#### FRANCHISE DISCLOSURE DOCUMENT



Jackson Hewitt Inc. a Virginia corporation 501 N. Cattleman Road, Suite 300 Sarasota, Florida 34232 (973) 630-1040 www.jacksonhewitt.com E-mail: joinus@jtax.com

The franchise is the right to operate a business that offers tax preparation services and other financial and related products and services under the Jackson Hewitt Tax Service<sup>®</sup> brand and system.

The total investment necessary to begin operation of a standard Jackson Hewitt Tax Service® business is \$71,050 to \$105,000 (for a new franchisee) or \$44,350 to \$78,000 (for an existing franchisee). This includes \$25,500 to \$30,500 (for a new franchisee) or \$0 to \$5,000 (for an existing franchisee) that must be paid to franchisor or its affiliates. The total investment necessary to begin operation of a kiosk location is \$14,900 to \$42,500. This includes \$0 to \$1,000 that must be paid to franchisor or its affiliates.

This Disclosure Document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least 14 calendar days before you sign a binding agreement with, or make any payment to, 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 Disclosure Document.

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Victoria McShane, our Director, Franchise Compliance, 501 N. Cattleman Road, Suite 300, Sarasota, Florida, (973) 630-1040 ext. 9061, joinus@jtax.com.

The terms of your contract will govern your franchise relationship. Do not 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 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, DC 20580. You can also visit the FTC's home page at <a href="https://www.ftc.gov">www.ftc.gov</a> 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: August 20, 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	
	Exhibit G.	
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	Item 21 or Exhibit H includes financial	
the financial ability to	statements. Review these statements	
provide support to my	carefully.	
business?		
Is the franchise system	Item 20 summarizes the recent history of the	
stable, growing, or	number of company-owned and franchised	
shrinking?	outlets.	
Will my business be the	Item 12 and the "territory" provisions in the	
only Jackson Hewitt Tax	franchise agreement describe whether the	
Service business in my	franchisor and other franchisees can compete	
area?	with you.	
Does the franchisor have	Items 3 and 4 tell you whether the franchisor or	
a troubled legal history?	its management have been involved in material	
	litigation or bankruptcy proceedings.	
What's it like to be a	Item 20 or Exhibit G lists current and former	
Jackson Hewitt Tax Service	franchisees. You can contact them to ask	
franchisee?	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

<u>Continuing responsibility to pay fees</u>. 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.

<u>Supplier restrictions</u>. 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.

<u>Operating restrictions</u>. 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.

<u>Competition from franchisor</u>. 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.

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

## **Some States Require Registration**

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

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

### Special Risks to Consider About This Franchise

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

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

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

# THE FOLLOWING APPLY TO TRANSACTIONS GOVERNED BY 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.

- (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 protections provided in the Michigan Franchise Investment 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 subfranchisor.
  - (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 franchisor shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations 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
Consumer Protection Division
Attn: Franchise
670 G. Mennen Williams Building
525 West Ottawa
Lansing, Michigan 48933
Telephone Number: (517) 373-7117

Note: Despite subparagraph (f) above, we intend, and we and you agree to fully enforce the arbitration provision of the Franchise Agreement. We believe that paragraph (f) is preempted by federal law and cannot preclude us from enforcing these arbitration provisions. We will seek to enforce this section as written..

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

Unless the context otherwise requires, all references to "Jackson Hewitt," "Franchisor," or "us" refer to Jackson Hewitt Inc., and all references to "Franchisee" or "you" refer to the person or legal entity that is granted the right to operate a Jackson Hewitt Tax Service® business (sometimes referred to in this document as the "Franchised Business") under a franchise agreement ("Franchise Agreement"), our current standard form of which is attached to this Disclosure Document as Exhibit C. If you are a legal entity (other than an individual), the provisions of the Franchise Agreement also apply to your Owners because we require that all your Owners personally guarantee, and be personally bound by, your obligations under the Franchise Agreement. We also reserve the right to require your Owners' spouses to personally guarantee and be personally bound by your obligations under the Franchise Agreement.

The Franchisor, Any Parents and Affiliates. We are a Virginia corporation incorporated on December 24, 1985. We and our wholly owned subsidiary, Tax Services of America, Inc. ("TSA"), do business under the name Jackson Hewitt Tax Service. We have operated and offered franchises for Jackson Hewitt Tax Service businesses since 1986. TSA operates the company-owned locations. We engage only in franchising and supporting franchisees of businesses relating to tax return preparation and other financial and related products and services. From 1994 through 1996, we also operated and offered franchises for copy and related services businesses under the name "Copy, Pack & Ship." Otherwise, neither we nor any of our affiliates have ever offered franchises in any other line of business. Except for JH Technology as described in the next paragraph, we have no affiliates ("Affiliates") that provide products or services to our franchisees.

We have no predecessors. Our corporate parent is Jackson Hewitt Tax Service Inc. ("JHTS"), a Delaware corporation incorporated on February 20, 2004. On May 31, 2018, under the terms of an Agreement and Plan of Merger, Assist Parent LLC ("Assist Parent"), a Delaware limited liability company, became the owner of JHTS. The parent of Assist Parent is Assist TopCo LLC, a Delaware limited liability company; the parent of Assist TopCo LLC is Assist Holdings L.P., a Delaware limited partnership; the majority owner of Assist Holdings L.P. is Corsair Assist, L.P., a Delaware limited partnership, the majority of which is owned by investment funds. One of our Affiliates, Jackson Hewitt Technology Services LLC ("JH Technology"), provides various technology services for our system. The principal business address for us, TSA, JHTS, and JH Technology is 501 N. Cattlemen Road, Suite 300, Sarasota, Florida 34232. The principal business address for Assist Parent and its parents is 717 Fifth Avenue, 24th Floor, New York, New York 10022.

Franchises Offered. We offer franchises for the operation of Jackson Hewitt Tax Service businesses that provide tax return preparation and other financial and related products and services under the service marks "JACKSON HEWITT®" and "JACKSON HEWITT TAX SERVICE®" and such other trademarks, service marks, trade dress and logos that we designate (the "Marks"). Each Franchised Business is governed by a Franchise Agreement and must be operated in accordance with our plan and system for preparing, checking and electronically filing income tax returns, and for offering other financial and related products and services, using our software, accounting methods, merchandising, equipment selection, advertising, promotional techniques, personnel training and quality standards that feature the Marks (the "Operating System"). Each Franchise Agreement will describe a defined territory ("Territory") and will specify the number and types of offices you will be required to open within the Territory. Currently, we require each Franchised Business of a new franchisee to open at least three offices, comprising at least one storefront location and two Jackson Hewitt "kiosk" locations. A kiosk is generally located within a National Account Location or Affinity Location (defined below).

We have and may continue to enter into arrangements with organizations that permit you and/or us to operate a facility in locations open to the general public ("National Account") as well as places that are not open to the general public, such as within a business, organization, labor union, or government

employer (an "Affinity Location"). We may negotiate special rates and/or services for providing tax preparation services at a National Account location ("National Account Location") or an Affinity Location. Except as necessary to permit you to open the minimum number of kiosk locations under your Franchise Agreement, we are not required to allow you to service Affinity Accounts or National Accounts or operate in Affinity Accounts or National Account Locations. With respect to any National Account or Affinity Location, you and we will execute an addendum to the Franchise Agreement to reflect the non-traditional nature of the location as well as the specific requirements that are imposed by the particular National Account or Affinity Account. Our current form of addendum is attached as Schedule D to the Franchise Agreement (see Exhibit C to this Disclosure Document), but the form you would sign would be an adaptation of that form to incorporate terms and conditions specific to the particular Affinity Account or National Account and the operation of Jackson Hewitt businesses at their locations. Depending on the arrangement we negotiate with the National Account or Affinity Account, many of these locations may only operate during one or more Tax Seasons. A "Tax Season" is the period beginning on January 2 and ending on the last date that individual federal income tax returns are due under the Internal Revenue Code of 1986, as amended (the "Code"), without extension (typically, April 15th or the next business day if this day falls on a weekend or federal holiday). We currently have National Account arrangements with national and large regional retailers and under those arrangements, we and our Franchisees operated facilities in over 2,600 National Account Locations as of April 30, 2025. There are presently no Affinity Locations.

If you are an existing franchisee who meets our eligibility standards, and you wish to acquire rights to an additional Territory, you must sign an Existing Franchisee Expansion Amendment (our "Existing Franchisee Expansion Program") in connection with signing a new Franchise Agreement for the additional territory. Our current form of Existing Franchisee Expansion Amendment is attached as Exhibit D. Under the franchise agreement you execute pursuant to the Existing Franchisee Expansion Program, you will agree to open and operate, in addition to the offices you operate under your existing Franchise Agreement, either (i) one or more kiosks (a "Kiosk-Only Expansion"), or (ii) a certain number of storefront and kiosk offices (a "Dual Expansion"), which will be detailed on Schedule A to your new Franchise Agreement. The Existing Franchisee Expansion Amendment will amend certain terms under your new Franchise Agreement and will otherwise not affect your existing Franchise Agreement. Not every franchisee will meet our criteria for participation in the Existing Franchisee Expansion Program. We may choose to stop offering the Existing Franchisee Expansion Program at any time.

If you are currently operating a Jackson Hewitt franchise under the "NFA" form of franchise agreement, the term of that franchise agreement is expiring, and you satisfy our criteria for obtaining a successor franchise, then along with the form of Franchise Agreement attached as Exhibit C, you will sign the Renewal Addendum to Franchise Agreement (NFA) (the "NFA Renewal Addendum") attached to this Disclosure Document as Exhibit E. Under the NFA Renewal Addendum, you and we agree to certain terms that were negotiated by the Independent Council of Jackson Hewitt Franchisees, Inc., and that are required to be reflected in the Franchise Agreement that you sign in connection with the renewal of the franchise granted under your original franchise agreement.

Competition. The market for paid tax return preparation and other financial and related products and services is highly competitive. Our network of Jackson Hewitt businesses (the "Network") competes with tens of thousands of paid tax return preparers and providers and regional and national accounting firms and financial service institutions that prepare tax returns and provide other financial and related products and services as part of their businesses. We also face competition from the online and software self-preparer market, including our own separate online do-it-yourself tax preparation and filing service and the Free File Alliance (a consortium of the IRS and online preparation services, of which we are not a member) that provide free or low-cost online tax return preparation, and from volunteer organizations that prepare tax returns at no cost for low-income taxpayers. The Volunteer Income Tax Assistance Program continues to remain strong and growing as to participant customers who wish to self prepare

their tax returns. Additionally, the IRS has launched its IRS Direct File platform available in 25 states. Certain states may also pass legislation to provide free online tax return preparation and filing from time to time. Our ability to compete in the tax return preparation business depends on our product mix, price for services, customer service, the specific site locations of our offices, local economic conditions, quality of on-site office management, the ability to file tax returns electronically with the IRS and states, and the availability of financial products to our customers. Seasonality is a substantial factor in the operation of a Jackson Hewitt Tax Service business. Revenue derived during Tax Seasons currently accounts for most, if not all, of the revenue derived by Jackson Hewitt Tax Service businesses.

**Laws and Regulations Applicable to the Business**. The following laws may apply to your Jackson Hewitt Tax Service business:

Tax Laws and Regulations. The Code and its regulations govern the determination of tax for each customer, who may practice as a tax return preparer, the conduct of tax return preparers, and eligibility for obtaining and maintaining an Electronic Filing Identification Number ("EFIN"). You must secure and maintain an EFIN for those locations where you offer income tax return preparation services. You cannot file tax returns electronically if you cannot pass "suitability" screening by the IRS to qualify for an EFIN. You may not pass this screening if you have an existing dispute with the IRS or any state tax department, you owe back taxes or tax penalties, you have not filed taxes for your individual income or business or for other reasons set by the IRS.

Tax Return Preparation Regulations: All tax preparers are required to comply with all relevant federal, state and local rules and regulations that are or will be adopted by the IRS and various other agencies. These include the requirements set forth in Treasury Department Circular 230 as well as certain registration requirements and rules and requirements applicable to e-file providers (including, for example, IRS Publication 1345, Handbook for Authorized IRS e-file providers), document retention, and privacy. Preparers preparing tax returns are also subject to accuracy-related penalties in connection with the preparation of tax returns and may be enjoined from preparing tax returns if they continually or repeatedly engage in specified misconduct. Various IRS regulations also require tax return preparers to comply with certain due diligence requirements to investigate factual matters in connection with the preparation of tax returns. The IRS conducts audit examinations of authorized IRS e-file providers and tax return preparers, reviewing samples of prepared tax returns to ensure compliance with regulations in connection with tax return preparation activities.

**Privacy Laws**. Federal and state law also requires us and our franchisees to safeguard the privacy and security of our customers' data, including personally identifiable information and financial information to prevent a compromise or breach of security that would result in the unauthorized release of our customers' data. In addition, the Gramm-Leach-Bliley Act and related Federal Trade Commission ("FTC") regulations require income tax return preparers to adopt and disclose customer privacy policies and provide customers a reasonable opportunity to opt-out of having personal information disclosed to unaffiliated third parties for marketing purposes. Some states have adopted or proposed stricter opt-in requirements in connection with use or disclosure of consumer information.

Financial Product Regulations. Federal and state statutes and regulations govern the facilitation and/or offering of various financial products available in our offices. These laws require Jackson Hewitt Tax Service businesses to, among other things, provide specific disclosures and advertise financial products in a certain manner. Certain jurisdictions may, now or in the future, require that the franchisee hold a separate license or registration as a condition to the facilitations and/or offering of financial products available in our offices. Changes to statutes, regulations or interpretation of law could result in a need to modify or not offer certain products or services.

Tax Course Regulations. Tax preparation courses offered by us and our franchisees are subject to regulation under proprietary school laws and regulations in many states. Under these regulations, our tax courses may need to be registered and may be subject to other requirements relating to facilities, instructor qualifications, contributions to tuition guaranty funds, bonding and advertising.

### ITEM 2 BUSINESS EXPERIENCE

### Greg Macfarlane, President and Chief Executive Officer

Mr. Macfarlane has been our and JHTS's President since June 15, 2020 and was appointed as our and JHTS's Chief Executive Officer on July 15, 2020. In addition, Mr. Macfarlane has served as a member of JHTS's Board of Directors since May 2018.

### Justin DiTrolio, Senior Vice President and Chief Financial and Administrative Officer

Mr. DiTrolio has been employed by us since August 2014 in various positions. He has served as our Senior Vice President and Chief Financial and Administrative Officer since March 2024. From September 2021 to March 2024, Mr. DiTrolio served as our Senior Vice President and Chief Financial Officer. From September 2020 to September 2021, Mr. DiTrolio served as our Senior Vice President, Chief Product and Innovation Officer. From July 2019 to September 2020, Mr. DiTrolio served as our Senior Vice President, Chief Product and Strategy Officer.

### **Jared Heady,** Senior Vice President, General Counsel and Corporate Secretary

Mr. Heady has served as our Senior Vice President, General Counsel and Corporate Secretary since August 2024. From August 2022 to August 2024, Mr. Heady served as our Vice President, Deputy General Counsel and Assistant Corporate Secretary. Before that, Mr. Heady served as our Vice President, Associate General Counsel and Assistant Corporate Secretary from October 2018 to August 2022.

### Shara Abrams, Senior Vice President, Chief Business Development Officer

Ms. Abrams has been employed by us since February 1995 in various positions. She has served as our Senior Vice President and Chief Business Development Officer since June 2025. From May 2021 to June 2025, Ms. Abrams served as our Senior Vice President of Commercial Franchise Operations. From May 2012 to May 2021, Ms. Abrams served as our Senior Vice President, Operations.

### Edward Perez, Senior Vice President, Company Owned & Franchise Commercial Operations

Mr. Perez has been employed by us since July 2020 in various positions. He has served as our Senior Vice President of Company Owned & Franchise Commercial Operations since June 2025. From July 2020 to June 2025, Mr. Perez served as our Senior Vice President and Chief Operations Officer.

### Kimberly Hudson, Senior Vice President and Chief Marketing Officer

Ms. Hudson has been our Senior Vice President and Chief Marketing Officer since September 2022. From May 2022 to September 2022, she served as our interim Chief Marketing Officer. From November 2021 to May 2022, Ms. Hudson was the sole owner of Campfire Consulting, LLC, a consulting firm based in Whitefish, Montana, which provided services to us. From August 2019 to November 2021, Ms. Hudson served as our Senior Vice President, Marketing. Ms. Hudson is based in Whitefish, Montana.

### **Thomas Yearsley,** Vice President, Real Estate Development and Franchise Sales

Mr. Yearsley has served as our Vice President, Real Estate Development and Franchise Sales since June 2022. From May 2021 to June 2022, Mr. Yearsley served as our Senior Director, Tax Resolution Services. From October 2019 to May 2021, Mr. Yearsley served as a Financial Advisor for Edward Jones in Overland Park, Kansas. Mr. Yearsley is based out of Shawnee, Kansas.

Unless otherwise noted, all of our officers described in this Item hold equivalent officer positions at JHTS, our parent corporation, and all positions are based in Sarasota, Florida.

### ITEM 3 LITIGATION

#### CONCLUDED ACTIONS

State of New Jersey ex rel. Gulsen Kama v. Jackson Hewitt and David Prokupek (Case No. HUD-L-1637-16; Superior Court of New Jersey - Law Division - Hudson County). On April 21, 2016, an anonymous complaint was filed under seal with the Superior Court of New Jersey - Hudson County. The State of New Jersey elected not to intervene, so the complaint was unsealed, revealing that it was brought by a former employee, primarily under the New Jersey False Claims Act, against an unspecified "Jackson Hewitt" entity and David Prokupek (our former President and CEO), seeking to recover for the state of New Jersey what she contended was over \$2 million in planned business development grants for the unspecified entity, plus treble damages, and to personally recover a percentage of whatever damages, if any, were eventually awarded against the defendants. The plaintiff also sought an unspecified amount of damages for herself through supplemental claims alleging various counts of fraud, violation of the New Jersey Conscientious Employee Protection Act (CEPA), breach of the covenant of good faith and fair dealing, and violation of the New Jersey RICO Act, all in connection with her prior employment. On November 8, 2017, the parties entered in a settlement agreement under which we and Prokupek agreed to pay the plaintiff \$400,000 and the parties exchanged mutual releases. The case was dismissed with prejudice on November 21, 2017.

