

Special Risks to Consider About *This Franchise*

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration, and/or litigation only in Nebraska. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Nebraska than in your own state.
2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all your financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both you and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
3. **Short Operating History.** The franchisor is at an early stage of development and has limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
4. **Financial Condition.** The franchisor's financial condition as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.
- 4.5. **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.

Technology (Note 7)	Up to \$150 per month. This fee is currently \$120 <u>\$75</u> per month	Monthly as invoiced	Will be debited automatically from your bank account by ACH or other means designated by us.
Additional Software Fees (Note 8)	Up to \$75 per month, not currently assessed	Monthly	The Additional Software Fee is a monthly fee paid to a third party for various software programs, including accounting software.
Client Service and Refunds (Note 9)	Varies	On demand	Will be debited automatically from your bank account by ACH or other means designated by us.
Annual Conference Attendance Fee (Note 10)	Our then current conference fee, not greater than \$2,500	When invoiced and before conference	Will be debited automatically from your bank account by ACH or other means designated by us.
Additional Employee Initial Training	Our then current training fee, currently \$500 per person per day	When invoiced and prior to training	This fee is for initial training that we provide to any of your employees. Initial training is conducted at facilities we designate and you must pay for all other expenses of your trainees, including salary, travel and accommodations.
Liquidated Damages	An amount equal to the greater of (i) \$500 per month for the remaining months of the Term; or (ii) \$6,000	Upon termination of your Franchise Agreement as a result of your default	If the Franchise Agreement is terminated as a result of a default by you, prior to the expiration of the Term, you must pay us liquidated damages in an amount that is equal to the greater of: (i) \$500 per month for the remaining months of the Term; or (ii) \$6,000.
Legal fees and expenses	Costs and Expenses	As incurred	Costs and expenses, including but not limited to attorneys' fees for any failure to pay amounts when due or failure to comply in any way with the Franchise Agreement
Supplemental Training	Our then current daily rate per trainer, plus expenses we incur. Current rate is \$500 per day	When invoiced and prior to training	If you request or we require additional training, you must pay our then current trainer fee plus, if applicable, our expenses related to travel and accommodations.
Interest	1.5% per month from due date	On demand	Payable on all overdue amounts, fees, charges, and payments due to us under the Franchise Agreement. Interest rate cannot exceed legal rate allowed by law and may be adjusted to reflect same.

Note 4: Client Project Support Fee – The client project support fee (the “Client Project Support Fee”) is 50% of all Gross Sales generated for each new yorCMO Client that engages you in a project that requires our short term engagement, but does not include any client audit or foundation and is used, at our discretion, to defray some of our costs related to the support provided by us for the project. The Client Project Support Fee is due immediately upon the yorCMO Client’s payment for any yorCMO services.

Note 5: CMO for a Day Service Fee – The CMO for a day service fee (the “CMO for a Day Service Fee”) is 50% of all Gross Sales generated for each new yorCMO Client that engages you in a project that requires a one or two and a half day commitment to offer strategic marketing guidance, but does not include any client audit or foundation and is used, at our discretion, to defray some of our costs related to the support provided by us for the project. The CMO for a Day Service Fee is due immediately upon the yorCMO Client’s payment for any yorCMO services.

Note 6: Monthly Advisory and Mentoring Service Fee – The monthly advisory and mentoring service fee (the “Monthly Advisory and Mentoring Service Fee”) is 50% of all Gross Sales generated for each new yorCMO Client that engages you in a project that requires access to ongoing marketing leadership through quarterly strategic planning, monthly mentoring and advertisement sessions and ongoing guidance, but does not include any client audit or foundation and is used, at our discretion, to defray some of our costs related to the support provided by us for the project. The Monthly Advisory and Mentoring Service Fee is due immediately upon the yorCMO Client’s payment for any yorCMO services.

Note 7: Technology Fee – The continuing monthly technology fee (the “Technology Fee”) is an administrative fee and is not associated with any particular service but is used, at our discretion, to defray some of our costs related to our technology systems. Currently we charge a monthly Technology Fee of ~~\$120.75~~ per month. We reserve the right to increase the monthly Technology Fee provided that the monthly technology fee shall not exceed \$150 per month.

