

FRANCHISE DISCLOSURE DOCUMENT

FunBox Franchise LLC

A Nevada limited liability company
2510 East Sunset Road, Suite 5-400
Las Vegas, Nevada 89120
Phone: 626-628-0606
Email: l@funbox.com
www.funbox.com



FunBox Franchise LLC

A Nevada limited liability company
2510 East Sunset Road, Suite 5-400
Las Vegas, Nevada 89120
Phone: 626-317-5150
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www.funbox.com

We offer franchises to qualified individuals to own and operate ~~either an indoor or outdoor~~ FunBox® amusement park (a “FunBox Park”) ~~franchise under the “FUNBOX®” names, logos, and Service Marks~~ which include “FunBox”, “FunBox Amusement Park”, “World’s Biggest Bounce Park!”, “FunBox JumpPark”, and “FunBox City”. Our franchisees are authorized to offer amusement parks and related services and merchandise to the public under the Service Marks (the “Method of Operation”).

The total initial investment necessary to begin operation of an ~~Outdoor~~ indoor FunBox franchise ranges from ~~\$617,665,000~~ to ~~\$855,150,000~~. This includes from ~~\$495,205,000~~ to ~~\$630,285,000~~ that must be paid to us or our affiliates.

The total initial investment necessary to begin operation of an ~~Indoor~~ outdoor FunBox franchise ranges from ~~\$665,647,000~~ to ~~\$1,505,855,000~~. This includes from ~~\$220,525,000~~ to ~~\$315,620,000~~ that must be paid to us or our affiliates.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this ~~disclosure document~~ Disclosure Document and all accompanying agreements carefully. You must receive this ~~disclosure document~~ 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 government/governmental agency has verified the information contained in this 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 Laurence Hallier at 2510 East Sunset Road, Suite 5-400, Las Vegas, Nevada 89120, l@funbox.com.

The terms of your contract will govern your franchise relationship. Don’t rely on the ~~disclosure document~~ Disclosure Document alone to understand your contract. Read ~~all of your~~ entire contract

carefully. Show your contract and this ~~disclosure document~~ Disclosure Document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this ~~disclosure document~~ 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~~ Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP ~~or~~ by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC’s home page at ~~www.ftc.gov~~ www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information ~~on~~ franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

~~Issuance Date: August 7, 2023~~

ISSUANCE DATE: September 13, 2024

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 JC.
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 188 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit AB includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only FunBox® business in my area?	Item 12 and the “territory” provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What’s it like to be a FunBox® franchisee?	Item 20 or Exhibit JC lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need ~~to~~To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own ~~and you may have to replace these items on a regular basis.~~

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

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

Some States Require Registration

_____ Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does ~~not~~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~~D.

_____ Your state may 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. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Nevada. 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 Nevada 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.
3. **Short 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.
4. **Financial Condition**. The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.
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. **Unopened Franchises**. The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.

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 APPLIES TO TRANSACTIONS GOVERNED BY
THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY)**

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protection provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.
 - (ii) The fact that the proposed transferee is a competitor of the franchisor or sub-franchisor.

- (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
- (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.
- (h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).
- (i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to:

State of Michigan Department of Attorney General
G. Mennen Williams Building, 7th Floor
525 W. Ottawa Street
Lansing, Michigan 48909
Telephone Number: (517) 373 7117

Franchise Disclosure Document

TABLE OF CONTENTS

<u>ITEM</u>	<u>PAGE</u>
1. The Franchisor and Any Parents, Predecessors and Affiliates	6
2. Business Experience	7
3. Litigation	8
4. Bankruptcy	9
5. Initial Fees	9
6. Other Fees	11
7. Estimated Initial Investment	14
8. Restrictions on Sources of Products and Services	17
9. Franchisee's Obligations	21
10. Financing	23
11. Franchisor's Assistance, Advertising, Computer Systems, and Training	23
12. Territory	33
13. Trademarks	35
14. Patents, Copyrights and Proprietary Information	37
15. Obligation to Participate in the Actual Operation of the Franchised Business	38
16. Restrictions on What the Franchisee May Sell	39
17. Renewal, Termination, Transfer and Dispute Resolution	39
18. Public Figures	43
19. Financial Performance Representations	43
20. Outlets and Franchise Information	46
21. Financial Statements	49
22. Contracts	49
23. Receipts	48

Exhibits

- A. Financial Statements
- B. List of State Agents for Service of Process and State Administrators
- C. Operations Manual Table of Contents
- D. Franchise Agreement and its Exhibits
- E. Conditional Assignment of Phone Number
- F. Abandonment, Relinquishment, and Termination of Assumed Business Name
- G. State Law Addendum
- H. Confidentiality, Non-Disclosure, and Non-Compete Agreement
- I. ACH Direct Payment Authorization
- J. List of Franchisees and Certain Former Franchisees
- K. State Effective Dates
- L. Receipt

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

We are FunBox Franchise LLC. We do business under the names “FunBox®” and “FunBox Amusement Park.” We do not intend to do business under any other names. FunBox Franchise LLC is called “us” or “we” in this Franchise Disclosure Document, “you” means the purchaser of a franchise from us, and includes owners or partners of a corporation, partnership or other legal entity that purchases a franchise.

<u>ITEM 1 - THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES</u>	1
<u>ITEM 2 - BUSINESS EXPERIENCE</u>	3
<u>ITEM 3 - LITIGATION</u>	4
<u>ITEM 4 - BANKRUPTCY</u>	4
<u>ITEM 5 - INITIAL FEES</u>	4
<u>ITEM 6 - OTHER FEES</u>	5
<u>ITEM 7 - ESTIMATED INITIAL INVESTMENT</u>	9
<u>ITEM 8 - RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES</u>	19
<u>ITEM 9 - FRANCHISEE’S OBLIGATIONS</u>	24
<u>ITEM 10 - FINANCING</u>	24
<u>ITEM 11 - FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING</u>	26
<u>ITEM 12 - TERRITORY</u>	36
<u>ITEM 13 - TRADEMARKS</u>	42
<u>ITEM 14 - PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION</u>	44
<u>ITEM 15 - OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS</u>	45
<u>ITEM 16 - RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL</u>	46
<u>ITEM 17 - RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION</u>	46
<u>ITEM 18 - PUBLIC FIGURES</u>	54
<u>ITEM 19 - FINANCIAL PERFORMANCE REPRESENTATIONS</u>	54
<u>ITEM 20 - OUTLETS AND FRANCHISEE INFORMATION</u>	57
<u>ITEM 21 - FINANCIAL STATEMENTS</u>	64
<u>ITEM 22 - CONTRACTS</u>	64
<u>ITEM 23 - RECEIPTS</u>	64

EXHIBITS

<u>EXHIBIT A</u>	<u>Franchise Agreement</u>
<u>EXHIBIT B</u>	<u>Financial Statements</u>
<u>EXHIBIT C</u>	<u>List of Current and Former Franchisees</u>
<u>EXHIBIT D</u>	<u>List of State Administrators and Agents for Service of Process</u>
<u>EXHIBIT E</u>	<u>Operations Manual Table of Contents</u>

EXHIBIT F **State Addenda and Agreement Riders**
EXHIBIT G **Sample General Release**
EXHIBIT H **Franchise Compliance Certificate**
State Effective Dates
Receipts

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

To simplify the language in this Disclosure Document, the words “we,” “our” and “us”, and “FunBox” refer to FunBox Franchise, LLC, the franchisor. “You” means the person or entity that has been granted the right to develop one or more FunBox franchised businesses, the franchisee. If you are an entity, “Designated Principal” means one of the individuals with an ownership interest in you who will be responsible for the day-to-day operation of the franchise, attending training, and communication with us.

The Franchisor

~~We are a Nevada limited liability company that was formed established under Nevada law on March 15, 2021. Our principal place of business address is 2510 East Sunset Road, Suite 5-400, Las Vegas, Nevada 89120. Our telephone number is (626) 628-0606. Our email address is l@funbox.com. A list of state regulatory authorities and our agents for service of process are listed in Exhibit B. The We conduct business under our corporate name and address of our agent for service of process in Nevada is: Laurence Hallier, 2510 East Sunset Road, Suite 5-400, Las Vegas, Nevada 89120.~~

~~We license our franchisees in specified territories to own and operate an amusement park (“FunBox, “FunBox”, and also under the names “FunBox Amusement Park”, “World’s Biggest Bounce Park”) franchise under the names and logos-!”, “FunBox- JumpPark”, and “FunBox Park, and FunBox Amusement Park. We authorize our franchisees to operate, promote and advertise businesses that offer amusement parks and related services and merchandise to the public and to use our Method of Operation and Service Marks in the process. FunBox Parks consists of two different businesses, one is the Outdoor park and which in an Indoor park, both feature a large inflatable amusement game area along with interactive games and activities. The primary targets for the business are families with children ages 2 to 17 years. The market is somewhat developed and in certain markets there is a demand for facilities that offer safe, clean, active play and birthday parties for children ages 2 to 17 years. The Indoor business is open year around and the Outdoor park is seasonal usually during warmer months of the year.~~

~~We do not own or operate any businesses of the type City”. We have offered in this disclosure document, but our affiliate does. Currently, the sale of franchises and the operation of the FunBox franchise system are our only business activities. However, we retain the right to own or operate FunBox museums, parks, and franchises since April 2022.~~

Other than as stated above, we are not in any other business, we do not operate businesses of the type being franchised, we have not conducted business in any other line of business and we have not offered or sold franchises in any other line of business.

Our Parents, Predecessors and Affiliates

We have no predecessors.

We are wholly owned by our parent, FunBox Holdings, LLC. FunBox Holdings, LLC is a Nevada limited liability company that was ~~incorporated~~formed in 2019. Its principal business address is 2510 East Sunset Road, Suite 5-400, Las Vegas, NV 89120. FunBox Holdings, LLC wholly owns FunBox Franchise, LLC and Giant Inflatable Systems, LLC. FunBox Holdings, LLC has not and does not offer or sell franchises in any other line of business or provide products or services to our franchisees except through us and our Affiliate, Giant Inflatable Systems, LLC.

~~Our Affiliate is, Giant Inflatable Systems, LLC. Giant Inflatable Systems, LLC’s, has its principal business address isat 2510 East Sunset Road, Suite 5-400, Las Vegas, NV 89120. Giant Inflatable Systems, LLCThe Affiliate is the soleexclusive approved supplier for inflatable amusement park and related equipment which will be usedrequired~~

to operate the franchised business. ~~Giant Inflatable Systems, LLC~~ The Affiliate has not and does not offer or sell franchises in any other line of business.

Our Agent for Service of Process

Our agent for service of process is disclosed in Exhibit D of this Disclosure Document. The name and address of our agent for service of process in Nevada is: Laurence Hallier, 2510 East Sunset Road, Suite 5-400, Las Vegas, Nevada 89120.

Our Business Operations

We grant qualified candidates the right to develop and operate either an indoor or outdoor entertainment business, each referred to as a “Franchised Business”. These businesses feature inflatable play equipment, goods and beverages, and related products, operating under our uniform and proprietary system. They are identified by our trade name and service mark, along with other trade names, service marks, trademarks, logos, and commercial symbols that we may designate from time to time.

General Description of the Franchise

You will have the right to develop and operate one or more indoor or outdoor FunBox franchised businesses, using our marks and our system. This includes operational guidelines, opening guidelines, our design specifications and proprietary information, and our initial and ongoing training programs and marketing and promotional assistance. Our standards, guidelines, and specifications are outlined in our confidential manual (the “Manual”) and may be updated or modified in writing from time to time. You will own the underlying assets of the business; those assets will be operated by you, as our franchisee, under a license from us. The franchise described is known as “FunBox”, “FunBox Amusement Park”, “World’s Biggest Bounce Park!”, “FunBox JumpPark”, and/or “FunBox City”. (“FunBox”). FunBox is involved in the business of operating indoor and outdoor businesses featuring large inflatable amusement games along with interactive games and activities.

You may enter into a Franchise Agreement, which outlines your rights and obligations in the operation of each franchised business (the “Franchise Agreement”). If you enter into a Franchise Agreement, as a franchisee, you will be required to develop, establish and operate a FunBox business in accordance with the requirements of our System. Your rights under the Franchise Agreement will be limited to the establishment and operation of one FunBox business, providing only our approved services and products in conformity with our System and within your designated Territory. Each Franchise Agreement will be between you and us, and each of your owners will guarantee your obligations to us.

Market and Competition

Our principal targeted customers are children under the age of 18. FunBox Parks compete primarily with other businesses that offer family oriented entertainment, including theme parks, amusement parks, arcades, restaurants and businesses that rent inflatable products for home parties, including regional and national chains and franchise systems. The family entertainment business is very competitive. The Indoor business is open year around and the Outdoor park is seasonal usually during warmer months of the year.

We do not have a predecessor.

Neither we nor our parent nor affiliates have ever offered franchises in any other line of business.

We have created the franchise programs that include use and promotion of the service mark “FUNBOX” and related FunBox Park exterior trade dress, standards, specifications and procedures for quality, efficient service and uniformity of products and services, procedures and computer software for inventory and management control, training, advertising, promotional programs and ongoing assistance.

The typical location for a FunBox Park is a strip mall that has anchor tenants or in a large shopping mall or commercial retail. The Indoor Park can also be located in an industrial or warehouse space. The Outdoor Park can also be located in a City park, sporting field and open space. The FunBox indoor and Outdoor Parks owned by our affiliate are the prototype for our franchised FunBox Parks.

Our competition consists of a few national operators (Dave & Busters, Chuck E Cheese, Sky Zone), as well as smaller independent operators (i.e., mom and pop locations) and park district facilities. The children's indoor and outdoor entertainment/party market is a fragmented market and is seasonal in most parts of the country.

There are no legal regulations that relate specifically to our industry apart from those that apply to all businesses. Before purchasing a franchise, you should investigate all federal, state, and local regulations and requirements that may apply to the geographic area in which you are interested in locating your franchise and should consider both the effect and cost of compliance. You must comply with general employment laws and regulations. **Industry-Specific Regulations**

There may be regulations specific to the operation of a FunBox Business in your state that, among other things, require you to maintain a certain ratio between supervisory employees and the number of children on each ride or in the Park. You will also be required to comply with all local, state, and federal health and sanitation laws and regulations. Many states now regulate the use of amusement rides, which include inflatable devices. You should consult with your attorney and local, state, and federal government agencies before investing in a franchise to determine all of the legal requirements that you must comply with, and consider their impact on you and the cost of compliance. It is your responsibility to investigate, satisfy, and stay current on all local, state, and federal laws and regulations since they vary from place to place and can change over time.

You are responsible for preparing a site survey of the proposed Premises and all required construction plans and specifications to suit the Premises for our review. You must ensure that these plans and specifications comply with the Americans with Disabilities Act (“ADA”), similar rules governing public accommodations for persons with disabilities, and other applicable local ordinances, building codes, and permit requirements.

You are advised to consult with legal counsel, risk management/insurance advisors, and/or other business advisors to understand the laws, insurance requirements, and other regulations applicable to your development and operation of a FunBox Business and the hiring of employees at the FunBox Business.

~~We produce and sell innovative advertising and sales promotion materials. We attempt to negotiate group discount rates for the benefit of our franchisees for wholesale supplies, merchandise, and services.~~

~~We began to offer FunBox franchises in April 2022. We have not offered franchises in other lines of business.~~

~~This Disclosure Document a summary of some material provisions of the franchise agreement.~~

ITEM 1. ITEM 2. BUSINESS EXPERIENCE

Founder, President, and Managing Member – Laurence Hallier

Laurence Hallier has served as our President and Founder since our inception in March 2021. Mr. Hallier also continues to serve as President of Hallier Investments, LLC which owns and operates FunBox businesses since 2019. Mr. Hallier has served as President and Founder of our Affiliate, Giant Inflatable Systems, LLC, since 2021. Since 1999, Mr. Hallier has been the President of Show Media, LLC based in Los Angeles, CA.

Co-Founder & Vice President – Antonio Nieves

Antonio Nieves has served as our Vice President and Co-Founder since our inception in March 2021. Mr. Nieves has been Vice President of Hallier Investments, LLC since June 2018. Mr. Nieves previously served as Director of Marketing of Show Media in Las Vegas, Nevada, from May 2015 to June 2018.

Executive Vice President and Head of Real Estate – Suat Gokmen

Suat Gokmen has served as Executive Vice President and Head of Real Estate for us and our parent company, FunBox Holdings, LLC in Las Vegas, NV, since May 2022. Previously, he was an independent Automotive Consultant based out of Billings, Montana for various enterprises from October 2021 to April 2022. From January 2020 to September 2021, he was General Manager for Mercedes Benz Billings, in Billings, Montana. Additionally, he served as Broker/Principal for Universal Luxury Realty LLC in Miami, Florida from January 2018 to December 2019.

Co-Founder & In-House Legal Counsel – Randon Hansen

Randon Hansen has served as our In-House Legal Counsel and Co-Founder since our inception in March 2021. He has been an attorney at R Hansen Law P.C., in Henderson Nevada, since July 2014, and In-House Legal Counsel for 12five Capital, LLC, in Chicago, Illinois, since February 2020. Mr. Hansen served as General, In-House Legal Counsel for K2 Energy Solutions, Inc. in Henderson, Nevada from November 2010 to November 2018.

~~ITEM 2.~~ITEM 3. LITIGATION

No litigation is required to be disclosed in this Item.

~~ITEM 3.~~ITEM 4. BANKRUPTCY

No ~~bankruptcy is~~bankruptcies are required to be disclosed in this Item.

~~ITEM 4.~~ITEM 5. INITIAL FEES

Initial Franchise Fee – Indoor Park

You will be required to pay an Initial Franchise Fee. The initial ~~Indoor Franchise Fee~~ for either an Indoor Park or Outdoor Park is \$75,000 ~~for your first location and \$62,500 for each additional location.~~ (the “Franchise Fee”). The Initial Franchise Fee is due in full upon signing the franchise agreement, is uniform and is fully earned when paid and is non-refundable except as stated below.

Initial Franchise Fee – Outdoor Park

~~You will be required to pay an Initial Franchise Fee. The initial Outdoor Franchise Fee is either \$45,000 or \$75,000 depending on the location of your Outdoor Park as shown below. The Initial Franchise Fee is due in full upon signing the franchise agreement and is fully earned when paid and is non-refundable except as stated below.~~

~~For the Outdoor locations only and due to the size of these markets, if you purchase a FunBox franchise in the following markets then you will pay an Initial Franchise Fee of \$75,000.~~

New Haven, CT	Rochester, NY
Norwich Hartford, CT	Albany, NY
Washington DC	NE Philadelphia, PA
Middlesex, NJ	SE Philadelphia, PA
Union, NJ	Boston W, MA
Essex County, NJ	Boston N, MA

Manhattan, NY	Boston S, MA
Bronx, NY	Boston NW, MA
Brooklyn W, NY	Pittsburgh N, MA
Queens, NY	Pittsburgh S, MA
Long Island Mid, NY	Virginia Beach, VA
Suffolk County, NY	Northern Virginia
Yonkers White Plains, NY	Milwaukee, WI
Syracuse, NY	

For all other Outdoor markets, the Initial Franchise Fee will be \$45,000 for a single location.

For the Outdoor park only, in some markets we will allow you to operate your inflatable amusement park equipment at a second location at a different time during the year, however the second location will require a second franchise fee of \$45,000, discounted to \$35,000, if paid upon execution of your franchise agreement and located in the same State as the initial territory.

Inflatable Amusement Park Cost

When you purchase a FunBox franchise, you will be required to purchase from our affiliate Giant Inflatable Systems, LLC one proprietary inflatable amusement park and related equipment which will be used to operate the franchised business. This equipment must be purchased from our affiliate, Giant Inflatable Systems, LLC. Our affiliate, Giant Inflatable Systems, LLC is the only approved supplier for the inflatable amusement park. The total cost of the inflatable amusement park for the Outdoor Park will be between \$445,000 to \$535,000 and for the Indoor Park will be between \$125,000 to \$200,000. The fee for the inflatable amusement park is due in full upon at the time of ordering, is uniform and is fully earned when paid and is non-refundable except.

Initial Inventory

You must order all inventory materials from us prior to opening your Park. These materials include Fun Socks, signs and banners, employee uniforms and the colored wristbands. The costs of those materials range from \$5,000 to \$10,000. The initial inventory fee will vary based upon the amount and type of inventory needed, but is fully earned when paid and is non-refundable except.