Luis Lomeli v. Jackson Hewitt Inc., et al. (Case No.17-cv-02899; United States District Court for the Central District of California). On April 17, 2017, Luis Lomeli filed a putative class action complaint against us, TSA, our franchisee, Juan Flores and his company JJF & AC, Inc., Santa Barbara Tax Products Group LLC, Civista Bancshares, Inc., and Civista Bank, N.A. Lomeli purported to represent two groups of Jackson Hewitt customers, one whose returns, he alleged, were manipulated after being approved by the customer, and the other who, he alleged, were charged "undisclosed fees" as part of our assisted refund program. He asserted claims for RICO, negligence, fraud, and violation of various California statutes, including the California Business & Professions Code, the California Consumer Legal Remedies Act, and the California Customer Records Act. He sought injunctive relief, equitable relief, and declaratory relief, unspecified compensatory and statutory damages, treble damages, punitive damages, attorneys' fees, costs, and interest. On October 19, 2017, the Court entered an order granting our and TSA's Motion to Dismiss. The Court specifically ruled that Lomeli had failed to allege facts showing that we or TSA had done anything wrong and further held that plaintiff's allegations of vicarious liability based on a franchisor-franchisee relationship were insufficient under California law. Plaintiff filed an amended complaint on November 9, 2017, addressing these deficiencies. On or about May 23, 2018, the parties entered into a settlement agreement and general release under which we and TSA agreed to pay plaintiff \$100,000 and enter into an Assignment of Insurance Proceeds with plaintiff under which any insurance proceeds collected from franchisee's insurance carrier would be apportioned between us and plaintiff such that we would receive the first \$100,000 collected, plaintiff would receive the second \$100,000 collected, and we would receive any remaining insurance proceeds. On May 29, 2018, the court dismissed plaintiff's class allegations without prejudice and dismissed plaintiff's individual claims with prejudice.

1040, Inc., et al. v. Jackson Hewitt Inc. (Case No. L-005179-17; Superior Court of New Jersey, Law Division). This action was filed by 94 franchisees on December 21, 2017, alleging that we breached their franchise agreements and violated the New Jersey Consumer Fraud Act based on how we calculated and paid incentive payments for certain financial products. The plaintiffs sought monetary damages, punitive and treble damages, several declarations regarding the calculation of the incentive payments, access to various documents, and an award of attorneys' fees and costs. On April 13, 2018, on our motion, the court dismissed plaintiffs' punitive damages claim. The plaintiffs subsequently filed two amended complaints. We denied the plaintiffs' claims and asserted counterclaims against certain franchisee-plaintiffs and third-party claims against their guarantors for breaches of contract and guarantee for their failure to comply with their payment, training, financial, advertising, performance, and/or collateral agreement obligations. We also asserted a counterclaim against certain franchiseeplaintiffs seeking recovery of, or an offset against future incentive payments to those franchiseeplaintiffs for, certain overpayments we made to them and an award of our attorneys' fees and costs. Pursuant to the parties' agreement, the court proceeding was dismissed without prejudice on July 12, 2019, and the parties began arbitrating their disputes. On August 5, 2020, the parties reached a settlement under which (1) we agreed to pay plaintiffs \$350,000 to be distributed among themselves as they determined, (2) the plaintiffs acknowledged our right to make certain deductions when calculating future incentive payments, (3) the plaintiffs agreed to enter into an amendment to their franchise agreement to clarify how future incentive payments would be calculated, (4) the parties released claims against each other with respect to the matters addressed in the arbitration, and (5) the parties filed a joint stipulation of dismissal of the case with prejudice.

Robert Lematta, individually and on behalf of all others similarly situated, v. Casper Sleep Inc., Philip Krim, Gregory Macfarlane, Neil Parikh, Diane Irvine, Anthony Florence, Jack Lazar, Benjamin Lerer, Karen Katz, Dani Reiss, Morgan Stanley & Co. LLC, Goldman Sachs & Co. LLC, Jefferies LLC, BofA Securities, Inc., UBS Securities LLC, Citigroup Global Markets Inc., Piper Sandler & Co. and Guggenheim Securities, LLC (Case No. 1:20-cv-02744-MKB-RML, United States District Court for the Eastern District of New York) (the "Federal Action") and In re Casper Sleep Inc. Securities Litigation (Supreme Court of the State of New York, County of New York: Commercial Division, Index No. 652284/2020) (the "State Action"). On June 19, 2020, Robert Lematta filed a class action lawsuit on behalf of persons or entities who purchased or otherwise acquired publicly traded securities in or traceable to the initial public offering conducted by Casper Sleep Inc. ("Casper") on February 7, 2020 (the "IPO"). Among the many defendants named in these actions was Greg Macfarlane, our current President and Chief Executive Officer. At the time of the IPO, Mr. Macfarlane was Casper's Chief Financial Officer and Chief Operating Officer. The plaintiffs alleged that the defendants violated the Securities Act of 1933 (the "Securities Act") and the Securities Exchange Act of 1934 (the "Exchange Act") by issuing and disseminating a registration statement for the IPO that contained misstatements and/or omissions, knowingly or recklessly engaging in acts to deceive the investing public, and participating in conduct that artificially inflated the market price of Casper securities. On June 7, 2024, plaintiffs filed their motion for preliminary approval of settlement, which provided for Casper to pay \$3,000,000 cash (including attorneys' fees and costs and administration expenses) to the members of the settlement class. On February 6, 2025, following a fairness hearing, the Court approved the settlement and dismissed the action with prejudice.

<u>Jessica Robinson v. Jackson Hewitt Inc. and Tax Services of America, Inc.</u> (Case No. 2:19-cv-9066; United States District Court for the District of New Jersey), originally filed January 24, 2019 in the United States District Court for the Eastern District of Virginia. The plaintiffs, who alleged to be former employees of Jackson Hewitt businesses, alleged that we violated the Sherman Antitrust Act by conspiring to restrict movement of employees and to suppress employee wages through covenants against recruiting our employees contained in franchise agreements entered into with our franchisees. The plaintiffs sought class certification, an order enjoining the enforcement of the covenants against recruiting our employees, treble damages (in an unspecified amount), pre- and post-judgment interest,

and costs and attorneys' fees. After four actions alleging materially the same claims and pending in the United States District Court for the Eastern District of Virginia were transferred to the United States District Court for the District of New Jersey, two of the cases were dismissed voluntarily and one was dismissed by stipulation. On April 5, 2024, the plaintiffs filed an unopposed motion for preliminary approval of the class settlement, under which we agreed (i) to make announcements to managers of company-owned locations and franchisees that there are no restrictions on the hiring of employees of Jackson Hewitt, its affiliate's employees, or employees of franchisees; and (ii) to pay \$10.8 million (including attorneys' fees and costs and administration expenses) to the members of the settlement class. On November 25, 2024, the Court approved the settlement and entered a final judgment of dismissal with prejudice.

Other than these actions, no litigation is required to be disclosed in this Item.

# ITEM 4 BANKRUPTCY

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

# ITEM 5 INITIAL FEES

**Application Fee.** We charge a non-refundable application fee of \$500, payable in a lump sum upon your submission of an application for a Franchised Business. Except in connection with certain sales programs and promotions, the application fee is uniformly charged to all new franchisees. We do not charge existing franchisees an application fee.

**Initial Franchise Fee.** We charge an initial franchise fee of \$25,000, payable in a lump sum when you sign a Franchise Agreement. Pursuant to the Franchise Agreement, you will be granted the right, and you will accept the obligation, to open one standard "storefront" office and two kiosk offices, pursuant to a development schedule. A kiosk office is generally located within another retail establishment. You will operate the three office locations pursuant to a single Franchise Agreement that you sign.

If you qualify for the Existing Franchisee Expansion Program, you will not pay an initial franchise fee.

The applicable initial franchise fee is uniformly charged, and the initial franchise fee and application fee are non-refundable.

Initial Local Advertising. You must spend \$5,000 in local advertising to advertise and market your business in the Territory during your first Tax Season (except in a facility within an Affinity Account or National Account, in which case you are required to spend \$1,000 in local advertising) unless you purchase an existing Franchised Business that has operated one full Tax Season during the immediately prior Tax Season. You may place this advertising or marketing yourself or you can pay the local advertising fee to us and have us place this advertising and marketing for you. If you pay us this amount, the amount is uniform and not refundable.

### ITEM 6 OTHER FEES

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Royalty Fee	First Reporting Year—3%	From January 1 through	See Note 1
(Franchise	of Gross Volume of	April 30: on the 5th and	
Agreement,	Business	20th day of the month for	
Existing		the preceding half month	
Franchisee	Second Reporting Year—		
Expansion	6% of Gross Volume of	From May 1 through	
Program –	Business	December 31: monthly on	
Kiosks)		the 5th day of each month	
	Third Reporting Year—9%	for the prior month	
	of Gross Volume of		
	Business		
	Fourth and subsequent		
	Reporting Years—15% of		
	Gross Volume of Business		
Royalty Fee	First Reporting Year—7%	From January 1 through	See Note 1
(Existing	of Gross Volume of	April 30: on the 5th and	
Franchisee	Business	20th day of the month for	
Expansion	Business	the preceding half month	
Program –	Second Reporting Year—	ine preceding nan menen	
Storefront)	12% of Gross Volume of	From May 1 through	
	Business	December 31: monthly on	
		the 5th day of each month	
	Third and subsequent	for the prior month	
	Reporting Years—15% of	•	
	Gross Volume of Business		
Royalty Fee	15% of Gross Volume of	From January 1 through	See Note 2
(NFA Renewal	Business (or lower if your	April 15: on the 5th and	
Addendum)	original franchise	20th day of the month for	
	agreement provided for a	the preceding half month	
	lower royalty rate)	Enomo Ammil 16 thmossorb	
		From April 16 through April 30: on the 5th day	
		of May	
		OI Way	
		From May 1 through	
		December 31: monthly on	
		the 5th day of each month	
		for the prior month	
Advertising Fee	6.5% of Gross Volume of	Same as Royalty Fee	See Note 3
	Business		
Technical	Varies	On or about March 15 for	See Note 4
Assistance Fee		technical support	
		provided from January 1	
		through the last day of	
		February, and on May 15	
		for technical support	
		provided from March 1	
	<u> </u>	through April 30	

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Amendment Fee	The greater of our costs	At time of amendment	Due only if we agree to amend your
	associated with the		Franchise Agreement for any reason or
	amendment or \$250		grant a waiver or other accommodation
Direct Deposit	Actual cost	On invoice	If the IRS or any state tax authority
User or License			imposes any fees in connection with
Fee			electronic filing, you must pay all such
			fees in a timely manner. If we impose or
			collect any such fees for your Franchised
			Business, we will provide you with
			documents that detail any such charges
Technology Fee	Varies	On invoice	See Note 5
Cooperative	50% of the amount you	On invoice	We have established a local marketing
Program	elect to spend on		program (the "Cooperative Program") in
Participation Fee	Qualifying Marketing		which you may elect to participate, but
	Expenditures under the		are not required to do so. If you elect to
	Cooperative Program		participate in the Cooperative Program,
			we will pay your Qualifying Marketing
			Expenditures (defined in Item 11) to
			your approved vendor(s) on your behalf,
			and you will reimburse us 50% of your
			total Qualifying Marketing
			Expenditures. We may discontinue the
			Cooperative Program at our discretion or
			change the percentage of our and your
			contribution to Qualifying Marketing
			Expenditures from time to time.
Service and	Varies	On invoice	If you ask us to evaluate a proposed
Product Testing			service or product, we may require that
Fee			you reimburse the expenses we or our
			Affiliates incur in assessing your
			proposed services or products.
Payments to	Equal to the tax	On invoice	If you do not resolve customer
Customers	preparations fee and/or any		complaints and the customers contact us,
	other amounts we pay to		we may pay customers on your behalf,
	your customers		and you will be required to reimburse us.
Transfer Fee	\$10,000 per Territory for 1	At time of transfer	See Note 6
	to 5 Territories;		
	\$7,500 per Territory for 6		
	to 15 Territories;		
	\$5,000 per Territory for 16		
	or more Territories		

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Processing Fee	400 to 1,000 tax returns = \$1,000; 1,001 to 2,500 tax returns = \$2,000; More than 2,500 tax returns = \$2,500	Immediately after closing	If we disclose to you a Competing Business in your Territory, and we provide substantial assistance that results in your acquisition of the Competing Business, you must pay us this processing fee. The amount of the processing fee will be determined by the number of federal tax returns prepared by the Competing Business in the tax season immediately preceding the closing. You may have to sign a confidentiality agreement to obtain the name of the Competing Business or its owner. See Note 7
Late Gross Volume Report Fee	\$50 per day	On invoice	Due only if you do not timely submit your "Gross Volume Report," which is a periodic report that describes and certifies your Gross Volume of Business. See Note 8
Interest on Late Payments	Lesser of 18% per year or the highest legal rate allowed in your state.	On invoice	Due only if you do not pay amounts owed by their due dates
Insufficient Funds Charge	\$100	On demand	Due only if your checks are returned or if there are insufficient funds in your account when we attempt to withdraw fees owed
Non-Compliance Fee	Increase in Royalty rate by 1 percentage point	On demand	Imposed only if you are not in compliance with the Franchise Agreement or you or your Affiliates are not in compliance with any other agreement with us or our Affiliates; continues until all such defaults are cured. We will not increase the Royalty rate unless we have provided you written notice of the default and you have failed to cure such default within 5 days for a monetary default.
Audit Expenses	Costs we incur for our employees' travel, room, board and other related expenses and, if applicable, our estimate for amounts owed based on our estimate of underreported Gross Volume of Business	On invoice	See Note 9

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Enforcement Costs	Varies	Upon settlement or entry of a judgment or court or administrative order	If we incur any costs or expenses, including attorney's fees, in connection with any action, claim or suit by you or us with respect to the Franchise Agreement or any collateral agreement, and we prevail in such action, claim or suit, then you will be required to pay all such costs and expenses
Indemnity	Varies	Upon settlement or entry of a judgment or court or administrative order	See Note 10
Liquidated Damages	Varies	Upon demand	See Note 11
Failure to Cooperate with Audit Fee	\$5,000 for first failure; \$10,000 for second or subsequent failure	Upon demand	If you fail to cooperate with an audit or investigation, you must pay us this fee to compensate us for the damages we will sustain as a result of your failure.
Failure to Submit Business Improvement Plan Fee	\$2,500 for first failure; \$5,000 for second failure	Upon demand	If you fail to submit a Business Improvement Plan by the BIP Submission Deadline (see Item 12), you must pay \$2,500. If you fail to submit a Business Improvement Plan by the 2 <sup>nd</sup> BIP Submission Deadline (also see Item 12), you must pay us \$5,000 (if you have paid the \$2,500 payment already for the first failure). These fees are a reasonable estimate of the damages we will sustain as a result of your failure to timely submit a Business Improvement Plan.
Unauthorized Advertising or Marketing Fee	\$10,000 per instance	Upon demand	If you use unauthorized advertising or marketing in connection with your business, you must pay us this fee to compensate us for negatively impacting us, the Marks and the Network.
Fee for Violating a Manual Provision	\$10,000 per instance	Upon demand	If you operate your business in breach of a provision in the Manual (see Item 11), you must pay us this fee to compensate us for negatively impacting us, the Marks and the Network.

### **Notes**:

Unless otherwise indicated, all fees shown in the table above are payable only to us for our account, and we intend to impose them uniformly. All fees are non-refundable.

Note 1 (Royalty Fee – Franchise Agreement): A "Reporting Year" means the period beginning on May 1 and ending on the following April 30 and includes the Tax Season typically ending before such April 30. "Gross Volume of Business" is all revenue generated or derived from the operation of your Jackson Hewitt Business (whether or not in compliance with the Franchise Agreement), in whatever form, including whether from cash, check, credit or debit card, barter exchange, trade credit, or other credit transactions, but excluding the following: (a) all federal, state, or municipal sales, use or service

taxes collected from customers and paid to the appropriate taxing authority, (b) the amount of any documented refunds, credits and discounts of the types we authorize from time to time (items such as credit card fees and other service fees are not considered discounts) that you, in good faith, give to your customers, and (c) "Customer Bad Debt" (fees and charges that you customer fails to pay and that you do not collect). For products that you purchase from us or our Affiliates and sell to your customers, only that portion of the revenue from such sale that is in excess of the amount you paid us or our Affiliates for such product will be considered "revenue" for purposes of calculating your Gross Volume of Business.

If the Franchise Agreement is a successor to or renewal of a prior franchise agreement under which you operated the Franchised Business, and you are not signing the NFA Renewal Addendum, you will not get the benefit of the lower Royalty rates applicable to the 1<sup>st</sup> through 3<sup>rd</sup> Reporting Years. In addition, if the Franchise Agreement is signed in connection with your purchase of an existing Franchised Business, you will not get the benefit of the lower Royalty rates applicable to the 1<sup>st</sup> through 3<sup>rd</sup> Reporting Years.

We may, from time to time, provide for a reduced royalty or royalty structure on the portion of Gross Volume of Business attributable to Affinity Accounts or National Account Locations, in most cases, depending on the nature of the account or location, the deal terms and conditions we are able to negotiate with the particular Affinity Account or National Account, and whether you are a new or existing franchisee.