Note 8: Additional Software Fees – In connection with the day-to-day operations of your yorCMO Business, we may require that you utilize a third party accounting service provider to maintain your general ledgers, book transactions and perform general bookkeeping tasks to maintain accurate books and records concerning the performance of your yorCMO Business.

Note 9: Client Service and Refunds – This fee will be charged to you based on the costs incurred by us, including refunds and credits that we may undertake on behalf of a client that was not satisfied with the services or products of your yorCMO Business. If we determine that your client is entitled to reimbursement of fees paid to you, we may reimburse your client directly. You must reimburse us for the amounts that we reimburse your client.

Note 10: Annual Conference Attendance Fee – If we offer a franchisee annual conference in a given year you will be required to attend the conference on the dates and at the location that we designate. You will be responsible for all travel and lodging expenses. We may charge you an annual conference fee in an amount not exceeding \$2,500. We reserve the right to charge the annual conference fee to those franchisees that do not attend. We will not require your attendance at an annual conference for more than three days during any calendar year.

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Support Fees, Monthly Client Support Fees, Success Fees, or Brand Fund Contributions to us, expend any minimum amount on local advertising and is not subject to service restrictions.

This Item 19 sets forth certain historical information for the Company Owned Outlet for the 2022 ~~and~~, 2023 and 2024 Calendar Years. The Gross Sales information and expense information set forth in this Item 19 is derived from the Company Owned Outlet's accounting software.

Our affiliate previously entered into Independent Contractor Agreements with whereby it granted licenses to third party licensees to utilize the System and the Licensed Marks in connection with the establishment and operation of yorCMO Businesses. As we do not consider these Independent Contractor Agreements to be representative of the Franchised Business, we have not included their information in this Item 19.

Material financial and operational characteristics that are reasonably anticipated to differ from future operational franchise outlets include: (a) managerial skill and efficiency experienced by our Company Owned Outlets as a result of our extensively experienced management team; (b) brand recognition within the local markets in which our Company Owned Outlets operate; and (c) no obligation to pay ongoing monthly fees that a franchisee will pay to us, such as Royalty Fees and Brand Development Fund Fees.

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ANALYSIS OF RESULTS OF FRANCHISE OUTLETS

During the 2022 Calendar Year we had a total of 14 Operational Franchise Outlets. During the 2023 Calendar Year, we had a total of 10 Operational Franchise Outlets. During the 2024 Calendar Year we had a total of ~~10~~ 20 Operational Franchise Outlets. We exclude the financial data for ~~four~~ New Franchise Outlets that were not open and operational for the respective Calendar Year as well as exclude the financial data for two Franchise Outlets that ceased operations during the 2024 Calendar Year. Also, as noted above, we do not consider the Independent Contractor Agreements that our affiliate previously entered into with third party licensees granting them licenses to utilize the System and Licensed Marks in connection with the establishment and operation of a yorCMO Business as representative of the Franchised Business and have therefore excluded three licensees (which are accounted for as franchisees in Item 20 as noted in Item 1 of this Franchise Disclosure Document) ~~them~~ from this Item 19. Our Franchise Outlets are further described below:

Table 2

Franchise Outlets	
Franchise Outlet	Descriptions
Franchise Outlet 1	This Franchise Outlet has an administrative office located at 563 Canterbury Dr., Carol Stream, Illinois 60188. This Franchise Outlet opened in September 2019 and is representative of the Franchised Business for a Firm yorCMO Business model.
Franchise Outlet 2	This Franchise Outlet has an administrative office located at 16565 Locust Street, Omaha, Nebraska 68116 and operates under the Solo yorCMO Business model. This Franchise Outlet opened in October 2019 and is representative of the Franchised Business for a Solo yorCMO Business model.
Franchise Outlet 3	This Franchise Outlet has an administrative office located at 43429 Sperrin Court, Ashburn, Virginia 20147 and operates under the Solo yorCMO Business model. This Franchise Outlet opened in January 2019 and is representative of the Franchised Business for a Solo yorCMO Business model.
Franchise Outlet 4	This Franchise Outlet has an administrative office located at 12901 NE 176 th Circle, Battle Ground, Washington 98604 and began operation under the Lite yorCMO Business model but currently operates under the Solo yorCMO Business model. This Franchise Outlet opened in July 2020 and is representative of the Franchised Business for a Solo yorCMO Business model.
Franchise Outlet 5	This Franchise Outlet has an administrative office located at 1438 Tutwiler Avenue, Memphis, Tennessee 38107 and operates under the Lite yorCMO Business model. This Franchise Outlet opened in March 2022 and is representative of the Franchised Business for a Lite yorCMO Business Model. During the 2024 Calendar Year, this Franchise Outlet ceased operations and is therefore excluded from this Item 19.
Franchise Outlet 6	This Franchise Outlet has an administrative office located at 315 Avalon Way, Thomasville, Georgia 31792 and operates under the Lite yorCMO Business model. This Franchise Outlet opened in March 2022 and is representative of the Franchised Business for a Lite yorCMO Business Model.
Franchise Outlet 7	This Franchise Outlet has an administrative office located at 6135 Long Stirrup Lane, Mint Hill, North Carolina 28227 and operates under the Lite yorCMO Business model. This Franchise Outlet opened in March 2022 and is representative of the Franchised Business for a Lite yorCMO Business Model.
Franchise Outlet 8	This Franchise Outlet has an administrative office located at 3662 Deacon Drive, Mead, Colorado 80542. This Franchise Outlet opened in September 2022 and, as to the 2022 and 2023 Calendar Years, this Franchise Outlet operated under the Lite yorCMO Business model and was representative of the Franchised Business for a Lite yorCMO Business model. During the 2024 Calendar Year, this Franchise Outlet converted to a Solo yorCMO Business and then to a Firm yorCMO Business and is now operated under the Firm yorCMO Business model and representative of the Franchised Business for a Firm yorCMO Business model.

Franchise Outlet 9	This Franchise Outlet has an administrative office located at 2144 O'Rourke Drive, Mobile, Alabama 36695 and operates under the Lite yorCMO Business model. This Franchise Outlet opened in October 2022 and is representative of the Franchised Business for a Lite yorCMO Business Model.
Franchise Outlet 10	This Franchise Outlet has an administrative office located at 18791 Caminito Pasadero, Unit 84, San Diego, California 92128 and operates under the operates under the Solo yorCMO Business model after starting out as a Lite yorCMO Business model. This Franchise Outlet opened in December 2022 and is representative of the Franchised Business for a Solo yorCMO Business Model.
Franchise Outlet 11	This Franchise Outlet has an administrative office located at 1151 Stone Dr. Suite D, Harrison, Ohio 45030 and began operation under the Lite yorCMO Business model but currently operates under the Solo yorCMO Business model. This Franchise Outlet opened in January 2023 and is representative of the Franchised Business for a Solo yorCMO Business Model.
Franchise Outlet 12	This Franchise Outlet has an administrative office located at 6673 Mount Holly Drive, San Jose, California, 95120 and operates under the Lite yorCMO Business model. This Franchise Outlet opened in January 2023 and is representative of the Franchised Business for a Lite yorCMO Business Model.
Franchise Outlet 13	This Franchise Outlet has an administrative office located at 232 Gladstone Road, Pittsburgh, Pennsylvania 15217 and began operation under the Lite yorCMO Business model but currently operates under the Solo yorCMO Business model. This Franchise Outlet opened in February 2023 and is representative of the Franchised Business for a Solo yorCMO Business Model.
Franchise Outlet 14	This Franchise Outlet has an administrative office located at 3722 E. Jefferson Street, Seattle, Washington 98122 and operates under the Lite yorCMO Business model. This Franchise Outlet opened in March 2023 and is representative of the Franchised Business for a Lite yorCMO Business Model.
Franchise Outlet 15	This Franchise Outlet has an administrative office located at 1926 Altavue Road Catonsville, Maryland, 21228 and operates under the Lite yorCMO Business model. This Franchise Outlet opened in March 2023 and is representative of the Franchised Business for a Lite yorCMO Business Model.
Franchise Outlet 16	This Franchise Outlet has an administrative office located at 14081 Heritage Landing Blvd. Unit 227, Punta Gorda, Florida 33955 and operates under the Lite yorCMO Business model. This Franchise Outlet opened in May 2023 and is representative of the Franchised Business for a Lite yorCMO Business Model.
Franchise Outlet 17	This Franchise Outlet has an administrative office located at 1043 Clendening Drive, Gallatin, Tennessee 37066 and operates under the Lite yorCMO Business model. This Franchise Outlet opened in May 2023 and is representative of the Franchised Business for a Lite yorCMO Business Model.
Franchise Outlet 18	This Franchise Outlet has an administrative office located at 3553 Liggett Drive, San Diego, California 92106 and operates under the Lite yorCMO Business model. This Franchise Outlet opened in June 2023 and is representative of the Franchised Business for a Lite yorCMO Business Model.
Franchise Outlet 19	This Franchise Outlet has an administrative office located at 5868 Scotsman Court, Dublin, Ohio 43016 and began operation under the Lite yorCMO Business model but currently operates under the Solo yorCMO Business model. This Franchise Outlet opened in July 2023 and is representative of the Franchised Business for a Solo yorCMO Business Model.
Franchise Outlet 20	This Franchise Outlet has an administrative office located at 11816 Inwood Drive, Unit 3258, Dallas, Texas 75244 and operates under the Lite yorCMO Business model. This Franchise Outlet opened in September 2023 and is representative of the Franchised Business for a Lite yorCMO Business Model.

