising, its affiliates, principals, members and officers;

(ii) In the event of default or termination of the Franchise Agreement within the first 18 months of signing, Franchisee shall be required to pay a Termination Fee equal to One Hundred Thousand Dollars ($100,000), which shall be due and payable within thirty (30) days of the effective date of termination. If default or termination occurs after the initial eighteen (18) month period, Franchisee shall be required to pay a Termination Fee equal to Ten Thousand Dollars ($10,000), which shall also be due and payable within thirty (30) days of the effective date of termination. (iii) within seventy-two (72) hours of the effective date of termination, assign to Fundraising U Franchising (or its designee) all contracted sales as of the effective date of termination.

(iii) Franchisee acknowledges that maintaining a certain level of gross sales per territory is critical to the success of the franchise system. The Franchisee must achieve a

minimum of ~~Three~~One Hundred Fifty Thousand Dollars ($~~300~~150,000) in Gross Sales within the first ~~12~~six (6) months of operation. If this requirement is not met, the Franchisee will enter a probationary period of six (6) months, during which they must achieve a ~~minimum~~total of ~~Two~~Three Hundred Thousand Dollars ($~~200~~300,000) in Gross Sales per territory, ~~per bi-annual period.~~by the end of their first twelve (12) months of operation. Failure to meet this ~~bi-annual~~twelve-month requirement may result in termination of the Franchise Agreement at the sole discretion of the Franchisor.

Regardless of whether the initial six-month requirement is met, the Franchisee must achieve a minimum of Three Hundred Thousand Dollars ($300,000) in Gross Sales by the end of the first twelve (12) months of operation. Failure to achieve this requirement may result in termination of the Franchise Agreement at the sole discretion of the Franchisor.

If the Franchisee surpasses Three Hundred Thousand Dollars ($300,000) in Gross Sales by the end of the first twelve (12) months, they must then achieve a minimum ~~during the probationary period~~of Five Hundred Thousand Dollars ($500,000) in Gross Sales by the end of month eighteen (18). Thereafter, the Franchisee must maintain Gross Sales at or above Five Hundred Thousand Dollars ($500,000) on a rolling twelve (12) month basis for the remainder of the term. Failure to achieve or maintain this level may result in termination of the Franchise Agreement at the sole discretion of the Franchisor.

14.2 Termination by Fundraising U Franchising.

(a) Subject to 10-Day Cure Period. Fundraising U Franchising may terminate this Agreement if Franchisee does not make any payment to Fundraising U Franchising when due, or if Franchisee does not have sufficient funds in its account when Fundraising U Franchising attempts an electronic funds withdrawal, and Franchisee fails to cure such non-payment within 10 days after Fundraising U Franchising gives notice to Franchisee of such breach.

(b) Subject to 30-Day Cure Period. If Franchisee breaches this Agreement in any manner not described in subsection (a) or (c), and Franchisee fails to cure such breach to Fundraising U Franchising's satisfaction within 30 days after Fundraising U Franchising gives notice to Franchisee of such breach, then Fundraising U Franchising may terminate this Agreement.

(c) Without Cure Period. Fundraising U Franchising may terminate this Agreement by giving notice to Franchisee, without opportunity to cure, if any of the following occur:

(i) Franchisee misrepresented or omitted material facts when applying to be a franchisee, or breaches any representation in this Agreement;

(ii) Franchisee knowingly submits any false report or knowingly provides any other false information to Fundraising U Franchising;

(iii) a receiver or trustee for the Business or all or substantially all of Franchisee's property is appointed by any court, or Franchisee makes a general assignment for the benefit of Franchisee's creditors or Franchisee makes a written statement to the effect that Franchisee is unable to pay its debts as they become due, or a levy or

execution is made against the Business, or an attachment or lien remains on the Business for 30 days unless the attachment or lien is being duly contested in good faith by Franchisee, or a petition in bankruptcy is filed by Franchisee, or such a petition is filed against or consented to by Franchisee and the petition is not dismissed within 45 days, or Franchisee is adjudicated as bankrupt;

(iv) Franchisee fails to open for business by the date specified on the Summary Page;

(v) Franchisee or any Owner commits a material violation of Section 7.2 (compliance with laws) or Section 13.1 (confidentiality), violates Section 13.2 (non-compete) or Article 15 (transfer), or commits any other violation of this Agreement which by its nature cannot be cured;

(vi) Franchisee abandons or ceases operation of the Business for more than 15 consecutive days;

(vii) Franchisee or any Owner slanders or libels Fundraising U Franchising or any of its employees, directors, or officers;

(viii) Franchisee refuses to cooperate with or permit any audit or evaluation by Fundraising U Franchising or its agents or contractors, or otherwise fails to comply with Section 10.5 or Section 11.2.

(ix) the Business is operated in a manner which, in Fundraising U Franchising's reasonable judgment, constitutes a significant danger to the health or safety of any person, and Franchisee fails to cure such danger within 48 hours after becoming aware of the danger (due to notice from Fundraising U Franchising or otherwise);

(x) Franchisee has received two or more notices of default and Franchisee commits another breach of this Agreement, all in the same 12-month period;

(xi) Fundraising U Franchising (or any affiliate) terminates any other agreement with Franchisee (or any affiliate) due to the breach of such other agreement by Franchisee (or its affiliate); or

(xii) Franchisee or any Owner is accused by any governmental authority or third party of any act that in Fundraising U Franchising's opinion is reasonably likely to materially and unfavorably affect the Fundraising University brand, or is charged with, pleads guilty to, or is convicted of a felony.

14.3 Effect of Termination. Upon termination or expiration of this Agreement, all obligations that by their terms or by reasonable implication survive termination, including those pertaining to non-competition, confidentiality, indemnity, and dispute resolution, will remain in effect, and Franchisee must immediately:

(i) pay all amounts owed to Fundraising U Franchising based on the operation of the Business through the effective date of termination or expiration;

(ii) return to Fundraising U Franchising all copies of the Manual, Confidential Information and any and all other materials provided by Fundraising U Franchising to Franchisee or created by a third party for Franchisee relating to the operation of the Business, and all items containing any Marks, copyrights, and other proprietary items; and delete all Confidential Information and proprietary materials from electronic devices;

(iii) notify the telephone, internet, email, electronic network, directory, and listing entities of the termination or expiration of Franchisee's right to use any numbers, addresses, domain names, locators, directories and listings associated with any of the Marks, and authorize their transfer to Fundraising U Franchising or any new franchisee as may be directed by Fundraising U Franchising, and Franchisee hereby irrevocably appoints Fundraising U Franchising, with full power of substitution, as its true and lawful attorney-in-fact, which appointment is coupled with an interest; to execute such directions and authorizations as may be necessary or appropriate to accomplish the foregoing; and

(iv) cease doing business under any of the Marks.

14.4 Remove Identification. If Franchisee operates from a Location other than Franchisee's home, then within 30 days after termination or expiration, Franchisee shall at its own expense "de-identify" the Location so that it no longer contains the Marks, signage, or any trade dress of a Fundraising University business, to the reasonable satisfaction of Fundraising U Franchising. Franchisee shall comply with any reasonable instructions and procedures of Fundraising U Franchising for de-identification. If Franchisee fails to do so within 30 days after this Agreement expires or is terminated, Fundraising U Franchising may enter the Location to remove the Marks and de-identify the Location. In this event, Fundraising U Franchising will not be charged with trespass nor be accountable or required to pay for any assets removed or altered, or for any damage caused by Fundraising U Franchising.

14.5 Liquidated Damages. If Fundraising U Franchising terminates this Agreement based upon Franchisee's default (or if Franchisee purports to terminate this Agreement except as permitted under Section 14.1), then within ten (10) days thereafter Franchisee shall pay to Fundraising U Franchising a lump sum (as liquidated damages and not as a penalty) calculated as follows:

(i) In the event of default or termination of the Franchise Agreement within the first eighteen (18) months of Effective Date, Franchisee shall be required to pay a Termination Fee equal to One Hundred Thousand Dollars ($100,000), which shall be due and payable within thirty (30) days of the effective date of termination.

(ii) If default or termination occurs after the initial 18-month period, Franchisee shall be required to pay a Termination Fee equal to $10,000, which shall also be due and payable within thirty (30) days of the effective date of termination.

Franchisee acknowledges that a precise calculation of the full extent of Fundraising U Franchising's damages under these circumstances is difficult to determine and the method of calculation of such damages as set forth in this Section is reasonable. Franchisee's payment to

Fundraising U Franchising under this Section will be in lieu of any direct monetary damages that Fundraising U Franchising may incur as a result of Fundraising U Franchising's loss of Royalty Fees that would have been owed to Fundraising U Franchising after the date of termination; however, such payment shall be in addition to all damages and other amounts arising under Section 14.3 and Section 14.4, Fundraising U Franchising's right to injunctive relief for enforcement of Article 13, and any attorneys' fees and other costs and expenses to which Fundraising U Franchising is entitled under this Agreement. Except as provided in this Section, Franchisee's payment of this lump sum shall be in addition to any other right or remedy that Fundraising U Franchising may have under this Agreement or otherwise.

14.6 Purchase Option. When this Agreement expires or is terminated, Fundraising U Franchising will have the right (but not the obligation) to purchase any or all of the assets related to the Business. To exercise this option, Fundraising U Franchising must notify Franchisee no later than 30 days after this Agreement expires or is terminated. The purchase price for all assets that Fundraising U Franchising elects to purchase will be the lower of (i) the book value of such assets as declared on Franchisee's last filed tax returns or (ii) the fair market value of the assets. If the parties cannot agree on fair market value within 30 days after the exercise notice, the fair market value will be determined by an independent appraiser reasonably acceptable to both parties. The parties will equally share the cost of the appraisal. Fundraising U Franchising's purchase will be of assets only (free and clear of all liens), and the purchase will not include any liabilities of Franchisee. The purchase price for assets will not include any factor or increment for any trademark or other commercial symbol used in the business, the value of any intangible assets, or any goodwill or "going concern" value for the Business. Fundraising U Franchising may withdraw its exercise of the purchase option at any time before it pays for the assets. Franchisee will sign a bill of sale for the purchased assets and any other transfer documents reasonably requested by Fundraising U Franchising. If Fundraising U Franchising exercises the purchase option, Fundraising U Franchising may deduct from the purchase price: (a) all amounts due from Franchisee; (b) Franchisee's portion of the cost of any appraisal conducted hereunder; and (c) amounts which Fundraising U Franchising paid or will pay to third parties to satisfy indebtedness owed by Franchisee to third parties. If any of the assets are subject to a lien, Fundraising U Franchising may pay a portion of the purchase price directly to the lienholder to pay off such lien. Fundraising U Franchising may withhold 25% of the purchase price for 90 days to ensure that all of Franchisee's taxes and other liabilities are paid. Fundraising U Franchising may assign this purchase option to another party.

ARTICLE 15. TRANSFERS

15.1 By Fundraising U Franchising. Fundraising U Franchising may transfer or assign this Agreement, or any of its rights or obligations under this Agreement, to any person or entity, and Fundraising U Franchising may undergo a change in ownership and/or control, without the consent of Franchisee.

15.2 By Franchisee. Franchisee acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee and that Fundraising U Franchising entered into this Agreement in reliance on Franchisee's business skill, financial capacity, personal character, experience, and business ability. Accordingly, Franchisee shall not conduct or undergo a Transfer without providing Fundraising U Franchising at least 60 days prior notice of the proposed Transfer,

and without obtaining Fundraising U Franchising's consent. In granting any such consent, Fundraising U Franchising may impose conditions, including, without limitation, the following:

(i) Fundraising U Franchising receives a transfer fee equal to 25% of the then-current Franchise Fee as stated in the Franchise Disclosure Document (FDD) per Protected Territory that is being transferred.;

(ii) the proposed assignee and its owners have completed Fundraising U Franchising's franchise application processes, meet Fundraising U Franchising's then-applicable standards for new franchisees, and have been approved by Fundraising U Franchising as franchisees;

(iii) the proposed assignee is not a Competitor;

(iv) the proposed assignee executes Fundraising U Franchising's then-current form of franchise agreement and any related documents, which form may contain materially different provisions than this Agreement;

(v) all owners of the proposed assignee provide a guaranty in accordance with Section 2.5;

(vi) Franchisee has paid all monetary obligations to Fundraising U Franchising and its affiliates, and to any lessor, vendor, supplier, or lender to the Business, and Franchisee is not otherwise in default or breach of this Agreement or of any other obligation owed to Fundraising U Franchising or its affiliates;

(vii) the proposed assignee and its owners and employees undergo such training as Fundraising U Franchising may require;

(viii) Franchisee, its Owners, and the transferee and its owners execute a general release of Fundraising U Franchising in a form satisfactory to Fundraising U Franchising; and

(ix) the Business fully complies with all of Fundraising U Franchising's most recent System Standards.

15.3 Transfer for Convenience of Ownership. If Franchisee is an individual, Franchisee may Transfer this Agreement to a corporation or limited liability company formed for the convenience of ownership after at least 15 days' notice to Fundraising U Franchising, if, prior to the Transfer: (1) the transferee provides the information required by Section 2.3; (2) Franchisee provides copies of the entity's charter documents, by-laws (or operating agreement) and similar documents, if requested by Fundraising U Franchising, (3) Franchisee owns all voting securities of the corporation or limited liability company, and (4) Franchisee provides a guaranty in accordance with Section 2.5.

15.4 Transfer upon Death or Incapacity. Upon the death or incapacity of Franchisee (or, if Franchisee is an entity, the person with the largest ownership interest in Franchisee), the executor, administrator, or personal representative of that person must Transfer the Business to a third party

approved by Fundraising U Franchising within nine months after death or incapacity. Such transfer must comply with Section 15.2.