If (i) you are a new franchisee, or (ii) you are an existing franchisee who qualifies for the Existing Franchisee Expansion Program and you sign a new Franchise Agreement granting you the right to operate one or more additional offices that are kiosks, you will pay a royalty in the following manner for each additional office that is a kiosk location: first Reporting Year—3% of Gross Volume of Business; second Reporting Year—6% of Gross Volume of Business; third Reporting Year—9% of Gross Volume of Business; fourth and subsequent Reporting Years—15% of Gross Volume of Business. If you are an existing franchisee who qualifies for the Existing Franchisee Expansion Program and you sign a new Franchise Agreement granting you the right to operate one or more additional storefront offices, you will pay a royalty in the following manner for each additional office that is a storefront location: first Reporting Year—7% of Gross Volume of Business; second Reporting Year—12% of Gross Volume of Business; third and subsequent Reporting Years—15% of Gross Volume of Business.

In addition to any other rights or remedies we have under the Franchise Agreement, if we determine that (i) you are not in compliance with the Franchise Agreement or (ii) you are not, or your Affiliate is not, in compliance with any other franchise agreement with us or one of our Affiliates, your Royalty rate will be increased by one percentage point until such time as we determine, in our sole discretion, that you and your Affiliates, as applicable, have cured all deficiencies and are compliant with all terms of the Franchise Agreement or your Affiliate's franchise agreement, as applicable.

You must authorize us to debit your checking, savings or other account automatically for the Royalty, advertising and marketing fees, and other amounts due to us or our Affiliates and to third parties for whom we collect payments owed by our franchisees (the "EFT Authorization"). The EFT Authorization must remain in full force and effect during the Term. We will debit the account you designate for these amounts on their due dates (or the subsequent business day if the due date is a national holiday or a weekend day). You agree to ensure that funds are available in your designated account to cover our withdrawals. If you fail to timely submit a report of your Gross Volume of Business, we may debit your account for 110% of the average of the last three amounts that we debited for payment of those fees that are based on your Gross Volume of Business. If the amounts that we debit from your account are less than the amounts you actually owe us (once we have determined the true and correct Gross Volume of Business), we will debit your account for the balance on the day we specify. If the amounts that we debit from your account are greater than the amounts you actually owe us, we will credit the excess

against the amounts we otherwise would debit from your account for the following payment owed. We may require you to pay any amounts due under the Franchise Agreement or otherwise by means other than automatic debit (e.g., by check) whenever we deem appropriate, and you agree to comply with our payment instructions.

Note 2 (Royalty Rate – NFA Renewal Addendum): If you are signing the NFA Renewal Addendum, your Royalty rate will be 15% of Gross Volume of Business. But if the Royalty rate that was provided for in your original franchise agreement was lower than 15% of Gross Volume of Business, then that lower rate will apply. In either case, you will not get the benefit of the lower Royalty rates applicable to the 1<sup>st</sup> and 2<sup>nd</sup> Reporting Years. In addition, during the term of the new Franchise Agreement, the Royalty on revenue you receive from your offering of a tax course will be reduced by 6%. For example, if your Royalty rate is 15% of your Gross Volume of Business, the Royalty rate on revenue you receive from the offering of a tax course will be 9%.

**Note 3 (Advertising Fee):** You pay an advertising and marketing fee of 6.5% of your Gross Volume of Business. You must spend \$5,000 in local advertising to advertise and market your business in the Territory during your first Tax Season (except in a facility within an Affinity Account or National Account, in which case you are required to spend \$1,000 in local advertising) unless you purchase an existing Franchised Business that has operated one full Tax Season during the immediately prior Tax Season. You may place this advertising or marketing yourself or you can pay the local advertising fee to us and have us place this advertising and marketing for you.

If, during the term of your Franchise Agreement, the New Customer Growth Rate (see below) exceeds 2% for two consecutive Reporting Years, then starting on January 2 of the subsequent Reporting Year, your advertising and marketing fee will automatically increase to 7% of Gross Volume of Business. If, after such increase to 7%, New Customer Growth Rate in any consecutive two Reporting Year periods falls below an average of 2%, then starting on January 2 of the subsequent Reporting Year, the advertising and marketing fee will automatically decrease to 6.5% of Gross Volume of Business. "New Customer Growth Rate" means a percentage determined as follows: (a) the aggregate number of Current Year Federal Returns for New Customers in a given period measured from December 1 to the last day of the Tax Season following such December 1 (generally April 15) (the "Year 2 Results"); minus (b) the aggregate number of Current Year Federal Returns for New Customers in the period measured from December 1 to the last day of the Tax Season (generally April 15) immediately preceding the Tax Season considered to measure the Year 2 Results (the "Year 1 Results"); divided by (c) the Year 1 Results; multiplied by (d) that result by 100 to obtain a percentage. "New Customer" means a customer who has not, within the immediately preceding Tax Season of a given Reporting Year, filed a federal tax return through a Jackson Hewitt business. "Current Year Federal Returns" means federal tax returns prepared and electronically field for the current tax year for which the client is charged a fee (i.e., excluding free returns).

**Note 4 (Technical Assistance Fee):** We will generally not charge you for technical assistance that we provide to you. However, we reserve the right to charge you a surcharge (a "Technical Assistance Fee") if your Locations and all other Jackson Hewitt Tax Service businesses serviced by the same site at which you error check, process and transmit tax returns for customers of your Franchised Business (a "Processing Center") generate a substantial number (as we reasonably determine) of technical assistance support cases ("Support Cases") during any Tax Season, exclusive of Support Cases based on systemic problems in the functioning of our proprietary tax preparation software. The amount and frequency of the Technical Assistance Fee will be within our reasonable discretion.

**Note 5 (Technology Fee):** We or our Affiliates may condition any license of proprietary software to you, or your use of technology that we or our Affiliates develop or maintain, on your signing a software license agreement or similar document that we or our Affiliates prescribe to regulate your use of, and our and your respective rights and responsibilities with respect to, the software or technology. The form

of agreement we currently use to license certain software is attached as Exhibit F. We and our Affiliates may charge you an initial and a monthly fee for any proprietary software or technology that we or our Affiliates or any third parties license to you and for other maintenance and support services that we or our Affiliates or any third parties provide during the Term (the "Technology Fee"). The Technology Fee may be assessed, in our discretion, on a per-tax-return or other basis. If the Franchise Agreement is a successor to or renewal of a prior franchise agreement under which you operated the Franchised Business, and the prior franchise agreement required you to pay a per-return efile fee or similar fee, we may include in the Technology Fee we charge you the continuation of any such fees (including a per-return efile fee) under the prior franchise agreement.

**Note 6 (Transfer Fees):** The Transfer Fee will be determined based on the number of Territories transferred in a single transaction. However, the Transfer Fee will not exceed 0.125 multiplied by the entire purchase price (including by cash paid, promissory notes delivered, liabilities assumed, or otherwise) payable by the transferee, subject to a minimum Transfer Fee of \$2,500 per transferor in the transaction. If the transfer is to an entity you own or of a non-controlling interest in you, you pay an administrative fee in lieu of the transfer fee, equal to the greater of our costs or \$1,000.

**Note 7 (Competing Business):** A "Competing Business" means any business, other than another Jackson Hewitt business operated pursuant to an agreement with us or our Affiliates, that: (1) provides tax preparation products or services, tax planning tools or advice, or tax return filing services, (2) offers, sells or provides financial products, tools or services of any kind, (3) offers or sells goods or services that are generally the same as or similar to the goods or services then being offered by Jackson Hewitt businesses, (4) grants franchises or licenses for Competing Businesses, or (5) provides services to a Competing Business, whether or not for a fee.

**Note 8 (Late Gross Volume Report):** If you are a Good Payer, then for so long as you remain a Good Payer, we will allow you a three-day grace period to pay the applicable Royalties, but you are still required to submit the Gross Volume Report. A "Good Payer" means, at the relevant time you wish to avail yourself of a grace period, (i) you are not then in default of any provisions of the Franchise Agreement, and (ii) you have timely made all payments you owe us or our Affiliates for no fewer than the immediately preceding 12 months.

Note 9 (Audit Expenses): Our audits, inspections and investigations of your Franchised Business will generally be conducted at our expense. However, in addition to paying us any amounts that are discovered in the audit, inspection or investigation to be unpaid, you agree to reimburse us fully for any and all costs and expenses we and our agents incur in connection with any audits, inspections or investigations, including travel expenses and room and board for the designees who conduct the audit, inspection or investigation and expenses charged to us by third-party service providers (collectively, "Audit Expenses") if: (i) we conduct the audit, inspection or investigation because we suspect that you have failed to comply with your Franchise Agreement, any applicable law, rule or regulation, or any tax compliance best practices referenced in the Manual, or (ii) the audit, inspection or investigation reveals that you underreported at any location your Gross Volume of Business by 2% or more during two or more reporting periods. Further, if you impede our ability to conduct an audit of your Franchised Business, including by not allowing us full access to all records that you are required under your Franchise Agreement to maintain or by failing to respond to or cooperate with us in scheduling and conducting the audit, including by your failure to respond within 5 days of our providing you with notice of a request to schedule an audit of your Franchised Business, you must not only reimburse us our Audit Expenses, but we may estimate the underreported Gross Volume of Business based on information that is available to us, and any fees that would have been owed based on that estimate will be immediately due and payable and we will be entitled to debit your account for payment of those fees.

**Note 10 (Indemnity):** Under the Franchise Agreement, you must defend and hold us and our Affiliates harmless for any legal claims brought as a result of the acts and omissions of you and your employees and agents.

Note 11 (Liquidated Damages): If your Franchise Agreement is terminated because of your (or your owners') default or by you without cause, you agree to pay an amount equal to the then net present value of the Royalty fees and advertising and marketing fees that would have become due had the Franchise Agreement not been terminated, from the date of termination to the scheduled expiration of the then-current term of the Franchise Agreement (the "Measurement Period"). For this purpose, these damages will be calculated by multiplying (1) the number of calendar months in the Measurement Period, by (2) the aggregate of the Royalty and advertising and marketing fee percentages, by (3) the average monthly Gross Volume of Business of the Franchised Business during the 12 full calendar months immediately preceding the termination date; however, if as of the termination date, the Franchised Business has not been operating for at least 12 months, these damages will be calculated based on the average monthly Gross Volume of Business during our previous fiscal year immediately preceding the termination date of all units operating under the Marks during the entirety of that fiscal year. This calculation of Liquidated Damages shall supersede the Royalty Fee owed for the third and subsequent Reporting Years, as described in the chart above.

We will only be entitled to Liquidated Damages from you in the following circumstances: (a) during the first 5 years following the date you or your Affiliate first opens your first Jackson Hewitt business, if you fail to open and operate  $1/3^{rd}$  or more of the Jackson Hewitt businesses you or your Affiliate then operate, or (b) beginning on the  $6^{th}$  anniversary of the date you or your Affiliate first opens your first Jackson Hewitt business and continuing thereafter, if you fail to open and operate  $3/5^{th}$  or more of the Jackson Hewitt businesses you or your Affiliate then operate.

If we are entitled to Liquidated Damages from you but (i) you have delivered to us, within 90 days following the end of the applicable Tax Season, a written and signed letter of intent with a buyer approved by us to purchase all of your Jackson Hewitt businesses and (ii) you and the approved buyer consummate the sale of such Jackson Hewitt businesses before the start of the subsequent Tax Season, then we will waive our right to collect Liquidated Damages from you.

# ITEM 7 ESTIMATED INITIAL INVESTMENT

# YOUR ESTIMATED INITIAL INVESTMENT (STANDARD OFFICE)

TYPE OF EXPENDITURE (Note 1)	AMOUNT (Notes 2, 3)		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
	New Franchisee	Existing Franchisee			
Application Fee	\$500	Not applicable	Lump sum	When you submit your application to us	Franchisor
Initial Franchise Fee	\$25,000	\$0	Lump sum	When you sign the Franchise Agreement	Franchisor
Travel/Living Expenses While Training	\$1,200 to \$1,500	Not applicable	As incurred	During training	Airlines, hotels, restaurants
(Note 4)					

TYPE OF EXPENDITURE (Note 1)	AMOUNT (Notes 2, 3)		PENDITURE (Notes 2, 3) PAYME		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
	New Franchisee	Existing Franchisee					
Lease Payments (Note 5)	\$4,500 to \$16,000	\$4,500 to \$16,000	As incurred	Monthly/As incurred	Landlords		
Leasehold Improvements (Note 6)	\$0 to \$5,000	\$0 to \$5,000	As incurred	Before opening	Contractors		
Equipment & Signs (Note 7)	\$30,000 to \$35,000	\$30,000 to \$35,000	As incurred	Upon delivery before opening	Vendors		
Insurance (Note 8)	\$850 to \$2,000	\$850 to \$2,000	Periodic payments	As incurred before and after opening	Insurance company or agent		
Initial Advertising (Note 9)	\$5,000	\$5,000	Lump sum	When billed by us or vendors during your first Tax Season	Franchisor or vendors		
Additional Funds – 3 ½ months (Note 10)	\$3,000 to \$12,000	\$3,000 to \$12,000	As incurred	Before and after opening	Employees and suppliers		
Miscellaneous (Note 11)	\$1,000 to \$3,000	\$1,000 to \$3,000	As incurred	Before and after opening	Vendors		
Total (Note 12)	\$71,050 to \$105,000	\$44,350 to \$78,000					

# YOUR ESTIMATED INITIAL INVESTMENT (KIOSK)

TYPE OF EXPENDITURE (Note 1)	AMOUNT (Note 2)	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee	\$0	N/A	N/A	N/A
Lease Payments (Note 5)	\$4,800 to \$14,000	As incurred	Monthly/As incurred	Landlords
Equipment & Signs (Note 7)	\$6,000 to \$15,000	As incurred	Upon delivery before opening	Vendors
Insurance (Note 8)	\$850 to \$2,000	Periodic payments	As incurred before and after opening	Insurance company or agent
Initial Advertising (Note 9)	\$1,000	Lump sum	When billed by us or vendors during your first Tax Season	Franchisor or vendors

Additional Funds – 3 ½ months (Note 10)	\$1,500 to \$8,000	As incurred	Before and after opening	Employees and suppliers
Miscellaneous	\$750 to \$2,500	As incurred	Before and after	Vendors
(Note 11)			opening	
Total	\$14,900 to \$4342,500			
(Note 12)				

**Note 1**: Unless otherwise noted, we believe that none of the amounts in the chart are refundable.

**Note 2**: The Franchise Agreement requires you to open and continuously operate in your Territory the number and types of offices set forth on Schedule A to your Franchise Agreement, with at least two such offices being standard offices, and two such offices being kiosks. The table labeled "Standard Office" estimates the initial investment for one storefront office. The column labeled "New Franchisee" reflects the estimated costs for a franchisee that does not operate a current Jackson Hewitt business. The column labeled "Existing Franchisee" reflects the estimated costs for a franchisee that currently operates a Jackson Hewitt business and has qualified for the Existing Franchisee Expansion Program. The table labeled "Kiosk" estimates the initial investment for one kiosk location, which is generally located within another retail establishment.

**Note 3**: If you are converting an independent tax preparation business to the Jackson Hewitt system, your initial investment depends on a number of factors unknown to us, including the size, type and number of offices you are converting. Accordingly, we are unable to estimate with any accuracy the initial investment of a conversion.

**Note 4:** We estimate these expenses based on airfare, transportation to and from the airport to the hotel, three-night stay near our offices in Sarasota, Florida, meals, and lodging in a single room to attend Franchisee Initial Training, plus travel to attend local training programs nearest your area. These expenses can vary considerably according to season, advance planning and distance from our corporate headquarters.

**Note 5:** We base our estimate for a storefront office on a range of rental rates for approximately 800 square feet for three and one-half to four months in Newport News, Virginia and New York, New York, plus a security deposit of one month's rent. Rental costs vary widely depending on the cost of real estate in your area, the neighborhood where you want to locate your business, the age of the building you are considering, the availability of rental properties, the occupancy rate in your area, and many other factors. The estimate does not include rental costs associated with maintaining required minimum office hours during the off season. The estimate for a kiosk is based on the amount for a space within a larger retail establishment with sufficient square footage to hold a kiosk, which occupy either 48 or 96 square feet.

**Note 6**: Leasehold Improvements are based on condition of leased property meeting standards and may vary due to the conditions of the property prior to leasing. Improvements may include installation of carpeting, painting of premises and electrical wiring and installation.

**Note 7:** We estimate the costs for equipment, computers and signs based on purchasing these items from approved suppliers. All estimates for storefront offices are based on an 800 square foot office with 4 tax preparer desks and a receptionist desk and includes computers, printers, paint, interior and exterior signage, marketing collateral, office supplies, furniture, partitions and carpeting. Estimates for a kiosk are based on a space within a larger retail establishment with sufficient square footage to hold a kiosk, which occupy either 48 or 96 square feet.

**Note 8:** The estimate is the cost of an annual premium for the required coverage as of January 2025, which may be required to be paid prior to commencing operations. Installment payment plans are generally available from insurance carriers. We may change our insurance requirements or approved provider(s) of insurance at any time. Cost may vary from this estimate for any new provider. The estimate does not include any additional coverage that may be required by a National Account, which coverage may vary and may be required prior to commencing operations.

**Note 9:** This is the minimum amount of initial advertising you must spend under the Franchise Agreement during your first Tax Season. (See Item 6.) If you sign the Affinity and National Account Addendum, this amount is reduced to \$1,000 for that location.

Note 10: The chart reflects certain estimated capital and operating expenses. There are other operating expenses that you may incur, some of which are estimated in this Additional Funds item. Other estimated expenses reflected in Additional Funds include: (a) certain estimated labor costs and employee travel; and (b) other estimated costs for local technical support, broadband ISP, tax course advertising, tax course materials, office supplies, firewall, and anti-virus software, and telephone and utility costs, including deposits. These deposits may be refundable. For labor, the range includes the estimated cost of two tax return preparers with staggered schedules who work for the entire Tax Season for \$13.00 per hour, and a third employee who works for one month during the peak part of the Tax Season, plus taxes on the wages. For standard offices, the higher estimate includes a fourth employee who works approximately 20 hours a week and is responsible to set up and maintain the computers' functionality. For standard offices, it also includes a fifth employee who works approximately 15 hours a week completing routine bookkeeping tasks. The estimates in this line item do not include any bonuses paid to employees. Your employee and employment costs may vary from this estimate. We do not include your labor (that is, what you may pay yourself) in this estimate. We are not able to estimate all of your expenses. The list of expenses described in this note should not be considered as exhaustive, and the range of expenses listed should not be considered as a break-even point; you may incur higher costs and/or additional expenses, such as your debt service on any borrowed funds, and professional fees. This information is based on our experience in operating company-owned locations and from information obtained from our Franchisees.