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Table 21

Franchise Outlet 21-20 (Lite yorCMO)		
Date Outlet Opened: September 2023		Location: Dallas, Texas
	2024 Calendar Year	
	Total	%¹
Gross Sales	\$70,000	100.00%
Less: Adjustments for Select Franchisee Related Expenses		
Royalty Fee ²	(\$31,400)	44.86%
Sales and Marketing Fund Fee ³	N/A	N/A
Technology Fee ⁴	(\$900)	1.29%
Client Support Fees ⁵	N/A	N/A
Success Fee ⁶	N/A	N/A
Adjusted Profit	\$37,700	53.86%

Notes to Tables 3 to 21

¹ “%” – Represents the percentage of total Gross Sales.

² Royalty Fee – For a Solo yorCMO or Firm yorCMO Business, the recurring Royalty Fee is equal to 5% of Gross Sales. For a Lite yorCMO Business, the recurring Royalty Fee is equal to 50% of Gross Sales.

³ Sales and Marketing Fund Fee – For a Solo yorCMO or Firm yorCMO Business, the Sales and Marketing Fund Fee is equal to \$750 per month. For a Lite yorCMO Business, we do not currently charge the Sales and Marketing Fund Fee.

⁴ Technology Fee – The Technology Fee is currently equal to an amount of \$120 per month but we reserve the right to increase the Technology Fee to an amount equal to up to \$150 per month. For the 2022, 2023 and 2024 Calendar Years, the Technology Fee was equal to an amount of \$75 per month.

⁵ Client Support Fees – Client Support Fees include Client Audit Support Fees, Client Foundation Support Fees, and Monthly Client Support Fees that a Franchise Outlet would pay to us or required by the Franchise Agreement if its Business generated the same Gross Sales over the 2022, 2023 and/or 2024 Calendar Year. The Client Audit Support Fee is currently equal to an amount of up to \$6,000 per engage new client of the Franchised Business. The Client Foundation Support Fee is currently equal to an amount of up to \$8,500 per engage new client of the Franchised Business. The Monthly Client Support Fee is currently equal to an amount of up to \$2,500 per month per new client of the Franchised Business. For a Lite yorCMO Business, we do not currently charge the Client Audit Support Fees, Client Foundation Support Fees, and Monthly Client Support Fees.

⁶ Success Fee – The Success Fee is a commission paid to us in an amount of up to 30% of all Gross Sales generated from any yorCMO client that engages you and was referred to you by us and/or the Practice Development Support. Currently, the Success Fee is equal to an amount of 10% of Gross Sales.

Some Outlets have earned this amount. Your individual results may differ. There is no assurance that you’ll earn as much.