15.5 Fundraising U Franchising's Right of First Refusal. Before Franchisee (or any Owner) engages in a Transfer (except under Section 15.3 or to a spouse, sibling, or child of an Owner), Fundraising U Franchising will have a right of first refusal, as set forth in this Section. Franchisee (or its Owners) shall provide to Fundraising U Franchising a copy of the terms and conditions of any Transfer. For a period of 30 days from the date of Fundraising U Franchising's receipt of such copy, Fundraising U Franchising will have the right, exercisable by notice to Franchisee, to purchase the assets subject of the proposed Transfer for the same price and on the same terms and conditions (except that Fundraising U Franchising may substitute cash for any other form of payment). If Fundraising U Franchising does not exercise its right of first refusal, Franchisee may proceed with the Transfer, subject to the other terms and conditions of this Article.

15.6 No Sublicense. Franchisee has no right to sublicense the Marks or any of Franchisee's rights under this Agreement.

15.7 No Lien on Agreement. Franchisee shall not grant a security interest in this Agreement to any person or entity. If Franchisee grants an "all assets" security interest to any lender or other secured party, Franchisee shall cause the secured party to expressly exempt this Agreement from the security interest.

15.8 Security Interests to Lender. If Franchisee is in full compliance with this Agreement, Franchisee may pledge or give a security interest in Franchisee's interest in the Assets and the Franchised Business to a lender of the funds needed by Franchisee for Franchisee's initial investment, provided that the security interest is subordinate to Franchisee's obligations to Franchisor, that a foreclosure on such a pledge or security interest and/or any Transfer resulting from such a foreclosure shall be subject to all provisions of this Agreement, and that Franchisee obtains from the lender a written acknowledgement to Franchisor of these restrictions. Notwithstanding the foregoing, in the event Franchisee seeks and/or obtains financing whereby funding is provided with the assistance of the United States Small Business Administration ("SBA Financing"), Franchisee shall be permitted to grant the lender of such SBA Financing a senior lien on any Collateral Franchisee uses to secure the SBA Financing, and Franchisor and Franchisee further agree that (i) the provisions of Attachment 6 are fully incorporated herein and applicable to Franchisor and Franchisee, (ii) Franchisor shall subordinate its security interest or other lien on Franchisee's Collateral to that of the lender of the SBA Financing and (iii) Franchisor waives the requirement of the written acknowledgement referenced in this Section.

ARTICLE 16. INDEMNITY

16.1 Indemnity. Franchisee shall indemnify and defend (with counsel reasonably acceptable to Fundraising U Franchising) Fundraising U Franchising, its parent entities, subsidiaries and affiliates, and their respective owners, directors, officers, employees, agents, successors, and assignees (collectively, "Indemnitees") against all Losses in any Action by or against Fundraising U Franchising and/or any Indemnitee directly or indirectly related to, or alleged to arise out of, the

operation of the Business. Notwithstanding the foregoing, Franchisee shall not be obligated to indemnify an Indemnitee from Actions arising as a result of any Indemnitee's misconduct or negligence. This indemnity will continue in effect after this Agreement ends.

16.2 Assumption by Fundraising U Franchising. Fundraising U Franchising may elect to assume the defense and/or settlement of any Action subject to this indemnification, at Franchisee's expense. Such an undertaking shall not diminish Franchisee's obligation to indemnify the Indemnitees.

ARTICLE 17. DISPUTE RESOLUTION

17.1 Arbitration.

(a) Disputes Subject to Arbitration. Except as expressly provided in subsection (c), any controversy or claim arising out of or relating to this Agreement (including its formation) shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

(b) Location. The place of arbitration shall be the city and state where Fundraising U Franchising's headquarters are located.

(c) Injunctive Relief. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy or right to arbitrate under this Agreement, seek from any court having jurisdiction any interim or provisional injunctive relief.

(d) Confidentiality. All documents, information, and results pertaining to any arbitration or lawsuit will be confidential, except as required by law or as required for Fundraising U Franchising to comply with laws and regulations applicable to the sale of franchises.

(e) Performance During Arbitration or Litigation. Unless this Agreement has been terminated, Fundraising U Franchising and Franchisee will comply with this Agreement and perform their respective obligations under this Agreement during the arbitration or litigation process.

17.2 Damages. In any controversy or claim arising out of or relating to this Agreement, each party waives any right to punitive or other monetary damages not measured by the prevailing party's actual damages, except damages expressly authorized by federal statute and damages expressly authorized by this Agreement.

17.3 Waiver of Class Actions. The parties agree that any claims will be arbitrated, litigated, or otherwise resolved on an individual basis, and waive any right to act on a class-wide basis.

17.4 Time Limitation. Any arbitration or other legal action arising from or related to this Agreement must be instituted within two years from the date such party discovers the conduct or event that forms the basis of the arbitration or other legal action. The foregoing time limit does not

apply to claims (i) by one party related to non-payment under this Agreement by the other party, (ii) for indemnity under Article 16, or (iii) related to unauthorized use of Confidential Information or the Marks.

17.5 Venue Other Than Arbitration. For any legal proceeding not required to be submitted to arbitration, the parties agree that any such legal proceeding will be brought in the United States District Court where Fundraising U Franchising's headquarters is then located. If there is no federal jurisdiction over the dispute, the parties agree that any such legal proceeding will be brought in the court of record of the state and county where Fundraising U Franchising's headquarters is then located. Each party consents to the jurisdiction of such courts and waives any objection that it, he or she may have to the laying of venue of any proceeding in any of these courts.

17.6 Legal Costs. In any legal proceeding (including arbitration) related to this Agreement or any guaranty, the non-prevailing party shall pay the prevailing party's attorney fees, costs, and other expenses of the legal proceeding. "Prevailing party" means the party, if any, which prevailed upon the central litigated issues and obtained substantial relief.

ARTICLE 18. MISCELLANEOUS

18.1 Relationship of the Parties. The parties are independent contractors, and neither is the agent, partner, joint venturer, or employee of the other. Fundraising U Franchising is not a fiduciary of Franchisee. Fundraising U Franchising does not control or have the right to control Franchisee or its Business. Any required specifications and standards in this Agreement and in the System, Standards exist to protect Fundraising U Franchising's interest in the System and the Marks, and the goodwill established in them, and not for the purpose of establishing any control, or duty to take control, over the Business. Fundraising U Franchising has no liability for Franchisee's obligations to any third party whatsoever.

18.2 No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies upon any person or entity other than Franchisee, Fundraising U Franchising, and Fundraising U Franchising's affiliates.

18.3 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and representations. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made by Coaching Matters, LLC in its franchise disclosure document.

18.4 Modification. No modification or amendment of this Agreement will be effective unless it is in writing and signed by both parties. This provision does not limit Fundraising U Franchising's rights to modify the Manual or System Standards.

18.5 Consent; Waiver. No consent under this Agreement, and no waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the consent or waiver. No waiver by a party of any right will affect the party's rights as to any subsequent exercise of that right or any other right. No delay, forbearance, or omission by a party to exercise any right will constitute a waiver of such right.

18.6 Cumulative Remedies. Rights and remedies under this Agreement are cumulative. No enforcement of a right or remedy precludes the enforcement of any other right or remedy.

18.7 Severability. The parties intend that (i) if any provision of this Agreement is held by an arbitrator or court to be unenforceable, then that provision be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded, and (ii) if an unenforceable provision is modified or disregarded, then the rest of this Agreement will remain in effect as written.

18.8 Governing Law. The laws of the state of Kansas (without giving effect to its principles of conflicts of law) govern all adversarial proceedings between the parties. The parties agree that any Kansas law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 18.8.

18.9 Notices. Any notice will be effective under this Agreement only if made in writing and delivered as set forth in this Section to: (A) if to Franchisee, addressed to Franchisee at the notice address set forth in the Summary Page; and (B) if to Fundraising U Franchising, addressed to 7111 West 151st Street #36, Overland Park, KS 66223. Any party may designate a new address for notices by giving notice of the new address pursuant to this Section. Notices will be effective upon receipt (or first rejection) and must be: (1) delivered personally; (2) sent by registered or certified U.S. mail with return receipt requested; or (3) sent via overnight courier. Notwithstanding the foregoing, Fundraising U Franchising may amend the Manual, give binding notice of changes to System Standards, and deliver notices of default by electronic mail or other electronic communication.

18.10 Consent to do Business Electronically. The parties to the Franchise Agreement hereby consent to do business electronically. Pursuant to the Uniform Electronic Transactions Act as adopted by the State of Kansas, the parties hereby affirm to each other that they agree with the terms of the Franchise Agreement and its Attachments, and by attaching their signature electronically to the Franchise Agreement, they are executing the document and intending to attach their electronic signature to it. Furthermore, the parties acknowledge that the other parties to the Franchise Agreement can rely on an electronic signature as the respective party's signature.

18.11 Joint and Several Liability. If two or more people sign this Agreement as "Franchisee", each will have joint and several liability.

18.12 No Offer and Acceptance. Delivery of a draft of this Agreement to Franchisee by Fundraising U Franchising does not constitute an offer. This Agreement shall not be effective unless and until it is executed by both Franchisee and Fundraising U Franchising.

ARTICLE 19. CERTIFICATION OF FRANCHISOR'S COMPLIANCE

By signing this Agreement, Franchisee acknowledges the following:

(1) Franchisee understands all the information in Fundraising U Franchising's Disclosure Document.

(2) Franchisee understands the success or failure of the Business will depend in large part upon Franchisee's skills, abilities, and efforts and those of the persons Franchisee employs, as well as many factors beyond Franchisee's control such as weather, competition, interest rates, the economy, inflation, labor and supply costs, and the marketplace.

(3) That no person acting on Fundraising U Franchising's behalf made any statement or promise regarding the costs involved in operating a Fundraising University franchise that is not in the Disclosure Document or that is contrary to, or different from, the information in the Disclosure Document.

(4) That no person acting on Fundraising U Franchising's behalf made any claim or representation to Franchisee, orally, visually, or in writing, that contradicted the information in the Disclosure Document.

(5) That no person acting on Fundraising U Franchising's behalf made any statement or promise regarding the actual, average, or projected profits or earnings, the likelihood of success, the amount of money Franchisee may earn, or the total amount of revenue a Fundraising University franchise will generate, that is not in the Disclosure Document or that is contrary to, or different from, the information in the Disclosure Document.

(6) That no person acting on Fundraising U Franchising's behalf made any statement or promise or agreement, other than those matters addressed in this Agreement, concerning advertising, marketing, media support, market penetration, training, support service, or assistance that is contrary to, or different from, the information contained in the Disclosure Document.

(7) Franchisee understands that this Agreement contains the entire agreement between Fundraising U Franchising and Franchisee concerning the Fundraising University franchise, which means that any oral or written statements not set out in this Agreement will not be binding. In deciding to enter into this Agreement, Franchisee is not relying on any statement, promise, claim, or representation not expressly set forth in this Agreement or in the Disclosure Document.

[*Signatures on next page*]

Agreed to by:

FRANCHISOR:

COACHING MATTERS, LLC

By: _____
Name: _____
Title: _____
Date: _____

FRANCHISEE:

[*if an individual:*]

_____
Name: _____
Date: _____

[*if an entity:*]

_____

By: _____
Name: _____
Title: _____
Date: _____

Attachment 1 to Franchise Agreement

OWNERSHIP INFORMATION

1. **Form of Ownership.** Franchisee is a (check one):

_____ *Sole Proprietorship*
_____ *Partnership*
_____ *Limited Liability Company*
_____ *Corporation*

State: _____

2. **Owners.** If Franchisee is a partnership, limited liability company or corporation:

Name	Shares or Percentage of Ownership

3. **Officers.** If Franchisee is a limited liability company or corporation:

Name	Title

Attachment 2 to Franchise Agreement

GUARANTY AND NON-COMPETE AGREEMENT

This Guaranty and Non-Compete Agreement (this "Guaranty") is executed by the undersigned person(s) (each, a "Guarantor") in favor of Coaching Matters, LLC, a Wyoming limited liability company ("Fundraising U Franchising").

Background Statement: _____ ("Franchisee") desires to enter into a Franchise Agreement with Fundraising U Franchising for the franchise of a Fundraising University business (the "Franchise Agreement"; capitalized terms used but not defined in this Guaranty have the meanings given in the Franchise Agreement). Guarantor owns an equity interest in Franchisee. Guarantor is executing this Guaranty in order to induce Fundraising U Franchising to enter into the Franchise Agreement.

Guarantor agrees as follows:

1. Guaranty. Guarantor hereby unconditionally guarantees to Fundraising U Franchising and its successors and assigns that Franchisee shall pay and perform every undertaking, agreement and covenant set forth in the Franchise Agreement and further guarantees every other liability and obligation of Franchisee to Fundraising U Franchising, whether or not contained in the Franchise Agreement. Guarantor shall render any payment or performance required under the Franchise Agreement or any other agreement between Franchisee and Fundraising U Franchising upon demand from Fundraising U Franchising. Guarantor waives (a) acceptance and notice of acceptance by Fundraising U Franchising of this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations of Franchisee; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; (d) any right Guarantor may have to require that an action be brought against Franchisee or any other person or entity as a condition of liability hereunder; (e) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of the execution of and performance under this Guaranty by the undersigned; (f) any law which requires that Fundraising U Franchising make demand upon, assert claims against or collect from Franchisee or any other person or entity (including any other guarantor), foreclose any security interest, sell collateral, exhaust any remedies or take any other action against Franchisee or any other person or entity (including any other guarantor) prior to making any demand upon, collecting from or taking any action against the undersigned with respect to this Guaranty; and (g) any and all other notices and legal or equitable defenses to which Guarantor may be entitled.

