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Attachment A: Data Sheet and Statement of Ownership

Attachment B: Site Selection Addendum

Attachment C: Authorization for Electronic Funds Transfer

Attachment D: Renewal Addendum

Attachment E: Collateral Assignment of Lease and Lease Addendum Forms

Attachment F: Training and Joint Employment Acknowledgment Form

Attachment G: Designated Manager Identification

Attachment H: Confidentiality and Non-Competition Agreement

Attachment I: Transfer Addendum

Attachment J: Guaranty and Assumption of Obligations Site Selection Addendum

Franchisor shall set off sums Franchisor owes to Franchisee against any unpaid debts owed by Franchisee to Franchisor.

P. Further Assurances. Each party to this Franchise Agreement will execute and deliver such further instruments, contracts, forms, or other documents, and will perform such further acts, as may be necessary or desirable to perform or complete any term, covenant or obligation contained in this Franchise Agreement.

Q. Acknowledgments. Franchisee acknowledges that:

~~(1) — Franchisee has conducted an independent investigation of the Franchised Business contemplated by this Franchise Agreement and recognizes that it involves business risks which make the success of the venture largely dependent upon Franchisee’s business abilities and efforts; Franchisee’s business abilities and efforts are vital to Franchisee’s success;~~

~~(2)(1) attracting customers for the Franchised Business will require Franchisee to make consistent marketing efforts in Franchisee’s community through various methods, including media advertising;~~

~~(3)(2) retaining customers for the Franchised Business will require Franchisee to have a high level of customer service and adhere strictly to the System Standards, and that Franchisee has committed to maintaining the System Standards;~~

~~(4) — Franchisee did not receive from Franchisor, and Franchisee is not and has not relied upon, any representations or guarantees, express or implied, as to the potential profits or other metrics of a Franchised Business, except as described in the Franchise Disclosure Document;~~

~~(5)(3) in all their dealings with Franchisee, Franchisor’s officers, directors, employees, and agents act only in a representative, and not in an individual, capacity and that business dealings between Franchisee and them as a result of this Franchise Agreement are deemed to be only between Franchisee and Franchisor;~~

~~(6) — Franchisee has represented to Franchisor, to induce Franchisor’s entry into this Franchise Agreement, that all statements Franchisee and Franchisee’s Owners have made, and materials Franchisee and Franchisee’s Owners have given to Franchisor are accurate and complete and that Franchisee and Franchisee’s Owners have made no misrepresentations or material omissions in obtaining the franchise;~~

~~(7) — Franchisee has read this Franchise Agreement and the Franchise Disclosure Document and understands and accepts that this Franchise Agreement’s terms and covenants are reasonably necessary for Franchisor to maintain Franchisor’s high standards of quality and service, as well as the uniformity of the System Standards, and to protect and preserve the goodwill of the Marks;~~

~~(8)(4) Franchisor has the right to restrict Franchisee’s source of goods and services as provided in various sections of this Franchise Agreement;~~

~~(9) — Franchisor has not made any representation, warranty or other claim regarding this franchise opportunity, other than those made in this Franchise Agreement and the Franchise Disclosure Document, and that Franchisee has independently evaluated this opportunity, including by using Franchisee’s business professionals and advisors, and has relied solely upon those evaluations in deciding to enter into this Franchise Agreement; and~~

~~(10) — Franchisee has been given the opportunity to clarify any provision of this Franchise Agreement that Franchisee may not have initially understood and that Franchisor has advised and encouraged Franchisee to have this Franchise Agreement and all other agreements and materials Franchisor has given or made available to Franchisee reviewed by an attorney, and Franchisee has either done so or waived Franchisee’s right to do so.~~

~~**R. — No Guarantee of Earnings.** Franchisee understands that Franchisor and any of Franchisor’s representatives and/or agents with whom Franchisee has met have not made and are not making any guarantees as to the extent of Franchisee’s success in Franchisee’s Franchised Business and have not and are not in any way representing or promising any specific amounts of earnings or profits in association with Franchisee’s Franchised Business.~~

~~**S.R. Receipt of Franchise Disclosure Document.** Franchisee acknowledges that this Franchise Agreement and Franchisor’s Franchise Disclosure Document have been in Franchisee’s possession for at least fourteen (14) calendar days before Franchisee signed this Franchise Agreement or paid any monies to Franchisor or an Affiliate and that any material changes to this Franchise Agreement were in writing in this Franchise Agreement for at least seven (7) calendar days before Franchisee signed this Franchise Agreement.~~

~~**T. — No Personal Liability.** Franchisee agrees that fulfillment of all of Franchisor’s obligations written in this Franchise Agreement or based on any oral communications which may be ruled to be binding in a Court of Law shall be Franchisor’s sole responsibility and none of Franchisor’s agents, representatives, nor any individuals associated with Franchisor’s franchise company shall be personally liable to Franchisee for any reason. This is an important part of this Franchise Agreement. Franchisee agrees that nothing that Franchisee believes Franchisee has been told by Franchisor or Franchisor’s representatives shall be binding unless it is written in this Franchise Agreement. This is an important part of this Franchise Agreement. Do not sign this Franchise Agreement if there is any question concerning its contents or any representations made.~~

~~**U.S. Terms of Other Franchises May Differ.** Franchisee acknowledges that other franchisees of Franchisor have or will be granted franchises at different times and in different situations, and further acknowledges that the terms and conditions of such franchises and the resulting franchise agreements may vary substantially in economics, form and in substance from those contained in this Franchise Agreement.~~

~~**V.T. No Violation of Other Agreements.** Franchisee represents that its execution of this Franchise Agreement will not violate any other agreement or commitment to which Franchisee or any holder of a legal or beneficial interest in Franchisee is a party.~~

transactions contemplated herein.