Nebraska	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
New Jersey	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 Carolina	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
Ohio	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	1	0	0	0	0	2
Pennsylvania	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Tennessee	2022	0	1	0	0	0	0	1
	2023	1	1	0	0	0	0	2
	2024	2	1	1	0	0	0	2
Texas	2022	0	0	0	0	0	0	0
	2023	0	2	0	0	0	0	2
	2024	2	0	0	0	0	1	1
Virginia*	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
Washington	2022	1	0	0	0	0	0	1
	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Wisconsin	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1

FRANCHISEES (as of December 31, 2024)			
State	Business Location	Franchisee	Contact Information
AL	2144 O'Rourke Drive Mobile, Alabama 36695	Allison Hart (Type A Marketing, LLC) (Lite yorCMO Business)	allison@yorcmo.com (228) 596-2214
CA	18791 Caminito Pasadero, Unit 84 San Diego, California 92128	Nanda Grandison (IMPAC Marketing, LLC) (Solo yorCMO Business)	nanda@yorcmo.com (973) 592-6555
	6673 Mount Holly Drive San Jose, California, 95120	Aditi Karandikar (Demandgen Consultant, LLC) (Lite yorCMO Business)	aditi@yorcmo.com (408) 341-5408
	3553 Liggett Drive San Diego, California 92106	Alexandra Chrisman (Growth Marketing Partner, Inc.) (Lite yorCMO Business)	alex@yorcmo.com (619) 838-9226
CO	5370 S Garland Way Littleton, Colorado 80123	Amanda Costanzi**	amanda@yorcmo.com (773) 456-3662
	3662 Deacon Drive Mead, Colorado 80542	Stacy Kamagaki (KAM Strategy Group, LLC) (Firm yorCMO Business)	stacy@yorcmo.com (720) 236-7342
FL	14081 Heritage Landing Boulevard Unit 227 Punta Gorda, Florida 33955	Erin A. Matts (QUAE SCRIBIT, LLC) (Lite yorCMO Business)	erin@yorcmo.com (917) 941-6080
GA	3040 Balearic Drive Marietta, Georgia 30067	John Callahan (Lite yorCMO Business)	john@yorcmo.com (678) 982-5638
	315 Avalon Way Thomasville, Georgia 31792	Charles Eric Johnson (Lite yorCMO Business)	eric@yorcmo.com (404) 226-9312
IL	563 Canterbury Drive Carol Stream, Illinois 60188	Richard A. Taylor (Rich Taylor, LLC) (Firm yorCMO Business)	rich@yorcmo.com (773) 368-5135
IN	19814 Lakeview Drive Lawrenceburg, Indiana 47025	Jason Chadwick Person (Person Consulting, Inc.) (Solo yorCMO Business)	chad@yorcmo.com (417) 241-1097
MD	1926 Altavue Road Catonsville, Maryland, 21228	Evan Featherstone (US CMO Consulting, LLC) (Lite yorCMO Business)	evan@yorcmo.com (301) 502-3948
NE	16565 Locust Street Omaha, Nebraska 68116	Brandie Rezac (Haslyn Group, LLC) (Solo yorCMO Business)	brandie@yorcmo.com (402) 968-3052
	2626 North 170th Avenue Omaha, NE 68116	Jay Gordman (WEBTIVITY GROUP LLC) (Firm yorCMO Business)	jay@yorcmo.com (402) 630-5440
NJ	587 Highland Avenue Montclair, NJ 07043	Alcibiades Montas (Lite yorCMO Business)	(347) 366-8370
NC	6135 Long Stirrup Lane Mint Hill, North Carolina 28227	Lisa K. Sperow (Lite yorCMO Business)	lisa@yorcmo.com (704) 968-8367
	10 Grace Street, Apartment 605 Wilmington, NC 28401	Swanie Tolentino (Fractional Marketing Executive, LLC) (Lite yorCMO Business)	(919) 282-4648
OH	5868 Scotsman Court Dublin, Ohio 43016	Nikhil Hunshikatti (Hunshika, LLC) (Solo yorCMO Business)	nikhil@yorcmo.com (614) 634-1919
	10579 Durrey Court, Reminderville, OH 44202	Nadine Nana (Lite yorCMO Business)	(678) 641-8847