Discounts and Refunds

~~We may offer franchises at a reduced rate to prospective franchisees who in our opinion possess the knowledge and experience to conduct business with minimal assistance from us or who are purchasing multiple franchises.~~

~~Initial Franchise Fee is not refundable in whole or in part under any circumstances other than those listed above.~~

ITEM 5-ITEM 6. OTHER FEES

<u>Name</u>	<u>Type of Fee</u>	<u>Amount</u>	<u>Due Date</u>	<u>Due</u>	<u>Remarks</u>
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Monthly Royalty Fee	You will pay to us 8% of your Gross Monthly Revenue for the preceding month as a monthly Royalty Fee.	The Royalty Fee will be paid directly from the third party tickets and/or CC vendor or by the 10th day of each month.	Payments will begin on and will be prorated from the date the Franchise opens for business. This payment may be made by automatic account withdrawal or other automatic processes we specify in the Operations Manual. ¹
Local Advertising Requirement (<u>Indoor Park only</u>)	The greater of \$1,000 or 2% of your Gross Revenue	Each month <u>week</u>	This amount is spent each month <u>week</u> in your local market to advertise and promote the Franchise. You will report the nature, extent, and amount of these local expenditures, in the form and at times we require in the Operations Manual.
Regional Advertising Cooperative Fund	Up to 2% of Gross Revenue	As voted	If at any meeting of the franchisees or company owned locations in an advertising region, 65% of the franchises vote to contribute to a regional advertising program, all franchises within that region will be obligated to contribute to a regional advertising fund in the amount and at the times established by the vote. Your contributions to the Regional Advertising Fund will be credited toward your Advertising Assessment described above.
Space Planning Fee	\$1,000 per Space Plan	Upon delivery	First Space Plan is at no cost. Each additional Space Plan will cost \$1,000 per Space Plan
Additional Training	Currently, up to \$1,000 per day plus all travel expenses	Before training	This payment may be made by automatic account withdrawal or other automatic processes we specify in the Operations Manual.
Additional Assistance	Currently, up Up to \$1,000 per day plus all travel expenses	As incurred	This payment may be made by automatic account withdrawal or

			other automatic processes we specify in the Operations Manual.
Annual Convention Fee	Currently, not assessed \$0	As incurred	If we host an annual convention, you may attend at our then-current fee per person.
Transfer Fee	The then current Transfer Fee that is not more than \$5,000 5% of the sales price plus a \$12,500 training fee for the buyer	Before transfer	Paid when you sell your franchise according to our then current Transfer Fee Schedule, including 5% of the transfer amount if we find the transferee for you. This fee will reimburse us for our reasonable legal, accounting, credit check, and investigation expenses that result from the transfer. <u>This fee is due regardless of who locates the buyer.</u> (Subject to state law)
Renewal, Refurbish, and Remodel	Actual costs <u>which can vary</u>	Upon renewal	You will reimburse us for our reasonable out-of-pocket costs concerning renewal. You will refurbish, remodel, and replace the FunBox Business, fixtures, and equipment to conform to the then current Operations Manual and Method of Operation. There will be no limitation on the amount that we may require you to spend on refurbishing, remodeling, and replacement.
Late Charges	Prime plus 10%, Bank America Main Branch in Las Vegas, Nevada \$65 plus 10% interest of the overdue amount	While amounts owed remain unpaid	You will not be compelled to pay Any late charges at a rate greater than <u>will not exceed</u> the maximum rate allowed by applicable law. This payment may be made by automatic account withdrawal or other automatic processes we specify in the Operations Manual.

Insufficient Funds Fee	\$50 <u>The greater of \$50 or 5% of the payment amount or the maximum fee allowed by law.</u>	As incurred	If we attempt a draw or other process that is returned unsatisfied for any reason, we may charge you a \$50 fee for each unsatisfied attempt.
Fines for Non-Compliance with Franchise Agreement	From \$1 to \$500 per occurrence as outlined in the Operations Manual <u>\$100 for the first non-compliance for which we give you written notice, \$250 for the second non-compliance, and \$500 for the third and each subsequent non-compliance.</u>	As Incurred	You will <u>shall</u> not be compelled <u>required</u> to pay fines at a rate greater than the maximum allowed by applicable law. This payment may be made by automatic account withdrawal or other automatic processes we specify in the Operations Manual.
Audits	You must reimburse us for audit costs including the charges of any independent accountant and the travel expenses, room, board, and compensation of our employees incurred in connection with the audit.	As Incurred	You must periodically submit to us your sales reports, quarterly and annual financial statements, and tax returns. We may audit your books, business records, sales reports, financial statements, merchant processing accounts and records, and tax returns at any time. The audits will <u>shall</u> be conducted at our expense unless you understate <u>the Gross Revenue</u> by more than 2 percent the Gross Revenue for any reported period or periods. Your failure to report Gross Revenue for any period will be deemed a willful understatement by more than 2 percent.
Collection Costs	You will cover all collection costs, including reasonable attorney fees	As Incurred	If we are required to retain an attorney or collection agency to collect delinquent payments, that <u>you owe to us.</u>
Inspection and Testing of Proposed Suppliers	Actual costs	As Incurred	You will reimburse us for our reasonable out-of-pocket costs concerning

			such inspections and testing.
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*Our recurring and isolated fees under the Franchise Agreement are uniformly imposed by and payable to us. All fees are non-refundable.

[†] Reports. By the 10th day of each month, you will report to us an itemized report of your business activities for the preceding month. The report will be in the form we designate. Royalty Fees due based upon the Gross Revenue for the preceding month will be paid based upon the report. We may require you to prove that you have paid the required local advertising expenditures.

Notes:

1. All fees paid to us or our affiliates are uniform and not refundable under any circumstances once paid. Fees paid to vendors or other suppliers may be refundable depending on the vendors and suppliers. We currently require you to pay fees and other amounts due to us or our affiliates via electronic funds transfer ("EFT") or other similar means. You are required to complete our then-current EFT authorization. We can require an alternative payment method or payment frequency for any fees or amounts owed to us or our affiliates under the Franchise Agreement. All fees are current as of the Issuance Date of this Franchise Disclosure Document. Certain fees that we have indicated may increase over the term of the Franchise Agreement.

2. "Revenue" means all receipts generated by the Franchise from any source, including sales (based upon the "suggested retail prices" expressed in the Operations Manual, without regard to discounts, parties, open play, food and beverage sales, merchandise sales, party deposits, arcade, direct or indirect barter transactions, rentals, exchanges, repairs, services, labor, service charges, service contracts, etc., and excludes refunds and sales taxes. Credit transactions will be included in Revenue as of the date of the transaction without deduction for uncollected credit accounts. The proceeds from any business interruption insurance or eminent domain recovery you receive will be included in "Revenue." "Gross Monthly Revenue" means the total Revenue for any calendar month.

[†] Automatic Payment Processes: We may require that payments may be required to be made by automatic account withdrawal or other automatic processes we reasonably specify in the Operations Manual, such as check, cash, certified check, money order, credit or debit card, automatic pre-authorized payment plan, electronic funds transfer or the Internet.

~~We reserve the right to require you to process some or all membership applications and payment plans submitted by your customers, together with the related automatic account withdrawal, automatic payment, credit and debit card payment, automatic pre-authorized payment plan, electronic funds transfer and other forms of direct or Internet payment, through us or through service providers and using processes we designate and outline in the Operations Manual. We may take monthly Royalty Fee, product purchase and other payments you owe to us out of the automatic payments made by your customers and remit to you the balance. The companies we designate to process memberships and related payment arrangements may include companies that are affiliated with us or in which we or our owners otherwise have ownership or control. If we elect, the designated companies may charge you not more than 5% for the service and will allocate and distribute payments received to you, while delivering to us all related royalty, advertising and other fees as outlined in the Franchise Agreement and pursuant to the processes we outline in the Operations Manual.~~

~~ITEM 6-~~ **ITEM 7. ESTIMATED INITIAL INVESTMENT**

~~YOUR ESTIMATED INITIAL INVESTMENT — Outdoor Park~~

~~A. TYPE OF EXPENDITURE~~ **Franchise Agreement**

~~YOUR ESTIMATED INITIAL INVESTMENT~~

~~INDOOR PARK AMOUNT METHOD OF PAYMENT WHEN DUE TO WHOM PAYMENT IS TO BE MADE~~

<u>Type of Expenditure</u>	<u>Amount</u>	<u>Method of Payment¹</u>	<u>When Due</u>	<u>To Whom Payment is to be Made</u>
Initial Franchise Fee ¹ Fee	\$45,000- \$75,000	Lump Sum	Upon Executio n of the Franchis e Agreeme nt	Us
Grand Opening Advertising	\$5,000 - \$10,000	As Incurred	As Incurred	Marketing Agencies, Social Media, Etc.
Lease and Utilities Security Deposits and Payments²	\$5,000 to \$50,000 - \$90,000	As Incurred	As Incurred	Landlord, Utility Companies and Suppliers
Licenses, Dues, Utility Deposits, Etc.	\$5,000 - \$10,000	Lump Sum	Before Opening	Governmen t Agencies and Organizatio ns
Leasehold Improvements/ Architect, Engineer & Permits ^{3,4}	\$2250,00 0 to \$5- \$800,000	Lump Sum	Before Opening	Landlord, Architect, Constructio n Company V endors
Equipment & Furniture ⁵ Furniture/ Fixtures	\$80,000 to - \$120,000	As Incurred	Before Opening	Approved Suppliers
Signage	\$10,000 - \$20,000	Lump Sum	Before Opening	Approved Suppliers
Computer Hardware and Software, Cameras, Music and Security Systems ^{6,7} Systems	\$520,000 to \$10- \$25,000	As Incurred	Before Opening	Suppliers
Initial Inventory ⁸ Inventory	\$5,000 to - \$10,000	As Incurred	Before Opening	Approved Suppliers
Inflatable Park Components ⁹ Components	\$445125, 000 to \$535- \$200,000	As Incurred	Before Opening	Our Affiliate- or Approved Suppliers
Employee Wages (1 month) ¹⁰ Arcade Games and Vending	\$2,500 to \$5,000 - \$70,000	As Incurred	As Incurred	Vendors E mployees
Professional Fees ¹¹ Fees	\$2,500 to \$5,000 - \$10,000	As Incurred	As Incurred	Vendors

Insurance ¹² <u>Insurance</u>	\$5,000 to \$10_ \$15,000	As Incurred	Before Opening	Insurers
Miscellaneous Opening Costs <u>including Travel</u>	\$155,000 to \$20_ \$10,000	As Incurred	As Incurred	Suppliers, Utilities, etc.
Additional Funds —One Month ¹³ <u>— Two Months</u>	\$520,000 to \$10_ \$40,000	As Incurred	As Incurred	Employees, Suppliers, Utilities, etc.
TOTAL ¹⁴	\$617665, 000 to \$855_ \$1,505,00 0			

Note 1. ~~Except as provided in Item 5 above, any payments for Franchise Fee to us are not refundable. Amounts paid to any third parties may be refundable, depending upon the contracts between them and you.~~

~~Note 2. A typical outdoor Park will be for a shorter term and range from \$5,000 to \$50,000 per month rent and might have added percentage rent over a break point. The estimates assume the security deposit is equal to one month's rent or in some cases the full 3 months paid up front. Factors that affect the lease costs include size, location, and existing improvements. You are solely responsible for obtaining and paying for a location for the franchise.~~

~~Note 3. You must pay all taxes required by local, state, or federal laws related to the services furnished or used in connection with the operation of a franchise. You must obtain all permits, certificates, or licenses necessary for the full and proper conduct of the franchise.~~

~~Note 4. You may have to submit your site plans to architects and engineers as required by local laws and codes.~~

~~Note 5. The equipment and furniture estimate including a generator/trailer (used), electrical distribution box, spider boxes and power cables as well as chairs, tables, and umbrellas. The lower estimate includes renting a generator unit.~~

~~Note 6. You are required to have adequate telephone and internet service.~~

~~Note 7. You must also purchase from Xola, Square and/or TripWorks our specified POS system which to keep track of your receipts. We require your park to have a broadband Internet connection, wireless network, and desktop personal computer capable of web surfing. If you do not own Microsoft Office software or off the shelf financial software, such as QuickBooks, you will need to buy it.~~

~~Note 8. You must purchase your initial supply of non-slip socks and colored wrist bands and unbranded merchandise, branded merchandise inventory, and printed materials from us.~~

Note 9.

Explanatory Notes for Indoor Park:

1. Lease and Security Deposits. The ideal size of a FunBox Business should range between 12,000 and 22,000 square feet. In most cases, the landlord will require a security and/or rental deposit. Usually, the landlord will require you to pay the equivalent of at least one month's rent. Rental rates or deposits on an unknown location cannot be predicted in advance. However, the deposit will most likely depend on the size and location of the FunBox Business. These costs will vary greatly depending on the area where the FunBox Business will be located. The item in each table represents one month's rent as a security deposit and your first month's rent. The low range in each table represents the least expensive deposit for a FunBox Business of the size described above, and the high range is the most expensive deposit for a FunBox Business of that size. In most cases, franchisees rent rather than purchase property. The initial investment assumes you will rent the premises for your FunBox Business and does not cover any debt service you incur or related fees such as loan interest, loan origination fees, and any and all other fees associated with the financing of the project. If you purchase the property, your initial expenses will dramatically increase.

2. Leasehold Improvements and Architect Fees. When a site has been selected by you and approved by us in writing, you will select a licensed architect that meets our standards or has been approved by us who will provide you with a preliminary layout and suggestions for the design of a typical FunBox Business and then a full set of design plans. You will pay for the local architect's services directly. The cost of construction, improvements or building varies widely by the size of the space, the existing improvements (including if you are rebranding

from one of our affiliated brands) and local construction rates. Sometimes you may receive a construction allowance from the landlord and if so, the costs may be reduced accordingly. The cost of leasehold improvements in the above Table do not include any of the items already listed in this Table entitled “Furniture/Fixtures”, “Attractions” or “Equipment and Supplies. In some cases, costs may be significantly higher or lower depending on lease negotiations with local landlords.

3. Furniture/Fixture. This range includes, but is not limited to, furniture, storage racks, lockers, kiosk, and displays. You must purchase these items from approved suppliers. This range assumes that these items being purchased are new and the costs include installation. If you are rebranding from one of our affiliated brands, this estimate is lower because the furniture and fixtures required will be less.

4. Computer Hardware and Software, Cameras, Music and Security Systems. The type of POS System you must purchase is described in Item 11. You are required to purchase and install the POS system approved by us. Also included in this range is the cost of the register and the network. The number of computer stations and certain additional extra equipment will determine the amount of this Item. You must purchase the designated POS package from our approved vendor and all the necessary modules that come with the program. Additional information about the required POS System is included in Item 11.

5. Inflatable Park Components. The inflatable park estimate includes current manufacturing, shipping and import duties of all the inflatable parts and electric fans and will depend on the size and games that are included. You must order your inflatable park within 90-days of signing a lease for the FunBox Business location.

6. Additional Funds. This item estimates your initial startup expenses during the initial period of the operation of your Park, which we estimate is two months. These expenses include rent, payroll costs, benefits, utilities, additional inventory requirements, supplies, advertising, and marketing costs after the first month the Park is open, etc., but do not include Royalty Fees and Advertising Fees and do not include an owner’s salary or draw or any expenses which are listed in the above chart. These figures are estimates, and there may be additional expenses to start the business.

B. Franchise Agreement

YOUR ESTIMATED INITIAL INVESTMENT OUTDOOR PARK

<u>Type of Expenditure</u>	<u>Amount</u>	<u>Method of Payment¹</u>	<u>When Due</u>	<u>To Whom Payment is to be Made</u>
<u>Initial Franchise Fee</u>	<u>\$75,000</u>	<u>Lump Sum</u>	<u>Upon Execution of the Franchise Agreement</u>	<u>Us</u>
<u>Lease and Utilities Deposits and Payments</u>	<u>\$5,000 - \$50,000</u>	<u>As Incurred</u>	<u>As Incurred</u>	<u>Landlord, Utility Companies and Suppliers</u>
<u>Architect, Engineer & Permits</u>	<u>\$2,000 - \$5,000</u>	<u>Lump Sum</u>	<u>Before Opening</u>	<u>Vendors</u>
<u>Equipment & Furniture</u>	<u>\$80,000 - \$120,000</u>	<u>As Incurred</u>	<u>Before Opening</u>	<u>Approved Suppliers</u>
<u>Computer Hardware and Software, Cameras, Music and Security Systems</u>	<u>\$5,000 - \$10,000</u>	<u>As Incurred</u>	<u>Before Opening</u>	<u>Suppliers</u>

<u>Initial Inventory</u>	<u>\$5,000 - \$10,000</u>	<u>As Incurred</u>	<u>Before Opening</u>	<u>Approved Suppliers</u>
<u>Inflatable Park Components</u>	<u>\$445,000 - \$535,000</u>	<u>As Incurred</u>	<u>Before Opening</u>	<u>Our Affiliate</u>
<u>Employee Wages (1 month)</u>	<u>\$2,500 - \$5,000</u>	<u>As Incurred</u>	<u>As Incurred</u>	<u>Employees</u>
<u>Professional Fees</u>	<u>\$2,500 - \$5,000</u>	<u>As Incurred</u>	<u>As Incurred</u>	<u>Vendors</u>
<u>Insurance</u>	<u>\$5,000 - \$10,000</u>	<u>As Incurred</u>	<u>Before Opening</u>	<u>Insurers</u>
<u>Miscellaneous Opening Costs</u>	<u>\$15,000 - \$20,000</u>	<u>As Incurred</u>	<u>As Incurred</u>	<u>Suppliers, Utilities, etc.</u>
<u>Additional Funds - One Month</u>	<u>\$5,000 - \$10,000</u>	<u>As Incurred</u>	<u>As Incurred</u>	<u>Employees, Suppliers, Utilities, etc.</u>
<u>TOTAL</u>	<u>\$647,000 - \$855,000</u>			

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your FunBox Franchise. We do not offer direct or indirect financing for these items. All expenditures paid to us or our affiliates are uniform and nonrefundable under any circumstances once paid. All expenses payable to third parties are nonrefundable, except as you may arrange for utility deposits and other payments.

Explanatory Notes for Outdoor Park:

1. Lease and Security Deposits. A typical outdoor park will be for a shorter term (6 to 12 weeks) and will include rent per month and possible a percentage rent over a break point. Rental rates or deposits on an unknown location cannot be predicted in advance. However, the deposit will most likely depend on the size and location of the FunBox Business. These costs will vary greatly depending on the area where the FunBox Business will be located. The low range in each table represents the least expensive deposit for a FunBox Business of the size described above, and the high range is the most expensive deposit for a FunBox Business of that size.
2. Computer Hardware and Software, Cameras, Music and Security Systems. The type of POS System you must purchase is described in Item 11. You are required to purchase and install the POS system approved by us. Also included in this range is the cost of the register and the network. The number of computer stations and certain additional extra equipment will determine the amount of this Item. You must purchase the designated POS package from our approved vendor, which may be updated or changed by us, and all the necessary modules that come with the program. Additional information about the required POS System is included in Item 11.
3. Inflatable Park Components. The inflatable park estimate includes current manufacturing, shipping and import duties of all the inflatable parts and electric fans and will depend on the size and games that are included. Typically, for an outdoor park, fencing, and bathrooms are rented and not purchased. You must order your inflatable park within 30-days of signing the franchise agreement.

~~Note 10. You might need to pay some staff prior to opening as well as some travel. Additional Funds. This item estimates your initial startup expenses for training.~~

~~Note 11. during the initial period of the operation of your Park, which we estimate is one month. These cost expenses include forming a legal entity, obtaining professional financial advice, rent, payroll costs, benefits, utilities, additional inventory requirements, supplies, advertising, and obtaining business licenses.~~

~~Note 12. This estimate is a minimum requirement and for an initial installment for marketing costs after the first 3 months of insurance. month the Park is open, etc.. Insurance varies from state to state. Landlords often require higher insurance limits. Costs are based on our experience but can vary based on your local market conditions. The minimum insurance policies you must purchase do not include Royalty Fees and Advertising Fees and maintain throughout the term of the franchise must be issued by an insurance carrier we approve. We may periodically increase the amounts of coverage required under such insurance policies and require different do not include an owner's salary or additional kinds of insurance at draw or any time, including excess liability insurance, to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances. Such different coverages or additional kinds of insurance will be as specified expenses which are listed in the Operations Manual. Each insurance policy must name us as an additional named insured on a primary basis and provide for 30 days' prior written notice to us of any material modification, cancellation, or expiration, unless prohibited by local insurance regulation.~~

4. ~~Note 13. We strongly recommend at least \$5,000 to \$10,000 in additional funds. You should plan on other sources of income to cover your living expenses. This is an estimate of amounts you will need for working capital and additional expenses for the first month of operation. You may need amounts in excess of the estimated amounts before your business breaks even. above chart. These figures do not include draw or salary for you. You should are estimates, and you may have additional sources for payment of personal living expenses. We have compiled these estimates based on our experience in the outdoor inflatable business, and the estimates of our predecessor in preparing its most recent disclosure document expenses to start the business.~~

~~Note 14. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. We do not finance any of these initial expenses. The availability and terms of financing will depend on various factors including the availability of financing generally, your credit worthiness, security available to you, lending institution policies concerning the type of business to be operated by you, and other comparable elements.~~

YOUR ESTIMATED INITIAL INVESTMENT

Indoor Park (Ranges from 12,000 22,000+ Square Feet)

<u>TYPE OF EXPENDITURE</u>	<u>AMOUNT</u>	<u>METHOD OF PAYMENT</u>	<u>WHEN DUE</u>	<u>TO WHOM PAYMENT IS TO BE MADE</u>
Initial Franchise Fee ¹	\$75,000	Lump Sum	Upon Execution of the Franchise Agreement	Us
Grand Opening Advertising	\$5,000 to \$10,000	As Incurred	As Incurred	Marketing Agencies, Social Media, Etc.
Lease and Security Deposits ²	\$50,000 - \$90,000	As Incurred	As Incurred	Landlord, Utility Companies and Suppliers
Licenses, Dues, Utility Deposits, Etc.	\$5,000 to \$10,000	Lump Sum	Before Opening	Government Agencies and Organizations
Leasehold Improvements/ Architect ^{3,4,5}	\$250,000 - \$800,000	Lump Sum	Before Opening	Landlord, Architect, Construction Company
Furniture/ Fixtures ⁵	\$80,000 - \$120,000	As Incurred	Before Opening	Approved Suppliers
Signage	\$10,000 - \$20,000	Lump Sum	Before Opening	Approved Suppliers
Computer Hardware and Software ^{6,7}	\$20,000 - \$25,000	As Incurred	Before Opening	Suppliers
Initial Inventory ⁸	\$5,000 to \$10,000	As Incurred	Before Opening	Approved Suppliers
Inflatable Park Components ⁹	\$125,000 - \$200,000	As Incurred	Before Opening	Our Affiliate or Approved Suppliers

Arcade Games and Vending¹⁰	\$5,000-\$70,000	As Incurred	As Incurred	Vendors
Professional Fees¹¹	\$5,000-\$10,000	As Incurred	As Incurred	Vendors
Insurance¹²	\$5,000 to \$15,000	As Incurred	Before Opening	Insurers
Miscellaneous Opening Costs including Travel	\$5,000 to \$10,000	As Incurred	As Incurred	Suppliers, Utilities, etc.
Additional Funds—Two Months¹³	\$20,000 to \$40,000	As Incurred	As Incurred	Employees, Suppliers, Utilities, etc.
TOTAL¹⁴	\$665,000-\$1,505,000			

- ~~Note 1. Except as provided in Item 5, any payments for franchise fee to us are not refundable. Amounts paid to any third parties may be refundable, depending upon the contracts between them and you.~~
- ~~Note 2. The ideal size of your Indoor Park should range between 12,000 and 22,000 square feet. Most landlords will require a security and/or rental deposit. Rental rates or deposits requirements will vary and are hard to predict in advance.~~
- ~~Note 3. You will probably be required to obtain permits for upgrading or remodeling the space which will require architects, engineers and consultants.~~
- ~~Note 4. You must pay all taxes required by local, state or federal laws related to the services furnished or used in connection with the operation of a franchise. You must obtain all permits, certificates, or licenses necessary for the full and proper conduct of the franchise.~~
- ~~Note 5. The costs of constructions, improvements, furniture or building varies widely by the size of the space, existing improvements, local construction costs and permit requirements. In some cases, you will need to add or completely remodel bathrooms or change the electrical or lighting which will create more costs. In some cases, you may receive a construction allowance from the landlord and if so, these costs may be reduced accordingly. These costs do not include the actual inflatable park or the video games and other electronic equipment.~~
- ~~Note 6. You are required to have adequate telephone, internet, security system and speaker/intercom complete system.~~
- ~~Note 7. You must also purchase from Roller, Xola, Square and/or Trip Works our specified POS system. We require your park to have a broadband internet connection or wireless network, and a desktop personal computer capable of web surfing. If you do not own Microsoft Office software or off the shelf financial software, such as QuickBooks, you will need to buy it.~~
- Note 8. You must purchase your initial supply of non slip socks and colored wrist bands and unbranded merchandise, branded merchandise inventory and printed materials from us.
- Note 9. The inflatable park estimate includes current manufacturing, shipping and import duties of all the inflatable parts and electric fans and will depend on the size and games that are included.
- Note 10. You can rent or lease the arcade video games or purchase them from our vendor in China.
- Note 11. These costs include forming a legal entity, obtaining professional financial advice, and obtaining business licenses.