2. Confidential Information. With respect to all Confidential Information Guarantor shall (a) adhere to all security procedures prescribed by Fundraising U Franchising for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Business; (c) not use any such information in any other business or in any manner not specifically authorized or approved in writing by Fundraising U Franchising, (d) exercise the highest degree of diligence and make every effort to maintain the confidentiality of all such information during and after the term of the Franchise Agreement, (e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or

use of Confidential Information. Guarantor acknowledges that all Confidential Information is owned by Fundraising U Franchising or its affiliates (except for Confidential Information which Fundraising U Franchising licenses from another person or entity). Guarantor acknowledges that all customer data generated or obtained by Guarantor is Confidential Information belonging to Fundraising U Franchising. This Section will survive the termination or expiration of the Franchise Agreement indefinitely.

3. Covenants Not to Compete.

(a) Restriction - In Term. During the term of the Franchise Agreement, Guarantor shall not directly or indirectly have any ownership interest in, or be engaged or employed by, any Competitor.

(b) Restriction – Post Term. For two years after the Franchise Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer by Guarantor), Guarantor shall not directly or indirectly have any ownership interest in, or be engaged or employed by, any Competitor operating in any of Franchisee's Territory or the territory of any other Fundraising University business operating on the date of termination or transfer, as applicable.

(c) Interpretation. Guarantor agrees that each of the foregoing covenants is independent of any other covenant or provision of this Guaranty or the Franchise Agreement. If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any court, then the parties intend that the court modify such restriction to the extent reasonably necessary to protect the legitimate business interests of Fundraising U Franchising. Guarantor agrees that the existence of any claim it or Franchisee may have against Fundraising U Franchising shall not constitute a defense to the enforcement by Fundraising U Franchising of the covenants of this Section. If Guarantor fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

4. Employee Recruitment. During the term of the Franchise Agreement and for one year after termination, transfer, or expiration of the Franchise Agreement, Guarantor shall not knowingly employ or seek to employ or engage as an independent contractor any person then employed by Fundraising U Franchising or its affiliates.

5. Modification. Guarantor agrees that Guarantor's liability hereunder shall not be diminished, relieved or otherwise affected by (a) any amendment of the Franchise Agreement, (b) any extension of time, credit or other indulgence which Fundraising U Franchising may from time-to-time grant to Franchisee or to any other person or entity, or (c) the acceptance of any partial payment or performance or the compromise or release of any claims.

6. Governing Law; Dispute Resolution. This Guaranty shall be governed by and construed in accordance with the laws of the state of Kansas (without giving effect to its principles of conflicts of law). The parties agree that any Kansas law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 6. The provisions of Article 17 (Dispute Resolution) of the Franchise Agreement apply to and are incorporated into this Guaranty as if fully set forth herein.

Guarantor shall pay to Fundraising U Franchising all costs incurred by Fundraising U Franchising (including reasonable attorney fees) in enforcing this Guaranty. If multiple Guarantors sign this Guaranty, each will have joint and several liability.

Agreed to by:

_____
Name: _____
Address: _____
_____
_____
Date: _____

_____
Name: _____
Address: _____
_____
_____
Date: _____

_____
Name: _____
Address: _____
_____
_____
Date: _____

Attachment 3 to Franchise Agreement
TERRITORY

Attachment 4 to Franchise Agreement
CONFIDENTIALITY AND NON-COMPETE AGREEMENT

This Confidentiality and Non-Compete Agreement (the "Agreement") is made and entered into this _____, by _____ _____, a(n) _____ _____ ("Franchisee"), a franchisee of Coaching Matters, LLC, a Wyoming limited liability company ("Franchisor"), and _____, an individual ("Covenantor") in connection with an Franchise Agreement dated.

WHEREAS, Franchisee and Franchisor are parties to a franchise agreement dated _____ _____ (the "Franchise Agreement"), whereby Franchisor has granted Franchisee the right to use certain trademarks, including, the registered trademark "Fundraising University" and design mark, and certain proprietary products, services, promotions and methods (the "System") for the establishment and operation of Fundraising University outlets;

WHEREAS, in connection with his or her duties, it will be necessary for Covenantor to have access to some or all of the confidential information, knowledge, know-how, techniques, contents of the Fundraising University operations manual and other materials used in or related to the System and/or concerning the methods of operation of the System (collectively referred to as "Confidential Information");

WHEREAS, the Confidential Information provides economic advantages to Franchisor and licensed users of the System, including Franchisee;

WHEREAS, Franchisee has acknowledged the importance of restricting the use, access and dissemination of the Confidential Information, and Franchisee therefore has agreed to obtain from Covenantor a written agreement protecting the Confidential Information and further protecting the System against unfair competition; and

WHEREAS, Covenantor acknowledges that receipt of and the right to use the Confidential Information constitutes independent valuable consideration for the representations, promises and covenants made by Covenantor herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

1. Confidentiality Agreement.

a. Covenantor shall, at all times, maintain the confidentiality of the Confidential Information and shall use such Confidential Information only in the course of his or her employment by or association with Franchisee in connection with the operation of a Fundraising University franchised business under the Franchise Agreement.

b. Covenantor shall not at any time make copies of any documents or compilations containing any of the Confidential Information without Franchisor's express written permission.

c. Covenantor shall not at any time disclose or permit the disclosure of the Confidential Information except, and only then to the limited extent necessary, to those employees of Franchisee for training and assisting such employees in the operation of the Fundraising University franchised business.

d. Covenantor shall surrender any material containing some or all of the Confidential Information to Franchisee or Franchisor, upon request, or upon termination of employment or association with Franchisee.

e. Covenantor shall not at any time, directly or indirectly, do any act or omit to do any act that would or would likely be injurious or prejudicial to the goodwill associated with the System.

f. Covenantor agrees that no Confidential Information may be reproduced, in whole or in part, without written consent.

2. Covenants Not to Compete.

a. In order to protect the goodwill and unique qualities of the System, and in consideration for the disclosure to Covenantor of the Confidential Information, Covenantor further agrees and covenants that during Covenantor's employment or association with Franchisee, Covenantor shall not, for Covenantor or through, on behalf of or in conjunction with any person or entity:

(i) divert, or attempt to divert, any business or customer of the Fundraising University franchised business or of other franchisees in the System to any competitor, by direct or indirect inducement or otherwise, or

(ii) participate as an owner, partner, director, officer, employee, consultant or agent or serve in any other capacity in any fundraising business substantially similar to the System.

b. In further consideration for the disclosure to Covenantor of the Confidential Information and to protect the goodwill and unique qualities of the System, Covenantor further agrees and covenants that, upon the termination of Covenantor's employment or association with Franchisee and continuing for twenty-four (24) months thereafter, Covenantor shall not, for Covenantor or through, on behalf of or in conjunction with any person or entity:

(i) divert, or attempt to divert, any business or customer of the Fundraising University franchised business or of other franchisees in the Fundraising University System to any competitor, by direct or indirect inducement or otherwise, or

(ii) participate as an owner, partner, director, officer, employee, or consultant or serve in any other managerial, operational or supervisory capacity in any fundraising business within Franchisee's Territory or the territory of any other Fundraising University business operating on the date of termination of Covenantor's employment or association with Franchisee.

c. The parties acknowledge and agree that each of the covenants contained herein are reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or other business interests of Franchisor.

d. If the period of time or the geographic scope specified Section 2.b. above, should be adjudged unreasonable in any proceeding, then the period of time will be reduced by such number of months or the geographic scope will be reduced by the elimination of such portion thereof, or both, so that such restrictions may be enforced for such time and scope as are adjudged to be reasonable. In addition, Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement or any portion thereof, without Covenantor's or Franchisee's consent, effective immediately upon receipt by Covenantor of written notice thereof, and Covenantor agrees to forthwith comply with any covenant as so modified.

3. General.

a. Franchisee shall take full responsibility for ensuring that Covenantor acts as required by this Agreement.

b. Covenantor agrees that in the event of a breach of this Agreement, Franchisor would be irreparably injured and be without an adequate remedy at law. Therefore, in the event of such a breach, or threatened or attempted breach of any of the provisions hereof, Franchisee is obligated to enforce the provisions of this Agreement and shall be entitled, in addition to any other remedies that are made available to it at law or in equity, to a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm and without being required to furnish a bond or other security.

c. Covenantor agrees to pay all expenses (including court costs and reasonable attorneys' fees) incurred by Franchisor and Franchisee in enforcing this Agreement.

d. Any failure Franchisee to object to or take action with respect to any breach of any provision of this Agreement by Covenantor shall not operate or be construed as a waiver of or consent to that breach or any subsequent breach by Covenantor.

e. THIS AGREEMENT SHALL BE INTERPRETED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF KANSAS. COVENANTOR HEREBY IRREVOCABLY SUBMITS HIMSELF OR HERSELF TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS OF THE SUCH OF KANSAS. COVENANTOR HEREBY WAIVES ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. COVENANTOR HEREBY AGREES THAT SERVICE OF PROCESS MAY BE MADE UPON COVENANTOR IN ANY PROCEEDING RELATING TO OR ARISING UNDER THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY KANSAS OR FEDERAL LAW. COVENANTOR FURTHER AGREES THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE IN THE STATE OF KANSAS; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION THAT INCLUDES INJUNCTIVE RELIEF OR OTHER EXTRAORDINARY RELIEF, FRANCHISOR OR FRANCHISEE MAY BRING SUCH ACTION IN ANY COURT IN ANY STATE THAT HAS JURISDICTION.

f. The parties agree that each of the foregoing covenants contained herein shall be construed as independent of any other covenant or provision of this Agreement.

g. Covenantor acknowledges and agrees that each of the covenants contained herein will not impose any undue hardship on Covenantor since Covenantor has other considerable skills, experience and education which affords Covenantor the opportunity to derive income from other endeavors.

h. This Agreement contains the entire agreement of the parties regarding the subject matter hereof. This Agreement may be modified only by a duly authorized writing executed by all parties.

i. All notices and demands required to be given hereunder shall be in writing, and shall be delivered personally or by certified or registered mail, postage prepaid, addressed to the party for whom intended, and shall be deemed given on the date of delivery or the date delivery is refused. All such notices shall be addressed to the party to be notified at the following addresses:

If directed to Franchisee:

_____

_____

If directed to Covenantor:

_____

_____

Any change in the foregoing addresses shall be effected by giving written notice of such change to the other parties.

j. Franchisor is an intended third-party beneficiary of this Agreement, and Franchisor may take whatever action it deems necessary to enforce Covenantor's obligations hereunder. The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and shall inure to the benefit of its respective affiliates, successors and assigns.

k. The respective obligations of Franchisee and Covenantor hereunder may not be assigned by Franchisee or Covenantor, without the prior written consent of Franchisor.

IN WITNESS WHEREOF, the undersigned have entered into this Confidentiality and Non-Compete Agreement as witnessed by their signatures below.

FRANCHISEE:

_____

By: _____
Name: _____
Title: _____

COVENANTOR:

_____

Name: _____

Attachment 5 to Franchise Agreement
FUNDRAISING UNIVERSITY AMBASSDOR AGREEMENT

AMBASSADOR COMMISSIONED REPRESENTATIVE AGREEMENT

This Ambassador Commissioned Representative Agreement ("Agreement") is hereby made, executed, effectuated and entered into on _____by and between Stolen Base, Inc. (d/b/a "Fundraising University") and _____ ("Representative")(_____), pursuant to the terms, provisions, conditions and covenants set forth herein.

RECITALS

WHEREAS, Fundraising University is a Kansas corporation, in good standing, with its principal place of business in Overland Park, Johnson County, Kansas. Fundraising University is authorized to conduct, and in fact conducts business within and across the United States of America.

WHEREAS, Fundraising University is a national fundraising company that assists athletic teams in the raising of funds for their respective athletic programs. Fundraising University is engaged in the developing, producing, promoting, marketing and sale of various fundraising products ("Products") to schools, merchants, and other organizations ("Clients") in conjunction with its fundraising business. In exchange for such services, Fundraising University receives a percentage of the total sales accomplished by its Clients.

WHEREAS, Fundraising University provides specialized training and information to independent contractor sales Representatives, as set forth in detail herein, in order to enable such sales Representatives to solicit and work with Fundraising University's Clients in the sale and marketing of Fundraising University's Products.

WHEREAS, Representative desires to serve as an independent contractor sales Representative for Fundraising University in the promotion, marketing and sale of Fundraising University's Products to Fundraising University's Clients within Representative's assigned territory, as set forth in detail herein ("Territory"). Representatives shall receive compensation in conjunction with all such services performed for and/or on behalf of Fundraising University, as set forth in detail herein.

WHEREAS, Fundraising University and Representative have engaged in negotiations and discussions regarding Representative's association and relationship with Fundraising University, and desire that this Agreement fully and completely memorialize and effectuate the terms, provisions, conditions and covenants of such understanding and agreement.

NOW THEREFORE, in consideration of the terms, provisions, conditions and covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Fundraising University and Representative hereby agree, and state as follows:

1. DUTIES. Representatives shall use its best efforts to promote, solicit, market, and sell Fundraising University's Products to Fundraising University's Clients. Representative agrees to promote, solicit, market and sell Fundraising University's Products to Fundraising University's Clients in full and complete accordance with Fundraising University's policies, rules and regulations.

Representative agrees to conduct any and all activities necessary to successfully fulfill Fundraising University's Business Plan 2021 including, but not necessarily limited to, conducting and/or performing any and all Professional Visits, merchants, One Week Telephone Calls, Coach Meetings, Kick-Offs, Checkpoints, Blitzes and other activities set forth within the Business Plan 2021. Fundraising University shall have the sole and unabridged authority and discretion to determine any and all activities necessary to successfully fulfill Fundraising University's Business Plan 2021.

Fundraising University shall have the sole and unabridged authority and discretion to create, establish and/or modify any and all of Fundraising University's policies, rules and/or regulations, at any time whatsoever, that Fundraising University deems appropriate for the successful completion of Fundraising University's Mission Statement and Business Plan 2021 objectives. Representative agrees to abide by, follow and adhere to any and all such policies, rules and/or regulations created, established and/or modified by Fundraising University, at any time whatsoever.