PA	232 Gladstone Road Pittsburgh, Pennsylvania 15217	Kenneth S. Acer (Acer Fractional Marketing, LLC) (Solo yorCMO Business)	ken@yorcmo.com (412) 580-5985
TN	1043 Clendening Drive Gallatin, Tennessee 37066	Jason Brisbane (Brisbane & Associates, LLC) (Lite yorCMO Business)	jason@yorcmo.com (408) 375-6543
	503 Ben Allen Road, Unit B, Nashville, TN 37216	Sean Foote CONTINEO LLC (Lite yorCMO Business)	(773) 949.5287
TX	11816 Inwood Drive, Unit 3258 Dallas, Texas 75244	Chris Daniello (Revenu Factor, LLC) (Lite yorCMO Business)	chris@yorcmo.com (704) 974-2884
VA	1927 Marthas Road Alexandria, Virginia 22307	Aneta Zawila-Jordan**	aneta@yorcmo.com (804) 695-7333
	43429 Sperrin Court Ashburn, Virginia 20147	Jamie Coffey (Solo yorCMO Business)	jamie@yorcmo.com (703) 755-5774
	1104 Great Passage Boulevard Great Falls, Virginia 22066	Stephanie Broyles**	stephanie@yorcmo.com (703) 597-5060
WA	12901 NE 176th Circle Battle Ground, Washington 98604	Dave Blanchard (Cognesis Marketing) (Solo yorCMO Business)	dave@yorcmo.com (360) 953-8898
	3722 E. Jefferson Street Seattle, Washington 98122	Marguerite Yeo (M's Pursuits, Inc.) (Lite yorCMO Business)	marguerite@yorcmo.com (206) 536-5884
WI	S75W21384 Crimson Court, Muskego, WI 53150	Marshall Poindexter (S.M. Poindexter Business Growth Solutions, LLC) (Solo yorCMO Business)	(414) 217-5090

** For purposes of this Disclosure Document, we have identified the yorCMO Independent Contractors/Licensees of our affiliate, yorCMO, LLC, as franchisees in Item 20 and this Exhibit F of this Disclosure Document.

AMENDMENT OF FDD DISCLOSURES:

A. Item 6, "Other Fees", Not sufficient funds are governed by Minnesota Statute 60A.113, which puts a cap of \$30 on service charges.

B. Item 13, "Trademarks", Item 13 is supplemented by the addition of the following: As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), we will reimburse you for any costs incurred by you in the defense of your right to use the marks, so long as you were using the marks in the manner authorized by us, and so long as we are timely notified of the claim and given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

C. Item 17, "Renewal, Termination, Transfer and Dispute Resolution." Item 17 is supplemented by the addition of the following: With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5, which require, except in certain specified cases, that you be given 90 days- notice of termination (with 60 days to cure) and 180 days-notice of non-renewal of the Agreement.

D. Item 17 "Renewal, Termination, Transfer and Dispute Resolution." Item 17 is supplemented by the addition of the following: Item 17 shall not provide for a prospective general release of claims against us that may be subject to the Minnesota Franchise Law. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.

E. Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

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

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

New York FDD Amendment
Amendments to the yorCMO
Franchise Disclosure Document

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 SERVICES OR 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 ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE

Subarticle 16.A.(4)(f) will not be enforced to the extent prohibited by applicable law.

7. Under both subarticles 16.A.(2) and 16.A.(4) of the Franchise Agreement, the following is added:

Minnesota law provides a franchisee with certain termination rights. Minn. Stat. Sect. 80C.14 Subdivisions 3, 4, and 5 require, except in certain specified cases, that franchisee be given 90 days-notice of termination (with 60 days to cure) of this Agreement.

8. Article 18.F. of the Franchise Agreement, under the heading “Governing Law”, shall be amended by the addition of the following statement added to the end of the last sentence of Article 18.F.:

; except to the extent otherwise prohibited by applicable law with respect to claims arising under the Minnesota Franchise Act.

9. Article 18.G. of the Franchise Agreement, under the heading “Choice of Law, Non-Binding Mediation, Binding Arbitration, and Consent to Jurisdiction”, shall be amended by the addition of the following statement added to the end of the last sentence of Article 18.G. of the Franchise Agreement:

; except to the extent otherwise prohibited by applicable law with respect to claims arising under the Minnesota Franchise Act.

10. Article 18.K. of the Franchise Agreement, under the heading “Waiver of Jury Trial”, shall be supplemented by the addition of the following statement at the end of the sentence contained in Article 18.K. of the Franchise Agreement:

; except that nothing in this Agreement should be considered a waiver of any right conferred upon Franchisee by the Minnesota Franchise Act.