~~Note 12. This estimate is for an initial installment for the first 3 months of insurance. Insurance varies from state to state. Costs are based on our experience but can vary based on your local market conditions. The insurance policies you must purchase and maintain throughout the term of the franchise must be issued by an insurance carrier we approve. We may periodically increase the amounts of coverage required under such insurance policies and require different or additional kinds of insurance at any time, including excess liability insurance, to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances. Such different coverages or additional kinds of insurance will be as specified in the Operations Manual. Each insurance policy must name us as an additional named insured on a primary basis and provide for 30 days' prior written notice to us of any material modification, cancellation, or expiration, unless prohibited by local insurance regulation.~~

~~Note 13. This is an estimate of amounts you will need for working capital and additional expenses for the first three months of operation. You may need amounts in excess of the estimated amounts before your business breaks even. These figures do not include draw or salary for you. You should have additional sources for payment of personal living expenses. We have compiled these estimates based on our experience in the outdoor inflatable business, and the estimates of our predecessor in preparing its most recent disclosure document.~~

~~Note 14. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. We do not finance any of these initial expenses. The availability and terms of financing will depend on various factors including the availability of financing generally, your credit worthiness, security available to you, lending institution policies concerning the type of business to be operated by you, and other comparable elements.~~

~~ITEM 7.~~ ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS & AND SERVICES

~~It is essential to the proper marketing of our amusement parks and to the preservation and promotion of our reputation and acceptance by the public that uniform standards of quality and appearance are maintained; that uniform quantities, volumes, and types of amusement, services, and products are offered; and that all equipment and goods displaying our commercial symbols are of uniform size, quality, texture, strength, finish, and appearance. Therefore, you will always dispense, serve, sell or offer for sale to the public only amusements, services and products that meet the specifications and standards we, from time to time, designate in writing. You are required to obtain all supplies, inventory, products, equipment, items, services, and activities from us or sources we approve and according to our specifications.~~

~~We will lend to you a copy of our Operations Manual at the mandatory training course. From time to time, we may amend the Operations Manual, including changes that may affect minimum requirements for your franchise operations. You will strictly follow all specifications and requirements set forth in the Operations Manual as we amend it from time to time; its requirements are incorporated as part of the Franchise Agreement. You will carry out immediately all changes at your cost unless we otherwise specify. We reasonably may designate your business format and sales and distribution guidelines, as specified from time to time in the Operations Manual. The Operations Manual is confidential and our exclusive property.~~

~~You must purchase your inflatable components or your park from us or our affiliate, Giant Inflatable Systems, LLC, in order to maintain our standards for reliability, delivery, performance, design and appearance. We will derive revenue from your purchase of inflatables from your purchase of inflatables from us or our affiliate. The cost of~~

inflatables varies by the size of your park however the outdoor and indoor park typical costs \$15 to \$20 per square foot. We estimate that the total expenses you will incur for inflatables for your outdoor park will constitute approximately 50% to 70% and for your indoor park will constitute approximately 20% to 30% of your estimated total initial investment. For the Outdoor Park, you must discontinue use of the Inflatable Park Components after 4 years from the delivery date or 24 months of total outdoor operations whichever happens first. For the Indoor Park, you must discontinue use of the Inflatable Park Components after 3 years from the delivery date. Once this time outlined above is completed, you must dispose of or destroy the Inflatable Park Components and provide written confirmation from a disposal or recycling company of their destruction. Upon request and the end of said period, Franchisor may approve your sale of the Inflatable Park Components, provided they are sold exclusively for use outside the United States.

Except as described below, you are not obligated to purchase or lease from us, our designees or suppliers approved by us, or under our specifications, any products, games, inflatable and play equipment, machinery, systems or other equipment, or real estate relating to operating your FunBox Business.

To ensure a uniform image and uniform quality of products and services throughout the franchise system, you must purchase all games, inflatable and play equipment, food products, supplies, ingredients, machinery, systems, furnishings, merchandise, employee uniforms, goods, fixtures, inventory, paper products, packaging, and other items used, sold, displayed or distributed in your FunBox Business (i) in compliance with our standards and specifications contained in the Manual or otherwise communicated to you by us in writing and (ii) from suppliers designated or approved in writing by us. We may designate, at any time and for any reason, a single or multiple suppliers for these items and require you to purchase exclusively from such designated supplier or suppliers, which exclusive designated supplier(s) may be us or an affiliate of ours.

You must purchase your initial and ongoing supply of FunBox branded merchandise and printed materials from us. We are the exclusive supplier of branded merchandise which has the FunBox logos on it. These items include FunBox branded socks called FunSocks, FunBox birthday party supplies (plates, cups, utensils), FunBox branded t-shirts and caps (both for children and staff), and wristbands, FunBox branded brochures, invitations, FunBox gift cards and passes, and all other FunBox branded printed materials. The printed materials are for in-park use and include brochures, invitations, business cards, admission passes, and other items, all of which bear the FunBox names and logos. We may add additional branded merchandise items to this list, which you must purchase only from us. We estimate that your purchases of branded merchandise and printing will be between 1% and 3% of all required purchases and leases in establishing and to continue operating your franchised business. We will derive revenue from your purchase of branded merchandise.

You must license from us our proprietary software ticketing vendor which are operated by Xola, Roller and/or TripWorks (FunBox CRM), which is software to track your reservations and availability of your facilities. The license fee for the CRM software is estimated to be less than 3% of all purchases of goods and services you will buy in establishing the franchised business and approximately 1% of all purchases of goods and services you will buy in operating the franchised business.

You must purchase from our approved supplier our specified POS system, music/DJ system, connected tablets and phones. For the Indoor Park, you must purchase a recorded security camera system that has cameras that covers the entire park. The currently required POS system is from TripWorks, Xola and/or Square. The equipment costs vary but ranges from \$5,000 to \$10,000. We are not affiliated with TripWorks, Roller, Xola or Square and receive no revenue for your direct purchase from them; however, we reserve the right to do so in the future. All equipment is estimated to be less than 3% of all purchases of goods and services you will buy in establishing the franchised business and less than 1% of all purchases of goods and services you will buy in operating the franchised business.

You must also use TripWorks, Xola or Square as your supplier for your credit card processing services. We are not affiliated with TripWorks, Xola, Roller or Square and receive no revenue for your direct purchase from them; however, we reserve the right to do so in the future.

We currently have no other required specifications, designated suppliers, or approved suppliers for goods, services or real estate relating to your franchise business, other than the inflatables, our branded merchandise, the CRM software, and the POS system. However, we may impose standards for other items you use at your park; these standards will be in the Operations Manual.

None of our officers owns any interest in any supplier, other than in us and our Our affiliate, Giant Inflatable Systems, LLC, which are is the sole supplier of our inflatables, FunBox branded merchandise, printed material, and the CRM software for inflatable amusement park and related equipment. Our Manual and other communications will identify our standards and specifications and the names of approved or designated suppliers. Our parent, FunBox Holdings, LLC, is the owner of Giant Inflatable Systems, LLC. With advance written notice, you may request our approval to obtain products, equipment, supplies or materials from sources that we have not previously approved. We may require you to give us sufficient information, photographs, drawings, samples, and other data to allow us to determine whether the items from these other sources meet our specifications and standards, as established from time to time. These specifications and standards will relate to quality, durability, value, cleanliness, texture, composition, strength, finish and appearance, and the suppliers' capacity and facility to supply your needs in the quantities, at the times, and with the reliability necessary for efficient operation. The standards and specifications for inflatables and photo ops booths are furnished to you upon request at the time you propose another supplier for review. Specifications and standards are formulated based upon tolerances for well performing inflatables booths currently in use. We periodically inspect existing inflatables and booths to determine what factors cause them to perform well or perform poorly. The formulation is an ongoing process. We will not approve use, low costs, cheaply made inflatables or booths. Only inflatables and booths that have been tested extensively and from a reputable and capable vendor will be considered.

We may require that samples from any supplier be delivered to a designated independent testing laboratory for testing before approval and use. You will reimburse us for the actual cost of the tests. We will approve any supplier that can meet or exceed our quality control requirements and standards, for a license fee, to produce and deliver our products to you but to no other person. Our confidential standards, requirements, designs, systems, and formulas will be revealed to potential suppliers only after we have received reasonable evidence that the proposed supplier is trustworthy and reputable; has the capacity to consistently follow our standards, requirements, and testing procedures; will maintain the confidentiality of the designs, systems and formulas; and will adequately supply your needs. We will not unreasonably withhold approval of a supplier you propose. We will notify you in writing of the approval or disapproval of any supplier you propose within 30 days of your request.

From time to time, we or our agents may inspect any approved manufacturer's, supplier's or distributor's facilities and products to assure proper production, processing, packaging, storing, and transportation. Permission for inspection will be a condition of our continued approval of any manufacturer, supplier, or distributor. Should we find from any inspection that a manufacturer, supplier, or distributor fails to meet our specifications and standards, we will give written notice describing this failure to you and to the manufacturer, supplier or distributor, with a notice that unless the failure or deficiency is corrected within 30 days, the manufacturer, supplier or distributor will no longer be approved. Additionally, we may revoke a prior approval of a previously approved vendor if we determine that revoking is in the best interests of the franchise system. We will notify you within 60 days when previously approved vendors are no longer approved.

We will derive income from the supplies, inventory, goods, products and services, and name branded materials that we sell to you. This income results from the difference in the amount we pay for them and the amount we charge you for them. We estimate that approximately 5% to 10% percent of our total revenues will be from these purchases from us, or entities affiliated with us, by our franchisees. In fiscal year ending ~~March~~ December 31, 2023, this

represented \$0 or 0% of our total revenues of ~~\$79,682,500,954~~. In fiscal year ending ~~March~~December 31, 2023, our affiliate, Giant Inflatable Systems, LLC, received ~~\$2,540,000~~1,657,031 in revenue from franchisee required purchases. We may receive rebates, price adjustments, or discounts on products or services sold to you by recommended or approved suppliers. Currently this amounts to a 0% discount on products we purchase from our suppliers.

We must approve the site for your FunBox Business and the site must meet our then-current site criteria. If you lease the site for your FunBox Business, you must collaterally assign your lease to us by signing the form of Collateral Assignment of Lease attached as an exhibit to the franchise agreement and have your landlord sign the Collateral Assignment of Lease consenting to the assignment. Under the Collateral Assignment of Lease, we will be granted the right, but not the obligation, to take possession of your FunBox Business' premises if your franchise agreement is terminated.

We and our affiliates have the right to receive payments from authorized suppliers based upon their dealings with you and other franchisees and we may use the monies we receive without restriction for any purpose we deem appropriate or necessary. Suppliers may pay us based upon the quantities of products the franchise system purchases from them. These fees will usually be based upon the amount purchased, or, in the case of food products, an amount per case or an amount per pound. We may receive fees from a supplier as a condition of our approval of that supplier. We do not provide material benefits to franchisees (for example, renewal of existing or granting additional franchises) based on their use of designated or approved suppliers. Except as disclosed in this Item 8, we do not currently receive payments from authorized suppliers related to their dealings with our franchisees and the franchise system. During our fiscal year ended December 31, 2023, we did not have any revenue from suppliers based on their dealings with our franchisees and the franchise system.

We may negotiate supply arrangements with suppliers for the benefit of franchisees.

InsuranceYou are required to purchase a computer and point of sale system that will integrate and run the FunBox CRM software and related online linkages, pursuant to the system requirements and configurations outlined in the Operations Manual. You must purchase and use the hardware and software we designate to connect to the FunBox franchise database. You must maintain active and up to date antivirus software.

~~We will control all advertising copy for any paid advertising including but not limited to online or offline advertising and you shall agree to only use approved advertising copy regardless of format.~~

~~Our franchise auditors may inspect your franchise business operations up to two times per a week and your daily sales results may be audited daily by us. You are required to sell all supplies, inventory, products, equipment, items, services, and activities and admissions packages as outlined in the Operations Manual and subject to our approved pricing structures.~~

~~We attempt to negotiate volume purchase arrangements with suppliers or purchasing cooperatives for the benefit of our franchises, including volume pricing on supplies, inventory, products, equipment, and related items. Currently we have no purchasing or distribution cooperatives.~~

~~We provide material benefits to you and our other franchise owners based on the required use of approved suppliers, including such benefits as renewals or grants for additional franchises.~~

. You must obtain insurance for your park business including coverage for:

- ~~Comprehensive (a) comprehensive~~ General Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate
- ~~;~~ (b) \$1,000,000 umbrella

• ; (c) Workers Compensation including Employers Liability of no less than \$1,000,000 per occurrence, aggregate and umbrella; (d) Employment Practices Liability of no less than \$500,000; (e) Internet Liability of not less than \$1,000,000; and (f) Insurance in an amount to replace the inflatables, furniture, fixtures, and equipment in your park. The cost of your insurance will vary depending on the insurance carriers' charges, the terms of payment, and your insurance history.

• ~~Employment Practices Liability of no less than \$500,000~~

• ~~Internet Liability of not less than \$1,000,000~~

• ~~Insurance in an amount to replace the inflatables, furniture, fixtures, and equipment in your park.~~

~~We may periodically increase the amounts of coverage required under such insurance policies and require different or additional kinds of insurance at any time.~~

All insurance policies, except your workers compensation and commercial property liability policies, must contain, or be endorsed to contain, a provision naming us and Giant Inflatable Systems, LLC as additional insureds. Specifically, with respect to liability arising from your premises, operations, products, and completed operations, the general liability policy should include an additional insured – grantor of franchise endorsement.

Maintenance, Service and Support Contracts. We may require you to maintain maintenance contracts or service contracts on all equipment and machinery designated by us (the cost may vary based on the items and the contract you select) and we will have the right to designate the vendor(s) for those contracts. We may also require you to maintain a contract(s), or participate in any of our contracts, with third-party(ies) offering customer service, shopper experience, food safety or other service programs designed to audit, survey, evaluate or inspect business operations. We have the right to specify the third party(ies) and the required level of participation in such programs. You will be responsible for the cost of maintaining these contracts and/or participating in these programs. Currently we require that you use Roller, Xola and/or Square.

Procedure for Supplier Approval. If (i) you wish to purchase any item from a supplier (manufacturer or distributor) we have not previously approved or an item that does not comply with our standards and specifications and (ii) the item has not been designed by us to be exclusively supplied by a designated supplier(s), you must first submit to us a written request for approval. We will establish a procedure for submitting these requests. We will require the proposed supplier to provide us with certain financial and operational information and other information regarding the supplier and the items to be approved. In addition, the proposed supplier must permit our representatives to inspect its facilities (e.g. business offices and/or manufacturing facilities, as applicable). Before we approve a supplier, we will evaluate the economic terms of a possible relationship and ensure that the proposed supplier meets our requirements. We reserve the right, at our option, and at the proposed supplier's expense, to inspect or reinspect the facilities, equipment, and raw materials of any supplier, at any time.

The proposed supplier or you must pay, in advance, a fee not to exceed the reasonable cost of any evaluation, testing, and inspections we undertake. Within a reasonable time frame after we receive the completed request and after we complete any evaluation and inspection or testing, we will notify you in writing of our approval or disapproval of the proposed supplier or item. Generally, we will respond to your requests for supplier approval within a reasonable time period not to exceed 90 days. We are not required to approve any supplier or item not meeting our standards and specifications. We may deny approval for any reason, including our determination to limit the number of approved suppliers. You must not use, offer for sale or sell any of the proposed supplier's products or any other product that does not meet our standards or specifications until you receive our written approval of the proposed supplier or item.

We may revoke our approval of particular products or services, or of the supplier that supplies them, if we determine, in our sole discretion, that they no longer meet our standards or specifications. If you receive a written notice of revocation from us, you must stop selling disapproved products and/or stop purchasing from the disapproved supplier.

Refurbishments. As part of your obligations under the franchise agreement and Manual, you are required to maintain and repair the FunBox Business. In addition, at our request, but not more often than once every 5 years for an indoor location or the earlier of (a) 4 years after commencing operations or (b) 24 total months of outdoor operations for an outdoor location, unless sooner required by your lease, you must refurbish the premises of the FunBox Business at your expense. This refurbishment must bring the premises in line with the FunBox Business trade dress, color schemes and presentation of the Marks, consistent with the then-current image for new FunBox Businesses (“Refurbishments”). Refurbishments may include structural changes, installation of new equipment and signs, remodeling, redecoration and modifications to existing improvements. We are unable to estimate your costs for future Refurbishments which will vary from FunBox Business to FunBox Business based on a number of factors like: (i) the market where your franchise is located; (ii) the size of your FunBox Business; (iii) when your FunBox Business was last refurbished, if applicable; (iv) the amount of franchise system changes since the last refurbishment; and (v) the overall condition of your FunBox Business site and equipment.

Refurbishment of the FunBox Business does not include the inflatable amusement park. The inflatable amusement parks have a maximum life of 4 years or 24 months of actual use for Outdoor Parks or 24 months of actual use for Indoor Parks (the “Usable Life”). At the end of the Usable Life of an inflatable amusement park you must have the park destroyed or disposed of fully with all branding fully removed and all parts being unusable, or you agree to list the park for sale through us for a potential customer outside the United States of America. We may grant a 12-month extension to the Usable Life upon your written request, our inspection of the park and proof that you have made any repairs we deem necessary to the park.

We estimate that purchases and leases made by you from designated or approved suppliers, or according to our standards and specifications, represents 20% to 70% or more of your total cost of establishing, and approximately 5% to 10% of the total cost of operating, your FunBox Business. As of the date of this document, there are no purchasing or distribution cooperatives within the franchise system. In the future, we may require you to (i) become a member of any purchasing and/or distribution cooperative(s)/association(s)/program(s) designated by us and/or established by us for the franchise system, (ii) remain a member in good standing of the purchasing and/or distribution cooperative(s)/association(s)/program(s), and (iii) pay all membership dues or fees on purchases that are assessed by the purchasing and/or distribution cooperative(s)/association(s)/association(s).

ITEM 8 - ITEM 9. FRANCHISEE’S OBLIGATIONS

~~Tables list your~~

This table lists Your principal obligations under the franchise Franchise Agreement and other agreements. TheyIt will help youYou find more detailed information about youYour obligations in these agreements and in other items of this disclosure documentDisclosure Document.