Representative agrees to act in accordance with any and all Fundraising University Reporting guidelines, as established at the sole discretion of Fundraising University, including, but not necessarily limited to, the timely completion of the Accounting Summary for any and all Fundraising University Products sold and/or for any and all business conducted with Fundraising University's Clients.

2. TERRITORY. Representative's Territory shall be defined in Addendum B with specific schools listed in the _____ territory. Representative shall only have authorization to contact and/or conduct business with those schools, merchants and/or organizations found within Representative's Territory and expressly set forth and shall not act for and/or on behalf of Fundraising University for any reason whatsoever in any other geographic region whatsoever, absent the prior, express, written consent of Fundraising University.

Should Representative desire to conduct business outside of Representative's Territory, Representative shall make a formal, written request to Fundraising University, expressly enumerating the schools, merchants and/or organizations that Representative intends to conduct business with, the nature of such business, and an anticipated projection as to the amount of sales and profit expected from such business. The representative shall not act for and/or on behalf of Fundraising University for any reason whatsoever with such schools, merchants and/or organizations until Fundraising University expressly approves the same, in writing.

3. COMPENSATION. 100% of compensation is commission based, no part of the compensation is deemed to be a guaranteed salary. Representative acknowledges that terminating this contract (or breach by abandonment) without giving 90 day notice, OR not running any contracted fundraisers, will result in all advanced commissions paid to be repaid back to the company immediately.

4. COMPENSATION SCHEDULE- SEE ATTACHED ADDENDUM A

5. INDEPENDENT CONTRACTOR. Representative shall work solely on an independent contractor basis with Fundraising University and is not an employee of Fundraising University in any way whatsoever. Fundraising University shall not withhold any amounts whatsoever from Representative's compensation for income tax, social security and/or other deductions, and shall not provide Representatives with any health, medical, dental, workers' compensation and/or other insurance benefits.

Fundraising University shall not provide a Representative with any office and/or storage facilities, vehicles, tools and/or equipment. Following the termination of Representative's affiliation with Fundraising University, Representative shall not be able to claim any unemployment benefits whatsoever in conjunction with Representative's affiliation with Fundraising University.

The Representative shall have the freedom to pursue other professional endeavors, provided they are not in direct competition, or create a conflict of interest with Fundraising University. Moreover, the Representative understands, while they have flexibility granted to them as an independent contractor, there is a reasonable expectation and mutual understanding that the responsibilities and duties of this role will occupy significant time during the day, and after business hours, in order to meet and exceed the financial commitment given to this role and position. Failure to dedicate the necessary time commitment needed for success, and or pursuit of competitive/conflict of interest opportunities, shall be considered a breach of contract.

6. TERM. This Agreement shall last for a period of one (1) calendar year, beginning on, and effective as of, _____. Thereafter, this Agreement shall continue on a year-to-year automatic renewal basis yearly each January 1st, without the need of either Fundraising University or Representative to take affirmative steps to effectuate such renewal.

7. REPORTING. Representative shall act in accordance with any and all Fundraising University Reporting guidelines, as established at the sole discretion of Fundraising University, including, but not necessarily limited to, the timely completion of the Accounting Summary for any and all Fundraising University Products sold and/or for any and all business conducted with Fundraising University's Clients.

8. TRAINING. Fundraising University shall provide Representative with any and all training, advice, tutelage, counsel, teaching and/or mentoring necessary in order to enable Representative to solicit and work with Fundraising University's Clients in the sale of Fundraising University's Products. The extent, duration, and method of such training shall be at Fundraising University's sole discretion. As deemed appropriate by Fundraising University. The Representative acknowledges that if they terminate this agreement prior to the end of the initial training period (30 days from official start date) that they must pay Fundraising University $1,500 and any/all advanced draw they have received during that period.

9. TERMINATION FOR CAUSE. Should Representative engage in any unlawful activity, engage in any acts of dishonesty and/or moral turpitude, be charged and/or convicted of any misdemeanor and/or felony crime, violate any Fundraising rule and/or regulation, fail to follow any Fundraising University procedure and/or policy, or fail to meet the performance expectations and standards of Fundraising

University (as outlined in addendum C of this agreement) Fundraising University shall possess the immediate right to terminate Representative's affiliation and independent contractor status with Fundraising University.

10. PROPRIETARY RIGHTS. All data, work papers, bills, source codes, object codes, compilations, flow charts, notes, diagrams, documents, records, Reports and/or work product of any other kind whatsoever, generated and/or developed in conjunction with Fundraising University's business, shall be deemed the sole intellectual property of Fundraising University, and any and all rights, titles and/or interest whatsoever therein shall vest exclusively in, and be retained by, Fundraising University.

11. CONFIDENTIALITY. Representative acknowledges that it may, during the period in which it works with Fundraising University, become aware of, and/or have access to, confidential, proprietary and/or trade secret information, both tangible and intangible, of Fundraising University ("Confidential Information"). In this regard, Fundraising University is the owner of trade secrets directly associated with, and compromising a valuable asset of, Fundraising University's business, consisting of information that is not generally known, and from which Fundraising University derives an economic benefit, including, but not necessarily limited to, customer lists (including names, locations of, attributes, requirements, special needs and/or agreements with), customer leads, personnel and work history (including sales commission and/or bonus data), recruiting leads, sales projections, product pricing information, contemplated new products and/or services, advertising campaigns, marketing campaigns, publicity campaigns, market research, analysis, training techniques, sales techniques and accounting techniques (e.g., reconciliation and Reporting forms and systems). Confidential Information specifically includes the totality of Fundraising University's system, which includes compilations of information, materials and training, and sales and accounting techniques for the Territory in which Representative works in the performance of its duties; even though individual aspects of such information may be independently discoverable through legitimate means.

Representative acknowledges that its services in working with Fundraising University to promote, solicit, market, and sell Fundraising University's Products are special and unique, and that while performing these services, Representatives will receive specialized training techniques and access to such Confidential Information. Representative also acknowledges and agrees that Fundraising University has a legitimate business interest in these relationships and that Representative will receive access to Fundraising University's Clients solely to enable Representative to work with such Clients on behalf of Fundraising University.

Representative agrees to maintain, in strict and unabridged confidence, any and all such Confidential Information disclosed to, acquired by, and/or realized by Representative in conjunction with this Agreement, and/or the discharge of Representatives duties with Fundraising University. Representative agrees that it will not, for any reason whatsoever, without the advanced written consent of Fundraising University, use the Confidential Information for any purpose other than to enable Representative to promptly complete the duties imposed upon Representative by the terms, provisions, conditions, and covenants of this Agreement, or as required and/or compelled by law.

Upon termination of this Agreement for any reason, Representative shall promptly deliver to Fundraising University any and all documents relating to any and all Confidential Information of Fundraising University, together with any and all copies and/or other Reproductions thereof made by Representative and/or in the possession and/or control of Representative. Representative acknowledges that all such Confidential Information is and shall remain the sole and separate intellectual property of Fundraising University. Representatives agree that all such Confidential Information may not be utilized and/or disclosed unless expressly authorized, in advance and via writing, by Fundraising University, and/or as required and/or compelled by law. The terms, provisions, conditions, and covenants of this Paragraph shall survive any termination of this Agreement.

If Representative is legally compelled, whether by Deposition, Interrogatory, Request For Production, Request For Admission, Subpoena, Civil Investigation, Court Order, demand and/or similar legal process to disclose any of the Confidential Information, Representative shall immediately notify Fundraising University, in advance and via writing, of such requirement so that Fundraising University may seek a Protective Order and/or other appropriate legal remedy, and/or waive compliance with the provisions thereof. Failing the entry of a Protective Order and/or the receipt of a waiver hereunder by Fundraising University, Representative may disclose, without liability hereunder, that portion, but only that portion, of the Confidential Information that Representative has been advised by written opinion of legal counsel that Representative is legally compelled to disclose.

12. INDEMNIFICATION. Representative shall defend, indemnify and hold harmless Fundraising University, as well as any and all parent entities, subsidiary entities, directors, supervisors, officers, shareholders, members, employees, insurers, agents, attorneys, adjusters, successors, heirs, executors, administrators and/or other Representatives of Fundraising University, from and against any and all claims, demands, complaints, petitions, causes of action, lawsuits, liabilities, costs, expenses (including reasonable attorneys' fees), damages and awards arising out of, or resulting from, services performed by Fundraising University and/or Representative in conjunction with this Agreement, and/or Representative's discharge of duties for Fundraising University.

13. INJUNCTIVE RELIEF. Representative acknowledges that the use, Reproduction and/or disclosure of the Confidential Information in a manner inconsistent with this Agreement could potentially cause Fundraising University irreparable harm and/or damage, that monetary damages would not adequately compensate Fundraising University for any breach of this Agreement, and that Fundraising University would sustain irreparable harm in conjunction with the same. Fundraising University shall have the right to equitable and/or injunctive relief to prevent such unauthorized use, Reproduction and/or disclosure, and to such damages as are occasioned by such unauthorized use, Reproduction and/or disclosure; provided that such use, Reproduction and/or disclosure is not compelled by law, as set forth herein.

14. Liquidated Damages. Should the Representative breach this Agreement, the Representative shall pay Fundraising University Seventy-Five Thousand and No Cents ($75,000.00) as liquidated damages, representing a reasonable estimate of the value of the training and receipt of Confidential Information provided by Fundraising University to the Representative. This $75,000 number is a Representative recognizes that difficulty in determining the monetary damages Fundraising University would suffer in the

event of Representative's breach of this Agreement, and has agreed upon this formula for liquidated damages as a reasonable forecast of such damages; not as a penalty. Representative further acknowledges and agrees that the liquidated damages described herein cannot fully compensate Fundraising University for its damages, and, therefore, said liquidated damages are in addition to any and all other remedies that Fundraising University may pursue, including, but not necessarily limited to, injunctive relief and statutory and common law causes of action.

15 Non-solicitation. While Representative is working with Fundraising University to promote, solicit and sell Fundraising University Products, and for a period of twenty-four (24) calendar months after termination of its relationship with Fundraising University, Representative shall not:

a. Employ, attempt to employ, solicit and/or engage for employment by any other person and/or entity any Fundraising University employees;

b. Encourage any consultant, independent contractor (including, without limitation, other Fundraising University sales Representatives) or any other person and/or entity to end their relationship or stop doing business with Fundraising University, or help any person or entity to do so or attempt to do so; and/or,

c. Solicit, directly and/or indirectly, or do any fundraising business with any Fundraising University client within Representative's territory worked in by Representative to promote, solicit and sell Fundraising University products.

d. In situations where a Fundraising University client contacts the Representative, after the termination of this contract, the Representative shall either pass that information off to another Fundraising University or direct the client to contact Fundraising University directly. The Representative shall not disclose, under any circumstances, the nature or reason for the termination of this contract.

16. Non-competition. While Representative is working with Fundraising University to promote, solicit and sell Fundraising University Products, and for a period of twenty-four (24) calendar months after termination of its relationship with Fundraising University, Representative shall not:

a. Plan for, acquire any financial interest in, or perform services for any business that would require Representative to use or disclose any Confidential Information, or,

b. Carry on or engage in a business that involved the promotion, solicitation and/or sale of any type of product offered by Fundraising University within the Representative's territory worked in by Representative to promote, solicit and sell Fundraising University products.

17. Acknowledgment Of Consideration. Fundraising University and Representative acknowledge and agree that Fundraising University's provision to Representative of training, Confidential Information, compensation, and the opportunity for Representative to promote, solicit and sell Fundraising University products is adequate and sufficient consideration for this Agreement.

18. BACKGROUND. Given the nature of Fundraising University's fundraising business in working with youths and students, and the responsibility incumbent on Representatives to handle the funds of Fundraising University and Fundraising University's Clients, Representative Represents and warrants that none of the following have ever occurred or, if it has, that the circumstances have been fully disclosed to Fundraising University: (1) charged, prosecuted for, and/or incurred a criminal record, (2) accused of and/or prosecuted for child sexual abuse; or, (3) accused of and/or prosecuted for financial mismanagement, including embezzlement. Representative authorizes Fundraising University to complete a full background check on Representative in conjunction with this Agreement and Representative's discharge of duties for Fundraising University.

19. ASSIGNMENT. Representatives shall not assign any of its rights and/or obligations under this Agreement to any other party, without the advanced written consent of Fundraising University.

20. NOTICE. Any notice, demand and/or other communication required and/or permitted by any provision of this Agreement shall be deemed to have been sufficiently given and/or served for all purposes when delivered in person, and/or sent by registered or certified mail, return receipt requested, all postage and other charges Prepaid, as follows:

If to Fundraising University:
c/o Michael C. Bahun
7111 West 158th Street, #36
Overland Park, KS 66223

Stolen Base, Inc.

If to Representative:
% _____

_____

Or at such other addresses as may be designated by notice from such party to the other party, pursuant to the terms, provisions, conditions and covenants of this Paragraph.

21. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding among and between Fundraising University and Representative and is the final expression of the full and final agreement reached between Fundraising University and Representative. No evidence of oral and/or other written promises shall be binding upon either Fundraising University or Representative. All other prior agreements and/or understandings related to the subject hereof among and between Fundraising University and Representative, whether written or oral, shall be null and void and of no further force and/or effect upon the execution of this Agreement. Fundraising University and Representative agree and assert that this Agreement sets forth any and all terms, provisions, conditions and covenants governing all matters contemplated herein, constitutes a valid, binding and fully integrated contract, and shall be interpreted solely by the "four corners" of this written document.

22. MODIFICATION. This Agreement may not be supplemented, amended, modified and/or otherwise altered except by a written instrument executed by both Fundraising University and Representative, and no

course of dealing and/or trade usage between the parties shall be effective to supplement, amend, modify and/or alter this Agreement.