25. **No Right to Offset.** You may not withhold all or any part of any payment to Franchisor or any of its affiliates on the grounds of the alleged nonperformance of Franchisor or any of its affiliates or as an offset against any amount Franchisor or any of its affiliates may owe, or allegedly owe, you under this Agreement or any related agreements.

26. **Entire Agreement.** This Agreement contains the entire agreement between the parties concerning Franchisee's option to own and operate the number of Franchised Businesses as indicated above, as well as Franchisor's then-current form of franchise agreement you enter into with respect to each of these Franchised Businesses; ~~no promises, inducements, or representations not contained in this Agreement have been made, nor will any be of any force or effect or binding on the parties. Modifications of this Agreement must be in writing and signed by both parties.~~ In the event of a conflict between this Agreement and any franchise agreement(s), the terms, conditions, and intent of this Agreement will control. Nothing in this Agreement or any related agreement is intended to disclaim any of the representations Franchisor made to you in the Franchise Disclosure Document that Franchisor provided to you.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT ON THE DATES NOTED BELOW, TO BE EFFECTIVE AS OF THE EFFECTIVE DATE.

YOU

By: _____

Title: _____

By: _____

Title: _____

SUITE MANAGEMENT FRANCHISING, LLC

By: _____

Dated*: _____

(*Effective Date of this Agreement)

MINNESOTA

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all Franchises offered and sold in the State of Minnesota:

1. Any provision in the Franchise Agreement which would require you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22 will be void to the extent that such contractual provision violates such law.
2. Minnesota Statute Section 80C.21 and Minnesota Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside of Minnesota. In addition, nothing in the FDD or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of Minnesota.
3. Minn. Rule Part 2860.4400J. prohibits a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes. Any provision in the Franchise Agreement which would require you to waive your rights to any procedure, forum or remedies provided for by the laws of the State of Minnesota is deleted from any agreement relating to Franchises offered and sold in the State of Minnesota; provided, however, that this paragraph will not affect the obligation in the Franchise Agreement relating to arbitration.
4. With respect to Franchises governed by Minnesota law, we will comply with Minnesota Statute Section 80C.14, Subds. 3, 4 and 5, which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement; and that consent to the transfer of the Franchise will not be unreasonably withheld.
5. ITEM 13 of the FDD is hereby amended to state that we will protect your rights under the Franchise Agreement to use the Marks, or indemnify you from any loss, costs, or expenses arising out of any third-party claim, suit or demand regarding your use of the Marks, if your use of the Marks is in compliance with the provisions of the Franchise Agreement and our Franchise System standards.
6. Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release. As a result, the FDD and the Franchise Agreement, which require you to sign a general release prior to renewing or transferring your Franchise, are hereby deleted from the Franchise Agreement to the extent required by Minnesota law.
1. The following language will appear as a new paragraph of the Franchise Agreement:

No Abrogation. Pursuant to Minnesota Statutes, Section 80C.21, nothing in the dispute resolution section of this Agreement will in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80.C.

7. Minnesota Statute Section 80C.17 states that no action for a violation of Minnesota Statutes, Sections 80C.01 to 80C.22 may be commenced more than three (3) years after the cause of action accrues. To the extent that the Franchise Agreement conflicts with Minnesota law, Minnesota law will prevail.

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

**EXHIBIT ~~N~~M RECEIPT
TO FRANCHISE DISCLOSURE DOCUMENT
(Retain This Copy)**

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Suite Management Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Under Iowa or Rhode Island law, if applicable, Suite Management Franchising, LLC must provide this disclosure document to you at your first personal meeting to discuss the franchise. Michigan requires Suite Management Franchising, LLC to give you this disclosure document at least ten (10) business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Suite Management Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and the appropriate state agency identified on Exhibit A.

The name, principal business address, and telephone number of each franchise seller offering the franchise is:

~~Stacy Eley~~ Susan Boresow, Scott Krupa, Mark Jameson

Suite Management Franchising, LLC, 2542 Highlander Way, Carrollton, Texas 75006,
Attn: Legalnotices@propelledbrands.com Telephone: (855) 677-3726

Issuance Date: May 1, 2025

I received a disclosure document issued May 1, 2025, which included the following exhibits:

Exhibit A	List of State Administrators
Exhibit B	List of State Agents for Service of Process
Exhibit C	Franchise Agreement
Exhibit D	Conversion Addendum
Exhibit E	Development Agreement
Exhibit F	Conversion Promissory Note (Direct Financing)
Exhibit G	Operations Manual Table of Contents
Exhibit H	State Addenda to Disclosure Document and Franchise Agreement
Exhibit I	Lists of Current and Former Franchise Owners
Exhibit J	Financial Statements
Exhibit J-1	Guarantee of Performance
Exhibit K	Sample Form of General Release
Exhibit L	Summary of Acknowledgement
Exhibit <u>ML</u>	State Effective Dates
Exhibit <u>NM</u>	Receipt

Date

Signature

Printed Name

Date

Signature

Printed Name

PLEASE RETAIN THIS COPY FOR YOUR RECORDS.

**RECEIPT
(Our Copy)**

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Suite Management Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Under Iowa or Rhode Island law, if applicable, Suite Management Franchising, LLC must provide this disclosure document to you at your first personal meeting to discuss the franchise. Michigan requires Suite Management Franchising, LLC to give you this disclosure document at least ten (10) business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

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Exhibit L	Summary of Acknowledgement
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Exhibit <u>NM</u>	Receipt

Date	Signature	Printed Name
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Please sign this copy of the receipt, date your signature, and return it to Suite Management Franchising, LLC, 2542 Highlander Way, Carrollton, Texas 75006.