FRANCHISEE’S OBLIGATIONSSECTION IN AGREEMENTDISCLOSURE DOCUMENT
ITEM

<u>Obligation</u>	<u>Section in agreement</u>	<u>Disclosure Document Item</u>
a. a. Site selection and acquisition or lease	Sections 1.1, 1.2, 1.3, 1.4, 1.5 & 4.2§9.1	Items 6 & 12and 11
b. b. Pre-opening purchases and leases	Sections 4.1, 5.1 & 8.2§11.20	Items 7 & Item 8
c. c. Site development and other pre-opening requirements	Sections 1.3, 1.4, 2.9, 3.1, 4.1, 4.2 & 5.1§§9.1, 10.1, 11	Items 6, 7, 8 & 1211

d. <u>d.</u> Initial and ongoing training	Sections 3 §§10.1 & 3, 10.2, 10.3	Items 6 & <u>Item</u> 11
e. <u>e.</u> Opening	Sections 4 & 5.1 §9.2	Item 11
f. <u>f.</u> Fees	Sections 2, 3.2 & §§5, 6, 7, 8.1, 8.2, 8.3	Items 5, 6 & 17, 7 and 11
g. <u>g.</u> Compliance with standards & policies/ Operations Manual <u>operating manual</u>	Sections 5 & 6.3 §§10.6, 11	Items <u>Item 11 &</u> 17
h. <u>h.</u> Trademarks and proprietary information	Recitals & Sections 1.1, 5.1, 5.3, 5.4, 5.5, 5.6, 6.5, 9.2 & 9.10; Abandonment of Name form §§4, 11.1, 11.15, 11.16	Items 13, and 14 & 17
i. <u>i.</u> Restrictions on products and /services offered	Sections 1.2, 1.6, 5.1, 5.2, 5.5, 5.6, 5.7, 5.10, 6.3, 6.5 §11.3	Items 8, 12, 13, and 16 & 17
j. <u>j.</u> Warranty and customer service requirements	Sections 5.1, 5.2 & 5.5 §11.3	Item 11 <u>16</u>
k. <u>k.</u> Territorial development and sales quotas	Sections 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.9, 5.1, & 5.5 §2.2	Items 7 & <u>Item</u> 12
l. <u>l.</u> Ongoing product & /service purchases	Sections 2.9, 5.1, 5.2, 5.5, 5.8, 5.10 & 8.2 §11.20	Items 7 & <u>Item</u> 8
m. <u>m.</u> Maintenance, appearance and remodeling requirements	Sections 1.4, 5.1, 5.2, 5.5 & 6.5 §9	Items 7, Item 11 & 17
n. <u>n.</u> Insurance	Section 8.2 §13.1	Item 7 <u>Items 6</u> and 8
o. <u>o.</u> Advertising	Sections 1.6, 2.3, 2.4, 2.6, 5.1, 5.2, 5.3, 5.4, 5.5 & 6.5 §§8, 11.8.1	Items 9 & 6 and 11
p. <u>p.</u> Indemnification	Sections 6.7 & 8.1 §§13.2, 13.3	Item 6
q. <u>q.</u> Owner's <u>Owner's</u> participation /-management/ staffing	Sections 1.7, 2.9, 3, 4.1, 5, 6.5, 6.8, 7, 9.3, 9.6, 9.9, 9.12 & 9.16 §11.13	Items 11, and 15 & 17
r. <u>r.</u> Records and reports	Sections 2.7, 5.1, 5.2 & 5.5 §14.2	Items <u>Item 6, 11</u> & 17
s. <u>s.</u> Inspections and audits	Sections 2.8, 5.1, 5.2 & 5.5 §§11.9.3, 14	Items 6, and 11 & 17
t. <u>t.</u> Transfer	Section 7 §15	Item 17
u. <u>u.</u> Renewal	Section 6.1 §3.2	Item 17
v. <u>v.</u> Post-termination obligations	Sections 5.6, 5.7, 6.5, 6.6, 6.8, 9.9, 9.12 §§18, 19.2	Item 17
w. <u>w.</u> Non-competition covenants	Sections 5.6, 5.7, 6.5, 6.8, 9.9 & 9.12 §19	Item 17
x. <u>x.</u> Dispute resolution	Sections 9.7 & 9.8 §§20.3, 20.4	Item 17

~~ITEM 9.~~ITEM 10. FINANCING

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

~~ITEM 10.~~ITEM 11. FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

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

~~—Franchisor's Pre-Openingopening Obligations~~

BEFORE YOU OPEN YOUR FRANCHISE, WE WILL:

4) ~~Designate your Franchise under the Territory. (Franchise Agreement, Section 1.1)~~
Before you open your FunBox Business, we will:

2) ~~If you Provide the initial training program that is described in more detail below in this Item 11. (Franchise Agreement, Section 3.1)~~

1. ~~Approve or disapprove a site for your franchise park location. We generally do not own franchise premises and then lease them to our franchisees. We will not select your market area or site. We will analyze your market area, to help determine site feasibility and to help in selection of the franchise location. In analyzing a proposed park site, we examine its general location, traffic patterns, parking, size, physical characteristics, proximity to competing businesses, lease terms, sign visibility, neighborhood economic profile, population density and accessibility. The exact determination of the location for the franchise premises will depend upon our approval and your and our market analysis, market penetration plans, and franchise placement strategies and prior franchise commitments. You must obtain our prior written approval for the site of the franchise premises and your lease related to it. Our response to your request for approval of a site will be given within 30 days after we receive your written request. (Franchise Agreement, Section 4.3) Pursuant to Section 4.1 of the franchise agreement, if you and we cannot agree upon a site, we will have the option of terminating your franchise agreement or of granting you additional time to find an acceptable location.~~ plan to operate an Indoor Park, we will review your site information and confirm the acceptability of your site subject to our minimum standards and specifications. We will make a reasonable effort to approve your site within 30 days of our receipt of your complete request, which includes all required information. Factors considered in selection and confirmation of a site include population, traffic count, foot traffic, accessibility, visibility, demographics and competition in the area. You are exclusively responsible for selecting a location for your FunBox Business. (Franchise Agreement, Section 9.2)

2. ~~If you plan to operate an Indoor Park, review your lease agreement for the site to confirm whether our minimum terms for inclusion in the lease are satisfied. We do not assist with negotiating the purchase or lease of your site or assist with conforming the premises to local ordinances and building codes or obtaining any required permits. In addition, we may require you to furnish us with a copy of the signed lease within five (5) days after its execution. (Franchise Agreement, Section 9.1)~~

3) ~~Provide you with suggested staffing guidelines for hiring employees, operational instructions which you can use~~

~~We will reasonably assist you but it is your sole responsibility and expense to investigate and conform to all applicable zoning, licensing, leasing and other requirements for any proposed site. Your location must conform to any specific state or local regulations and requirements related to radiation protection. You must ensure that the site you select complies with all local requirements.~~

As mentioned in Item 6, above for additional assistance, you will pay \$1,000 per day plus out of pocket expenses for travel, meals, and lodging we incur to help you locate sites and to negotiate a lease for you. You will bear all other site selection and negotiation expenses.

Promptly after obtaining possession of the site for your park, you must: (i) prepare and submit for our approval a park layout plan; we will then provide basic drawings and specifications, including dimensions, interior layout, inflatables, equipment, fixtures, furniture, signs, and decorating for your FunBox Park. You will then work with your architect who will help you prepare a proposed park layout plan to meet applicable ordinances, building codes or permit requirements (we must approve any such modifications to the park layout plan); (ii) obtain all required zoning changes, all required building, utility, and sign permits and any other required permits and licenses; (iii) purchase or lease inflatables, equipment, fixtures, furniture and signs as hereinafter provided; (iv) complete the construction and/or remodeling, equip, furnish and decorate the park in full and strict compliance with the park layout plan approved by us and with all applicable ordinances, building codes and permit requirements; (v) obtain all customary contractors' sworn statements and partial and final waivers of lien for construction, remodeling, decorating and installation services; and (vi) upon completion of construction, furnish us final costs for the construction, inflatables, equipment, build out, furniture, deposits, and total development of the park. Once the park is established and approved by us, no changes in the exterior design of the park or the inflatables, equipment or fixtures used in it may be made without our prior written consent.

We may at our option furnish you one or more site plans for your park. A site plan contains specifications for FunBox Parks, including floor plan, inflatable layout, all build specifications, and additions needed for the particular facility.

Before you enter a lease or purchase agreement for the FunBox Business, you will submit the lease or purchase documents to us for review. Lease documents must include an assignment of the lease in a form we approve, under which we may assume the lease as provided in Section 4 of the Franchise Agreement. (Franchise Agreement, Sections 1.1, 1.3, and 4.1).

- 4) If you are purchasing the rights to an Indoor Park, we will approve or disapprove your franchise premises site plan. We will furnish to you a typical layout and equipment packages for the franchise premises. You must prepare and submit for our approval a layout plan of your park site; we will then provide you basic drawings and specifications for the development of your FunBox Park. Our response to your request for approval of a site will be given within 30 days after we receive your written request. Pursuant to Section 4.1 of the franchise agreement, if you and we cannot agree upon a site, we will have the option of terminating your franchise agreement or of granting you additional time to find an acceptable location. You must take these drawings and specifications to a licensed architect who will modify them, if required, to meet applicable ordinances, buildings codes or permit requirements. All costs for site specific plans will be your responsibility. Site plans, and any modifications to them, must be approved in writing by us before construction. We will reasonably assist you but it is your sole responsibility and expense for all construction, and for the hiring and training of your employees. All approvals will be solely within our discretion to maintain a uniform image and décor, consistent with our franchise system concepts. (Franchise Agreement, Sections 1.4 and 5.1). We have no obligation to conform the premises to local ordinances and building codes; obtain any required permits; construct, remodel, or decorate the premises; or hire and train your employees. We do not deliver or install any equipment, signs, fixtures, opening inventory, or supplies.

3. Provide you the Operations Manual and various selling aids. The Operations Manual contains our specifications, standards, operating procedures, accounting and bookkeeping methods, marketing ideas, customer service requirements, inventory requirements and control techniques, plans, fixture and décor requirements, opening

~~public relations, and other rules that we may prescribe and identify as part of the Operations training new employees. All hiring decisions and conditions of employment are your sole responsibility. (Franchise Agreement, Section 11.13)~~

~~4. Provide you access to the confidential Manual. The Manual currently consists of 188 pages and may be amended from time to time. The Manual is confidential and remains our property because it is our intellectual property. We may modify the Manual from time to time, but these modifications will not alter your status and rights and obligations under the Franchise Agreement. The table of contents for our Operations the Manual are attached as of the date of Exhibit E to this Disclosure Document is found in Exhibit C. (Franchise Agreement, Section 10.6)~~

~~5. If you plan to operate an Indoor Park, we will provide a set of prototype plans for construction, or guidelines for buildout. These plans and guidelines are intended to serve as a reference and should not be solely relied upon by you in the construction and/or buildout. Your final construction or buildout plans must be confirmed as acceptable by us in advance. You must use an approved architect and an approved civil engineer to customize your construction/buildout plans. (Franchise Agreement, Section 9.2)~~

~~6. Provide you with written specifications for the operation and management of the business, primarily through the Manual, including lists of approved/required items of equipment and inventory and designated or approved suppliers of such items. We do not provide, deliver or install such items. (Franchise Agreement, Section 10.6)~~

~~5)7. Within 1 month before you open for business, provide an initial training program, which must be successfully completed. More details about initial training appear later in this Item 11. You are solely responsible for your travel and lodging expenses for training. (Franchise Agreement, Section 5.1)-10.2)~~

~~6)8. We, or our affiliate, will providesell to you the inflatable components, supplies, inventory, name branded products, computer software, and other items you are required to purchase from us or from persons affiliated with us after payments of amounts due for such items. (Franchise Agreement, Section 5.1)-)~~

~~We will assist you to obtain equipment, opening inventory, and supplies according to our specifications from designated or approved suppliers. These specifications, designations, and approvals are contained in the Operations~~

~~7) Manual. We do not arrange for, deliver, or install any equipment, fixtures, or items. (Franchise Agreement, Section 5.1)-~~

Time to Open/Opening

~~The typical length of time between the signing of a Franchise Agreement and the opening of the franchise agreement or first payment of consideration for the Franchise and the opening of the Franchise for Outdoor Park business FunBox Business is about between 120 to 270 days and for Indoor Park is 120 to and 365 days. Factors that may affect this, depending on the type of park you are opening. This time are finding and negotiating for the franchise premises, arranging for the training session, remodeling, and equipping the franchise premises, estimate may vary depending on the timing of the confirmation of your site, the extent of lease negotiations, any delays in obtaining initial inventory, financing and business permit requirements, and your personal operational needs. Any failure caused by a war or civil disturbance, a natural disaster, a labor dispute, shortages, or governmental approvals and other events beyond factors affecting the completion of construction, completing training, and obtaining insurance among other things.~~

~~You will not open your reasonable control FunBox Business before (1) successful completion of the initial training program and all other required training, (2) purchasing all required insurance and providing us, at our option, proof of coverage, (3) obtaining all required licenses, certifications, permits and other governmental approvals, and (4) performing Grand Opening Advertising. Failure to open within 12 months (for an Indoor Park) and 15 months (for an Outdoor Park) from the signing of the Franchise Agreement may be considered a breach of the Franchise Agreement and could potentially lead to termination of the Franchise Agreement, subject to the terms and conditions stipulated therein.~~

Franchisor's obligations during Your Operation of the Franchise

~~During the operation of your FunBox Business, we may, but will not be obligated to:~~

1. Provide you with information on new developments, techniques and improvements related to the system and to operations. (Franchise Agreement, Section 10)
2. We will provide you with suggested staffing guidelines for hiring employees, as well as operational instructions which you can use as part of training new employees. Please note that all hiring decisions and conditions of employment fall under your sole responsibility. (Franchise Agreement, Section 11.13)
3. Offer certain additional training programs that we may require you to attend. (Franchise Agreement, Section 10.3)
4. Advise you of operating problems from your reports or our inspections. (Franchise Agreement, Section 11.9 and 11.17)
5. Offer you guidance on prices for the products and services that, in our judgment, constitute good business practice.~~excused~~

Site Selection

You must obtain and maintain a site acceptable to us for your FunBox Business. If a site for your FunBox Business has not been selected by the date you sign the Franchise Agreement, you must submit to us a complete report for a time that site you propose. We will use reasonable efforts to accept or not accept a proposed site within 30 days after receiving your site report. Our determination to approve or disapprove a site may be based on various criteria, which we may change in our discretion, including business count, traffic count, accessibility, parking, visibility, competition and license availability. You must send us all information we require for the proposed site. We typically do not own the site where your FunBox Business is located and lease it to you.

If operating an Indoor Park, you must obtain our written approval of a proposed site for your FunBox Business before signing any lease, sublease, or other document for the site. We also must approve the lease for your site. Our approval of a lease is reasonable under the circumstances conditioned upon the inclusion of certain lease terms required by us pursuant to a form of lease rider attached as Attachment C to the Franchise Agreement. These lease terms shall include a collateral assignment of the lease. You must obtain our written approval of your FunBox Business's proposed site and sign a lease we approve for that premises within 12 months of the effective date of the Franchise Agreement and open for business within 12 months of signing a lease. You must deliver to us a signed copy of the lease within 10 days after its execution. If you have not received our approval of your FunBox Business's proposed site and lease within 12 months after signing the Franchise Agreement, we may terminate the Franchise Agreement upon notice to you.

For the

If operating an Outdoor ParksPark, you must secure a satisfactory location and lease agreement for the franchise in the territory you have selected, and we have approved within 6 months after the date of the Franchise Agreement, complete all mandatory training to our satisfaction, and open the franchise within 15 months after the date of the Franchise Agreement. You may also elect to pay the Initial Franchise Fee and the additional location franchise fee for a second territory with the execution of the Franchise Agreement and defer securing the satisfactory location and lease agreement for the second location for up to 6 additional months. Territories are approved on a first come, first served basis so you should select a second location at, or soon after, signing of the Franchise Agreement to avoid it being assigned to another franchisee. In addition, you must order the Inflatable Park Components within 30 days of signing the Franchise Agreement and pay at least 50% of the purchase price upon placement of the order and the remaining 50% prior to shipment of the Inflatable Park Components. If these obligations are not fulfilled, we may elect to terminate the Agreement and retain the Initial Franchise Fee. These time requirements may be extended for multiple franchise purchases. If you have not received our approval of your FunBox Business's proposed site and lease within 6 months after signing the Franchise Agreement, we may terminate the Franchise Agreement upon notice to you.

For the Indoor Parks, you must secure a satisfactory location and lease agreement for the franchise in the territory you have selected, and we have approved within 12 months after the date of the Franchise Agreement, complete all mandatory training to our satisfaction, and open the franchise within 12 months after signing the lease.

~~Territories are approved on a first come, first served basis so you should select a second location at, or soon after, signing of the Franchise Agreement to avoid it being assigned to another franchisee. In addition, you must order the Inflatable Park Components within 90 days of signing the lease and pay at least 50% of the purchase price upon placement of the order and the remaining 50% prior to shipment of the Inflatable Park Components.~~

~~If the training and commencement of operation obligation is not fulfilled, we may terminate the franchise agreement and retain the Initial Franchise Fee. (Franchise Agreement, Section 4.1).~~

Obligations After Opening

DURING THE OPERATION OF YOUR FRANCHISE BUSINESS, WE WILL:

- ~~1) Attend your grand opening and provide ongoing assistance, for your training, advertising, sales assistance, and use of the Operations Manual. (Franchise Agreement, Section 3.2). Among other things, this may include, payroll calculations, sales audits, marketing plan development, management training, franchise financial analysis and franchise future projections of income.~~
- ~~2) Administer our franchise advertising programs and formulate and conduct national and regional promotion programs. (Franchise Agreement, Section 2.5).~~
- ~~3) Continue to upgrade and modify the Operations Manual to reflect changes in specifications, standards, and operating procedures. (Franchise Agreement, Section 5).~~
- ~~4) If you are purchasing the rights to an Indoor Park, inspect the site for the Indoor Park from time to time and conduct activities to ensure compliance with the terms of the Franchise Agreement and Operations Manual to assure consistent quality and service throughout our franchise system. (Franchise Agreement, Section 5.2).~~
- ~~5) Inspect the facilities of your manufacturers, suppliers, and distributors from time to time and notify you and the manufacturers, suppliers, and distributors in writing of any failure to meet our specifications and standards. (Franchise Agreement, Section 5.1).~~
- ~~6) We will review all local advertising and promotional materials which you propose to use and determine whether the advertising should be approved for use (Paragraph 2.4).~~
- ~~7) We will interview and evaluate any proposed purchaser of said Park to determine whether the transferee meets its then current qualifications for franchisees (Paragraph 7).~~
- ~~8) We provide you a page on our website for your business. There are no costs or support charges. This web page includes all your localized information web reservation system. We have independent access to this computer data. (Paragraph 2)~~
- ~~9) Offer you guidance on prices for the products and services that, in our judgment, constitute good business practice. (Franchise Agreement, Section 1.9).~~

~~We may delegate to a third party some or all of these ongoing services.~~

~~We have no obligation in hiring and training your employees or in resolving operating problems you encounter.~~

~~We may provide other supervision, assistance, or services although we are not bound by the Franchise Agreement or any related agreement to do so. These may include, among other things, advertising materials, literature,~~

~~additional assistance in training, secret shopper programs, promotional materials, bulletins on products, merchandise, fixtures, furnishings, equipment, services, and new sales and marketing developments and techniques.~~

Advertising

Advertising Funds

~~We currently do not charge an advertising for and do not have any local franchisee advertising cooperative that collects and administers advertising funds. If we ever do institute an advertising program, the funds will not be audited and annual financial statements of the funds will be available for your review once they have been prepared, usually within 60 days after the end of the relevant period, and we will make an accounting of the operation of any regional advertising funds annually and will make such accounting available to you upon written request.~~

~~If established, we may use the funds contributed to the national marketing fund, in our sole discretion, for market studies, technology development, advertising and public relations, product and service development, to produce materials, prepare miscellaneous artwork, conduct print, radio and/or television advertising, implement customer service programs or conduct consumer research on a national or regional level, employ an in-house or outside advertising agency and funding any other direct or indirect marketing activity, including funding or operating a charitable foundation or other charitable entities or activities, and administrative costs, which may include reimbursement for direct administrative and personnel costs associated with advertising and public relations, and any other costs associated with the development, marketing and public relations materials, and for the purchase of media placement, advertising time and public relations materials in national, regional or other advertising and public relations media in a manner determined by us, in our sole discretion, to be in the best interest of the franchisees and the System. While we do not anticipate that the national marketing fund will be used for advertising that is principally a solicitation for franchisees, we reserve the right to use the national marketing fund for public relations or recognition of our brand, for the creation and maintenance of a web site, a portion of which can be used to explain the franchise offering and solicit potential franchisees, and to include a notation in any advertisement indicating "Franchises Available." (Franchise Agreement, Sections 2.3 and 2.4). We are not required to spend any of the funds contributed to the national marketing fund in your market area or Franchise Territory.~~

~~Our company and affiliate owned locations may, but are not required to, contribute to the national marketing fund on the same basis as franchisees. An unaudited statement of the operations of the national marketing fund will be prepared each year and, upon written request, will be available to you. We also reserve the right, but are under no obligation, to obtain and pay for audited financials. Any contributions not used during the current year will be carried over into the next year's budget.~~

Promotional Materials and Other Advertising Information

~~We or our designee will direct all advertising programs used to promote the products and services offered by FunBox Parks. We will have sole discretion over all creative concepts, materials and media used in these programs. These may relate to joint or individual promotion of the FunBox concepts as we deem appropriate for our franchise system as a whole. Advertisements generally will be internet based and, in both print and broadcast media, initially with local and regional coverage. We may use an outside advertising agency to create advertising. We may make available to you, from time to time, approved advertising and promotional plans and materials at our cost. We will not be obligated to expend on advertising during any specific period and we will not be obligated to spend any amount on advertising in your territory. (Franchise Agreement, Sections 2.3 and 2.4).~~

National Marketing Fund

We do not offer or reserve the right to establish a national marketing fund.

Local Advertising, Marketing and Promotional Expenditure

You will be required to add the FunBox Park to Google, Google maps, Yelp and other websites which help drive traffic to your ticketing portal. You are encouraged, but not required, to conduct public relations and free media activities to drive business to your franchise. (Franchise Agreement, Section 2.4).