23. WAIVER. The failure to enforce and/or to require the performance at any time of any of the provisions of this Agreement herein shall in no way be construed to be a waiver of such provisions and shall not affect either the validity of this Agreement, any part hereof, or the right of any party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

24. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, and shall inure to the benefit of, Fundraising University and Representative, along with any and all parent entities, subsidiary entities, directors, supervisors, officers, shareholders, members, employees, agents, attorneys, adjusters, successors, heirs, executors, administrators and/or other Representatives of Fundraising University and Representative. Fundraising University and its successors and assigns are the intended beneficiary of the terms and obligations imposed on Representative under this Agreement and shall be entitled to all of the rights and privileges associated with such third-party-beneficiary status, including, but not necessarily limited to, standing and the right to enforce the Agreement against Representative, as may be necessary, at the sole discretion of Fundraising University.

25. GOVERNING LAW. This Agreement shall be governed under, and construed in accordance with, the laws of the State of Kansas. Kansas law governs any and all questions relating to the validity, interpretation, performance and/or enforcement of this Agreement. Fundraising University and Representative, along with their successors and assigns, are all subject to personal jurisdiction in the County, State and Federal courts of Kansas, and venue is appropriate within the same.

26. SEVERABILITY. Fundraising University and Representative acknowledge and agree that the restrictions set forth in this Agreement are reasonable and enforceable. If, however, after the date of the execution of this Agreement, any provision of this Agreement is held and/or found to be illegal, invalid and/or unenforceable, such illegal, invalid and/or unenforceable provision shall be fully severable, and Fundraising University and Representative shall jointly add a provision similar in terms to such illegal, invalid and/or unenforceable provision as may be legal, valid and/or enforceable. Fundraising University and Representative further agree that any rule of law requiring ambiguities to be construed against the drafter hereof shall be null and void when interpreting a provision herein.

27. CAPTIONS. The captions and/or headings appearing in this Agreement are included solely for convenience of reference and shall not be construed and/or interpreted to affect the meaning and/or interpretation of this Agreement.

28. COUNTERPARTS. This Agreement shall be executed in any number of counterparts, each of which shall be deemed an original, and together shall constitute one (1) single, binding, legal document and/or instrument.

29. COOPERATION. Fundraising University and Representative agree to take whatever steps necessary, and to execute whatever documents and/or instruments necessary, to fully complete, effectuate

and consummate the terms of this Agreement, or the intent of this Agreement concerning the matters contemplated herein.

30. REPRESENTATIONS. Fundraising University and Representative agree and assert that no other party, nor their agents, Representatives and/or attorneys, have made any Representations whatsoever to Fundraising University and/or Representative concerning the terms and effects of this Agreement, other than as expressly contained herein.

31. ARBITRATION. Should a dispute arise between Fundraising University and Representative in connection with this Agreement, and/or the services and duties to be performed thereunder, the parties agree to undergo arbitration in Overland Park, Kansas, in accordance with the American Arbitration Association's Commercial Finance Arbitration Rules.

32. Attorney's Fees. The prevailing party in any action brought to enforce or interpret this Agreement shall be awarded reasonable attorney's fees and costs.

33. INDEPENDENT COUNSEL. Fundraising University and Representative acknowledge and agree that they have had ample opportunity to review this Agreement, as well as to seek the advice of independent legal counsel in conjunction with the same.

34. FREE WILL. Fundraising University and Representative agree and state that they have completely and fully read and reviewed this Agreement in its entirety, that they have been fully advised by their respective legal counsel with respect to the terms of this Agreement, that they completely and fully know and understand the contents of this Agreement, and that they sign and execute this Agreement of their own respective free will, desire, act, deed, volition and/or accord.

NOW THEREFORE, AND IN WITNESS WHEREOF, Fundraising University and Representative have caused this Agreement to be fully executed and entered into by persons fully authorized to act on behalf of Fundraising University and Representative, respectively, on _____.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE FULLY ENFORCED BY THE PARTIES

STOLEN BASE, INC.

By: _____
Michael C. Bahun

Title: President

Date: _____

By: _____

Title: Ambassador Commissioned Representative (_____)

Date: _____

Addendum A
Fundraising University Business Plans

Ambassador Commissioned Representative

2024 Rep Goals - TBD
Rep Name: _____

Compensation for 2024:
Fundraising University will compensate _____ a 15% Commission on the Total Gross Sales for each successfully completed Fund-U-Now fundraiser, run from start to finish, with resign, by this Ambassador Representative.

_____ will receive a 5% commission on Total Gross Sales for any group that is referred by the Ambassador Coach, but ran by a Fundraising University representative.

Pay periods, for Fundraising University, are on the 1st and 15th of each month.

Addendum B
Territory

Attachment 6 to Franchise Agreement
PROVISIONS APPLICABLE TO SBA FINANCING

For the purpose of Franchisee's application for funding from a lender in which funding is provided with the assistance of the U. S. Small Business Administration (the "SBA"), and at all times that the SBA has an interest in any SBA-assisted financing provided to Franchisee, Franchisor and Franchisee agree as follows:

1. With respect to a partial interest in the Franchised Business, Franchisor may exercise its option to purchase or its right of first refusal only if the proposed transferee is not a current owner or family member of a current owner of Franchisee.

2. If Franchisor's consent is required for any transfer (full or partial) of the Franchised Business, Franchisor will not unreasonably withhold such consent.

3. If Franchisee owns the real estate where the Franchised Business operates, Franchisee will not be required to sell the real estate upon default or termination of the Franchise Agreement, but Franchisee may be required to lease the real estate for the remainder of the Term (excluding additional renewals) for fair market value.

4. If Franchisee owns the real estate where the Franchised Business operates, Franchisor has not and will not during the Term of the Franchise Agreement record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental indemnification, control or use restrictions. If any such restrictions are currently recorded against Franchisee's real estate, they must be removed in order for Franchisee to obtain SBA financial assistance.

5. If Franchisee owns the real estate where the Franchised Business operates, the right of Franchisor to assume Franchisee's lease has not and will not during the Term of the Franchise Agreement be recorded against the real estate and may not include any attornment language unless it is subordinated to any SBA financial assistance.

6. For other than regularly scheduled payments and payments otherwise authorized in the Franchise Agreement, Franchisor does not have the authority to unilaterally share, commingle, or withdraw funds from Franchisee's bank account.

7. The Franchise Agreement does not prevent Franchisee from having meaningful oversight over the operations of the Franchised Business. Meaningful oversight includes the authority to:

i. Approve the annual budget of the Franchised Business;
ii. Have control over the bank accounts of the Franchised Business; AND
iii. Have oversight over the employees operating the Franchised Business (who must be employees of Franchisee).

Franchisee agrees that the Franchise Agreement does not prevent Franchisee from having meaningful oversight over the operations of the Franchised Business by requiring Franchisee to comply with quality, marketing, and operations standards that govern Franchisee's use of Franchisor's System.

EXHIBIT C

FORM OF GENERAL RELEASE

[This is our current standard form of General Release. This document is not signed when you purchase a franchise. In circumstances such as a renewal of your franchise or as a condition of our approval of a sale of your franchise, we may require you to sign a general release.]

This General Release ("Release") is executed by the undersigned ("Releasor") in favor of Coaching Matters, LLC, a Missouri limited liability company ("Fundraising U Franchising").

Background Statement: [describe circumstances of Release]

Releasor agrees as follows:

1. Release. Releasor (on behalf of itself and its parents, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, managers, members, partners, agents, and employees (collectively, the "Releasing Parties")) hereby releases Fundraising U Franchising, its affiliates, and their respective directors, officers, shareholders, employees, and agents (collectively, the "Released Parties") from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature, known or unknown, which any Releasing Party now has or ever had against any Released Party based upon and/or arising out of events that occurred through the date hereof, including without limitation, anything arising out of the Franchise Agreement (collectively, "Claims").

2. Covenant Not to Sue. Releasor (on behalf of all Releasing Parties) covenants not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any Released Party with respect to any Claim.

3. Representations and Acknowledgments. Releasor represents and warrants that: (i) Releasor is the sole owner of all Claims, and that no Releasing Party has assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim; (ii) Releasor has full power and authority to sign this Release; and (iii) this Release has been voluntarily and knowingly signed after Releasor has had the opportunity to consult with counsel of Releasor's choice. Releasor acknowledges that the release in Section 1 is a complete defense to any Claim.

4. Miscellaneous. If any of the provisions of this Release are held invalid for any reason, the remainder of this Release will not be affected and will remain in full force and effect. In the event of any dispute concerning this Release, the dispute resolution, governing law, and venue provisions of the Franchise Agreement shall apply. Releasor agrees to take any actions and sign any documents that Fundraising U Franchising reasonably requests to effectuate the purposes of this Release. This Release contains the entire agreement of the parties concerning the subject matter hereof. This Release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

WASHINGTON STATE FRANCHISEES: THIS RELEASE SHALL NOT APPLY TO CLAIMS ARISING UNDER THE FRANCHISE INVESTMENT PROTECTION ACT, CHAPTER 19.100 RCW, OR THE RULES ADOPTED THEREUNDER IN ACCORDANCE WITH RCW 10.100.220(2).

Agreed to by:

_____

Name: _____

Date: _____

EXHIBIT D

FINANCIAL STATEMENTS

Coaching Matters, LLC

(A Wyoming Limited Liability Company)

Financial Statements with Report of Independent Auditors
December 31, 2024, 2023 and 2022

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DA ADVISORY GROUP
CERTIFIED PUBLIC ACCOUNTANTS

Report of Independent Auditors

To the Members of
Coaching Matters, LLC

Opinion
We have audited the accompanying financial statements of Coaching Matters, LLC, a Wyoming Limited Company, which comprise the balance sheet as of December 31, 2024, December 31, 2023, and December 31, 2022 and the related statements of operations, changes in members' equity and cash flow for the years then ended and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2024, December 31, 2023 and December 31, 2022 and the results of its operations and its cashflows for the year ended December 31, 2024, December 31, 2023 and December 31, 2022 in accordance with accounting principles generally accepted in the United States of America.

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

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after February 21, 2024.

Auditors' Responsibilities for the Audit of the Financial Statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue and auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in aggregate, they would influence the judgment made by a reasonable user based on financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audits.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

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

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audits, significant audit findings, and certain internal control-related matters that we identified during the audits.

DA Advisory Group PLLC

Troy, MI
February 21, 2025

Coaching Matters, LLC
BALANCE SHEETS
As of December 31, 2024, 2023, and 2022

	2024	2023	2022
ASSETS			
Current assets:			
Cash and cash equivalents	$ 24,899	$ 800	$ -
Accounts receivable	40,708	327,514	19,581
Contract acquisition costs, current	31,684	147,000	108,936
Undeposited funds	20,669	2,406	-
Total current assets	117,960	477,720	128,517
Noncurrent assets:			
Contract acquisition costs	198,015	970,446	964,744
Due from related parties	940,000	-	-
Total noncurrent assets	1,138,015	970,446	964,744
Total assets	$ 1,255,975	$ 1,448,166	$ 1,093,261
LIABILITIES AND MEMBERS' DEFICIT			
Current liabilities:			
Accounts payable	$ 31,944	$ 94,491	$ 1,662
Credit card	56,941	59,942	-
Deferred revenue - current portion	230,352	367,458	203,253
Unearned revenue	1,662	1,662	-
Total current liabilities	320,899	523,553	204,915
Noncurrent liabilities:			
Note payable - SBA loan	140,532	140,532	-
Deferred revenue - net of current portion	1,530,851	2,143,154	1,608,392
Total noncurrent liabilities	1,671,383	2,283,686	1,608,392
Total liabilities	1,992,282	2,807,239	1,813,307
Member's equity:			
Due from related party	(1,472,115)	(2,303,494)	(1,594,313)
Member's equity	735,808	944,421	874,267
Total member's deficit	(736,307)	(1,359,073)	(720,046)
Total liabilities and member's deficit	$ 1,255,975	$ 1,448,166	$ 1,093,261

see accompanying notes

Coaching Matters, LLC
STATEMENT OF OPERATIONS
For the years ended December 31, 2024, 2023, and 2022

	2024	2023	2022
Operating revenues:			
Royalties and marketing	$ 1,692,153	$ 908,916	$ 828,927
Franchise fee revenue	1,386,003	383,936	287,204
Franchise finance fees	-	195,871	-
Franchise meeting fees	32,765	130,771	-
Other revenue from franchisees	112,246	48,638	26,000
Total operating revenues	3,223,167	1,668,132	1,142,131
Operating expenses:			
Total operating expenses	2,519,200	1,297,628	597,310
Operating income	703,967	370,504	544,821
Other income (expense)			
Interest income (expense)	-	(8,219)	-
Total other income (expense)	1,905	(8,219)	-
Net Income	$ 705,872	$ 362,285	$ 544,821

see accompanying notes

Coaching Matters, LLC
STATEMENT OF MEMBER'S EQUITY
For the years ended December 31, 2024, 2023, and 2022

	Total Equity
BALANCE, DECEMBER 31, 2021	$ 470,163
Member contributions	-
Member distributions	(140,717)
Net income	544,821
BALANCE, DECEMBER 31, 2022	$ 874,267
Member contributions	299,143
Member distributions	(591,274)
Net income	362,285
BALANCE, DECEMBER 31, 2023	$ 944,421
Member contributions	163,319
Member distributions	(1,077,804)
Net income	705,872
BALANCE, DECEMBER 31, 2024	$ 735,808

see accompanying notes

Coaching Matters, LLC
STATEMENTS OF CASH FLOWS
For the years ended December 31, 2024, 2023, and 2022

	2024	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net Income	$ 705,872	$ 362,285	$ 544,821
Adjustments to reconcile net income to net cash:			
Recognition of deferred franchise fees	(1,386,003)	(383,936)	(287,204)
Recognition of contract acquisition costs	238,630	165,301	142,934
Change in:			
Accounts receivable	286,806	(307,933)	193,242
Undeposited funds	(18,263)	(2,406)	-
Deferred commissions	649,117	(209,067)	(153,066)
AP and accruals	(65,548)	152,771	(56,338)
Unearned revenue	-	1,662	-
Deferred revenue	(749,409)	1,082,903	425,601
Net cash provided by operating activities	(338,798)	861,580	809,990
CASH FLOWS FROM INVESTING ACTIVITIES:			
Purchases of property and equipment	-	-	-
Net cash used by investing activities	-	-	-
CASH FLOWS FROM FINANCING ACTIVITIES:			
Loan SBA	-	140,532	-
Due from related party	388,398	(709,181)	(701,046)
Other changes in equity	(25,501)	(292,131)	(140,717)
Net cash used in financing activities	362,897	(860,780)	(841,763)
Net change in cash and cash equivalents	$ 24,099	$ 800	$ (31,773)
Cash and cash equivalents at beginning of year	800	-	31,773
Cash and cash equivalents at end of year	$ 24,899	$ 800	$ -
Total cash and cash equivalents	$ 24,899	$ 800	$ -

see accompanying notes

1. Organization

Coaching Matters, LLC (the "Company") is a Wyoming limited liability company formed in August 2018. The Company was formed for the purpose of franchising fundraising companies under the trade name "Fundraising University" ® nationally in the United States.