11. Article 18.I. of the Franchise Agreement, under the heading “Limitations of Claims,” shall be supplemented by the addition of the following statement:

Under the Minnesota Franchise Act, any claims between the parties must be commenced within three years of the occurrence of the facts giving rise to such claim, or such claim shall be barred.

12. Article 18 of the Franchise Agreement, under the heading “Enforcement and Construction,” shall be supplemented by the addition of the following new subarticle 18.Z. to the Franchise Agreement:

Any foregoing acknowledgments are not intended to nor shall they act as a release, estoppel or waiver or any liability under the Minnesota Franchise Act.

13. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchise Act are met independently without reference to this amendment.

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

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

[SIGNATURE PAGE TO FOLLOW]

Success Fee (Note 8)	Up to 30% of Gross Sales for duration of contract term for any client of the Franchised Business originated by Practice Development Support, currently 10% of Gross Sales	Instantly on a per transaction basis when paid by client	Will be pre-deducted from Gross Sales received by us from clients of your yorCMO Business, or, if applicable, automatically deducted from your bank account by ACH or other means we designate. The Success Fee is in addition to any other fees required under the Franchise Agreement.
Client Project Support Fee (Note 9)	20% of Gross Sales per engaged new client of the Franchised Business	Instantly on a per transaction basis when paid by client	Will be pre-deducted from Gross Sales received by us from clients of your yorCMO Business, or, if applicable, automatically deducted from your bank account by ACH or other means we designate.
Marketing Virtual Professional (MVP) Fee	\$1,750 up to \$2,500 for set up and onboarding of MVP; \$750 to \$1,500 per month for ongoing MVP support	As incurred	Will be pre-deducted from Gross Sales received by us from clients of your yorCMO Business, or, if applicable, automatically deducted from your bank account by ACH or other means we designate. The MVP Fee may increase but not more than 10% year over year.
CMO for a Day Service Fee (Note 10)	20% of Gross Sales per engaged new client of the Franchised Business	Instantly on a per transaction basis when paid by client	Will be pre-deducted from Gross Sales received by us from clients of your yorCMO Business, or, if applicable, automatically deducted from your bank account by ACH or other means we designate.
Monthly Advisory and Mentoring Service Fee (Note 11)	\$750 to \$1,500 per engaged new client of the Franchised Business	Instantly on a per transaction basis when paid by client	Will be pre-deducted from Gross Sales received by us from clients of your yorCMO Business, or, if applicable, automatically deducted from your bank account by ACH or other means we designate.
Technology (Note 12)	Up to \$150 per month. This fee is currently \$ 120 <u>75</u> per month	Monthly as invoiced	Will be debited automatically from your bank account by ACH or other means designated by us.
Additional Software Fees (Note 13)	Up to \$75 per month, not currently assessed	Monthly	The Additional Software Fee is a monthly fee paid to a third party for various software programs, including accounting software.
Client Service and Refunds (Note 14)	Varies	On demand	Will be debited automatically from your bank account by ACH or other means designated by us.

provided by us for the project. The CMO for a Day Service Fee is due immediately upon the yorCMO Client's payment for any yorCMO services.

Note 11: Monthly Advisory and Mentoring Service Fee – The monthly advisory and mentoring service fee (the “Monthly Advisory and Mentoring Service Fee”) is \$750 to \$1,500 for each new yorCMO Client that engages you in a project that requires access to ongoing marketing leadership through quarterly strategic planning, monthly mentoring and advertisement sessions and ongoing guidance, but does not include any client audit or foundation and is used, at our discretion, to defray some of our costs related to the support provided by us for the project. The Monthly Advisory and Mentoring Service Fee is due immediately upon the yorCMO Client's payment for any yorCMO services.

Note 12: Technology Fee – The continuing monthly technology fee (the “Technology Fee”) is an administrative fee and is not associated with any particular service but is used, at our discretion, to defray some of our costs related to our technology systems. Currently we charge a monthly Technology Fee of ~~\$75+20~~ per month. We reserve the right to increase the monthly Technology Fee provided that the monthly technology fee shall not exceed \$150 per month.