~~In addition to the online listings described above, are not permitted to conduct any local advertising unless we pre-approve such advertising in writing. If you operate an Indoor Park, you are required to engage in local advertising and you are required to spend 2% of your monthly/weekly Gross Sales or a minimum of \$1,000 on local marketing during the following month, whichever is greater. ("Local Advertising Requirement").week. We may review your local marketing programs and notify you if we approve same. Further, we may make available to you and provide you with access to various monthly and seasonal print, direct mail and email marketing campaigns (in the form of a source document) that you may utilize. In those instances where we provide you with access to our marketing campaigns we may provide you with the source designs and design specifications. However, you will incur the direct costs associated with utilizing such marketing campaigns and in having such campaigns printed, distributed and/or placed with media sources. (Franchise Agreement, Section 2.4).8.3)~~

~~We will supply to you an Advertising Manual which will contain samples of local advertisements we approve. You will use only the advertising materials contained in the Advertising Manual, and may not, without our prior written consent, place any advertisement, in any media, which materially varies from the form and content of the approved advertisements in the Advertising Manual. (Franchise Agreement, Section 2.4).~~

Advertising

Local Marketing Cooperatives

~~At any time, we may create or modify advertising regions for the purpose of establishing regional advertising, marketing and promotional programs. We will promptly notify you and our other franchisees, of the establishment, modification, geographical boundaries and governing rules for regional advertising regions. We may require all franchisees located within each geographic region to meet periodically for the purpose of creating and establishing regional advertising programs. Each franchised FunBox Park and each FunBox Park we or our affiliate's own and operate will be entitled to one vote at these meetings and will contribute as voted. For the purpose of this subsection, each FunBox Park we or our affiliates own will be deemed to be a franchise.~~

~~If at any meeting of the franchisees and company owned locations in an advertising region, 65% of the franchisees (including us or our affiliates) vote to contribute to a regional advertising program, all franchisees (including us and our affiliates) within that region will be obligated to make a contribution to a regional advertising fund in the amount established by the vote (the "Regional Advertising Fund"). No advertising region may require any franchisee in that region to make a contribution to a Regional Advertising Fund in excess of 2% of that franchisee's Gross Revenue. Your contributions to the Regional Advertising Fund will be credited toward Your Local Advertising Requirement.~~

~~Each Regional Advertising Fund will be administered by representatives elected by each region, at a meeting we call for this purpose. (Franchise Agreement, Section 2.4).~~

Advertising

We do not offer or reserve the right to establish a regional advertising and promotional cooperative.

Franchisee Advisory Council

~~We currently~~

~~Currently, we do not have, but retain a franchisee advisory council that advises us on advertising policies. However, we reserve the right to organize, an advertising council composed establish such a council in the future. (Franchise Agreement – Section 8.5)~~

Digital Marketing

~~You may not design, develop or host a website, or any web page, or use any domain name or email address containing the marks or regarding the franchised business other than as approved or required by us. We or our affiliates may establish and operate websites, social media accounts (such as Facebook, Twitter, Instagram, Pinterest, Tik Tok, etc.), applications, keyword or Google AdWords purchasing programs, accounts with websites featuring gift certificates or discounted coupons (such as Groupon, Living Social, etc.), mobile applications, or other means of franchisees. digital advertising on the Internet or any electronic communications network (collectively, “Digital Marketing”) that are intended to promote the Proprietary Marks, your FunBox Business, and the entire network of franchised businesses. We will have the sole right to control all aspects of any Digital Marketing, including those related to your FunBox Business. Unless we provide written consent, you are prohibited from conducting or participating, either directly or indirectly, in any Digital Marketing that utilizes the Marks or is related to the franchised business. If we do permit you to conduct any Digital Marketing, you must (i) comply with any standards or content requirements that we establish periodically and must immediately modify or delete any Digital Marketing that we determine, in our sole discretion, is not compliant with such standards or content requirements. We may withdraw our approval for any Digital Marketing at any time. Except as approved in advance in writing by us, you may not establish or maintain a separate website, splash page, profile or other presence on the Internet. If such approval is granted by us, you must: (i) establish and operate such Internet site in accordance with System standards and any other policies we designate in the Operating Manual or otherwise in writing from time to time; and (ii) utilize any templates that we provide to you to create and/or modify such site(s). (Franchise Agreement – Section 11.8.1)~~

Grand Opening Advertising

~~You must spend at least \$5,000 to conduct Grand Opening Advertising in your territory. You can expend any additional amounts that you wish on Grand Opening Advertising and we estimate that you will do so. (Franchise Agreement – Section 8.1).~~

Promotional Campaigns

~~We may conduct promotional campaigns on a national or regional basis to promote products or marketing themes. You must participate in all promotional campaigns which we may establish for the region in which your FunBox Business is located. (Franchise Agreement, Section 2.58.6).~~

Operations Manual Table of Contents

~~The Operations Manual is confidential and remains our property. It contains mandatory and suggested standards, specifications, fixtures, furnishings, equipment, health and safety requirements, standards and procedures. We may modify the Operations Manual, but the modifications will not alter your basic status and rights under the franchise agreement. The revisions may include advancements and developments in our standards, fixtures, furnishings, equipment, sales, marketing, operational techniques, and other items and procedures used for the operation of the franchise. (Franchise Agreement, Section 5.1). It consists of approximately 188 pages. The current Table of Contents is found in Exhibit C to this Disclosure Document.~~

Training

~~The cost of the following training is included in the Initial Franchise Fee.~~

After you sign the Franchise Agreement and at least one week before your franchise park opens for business, you and up to two other designated full time managers/employees must attend and complete the Initial Training Program to our satisfaction or we may at our sole option terminate the Franchise Agreement upon refunding the Initial Franchise Fee. You are encouraged to attend the training session as soon as possible after executing the Franchise Agreement and before incurring any costs or expenses related to the opening of your franchise park. We will not be liable for your costs or expenses if we terminate the Franchise Agreement because you or the managers/employees fail to complete the mandatory training to our satisfaction. If you are a corporation, a partnership or a limited liability company, one of those people must be one of your principal owners. If you or your principal owners will not be directly involved in the supervision of the franchise business, you must employ a designated manager who also has completed the Initial Training Program to our satisfaction. (Franchise Agreement, Section 3.1).

We do not schedule training on any regular recurring basis; we schedule training based on the number of franchisees which need training at any given time and our logistic needs, such as scheduling, travel, etc. We strive to make training available when convenient for the trainees. The Initial Training Program will be held online and by telephone from our offices or as otherwise mutually agreed. You are responsible to cover all transportation, lodging, food, living, and wage expenses you and your trainees incur related to the Initial Training Program. (Franchise Agreement, Section 3). The current training schedule includes:

Computer Requirements

We have the right to specify or require that certain brands, types, makes, and/or models of communications, computer systems, and hardware be used by you, including without limitation: (i) a “back office” computer system that complies with our standards and specifications; (ii) the point of sale system (“the “POS System”) from our designated supplier; (iii) security cameras; and (iv) Internet access mode and speed (collectively, the “Computer System”). You will purchase, use and maintain any and all computer software programs (“Software”) which we have developed or may develop and/or designate for use for the System, and will purchase such computer hardware as may be necessary for the efficient operation of the Software. Specifically, you must obtain any software program designated by us for use in the operation of your FunBox Business. You will strictly comply with our standards and specifications for all items associated with the Computer System and any Software. You agree, at your own expense, to keep your Computer System in good maintenance and repair and install such additions, changes, modifications, substitutions, and/or replacements to the Computer System or Software as we direct from time to time in writing. We estimate that the cost of obtaining the required Computer System will be between \$5,000 and \$10,000. Although we estimate that you will not incur a substantial cost in updating the Computer System on an annual basis, we estimate that the annual costs of any optional or required maintenance, updating, or support contracts will be less than \$1,250 to \$1,500, which includes the monthly fee for the POS System.

If and at such time we develop and custom design any software programs for conducting scheduling, accounting, inventory and point-of-sale functions and related activities (“Proprietary Software Program”), you, at your own expense, agree to obtain the computer hardware required to implement the Proprietary Software Program into your Restaurant, and to comply with all specifications and standards prescribed by us regarding the Proprietary Software Program, as provided in the Operating Manual or otherwise in writing. This Proprietary Software Program will be proprietary to us and Confidential Information of ours. It is possible that we might not be able to alter the Proprietary Software Program to accommodate each and every franchisee of the System, and therefore, at such time that we require the implementation of such software, you will only utilize the program as prescribed by us. At such time as we require the implementation of such Proprietary Software Program, we or our designee agree to provide ongoing service and support to you regarding the Proprietary Software Program and will lease such Proprietary Software Program to you at the then current rates published by us. We reserve the right to have independent access to any

data you collect electronically. You must install, at your expense, the necessary computer hardware and software to provide us with full and direct electronic access to all of your data, software systems, and related information.

We reserve the right to specify and designate by brand, model, size, type and any other relevant standards or specifications the digital and other signs and displays which must be used or displayed in your FunBox Business, including the right to require that you purchase any relevant signs or displays from us or from our affiliates.

You may be required to enter into licenses and agreements with us or with designated or approved third party vendors for technical support, warranty service, or collateral software licenses.

Training

You or your Designated Principal must attend and successfully complete to our satisfaction the training program. No tuition is charged for up to 3 trainees. You are also required to pay all travel and living expenses for your representatives while they attend the training program.

The initial training program will be conducted after you sign the Franchise Agreement. We offer the training program on an as-needed basis. We expect that the initial training classes will take approximately one week and will be held at our headquarters or another location that we designate and will be based on the Operating Manual. To reduce travel costs to the franchisee, we may also permit training to occur in other locations around the country. The initial training program consists of the following:

TRAINING PROGRAM

SUBJECT <u>Subject</u>	HOURS OF CLASSROOM TRAINING <u>Hours of Classroom Training</u>	HOURS OF ON-THE-JOB TRAINING <u>Hours of On-the-Job Training</u>	LOCATION <u>Location</u>
Marketing Training	2	0	Online and by telephone
Web Site Management Training	1	0	Online and by telephone
Inflatable Safety	0	2	Online and by telephone
Park Opening	0	2	Online and by telephone
Party Management	0	1	Online and by telephone
Point of Sale Training	0	2	Online and by telephone
Sales Training	1	0	Online and by telephone
Reservation Management	2	0	Online and by telephone
Back Office Requirements	1	0	Online and by telephone
In-Park Training	0	4	Online and by telephone
Employee Safety Training	0	2	Online and by telephone
Park Management	0	6	Online and by telephone
On-Site Assistance	<u>0</u>	<u>8</u>	<u>Your location</u>
Total	7	1927	

The initial training is currently conducted by Laurence Hallier and Antonio Nieves. Mr. Hallier is our CEO and has owned and operated a FunBox Park since 2018. He has 46 years in the inflatable park industry. Mr. Nieves has been the Co-Founder and Vice President for our affiliate since March 2018 and has 46 years in the inflatable park industry. We reserve the right to make changes in the instructors for the training program at any time. The minimum experience of the training program for instructors is 2 months.

The instructional material for the training program shall include on-line courses and material, PowerPoint presentations, pamphlets on specific subjects, handouts, classroom exercises and hands on instruction and demonstration are utilized in the training program. You may not make any disclosure, duplication or other unauthorized use of any portion of the training materials.

All The training materials are the Operations Manual, the FunBox CRM software, and our forms, sales training, marketing guides and advertising materials contained in the Operations required attendees must successfully complete the training program prior to the opening of your FunBox Business. Failure to successfully complete any phase of the training program may necessitate retraining on certain aspects of the program, which would be at your expense and could result in a delay of your opening. If you or your Designated Principal fail to complete the initial training program to our satisfaction, it will be considered a material breach of the Franchise Agreement and could provide us with grounds for termination of the Agreement.

Manual.

~~At the time the Franchise opens for business and upon not less than thirty days prior written notice to us, we will provide the full time services of a trainer at the FunBox Business for 1 workday to assist with employee training, computer software and form use, FunBox Park decor, merchandise display, sales assistance, and use of the Operations Manual. We will bear the trainer's expenses for this assistance. We reserve the right to require a 3-day intensive training to be conducted at our corporate headquarters and all travel expenses shall be paid by you.~~

~~At your option and upon not less than 30 days' prior written notice to us, you or your managers and employees may receive additional training online or as otherwise agreed. All expenses of this training will be borne by you, including but not limited to your travel, lodging, meals, compensation, and our reasonable costs and expenses including a reasonable training fee at our then current rates. You will not receive any compensation for services rendered by the trainee during this or any other training. (Franchise Agreement Section 3.2).~~

From time to time, we may provide refresher training programs or seminars and may require that you and your managers attend and complete them to our satisfaction. These programs and seminars will be held at locations we designate and will be provided without charge to you. You will be exclusively responsible for paying all travel, living and other expenses and compensation of attending these programs and seminars. Each year, you and the designated managers of your Franchise will be required to attend up to 12 hours of programs and seminars, depending upon program and seminar availability. (Franchise Agreement Section 3.2).

ITEM 12. TERRITORY

Territory~~COMPUTER SYSTEMS~~

You will be required to acquire, prior to the opening of your FunBox Park, and to exclusively use during the operation of the franchise, a computer system, the components of which are specifically identified below. They will be used to produce sales reports, inventory control, and post sales tax, refunds, credits and allowances. You should maintain the system in good working order at all times, and upgrade or update it during the term of the Franchise Agreement as we will require from time to time. It will be your responsibility to enter into contracts for the maintenance, support, upgrades and updates to your computer system with suppliers you chose but, we may suggest sources to you. (Franchise Agreement Section 5.8).

You purchase, lease, or otherwise acquire, from sources of your choice and at your expense, computer hardware and software (including but not limited to programs, software, computer terminals, scanners, security cameras, camcorders and cash registers). These must be totally compatible with and strictly conform to all requirements, standards, and specifications we set in the Operations Manual. You must have these systems in operation when you open your franchise for business. We have no obligation to maintain, repair, upgrade or update your computer hardware or software.

The cost of this computer software, hardware and other equipment is \$5,000 to \$10,000 depending on the number of POS systems you purchase, the type of Internet connection and network you select, the number and version of desktop personal computers you select, and the cost of the Office software or comparable you purchase.

You must use the latest version of Windows operating system software required by FunBox CRM. Your PC system must be built to the specifications of the required FunBox CRM Software. You must use the FunBox CRM software and a computer system that is compatible and up to date to connect to the FunBox databases. The POS System specifications include a cash drawer and receipt printer and is designed to handle service and product sales, credit card and scrip transactions, and business operations and management functions. The principal function of the POS system is to access the network server in our corporate office. This connects your franchise with our central network database, thus allowing any franchise customer to receive services at any of our FunBox Parks. Another purpose of the system is to ensure all sales are properly reported for auditing and control purposes. In addition, you must have adequate firewall and anti-virus protection and a static IP address.

You must purchase and use the hardware and software we designate. You must keep this system up to date:

Hardware:

- POS system, which is provided by TicketSocket, Xola or Square. The purpose of this POS system is to keep track of your receipts. We will fully program this device for you. We reserve the right to change POS platforms, which means you could be charged for this new equipment when you upgrade. We have independent access to this computerized data for royalty calculation and ongoing support. We reserve the right to have independent access to computerized data at all times

- Desktop personal computer capable of web surfing and processing the CRM software described below.

Software:

- Office software or off the shelf financial software, such as Quicken or QuickBooks
- You must license from us our Park Management System (FUNBOX CRM). The CRM is an essential component of the franchise business. The functions of the CRM include reservation management, in park event schedule management, customer data management, e-mail marketing systems, park reporting, and website maintenance. This system is designed to manage your schedule; to automate most of the customer reservation process from booking to managing add-on merchandise sales, to party contracts; to build park specific customer and birthday club databases which are used for continued marketing efforts; to perform e-mail marketing campaigns such as newsletters and birthday club reminders; to allow you to create discount coupons and track your marketing sources; to produce a variety of reports to help you stay organized and analyze your business; and to enable complete modification of all your web site text on your localized pages.

The cost of this software license is currently \$1,000 annually. This software is a central system and all data is located on our server. We have independent access and ownership rights to all data in the system. You have access to all your customer data via the licensed platform:

- Active and up to date antivirus software. This software costs approximately \$100 to \$250 per year.

Other:

- Broadband Internet connection
- Wireless network

Apart from the FUNBOX CRM software, all PC/IT maintenance is handled by third parties you select IT company. We estimate the cost of PC/IT maintenance ranges from \$55 per hour to \$150 per hour depending on the scope of the repairs or maintenance you need.

You will be granted the limited right to operate either an Indoor Park or Outdoor Park at a specific location or locations.

You will not receive an exclusive or protected territory, express or implied. The Franchise Agreement contains no exclusive grant, exclusive area, exclusive territorial rights, protected territory or right for you to exclude, disapprove, control or impose conditions on the location, development or operation of current or future FunBox Businesses. You will not receive an exclusive territory.

~~All of the hardware items may be purchased from and maintained by any supplier you select, but we may suggest sources to you.~~

~~We require independent access to your computer systems for reporting purposes. You are required to upgrade your computer systems to keep pace with technological advances, as expressed in updates to the Operations Manual. There are no contractual limits on the frequency or cost of these upgrades. The computer systems and software are used to generate receipts and reservations for the customer, and daily sales and reservation reports for you. The computer system collects and generates sales, reservations, and availability, rate, and operating information and data. There are no contractual limits on our access to the information and data stored in your computer systems.~~

~~Except as disclosed in this Item 11, we need not provide any additional assistance to you.~~

TERRITORY

~~The Outdoor and Indoor Park shall have their own individual geographic areas. For example, an Outdoor Park can be located within an Indoor Park geographic area without any issue. If you do not have an initial site for your Park when you sign the Franchise Agreement, you and we will agree on a general geographic area ("Non-Exclusive Search Area") within which you will search for an initial site. The general geographic area will include an area which allows one park to be opened and for the Outdoor Park can be during one or two different time periods during the year. The nonexclusive Search Area is not protected or exclusive in any manner. Until you sign a lease for your Park, we may grant another franchise to be located within your Non-Exclusive Search Area. You may not locate your franchise park within the designated territory of any other FunBox Park. You must secure a satisfactory location and lease agreement for the franchise in the territory you have selected, and we have approved within 6 months for the Outdoor Park and 12 months for the Indoor Park after the date of the Franchise Agreement.~~

~~If we grant another franchise to be located within your Non-Exclusive Search Area before you sign a lease for your franchise park, we may modify the Non-Exclusive Search Area or we will offer you another Non-Exclusive Search Area. If you and we cannot agree on another Non-Exclusive Search Area, we will offer to refund all your Initial Franchise Fee upon execution of an agreement terminating your Franchise Agreement.~~

~~Once you have found the initial location(s) for and signed the lease(s) for your initial franchise park that we approve, you will receive a distinct territory (the "Franchise Territory") defined by zip codes, political, geographical or similar boundaries or outlined in a map attached to the Franchise Agreement as an Exhibit. You will operate your park locations from within the Franchise Territory approved by us. You must receive our permission before relocating any of the locations within your Franchise Territory. You will be able to relocate the Premises if the lease for the site expires or terminates and it is not your fault, or if the site is destroyed, condemned, or otherwise rendered unusable, or if you and we otherwise agree. (Franchise Agreement, Sections 1.1, 1.2, 1.3 and 1.5) The Non-Exclusive Search Area or Franchise Territory will be identified before you sign the Franchise Agreement. It generally will have a population of approximately 100,000 children between the ages of 2 and 17, depending upon the demographics and competitive environment of the area and our then current Franchise placement standards. Population estimates will be based upon federal or state census counts and other~~

~~locally available and reliable information, such as chamber of commerce statistics. Among other factors we may consider in determining the location of your franchise area: the 1-3-5 mile demographics, annual household income, average education level of local demographics, traffic counts, cost per square foot, tenant improvement allowance per square foot, ingress and egress to the location, customer parking, distance to major freeways or highways and distance to other franchise and competing locations.~~

~~Your distinct territory (the “Franchise Territory”) for the Outdoor Park will be protected so that no other Outdoor Park may operate within the territory and the same for the Indoor Park however the Outdoor and Indoor parks may share the territory.~~

~~While the Franchise Agreement is in effect and you are not in default, we will not establish nor license anyone other than you to establish any FunBox facility or any substantially similar competitive businesses under a different trademark or trade name in your Franchise Territory.~~

~~We make no other representation concerning exclusivity in any geographic territory or for any customer segment. Certain franchise promotions and sales of amusement packages will require you to provide services to the clients and customers of other FunBox Parks. As expressed from time to time in the Operations Manual, you will honor all sales and promotions we have approved, and you will offer full service to all customers and clients whether or not the sale or promotion was made at your FunBox Business. We will require our other franchisees FunBox Parks to honor all your promotions and sales that have been approved by us.~~

~~The exact determination of the Non-Exclusive Search Area, the Franchise Territory, and the FunBox Business will depend upon your approval and our market analysis, market penetration plans and franchise placement strategies and prior franchise commitments. You must obtain our prior written approval for the site of the FunBox Business and your lease related to it. When the exact location for the franchise is decided, the Franchise Agreement will be updated to identify the FunBox Business.~~

~~We will help analyze your market area, help determine site feasibility, and assist in the selection of the franchise location, subject to your approval. While we agree to use our experience and expertise to assist in the selection of locations, we do not guarantee success for the location selected by you or accept any responsibility for any consequences of your choice of the franchise site.~~