For the periods ended December 31, 2024, 2023 and 2022, total capital contributions were $163,319, $299,143, and $0, respectively and total member distributions were $1,077,804, $591,274, and $140,717, respectively.

Below is the summary of agreements during the periods ended December 31, 2024, 2023 and 2022:

	2024	2023	2022
Agreements, beginning	32	30	24
Agreements signed	4	7	11
Agreements terminated	(7)	(5)	(5)
Agreements, ending	29	32	30
Franchise agreements	29	32	30
Affiliate owned locations	45	59	30

2. Summary of significant accounting policies and nature of operations

Basis of accounting
The Company prepares its financial statements on the accrual basis of accounting consistent with accounting principles generally accepted in the United States of America.

Cash and cash equivalents
Cash and cash equivalents include all cash balances on deposit with financial institutions and highly liquid investments with a maturity of three months or less at the date of acquisition. The Company maintains its cash in bank deposit accounts which could exceed federally insured limits. The Company has not experienced an instance where cash held in the account exceeded insured limits since their inception and have not had losses in such accounts. The Company believes it is not exposed to any significant credit risk on cash and cash equivalents.

Estimates
The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

2. Summary of significant accounting policies and nature of operations (continued)

In 2024, the Company recognized an additional $164,342 in revenue resulting from a change in estimate in variable considerations under ASC 606. This adjustment reflects updated assumptions regarding the timing and amount of revenue to be recognized from customer contracts and has been accounted for prospectively, with no impact on prior period financial statements

Revenue and expenses

The Company recognizes revenue under the guidance of ASC 606 "Contracts with Customers". The Company's revenue is principally generated through franchise agreements executed with the Company's franchisees. Each franchise agreement is comprised of several performance obligations.

The Company identifies those performance obligations, determines the contract price for each performance obligation, allocates the transaction price to each performance obligation and recognizes revenue when the Company has satisfied the performance obligation by transferring control of the good or service to the franchisee.

When a franchisee purchases a Coaching Matters franchise, the Company grants the franchisee the rights to operate in a designated area and to use the proprietary methods, techniques, trade dress, trademarks, and logos ("the license"). The license is considered to be symbolic intellectual property. Revenues related to the license are continuing royalties and are a flat monthly fee that ranges from $1,500 - $4,000 per month beginning in fourth month following the execution of the franchise agreement. These revenues will be used to continue the development of the Company's brand, the franchise system and provide ongoing support for the Company's franchisees over the term of the agreement. The royalties are billed monthly and are recognized as revenue when earned.

Revenue from initial fees is allocated to the performance obligations in the franchise agreement that are distinct from the territory and license rights. These primarily include training services, opening support services, opening marketing assistance and franchisee acquisition and acceptance. The amount allocated to each identified performance obligation is determined using the expected cost plus a margin approach. Revenue from initial fees is recognized when the performance obligation is satisfied, and control of the goods or service has been transferred to the franchisee. Performance obligations that are normally satisfied by the opening of the franchised business to the public are determined to be earned during the period from the execution of the contract to the opening of the franchised business which is generally less than one year. Unearned initial fee revenues from franchisee acquisition and acceptance will be recorded as deferred nonrefundable revenue and recognized as revenue over the term of the contract which is currently 10 years from the date the franchisee opens the franchise business to the public. Incremental costs of obtaining a franchise agreement with a franchisee related to unsatisfied performance obligations will be recorded as a franchise acquisition asset and are recognized as cost of sales over the same term as the related performance obligation which is currently 10 years. Revenue from multi-unit development agreements is recognized over the term of the development agreement.

Disaggregation of revenues

The Company disaggregates revenue from contracts with customers by the timing of revenue recognition by type of revenues, as it believes this best depicts how nature, amount, timing, and uncertainty of revenue and cash flows are affected by economic factors.

2. Summary of significant accounting policies and nature of operations (continued)

Revenues by timing of recognition were as follows:

	2024	2023	2022
Point in time:			
Royalties and marketing	$ 1,692,153	$ 908,916	$ 828,927
Franchise fees	34,000	34,000	93,500
Finance fees	-	195,871	-
Meeting fees	-	130,771	-
Other revenue from franchisees	145,011	48,638	26,000
Total point in time	1,871,164	1,318,196	948,427
Over time:			
Franchise fees	1,352,003	349,936	193,704
Total over time	1,352,003	349,936	193,704
Total revenue	$ 3,223,167	$ 1,668,132	$ 1,142,131

Contract balances

The Company recorded an asset for acquisition costs incurred to obtain franchise agreements and a liability for unearned revenue associated with the performance obligation of the Company's franchise agreements.

A summary of acquisition costs incurred as of December 31, 2024, 2023 and 2022 is as follows:

	2024	2023	2022
Deferred acquisition costs - beginning	$ 1,117,446	$ 1,073,680	$ 920,614
Additional costs incurred/other adjustments	(351,041)	209,067	296,000
Deferred acquisition costs recognized	(536,706)	(165,301)	(142,934)
Deferred acquisition costs - ending	$ 229,699	$ 1,117,446	$ 1,073,680

Deferred acquisition costs are expected to be amortized over the remaining term of the associated franchise agreement as follows:

2. Summary of significant accounting policies and nature of operations (continued)

Contract balances (continued)

Year ending December 31, 2024:		
2025	$	31,684
2026		31,684
2027		31,684
2028		31,684
2029		31,684
Thereafter		71,279
Total	$	229,699

Year ending December 31, 2023:		
2024	$	536,707
2025		31,684
2026		31,684
2027		31,684
2028		31,684
Thereafter		454,003
Total	$	1,117,446

Year ending December 31, 2022:		
2023	$	159,823
2024		422,582
2025		27,148
2026		27,148
2027		27,148
Thereafter		409,831
Total	$	1,073,680

A summary of deferred franchise revenue as of December 31, 2024, 2023 and 2022 is as follows:

2. Summary of significant accounting policies and nature of operations (continued)

	2024	2023	2022
Deferred revenue - beginning of year	$ 2,510,612	$ 1,811,645	$ 1,530,314
Additions for initial franchise fees received	636,594	1,082,903	568,535
Revenue recognized during the year	(1,386,003)	(383,936)	(287,204)
Deferred revenues- end of year	$ 1,761,203	$ 2,510,612	$ 1,811,645

Deferred franchise fee revenue are expected to be amortized over the remaining term of the associated franchise agreement as follows:

Year ending December 31, 2024	Amount
2025	$ 230,352
2026	230,847
2027	230,847
2028	230,847
2029	230,847
Thereafter	607,463
Total	$ 1,761,203

Year ending December 31, 2023	Amount
2024	$ 1,023,051
2025	201,852
2026	202,347
2027	202,347
2028	202,347
Thereafter	678,668
Total	$ 2,510,612

Year ending December 31, 2022	Amount
2023	$ 407,419
2024	797,018
2025	127,393
2026	127,393
2027	127,393
Thereafter	225,029
Total	$ 1,811,645

2. Summary of significant accounting policies and nature of operations (continued)

Property and equipment
Any property and equipment help by the Company will be stated at cost. Depreciation will be computed using the straight-line method of depreciation over the estimated useful life of the assets. As of December 31, 2024, 2023 and 2022 no assets have been purchased.

Advertising
The Company expenses advertising as the costs are incurred. Total advertising expenses for the years ended December 31, 2024, 2023 and 2022 were $84,260, $34,186 and $5,110 respectively.

Income taxes
The Company filed an election with the Internal Revenue Service to be treated as a flow-through entity for all taxable years. Therefore, the Company is not subject to corporate income tax and all taxable income or loss will pass through to the Member of the Company.

Accounts receivable
Management considers receivables to be fully collectible. If amounts become uncollectible, they are charged to operations in the period in which that determination is made. Accounting principles generally accepted in the United States of America require that the allowance method be used to recognize bad debts; however, the effect of using the direct write-off method is not materially different from the results that would have been obtained under the allowance method. No write-offs were made in the reporting period.

3. Litigation

The Company may be party to various claims, legal actions and complaints arising in the ordinary course of business. In the opinion of management, all matters are of such kind, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

4. Related party transactions

At various times, the Company advances funds for various business purposes from the Company's affiliate. Advances are not collateralized, noninterest bearing and due on demand. Net advances due from related parties as of December 31, 2024, 2023 and 2022 were $1,472,115, $2,303,494 and $1,594,313 respectively. The advances are reported as a component of members' equity (deficit) in the accompanying balance sheets as the net advances do not have stated repayment terms and the ownership of these related parties is the same as the ownership of the Company. Further, for the year ended December 31, 2024, there were franchise fee receivable of $940,000 from the related party affiliate and management fee of $299,158 paid to the members of the Company.

5. Subsequent events

Subsequent events have been evaluated through February 21, 2025, which is the date the financial statements were available to be issued. No significant events or transactions were identified that would require adjustment to the financial statements or disclosure.

These Financial Statements Have Been Prepared without an Audit. Prospective Franchisees or Sellers of Franchises Should be Advised that No Independent Certified Public Accountant Has Audited These Figures or Expressed an Opinion with Regard to their Content or Form.

Fathom

YTD Summary Financials

Bahun Enterprises

August 2025

Financial Statements

INCOME STATEMENT	2025 (YTD)
Revenue	$3,658,930
Cost of Goods Sold	$1,274,137
Gross Profit	**$2,384,793**
Expenses	$1,292,327
Operating Profit	**$1,092,466**
Other Income	$2,141
Earnings Before Interest & Tax	**$1,094,607**
Interest Expenses	$7,817
Earnings Before Tax	**$1,086,790**
Tax Expenses	$12,355
Earnings After Tax	**$1,074,435**
Net Income	**$1,074,435**

BALANCE SHEET	2025 (YTD)
ASSETS	
Cash & Equivalents	$345,120
Accounts Receivable	$259,546
Other Current Assets	$1,446,758
Total Current Assets	**$2,051,424**
Fixed Assets	$77,040
Investments or Other Non-Current Assets	$3,102,461
Total Non-Current Assets	**$3,179,501**
Total Assets	**$5,230,925**
LIABILITIES	
Short Term Debt	$547,509
Accounts Payable	$239,608
Other Current Liabilities	$723,036
Total Current Liabilities	**$1,510,154**
Other Non-Current Liabilities	$1,762,864
Total Non-Current Liabilities	**$1,762,864**
Total Liabilities	**$3,273,018**
EQUITY	
Retained Earnings	$1,467,142
Current Earnings	$1,074,435
Other Equity	($583,670)
Total Equity	**$1,957,907**
Total Liabilities & Equity	**$5,230,925**

EXHIBIT E

OPERATING MANUAL TABLE OF CONTENTS

Manual Section	**Number of Pages**
Preface & Introduction	33
Establishing My Franchise Business	46
Personnel	73
Administrative Procedures	26
Daily Procedures	30
Selling & Marketing	26
Total Number of Pages	**234**

EXHIBIT F

FRANCHISED OUTLETS

CURRENT AND FORMER FRANCHISEES

Current Franchisees

Names of all current franchisees (as of the end of our last fiscal year) and the address and telephone number of each of their outlets:

Franchisee Name	Address	City	State	Phone Number	Territory State
ARKANSAS					
Nick Martin	1003 Patterson Crk Road	Anderson	Missouri	(417) 592-3265	Arkansas
CALIFORNIA					
Rico Garcia	8713 Crucero Drive	Elk Grove	California	(925) 518-4402	California
COLORADO					
Martin Romero	2701 Coal Bank Drive	Fort Collins	Colorado	(970) 219-2410	Colorado
Lindsay DiDonna	9819 Saybrook Street	Highlands Ranch	Colorado	(720) 256-1625	Colorado
Ronald Quintana	10074 Charissglen Lane	Highlands Ranch	Colorado	(303) 888-3207	Colorado
FLORIDA					
Lisa Soesbe	6156 NW Butterfly Orchid Place	Fort St. Lucie	Florida	(772) 418-4691	Florida
Stefanie Sharp	11363 Canopy Loop	Fort Myers	Florida	(239) 744-9972	Florida
IDAHO					
Eric Maine	1321 Lake Lowell Ave	Nampa	Idaho	(661) 342-6297	Idaho
ILLINOIS					
Mike Manges	3708 De Foe Court	Naperville	Illinois	(201) 394-6256	Illinois
INDIANA					

