

Special Risks to Consider About *This Franchise*

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in California. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in California than in your own state.
2. **Limited Operating History.** The Franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
3. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.
4. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable
4. 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.
5. **Mandatory minimum payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
6. **Unregistered trademark.** The primary trademark that you will use in your business is not federally registered. If the franchisor's right to use this trademark in your area is challenged, you may have to identify your business and its products or services with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.

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.

generally, which may include those related to licensing, employee hiring, employee wages and related matters, occupational health and safety, insurance, and advertising.

Agents for Service of Process

Our agents for service of process are listed on Exhibit A to this Disclosure Document.

ITEM 2

BUSINESS EXPERIENCE

Jason Jaggard - Chief Executive Officer

Jason Jaggard has been our Chief Executive Officer since our inception in June 2022. Mr. Jaggard is also currently the CEO of Novus Global Operations, LLC in Marina Del Rey, California and has held this position since its formation ~~in June 2022~~. He also previously served as CEO of our affiliate, Novus Global Corporation in Marina Del Rey, California from the time of its formation in April 2015.

Tricia Harding – Chief Operating Officer

Tricia Harding is our Chief Operating Officer and has held this position since our formation. Ms. Harding is also currently the COO of Novus Global Operations, LLC in Marina Del Rey, California and has held this position since its formation. She also served as COO of our affiliate, Novus Global Corporation, in Marina Del Rey, California, beginning in October 2020 and previously served as its VP of Operations from March 2018 to October 2020.

David Miller - Chief Expansion Officer

David Miller is our Chief Expansion Officer and has held this position since our formation. Mr. Miller is also currently the Chief Expansion Officer of Novus Global Operations, LLC in Marina Del Rey, California and has held this position since its formation. He also served as CPO of our affiliate, Novus Global Corporation in Marina Del Rey, California, beginning in October 2021. From January 2019 to October 2021, Mr. Miller was the VP of Coaching for Slingshot Group in Irvine, California, and between August 2016 to January 2019, he was Lead Associate in the Coaching Division.

Sherry El-Gawley - Chief Marketing Officer

Sherry El-Gawley is our Chief Marketing Officer and has held this position since January 2024. Between January 2023 and January 2024, Ms. El-Gawley was the Founder and CEO of Comma NYC in New York, New York. Between September 2022 and December 2022, Ms. El-Gawley was a Visiting Adjunct Marketing Professor for The Kings College in New York, New York. Between March 2020 and February 2022, Ms. El-Gawley was the Head of US Marketing of the Ralph Lauren Fragrance for the L’Oreal company in New York, New York. Between February 2018 and March 2020, Ms. El-Gawley was the Assistant Vice President of Atelier Cologne for the L’Oreal company in New York, New York.

Joseph King Barkley, President of the Institute of Meta Performance

Joseph King Barkley is the President of our affiliate, the Institute for Meta Performance in Marina Del Rey, California, a position he has held since April 2023. From April 2023 to March 2024, Mr. Barkley was Director of Coaching Development and from August 2022 to the present he has been an Executive Coach for Novus Global, LLC in Marina Del Rey, California. From February 2022 to August 2022, Mr. Barkley was unemployed and attending training at the Institute for Meta Performance. Between June

Advertising Fund

We have a fund for marketing the System, the Marks, and Human Development Franchises (the "Advertising Fund"). You are required to pay us on a monthly basis (or other period we designate) a continuing Advertising Fund Contribution. Your Advertising Fund Contribution will be one and three quarters percent (1.75%) of your monthly Gross Revenue. The fees you pay to the Advertising Fund are not refundable.

Your contribution to the Advertising Fund will be in addition to all other advertising requirements set out in this Item 11. Each franchisee will be required to contribute to the Advertising Fund, but certain franchisees may contribute on a different basis depending on when they signed their Franchise Agreement. Human Development Franchises owned by us will not contribute to the Advertising Fund on the same basis as franchisees.

The Advertising Fund will be administered by us, our affiliate, or designees, at our discretion. We may use in-house resources, a national or regional professional advertising agency, or media buyer to assist us. The Advertising Fund may be commingled with our operating account and may not be in a separate bank account, commercial account or savings account.

We have complete discretion on how the Advertising Fund will be utilized, except that we must use the money in the Advertising Fund for marketing and advertising the Marks and System. We may use any media for disseminating Advertising Fund advertisements, including direct mail, print ads, the Internet, radio, billboards, and television. Media coverage may be local, regional, or national. We may reimburse ourselves, our authorized representatives or our affiliates from the Advertising Fund for administrative costs, independent audits, reasonable accounting, bookkeeping, reporting and legal expenses, taxes and all other direct or indirect expenses associated with the programs funded by the Advertising Fund. We are not obligated to spend any amount on advertising in the area where your Human Development Franchise is located. We do not guarantee that advertising expenditures from the Advertising Fund will benefit you or any other franchisee directly or on a pro rata basis. We will not use the Advertising Fund contributions for advertising that is principally a solicitation for the sale of franchises, but we reserve the right to include a notation in any advertisement or website indicating "Franchises Available" or similar phrasing.

We assume no fiduciary duty to you or other direct or indirect liability or obligation to collect amounts due to the Advertising Fund or to maintain, direct or administer the Advertising Fund. Any unused funds that were collected in any calendar year will (in our sole discretion) either be refunded or applied to the following year's funds, and we reserve the right to contribute or loan additional funds to the Advertising Fund on any terms we deem reasonable.