~~We may establish company owned or franchised operations using our method of operation, trade names or service marks that will compete with you. We have not established and do not intend to establish other franchises or company owned outlets selling similar products or services under a different method of operation, trade name or service mark. We are not contractually restricted from doing so.~~

~~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. However, except as stated above, we will not place or authorize anyone else to place a Franchise within your Franchise Territory.~~

~~—RELOCATION~~

~~If you are purchasing the rights to an Indoor Park, you must receive our written permission before you relocate, or you secure a new location. Any relocation will be at your sole expense. You must satisfy our then current franchise placement and demographics criteria, as expressed in the Operations Manual.~~

~~—CONTINUATION OF YOUR FRANCHISE~~

~~Your territorial rights are not dependent upon achievement of a certain sales value, market penetration, or any other contingency. There are no other circumstances that permit us to modify or alter your territorial rights during the term of your franchise agreement.~~

~~—FIRST RIGHT OF PURCHASE AND RIGHT OF FIRST REFUSAL~~

~~Unless we otherwise specifically agree in writing, you have no~~
~~We do not offer options, rights of first refusal or similar rights to acquire additional franchises within the Franchise Territory or in contiguous territories.~~

~~—We will OUR USE OF THE SERVICE MARKS AND OUR PRODUCTS AND SERVICES~~

~~We retain all rights not specifically granted to you in the Franchise Agreement. This includes our right to use or license the use of our service marks and trademarks to others. Neither we nor our affiliates are restricted from participating in other distribution methods, whether or not within the Franchise Territory, including Internet, other forms of media now or in the future developed, wholesale and mail order channels under marks and product configurations different than those offered through your franchise. We reserve the right to market, solicit sales, and sell, lease, rent or otherwise dispose of franchise products and services to any person or customer we want. These include national accounts, commercial customers, franchisees, end users or any other customer we may select. We may exercise our right directly or indirectly by or through independent contractors that may include franchisees, dealers, and brokers.~~

~~We retain the sole right to market on the Internet, including all use of web sites, domain names, URL's, linking, meta tags, advertising, auction sites, and e-commerce. We do not pay you any compensation for soliciting or accepting orders within your Franchise Territory. You will provide us content for our Internet marketing, and follow our Intranet and Internet usage requirements. We also retain the sole right to use the Service Marks on the Internet, including on web sites, as domain names, directory addresses, meta tags, and in connection with linking, advertising, and other arrangements. We retain the right to approve any linking or other use of our web site. You may not establish a presence on or market using the Internet except as we may specify, and only with our prior written consent. We intend that any franchisee web site be accessed only through our home page. designate the Territory, in our sole discretion, during the site confirmation process based upon the number of households, traffic count, foot traffic, competition, accessibility of the location, population density and other demographic factors. Because each location is different, the Territory for each FunBox Business will be different. However, each Territory will generally have a population of approximately 100,000 children between the ages of 2 and 17.~~

~~If you operate an Indoor Park then your Territory will be defined by the physical boundaries of the site in which your Indoor Park operates. We may, in our sole discretion, operate or allow another franchisee to operate an Outdoor Park within close proximity to your Indoor Park, sometimes in the parking lot of the mall or shopping center in which your Indoor Park is located. We will not operate or permit any affiliate or franchisee to operate another Indoor Park within the same site in which you operate your Indoor Park.~~

~~If you operate an Outdoor Park then you will receive the right to operate solely at outdoor venues approved by us within a certain geographic area, which may overlap with one or more Indoor Parks. You will be prohibited from operating your Outdoor Park at any single location for more than 12 consecutive weeks at a time without our express written consent; however, you must operate your Outdoor Park for at least 12 weeks during each calendar year during the Term of the Franchise Agreement. We may, in our sole discretion, operate or allow another franchisee to operate an Indoor Park within close proximity to your Outdoor Park; however, we will not operate or permit any affiliate or franchisee to operate another Outdoor Park within the same geographic area in which you operate your Outdoor Park.~~

~~We will not alter your Territory during the term of your Franchise Agreement. Your limited rights within the Territory also may not be modified and do not depend on you achieving a certain sales volume, market penetration, or other contingency.~~

The franchise granted to you under the Franchise Agreement is limited to permitting the use of the system and marks in the operation of your FunBox Business only in the Territory and at the specific location(s) confirmed in advance by us.

Relocation and Establishing Additional Locations

If the site is acquired by a governmental entity through the power of eminent domain or your lease is terminated through no fault or breach by you (a “Relocation Event”), we may permit you to request an alternative location within the Territory for our confirmation. You will have 60 days after the date of a Relocation Event to identify a proposed substitute location within the Territory. We will confirm your substitute site, in our sole discretion, after (i) reviewing information you submit to us about the site, including a preliminary site layout drawing and a copy of an executed contingent contract, option, or other commitment for the acquisition of the site, (ii) determining whether a revised area around the new proposed site would overlap with any other territory of franchised businesses, and/or (iii) visiting the proposed site. Within 6 months of the Relocation Event, you must enter into and provide us a copy with a binding lease, in a form that we have approved, for the proposed site and begin constructing your FunBox Business. Within 6 months of acquiring a lease to the site (or sooner if required by the lease), you must open your FunBox Business at the new site. After a Relocation Event, we require an agreed minimum royalty fee and marketing payment for the period your FunBox Business is not in operation.

The Franchise Agreement prohibits you from offering or selling products or services under the marks through any location (other than the FunBox Business) or through any other channels of distribution (such as the Internet, catalog sales, telemarketing or other direct marketing).

Reservation of Rights under the Franchise Agreement

We and our affiliates will have the right, in our sole discretion, under the Franchise Agreement to: (i) own and operate businesses at any location(s) outside your Territory under the same or different marks, or to license others the right to own and operate businesses at any location(s) outside your Territory under the same or different marks; (ii) use the Proprietary Marks and System in connection with services and products, promotional and marketing efforts or related items, or in alternative channels of distribution, including but not limited to sales via the Internet at any location, including within the Territory; (iii) own and operate businesses, or market similar products and services, at any location(s) inside your Territory under different marks, or to license others the right to own and operate businesses, or market similar products and services at any location(s) inside your Territory under different marks; (iv) own, operate or allow others to own or operate FunBox businesses in close proximity to your FunBox Business; (v) acquire, or be acquired by, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not), with units located anywhere; and (vi) engage and license other parties to engage in any other activities not expressly prohibited by the Franchise Agreement.

The Franchise Agreement does~~Subject to the terms of use on our web site, we may gather, develop and use in any lawful manner information about any visitor to the web site, including but not limited to your customers, franchisees or prospective franchisees regardless of whether they were referred to you via the web site or were otherwise in contact with you.~~

~~We may purchase or be purchased by, or merge or combine with, competing businesses, wherever located.~~

~~Some of our Outdoor Park Franchises may be placed at a location where an Indoor Park Franchises is located and vis versa using the same name. The Outdoor Park and the Indoor Park are operated under different business models.~~

~~YOUR USE OF THE SERVICE MARKS AND OUR PRODUCTS AND SERVICES~~

Except as follows, you may not establish or operate any other franchise establishment without executing a separate Franchise Agreement for that facility.

Except with our prior written permission, you may not do business, operate, or place advertisements using our trade names or service marks in or originating from any area other than the Franchise Territory. You may not solicit, accept orders, or advertise in any media such as the internet, catalog sales, telemarketing, or other direct marketing whose primary circulation is outside the Franchise Territory, except with our prior written permission and the prior written consent of any of our franchisees whose territory is reached by that media. All Internet marketing is part of our marketing programs described in the Operations Manual (which includes an Advertising Manual) and defined in the Franchise Agreement and must be coordinated through us and approved by us. You may not market independently on the Internet or acquire an independent Internet domain name or web site.

Only we may place national or regional advertising.

All issues related to local customers who deal with several of our franchisees and local opportunities that could involve more than one franchise will be addressed and resolved by the franchisees in the involved local area, subject to our right to give reasonable direction and oversight and approval.

You do not receive the right to grant you any options, rights of first refusal, or similar rights to acquire additional franchises or to grant sub-franchises. There is no minimum sales quota upon which your rights to the Franchise Territory depend within the Territory granted or any contiguous territories.

ITEM 13. TRADEMARKS

Except as described in this Item 12, there are no other circumstances that permit us to modify your territorial rights.

~~ITEM 11.~~ ITEM 1. TRADEMARKS

We

Pursuant to the terms of the Franchise Agreement, we will grant you the non-exclusive right to and license to utilize the "FunBox" trademark and those other marks identified in this Item 13 to operate your franchise under the service mark "FUNBOX®" and related names and logos. You also will be granted FunBox Business in accordance with the non-exclusive System.

We reserve the right to supplement and modify the Marks that you may or may not use in connection with the operations of your FunBox Business. You may only use the Marks in the manner authorized by us in writing and pursuant to the terms of the franchise agreement. You may not use Marks in connection with the name of your corporation, limited liability company or other current or future service marks that we may from time to time designate in the confidential Operations Manual. The "service marks," will include any trade names, trademarks, service marks, designs, trade dress, and logos we use to identify your FunBox Park. corporate entity that you may establish in connection with the operations of your FunBox Business.

We have registrations with the United States Patent and Trademark Office for the following marks:

Mark	Serial/Registration No. Number	Application/Registration Date	Register
FUNBOX	Reg: 5723907	Reg: April 9, 2019	Principal
FUNBOX	Reg: 6783637	Reg: July 5, 2022	Principal

	<u>Reg: 6977846</u>	<u>Reg: February 14, 2023</u>	<u>Principal</u>
<u>WORLD'S BIGGEST BOUNCE PARK!</u>	<u>Reg: 6926698</u>	<u>Reg: December 13, 2022</u>	<u>Supplemental</u>
<u>FUNBOX CITY</u>	<u>Serial: 98339137</u>	<u>App: 98339137</u>	<u>January 2, 2024</u>

We also have the following trademarks registered outside of the United States:

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Country</u>
<u>FUNBOX</u>	<u>1644790</u>	<u>January 13, 2022</u>	<u>European Union Intellectual Property Office</u>
<u>FUNBOX</u>	<u>369958</u>	<u>January 13, 2022</u>	<u>Israel</u>
<u>FUNBOX</u>	<u>1644790</u>	<u>January 13, 2022</u>	<u>Singapore</u>

We have filed all ~~required~~ affidavits and ~~renewals~~ required for our principal trademarks.

There are no ~~currently~~ effective ~~material~~ determinations of the ~~United States~~ U.S. Patent and Trademark Office, the Trademark Trial and Appeal Board, ~~the~~ or any state trademark administrator of any state or any court, ~~any~~. We have no pending ~~interference~~ ~~infringement~~, opposition, or cancellation proceeding and ~~any~~ or pending material federal or state court litigation involving the service marks in any state.

There are no agreements currently in effect that limit our ~~regarding~~ our use or ownership rights to use or license the use of the service marks. We know of no ~~in~~ a trademark. We have no actual knowledge of any superior prior rights or infringing uses ~~that~~ ~~which~~ could materially affect your use of the service marks.

You must follow our rules when you use the service marks. You cannot use the service marks as part of your corporate, partnership or other entity name. You may not use our service marks in connection with the sale of an authorized product or service or in a manner we have not authorized in writing.

You must immediately notify us of any apparent infringement of, or challenge to your use of, any of the service marks, or any claim by any person of any rights in any of our service marks. You must not communicate with any person other than us and our legal counsel in connection with any such infringement, challenge or claim. We have the sole discretion to take such action as we may deem appropriate to protect our service marks and to exclusively control any litigation, Patent and Trademark Office proceeding, or other proceeding arising out any such infringement challenge or claim or action otherwise relating to our service marks. You must execute such comments, render such assistance, and do such acts and things as may in the opinion of our counsel be necessary or advisable to protect and maintain our interests in connection with any such litigation or proceeding, to otherwise protect and maintain our interests in our service marks. ~~marks.~~

The Franchise Agreement does not require us to indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a trademark licensed by us to you.

The service marks are our sole and exclusive property. You must follow our rules when you use the service marks. You may not use the service marks in any manner we have not authorized in writing.

All goodwill associated with the service marks, including any goodwill that might be deemed to have arisen through your activities, will accrue directly and exclusively to our benefit, except as otherwise provided by applicable law.

You may not use or give others permission to use the service marks, or any colorable imitation of them, combined with any other words or phrases.

We may change or modify any part of the service marks from time to time at our sole discretion. You will accept, use, and protect, for the purposes of the franchise, all changes and modifications as if they were a part of the service marks at the time the franchise agreement is executed. You will bear all costs and expenses which may be reasonably necessary because of these changes or modifications. Under no circumstances will we be liable to you for any damages, costs, losses, or detriments related to of these changes or modifications. We are not obligated to reimburse you for any loss of revenue attributable to the modified service marks or for any expenditure you incur to promote a modified service mark.

If any administrative or judicial proceeding arises from a claim or challenge to your use of any of our marks, you must immediately notify us, and we reserve the right to take any such action as we deem appropriate in order to preserve and protect the ownership, identity, and validity of the marks. We are only obligated to defend you from any claims arising from your use of our primary marks. If we decide to modify or discontinue the use of any mark and/or use one or more additional or substitute marks, you will be responsible for the tangible costs (such as replacing signs and materials) associated with such a change. We are not required to reimburse you for any costs you incur in relation to any change or substitution, such as the cost of changing stationery or signage, and have no obligation or liability to you as a result of any change or substitution.

You are required to immediately notify us of any use of, or claims of rights to, a mark identical to or confusingly similar to our marks. We have the right, but not the obligation, to bring any action against any third party using such a similar mark. You are required to participate in any such action we bring against a third party at your own expense. We have the right to control any such litigation or administrative proceedings, including any settlement.

ITEM 14. PATENTS, COPYRIGHT & COPYRIGHTS AND PROPRIETARY INFORMATION

No patents are material to the franchise. We do not have any pending patent applications that are material to the franchise. We and/or our affiliates have copyrighted or may copyright advertising materials and design specifications, our Manual and other written materials and items. We consider this information to be proprietary trade secrets, protectable under common law and applicable state laws. We also claim common law copyrights to the operational and training materials, building plans and specifications, and other proprietary materials specifically created by us in connection with the system, including proprietary advertisements, all materials presented to prospective customers of our brand, all product related marketing research, certain information on web and printed materials and forms used in connection with the operation of a FunBox business. The Manual and other proprietary materials have not been registered with any copyright office.

There currently are no effective adverse determinations of the United States Copyright Office (Library of Congress) or any court regarding the copyrighted materials. No agreement limits our right to use or allow others to use the confidential information or copyrighted materials. We know of no infringing uses of our copyrights which could materially affect your using the copyrighted materials in any state.

You must immediately inform us if you learn of any unauthorized use, infringement or challenge to the copyrighted materials, proprietary or confidential information, including but not limited to our Operations Manual. We will take

any and all action(s) (or refrain from same) that we determine, in our sole discretion, to be appropriate. We may control any action we choose to bring. We have no obligation to participate in or indemnify you for any infringement claims in regard to our copyrights. You must modify or discontinue use of the subject matter covered by any copyright if directed by us at your own expense.

In operating a FunBox business in accordance with our System, you will obtain access to our confidential information and trade secrets. Except as specifically authorized, you must not communicate, divulge or use such confidential information or trade secrets. Each of your equity owners is required to execute confidentiality covenants and you are required to obtain similar covenants from each of your general and assistant managers.

ITEM 12. ~~ITEM 15.~~ **OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS**

We

You are permitted to operate your FunBox Business as an absentee owner. You are not required to provide on-premises supervision; however, we recommend that you, or one of your owners if do.

If you are a business entity (e.g., corporation or partnership, participate fully in the actual day to day operation of the franchise business, or limited liability company), you must designate one person who owns at least 50% of your equity interests as your "Designated Principal." The Designated Principal must have the authority to bind you to obligations relating to the Franchise Agreement.

Managers you employ to help you to operate the franchise must successfully complete the mandatory training program described in Item 11. The manager and all of your owners must agree to be bound by the confidentiality and non-compete provisions of the franchise agreement. Typically, this is done through execution of a separate written agreement that incorporates non-disclosure and non-competition provisions in a form satisfactory to us. An example of an agreement we currently consider satisfactory is attached to this Franchise Disclosure Document as Exhibit H. The requirement for a non-disclosure and non-competition agreement between you and your employees, including the provision that makes us an intended third party beneficiary, does not create an employee or joint employee relationship between us and your employees, nor does it constitute control by us over your employees or their conditions of employment. We do not require that the Managers own an ownership interest in your business entity.

Each of your owners must assume and agree to discharge all of your obligations under the franchise agreement.

Your FunBox Business must be under the direct, on-premises supervision of a fully trained manager or a fully-trained assistant manager selected by you and approved by us. We do not require that the Designated Principal or other persons who directly or indirectly own an ownership interest in your business entity provide direct on-premises supervision.

Each manager must successfully complete those portions of our initial training program required for their positions in their entirety. More information about our initial training program and its costs is contained in Items 6 and 11 of this Disclosure Document. Managers shall attend and complete special programs or periodic additional training as we may require in writing upon at least 60 days' prior notice.

If you are a business entity, each of your owners that are active in your FunBox Business at any time during the Term and any owner that has a beneficial ownership interest of 10% or more in you, must personally guarantee, jointly and severally, your obligations under the Franchise Agreement and agree to be personally bound by, and personally liable for the breach of, every provision of the Franchise Agreement. This includes both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities. The form of your Personal Guaranty is attached as Attachment B to the Franchise Agreement. Spouses of all of your owners are not required to execute a Personal Guaranty.

We have the right to require you to obtain covenants against the use and disclosure of any confidential information and covenants not to compete from your owners, managers and any other employees or agents who have received or will have access to our training or confidential information. All of the required covenants must be in substantially the form attached to this Disclosure Document. In addition, you must require each of your managers to execute our then-current Confidentiality Agreement, but your managers are not required to execute a Noncompetition Agreement.

ITEM 13. ~~ITEM 16.~~ **RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

~~We require that you use, offer, and sell~~
You must only those supplies, inventory, offer the products, equipment, items, and services, and activities that we approve in writing, authorize. You may not offer or sell products or services not authorized by us. You must offer all products, goods, and services that we designate as for your FunBox Business. We may also periodically set maximum or minimum prices for services and products that your FunBox Business offers. We may periodically change the required by and/or authorized products and services, and there are no limits on our franchisees. We reserve the right, without limitation, to modify, delete, and add to the authorized products, goods and services do so. You must promptly implement these changes and must discontinue selling any products or services that we at any time decide to disapprove in writing. Items 8, 9 and 12, as well as the Manual, provide additional information regarding your specific obligations and limitations.

You must use your FunBox Business premises only for operation of a FunBox Business and for no other unrelated purpose. You may not offer for sale or sell products or services related to the FunBox Business through alternative channels of distribution, such as the Internet. You must discontinue selling and offering for sale any services or products that we at any time decide to disapprove in writing.

There are no other limitations imposed by us on the persons to whom a franchisee may provide goods and services, except those imposed by the nature of the system itself.

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.

THE FRANCHISE RELATIONSHIP

Provision	Section in Franchise Agreement	Summary
a. a. <u>Length of Franchise Term</u> the franchise term	Section 3.1.2	<u>10 years from signing the Franchise Agreement.</u>
b. b. <u>Renewal or Extension</u> extension of the Term term	Section 6.1 <u>3.2</u>	<u>If you are in good standing, you may renew for periods of 10 years under the terms of our then current franchise agreement forms. Unlimited successor</u>

		franchise terms of 10 years, if you meet certain requirements.
c. e. —Requirements for Franchisee franchisee to Renew renew or Extend extend	Section 6.1 <u>§3.2</u>	The term “renewal” refers to extending our franchise relationship at the end of your initial term and any other renewal or extension of the initial term. Give notice at least 6 and not more than 9 months before expiration of the initial term; faithfully perform under the initial agreement; refurbish, remodel, or replace the FunBox Business and replace obsolete equipment; sign general release; sign a new agreement (that may contain terms materially different from those contained in the franchise agreement attached to this disclosure document); and pay our out of pocket costs and for any required retraining.
d. d. —Termination by Franchisee franchisee	Section 6.2 <u>§17</u>	Subject to state law, you may terminate the Franchise Agreement if you comply with the provisions of the Franchise Agreement and if we breach any material provision and fail to cure or reasonably to begin to cure that breach within 30 days after receipt of written notice from you. Termination will be effective 10 days after you deliver to us a written declaration of termination for failure to cure within the allowed period. Termination will be effective 10 days after you deliver to us a written declaration of termination for failure to cure within the allowed period. You may terminate under any grounds permitted by law.
e. e. —Termination by Franchisor franchisor Without Cause without cause	Not Applicable	Not Applicable We may not terminate the FA without cause.
f. f. —Termination by Franchisor franchisor with Cause cause	Section 6.3 <u>§16</u>	We can terminate only if you default. (subject to state law) The Franchise Agreement permits us to terminate it for cause during its term and before expiration.
g. g. —“Cause” Defined—Curable Defaults defined-- curable defaults	Section 6.3(A) <u>§16.2</u>	You have 30 days to cure any default not listed in Section 6.3 (B).