Brandon Tormoehlen	329 S Fern St	Sellersburg	Indiana	(812) 216-2501	Indiana
Michael Effinger	2740 E Courtney St	Gilbert	Arizona	(480) 353-0499	Indiana
Eric Osborne	5204 Morning Mist Ct	Nobelsville	Indiana	(317) 956-6148	Indiana
KANSAS					
Cody Newman	305 Gore Road	Raymore	Missouri	(816) 289-1535	Kansas
KENTUCKY					
Brent Jameson	7603 Park Crest Way	Louisville	Kentucky	(812) 528-3624	Kentucky
Justine Jameson	7603 Park Crest Way	Louisville	Kentucky	(704) 293-6516	Kentucky
Shawn Schwarz	1977 Coachtrail Drive	Hebron	Kentucky	(859) 802-6280	Kentucky
LOUISIANA					
Stuart Miller	1641 Reggie Skains Rd	Downsville	Louisiana	(318) 278-9344	Louisiana
MICHIGAN					
Chris Dolph	5643 Downing Street	Portage	Michigan	(269) 599-0088	Michigan
MINNESOTA					
Tim Bellew	933 Bunchberry Lane NE	Bemidji	Minnesota	(218) 209-8567	Minnesota
MISSOURI					
Brad Batchelder	20810 S Prospect Ave	Belton	Missouri	(816) 914-9240	Missouri
Eric Doane	2102 SW Timbertrace Lane	Lee's Summit	Missouri	(816) 588-6185	Missouri
Matt Johnson	9005 NW 86th Street,	Kansas City	Missouri	(231) 740-2274	Missouri
NEBRASKA					
Bobby Danenhauer	20502 Howe Street	Elkhorn	Nebraska	(402) 639-5700	Nebraska
Colin Shockey	3915 S 208th Street	Elkhorn	Nebraska	(402) 650-5394	Nebraska
Tino Martinez	416 Beachwood Drive	Grand Island	Nebraska	(308) 380-2735	Nebraska
NEVADA					

Rico Garcia	8713 Crucero Drive	Elk Grove	California	(925) 518-4402	California
NEW YORK					
Connor Hadcock	3 Foxchase Drive	Cohoes	New York	(518) 522-5609	New York
NORTH CAROLINA					
Aaron Krol	6005 Bramblewood Dr	Raleigh	North Carolina	(919) 896-5942	North Carolina
OHIO					
Brent Maxwell	16770 Mackan Rd	Marysville	Ohio	(740) 501-8946	Ohio
TENNESSEE					
Patrick Moyer	903 S Court St	Maryville	Tennessee	(706) 217-9300	Tennessee
TEXAS					
Charlie Agarwal	863 Blackberry Lane	Allen	Texas	(817) 319-5746	Texas
UTAH					
Nick Yama	598 W 200 N	Nephi	Utah	(801) 623-8097	Utah

Franchise Agreements Signed but Not Open

Franchisee Name	Signed Territory	Franchise Agreement Date
None	Not Applicable	Not Applicable

Former Franchisees

Name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, transferred, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date:

Franchisee Name	Territory City	Territory State	Contact
David Lainhart	Mapleton	Utah	(801) 960-0577

David Lainhart	Mariposa	California	(801) 960-0577
David Lainhart	Fresno	California	(801) 960-0577
Donteea Dye	Temple Terrace	Florida	(513) 212-5024
Scott Moore	Winter Haven	Florida	(863) 224-6342
Scott Moore	Tampa	Florida	(863) 224-6342
John Cabbage	Annapolis	Maryland	(321) 917-6420
David Lainhart	Las Vegas	Nevada	(801) 960-0577
David Lainhart	Reno	Nevada	(801) 960-0577
Eric Rex	Montgomery	Texas	(954) 383-8749
Jeff Rosandich	Houston	Texas	(713) 293-2162
Terry Mears	Texas City	Texas	(913) 568-7298
David Lainhart	Western	Wyoming	(801) 960-0577

EXHIBIT G

STATE ADDENDA

CALIFORNIA ADDENDUM TO DISCLOSURE DOCUMENT

California Corporations Code, Section 31125 requires the franchisor to give the franchisee a disclosure document, approved by the Department of Financial Protection and Innovation, prior to a solicitation of a proposed material modification of an existing franchise.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE OFFERING CIRCULAR AT LEAST 14 DAYS PRIOR TO THE EXECUTION OF THE EXECUTION OF THE AGREEMENT.

OUR WEBSITE, https://fundraisingu.net, HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

ALL THE OWNERS OF THE FRANCHISE WILL BE REQUIRED TO EXECUTE PERSONAL GUARANTEES. THIS REQUIREMENT PLACES THE MARITAL ASSETS OF THE SPOUSES DOMICILED IN COMMUNITY PROPERTY STATES – ARIZONA, CALIFORNIA, IDAHO, LOUISIANA, NEVADA, NEW MEXICO, TEXAS, WASHINGTON, AND WISCONSIN AT RISK IF YOUR FRANCHISE FAILS.

Any provision of a franchise agreement, franchise disclosure document. acknowledgement, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:

(A) Representations made by the franchisor or its personnel or agents to a prospective franchisee.
(B) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.
(C) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.
(D) Violations of any provision of this division.

1. The following paragraph is added to the end of Item 3 of the Disclosure Document:

Neither franchisor nor any person or franchise broker in Item 2 of this disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a

et seq., suspending or expelling such persons from membership in that association or exchange.

2. The following language is added to the end of Item 5 of the Disclosure Document:

   The Department of Financial Protection and Innovation requires that the franchisor defer the collection of all initial fees from California franchisees until the franchisor has completed all its pre-opening obligations and the franchisee is open for business.

3. The following paragraph is added to the end of Item 6 of the Disclosure Document:

   With respect to the Late Fee described in Item 6, this Item is amended to disclose that the maximum rate of interest permitted under California law is 10%.

4. The following paragraphs are added at the end of Item 17 of the Disclosure Document:

   You must sign a general release if you renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516). Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).

   California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

   The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

   The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

   The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

   The Franchise Agreement requires binding arbitration. The arbitration will occur in Overland Park, Kansas, with the costs being borne equally by Franchisor and Franchisee. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

   The Franchise Agreement requires application of the laws of Kansas. This provision may not be enforceable under California law.

5. The following paragraph is added to the Special Risks page:

Spousal Liability. Your spouse will be liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

HAWAII ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Hawaii only, this Disclosure Document is amended as follows:

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

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Registered agent in the state authorized to receive service of process:

Commissioner of Securities
335 Merchant Street
Honolulu, Hawaii 96813

Registration of franchises or filings of offering circulars in other states. As of the date of filing of this Addendum in the State of Hawaii:

1. A franchise registration is effective, or an offering circular is on file in the following states: _____

2. A proposed registration or filing is or will be shortly on file in the following states: _____

3. No states have refused, by order or otherwise to register these franchises.

4. No states have revoked or suspended the right to offer these franchises.

5. The proposed registration of these franchises has not been withdrawn in any state.

ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT

Special Risks to Consider About This Franchise

Item 5 of this Disclosure Document is amended as follows:

Franchisor shall defer the collection of the Initial Franchise Fee until the franchisor has satisfied its pre-opening obligations to franchisee and the franchisee has commenced business operations. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, as amended (the "Act"), this Disclosure Document is amended as follows:

Illinois law governs the agreements between the parties to this franchise.

Section 4 of the Act provides that any provision in a franchise agreement that designates jurisdiction of venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Act.

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

ILLINOIS ADDENDUM TO FRANCHISE AGREEMENT

This Addendum amends the Franchise Agreement dated _____ (the "Agreement"), between Coaching Matters, LLC, a Missouri limited liability company ("Fundraising U Franchising") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Addendum have the meanings given in the Agreement. The "Illinois Act" means the Illinois Franchise Disclosure Act of 1987.

2. Governing Law and Jurisdiction. Notwithstanding any provision of the Agreement to the contrary, the Agreement is governed by Illinois law. The parties irrevocably submit to the jurisdiction and venue of the federal and state courts in Illinois, except for matters which the Agreement provides will be resolved by arbitration.

3. Waivers Void. Notwithstanding any provision of the Agreement to the contrary, any condition, stipulation, or provision purporting to bind Franchisee to waive compliance with any provision of the Illinois Act or any other law of the State of Illinois is void. This Section shall not prevent Franchisee from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

4. Payment of Initial Franchise Fees will be deferred until Franchisor has met its initial obligations, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

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

Agreed to by:

FRANCHISEE:	FRANCHISOR:
_____	COACHING MATTERS, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

INDIANA ADDENDUM TO FRANCHISE AGREEMENT

This Addendum amends the Franchise Agreement dated _____ (the "Agreement"), between Coaching Matters, LLC, a Missouri limited liability company ("Fundraising U Franchising") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Addendum have the meanings given in the Agreement. The "Indiana Acts" means the Indiana Franchise Act and the Indiana Deceptive Franchise Practices Act.

2. Certain Provisions Modified. Any provision of the Agreement which would have any of the following effects is hereby modified to the extent required for the Agreement to be in compliance with the Indiana Acts:

(1) Requiring goods, supplies, inventories, or services to be purchased exclusively from the franchisor or sources designated by the franchisor where such goods, supplies, inventories, or services of comparable quality are available from sources other than those designated by the franchisor. However, the publication by the franchisor of a list of approved suppliers of goods, supplies, inventories, or services or the requirement that such goods, supplies, inventories, or services comply with specifications and standards prescribed by the franchisor does not constitute designation of a source nor does a reasonable right of the franchisor to disapprove a supplier constitute a designation. This subdivision does not apply to the principal goods, supplies, inventories, or services manufactured or trademarked by the franchisor.

(2) Allowing the franchisor to establish a franchisor-owned outlet engaged in a substantially identical business to that of the franchisee within the exclusive territory granted the franchisee by the franchise agreement; or, if no exclusive territory is designated, permitting the franchisor to compete unfairly with the franchisee within a reasonable area.

(3) Allowing substantial modification of the franchise agreement by the franchisor without the consent in writing of the franchisee.

(4) Allowing the franchisor to obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted to the franchisee.

(5) Requiring the franchisee to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability to be imposed by the Indiana Deceptive Franchise Practices Act or requiring any controversy between the franchisee and the franchisor to be referred to any person, if referral would be binding on the franchisee. This subsection (5) does not apply to arbitration before an independent arbitrator.

(6) Allowing for an increase in prices of goods provided by the franchisor which the franchisee had ordered for private retail consumers prior to the franchisee's receipt of an official price increase notification. A sales contract signed by a private retail consumer shall constitute evidence of each

order. Price changes applicable to new models of a product at the time of introduction of such new models shall not be considered a price increase. Price increases caused by conformity to a state or federal law, or the revaluation of the United States dollar in the case of foreign-made goods, are not subject to this subsection (6).

(7) Permitting unilateral termination of the franchise if such termination is without good cause or in bad faith. Good cause within the meaning of this subsection (7) includes any material violation of the franchise agreement.

(8) Permitting the franchisor to fail to renew a franchise without good cause or in bad faith. This chapter shall not prohibit a franchise agreement from providing that the agreement is not renewable upon expiration or that the agreement is renewable if the franchisee meets certain conditions specified in the agreement.

(9) Requiring a franchisee to covenant not to compete with the franchisor for a period longer than three years or in an area greater than the exclusive area granted by the franchise agreement or, in absence of such a provision in the agreement, an area of reasonable size, upon termination of or failure to renew the franchise.

(10) Limiting litigation brought for breach of the agreement in any manner whatsoever.

(11) Requiring the franchisee to participate in any (A) advertising campaign or contest; (B) promotional campaign; (C) promotional materials; or (D) display decorations or materials; at an expense to the franchisee that is indeterminate, determined by a third party, or determined by a formula, unless the franchise agreement specifies the maximum percentage of gross monthly sales or the maximum absolute sum that the franchisee may be required to pay.

3. Effective Date. This Addendum is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
_____	COACHING MATTERS, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MARYLAND ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Maryland only, this Disclosure Document is amended as follows:

The following is added to Item 5:

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

The following is added to Item 11:

> You may obtain an accounting of advertising expenditures by the Brand Fund by making a written request to us.

The following is added to Item 17:

> The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
>
> This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive trade practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.
>
> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
>
> The Franchise Agreement provides for termination upon bankruptcy of the franchisee. This provision may not be enforceable under federal bankruptcy law.

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

MARYLAND ADDENDUM TO FRANCHISE AGREEMENT

This Addendum amends the Franchise Agreement dated _____ (the "Agreement"), between Coaching Matters, LLC, a Missouri limited liability company ("Fundraising U Franchising") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Addendum have the meanings given in the Agreement. The "Maryland Franchise Law" means the Maryland Franchise Registration and Disclosure Law, Business Regulation Article, §14-206, Annotated Code of Maryland.

2. No Waiver of State Law In Sale. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel, or waiver of any liability uncured under the Maryland Franchise Registration and Disclosure Law.

3. No Release of Liability. Pursuant to COMAR 02-02-08-16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Law.

4. Statute of Limitations. Any provision of the Agreement which provides for a period of limitations for causes of action shall not apply to causes of action under the Maryland Franchise Law, Business Regulation Article, §14-227, Annotated Code of Maryland. Franchisee must bring an action under such law within three years after the grant of the franchise.

5. Jurisdiction. Notwithstanding any provision of the Agreement to the contrary, Franchisee does not waive its right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.

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

7. **Article 19 – Certification of Franchisor's Compliance.** Article 19 of the Franchise Agreement is hereby removed.

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

-Signature page to follow-

Agreed to by:

FRANCHISEE:	FRANCHISOR:
_____	COACHING MATTERS, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

(THE FOLLOWING APPLIES TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY)

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protection provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or sub-franchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

State of Michigan Department of Attorney General
G. Mennen Williams Building, 7th Floor
525 W. Ottawa Street
Lansing, Michigan 48909
Telephone Number: (517) 373 7117

MINNESOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Minnesota only, this Disclosure Document is amended as follows:

- Item 5 and Item 7 shall be amended by the addition of the following: Payment of the initial franchise fee shall be deferred until the franchisor has completed its pre-opening obligations to the franchisee and the franchisee has opened for business.