The Advertising Fund is not audited. Upon your written request (which must be at least 90 days after the end of the previous fiscal year) we will provide to you an annual accounting for the Advertising Fund that shows how the Advertising Fund proceeds were spent during the previous year. We did not collect or spend any Advertising Fund Contributions during our last fiscal year. (Franchise Agreement, Article 8)

Advertising Council; Cooperatives.

You are not required to participate in a local or regional advertising cooperative. We do not have an advertising council composed of franchisees, but we reserve the right to create one.

upgrading, or support contracts will be dictated by the Computer System or Information Technology supplier, which we estimate to be \$2,000 annually.

You must enter all information regarding your clients, your revenue, and your Human Development Franchise into the Computer System, and we will have the unlimited right to independently access all of the information that is generated or stored on your Computer System. All information regarding your clients, your revenue, and your Human Development Franchise will be stored in the Computer System There are no limitations on the type of information we can access, or the times or frequency of when we access such information. No compatible equivalent component or program has been approved by us. (Franchise Agreement, Article 11).

Brand Standards Manual

We will loan you one copy of the Brand Standards Manual after you sign the Franchise Agreement. The purpose of the Brand Standards Manual is to communicate to you and our other franchisees both our requirements and our suggestions for the operations of your Human Development Franchise, so that Clients of the System have a uniform and quality experience across Human Development Franchises. The Brand Standards Manual is not intended to mandate how you handle employment issues with your employees, except to the extent that their conduct has a direct bearing on the System or the Marks.

We may modify the Brand Standards Manual at any time. Its total number of pages is 193. The number of pages devoted to each topic is reflected in the Table of Contents. We will notify you if there are any changes made to the policies or procedures so that you can comply. You must update your copy of the Brand Standards Manual, as instructed by us. We disclose the Table of Contents to the Brand Standards Manual as Exhibit E to this Franchise Disclosure Document. (Franchise Agreement, Article 9).

Initial Training Program

Your Designated Executive Coach must attend the initial training program, which is comprised of Foundations Training and Prosper Certification. Institute conducts the training, and the training lasts for approximately six (6) months, depending on your Designated Executive Coach's progress and performance. The Institute offers the program at least ~~two~~three times per year. The classes will be held at the Institute in Los Angeles, California, at another location we or the Institute designates (which may be virtual). You will pay a total training fee of \$32,600 per person, as described in Item 5. You are responsible for all of your Designated Executive Coach's costs to attend the training, such as travel, lodging and meals.

Your Operations Owner, if applicable, must attend training modules offered by Institute in business operations and GOLIVE Culture, which are part of the Prosper Certification. The fee for this management training is \$5,400 per person.

If, in our sole discretion, we approve your request to designate another Owner as the second Executive Coach for your Human Development Franchise, he or she would also need to attend the initial training program and complete the training to our reasonable satisfaction, before providing any coaching services. You would be required to pay the application and training fee described in Item 5 (less a ten percent (10%) discount). You are also responsible for all of his or her costs to attend the training, such as travel, lodging and meals.

If your Designated Executive Coach has already completed a training program in ontological coaching, we may exempt you from certain elements of the Foundations Training and will reduce the fee for the initial training program accordingly, in our sole discretion. If your Designated Executive Coach has

ITEM 21

FINANCIAL STATEMENTS

Attached to this FDD as Exhibit C are our audited financial statements as of December 31, 2023. Our fiscal year ends on December 31st. We have not been franchising for three years or more and cannot provide all financial statements as required by this item.

We are also attaching non-audited financial statements as of September 30, 2024. These Financial Statements Have Been Prepared without an Audit. Prospective Franchisees or Sellers of Franchises Should be Advised that No Independent Certified Public Accountant Has Audited These Figures or Expressed an Opinion with Regard to their Content or Form.

ITEM 22

CONTRACTS

The contracts following this Item 22 are listed in the order in which they appear as exhibits to this Franchise Disclosure Document. At this time, these are the only contracts that we expect that we will enter into with a franchisee in any state, although we reserve the right to enter into different types of contracts with its franchisees as our business develops. As a prospective franchisee, you should obtain independent legal and financial advice concerning this franchise offering as you deem appropriate before making any commitment.

Exhibit B: the Franchise Agreement

Addenda to Franchise Agreement:

1. Information Regarding You and the Franchised Business; Protected Area
2. Owner Agreement
3. Electronic Funds Transfer Authorization
6. Franchise Relationship Acknowledgement

Exhibit E: Form of General Release

Exhibit F: Compliance Questionnaire

We will not ask you to complete the Compliance Questionnaire, and we will disregard any answers from you, if you live or plan to operate your franchise in the states of California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, Wisconsin.

Exhibit G: State-Specific Addendum

Exhibit H: Confidentiality and Non-Compete Agreement

ITEM 23

RECEIPTS

Two copies of an acknowledgment of your receipt of this Franchise Disclosure Document are attached to this Franchise Disclosure Document as Exhibit J. Please complete both copies, detach and return the copy marked “Our Copy” to us and keep the other copy in the Franchise Disclosure Document for your own records.

Novus Global Franchising, LLC

EXHIBIT C-1

Unaudited Financial Statements

THESE FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM.

Novus Global Franchising, LLC

EXHIBIT C-2

Audited Financial Statements