		<p>(subject to state law) If you fail to commence <u>operating your Franchised Business</u> within the specified time period; fail, refuse, or neglect to promptly pay when due any monies owing to us, our affiliates, to the National Marketing Fund, or to other creditors; fail to submit the financial or other information required under this Agreement; create a threat or danger to public health or safety as a result of the construction, maintenance, or operation of the Franchised Business; sell non-approved products or services; or permit a continuing violation of any applicable law, ordinance, rule, or regulation of a governmental body in connection with the operation of your Franchised Business, we will have the right to terminate this Agreement. However, if such act or omission damages the goodwill associated with the System or the Marks, we will only have the right to terminate this Agreement if you do not cure such default within a period of time after notice from us.</p>
<p>h. h. <u>"Cause" Defined — Non</u> defined-- non-curable Defaults defaults</p>	<p>Section 6.3 (B) §16.1</p>	<p>Bankruptcy and insolvency, abandonment, repeated default, misrepresentations, levy of execution, criminal conviction, noncompliance with laws, non-payment of fees, repeated under reporting of sales, disclosure of information. (subject to state law) You are liquidated or dissolved; You fail to operate for 5 consecutive days (unless prevented from so by fire, flood, or acts of nature), or otherwise abandon your Franchised Business, or forfeit the right to do or transact business in the jurisdiction where your Franchised Business is located; You or any of your owners make an unauthorized Transfer under the franchise agreement; You or any of your owners are proven to have engaged in fraudulent conduct, or</p>

		<p><u>are convicted of, or plead guilty or no contest to a felony or a crime involving moral turpitude, or any other crime or offense that we believe is reasonably likely to have an adverse effect on the System, the Marks or the goodwill associated therewith; You are given 3 or more notices of being in material violation of any of the terms or requirements of this Agreement within any 12 month period, whether or not such defaults are timely cured after notice; You misuse or make any unauthorized use of the Marks and do not cease such misuse or unauthorized use within 24 hours' notice from us; You, by act or omission, materially impair the value of, or the goodwill associated with, any of the Marks or the System.</u></p>
<p>i. Franchisee's Duties and Obligations on Termination or Nonrenewal/termination/non-renewal</p>	<p>Section 6.5§18</p>	<p>De-identification, return of manuals, release of phone numbers and listings, deidentification of premises, payment of sums owed, confidentiality, and non-competition. At our option, assign your lease and sell all Franchise related equipment, furnishings, and inventory to us, at the depreciated book value (straight line depreciation over five years) for equipment and furnishings and at your invoice cost for products and inventory less a 10 percent restocking charge. We will not be liable for any payment to you for intangibles, including, without limitation, goodwill. You must cease representing yourself as a Franchisee; cease using our Marks and System; immediately pay what you owe us pursuant to the Franchise Agreement; immediately return all materials, whether in print or digital format, provided to you by us, including the Manual; de-identify your Franchised Business; transfer your telephone directory listings to us; cease using</p>

		<p><u>proprietary products and our approved suppliers; and transfer your domain names, websites and social media accounts, etc. to us.</u></p> <p><u>Your obligations not to disclose or use for other purposes our trade secrets, confidential business information, or other proprietary materials remains in effect upon and after the termination, expiration or non-renewal of the Franchise Agreement.</u></p>
j. j. Assignment of Contract contract by Franchisorfranchisor	Section 7.1 §15	There are no restrictions <u>No restriction on our right to transferassign.</u>
k. k. "Transfer" by Franchisee— Definitionfranchisee--definition	Section 7.1 §15.2	Restrictions apply if you sell, transfer, assign, encumber, give, lease, or sublease (collectively called "transfer") the whole or any part of: the franchise agreement, substantial assets of the franchise, or ownership or control of You. <u>The Franchise Agreement defines transfers by you to include any assignment or transfer of the Franchise Agreement, any interest in the Franchise Agreement, any sale or transfer of any interest in your business entity not specifically authorized in the Franchise Agreement, or a transfer of the Franchised Business or its assets.</u>
l. l. Franchisor's Approval Franchisor approval of Transfer transfer by Franchiseefranchisee	Section 7.1 §15.2	We have the right to approve all transfers. <u>Transfers require our prior written consent, which may be granted or withheld in our discretion.</u>
m. m. Conditions for Franchisor Approval franchisor approval of Transfer transfer	Section 7.1 §15.2	The transferee must qualify as a franchisee, he must assume your obligations, you may not be in default, the transferee must successfully complete the mandatory training, the current transfer fee will not be more than \$5,000 plus 5% of the transfer price if we find the transferee for you, the transferee must sign a new franchise agreement on our then current terms, and you must release us. (subject to state law) <u>You are in</u>

	<p><u>full compliance with the franchise agreement, you have no uncured defaults, and all your debts and financial obligations to us and our affiliates are current; you provide us with all information we may require concerning the proposed transaction (including a copy of the purchase agreement and all related documents), and the proposed transferee; we are satisfied that the proposed transferee (and if the proposed transferee is an entity, all holders of any interest in such entity) meets all of the requirements for our new franchisees, including, but not limited to, good reputation and character, business experience, and financial strength, credit rating and liquidity, and that the sale price is not excessive; you sign a written agreement in a form satisfactory to us in which you and your investors covenant to observe all applicable post-term obligations and covenants contained in the franchise agreement and release us and our affiliates from any claims you may have against us, or any further obligations we may have to you; the proposed transferee enters into a new franchise agreement with us, on the terms we then generally offer to new franchisees (including fees payable and size of territory); provided, however, that no new initial franchise fee will be required to be paid, and further provided that the term of that franchise agreement, unless otherwise agreed, will be the remaining term of your franchise agreement; the proposed transferee agrees in writing to perform such maintenance, remodeling and re-equipping of your Franchised Business that we determine necessary to bring your Franchised Business in compliance with our then-current standards, including any updates to your technology and</u></p>
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		<p><u>security equipment that we determine necessary; prior to the date of the proposed transfer, the proposed transferee's Designated Principal successfully completes such training and instruction as we deem necessary; you and all holders of an interest in you sign a general release (subject to applicable state law), in the form prescribed by us, releasing, to the fullest extent permitted by law, all claims that you or any of your investors may have against us and our affiliates, including our and their respective shareholders, officers, directors and employees, in both their individual and corporate capacities; and prior to the transfer, you pay us a transfer fee.</u></p>
<p>n. n.—Franchisor's Right of First Refusal to Acquire Franchisee's Business Franchisor's Right of First Refusal to Acquire Franchisee's Business</p>	<p>Section 7.3<u>§15.6</u></p>	<p>If you receive an offer, we will have the right to purchase on the same terms and conditions as offered to you, 30-day notice and right to decide. We have a 30-day right of first refusal and can match offers.</p>
<p>o. o.—Franchisor's Option to Purchase Franchisee's Business Franchisor's Option to Purchase Franchisee's Business</p>	<p>Not Applicable<u>§15.6</u></p>	<p>Not Applicable<u>Upon the termination or expiration of the Franchise Agreement, we reserve the right to purchase your Business at its fair market value, at our discretion. We may exercise this right by giving you written notice of our election within 30 days after the date of the Termination Event.</u></p>
<p>p. p.—Death or Disability of Franchisee Death or Disability of Franchisee</p>	<p>Section 7.2<u>§15.5</u></p>	<p>Within 180 days, your heirs, beneficiaries, devisees or legal representatives may apply to continue to operate the franchise, or transfer Franchise interest.<u>Upon death or disability of you (or your Operating Partner) or a Controlling Owner, your (or your Operating Partner's) or the Controlling Owner's executor or personal representative must transfer the ownership interest. A new Operating Partner must be appointed. We may assume your Business's management or appoint</u></p>

		<u>an interim manager to operate your Business.</u>
q. q.—Non-Competition Covenants During competition covenants during the Term term of the Franchise franchise	Sections 5.6 & 5.7 §19.1	You may not disclose confidential information or compete. (subject to state law) You will not, directly or indirectly, during the term of this Agreement, on your own account or as an employee, consultant, partner, officer, director, shareholder or member of any other person, firm, entity, partnership, corporation or company, own, operate, lease to or lease from, franchise, engage in, be connected with, have any interest in, or assist any person or entity engaged in owning, operating, or managing any Competitive Business, wherever located, whether within the Territory or elsewhere.
r. r.—Non-Competition Covenants After competition covenants after the Franchise franchise is Terminated terminated or Expires expires	Sections 5.6, 5.7 & 6.8 §19.2	No competition is allowed for 730 days in or within 100 miles of your Franchise Territory or 100 miles of any other FunBox operation or within any part of the United States of America. (subject to state law) You will not, directly or indirectly for a period of 2 years after the transfer by you, or the expiration or termination of this Agreement, on your own account or as an employee, consultant, partner, officer, director, shareholder, lender, or joint venturer of any other person, firm, entity, partnership, corporation or company, own, operate, lease to or lease from, franchise, conduct, engage in, be connected with, have any interest in or assist any person or entity in a Competitive Business, which is located within the Territory or within a 100 mile radius of any FunBox business, whether owned by us, our affiliates, or a franchisee, wherever located, whether within the Territory or elsewhere.
s. s.—Modification of the Agreement agreement	Sections 5.5 and 9.7 §21.13	We may modify the Operations Manual. Modifications to the language of the Franchise Agreement require the signed

		written agreement of the parties Only by written agreement between you and us.
t. t.-Integration/Merger Clause merger clause	Section 9.7 §21.13	Only the terms of this Franchise Agreement and the franchise agreements signed exhibits are legally binding (, subject to applicable state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.
u. u.-Dispute Resolution resolution by Arbitration arbitration or Mediation mediation	6.5 and 9.7 §20	Subject to State Law, dispute related to post-termination purchase price is required to be arbitrated. All disputes are subject to be mediated. All controversies, disputes or claims between us must be submitted for mediation and/or arbitration on demand of either party.
v. v.-Choice of Forum forum	Section 9.8 §20.5	Subject to applicable state law Any mediation, arbitration and/or litigation must be held and conducted in Las Vegas, Nevada or federal courts over Las Vegas, Nevada. These provisions are subject to state law.
w. w.-Choice of Law law	Section 9.8 §21.6	Subject Nevada law will govern (subject to applicable state law; Nevada law applies except to the extent governed by the United States Trademark Act.)

ITEM 14. ~~ITEM 18.~~ **PUBLIC FIGURES**

No

We do not use any public figure is involved into promote, endorse or recommend our franchise program at the present time.

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 only be given 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.

This Item 19 sets forth certain historical financial performance information for §25 FunBox parks operated by our affiliate and franchisees. One of the parks operated by our affiliate is an indoor park while the remaining

four 24 parks are outdoor parks operated by our affiliate (2 parks) and franchisees that were open for the entire fiscal year from April 1, 2022 to March 31, 2023 (2 parks).

Indoor

Financial Performance of Affiliate-Owned Indoor Location		
The Santa Anita Shoppes (Arcadia, CA)		
	April January 1, 2022 – March 2023 – December 31, 2023	
Revenue		
Door/Birthday	\$1,430,125	2,332,866
Birthdays	\$497,433	25.2%
Vending	\$31,231	29,554
Other	\$15,152	0.8%
Total Revenue	\$1,973,941	2,362,420
Expenses		
Est. Royalty	\$157,915	188,994
Rent/Taxes	\$292,925	14.8%
Utilities	\$57,145	2.9%
Wages	\$304,676	15.4%
Advertising	\$21,234	0.24
Insurance	\$24,722	1%
Credit Card/CC/Ticket Fees	\$55,441	49,760
Rent	\$336,942	14%
Wages	\$476,213	20%
Utilities/Phone	\$74,254	3%
Miscellaneous	\$63,144	53,508
Total Expenses	\$952,480	1,225,417
Profit	\$1,021,461	137,003
Remodeling/Video Games	\$100	125,000
Net Profit	\$921,461	1,012,003
		46.743%

Note 1: The above location is owed by our affiliate, ~~Hallier Investments~~ FunBox Arcadia, LLC. It operates in the food court at the Santa Anita Shops in Arcadia, CA.

Note 2: Our affiliate has received additional landlord allowances for rent for this location.

Note 3: In ~~October 2022~~ July 2023, our affiliate replaced the inflatable park and some video games. It is recommended that indoor parks inflatables and video games are ~~replaced~~ replaced every ~~12~~ 18 to 24 months.

Note 4: Vending means revenue generated from retail items sold in vending machines, including drinks, snacks, etc.

Note 5: Miscellaneous expenses include such items as equipment ~~rental, fuel for generators~~ rent, cleaning supplies, ~~fence rental~~ equipment maintenance, cleaning supplies and storage expense, etc.

Note 6: Our affiliate’s indoor park is approximately ~~16,000~~ 15,500 square feet.

Note ~~6~~ 7: There are no material differences between this affiliate owned indoor park and the franchised FunBox indoor park we expect to grant.

Outdoor

Financial Performance of Affiliate-Owned Outdoor Locations				
	Del Amo June 24, 2022 – October 2, 2022			Woodland Hills October 20, 2022 – February 4, 2023
Revenue	\$766,681			\$907,404
Expenses				
Rent	\$101,539	13.2%		\$45,000
Labor	\$76,122	9.9%		\$58,776
Credit Cards/ Ticketing Fee	\$0	0%		\$32,020
Royalties	\$61,334	8%		\$72,592
Advertising	\$79,718	10.4%		\$101,681
Insurance	\$8,667	1.11%		\$9,167
Start-Up/Tear Down	\$33,593	4.4%		\$44,412
Miscellaneous	\$45,209	5.9%		\$75,123
Total Expenses	\$406,182			\$438,771
Profit	\$360,499	47%		\$468,633

Note 1: Miscellaneous expenses include such items as equipment rental, fuel for generators, cleaning supplies, fence rental and storage expense, etc.

Note 2: Our affiliate operating in Del Amo utilized a different ticketing system during its operational term. This ticketing system deducted the ticketing fees from the revenue and therefore this amount is not accounted for.

Note 3: Labor means expenses incurred for payroll taxes and fees and wages paid to employees.

Note 4: There are no material differences between these affiliates owned outdoor parks and the franchised FunBox outdoor parks we grant.

Financial Performance of Franchisee-Owned Outdoor Locations				
	Scottsdale, AZ			Mesa, AZ
January 1, 2023 – December 22, 2022 – March 31, 2023				
Revenue	\$655,372			\$486,927
Expenses				
Rent	\$20,000	3.1%		\$35,875
Labor	\$46,576	7.1%		\$46,709
Credit Cards/ Ticketing Fee	\$30,549	4.7%		\$24,595
Royalties	\$52,430	8.0%		\$38,954
Advertising	\$87,834	13.4%		\$60,401
Insurance	\$24,048	3.7%		\$12,004
Start-Up/Tear Down	\$22,482	3.4%		\$18,951
Miscellaneous	\$43,881	6.7%		\$126,696

Total Expenses					Number of Parks: 24
<u>Average</u>	<u>Median</u>	<u>Low</u>	<u>High</u>	<u>% of parks that achieved or exceeded average</u>	
Profit \$470,770	\$327,571	50%	\$167,947	\$1,044,147	\$122,743 63% (15)

Note 1: Miscellaneous expenses include such items as equipment rental, fuel for generators, cleaning supplies, fence rental and storage expense, etc.

Note 2: Our Mesa, AZ has higher than normal Miscellaneous expenses because they did not engage our preferred vendor for certain equipment rental.

Note 3: Labor means expenses incurred for payroll taxes and fees and wages paid to employees.

Note 4: The above data is based upon the information actually provided to us by the franchisee owned outlets.

Some outlets have sold and earned this amount. Your individual results may differ. There is no assurance that you'll sell or earn as much.

- Affiliate owned outlets do not pay the Initial Franchise Fees or the Royalty Fees (8% of Gross Sales) or Other Fees listed in Item 6. The above tables include an estimate of the Royalty Fees that our Affiliate owned FunBox locations would have paid.
- "Revenue" includes all consideration, whether by cash, credit, in kind or otherwise, that was derived directly or indirectly from the operation of the represented FunBox business.

This information in this Item 19 is not audited. Written substantiation for the financial performance representation will be made available to the prospective franchise upon reasonable request.

Other than the preceding financial performance representation we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. 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 our CEO Laurence Hallier, 2510 East Sunset Road, Las Vegas, Nevada 89120, l@funbox.com; Randon Hansen, Esq., ~~861 Barrhead Avenue, Henderson, NV 89012~~ 2510 East Sunset Road, Las Vegas, Nevada 89120; the Federal Trade Commission; or the appropriate state regulatory agencies.

ITEM 15 ~~ITEM 20.~~ **OUTLETS AND FRANCHISEE**
INFORMATION

Table No. 1
SYSTEM-WIDE OUTLET SUMMARY
Systemwide Outlet Summary
For years ~~2020~~ 2021 to ~~2023~~ 2022

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021 2020	0	0	0
	2021 2022	0	04	0+4
	2022 2023	04	534	+530
Company/Affiliate* Owned	2021 2020	1	12	0+1
	2022 2021	12	23	+1
	2022 2023	23	3	+10
Total Outlets	2021 2020	1	12	0+1
	2022 2021	12	27	+15
	2022 2023	27	837	+630

* These outlets were owned by Hallier Investments, LLC. Hallier Investments, LLC is owned by persons listed in Item 2, above.

Table No. 2
~~TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS~~ **Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)**
For years ~~2020~~2021 to ~~2023~~2022

State	Year	Number of Transfers
California	2020	0
<u>Texas</u>	2021	0
	2022	0
Other States	2023 2020	01
<u>Total Transfers</u>	2021	0
	2022	0
Totals	2023 2020	01
	2021	0
	2022	0

Table No. 3
STATUS OF FRANCHISED OUTLETS
Status of Franchised Outlets
For years ~~2020~~2021 to ~~2023~~2022

State	Year	Outlets at the Start of the Year	Outlets Opened	Termination Termination	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at the End of the Year
Arizona	2021 2020	0	0	0	0	0	0	0
	2021 2022	0	0	0	0	0	0	0
	2023 2022	0	1	0	0	0	0	1
California	2021 2020	0	0	0	0	0	0	0
	2022	0	2	0	0	0	0	2
	2023	2	7	0	0	0	0	9
Colorado	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
Connecticut	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
Florida	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	4	0	0	0	0	4

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at the End of the Year
Georgia	2020 <u>2021</u>	0	0	0	0	0	0	0
	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2023</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
<u>Illinois</u>	2021	0	0	0	0	0	0	0
	2022	0	<u>10</u>	0	0	0	0	<u>10</u>
	<u>2023</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Massachusetts</u>	<u>2021</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2023</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Missouri</u>	<u>2021</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2023</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>North Carolina</u>	<u>2021</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2023</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Oklahoma</u>	<u>2021</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2023</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Tennessee</u>	<u>2021</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2023</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Texas</u>	<u>2021</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at the End of the Year
	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2023</u>	<u>0</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>
<u>Utah</u>	<u>2021</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2023</u>	<u>0</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
Totals*	2020 <u>2021</u>	0	0	0	0	0	0	0
	2021	\emptyset	\emptyset	\emptyset	\emptyset	\emptyset	\emptyset	\emptyset
	2022	0	<u>54</u>	0	0	0	0	<u>54</u>
	<u>2023</u>	<u>4</u>	<u>30</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>34</u>

This includes those franchisee-owned outlets that were open as of March 31, 2023. As of the issuance date of this FDD, we have had additional franchisee-owned outlets opened in California, Colorado, Florida, Georgia, Illinois, Massachusetts, Nevada and Utah.

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Table No. 4
~~**STATUS OF COMPANY-OWNED OUTLETS***~~
Status of Company-Owned Outlets
For years ~~2020~~2021 to ~~2023~~2022

State	Year	Outlets at the Start of the Year	Outlets Opened	Outlets Reacquired by Franchisor From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at the End of the Year
California	2020 21	1	0 1	0	0	0	1 2
	2021 21	1 2	1	0	0	0	2 3
	2022 23	2 3	1 0	0	0	0	3
Totals	2020 21	1	0 1	0	0	0	1 2
	2021 21	1 2	1	0	0	0	2 3
	2022 23	2 3	1 0	0	0	0	3

* We do not own or operate any outlets. The outlets owned by Hallier Investments, LLC are included in this table. Hallier Investments, LLC is owned by persons listed in Item 2, above.

Table No. 5
PROJECTED FRANCHISE OUTLET OPENINGS AS OF MARCH Projected Openings as of December 31, 2023

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Alabama <u>AL</u>	1	0	0
California <u>AZ</u>	3 2	2 0	0
Colorado <u>AR</u>	1	0	0
Connecticut <u>CA</u>	0 3	2	0
Florida <u>CT</u>	2 1	0	0
FL	4	1	0
Georgia <u>IL</u>	1 7	0	0

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Outlet In The Next Fiscal Year	Projected New Company-Owned Outlets in Outlet In the Next Fiscal Year
IllinoisIN	1	0	0
MassachusettsMD	12	0	0
MichiganMA	1	0	0
MinnesotaMI	1	0	0
MissouriMN	1	0	0
NevadaMO	1	0	0
New JerseyNV	02	30	0
New YorkNJ	02	80	0
North CarolinaNY	13	01	0
OH	1	0	0
OklahomaTN	2	0	0
TennesseeTX	14	01	0
VATexas	41	0	0
UtahWI	1	0	0
TOTALSTotal	2342	155	0

Exhibit J includes a complete listing of all of our current franchise and affiliate owned parks franchisees and the addresses and telephone numbers of all of their operations outlets as of March 31, 2023.

Exhibit J includes a complete listing of all of our current franchise and affiliate owned parks franchisees and the addresses and telephone numbers of all of their operations outlets as of March 31, 2023. There were no franchisees that who had outlets a Franchise Agreement terminated, canceled, not renewed, or who otherwise voluntarily or involuntarily ceased to do business under the franchise agreement Franchise Agreement during our the most recently completed fiscal year, or have who had not communicated with us within 10 weeks of the issuance date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system Franchise System.

During

No franchisee has signed confidentiality agreements during the last three3 fiscal years, in restricting its ability to speak openly about its experience with our franchise system. In some instances, current and former franchisees may have signed sign provisions restricting their ability to speak openly about their experience with our franchise system. FunBox. You may wish to speak with current and former franchisees, but be aware that not all such of those franchisees will be able to communicate with you. In addition, we sign agreements with current and former franchisees that include confidentiality clauses that protect our intellectual property and our proprietary information.