Note 13: Additional Software Fees – In connection with the day-to-day operations of your yorCMO Business, we may require that you utilize a third party accounting service provider to maintain your general ledgers, book transactions and perform general bookkeeping tasks to maintain accurate books and records concerning the performance of your yorCMO Business.

Note 14: Client Service and Refunds – This fee will be charged to you based on the costs incurred by us, including refunds and credits that we may undertake on behalf of a client that was not satisfied with the services or products of your yorCMO Business. If we determine that your client is entitled to reimbursement of fees paid to you, we may reimburse your client directly. You must reimburse us for the amounts that we reimburse your client.

Note 15: Annual Conference Attendance Fee – If we offer a franchisee annual conference in a given year you will be required to attend the conference on the dates and at the location that we designate. You will be responsible for all travel and lodging expenses. We may charge you an annual conference fee in an amount not exceeding \$2,500. We reserve the right to charge the annual conference fee to those franchisees that do not attend. We will not require your attendance at an annual conference for more than three days during any calendar year.

Note 16: Associate CMO Training Fee – The associate CMO training fee (the “Associate CMO Training Fee”) of \$2,000 for each associate CMO of the Franchised Business that we provide training to. Each associate CMO must complete training to our satisfaction and must be approved by us. Your hiring of an associate CMO is only permitted for a Firm yorCMO.

During the fiscal year ending December 31, 2024, we waived the Royalty Fee, Sales and Marketing Fund Fee, Renewal Fee, and Insurance Review Fee, discounted the Client Audit Support Fee, Client Foundation Support Fee, Monthly Client Support Fee, Client Project Support Fee and Success Fee for one franchisee who was formerly a part of our management team and co-founder.

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Table 21

Franchise Outlet 21-20 (Lite yorCMO)		
Date Outlet Opened: September 2023		Location: Dallas, Texas
2024 Calendar Year		
	Total	%¹
Gross Sales	\$70,000	100.00%
Less: Adjustments for Select Franchisee Related Expenses		
Royalty Fee ²	(\$31,400)	44.86%
Sales and Marketing Fund Fee ³	N/A	N/A
Technology Fee ⁴	(\$900)	1.29%
Client Support Fees ⁵	N/A	N/A
Success Fee ⁶	N/A	N/A
Adjusted Profit	\$37,700	53.86%

Notes to Tables 3 to 21

¹ “%” – Represents the percentage of total Gross Sales.

² Royalty Fee – For a Solo yorCMO or Firm yorCMO Business, the recurring Royalty Fee is equal to 5% of Gross Sales. For a Lite yorCMO Business, the recurring Royalty Fee is equal to 50% of Gross Sales.

³ Sales and Marketing Fund Fee – For a Solo yorCMO or Firm yorCMO Business, the Sales and Marketing Fund Fee is equal to \$750 per month. For a Lite yorCMO Business, we do not currently charge the Sales and Marketing Fund Fee.

⁴ Technology Fee – The Technology Fee is currently equal to an amount of ~~\$75+20~~ per month but we reserve the right to increase the Technology Fee to an amount equal to up to \$150 per month. For the 2022, 2023 and 2024 Calendar Years, the Technology Fee was equal to an amount of \$75 per month.

⁵ Client Support Fees – Client Support Fees include Client Audit Support Fees, Client Foundation Support Fees, and Monthly Client Support Fees that a Franchise Outlet would pay to us or required by the Franchise Agreement if its Business generated the same Gross Sales over the 2022, 2023 and/or 2024 Calendar Year. The Client Audit Support Fee is currently equal to an amount of up to \$6,000 per engage new client of the Franchised Business. The Client Foundation Support Fee is currently equal to an amount of up to \$8,500 per engage new client of the Franchised Business. The Monthly Client Support Fee is currently equal to an amount of up to \$2,500 per month per new client of the Franchised Business. For a Lite yorCMO Business, we do not currently charge the Client Audit Support Fees, Client Foundation Support Fees, and Monthly Client Support Fees.

⁶ Success Fee – The Success Fee is a commission paid to us in an amount of up to 30% of all Gross Sales generated from any yorCMO client that engages you and was referred to you by us and/or the Practice Development Support. Currently, the Success Fee is equal to an amount of 10% of Gross Sales.

Some Outlets have earned this amount. Your individual results may differ. There is no assurance that you'll earn as much.