**Note 11**: The estimate for miscellaneous expenses includes supplies, office interior signs and window posters that are not otherwise included in the line items for signage, leasehold improvements or equipment.

**Note 12:** Your initial investment will vary depending on the time of year that you open your Franchised Business. We base our estimates in the chart on opening the first day of Tax Season, but you may want to open sooner, in which case your costs are likely to be higher. You should review these figures carefully with a business advisor, accountant or attorney before making any decision to purchase a franchise. Except for the Existing Franchisee Financing Program (defined in Item 10) and the Acquisition Financing Program (defined in Item 10), we do not offer financing directly or indirectly for any part of the initial investment. The availability and terms of financing with third-party lenders will depend on factors such as the availability of financing generally, your credit-worthiness and policies of lending institutions concerning the type of business to be operated. The information in Item 7 is based on our experience in operating company-owned locations and from information obtained from our Franchisees.

# ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

### Sources of Supplies.

Group Purchasing. From time to time, we offer our franchisees in good standing the opportunity to participate in group purchasing programs for various products, supplies, insurance and equipment. "Good standing" means the franchisee has no uncured notice of default outstanding under any agreement with us or our Affiliates. We and our Affiliates have the right to set up exclusive dealing arrangements with selected vendors and to receive commissions or other forms of payment or consideration from any vendors from whom you purchase any recommended or required products, supplies or related items. All such payments will belong to us or our Affiliates, as applicable, and we and they will be authorized to use them in manner we or they deem appropriate.

Furniture, Equipment, Computers, Software and Supplies. To maintain uniformity and customer service standards, you must furnish, equip and upgrade your business in accordance with the following standards: (a) desks must be consistent in style and in good and serviceable condition; (b) chairs must be in good and serviceable condition and must not have any tears in their fabric or upholstery; (c) carpeting must be well maintained, in good condition, and be free of debris, stains, and dirt; and (d) paint must be well maintained, in good condition, and free from scuffs and marks. We may also require that you comply with any other standards required of National Accounts as a condition of operating in the National Account's premises. If you do not have the items required by a National Account, we can order them for you, in which case you must pay the cost when billed. Subject to the limitations noted below, you must purchase new computers, software (including new Operating System software, virus scanning software, and cloud-based e-signature and document-storage software), other equipment and signs if at any time we update or change our Marks or our computer requirements. Jackson Hewitt businesses owned by us or our Affiliates shall be required to complete all upgrades no less frequently than we require of franchisees.

Office Appearance. In order to maintain a uniform and professional appearance, your offices must comply with our appearance standards in the Manual. You must conduct such renovations and refurbishments as necessary to maintain our appearance standards. However, with respect to the purchase and installation of a new kiosk (if applicable) for your business, you must make such purchase and installation not more frequently than once every 7 years, and the price for such purchase and installation will not exceed \$8,000 for each premises that you operate in. Jackson Hewitt businesses owned by us or our Affiliates will complete all upgrades no less frequently than we require of franchisees.

**Signs.** You must purchase and display signs that we specify and approve, including signs required by a National Account. For the purchase and installation of new exterior signage that we require for your business, you must make such purchase and installation not more frequently than once every 10 years and the price of such purchase and installation shall not exceed \$12,500 for each premises that you operate in. Jackson Hewitt businesses owned by us or our Affiliates will complete all upgrades no less frequently than we require of franchisees.

**Supply Sources**. We may advise you about possible sources for equipment, inventory and other products and services for the Franchised Business. In any event, you must obtain all branded assets only from sources that we designate or approve. However, subject to conformity with System Standards, you may submit a written request that we allow you to use an alternative source for such items if such alternative source can deliver the subject items more quickly or inexpensively, and we will review your request and notify you of our decision within 15 business days of our receipt. If you do not receive our written approval within that time, such alternative source will be deemed disapproved.

We and our Affiliates may be approved suppliers and, in our discretion, may be the sole supplier of certain products or services. For certain products, services or programs, we may, as a condition of your offering or participating in them, require you to sign a participation agreement that outlines special terms and conditions applicable to the particular product or service or to your participation in the program. You agree to participate in all such arrangements that we make mandatory for Jackson Hewitt businesses. We and our Affiliates have the right to set up exclusive dealing arrangements with vendors and to receive commissions or other forms of payment or consideration from any vendors from whom you purchase any recommended or required products, supplies or related items. All such payments will belong to us or our Affiliates, as applicable, and we and they will be authorized to use them in manner we or they deem appropriate.

You may recommend new suppliers to us. Among the criteria that we consider in determining whether to grant a supplier "approved" status are whether the supplier is financially sound, carries adequate liability insurance, the product or service meets "System Standards" and is of use or value to our franchisees. The supplier must submit product samples and specifications to us for inspection and testing and a list of customer references. We usually make our decision and notify the supplier within 90 days after all information and samples have been submitted. Approval of products or services which, due to their cost or importance to the System, may have a significant impact on franchisees, may take longer. Although we do not do so currently, we may charge reasonable testing and/or inspection fees. We may limit the number of approved suppliers to, for example, obtain volume discounts and to assure consistent quality and adequate supplies. We may revoke a supplier's approved status if the supplier no longer meets our criteria, if it breaches its agreement with us, or we determine that if the products or services offered are no longer competitive in price or quality. Other than as described in this Item 8, we do not provide any material benefits to franchisees based on their purchase of particular products or services or use of particular suppliers. None of our officers has an ownership interest in any of our approved suppliers.

Compliance with Our Business Methods and Requirements. To maintain the uniformity and integrity of services offered under our Marks, you must operate your business in full compliance with all our mandatory rules, specifications, standards and procedures, including the Operating System and any other mandatory requirements found in the Manual and any other materials we provide. You agree to modify, make repairs or replacements or upgrades to your methods of operation, as we require to conform to our Operating System.

### Advertising and Marketing Materials.

Approval of Advertising. All advertising, promotional, and marketing activities conducted by you in your Territory are subject to our prior written approval. You must send us specimens of all local advertising, promotional and marketing plans and samples of all local advertising materials not prepared or previously approved by us or our designated agents by certified mail, return receipt requested, overnight delivery service or any other means of confirmed delivery for prior review and approval (except with respect to prices to be charged) prior to media placement or public distribution. We will attempt to review your materials and notify you of our decision within 15 business days of our receipt, but if you do not receive our written approval within that time, such plans and materials will be deemed disapproved.

Any such approval will only be deemed valid for the Tax Season in which it is submitted and must be resubmitted for approval for any subsequent Tax Season. If any plans or materials previously approved by us are later disapproved, you must discontinue their use promptly upon notice from us, which notice will include a statement of the reasons and basis on which we decided to disapprove materials previously approved by us.

We have the absolute right to use any advertising or promotional item you develop in any way we choose, for any purpose we determine, without payment to you of any kind.

Available Advertising Material. Currently, we offer for purchase through a third-party supplier a wide range of advertising materials and templates, including traditional media (such as television, radio, print and billboard and other out-of-home materials) as well as digital, direct mail, social media and public relations. We may, in the future, elect to sell these items to you (directly or through an affiliate) at reasonable prices.

Internet. You must abide by our "Technology Standards" (the standards specified in the Manual for current and next-generation technology used in the Franchised Business, including with respect to computer hardware, software, cloud-based programs, internet and extranet applications, and mobile/smartphone applications) and "Mark Standards" (standards specified in the Manual for interior and exterior Mark-bearing signs, advertising, and other items and the use of these items in the Franchised Business) in connection with all use of and advertising on the Internet, including social media. You may not establish an Internet website, a home page for the Franchised Business or conduct any Internet advertising without our prior written approval of the appearance and content of such website or home page. However, you may establish an intranet for the purposes of employee training and internal management of your Franchised Business provided that such intranet is not open to the public and does not use or display our Marks and is operated in accordance with our Technology Standards and data security standards. You may not advertise or promote your Franchised Business by unsolicited e-mail advertising without our prior written approval, which we may grant or withhold in our sole and absolute discretion. You may not use our Marks in any domain name without our prior written approval, or in any other way prohibited under your Franchise Agreement or by our Marks Standards.

Telephone Numbers and Listings. You must obtain separate telephone numbers for all your Locations and maintain directory listings that we specify in the Manuals. You will be permitted to advertise a centralized call center number that you operate for all your Franchised Businesses. Your procurement and use of your telephone numbers, listings, and any display advertisements must comply with the Manual. You may not transfer, assign, or disconnect any telephone numbers used in connection with the Franchised Business without our prior written consent, which we may grant or withhold in our sole and absolute discretion.

**Trade Name.** You must adopt "Jackson Hewitt Tax Service" or such other name as we may specify, as your trade or fictitious name. You may not use "JH", "JHI", "JTAX", "Jackson Hewitt", "JTX" or such other names as we may specify, as any part of the legal name of the Franchisee or in connection with the operation of any other business of any kind. You may not use the trade name in contracts or other legal documents separate and apart from your legal name.

Insurance. During the term of the Franchise Agreement, you must maintain general liability, workers' compensation, and cyber insurance in coverage amounts we reasonably specify in the Manual. We also recommend you obtain errors and omissions insurance. Maintaining the required insurance coverage does not relieve you of any liability to us under the indemnity provisions found in the Franchise Agreement or in any other agreement with us. You must provide us with proof of the required insurance coverage before you open your Franchised Business. Your policies must name us, our Affiliates, any National Account Location or Affinity Location if your sites are in National Account Locations or Affinity Locations, and anyone else so specified in the Manual, as additional insureds and be endorsed to give all additional insureds 30 days prior written notice of any cancellation, termination or change. If any National Account imposes more extensive insurance requirements, then you must obtain the insurance specified by the National Account. We will use commercially reasonable efforts to obtain, from a reputable insurer, Network-wide negotiated insurance premiums for insurance policies that satisfy the insurance coverage with the minimum policy limits we specify in the Manual. However, you

will not be required to obtain insurance from any insurer we designate or recommend, so long as your alternate insurer satisfies our published and commercially reasonable minimum requirements for insurer financial strength, size, and creditworthiness as set forth in the Manual. Currently we require that, in addition to all insurance required by applicable law, you secure commercial general liability coverage with limits of at least \$1,000,000 (per occurrence and aggregate) if all of your locations are standard offices or \$2,000,000 (per occurrence and aggregate) if some or all of your locations are National Account Locations. We also require you secure workers' compensation coverage with limits of at least \$100,000 per accident, \$100,000 per employee, and \$500,000 policy limit if all of your locations are standard offices or \$500,000 per accident, per employee, and policy limit if some or all of your locations are National Account Locations. If you use an automobile for business purposes, you must obtain owned and non-owned automobile coverage with policy limits of \$500,000 for both bodily injury and property damage.

Our Revenue from Required Purchases. Neither we, nor our Affiliates, currently sell any supplies to you (although we reserve the right to do so). We receive a rebate of up to 3% of purchases by our franchisees from an office-supply store. Except for amounts received from this rebate program, all of which we contributed to our franchisee convention, in the fiscal year ended April 30, 2024, we and our Affiliates did not receive any revenue, rebates or other material consideration from required purchases or leases by Franchisees. For standard offices, we estimate that your required purchases from our approved suppliers or in accordance with our standards and specifications will constitute approximately 25% to 48% of your total costs to establish the business and approximately 11% to 17% of your operating expenses.

### ITEM 9 FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document.

	AGREEMENT SECTION (FA = Franchise Agreement; EFEA = Existing Franchisee Expansion Amendment; NFA = NFA Renewal Addendum; SLA =	DISCLOSURE DOCUMENT
OBLIGATION	Software License Agreement)	ITEM
a. Site Selection & Acquisition/Lease	FA – 3.8, 7.6, 11.1	11
	SLA – N/A	
	NFA - N/A	
	EFEA – N/A	
b. Pre-Opening Purchases/Leases	FA – 6.1, 11.3, 11.12	5, 6, 7, 8, 11
	SLA – N/A	
	NFA - N/A	
	EFEA – N/A	
c. Site Development & Other Pre-	FA – 7.6, 11.1–11.5, 11.10, 11.11	7, 11
Opening Requirements	SLA - N/A	
	NFA - 3	
	EFEA – N/A	
d. Initial & Ongoing Training	FA – 7.2, 7.10, 9	11
	SLA – N/A	
	NFA - 3	
	EFEA – N/A	

OBLIGATION	AGREEMENT SECTION (FA = Franchise Agreement; EFEA = Existing Franchisee Expansion Amendment; NFA = NFA Renewal Addendum; SLA = Software License Agreement)	DISCLOSURE DOCUMENT ITEM
e. Opening	FA – 11.5	11
	SLA – N/A	
	NFA – N/A	
C F	EFEA – N/A	5.6
f. Fees	FA – 3.8.1, 4, 5.2, 7.10, 7.14, 9.7,	5, 6
	11.23, 15.1, 19.5.2, 19.6, 22(e), 23(d)	
	SLA – N/A	
	NFA – 5, 6	
	EFEA – 1, 2	
g. Compliance with Standards &	FA – 5.6, 6, 7.3, 10.1, 10.2, 11, 13,	8, 11, 16
Policies/Operating Manual	14, 16	
	SLA – 1, 2, 3, 5, 10, 11, 12, 14	
	NFA – 4	
1.77.1.1.1.2	EFEA – N/A	12 14 16
h. Trademarks and Proprietary Information	FA – 10.3, 13, 19.4	13, 14, 16
Information	SLA – 1, 2, 6, 7 NFA – N/A	
	EFEA – N/A	
i. Restrictions on Products/Services	FA – 7.9, 7.13, 7.14, 7.16, 11.3	8, 16
Offered	SLA – 11	
	NFA – N/A	
	EFEA – N/A	
j. Warranty & Customer Service	FA – 4.17, 11.14, 11.19	16
Requirements	SLA – 14	
	NFA – N/A	
Ir Tamitam Davalammant & Salas	EFEA – N/A	12, 17
k. Territory Development & Sales Quotas	FA – 1.2, 2.2, 3 SLA – N/A	12, 17
Quotas	NFA – 4	
	EFEA – N/A	
1. Ongoing Product & Service	FA - 5, 7.9, 11.2–11.4, 11.12, 16	6, 7, 8, 11
Purchases	SLA – 10	
	NFA - N/A	
	EFEA – N/A	
m. Maintenance, Appearance &	FA – 11.2, 11.3	8
Remodeling Requirements	SLA – N/A NFA – N/A	
	FFEA – N/A	
n. Insurance	FA – 16	7, 8
ii. Insurance	SLA – N/A	,, 0
	NFA – N/A	
	EFEA – N/A	

AGREEMENT SECTION (FA = Franchise Agreement; EFEA = Existing Franchisee Expansion Amendment; NFA = DISCLO NFA Renewal Addendum; SLA = DOCUM	
EFEA = Existing Franchisee Expansion Amendment; NFA = DISCLO	
Expansion Amendment; NFA = DISCLO	
NFA Renewal Addendum: SLA = DOCIII	<b>OSURE</b>
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OBLIGATION Software License Agreement) ITE	EM
o. Advertising FA – 3.4, 5 6, 7, 8, 11	
SLA – N/A	
NFA – 6	
EFEA – N/A	
p. Indemnification FA – 27, Guaranty (Schedule C) 17	
SLA – 20	
NFA – N/A	
EFEA – N/A	
q. Owner's Participation/ FA – 9.3, 11.8, 18 11, 15	
Management/Staffing SLA – N/A	
NFA – N/A	
EFEA – N/A	
r. Records/Reports FA – 14 6	
SLA – N/A	
NFA – N/A	
EFEA – N/A	
1	
SLA – 13	
NFA – N/A	
EFEA – N/A	
t. Transfer FA – 20–23, 24.1	
SLA – 1, 2, 7	
NFA – N/A	
EFEA – N/A	
u. Renewal $FA - 8$ 17	
SLA – N/A	
NFA - N/A	
EFEA – N/A	
v. Post-Termination Obligations FA – 15.3, 17.2, 17.4, 17.5, 19.4 17	
SLA – 19	
NFA – N/A	
EFEA – N/A	
w. Non-Competition Covenants	
SLA – N/A	
NFA – N/A	
EFEA – N/A	
x. Dispute Resolution FA – 29 17	
SLA – 21.09, 21.10	
NFA – N/A	
EFEA – N/A	

## ITEM 10 FINANCING

We may assist franchisees who meet our qualifications with the financing options described below.

### **Existing Franchisee Financing Program**

We currently offer financing to qualifying franchisees entering into the Existing Franchisee Expansion Amendment for Qualifying Expenditures (defined below) (the "Existing Franchisee Financing Program"). To qualify for the Existing Franchisee Financing Program, you must meet our then-current criteria, which currently include but are not limited to: (i) being an existing franchisee in good standing under all agreements with us and our affiliates, and (ii) signing an Existing Franchisee Expansion Amendment under which, among other things, you will commit to open at least one storefront location within a new territory. Participating franchisees who open a storefront location under the Existing Franchisee Expansion Amendment within one year and otherwise comply with the terms of the Existing Franchisee Financing Program will receive a \$20,000 credit towards Qualifying Expenditures (the "Storefront Incentive"). "Qualifying Expenditures" include Qualifying Marketing Expenditures under the Cooperative Program and signage and furniture for your Franchised Business.