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

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

- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

- Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).

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

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

- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, which states "No action may be commenced pursuant to this Section more than three years after the cause of action accrues."

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

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT

This Addendum amends the Franchise Agreement dated _____ (the "Agreement"), between Coaching Matters, LLC, a Missouri limited liability company ("Fundraising U Franchising") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Addendum have the meanings given in the Agreement. The "Minnesota Act" means Minnesota Statutes, Sections 80C.01 to 80C.22.

2. Amendments. The Agreement is amended to comply with the following:

- Payment of the initial franchise fee shall be deferred until the franchisor has completed its pre-opening obligations to the franchisee and the franchisee has opened for business.

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

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

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

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

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

- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, and therefore the applicable provision of the Agreement is amended to state "No action may be commenced pursuant to Minnesota Statutes, Section 80C.17 more than three years after the cause of action accrues."

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

3. Effective Date. This Addendum is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
_____	COACHING MATTERS, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

NEW YORK ADDENDUM TO DISCLOSURE DOCUMENT

In the State of New York only, this Disclosure Document is amended as follows:

Special Risks to Consider About This Franchise

1. The following information is added to the cover page of the Franchise Disclosure Document:

> **INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY ST. 21ST FLOOR, NEW YORK, NY 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

2. The following is added at the end of Item 3:

> Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:
>
> A. No such party has an administrative, criminal, or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.
>
> B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.
>
> C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**":

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the "Summary" section of Item 17(j), titled "**Assignment of contract by franchisor**":

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**": The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

NEW YORK ADDENDUM TO FRANCHISE AGREEMENT

This Addendum amends the Franchise Agreement dated _____ (the "Agreement"), between Coaching Matters, LLC, a Missouri limited liability company ("Fundraising U Franchising") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Addendum have the meanings given in the Agreement.

2. Waivers Not Required. Notwithstanding any provision of the Agreement to the contrary, Franchisee is not required to assent to a release, assignment, novation, waiver, or estoppel which would relieve Fundraising U Franchising or any other person from any duty or liability imposed by New York General Business Law, Article 33.

3. Waivers of New York Law Deleted. Any condition, stipulation, or provision in the Agreement purporting to bind Franchisee to waive compliance by Fundraising U Franchising with any provision of New York General Business Law, or any rule promulgated thereunder, is hereby deleted.

4. Governing Law. Notwithstanding any provision of the Agreement to the contrary, the New York Franchises Law shall govern any claim arising under that law.

5. Effective Date. This Addendum is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
_____	COACHING MATTERS, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

NORTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of North Dakota only, this Disclosure Document is amended as follows:

Item 5 of the Franchise Disclosure Document is amended to state that the collection of Initial Franchise Fees shall be deferred until the Franchisor has fulfilled all pre-opening obligations and the franchisee is open for business.

THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (NDCC SECTION 51-19-09):

1. Restrictive Covenants: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the statute.

2. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.

3. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

4. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

5. Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.

6. Waiver of Trial by Jury: Requiring North Dakota Franchises to consent to the waiver of a trial by jury.

7. Waiver of Exemplary and Punitive Damages: Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage.

8. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.

9. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

10. Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

NORTH DAKOTA ADDENDUM TO FRANCHISE AGREEMENT

This Addendum amends the Franchise Agreement dated _____ (the "Agreement"), between Coaching Matters, LLC, a Missouri limited liability company ("Fundraising U Franchising") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Addendum have the meanings given in the Agreement.

2. Amendments. The Agreement (and any Guaranty Agreement) is amended to comply with the following:

(1) Initial Franchise Fees. The collection of Initial Franchise Fees shall be deferred until the Franchisor has fulfilled all pre-opening obligations and the Franchisee is open for business.

(2) Restrictive Covenants: Every contract by which a Franchisee, any Guarantor, or any other person is restrained from exercising a lawful profession, trade, or business of any kind is subject to NDCC Section 9-08-06.

(3) Situs of Arbitration Proceedings: Franchisee and any Guarantor are not required to agree to the arbitration of disputes at a location that is remote from the site of Franchisee's business.

(4) Restrictions on Forum: Franchisee and any Guarantor are not required to consent to the jurisdiction of courts outside of North Dakota.

(5) Liquidated Damages and Termination Penalties: Franchisee is not required to consent to liquidated damages or termination penalties.

(6) Applicable Laws: The Agreement (and any Guaranty Agreement) is governed by the laws of the State of North Dakota.

(7) Waiver of Trial by Jury: Franchisee and any Guarantor do not waive a trial by jury.

(8) Waiver of Exemplary and Punitive Damages: The parties do not waive exemplary and punitive damages.

(9) General Release: Franchisee and any Guarantor are not required to sign a general release upon renewal of the Agreement.

(10) Limitation of Claims: Franchisee is not required to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

(11) Enforcement of Agreement: The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

3. Effective Date. This Addendum is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
_____	COACHING MATTERS, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

RHODE ISLAND ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Rhode Island only, this Disclosure Document is amended as follows:

Item 17, summary columns for (v) and (w) are amended to add the following:

> Any provision in the franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of a state other than Rhode Island is void as to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

RHODE ISLAND ADDENDUM TO FRANCHISE AGREEMENT

This Addendum amends the Franchise Agreement dated _____ (the "Agreement"), between Coaching Matters, LLC, a Missouri limited liability company ("Fundraising U Franchising") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Addendum have the meanings given in the Agreement.

2. Jurisdiction and Venue. Any provision of the Agreement restricting jurisdiction or venue to a forum outside the State of Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under Rhode Island Franchise Investment Act.

3. Effective Date. This Addendum is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
_____	COACHING MATTERS, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

SOUTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the state of South Dakota only, the Franchise Disclosure Document is amended as follows:

Item 5 of the Franchise Disclosure Document is amended to add the following: The franchisor shall defer the collection of the initial franchise fee until the franchisor has performed all pre-opening obligations and the franchisee is open for business.

SOUTH DAKOTA ADDENDUM TO THE FRANCHISE AGREEMENT

This Addendum amends the Franchise Agreement dated _____ (the "Agreement"), between Coaching Matters, LLC, a Missouri limited liability company ("Fundraising U Franchising") and _____, a _____ _____ ("Franchisee").

Section 4.1 of the Franchise Agreement is amended to state that the collection of the initial franchise fee shall be deferred until the franchisor has fulfilled its pre-opening obligations and the franchisee is open for business.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
_____	COACHING MATTERS, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT
AND
ADDENDUM TO FRANCHISE AGREEMENT AND RELATED AGREEMENTS

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

The state of Washington has a statute, RCW 19.100.180 which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal

of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

The Franchisor will defer collection of the initial franchise fee until the franchisor has fulfilled its pre-opening obligations to the franchisee and the franchisee is open for business.

The following risk factor is added to the page of the State Cover Sheets titled "Special Risk(s) to Consider About This Franchise":

> **Company Owned Outlets Are Not Required to Contribute to the Marketing Fund**. Outlets operated by the franchisor and/or affiliates are not required to make marketing fund contributions. This means the marketing fund contributions of franchisees could be partially or completely used for the benefit of franchisor and/or affiliate owned outlets.

Article 19 of the Franchise Agreement does not apply in Washington.

Attachment 4 of the Franchise Agreement, the "Fundraising University Ambassador Agreement" is hereby amended as follows:

> Section 21 does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100. and the rule adopted thereunder.
>
> Section 34 is revised to remove the phrase "that they completely and fully know and understand the contents of this Agreement" in its entirety.

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

Agreed to by:

FRANCHISEE:	FRANCHISOR: COACHING MATTERS, LLC
_____	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

WASHINGTON ADDENDUM TO THE FUNDRAISING UNIVERSITY AMBASSADOR AGREEMENT

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

The state of Washington has a statute, RCW 19.100.180 which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement

in your relationship with the franchisor including the areas of termination and renewal of your franchise.

The Franchisor will defer collection of the initial franchise fee until the franchisor has fulfilled its pre-opening obligations to the franchisee and the franchisee is open for business.

The following risk factor is added to the page of the State Cover Sheets titled "Special Risk(s) to Consider About This Franchise":

> **Company Owned Outlets Are Not Required to Contribute to the Marketing Fund**. Outlets operated by the franchisor and/or affiliates are not required to make marketing fund contributions. This means the marketing fund contributions of franchisees could be partially or completely used for the benefit of franchisor and/or affiliate owned outlets.

Article 19 of the Franchise Agreement is hereby amended as follows:

> The first paragraph shall be deleted in its entirety.
>
> The seventh paragraph is amended to remove the following language in its entirety: In deciding to enter into this Agreement, Franchisee is not relying on any statement, promise, claim, or representation not expressly set forth in this Agreement or in the Disclosure Document.

Attachment 4 of the Franchise Agreement, the "Fundraising University Ambassador Agreement" is hereby amended as follows:

> Section 21 does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100. and the rule adopted thereunder.
>
> Section 34 is revised to remove the phrase "that they completely and fully know and understand the contents of this Agreement" in its entirety.

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

Agreed to by:

FRANCHISEE:	FRANCHISOR:
_____	COACHING MATTERS, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

VIRGINIA ADDENDUM TO DISCLOSURE DOCUMENT

In the Commonwealth of Virginia only, this Disclosure Document is amended as follows:

The following statement is added to Item 5:

> The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

The following statements are added to Item 17(h):

> Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.
>
> Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to the franchisee under the franchise, that provision may not be enforceable.

Item 17(t) is amended to read as follows:

> Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable.

VIRGINIA ADDENDUM TO THE FRANCHISE AGREEMENT

This Addendum amends the Franchise Agreement dated _____ (the "Agreement"), between Coaching Matters, LLC, a Missouri limited liability company ("Fundraising U Franchising") and _____, a _____ _____ ("Franchisee").

Section 4.1 of the Franchise Agreement is amended to state that the collection of the initial franchise fee shall be deferred until the franchisor has fulfilled its pre-opening obligations and the franchisee is open for business.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
_____	COACHING MATTERS, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT H
FUNDRAISING ACTIVITY OVERVIEW

This exhibit provides an overview of the total number of fundraisers operated across all locations, including both franchisee and corporate-owned locations, during the 2024 calendar year. This information is provided for reference purposes only and does not constitute a financial performance representation under Item 19 of this Franchise Disclosure Document (FDD).

The table below outlines the number of fundraisers operated each month, along with the percentage of total annual fundraisers for that period.

2024 Fundraising Activity by Month

Month	# of Fundraisers Operated	% of Total Fundraisers
January	80	3.3%
February	211	8.7%
March	409	16.8%
April	153	6.3%
May	98	4.0%
June	94	3.9%
July	127	5.2%
August	413	17.0%
September	145	6.0%
October	195	8.0%
November	349	14.3%
December	161	6.6%
TOTAL	2,435	100%

Scope and Disclaimer

The data above includes all fundraising events operated system-wide, including franchisee-owned and corporate-owned locations. It also includes fundraisers from locations that may not have been in operation for the full year of 2024.

This information is provided for illustrative purposes only and does not reflect the financial performance or profitability of any specific franchise location. The number of fundraisers operated may vary by location based on several factors, including but not limited to market demand, franchisee engagement, local partnerships, and seasonal trends.

This exhibit does not modify or supplement the financial performance representations made in Item 19 of this FDD. Prospective franchisees should refer to Item 19 for specific financial performance information related to franchise locations that were open for the entirety of 2024.

STATE EFFECTIVE DATES

The following States require that the Franchise Disclosure Document be registered or filed with the State, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

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

State	Effective Date
California	Pending
Illinois	~~April 3, 2025~~Pending
Indiana	Pending
Maryland	~~April 24, 2025~~Pending
Michigan	Pending
Minnesota	~~May 19, 2025~~Pending
New York	Pending
North Dakota	~~April 3, 2025~~Pending
Rhode Island	~~June 24, 2025~~Pending
South Dakota	~~April 3, 2025~~Pending
Virginia	~~May 20, 2025~~Pending
Washington	Pending
Wisconsin	~~April 3, 2025~~Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT I
RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Coaching Matters, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If Coaching Matters, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and any applicable state agency (which are listed in Exhibit A).

The name, principal business address, and telephone number of each franchise seller offering the franchise is:

Name	Principal Business Address	Telephone Number
Michael Charles Bahun	1525 South Higley Road, Suite 104 PMB 1221, Gilbert, Arizona 85296	402-680-5029
Michael Effinger	1525 South Higley Road, Suite 104 PMB 1221, Gilbert, Arizona 85296	402-680-5029
Steven Shannon	1525 South Higley Road, Suite 104 PMB 1221, Gilbert, Arizona 85296	402-680-5029

Issuance Date: March 25, 2025, as amended, September 23, 2025

I received a disclosure document dated March 25, 2025, as amended, September 23,2025 that included the following Exhibits:

A. State Administrators and Agents for Service of Process
B. Franchise Agreement
C. Form of General Release
D. Financial Statements
E. Operating Manual Table of Contents
F. Franchised Outlets
G. State Addenda
H. Fundraising Activity Overview

State Effective Dates

I. Receipt

Date Received: _____
(If other than date signed)

DATE:_____

Print Name:_____
Print Address: _____
City, State: _____

_____
(Signature of recipient)

Keep This Copy For Your Records

EXHIBIT I
RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Coaching Matters, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

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F. Franchised Outlets
G. State Addenda
H. Fundraising Activity Overview

State Effective Dates

I. Receipt

Date Received: _____ DATE: _____
(If other than date signed)

Print Name: _____

Print Address: _____

City, State: _____

_____
(Signature of recipient)

Return this copy to us.

Coaching Matters, LLC, 1603 Capitol Avenue Suite 413 C1165, Cheyenne, WY 82001