If you qualify and we approve you for the Existing Franchisee Financing Program, you will sign the Existing Franchisee Financing Promissory Note ("Existing Franchisee Note") and Security Agreement attached as Exhibit L. Under the Existing Franchisee Note, subject to your compliance with the Existing Franchisee Expansion Amendment, we will issue the Storefront Incentive upon the date you open your first Franchised Business, and the term of the Existing Franchisee Note will be three years after such date (the "Maturity Date"). No interest will accrue on the Storefront Incentive. Provided that (i) you comply with the Existing Franchisee Expansion Amendment and all other agreements between you and us and our affiliates, and (ii) the Franchised Businesses you open under the Existing Franchisee Expansion Amendment remain open and operational as of the Maturity Date, we will forgive the Storefront Incentive under the Existing Franchisee Note. Otherwise, you will pay us back the Storefront Incentive in a lump sum upon the Maturity Date. The Existing Franchisee Note may be prepaid, in whole or in part, at any time without penalty or prepayment fee. If an event of default occurs under the Existing Franchisee Expansion Amendment, the Existing Franchisee Note, the Security Agreement, or any other agreement with us or our affiliates, we can demand immediate payment of the full outstanding balance.

Under Existing Franchisee Financing Program, we require you to sign the Security Agreement granting us a security interest in all of your Franchised Business' assets. We may file a financing statement to record our security interest. You will be in default of the Security Agreement in the event that: (a) you default in the payment or performance of any of the obligations under the Security Agreement; (b) any warranty, representation or statement made or furnished to us by you or on your behalf in connection with the Security Agreement proves to have been false in any material respect when made or furnished; (c) you make a general assignment for the benefit of creditors, suspend business or commit any act amounting to business failure, or make a voluntary assignment or transfer of your interest in any of the secured assets of the Franchised Businesses (except as expressly authorized by us in writing or as authorized by the Security Agreement) or in all or substantially all of your property; (d) a petition under any chapter of the Bankruptcy Code or for the appointment of a receiver of all or any part of your property, or under any other proceeding for the relief of creditors is filed by or against you; or (e) you default in the payment or performance of your obligations under the Existing Franchisee Expansion Amendment or the Existing Franchisee Note. In addition, upon a default of the Security Agreement or any other agreement with us or our affiliates, you must pay all costs incurred by us in protecting and enforcing our rights under the Security Agreement, including reasonable attorneys' fees and legal expenses and all expenses of insuring, taking possession, holding, preparing for disposition, and disposing of the secured assets of the Franchised Business. You must also pay all costs of collection and foreclosure (including reasonable attorneys' fees).

The Existing Franchisee Note requires you to waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold you liable. Under the Security Agreement, in the event of default, you waive to the extent allowed by law all personal property rights of exemption

under the Constitution, the laws of Florida or any other jurisdiction, in connection with the indebtedness secured by the Security Agreement, whether by garnishment, levy, attachment or any other process of law. Additionally, upon a default of the Security Agreement, you waive and release us from any and all claims you may have in connection with our removal of any of the secured assets from your Franchised Business. Except as provided in the previous sentence, neither the Existing Franchisee Note nor the Security Agreement requires you to waive any defenses or legal rights, and they do not prevent you from asserting a defense against us. Under the Existing Franchisee Note and Security Agreement, any action relating to the Existing Franchisee Note or the Security Agreement must be commenced in a court of general jurisdiction in the location of our principal place of business (currently Sarasota County, Florida). You irrevocably submit to the jurisdiction of such courts and waive any objection you may have to either the jurisdiction or venue of such courts. The Existing Franchisee Note and Security Agreement will be governed by and construed in accordance with the laws of the State of Florida without regard to such state's conflict of laws principles. We may sell, assign or discount any Existing Franchisee Note to a third party. We may cease offering the Existing Franchisee Financing Program at any time.

### **Acquisition Financing Program**

We currently offer financing to qualifying franchisees acquiring and converting existing independent tax preparation offices ("Conversion Office") into Franchised Businesses (the "Acquisition Financing Program"). To qualify for the Acquisition Financing Program, you must meet our thencurrent criteria, which currently includes but is not limited to: (i) being an existing franchisee in good standing under all agreements with us and our affiliates, and (ii) identifying and receiving our approval of Conversion Office you will convert to a Franchised Business; (iii) receiving our approval of your purchase agreement to acquire the Conversion Office; (iv) signing a Franchise Agreement or an addendum to your Franchise Agreement, as applicable, to govern your ownership and operation of the Conversion Office as a Franchised Business; and (v) acquiring the Franchised Business.

Under the Acquisition Financing Program, we will finance participating franchisees' purchase price of approved Conversion Offices. If we approve of such financing, you will sign the Promissory Note ("Acquisition Promissory Note") and Security Agreement attached as Exhibit M. The Acquisition Promissory Note will have a 5-year maturity beginning on the date of your acquisition of the Conversion Office. Except as set forth below, the entire balance will be due on the maturity date if not paid in full prior to the maturity date. Interest shall accrue monthly on the outstanding principal balance of the Acquisition Promissory Note at the annual rate of 10%. Principal and interest under the Acquisition Promissory Note will be due in five equal annual installments beginning (i) on the first anniversary of the Acquisition Promissory Note, or (ii) on such other date agreed to by us and the participating franchisee. However, if the participating franchisee remains in good standing under all agreements with us and our affiliates during the term of the Acquisition Promissory Note, we will forgive the fifth installment due under the Acquisition Promissory Note. If you do not pay on time or an event of default occurs under the Franchise Agreement, the Acquisition Promissory Note, the Security Agreement, or any other agreement with us or our affiliates, we can demand immediate payment of the full outstanding balance.

Under Acquisition Financing Program, we require you to sign the Security Agreement granting us a security interest in all of your Franchised Business' assets. We may file a financing statement to record our security interest. You shall be in default of the Security Agreement in the event that: (a) you default in the payment or performance of any of the obligations under the Security Agreement; (b) any warranty, representation or statement made or furnished to us by you or on your behalf in connection with the Security Agreement proves to have been false in any material respect when made or furnished; (c) you make a general assignment for the benefit of creditors, suspend business or commit any act amounting to business failure, or make a voluntary assignment or transfer of your interest in any of the secured assets of the Franchised Businesses (except as expressly authorized by us in writing or as

authorized by the Security Agreement) or in all or substantially all of your property; (d) a petition under any chapter of the Bankruptcy Code or for the appointment of a receiver of all or any part of your property, or under any other proceeding for the relief of creditors is filed by or against you; or (e) you default in the payment or performance of your obligations under your Franchise Agreement. In addition, upon a default of the Security Agreement or any other agreement with us or our affiliates, you must pay all costs incurred by us in protecting and enforcing our rights under the Security Agreement, including reasonable attorneys' fees and legal expenses and all expenses of insuring, taking possession, holding, preparing for disposition, and disposing of the secured assets of the Franchised Business. You also agree to pay all costs of collection and foreclosure (including reasonable attorneys' fees). We also have the right to terminate the Franchise Agreement if you default under the Acquisition Promissory Note.

The Acquisition Promissory Note requires you to waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold you liable. Under the Security Agreement, in the event of default, you waive to the extent allowed by law all personal property rights of exemption under the Constitution, the laws of Florida or any other jurisdiction, in connection with the indebtedness secured by the Security Agreement, whether by garnishment, levy, attachment or any other process of law. Additionally, upon a default of the Security Agreement, you waive and release us from any and all claims you may have in connection with our removal of any of the secured assets from your Franchised Business. Except as provided in the previous sentence, neither the Acquisition Promissory Note nor the Security Agreement requires you to waive any defenses or legal rights, and they do not prevent you from asserting a defense against us. Under the Acquisition Promissory Note and Security Agreement, any action relating to the Acquisition Promissory Note or the Security Agreement must be commenced in a court of general jurisdiction in the location of our principal place of business (currently Sarasota County, Florida). You irrevocably submit to the jurisdiction of such courts and waive any objection you may have to either the jurisdiction or venue of such courts. The Acquisition Promissory Note and Security Agreement will be governed by and construed in accordance with the laws of the State of Florida without regard to such state's conflict of laws principles. We may sell, assign or discount any Acquisition Promissory Note to a third party. We may cease offering the Acquisition Financing Program at any time.

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

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

#### A. PRE-OPENING

Before you open your Franchised Business, we or our designee will assist you as follows:

Site Approval. When you enter into the Franchise Agreement, we will assign you the Territory and describe the Territory on Schedule A to the Franchise Agreement. You are solely responsible for selecting locations in the Territory for the Franchised Business. However, you must comply with the procedures specified in the Manual to obtain our approval for the location of your selections before you sign any lease or license for a location. Our approval of the location of your selections will be based upon our then existing criteria. (Sections 7.6 and 11.1 of Franchise Agreement.) We recommend that you locate your business in commercial districts with easy access to the street, that your sites have at least 600 to 800 square feet of usable space for a tax return preparation office, and if you have only one office, another 250 square feet for a tax return Processing Center. We also consider such factors as space for adequate sign display, direct street frontage, adequate parking, availability of public transportation, sufficient traffic flow, visibility to the street, and adequate lease terms. While no specific time limit for our approval of an office location is addressed in the Franchise Agreement, it is our

practice to review office location requests promptly after the request is submitted, typically in less than 30 days. Franchisees that are unable to meet our office location requirements and obtain our approval for the location of an office could be held in default of the office opening requirements under the Franchise Agreement which could result in the termination of the Franchise Agreement.

Although the primary responsibility for selecting locations for the Franchised Business falls on you, we must review and approve the locations before you sign any leases. You may not open a location or relocate your Franchised Businesses to a new address within the Territory without our prior written consent. While we are not required to approve your site within any particular time period, it has been our practice to provide such approval within three to five business days of our receipt of a request provided that all required information has been submitted with the request. We will not permit you to open for business if we do not approve a site you select. (Section 7.6 of Franchise Agreement.) We require franchisees submitting a request to approve an office location to include three separate proposed office locations. To date, we have not encountered a situation where we have been unable to approve one of the franchisee's proposed locations. This same approval process applies when a franchisee seeks to relocate an existing office location, which may occur for a number of reasons, including poor performance, lease termination or expiration, etc. We do not typically own the premises of your locations.

Typically, new franchisees open their business right before the beginning of their first Tax Season. Accordingly, we are unable to determine the typical length of time between the time you sign the Franchise Agreement or pay any consideration to us and you open the business because it depends on when you sign the agreement. Other factors that could impact the timing of your opening include your ability to obtain building permits, compliance with zoning and local ordinances, weather conditions, and delayed installation of equipment, fixtures, and signs.

Affinity Locations and National Accounts Locations. We may undertake supplemental marketing programs to make available the opportunity to operate facilities at Affinity Locations and at National Account Locations. If, under these arrangements, locations are available in your Territory, we may, in our discretion and subject to conditions we impose and that you are willing to accept, offer you the opportunity to open facilities in those locations. (Section 3.8 of Franchise Agreement.) If you participate, you will sign an Affinity Account and National Account Addendum, which is attached as Schedule D to the Franchise Agreement. As a further condition to operating in an Affinity Location or National Account Location, you must agree to comply with all requirements imposed by the Affinity Location or National Account Location retailer. These requirements will be described in a special stipulation attached to the Affinity Account and National Account Addendum.

Tax Preparation Software. During the term of the Franchise Agreement and subject to your payment of applicable technology license fees, we provide you with access to the most current federal and state (as applicable) individual tax return preparation software, processing and receipt journal software for the Franchised Business ("Tax & Processing Software"). (Section 7.1 of the Franchise Agreement.) We provide software for state tax return preparation in all states.

**Supply Sources.** We may enter into agreements with various outside suppliers. We may tell you about possible sources for equipment, inventory and other products and services for use in the Franchised Business. (Section 7.9 of the Franchise Agreement.) (See Item 8.)

**Training.** Jackson Hewitt's New Leader Academy ("NLA") is a blended program that consists of live instructor-led classroom events, pre- and post-classroom online events and modules, resource documents and conference calls which introduce you to the Jackson Hewitt Tax Service business. (Section 9.1 of Franchise Agreement.) Our processes, systems, and tools are the foundation for this training program. Because these are often modified or updated, our training duration and times can change.

Each new Franchisee receives two complimentary reservations for the five-day classroom training. You are responsible for your own transportation costs, as well as room and board. Your spouse or another party representing your Franchised Business may attend this training on a space-available basis at no additional charge. You may be required to re-attend training after your first Tax Season at the time specified in our training guidelines. There is no fee charged for the training sessions.

You must complete this training program to our satisfaction before you may receive any software and open your Franchised Business. In addition, you must complete this training if you purchase an existing Franchised Business and have not previously completed the program.

Training is typically started once a franchisee's Franchise Agreement has been signed by us and the franchisee. We currently offer training two times per year (subject to change based on business needs). This training program is offered with the sponsorship of Ed Perez, Senior Vice President, Company Owned & Franchise Commercial Operations. Mr. Perez's experience includes over 35 years of experience in field operations, training, and sales.

If you hire someone to manage your Franchised Business and you are not actively involved in the management of your Franchised Business, your manager must complete all training programs specified in our training guidelines to our satisfaction. (Section 9.3 of Franchise Agreement.) You may also take any other training courses and programs made available by our Learning Group. Periodically, we also provide seasonal workshops (as described below) for you and/or your management employees. (Section 9.4 of Franchise Agreement.)

Approximate hours spent in the NLA program and all other mandatory training programs are outlined in the following table:

#### TRAINING PROGRAM

SUBJECT	HOURS OF	HOURS OF ON-	LOCATION
	CLASSROOM	THE-JOB	
	TRAINING	TRAINING1	
Pre-Classroom Training	0	5	Online Modules /
			Webinars
New Leader Academy	40	0	Sarasota, Florida
Post-Classroom Training	0	25	Online Modules /
			Webinars
JH Tax Preparation Requirements	0	2	Online Modules
Training			
Compliance Training	0	1	Online Modules
Taxes Training	0	1	Online Modules
TOTAL	40	34	

### **Notes**

1. All on-the-job training is conducted via online modules and webinars.

All training courses and programs developed by our Learning Group are available to you.

Our training guidelines also describe other training programs (including workshops, web conference sessions, and/or online learning modules and programs) that are offered periodically, on either a mandatory or optional basis. You and your designated personnel must attend and complete all such required training and workshops to our satisfaction. (Section 9.4 of Franchise Agreement)

Confidential Operating Manual. We provide you access to our confidential operating manual that contains the required policies, procedures specifications and rules for the operation of the Franchised Business (the "Manual"). The Manual includes all specifications contained in the "Library" on our intranet site, or such substitute databases as we may use, and all supplemental bulletins, memoranda, revisions, modifications and replacements. We may provide access to the manual via any method we select. We currently provide you with access to our Manual and any updates electronically through our intranet. Since we do not make the Manual available in book form, we are unable to specify the exact number of pages in the Manual, but we estimate the length of the Manual to be approximately 45 pages, excluding attachments and links to certain pages on our franchisee extranet site. You must comply with all terms and provisions found in the latest version of our Manual, which we may modify in our discretion. (Sections 10.1–10.2 of Franchise Agreement) The table of contents of the current version of our Manual is included as Exhibit I.

Assistance with Local Advertising and Marketing. We provide assistance with local advertising and marketing in the manner, form and frequency we decide appropriate. (Section 7.4 of Franchise Agreement)

#### **B. AFTER OPENING**

During the operation of your Franchised Business, we or our designee will assist you as follows:

Advertising and Marketing. We manage and disburse the advertising fees for national, regional or local advertising, public relations, marketing programs and market research. You pay an advertising and marketing fee of 6.5% of your Gross Volume of Business. Currently, all franchisees and companyowned offices are assessed the same fee. (Section 4.4 of Franchise Agreement)

Use of Advertising and Marketing Fees. For the fiscal year ended April 30, 2025, advertising expenditures were allocated as follows: approximately 69% to media placement, 4% to production, 23% to administrative expenses and 4% to other expenditures (including, among other things, jacksonhewitt.com, the Jackson Hewitt toll-free telephone number, public relations and tax course marketing).

We will administer the advertising and marketing fee and the supplemental advertising charges and use them to prepare, produce (either in-house or through outside suppliers) and conduct national, regional and local advertising, public relations, pilots of new products or services, market research, and promotional programs in media we select. The advertising program includes, but is not limited to, television, radio, direct mail, and outdoor advertising. We use advertising and marketing fees to pay all costs of development, production and distribution of these programs, such as the proportionate share of our overhead and compensation of our employees who devote time and render services to develop and administer advertising. We spend the advertising and marketing fees in a way which, in our judgment, benefits the franchised system, and may include advertising to promote franchise sales or expenditures in connection with the Cooperative Program. We do not promise that you benefit directly or on a *pro rata* basis from any advertising or marketing. We also do not ensure that any advertising expenditures in your geographic area will be proportionate or equivalent to the contributions made by the franchisees in

that geographic area. We may place the supplemental advertising described below in your media market.

The Franchise Agreement governs all rights and obligations for the advertising and marketing fees and all related matters. The Franchise Agreement and the advertising and marketing fees are not a "trust," and we do not hold them in a fiduciary or similar special relationship. All aspects of the advertising and marketing fees and any advertising conducted under the Franchise Agreement create only an ordinary, commercial relationship between you and us for our mutual economic benefit.

Jackson Hewitt businesses that we or our Affiliates operate will pay advertising and marketing fees equal to the Affiliate-Contribution Percentage multiplied by their Gross Volume of Business attributable to tax preparation and financial products offered by Jackson Hewitt businesses to support national, regional and local advertising. "Affiliate-Contribution Percentage" means a percentage equal to the average percentage contribution of Gross Volume of Business obligated to be paid by all non-Affiliate franchisees of the Network toward advertising and marketing fees. We will calculate the Affiliate-Contribution Percentage once per year following the end of each Reporting Year, and such calculation will govern our Affiliates' contribution percentage for the entirety of the next succeeding Reporting Year. We will contribute each fiscal year to the marketing fund we determine no less than an amount equal to 1.5 multiplied by the aggregate amount of Network-wide marketing and advertising fees obligated to be paid by franchisees and Affiliate-owned Locations that exceeds 6% of such operators' Gross Volume of Business during the preceding fiscal year.

We have established the Cooperative Program in which franchisees may elect to participate, but are not required to do so. If you elect to participate in the Cooperative Program, you will determine the amount you elect to spend in connection with the Cooperative Program in your discretion. We will pay all of your Qualifying Marketing Expenditures to designated or approved vendors and you will reimburse us 50% of such Qualifying Marketing Expenditures. A "Qualifying Marketing Expenditure" is a local marketing expenditure made to a vendor we designate or otherwise approve in writing that is incurred by us on behalf of a participant in the Cooperative Program. We may designate and approve such vendors in our sole discretion. Qualifying Marketing Expenditures do not include a franchisee's advertising and marketing fee or any other amount due from the franchisee to us or our affiliates. The marketing materials you use in connection with the Cooperative Program are subject to our approval.

Other than the Cooperative Program, we currently do not have any advertising cooperatives, but we may establish a cooperative if, in our sole judgment, it would benefit our advertising program. We may spend in any fiscal year an amount greater or less than the aggregate contributions for that fiscal year. We may carry over any deficits or surpluses in advertising and marketing fees from year to year and we are under no obligation to refund any unspent advertising and marketing fees to you when the Franchise Agreement is terminated or expires. However, we will use our reasonable efforts to plan for each Tax Season not to generate a material surplus or a material deficit based upon the expected revenue for the upcoming Tax Season. We are not obligated to, and presently do not, segregate, separately account for, or conduct an audit of the advertising and marketing fees. We may terminate any advertising and marketing fund upon notice to you. If any such fund is terminated, we will (at our option) either spend the remaining fund assets as described above or distribute the unspent assets to contributors (including us and our Affiliates, if applicable) then contributing to such fund in proportion to their contributions during the preceding 12-month period. (Section 5 of Franchise Agreement) We do not prepare, maintain, nor provide to franchisees separate financial statements for the advertising and marketing fees.

Marketing Committee. A Marketing Committee has been established to provide guidance regarding the design, planning and implementation of certain advertising and promotional programs. The Marketing Committee is comprised of between 4 and 6 members selected by the Franchisee Association (see Item 20) and at least 4 but no more than 6 representatives selected by us. We will seek input and guidance from the Marketing Committee with respect to (a) the determination of our media

strategy and our budgeted advertising and marketing spend for each Reporting Year, and (b) the design, planning and implementation of certain products and services. We will provide the Marketing Committee documents and information with respect to our calculation of the New Customer Growth Rate (see Item 6). After each Reporting Year, we will provide the Marketing Committee a report, consistent with the level of detail available to our Chief Executive Officer of the advertising and marketing spend for such Reporting Year based upon the actual marketing spend for such Reporting Year. Our representatives shall include our most senior marketing executive. By agreement between us and the Franchisee Association, the Marketing Committee may be changed or dissolved, or certain subcommittees may be formed or dissolved. (Section 30.5.1 of the Franchise Agreement)

*Tax Advice.* During our normal business hours, we provide you with tax preparation and processing advice about individual federal and state tax returns. (Section 7.5 of Franchise Agreement)

*Advertising and Marketing Assistance*. We provide periodic assistance in the development of local sales promotion and advertising programs. We determine the type and frequency of this assistance. (Section 7.4 of Franchise Agreement)

*Operating Assistance.* We provide reasonable operating assistance and guidance as necessary for the operation of the Franchised Business, including new developments and improvements in our Operating System and business methods. (Section 7.7 of Franchise Agreement.)

#### C. COMPUTER REQUIREMENTS

**Software.** We will provide you with access to our most current Tax & Processing Software, but we reserve the right to condition your access on your payment of a Technology Fee. (Sections 4.19 and 7.1 of Franchise Agreement) This is our proprietary software, and you may not use it in any capacity outside your Franchised Business, nor install it on any personal computer. Except as noted below, you may not use or have installed on computers used in the Franchised Business any other federal or state individual income tax return preparation or electronic filing software without our prior written consent.

The following descriptions of the computer system required to operate a Jackson Hewitt Tax Service business are based on our requirements for the 2025 Tax Season. We expect that our requirements for these computers for the 2026 Tax Season will be the same as, or similar to, the 2025 Tax Season, but we reserve the right to modify these requirements at any time based on our operational needs. As our software becomes more sophisticated, you may be required to upgrade or supplement computer hardware, peripherals and related items and purchase any additional equipment or software we specify to accommodate our software or improve the overall effectiveness and competitiveness of the Franchised Business.

Hardware. Because your hardware must be able to operate our tax return preparation and processing software, transmit tax returns, and meet our customer service standards, you must purchase only the computers and peripherals that either meet our specifications (with respect to such features as type and speed of processor, system memory, hard drive and other peripherals and operating system) or that you buy from our approved suppliers. Specifications can be found in the Technology Standards. If you purchase computers or peripherals that do not meet our specifications, or were not purchased from approved suppliers, then we are not obligated to provide technical support if you have problems. Your equipment will meet our specifications if you purchase it from our approved suppliers. You are required to maintain your equipment at your expense to ensure that it will operate our software properly. We do not provide such support to you.

Tax Preparation Computers. Tax Preparation computers are used by tax preparers to input customer tax return information. The number of Tax Preparation computers required will vary depending on factors such as tax return volume, desired office network configuration and overall system

efficiency and productivity. Tax Preparation computers must operate on either a "networked" or "non-networked" environment and meet the minimum specifications we establish (whether running on a "networked" environment or a "non-networked" environment). We estimate the cost for a Tax Preparation desktop computer is approximately \$500 to \$700, plus between \$80 and \$110 for a monitor. You are responsible for ensuring that your computer hardware meets our minimum specifications.

We have independent access to all information generated and stored on your Office Main and Tax Preparation computers, such as customer information and sales information. There are no contractual limitations on our right to access this information.

**Printers.** We recommend that you purchase a Brother, Lexmark, or Hewlett Packard printer that meets our specifications from our approved suppliers.

We are not required to provide or acquire any item of computer hardware for you. We reserve the right to modify the computer hardware requirements at any time based on our operational needs. As our software becomes more sophisticated, you may be required to upgrade or supplement computer hardware, peripherals and related items and purchase any additional equipment or software we specify to accommodate our software or improve the overall effectiveness and competitiveness of the Franchised Business. There are no limitations on the frequency and costs of such upgrades and updates. We do not have any contractual obligation to upgrade or update any of your hardware, or software, during the term of the franchise.

Internet Security; Data Security; Antivirus Protection. You are required to purchase and install antivirus protection and firewall protection, and perform critical updates to your Microsoft operating system as described in the Technology Standards in the Manual on all of your computers with Internet access and to provide us with proof of compliance. You are required to update this software in accordance with its guidelines.

# ITEM 12 TERRITORY

Under the Franchise Agreement, we grant you the right, subject to the provisions described below, to operate, advertise and promote the Franchised Business within a Territory. A Territory is the specific geographic area defined by streets, governmental/quasi-governmental jurisdiction boundaries, geographic coordinates or natural boundaries described in Schedule A to the Franchise Agreement. The Territory is determined before you sign the Franchise Agreement, taking into account a number of factors, including: the population, the number of tax returns and Electronic Return Originator filed tax returns ("EROs") reported by the IRS filed in the area; the demographics; adjusted gross income of individuals residing in the area as reported by the IRS; the nature of the market (urban/rural/suburban); the availability of leasable store locations in the area; competition; and the opportunities for National Account Locations and Affinity Locations.

Territories will typically have approximately 40,000 reported EROs, and we may describe Territories as one or more National Account Locations. We are not bound by the above ERO cut-off points and may consider other factors, such as population, competition and adjusted gross income in determining territory designations.

We agree that, as long as you are in compliance with the Franchise Agreement, neither we nor any of our Affiliates will operate or license others to operate a Jackson Hewitt Tax Service business located in the Territory except as described below.

**Exceptions to Exclusivity**. Because we reserve the rights described below, you will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Specifically, we and our Affiliates may do any of the following, without compensation to you, even if competitive with your Franchised Business:

- (a) operate or authorize others to operate, outside the Territory, any business, including a Jackson Hewitt Tax Service business, and engage in any other activities, including offering and selling products and services, with or without the use of the Marks, that are the same as or similar to those offered by Jackson Hewitt Tax Service businesses;
- (b) operate or authorize others to operate, anywhere in the world (including within the Territory if we do not offer or you do not agree to operate, as described below), Jackson Hewitt Tax Service businesses operated in connection with National Accounts and Affinity Accounts;
- (c) offer and sell products and services and perform services (including, for example, online tax preparation services), whether or not identified by the Marks, through distribution channels other than from a Jackson Hewitt Tax Service business located within the Territory (for example, through the internet, mail order, and other physical locations);
- (d) offer and distribute and/or license or sublicense others to offer and distribute an online tax preparation software product or service to customers for the preparation of individual income tax returns using the name "Jackson Hewitt" and the Marks or any other trademarks or service marks;
- (e) acquire the assets or ownership interests of one or more businesses, including competing tax businesses, even if such businesses are located within the Territory, then either operate or authorize others to operate such businesses as competing tax businesses or as Jackson Hewitt Tax Service businesses;
- (f) be acquired (whether through acquisition of assets, ownership interests, or otherwise, regardless of the form of the transaction) by any other business even if the acquirer operates, franchises and/or licenses others to operate a competing tax business;
- (g) operate or grant any third party the right to operate any Jackson Hewitt Tax Service business that we or our designees acquire as a result of the exercise of a right of first refusal or purchase right that we or our Affiliates or designees have under your Franchise Agreement or under any other agreement; and
- (h) engage in any other business or activity from which we are not expressly prohibited under your Franchise Agreement.

As described in paragraphs (c) and (d) above, we may ourselves, or we may authorize third parties to, offer online tax preparation (sometimes called "virtual" tax preparation) for customers. If we allow qualified franchisees the opportunity to offer such an online tax preparation, you understand that customers from anywhere in the world, including within the Territory, may elect to have their taxes prepared online instead of by visiting your physical Jackson Hewitt office. You will have no claim to any compensation provided by such customers even if such customers are located within the Territory.

You do not have any right to relocate your Franchised Business. You may offer services in your Territory to any person or firm residing outside your Territory, but you may not travel outside your Territory or use alternative channels of distribution (such as Internet, catalog sales, telemarketing, or

other direct marketing) to perform tax preparation or other services authorized by the Franchise Agreement. You may not engage in any targeted advertising or promotions outside your Territory; however, you may, with our prior written consent, advertise your business in any media of general distribution (e.g., television and radio commercials and newspaper ads) where such advertising cannot be limited to your Territory. In granting our consent, we may impose such conditions that we believe to be necessary to protect the brand and other franchisees, such as requiring that such advertising contain (i) the addresses and telephone numbers of all Jackson Hewitt Tax Service offices that we determine are in your media market or (ii) our customer toll-free number that we maintain at such time. You do not have to pay any compensation to any other franchisee for services performed at your location for customers who reside outside the Territory. Advertising conducted by other Jackson Hewitt Tax Service franchisees might reach into your Territory.

If you are an existing franchisee who qualifies for the Existing Franchisee Expansion Amendment, and you wish to enter into a Franchise Agreement for an additional Territory, you must sign a new Franchise Agreement and the Existing Franchisee Expansion Amendment and pay us the applicable initial franchise fee described in Item 5. The exact geographic area of each additional territory will be decided on a market-by-market basis, but will generally have (a) approximately 20,000 EROs with respect to a Kiosk-Only Expansion, or (b) between 20,000 to 40,000 EROs with respect to a Dual Expansion.

The Franchise Agreement does not grant you the right to acquire additional franchises or any other options or rights of first refusal.

National Account Locations and Affinity Locations. You are prohibited from soliciting Affinity and National Accounts without our prior approval. As noted in Item 1, we may enter into arrangements for National Account Locations and Affinity Locations. The rules and procedures with respect to establishing such locations are described in the Manual.

If (a) we secure the opportunity to operate an Affinity Location or National Account Location in your Territory, (b) the Affinity Account or National Account does not insist, at any time, that it, we or our Affiliated Companies operate the location and permits us to allow our franchisees to operate at such locations, and (c) you are in compliance with your obligations under the Franchise Agreement, we may offer you this opportunity. Unless otherwise specified, you will have 10 days after you receive our written notice of the opportunity to give us a written reply that you will operate the Franchised Business in the Affinity Location or National Account Location and to enter into an addendum setting forth all of the unique terms and conditions associated with operating in such location. If you do not qualify to operate the Affinity Location or National Account Location or do not accept within the required timeframe, then we, our Affiliate, or a third party we license (including the Affinity Account or National Account itself) may provide the services and operate a Jackson Hewitt Tax Service business at the Affinity Location or National Account Location. If you are replaced in an Affinity Location or National Account Location as described in the preceding sentence, you will promptly provide us with all files and documents for customers who had tax returns prepared at such location in the current and all prior Reporting Years.

If we, our Affiliate or another franchisee actually operates a Jackson Hewitt Tax Service business in any Affinity Location or National Account Location in your Territory, we are not obligated to offer you any compensation or the opportunity to operate in that Affinity Location or National Account Location in your Territory during any subsequent Reporting Years.

**Continuation of Your Territory Rights.** You have to meet the performance standards in the Franchise Agreement to retain the right to operate the Franchised Business in the Territory. The performance standards are as follows:

In your third Reporting Year and each subsequent Reporting Year during the term of your Agreement, the aggregate number of individual federal tax returns prepared by you in your Geographic Market Territory (as defined below) must equal or exceed a number equal to fifty percent (50%) of the National Territory Return Average (as defined below) multiplied by the specific number of individual territories comprising your Geographic Market Territory. Your "Geographic Market Territory" means each of the territories, including the Territory, that are owned by you or your Affiliates, serviced by a single Processing Center and part of a related geographic area.

"National Territory Return Average" means the average number of individual federal income tax returns per territory prepared in a Reporting Year by all franchisees operating a Jackson Hewitt Tax Service business during that period.

If you do not meet the performance standards, then you must submit to us, by June 30 following such Reporting Year (the "BIP Submission Deadline"), a commercially reasonable business improvement plan to increase your overall tax return performance (a "Business Improvement Plan"). If you fail to submit a Business Improvement Plan by the BIP Submission Deadline, then you must pay us \$2,500 and submit to us such Business Improvement Plan by July 31 of that same Reporting Year (the "2<sup>nd</sup> BIP Submission Deadline). We will determine whether your Business Improvement Plan is commercially reasonable and we may require that an additional standard office or kiosk be included in your Business Improvement Plan.

# ITEM 13 TRADEMARKS

We authorize you to operate a tax return preparation business, offer tax courses, and perform tax-related activities using Marks which we own or have the right to use in the operation of Jackson Hewitt Tax Service businesses. The following principal Marks, which we currently license to you, are registered on the Principal Register of the United States Patent and Trademark Office:

Mark	Registration Date	Registration Number	
JACKSON HEWITT TAX	August 23, 1988	1501580	
SERVICE			
JACKSON HEWITT	February 24, 1998	2138700	

All required renewals and affidavits have been filed for the principal Marks. There are presently no effective determinations by the United States Patent and Trademark Office, Trademark Trial and Appeal Board, any state trademark administrator or any court, any pending infringement, opposition or cancellation proceeding or any pending material litigation involving any of these Marks which are relevant to their use anywhere in the country. We know of no infringing use that could materially affect our right to license or your right to use the Marks. In addition, there are no agreements that limit our right to use or license the use of any Mark that is material to our franchise system.

As to any of the Marks you use in operating your Business, you must use the Mark in full compliance with rules that we prescribe. You may not use the Marks as part of your corporate name, or any domain name, or with any prefix, suffix or other modifying words, terms, symbols or designs. You must not use our Marks to identify or sell any unauthorized product or service.

You must notify us immediately of any infringement or challenge to the use of the Marks, and we have the sole right to take whatever action we determine. You must assist us, at our expense and request, in taking any action that we decide is necessary to stop any infringement. You may not take any action on our behalf without our prior written permission. If we engage in litigation or any action to protect our Marks, you must sign any documents and take any action that our attorneys and we believe is

reasonably necessary to protect our rights in the Marks. We will control any litigation or action relating to our Marks. We do not have to take any action regarding the Marks, but we agree to hold you harmless against and to indemnify and defend you (with counsel of our choosing) with respect to any action, suit, proceeding, claim, demand, inquiry, or investigation, in connection with any third-party claim that the use of our Marks in conformity with the Franchise Agreement infringes or misappropriates any intellectual property right of a third party. You must give us notice of any such action, suit, proceeding, claim, demand, inquiry or investigation as soon as possible and allow us to control the defense and settlement of any such matter.

We may, in our sole discretion, select one or more new or modified Marks for use in the Franchised Business, which you must adopt and use. Any expenses you incur resulting from such a change, e.g., replacing signs, stationery, or advertising materials, are your sole responsibility.

# ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not presently have any patents issued by, or patent applications on file with, the U.S. Patent and Trademark Office.

We claim a copyright in our customized tax preparation software, processing software, receipt journal software, Manual, training scripts, video productions, brochures, and radio and television commercials that you may use during the term of the Franchise Agreement. We have not registered our copyright in these items with the Library of Congress. To preserve the confidentiality of certain of these items, especially our software, we do not intend to register a copyright in them. Our tax preparation, processing software, business methods and operating methods are trade secrets.

The following are some of our current trade secrets, and confidential and proprietary information: the identities of the customers served by the Franchised Business, (including their names, addresses, phone numbers, social security numbers and financial and tax information), tax return copies (whether on disk, in a database, in any other computer data storage media, or on paper), customer lists, mailing labels, work in progress, all "books" and "archives" program disks, bookkeeping files, Financial Products applications and other Financial Products related documents provided to you (these documents belong to the providers making Financial Products available to you, but between you and us, we have right and priority to these documents), any other documents related to services performed on behalf of customers, the contents of the Manual and all of the operating procedures, specifications, standards and rules that we prescribe for the franchised system, our training materials, our tax preparation and processing software, any and all other software we provide to you, and any other or different items so designated in the Manual. You may also receive other nonpublic information from us that is confidential and proprietary to us. You must maintain, both during and after the term of the Franchise Agreement, absolute confidentiality of all such items and you shall take reasonable precautions to prevent disclosure, directly or indirectly, of all or any portion of all such items. You may give this information to your employees only to the extent necessary for the operation of the Franchised Business in accordance with the Franchise Agreement and provided that you advise your employees of the restrictions in the agreement with respect to the use and disclosure of such information. You may not use this information in any other business or in any other way not authorized by us in advance in writing. You shall promptly notify us in writing of any actual or suspected unauthorized disclosures or uses of our trade secrets and confidential and proprietary information.

# ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Your Franchised Business must be supervised either by you or an "on premises" manager who has completed FIT to our satisfaction. The "on premises" manager does not need to have any equity interest in the franchise. Your manager and other employees must sign an agreement with you to keep our trade secrets, confidential information, and proprietary information confidential.

If you are an entity, we may require that your Owners sign a Guaranty of Franchisee's Undertakings, attached to the Franchise Agreement. We may also require that your spouse, or the spouses of your Owners/Guarantors, sign this Guaranty.

# ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Authorized Products and Services. You must offer, or facilitate the sale of, all tax preparation and other financial and related products and services, and only those products and services, that we designate or approve. You must obtain those products or services from us or from a third party that we designate or approve. We may condition your right to offer certain financial products on your being in compliance with the Franchise Agreement and meeting other criteria applicable to the particular product. We may add additional authorized tax preparation related products and services that you must offer, and we may discontinue any services or products that we presently offer. We may introduce, add, or delete products or services without incurring any liability to you. If you want to provide additional products or services as part of your Franchised Business, you must get our prior written approval, which we may withhold.

Fees for Products and Services. Unless prohibited by applicable law, we may periodically set a maximum or minimum price that you may charge for products and services offered by your Franchised Business. If we impose such a maximum or minimum price for any product or service, you may charge any price for the product or service up to and including our designated maximum price or down to and including our designated minimum price. The designated maximum and minimum prices for the same product or service may, at our option, be the same. For any product or service for which we do not impose a maximum or minimum price, we may require you to comply with an advertising policy adopted by us which will prohibit you from advertising any price for a product or service that is different than our suggested retail price. Although you must comply with any advertising policy we adopt, you will not be prohibited from selling any product or service at a price above or below the suggested retail price unless we impose a maximum price or minimum price for such product or service. Jackson Hewitt businesses owned and operated by us or our Affiliates will be bound by the same pricing set that we impose on franchisees.

# 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.

[FA = Franchise Agreement; SLA = Software License Agreement]

PROVISION	SECTION IN AGREEMENT	SUMMARY
	FA - 2.1	10 years
a. Length of the Franchise Term	SLA - 4	Expires earlier of a) expiration of the Franchise Agreement or any collateral agreement, b) our termination for your default, or c) our discontinuance of the Software
b. Renewal or Extension of the Term	FA – 8	You will have the opportunity to sign a new franchise agreement (National Accounts or Affinity Accounts subject to continued availability of the account). The term of the new franchise will be equal to what is then provided for under our then-current franchise agreement, which may be less than 10 years.
	SLA – N/A	No right to renew
c. Requirements for Franchisee to Renew or Extend	FA - 8	(a) in compliance with agreement and all other agreements throughout term; (b) satisfactory results of credit, financial and background information checks; (c) demonstration of personal, professional and financial qualifications to continue to own and operate the Franchised Business; (d) execution of general release (Our current form of general release is attached to this Disclosure Document as Exhibit K); (e) provide notice not less than 6 nor more than 12 months before the expiration of your Franchise Agreement; and (f) sign our then-current form of Franchise Agreement
	SLA – N/A	
d. Termination by Franchisee	FA - 19.1	If a) we agree in writing or b) we are in default of a material provision and you give us 30-day notice to cure (subject to state law)
Tranomisee	SLA – N/A	
e. Termination by	FA – N/A	
Franchisor Without Cause	SLA – N/A	
	FA – 19.2	We may terminate the agreement if you default
f. Termination by Franchisor with Cause	SLA – 17.03	We may terminate the agreement if the franchise agreement expires or is terminated, or if the software is replaced

PROVISION	SECTION IN AGREEMENT	SUMMARY
g. "Cause" Defined – Curable Defaults	FA – 19.2 SLA – 18.01 and	a) failure to close any locations outside Territory and remove all signs from those locations within 3 days after delivery of notice; b) failure to pay amounts owed or furnish reports within 5 days after written notice; c) failure, within 3 days after notice, to stop any activity designed to solicit another franchisee's customers; d) failure to pay third-party vendor or lessor within any applicable cure period; e) failure to comply with any other material provision of the Franchise Agreement, any collateral agreement, any Manual provision applicable to the Territory, or any law or regulation pertaining to the Franchised Business within the Territory within 5 days after written notice  a) failure to pay amounts due or comply with confidentiality
	18.02	covenants within 10 days after notice; or b) failure to comply with any other obligation within 30 days after notice
h. "Cause" Defined – Non- Curable Defaults	FA – 19.2	a) material misrepresentations; b) failure to complete training; c) failure to qualify with IRS or states to file electronic returns; d) failure to open or operate; underreporting of Gross Volume of Business by 2% or more during 2 or more reporting periods; e) failure to cooperate with audit/inspection; f) failure to submit a qualified Business Improvement Plan by the 2 <sup>nd</sup> BIP Submission Deadline and you fail to cure within 5 days after written notice; g) unapproved advertising/advertising practice; h) violation of non-competes and non-solicitations; i) repeated non-compliance; j) termination of any other franchise agreement, if such termination is based on a breach of non-compete covenant, failure to pay amounts owed, material misrepresentations or omissions in franchise application, failure to cooperate with audit, inspection or investigation, or acts that negatively impact your business or the Marks, Operating System or Network; k) unauthorized transfer; l) criminal conviction or plea; m) insolvency; or n) criminal or other acts that impact Marks, Operating System, or the Network
	SLA - 17.01, 17.02, 17.04, 18.03, 18.04	a) termination of the Franchise Agreement or any collateral agreement; b) sale of the Franchised Business; c) failure to comply with use restrictions; d) software becomes inoperable due to your intentional act or omission; or e) unauthorized transfer

PROVISION	SECTION IN AGREEMENT	SUMMARY
i. Franchisee's Obligations on Termination or Nonrenewal	FA – 19.4	a) pay all money owed to us and to third parties, b) return all proprietary information; c) de-identify the Franchised Business and discontinue use of all signs and our service marks; d) transfer telephone numbers to us; e) comply with all post-term covenants regarding non-competition and non-solicitation; f) cancel all fictitious name filings; g) return all equipment leased under a program we arranged; h) cease using any online presence related to your Franchised Business and, if requested, transfer to us; i) assign the lease to your offices to us
	SLA -19	You must stop using the software and return all copies to us.
j. Assignment of Agreement by Franchisor	FA – 20.1 SLA – 21.08	We may freely assign.
k. "Transfer" by Franchisee	FA – 20.2 – 23	Includes transfers of agreement, ownership interests, and the business
Defined	SLA – N/A	
l. Franchisor Approval of a	FA - 21 - 23	All transfers require our prior written approval
Transfer by You	SLA – N/A	
m. Conditions for Franchisor Approval of Transfer	FA – 20 – 23	a) you give us written notice of the transfer and we must approve the transferee, b) you fully comply with all agreements related to the Territory with us and with any National Account, c) you pay a transfer fee, d) transferee signs our then-current Franchise Agreement and completes training, e) you and your related parties and buyer and its related parties sign a general release, and f) you or the transferee assume any and all penalty and interest liability your customers incur because of mistakes you made in preparing (up to specified liability amounts), and you and the transferee agree to hold back a portion of the sale proceeds for 3 years to satisfy any of your obligations to customers
	SLA – N/A	
n. Franchisor's Right of First Refusal to Acquire Franchisee's Business	FA – 25 SLA – N/A	We or our designee can match any offer for your business
o. Franchisor's Option to Purchase Franchisee's Business	FA – 31	We have the right to purchase your business on occurrence of either a termination event (includes termination or expiration of Franchise Agreement) or a control event (includes an IPO)
	SLA – N/A	

PROVISION	SECTION IN AGREEMENT	SUMMARY
p. Death or Disability of Franchisee	FA – 26 SLA – N/A	We can terminate 180 days after death or disability if the continued management or ownership of the Franchised Business has not otherwise been arranged
q. Non-Competition Covenants During the Term of the Franchise	FA – 17.1 SLA – N/A	Subject to state law, you and your owners and affiliates may not provide services for or have an interest in any Competing Business, wherever located.
r. Non-Competition Covenants After the Franchise is Terminated or Expires	FA – 17.2, 17.4 SLA – N/A	Non-compete: 2 years after expiration, termination, or transfer, within the Territory or within an area within 10 miles outside the boundary of the Territory, or within 1 mile of the location of any Jackson Hewitt business in operation or under construction at the time of termination, expiration, or sale. Non-solicit: 2 years anywhere (subject to state law).
s. Modification of Agreement	FA – 29.10 SLA – 21.04	Must be in writing signed by all parties; however, we may change the Manual at our discretion
t. Integration / Merger Clause	FA – 29.10	Only the written terms of the agreement and other related written agreements are binding (subject to state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable; however, nothing is intended to disclaim the representations we made in the Disclosure Document we furnished to you.
	SLA – 21.04	Only the written terms of the agreement are binding (subject to state law). Any other promises are not enforceable.
u. Dispute Resolution by Arbitration or Mediation	FA – 29.3 SLA – 21.09	All disputes must be submitted to binding arbitration within 50 miles of our then-current principal office (subject to state law).
v. Choice of Forum	FA – 29.2, 29.3 SLA – 21.09	Subject to state law, litigation must be in the location of our principal place of business (currently Sarasota County, Florida).
w. Choice of Law	FA – 29.1 SLA – 21.09	Subject to state law, Florida law applies.
x. Waiver of Jury Trial	FA – 29.5 SLA – 21.09	Subject to state law, any litigation by you against us, including our affiliates, and our and their respective employees and agents, regarding the franchise will be tried before a court without a jury.

If a state law requires any modification to these provisions of the Franchise Agreement (or other provisions described in this Item 17) or requires additional terms, those modifications will be found in the disclosure addenda and contractual amendments appended to this Disclosure Document (see Exhibit A).

### ITEM 18 PUBLIC FIGURES

We do not presently use any public figure to promote sales of our franchises. We may choose a public figure to endorse or promote the sale of franchises or their services, but you may not use any public figure or anyone else to promote or endorse your franchise business without our prior written permission.

### 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.

# **Unit Level Revenue**

As noted in Item 1, a "Tax Season" is the period beginning on January 2 and ending on the last date that individual federal income tax returns are due under the Internal Revenue Code, without extension (typically, April 15th or the next business day if this day falls on a weekend or federal holiday). Our fiscal year runs from May 1 to April 30, and, in a typical fiscal year, the bulk of the Gross Volume of Business generated by a Jackson Hewitt Business will have been generated during the Tax Season.

In the table below, we have disclosed the average Gross Volume of Business for franchised offices during our fiscal year ended April 30, 2025 for the 2,663 franchised Jackson Hewitt offices that were reported on our system as active and having been operating for at least one Tax Season prior to the 2025 Tax Season (the "2025 Covered Offices"). The 2025 Covered Offices represent 97.05% of the 2,744 franchised Jackson Hewitt offices that were reported on our system as active as of April 15, 2025 (the ending of the 2025 Tax Season). As is common for new businesses generally, Jackson Hewitt Businesses typically experience revenue volatility during their first year of operation (which in the case of a Jackson Hewitt Business generally means the first Tax Season of operation). Their results are not reflective of and would artificially impact the results of businesses that have passed through the initial opening phase and have achieved more operational stability. As a result, we have eliminated from the data set: (i) 7 offices that reported no activity during the 2025 Tax Season and (ii) 74 offices that had not been operated during at least one Tax Season prior to the 2025 Tax Season. Company-owned locations are not included in the following historical financial performance representations.

"Gross Volume of Business" is calculated in the table below in the same manner as you will calculate your "Gross Volume of Business" for purposes of calculating your Royalty payments under the Franchise Agreement. As described in Item 6, "Gross Volume of Business" is all revenue generated or derived from the operation of your Jackson Hewitt Business (whether or not in compliance with the Franchise Agreement), in whatever form, including whether from cash, check, credit or debit card, barter exchange, trade credit, or other credit transactions, but excluding the following: (a) all federal, state, or municipal sales, use or service taxes collected from customers and paid to the appropriate taxing

authority, (b) the amount of any documented refunds, credits and discounts of the types we authorize from time to time (items such as credit card fees and other service fees are not considered discounts) that you, in good faith, give to your customers, and (c) "Customer Bad Debt" (fees and charges that you customer fails to pay and that you do not collect). For products that you purchase from us or our Affiliates and sell to your customers, only that portion of the revenue from such sale that is in excess of the amount you paid us or our Affiliates for such product will be considered "revenue" for purposes of calculating your Gross Volume of Business.

#### **Unit-Level Gross Volume of Business for 2025 Covered Offices**

Standard Offices <sup>(1)</sup>	Number of Offices	1,525
	Average Gross Volume of Business	\$160,361
	Number and Percentage of Offices	597 (39.1%)
	Attaining or Exceeding the Average	
	Median	\$133,435
	Range	\$450 to \$1,396,455
Kiosk Offices(1)	Number of Offices	1,138
	Average Gross Volume of Business	\$60,438
	Number and Percentage of Offices	427 (37.5%)
	Attaining or Exceeding the Average	
	Median	\$49,630
	Range	\$403 to \$371,055
All Offices	Number of Offices	2,663
	Average Gross Volume of Business	\$117,660
	Number and Percentage of Offices	971 (36.5%)
	Attaining or Exceeding the Average	· · · · ·
	Median	\$86,880
	Range	\$403 to \$1,396,455

#### Notes to Table:

(1) Standard Offices typically operate as stand-alone storefronts. Kiosk Offices are typically located within another retailer and are typically only available in connection with an Affinity Account or National Account Location.

#### Notes to Item 19

- 1. We have not audited or verified the data submitted by the franchisees. However, we are aware of no reason to question the reliability of the data.
- 2. We strongly urge you to consult with your financial advisor or personal accountant concerning the financial analysis that you should make in determining whether or not to purchase a Jackson Hewitt franchise.
- 3. Some Jackson Hewitt franchisees have earned this amount. Your individual results may differ. There is no assurance that you'll earn as much.
- 4. Written substantiation for these financial performance representations will be made available to the prospective franchisee upon reasonable request.

Other than the preceding financial performance representation, we do 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 Victoria McShane, Jackson Hewitt Inc., 501 N. Cattleman Road, Suite 300, Sarasota, Florida, (973) 630-1040 ext. 9061, the Federal Trade Commission, and the appropriate state regulatory agencies.

### ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

# TABLE NO. 1 SYSTEMWIDE OFFICE SUMMARY FOR FISCAL YEARS ENDED APRIL 30, 2025/2024/2023

Office Type	Year	Offices at the Start of the Fiscal Year	Offices at the End of the Fiscal Year	Net Change
Franchised	2023	3,413	3,092	-321
	2024	3,092	2,981	-111
	2025	2,981	2,744	-237
Company-	2023	2,070	2,195	125
owned	2024	2,195	2,240	45
	2025	2,240	2,423	183
Total Offices	2023	5,483	5,287	-196
	2024	5,287	5,221	-66
	2025	5,221	5,197	-24

Note: References in these Tables to "Company" refer to our affiliate, TSA. All data in these charts is for our fiscal year, not a calendar year. Our three prior fiscal years ended April 30, 2025, April 30, 2024, and April 30, 2023, respectively.

TABLE NO. 2
TRANSFER OF TERRITORIES FROM FRANCHISEES TO NEW OWNERS
FOR FISCAL YEARS ENDED APRIL 30, 2025/2024/2023

State	Year	Number Of Transfers
Alabama	2023	4
	2024	0
	2025	0
Arizona	2023	3
	2024	0
	2025	0

State	Year	Number Of Transfers
California	2023	5
	2024	10
	2025	0
Colorado	2023	0
	2024	1
	2025	0
Connecticut	2023	1
	2024	6
	2025	0
DC	2023	0
	2024	0
	2025	1
Florida	2023	4
	2024	43
	2025	1
Georgia	2023	1
	2024	1
	2025	0
Illinois	2023	0
	2024	0
	2025	1
Indiana	2023	8
	2024	5
	2025	8
Iowa	2023	0
	2024	5
	2025	5
Kansas	2023	2
	2024	0
	2025	0
Louisiana	2023	2
	2024	0
	2025	11
Maryland	2023	0
	2024	7
	2025	11
Massachusetts	2023	8
	2024	1
	2025	0
Mississippi	2023	6
	2024	0
	2025	3
Missouri	2023	3
	2024	0
	2025	1

State	Year	Number Of Transfers
Nevada	2023	0
	2024	0
	2025	1
New Jersey	2023	1
	2024	0
	2025	1
New York	2023	0
	2024	6
	2025	0
North Carolina	2023	18
	2024	0
	2025	0
Oklahoma	2023	0
	2024	4
	2025	1
Pennsylvania	2023	3
	2024	0
	2025	5
South Carolina	2023	7
	2024	0
	2025	0
Tennessee	2023	7
	2024	2
	2025	0
Texas	2023	6
	2024	3
	2025	0
Utah	2023	0
	2024	0
	2025	1
Virginia	2023	6
	2024	0
	2025	1
Washington	2023	0
	2024	3
	2025	0
Total	2023	100
	2024	106
	2025	52

TABLE NO. 3

STATUS OF FRANCHISED TERRITORIES AND OFFICES FOR FISCAL YEARS ENDED APRIL 30, 2025/2024/2023<sup>1</sup>

State	Year	Franchised Offices At Start Of Year	Opened	Termin- ations	Non- Renewals	Reacquired By Franchisor <sup>1</sup>	Ceased Operations – Other Reasons	Franchised Offices At The End Of The Year
	2023	53	3	2	0	0	5	49
Alabama	2024	49	2	0	0	0	3	48
	2025	48	3	0	0	8	0	43
	2023	61	0	0	0	4	2	55
Arkansas	2024	55	2	0	0	0	2	55
	2025	55	2	0	0	0	2	55
	2023	80	0	0	0	0	6	74
Arizona	2024	74	1	0	0	0	1	74
	2025	74	1	0	0	0	0	75
	2023	120	2	0	2	2	7	111
California	2024	111	3	2	0	12	6	94
	2025	94	5	0	1	19	5	74
	2023	50	6	2	0	0	2	52
Colorado	2024	52	0	0	0	1	0	51
	2025	51	1	0	0	5	1	46
	2023	22	1	0	0	1	1	21
Connecticut	2024	21	0	0	0	5	0	16
	2025	16	1	0	0	2	0	15
	2023	9	0	0	0	0	0	9
Delaware	2024	9	0	0	0	0	0	9
	2025	9	0	0	0	0	0	9
***	2023	1	0	0	0	0	0	1
Washington, DC	2024	1	0	0	0	0	0	1
DC	2025	1	0	0	0	0	0	1
	2023	229	0	1	0	0	13	215
Florida	2024	215	2	0	0	1	5	211
	2025	211	1	1	0	6	6	199
	2023	117	1	5	0	0	7	106
Georgia	2024	106	3	3	0	1	5	100
	2025	100	3	0	0	40	7	56

State	Year	Franchised Offices At Start Of Year	Opened	Termin- ations	Non- Renewals	Reacquired By Franchisor <sup>1</sup>	Ceased Operations – Other Reasons	Franchised Offices At The End Of The Year
	2023	3	0	0	0	0	0	3
Idaho	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	1	2
	2023	20	0	0	0	0	1	19
Iowa	2024	19	0	0	0	0	0	19
	2025	19	0	0	0	2	1	16
	2023	224	3	4	0	0	29	194
Illinois	2024	194	2	0	0	0	8	188
	2025	188	5	0	0	4	8	181
	2023	102	0	2	0	3	7	90
Indiana	2024	90	2	0	0	5	1	86
	2025	86	1	0	0	0	4	83
	2023	45	10	0	0	0	2	53
Kansas	2024	53	1	0	0	0	13	41
	2025	41	3	0	0	0	2	42
	2023	68	0	0	0	0	2	66
Kentucky	2024	66	1	0	0	0	1	66
	2025	66	2	0	0	0	0	68
	2023	147	1	2	1	70	9	66
Louisiana	2024	66	1	0	0	11	5	51
	2025	51	0	0	0	8	0	43
	2023	78	0	0	0	0	2	76
Maryland	2024	76	4	0	0	0	7	73
-	2025	73	0	0	0	26	8	39
	2023	18	0	0	0	1	0	17
Massachusetts	2024	17	1	0	0	0	0	18
	2025	18	1	0	0	0	0	19
	2023	103	3	9	0	36	11	50
Michigan	2024	50	0	0	0	1	2	47
	2025	47	1	0	0	20	1	27
	2023	14	0	0	0	0	0	14
Minnesota	2024	14	1	0	0	0	2	13
	2025	13	2	0	0	0	2	13

State	Year	Franchised Offices At Start Of Year	Opened	Termin- ations	Non- Renewals	Reacquired By Franchisor <sup>1</sup>	Ceased Operations – Other Reasons	Franchised Offices At The End Of The Year
	2023	127	10	5	0	0	7	125
Missouri	2024	125	2	0	0	0	21	106
	2025	106	1	0	0	0	4	103
Mississippi	2023	91	1	0	0	1	7	84
Mississippi	2024	84	5	0	0	0	0	89
	2025	89	1	0	0	0	0	90
	2023	22	0	0	0	0	4	18
Montana	2024	18	1	0	0	0	1	18
	2025	18	1	0	0	0	4	15
	2023	20	0	0	0	0	3	17
Nebraska	2024	17	0	0	0	0	0	17
	2025	17	0	0	0	0	0	17
	2023	6	0	0	0	0	0	6
Nevada	2024	6	0	0	0	0	0	6
	2025	6	0	0	0	0	0	6
NT	2023	5	0	0	0	0	0	5
New Hampshire	2024	5	1	0	0	0	0	6
Патрэнне	2025	6	1	0	0	0	0	7
New Jersey	2023	59	1	2	0	0	1	57
	2024	57	1	0	0	0	4	54
	2025	54	3	3	0	0	1	53
	2023	24	2	0	0	0	1	25
New Mexico	2024	25	2	0	0	0	0	27
	2025	27	2	0	0	0	0	29
	2023	149	3	12	0	10	8	122
New York	2024	122	5	0	0	5	9	113
	2025	113	2	6	0	11	5	93
NT 4	2023	199	5	1	0	0	9	194
North Carolina	2024	194	3	0	0	0	9	188
	2025	188	17	15	0	0	10	180
	2023	13	1	0	0	0	2	12
North Dakota	2024	12	1	0	0	0	2	11
	2025	11	0	0	0	0	1	10

State	Year	Franchised Offices At Start Of Year	Opened	Termin- ations	Non- Renewals	Reacquired By Franchisor <sup>1</sup>	Ceased Operations – Other Reasons	Franchised Offices At The End Of The Year
	2023	94	1	1	0	2	4	88
Ohio	2024	88	0	0	1	17	3	67
	2025	67	2	1	0	4	2	62
	2023	124	0	1	0	0	0	123
Oklahoma	2024	123	3	0	0	0	0	126
	2025	126	3	0	0	0	4	125
	2023	139	3	2	0	0	7	133
Pennsylvania	2024	133	11	1	0	0	1	142
	2025	142	2	0	0	1	11	132
	2023	1	0	0	0	0	0	1
Rhode Island	2024	1	0	0	0	1	0	0
	2025	0	0	0	0	0	0	0
	2023	88	3	0	0	0	6	88
South Carolina	2024	88	11	0	0	0	1	98
Caronna	2025	98	1	0	0	5	2	92
	2023	7	1	0	0	0	1	7
South Dakota	2024	7	6	0	0	0	0	13
	2025	13	0	0	0	0	0	13
	2023	148	6	0	0	0	1	153
Tennessee	2024	153	3	0	0	0	1	155
	2025	155	0	0	0	0	2	153
	2023	300	2	1	0	0	13	288
Texas	2024	288	3	1	0	1	9	280
	2025	280	3	3	0	3	2	275
	2023	13	0	0	0	0	1	12
Utah	2024	12	0	0	0	3	0	9
	2025	9	0	0	0	0	0	9
	2023	139	2	7	0	0	11	123
Virginia	2024	123	7	0	0	0	8	122
	2025	122	5	7	2	0	4	114
	2023	20	1	0	0	1	0	20
Washington	2024	20	0	0	0	4	0	16
	2025	16	0	1	0	4	0	11

State	Year	Franchised Offices At Start Of Year	Opened	Termin- ations	Non- Renewals	Reacquired By Franchisor <sup>1</sup>	Ceased Operations - Other Reasons	Franchised Offices At The End Of The Year
	2023	28	1	0	0	0	2	27
West Virginia	2024	27	3	0	0	0	0	30
	2025	30	0	0	0	0	1	29
	2023	19	0	0	0	1	3	15
Wisconsin	2024	15	2	0	0	0	1	16
	2025	16	0	0	0	3	0	13
	2023	11	0	0	0	0	3	8
Wyoming	2024	8	0	0	0	0	0	8
	2025	8	0	0	0	0	1	7
Total	2023	3,413	73	59	3	132	200	3,092
	2024	3,092	96	7	1	68	131	2,981
	2025	2,981	76	37	3	171	102	2,744

# Notes:

Does not include Territories or offices included in Terminated column.

# TABLE NO. 4 COMPANY-OWNED OFFICE STATUS FOR FISCAL YEARS ENDED APRIL 30, 2025/2024/2023

State	Year	Offices At Start Of Year	Offices Opened	Offices Reacquired from Franchisee	Offices Closed	Offices Sold to Franchisee	Company- Owned Offices Operating At the Fiscal Year Ended
Alabama	2023	75	1	0	1	0	75
	2024	75	1	0	0	0	76
	2025	76	0	8	1	0	83
Alaska	2023	10	0	0	0	0	10
	2024	10	0	0	0	0	10
	2025	10	0	0	1	0	9
Arizona	2023	62	0	0	0	0	62
	2024	62	0	0	1	0	61
	2025	61	1	0	0	0	62
Arkansas	2023	58	16	4	1	0	77
	2024	77	0	0	4	0	73
	2025	73	0	0	1	0	72
California	2023	155	3	2	3	0	157
	2024	157	2	12	5	0	166
	2025	166	12	19	5	0	192

State	Year	Offices At Start Of Year	Offices Opened	Offices Reacquired from Franchisee	Offices Closed	Offices Sold to Franchisee	Company- Owned Offices Operating At the Fiscal Year Ended
Colorado	2023	45	1	0	1	2	43
	2024	43	0	1	0	0	44
	2025	44	4	5	0	0	53
Connecticut	2023	28	1	1	1	0	29
	2024	29	0	5	0	0	34
	2025	34	0	2	0	0	36
Delaware	2023	8	0	0	1	0	7
	2024	7	0	0	0	0	7
	2025	7	0	0	1	0	6
Florida	2023	157	8	0	5	0	160
	2024	160	0	1	7	0	154
	2025	154	3	6	3	0	160
Georgia	2023	109	1	0	1	0	109
	2024	109	4	1	2	0	112
	2025	112	2	40	4	0	150
Hawaii	2023	21	0	0	0	0	21
	2024	21	1	0	1	0	21
	2025	21	1	0	2	0	20
Idaho	2023	18	0	0	1	0	17
	2024	17	0	0	0	0	17
	2025	17	0	0	0	0	17
Illinois	2023	24	0	0	0	0	24
	2024	24	0	0	0	0	24
	2025	24	1	4	0	0	29
Indiana	2023	35	1	3	1	0	38
	2024	38	2	5	1	0	44
	2025	44	0	0	0	0	44
Iowa	2023	35	0	0	2	0	33
	2024	33	2	0	2	0	33
	2025	33	0	2	0	0	35
Kansas	2023	0	0	0	0	0	0
	2024	0	9	0	0	0	9
	2025	9	1	0	0	0	10
Kentucky	2023	56	0	0	2	0	54
•	2024	54	0	0	1	0	53
	2025	53	0	0	1	0	52
Louisiana	2023	0	0	70	0	0	70
	2024	70	1	11	2	0	80
	2025	80	1	8	0	0	89
Maine	2023	21	0	0	0	0	21
	2024	21	0	0	0	0	21
	2025	21	0	0	1	0	20
Maryland	2023	0	0	0	0	0	0
•	2024	0	0	0	0	0	0
	2025	0	0	26	0	0	26

		At Start Of Year	Opened	Reacquired from Franchisee	Closed	to Franchisee	Owned Offices Operating At the Fiscal Year Ended
Massachusetts	2023	41	1	1	4	0	39
	2024	39	1	0	0	1	39
	2025	39	0	0	0	0	39
Michigan	2023	0	0	36	0	0	36
	2024	36	4	1	0	0	41
	2025	41	2	18	0	0	61
Minnesota	2023	64	0	0	2	0	62
	2024	62	0	0	3	0	59
	2025	59	0	0	3	0	56
Mississippi	2023	16	0	1	0	0	17
	2024	17	0	0	0	4	13
	2025	13	0	0	0	0	13
Missouri	2023	1	0	0	0	0	1
	2024	1	14	0	0	0	15
	2025	15	3	0	0	0	18
Nevada	2023	67	0	0	0	0	67
	2024	67	0	0	3	0	64
	2025	64	0	0	2	0	62
New	2023	22	0	0	2	0	20
Hampshire	2024	20	1	0	0	1	20
	2025	20	1	0	1	0	20
New Jersey	2023	25	0	0	1	0	24
	2024	24	2	0	0	0	26
	2025	26	0	0	0	0	26
New Mexico	2023	9	2	0	0	0	11
	2024	11	0	0	2	1	8
	2025	8	0	0	0	0	8
New York	2023	58	2	10	3	0	67
	2024	67	0	5	0	0	72
N 4 C 1	2025	72	1	11	1	0	83
North Carolina	2023	51	0	0	1	0	50
	2024	50	0 2	0	0	0	50
Oh: -	2025	50		0	0	0	52
Ohio	2023 2024	163 160	<u>0</u> 2	2 17	5 8	0	160 171
	2024		3	4	0	0	
Oklahoma	2023	171 5	1	0	0	0	178
OKIAHOHIA			0	0		0	6
Ī	2024	6	0	0	0	0	5
Oregon	2023	30	0	0	1	0	29
Olegoli	2023	29	0	0	2	0	29
Ī	2024	27	0	0	0	0	27
Pennsylvania	2023	43	2	0	2	0	43
ı cımsyıvanıa	2023	43	1	0	1	0	43
Ī	2024	43	3	1	0	0	43

State	Year	Offices At Start Of Year	Offices Opened	Offices Reacquired from Franchisee	Offices Closed	Offices Sold to Franchisee	Company- Owned Offices Operating At the Fiscal
							Year Ended
Rhode Island	2023	13	0	0	2	0	11
	2024	11	0	1	0	0	12
	2025	12	0	0	1	0	11
South Carolina	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	1	5	0	0	6
South Dakota	2023	6	0	0	0	0	6
	2024	6	0	0	0	6	0
	2025	0	0	0	0	0	0
Tennessee	2023	33	0	0	1	1	31
	2024	31	0	0	1	1	29
	2025	29	0	0	2	0	27
Texas	2023	329	9	0	6	0	332
	2024	332	1	1	8	0	326
	2025	326	9	3	7	0	331
Utah	2023	22	0	0	0	0	22
	2024	22	0	3	1	0	24
	2025	24	0	0	0	0	24
Virginia	2023	4	0	0	0	0	4
	2024	4	0	0	0	0	4
	2025	4	0	0	0	0	4
Washington	2023	78	2	1	2	0	79
	2024	79	0	4	2	0	81
	2025	81	2	4	0	0	87
West Virginia	2023	4	0	0	0	0	4
	2024	4	0	0	0	0	4
	2025	4	0	0	1	0	3
Wisconsin	2023	68	0	1	3	0	66
	2024	66	0	0	0	0	66
	2025	66	0	3	0	0	69
Wyoming	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Total	2023	2,070	50	132	54	3	2,195
	2024	2,195	48	68	57	14	2,240
	2025	2,240	50	171	38	0	2,423

TABLE NO. 5
PROJECTED OPENINGS AS OF APRIL 30, 2025

State	Franchise Agreements Signed but Offices Not Opened as of 4/30/2025	Projected New Franchised Office Openings for 2026 Fiscal Year <sup>1</sup>	Projected New Company- Owned Office Openings for 2026 Fiscal Year
Alabama	0	2	1
Arkansas	0	1	0
California	2	1	6
Connecticut	1	2	0
Florida	0	2	1
Georgia	0	1	0
Hawaii	0	0	1
Illinois	0	3	0
Indiana	0	1	0
Kansas	1	3	0
Kentucky	0	1	0
Louisiana	1	1	0
Maine	0	0	1
Michigan	1	0	1
Missouri	0	1	0
Nevada	0	1	0
New Hampshire	0	1	0
New Jersey	0	1	0
New Mexico	0	2	0
New York	3	4	1
North Dakota	0	1	0
Ohio	1	1	3
Pennsylvania	0	4	1
Tennessee	1	0	0
Texas	0	1	3
Virginia	3	0	0
West Virginia	0	1	0
Wisconsin	0	0	1
TOTAL	14	33	20

Notes:

1 Includes projected new office openings in both previously franchised Territories and projected new franchised Territories. This column also includes the offices not yet open that are recorded in the column entitled "Franchise Agreements Signed but Offices Not Opened as of 4/30/2025."

A list of all franchised offices as of April 30, 2025, is included in Exhibit G. A list of the names and last known home addresses and telephone numbers of franchisees who have been terminated, have canceled or have not renewed, or have otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during our last fiscal year, or who have not communicated with us within 10 weeks of the date of this Disclosure Document follows the list of outlets in Exhibit G. If you buy a Jackson Hewitt Tax Service franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Over the last three years, certain of our franchisees have entered into agreements with us containing confidentiality clauses. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former Franchisees, but be aware that not all Franchisees will be able to communicate with you.

We endorse the following franchisee association (the "Franchisee Association"):

Independent Council of Jackson Hewitt Franchisees, Inc.
Attention: Zoe Ann Seymour, Administrative Director
P.O. Box 1021
Schererville, IN 46375
866-763-1010
admin@icjhf.net

# ITEM 21 FINANCIAL STATEMENTS

Exhibit H includes: (i) the audited consolidated financial statements of our parent, JHTS, and its subsidiaries which comprise the consolidated balance sheets as of April 30, 2025 and April 30, 2024, the related consolidated statements of operations, stockholders' equity, and cash flows for the fiscal years ended April 30, 2025, April 30, 2024, and April 30, 2023, and the related notes to the consolidated financial statements.

Our parent JHTS absolutely and unconditionally guarantees the performance of our obligations under the Franchise Agreements into which we enter. The Guaranty instrument is included in Exhibit H. We may file specific guarantees of performance with appropriate state agencies in the states where our franchises are registered to be offered and sold.

# ITEM 22 CONTRACTS

State Addenda and Agreement Riders	Exhibit A
Franchise Agreement & Schedules	Exhibit C
Existing Franchisee Expansion Amendment	Exhibit D
Renewal Addendum to Franchise Agreement (NFA)	Exhibit E
Software License Agreement	Exhibit F
Representations and Acknowledgment Statement	Exhibit J
Sample General Release	Exhibit K
Existing Franchisee Financing Promissory Note and Security Agreement	Exhibit L
Acquisition Promissory Note and Security Agreement	Exhibit M

# ITEM 23 RECEIPTS

You will find duplicate copies of a Receipt at the very end of this Disclosure Document. You must sign and date both copies of the Receipt. Please keep one copy for your records and return the other signed and dated copy to us. We will not accept your application unless we have received a signed and dated Receipt from you.