~~The confidentiality clauses in these agreements may also relate to specific negotiated franchise agreement terms and conditions.~~

We are not aware of any trademark-specific franchisee organizations associated with our Franchise System.

~~FINANCIAL STATEMENTS~~

~~ITEM 21. FINANCIAL STATEMENTS~~

~~We have not been in business for three years or more, and therefore cannot include all financial statements required by the Franchise Rule of the Federal Trade Commission. Attached in Exhibit ~~A~~B are our ~~unaudited profit and loss statement and balance sheet for up to July 31, 2023, and~~ audited financial statements for the fiscal years ending ~~March~~December 31, 2023 and ~~March~~December 31, 2022. Our fiscal year-end is ~~March~~December 31.~~

~~ITEM 16.~~ITEM 22. CONTRACTS

~~Attached are sample copies~~

Exhibits A and G of this Disclosure Document contain all contracts proposed for use or in use regarding the offer of our franchises, including the following agreements you may have to sign when you purchase your franchise.:

~~Exhibit D: Franchise Agreement~~

~~Exhibit E: Conditional Assignment of Phone Number~~

~~Exhibit F: Abandonment, Relinquishment, and Termination of Assumed Business Name~~

~~Exhibit G: State Law Addendum~~

~~Exhibit H: Confidentiality, Non-Disclosure, and Non-Compete Agreement~~

~~Exhibit I: ACH Direct Payment Authorization~~

Exhibit A Franchise Agreement

Exhibit G Sample General Release

ITEM 23. RECEIPTS

The last two pages of this Disclosure Document are detachable duplicate Receipts that serve as an acknowledgement of your receipt of a copy of this Disclosure Document. You should sign both copies of the Receipt and return one copy to us.

Exhibit

EXHIBIT A
FRANCHISE AGREEMENT

EXHIBIT A
TO FRANCHISE DISCLOSURE DOCUMENT

FUNBOX FRANCHISE, LLC
FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (“Agreement”) is made as of the Effective Date set forth in the Rider attached to this Agreement (the “Rider”) between FunBox Franchise, LLC, a Nevada limited liability company (“we” or “us”) and the person or persons named in the Rider as “Franchisee” (“you”). If you are a corporation, partnership, limited liability company or other entity approved by us to own a FunBox Business (the "Approved Entity"), the term "owners" in this Agreement shall refer to your shareholders, partners, members or other interest holders. Unless otherwise approved by us, the term "Controlling Person" refers to the person who owns forty percent (40%) or more and the largest share of the general partnership interest of such partnership; the equity and voting power of all classes of the issued and outstanding capital stock of such corporation; the membership interests of such limited liability company or the voting and ownership interests of such other entity.

1. INTRODUCTION

1.1. We have invested substantial time, effort and money to develop a system of operating indoor and outdoor inflatable amusement parks and have a trademark federally registered for the names “FunBox”, “FunBox Amusement Park”, and “World’s Biggest Bounce Park!” as well as other intellectual property rights. We grant franchises to qualified candidates for the operation of a FunBox. We license our trademark rights in “FunBox”, “FunBox Amusement Park”, “World’s Biggest Bounce Park!”, “FunBox JumpPark”, and “FunBox City” and may in the future adopt, use and license additional or substitute trademarks, service marks, logos and commercial symbols in connection with the operation of FunBox Businesses (collectively the “Marks”). FunBox Businesses use our methods, procedures, standards, specifications and the Marks (all of which are collectively referred to as the “System”) which we may improve, further develop or otherwise modify from time to time.

1.2. You acknowledge that you have had an adequate opportunity to be thoroughly advised of the provisions of this Agreement and our Franchise Disclosure Document and have had sufficient time and opportunity to evaluate and investigate the System and the procedures and financial requirements associated with the System, as well as the competitive market in which it operates.

1.3. You desire to operate a FunBox Business that will conform to our uniform requirements and quality standards as established from time to time by us.

2. GRANT OF FRANCHISE AND FRANCHISED LOCATION

2.1. Grant of Franchise. Subject to the provisions stated below, we license to you a personal franchise to operate an FunBox (your “FunBox Business”) in conformity with our System at the location described on the Rider (the “Franchised Location”). You accept the license and undertake the obligation to operate your FunBox Business using the System and in compliance with our standards. Unless otherwise agreed in writing by us, you must open your FunBox Business within twelve (12) months from the Effective Date if you are opening an indoor FunBox Park or fifteen (15) months from the Effective Date if you are opening an outdoor FunBox Park. You must thereafter diligently operate your FunBox Business in accordance with this Agreement for the entire remaining term of this Agreement. Notwithstanding the foregoing, if you are entering into this Agreement pursuant to the terms of an Area Development Agreement executed between you and us, you will open your FunBox Business on or before the date set forth in the “Development Schedule” (as defined in the Area Development Agreement). Your FunBox Business may only be operated at the Franchised Location. If you would like to open a second or subsequent location, you must sign a new franchise agreement on our then-current form for each location, and pay the applicable franchise fees for each location.

2.2. Territory. Included in the Rider is a map or description of an area in which you shall be permitted to operate your FunBox Business (the “Territory”).

2.2.1. If you operate an Indoor Park then your Territory will be defined by the physical boundaries of the site in which your Indoor Park operates. We may, in our sole discretion, operate or allow another franchisee to operate an Outdoor Park within close proximity to your Indoor Park, sometimes in the parking lot of the mall or shopping center in which your Indoor Park is located. We will not operate or permit any affiliate or franchisee to operate another Indoor Park within the same site in which you operate your Indoor Park.

2.2.2. If you operate an Outdoor Park then you will receive the right to operate solely at outdoor venues approved by us within a certain geographic area, which may overlap with one or more Indoor Parks. We may, in our sole discretion, operate or allow another franchisee to operate an Indoor Park within close proximity to your Outdoor Park; however, we will not operate or permit any affiliate or franchisee to operate another Outdoor Park within the same geographic area in which you operate your Outdoor Park.

2.2.3. You acknowledge and agree that (i) we and our affiliates have the absolute and unrestricted right to grant other franchises or licenses and to operate company or affiliate owned locations anywhere outside the Territory, even if they directly compete with your FunBox Business for customers who may live and/or work in or near the Territory, (ii) we and our affiliates have the right to operate, and to grant franchises or licenses to others to operate franchised locations and any other business from locations within and outside the Territory under trademarks other than the Marks, without compensation to you, provided; however, that with respect to this clause (ii), we and our affiliates will not operate franchised locations within the Territory, or grant franchises or licenses to others to operate FunBox Businesses within the Territory, unless we do so after we or our affiliates acquire, or merge with, another business that operates or grants franchises to operate a Competitive Business, or after we are acquired by such a business, in which case we may do so, provided we do not operate those Competitive Businesses in the Territory using the Marks, or license anyone to use the Marks to operate such Competitive Businesses in the Territory. In addition, the boundaries of your Territory may overlap with a territory we grant to another franchisee or to a location we or our affiliates operate, so long as no other location is located within your Territory. For purposes of this Agreement, a “Competitive Business” includes any business that offers, provides or derives more than ten percent (10%) of its Gross Sales from the operation of a business featuring inflatable play equipment.

1.4. Additional Reservation of Rights. We and our affiliates reserve any and all rights not expressly granted to you under this Agreement, including, without limitation, the absolute and unrestricted right to sell anywhere (including within the Territory) products and services (including to your customers) under the “FunBox”, “FunBox Amusement Park”, “World’s Biggest Bounce Park!”, “FunBox JumpPark”, and “FunBox City” names, or under any other name, through any channel of distribution, without any obligation to pay royalties or any other form of compensation to you.

3. TERM AND RENEWAL RIGHTS

3.1. Initial Term. The initial term of this Agreement (“Initial Term”) and the Franchise granted by this Agreement will begin on the Effective Date and expire at midnight on the day preceding the 10th anniversary of the date the Franchised Business first opens for business, unless this Agreement is terminated at an earlier date. We will memorialize for you the date the Franchised Business first opened for business.

3.2. Renewal. You have the right to renew your franchise for the Franchised Location for an additional ten (10) year term, provided you meet all of the following conditions:

3.2.1. You have given us written notice at least one hundred eighty (180) days prior to the end of the then-current term of this Agreement of your desire to renew (“Renewal Notice Deadline”);

3.2.2. You and all entities you are a member, partner or shareholder of, are in compliance with all agreements between you and us and between you and our affiliates, and there has been no series of defaults by you thereunder (i.e., an abnormal frequency of defaults or a default that has occurred repeatedly, or a combination thereof), whether or not such defaults were cured;

3.2.3. You make, or provide for in a manner satisfactory to us, such renovation and reequipping of your FunBox Business as we deem appropriate to reflect the then-current standards and image of the System, including, without limitation, renovation or replacement of signs, equipment, furnishings, fixtures and decor;

3.2.4. We reserve the right to require you to correct any existing deficiencies of the Franchised Business or in your operation of the Franchised Business and satisfy our then-current System Standards including adding any new products or services that are then being offered in the System, meet our qualifications for new franchisees, and complete any additional certification and training requirements that apply to you, your Operating Principal, and/or your managerial personnel (which may involve the payment of training fees);

3.2.5. You sign the standard form of franchise agreement then being used by us within thirty (30) days of receipt, provided that you pay the Renewal Fee in lieu of the Initial Franchise Fee set forth in the then-current Franchise Agreement. The terms of such Franchise Agreement may differ from this Agreement, including higher

fees and a modification to the Territory based upon our then-current methods of determining Territory areas (and which may include a reduction in the Territory);

3.2.6. If you are operating an indoor FunBox Park, you present satisfactory evidence that you have the right to remain in possession of the Franchised Location for the duration of the renewal term, unless we determine that the location of your business is no longer viable for the operation of your FunBox Business, in which case we may condition your right to renew on your obtaining a new site for your FunBox Business that we approve; and

3.2.7. At the time you sign the Franchise Agreement to renew your franchise, you sign and deliver to us a general release, in the form we prescribe, releasing, to the fullest extent permitted under the laws of the state where your FunBox Business is located, all claims that you may have against us and our affiliates and our respective current and former officers, directors, shareholders, employees, insurers, consultants, contractors and agents, in both their corporate and individual capacities.

3.3. Automatic Renewal. If you do not properly and/or timely notify us prior to the Renewal Notice Deadline of your intent to either renew or not remain a franchisee, the Franchise Agreement shall automatically renew for successive one year terms, beginning on the day after the Franchise Agreement would have expired (the "Interim Period"). During the Interim Period, you are obligated to pay us, in addition to all other fees set forth in this Agreement, the Interim Period Fee described in below. During the Interim Period, we may, in our sole discretion, terminate the Franchise Agreement, for any reason or no reason, upon sixty (60) days' written notice to you. The Initial Term and all renewals, including the Interim Period, shall be referred to as the "Term." Unless we provide you with notice of termination of the Interim Period, you must provide us with notice of non-renewal at least nine (9) months prior to the beginning of the next Interim Period to avoid automatic renewal for another Interim Period.

4. MARKS AND COPYRIGHTS

4.1. Identity of Your FunBox Business. Your FunBox Business will be identified by the trademarks "FunBox", "FunBox Amusement Park", "World's Biggest Bounce Park!", "FunBox JumpPark", and/or "FunBox City".

4.2. Ownership of Mark. You agree that we own or have sublicensed the rights to the Marks and the System. You also agree that any and all improvements and derivations by you relating to the Marks and System are our sole property and you hereby assign to us the same, together with the goodwill associated with the same. We will have the exclusive right to register and protect all such improvements and derivations of the Marks and the System.

4.3. Use. Your right to use and identify with the Marks and System applies only to the Franchised Location and exists concurrently with the term of this Agreement and only so long as you are in complete compliance with our quality standards. You will have the right to use the Marks and System only in the manner prescribed, directed, and approved by us in writing, in compliance with the standards and guidelines set forth in the Manual (as defined below), and in accordance with any other written instructions or directives we may provide from time to time. You will not have or acquire any rights in any of the Marks or System other than the right of use as governed by this Agreement. You may not authorize others to use or reproduce our Marks without our prior written consent. Your use of the Marks and any resulting goodwill will be to our exclusive benefit. If, in our judgment, your conduct infringes upon or demeans the goodwill, standards of uniformity or quality, or business standing associated with the Marks or the System, you will immediately, upon written notice from us, modify your use of the Marks and the System in the manner prescribed by us in writing. You will not during or after the term of this Agreement do anything directly or indirectly which would disparage, infringe upon, harm, or contest our rights in, the Marks or System.

4.4. Promotion. You will operate your FunBox Business so that it is clearly identified and advertised as a FunBox. The style, form and use of the words "FunBox", "FunBox Amusement Park", "World's Biggest Bounce Park!", "FunBox JumpPark", and "FunBox City" in any advertising, written materials, products or supplies, including but not limited to any Technology Platform (defined below), must, however, have our prior written approval and comply with our specifications as we may prescribe in writing and as set forth in the Manual, or otherwise. You will use the trademarks "FunBox", "FunBox Amusement Park", "World's Biggest Bounce Park!", "FunBox JumpPark", and "FunBox City" and the other Marks which now or hereafter may form a part of the System, on all signs, paper supplies, business cards, uniforms, advertising materials, Technology Platforms, signs and other articles in the identical combination and manner as we may prescribe in writing and you will supply to us samples or photographs of the same upon our request. You will comply with all trademark, trade name, service

mark and copyright notice marking requirements and you will supply to us samples or photographs of the same upon our request. You will not use the words “FunBox” or any other Marks in your corporate, partnership, limited liability company, or other entity name, domain name, social media handle, or any other form of business identifier, unless expressly authorized by us in writing.

4.5. Substitutions of, or Adverse Claims to Marks. We have the right to protect and maintain all rights to the Marks against encroachment, misuse or unauthorized use and against all challenges to any rights of its use, as we deem appropriate. If it becomes advisable at any time, in our sole discretion, to modify or discontinue use of any Mark, or to discontinue using any Mark, or if there is an adjudication by a court of competent jurisdiction that any party’s rights to any of the Marks are superior to ours, then upon written notice from us, you will, at your sole expense, immediately adopt and use the changes and amendments to the Marks that are specified by us in writing, and if the Mark that is changed is the name “FunBox,” then all references in this Agreement to the name “FunBox” will be deemed references to such substitute Mark. If we modify or discontinue use of any Mark, you will immediately cease using the Marks specified by us, and will, as soon as reasonably possible, commence using the new trademarks, trade names, service marks, logos, designs and commercial symbols designated by us in connection with all advertising, marketing and promotion of your FunBox Business. We will have no liability or obligation whatsoever with respect to your modification or discontinuance of any Mark. You will not make any changes or amendments in or to the use of the Marks or System unless directed by us in writing.

4.6. Litigation. You will have no obligation to and will not, without our prior written consent, defend or enforce any of the Marks in any court or other proceedings for or against imitation, infringement, any claim of prior use, or for any other allegation. You will, however, immediately notify us of any claims or complaints made against you with respect to the Marks and will, at your reasonable expense, cooperate in all respects with us in any court or other proceedings involving the Marks. We will pay the cost and expense of all litigation incurred by us, including attorneys’ fees, specifically relating to the Marks. We will have the right to control and conduct any litigation relating to the Marks and be entitled to all recovery related to claims with respect to the Marks. While we are not required to defend you against a claim based on your use of the Marks, we will reimburse you for your liability. You will also be required to reimburse us for liability arising out of your unauthorized use of any of the Marks.

4.7. Copyrighted Materials. You acknowledge and agree that we may authorize you to use certain copyrighted or copyrightable works (the “Copyrighted Materials”), including the Manual (as defined below). The Copyrighted Materials are our valuable property. Your rights to use the Copyrighted Materials are granted to you solely on the condition that you comply with the terms of this Agreement. Your use of the Copyrighted Materials does not vest you with any interest other than the temporary, non-exclusive license to use the Copyrighted Materials granted in this Agreement. All rights that inure as a result of the use of the Copyrighted Materials belong solely to us.

4.8. Protection. You will sign any documents that we or our counsel deem necessary for the protection of the Copyrighted Materials or the Marks or to maintain their validity or enforceability, or to aid us, at our expense, in acquiring rights in or in registering any of the Marks or any trademarks, trade names, service marks, slogans, logos or emblems that we subsequently adopt.

5. INITIAL FRANCHISE FEE

5.1. Initial Franchise Fee. You will pay us a non-refundable initial franchise fee (the “Initial Franchise Fee”) as set forth in the Rider.

5.2. No Refunds. The Initial Franchise Fee has been fully earned upon our signing of this Agreement and is non-refundable in consideration of the expenses incurred by us in granting this franchise and for the lost or deferred opportunity to franchise others.

6. ROYALTY FEE

6.1. Royalty Fee. On or before the tenth (10th) of each month, you will pay us a nonrefundable Royalty Fee equal to eight percent (8%) of the total Gross Revenue derived from the franchise for the preceding calendar month. The Royalty Fee is paid monthly in the manner prescribed from time to time in the operations manual, via electronic debit initiated by us and/or by a third-party authorized by us, or by such other means as we may authorize and approve. In addition, you agree that we may develop and impose fines for your failure to comply with our requirements as outlined in the Operations Manual. You agree to pay these fines when we apply them to you.

6.2. Gross Sales Defined. As used in this Agreement, the term “Gross Revenues” means all receipts generated by the Franchise from any source, including, but not limited to, sales, parties, open play, food and beverage sales, merchandise sales, party deposits, arcade, direct or indirect barter transactions, rentals, vending, exchanges, repairs, services, viewings, labor, service charges, service contracts, etc., and excludes discounts, refunds and sales taxes. Credit transactions will be included in Revenue as of the date of the transaction without deduction for uncollected credit accounts. The proceeds from any business interruption insurance or eminent domain recovery you receive will be included in "Revenue." "Gross Monthly Revenue" means the total Revenue for any calendar month.

6.3. Method of Payment. Notwithstanding any designation by you, we have the sole discretion to apply any payments made by you to any of your indebtedness for Royalty Fees, purchases from us or our affiliates, vendors, interest, collection costs or any other indebtedness. You agree that you will not withhold payment of any Royalty Fees or any other amount due us, and that the alleged non-performance or breach of any of our obligations under this Agreement or any related agreement does not establish a right at law or in equity to withhold payments due us for Royalty Fees or any other amounts due.

We reserve the right to require you to process some or all membership applications and payment plans submitted by your customers, together with the related automatic account withdrawal, automatic payment, credit and debit card payment, automatic pre-authorized payment plan, electronic funds transfer and other forms of direct or Internet payment, through us or through other service providers using processes we designate and outline in the Operations Manual. We may take Royalty Fee, product purchase and other payments you owe to us out of the automatic payments made by your customers and remit to you the balance. The companies we designate to process memberships and related payment arrangements may include companies that are affiliated with us or in which we or our owners otherwise have ownership or control. If we elect, the designated companies may charge you not more than five percent (5%) for the service and will allocate and distribute payments received to you, while delivering to us all related royalty, advertising and other fees as outlined in this Agreement and pursuant to the processes we outline in the Operations Manual.

You must designate an account at a commercial bank of your choice (the “Account”) for the payment of amounts due to us and/or our affiliates, including Royalty Fees. You must furnish us and the bank with authorizations as necessary to permit us to make withdrawals from the Account by electronic funds transfer (including the ACH Authorization Form attached as Exhibit G). On or before the tenth (10th) of each month or at another date specified by us from time to time (“Due Date”) we will transfer from the Account an amount equal to the Royalty Fees due from you based on the Gross Sales of your FunBox Business for the preceding month) as reported to us in your report or determined by us based on the records contained in the point-of-sale terminals of your FunBox Business, as well as any other fees due to us and/or our affiliates. If you have not reported Gross Sales to us, we will transfer from the Account an amount calculated in accordance with our estimate of the Gross Sales. If, at any time, we determine that you have underreported the Gross Sales of your FunBox Business, or underpaid the Royalty Fees or other amounts due to us under this Agreement or any other agreement, we shall initiate an immediate transfer from the Account in the appropriate amount in accordance with the foregoing procedure, including interest as provided in this Agreement. Any overpayment will be credited to the Account effective as of the first reporting date after the parties determine that such credit is due.

You hereby authorize your billing and payment processor to deduct from any monies it collects on your behalf the amount of all fees and payments you are obligated to pay us and to our affiliates and to pay those fees to us or to our affiliates on the due date of such fee.

We also have the right to require you to sign and deliver to us, our bank(s) and your bank, as necessary, all forms and documents that we may request to permit us to debit your account, either by check, via electronic funds transfer or other means or such alternative methods as we may designate (“Payment Methods”) for all fees and payments due to us. We may use the Payment Methods to collect Royalty Fees, advertising fees and any other amounts due to us or our affiliates on the date such amounts become due. You will notify us at least twenty (20) days before closing or changing the account against which such debits are to be made. If such account is closed or ceases to be used, you will immediately provide all documents and information necessary to permit us to debit the amounts due from an alternative account. You acknowledge that these requirements are only a method to facilitate prompt and timely payment of amounts due and will not affect any obligation or liability for amounts owed.

6.4. Security Interest. You grant us a first priority security interest in your receivables and equipment, whether now existing or hereinafter created, together with all proceeds of such assets. You authorize us to file one or more financing statements to evidence this security interest. However, we will subordinate our first priority interest to a lending institution that provides you financing for your FunBox Business.

7. OTHER FEES

7.1. Late Fee and Interest on Overdue Payments. You will pay us a late fee of sixty-five dollars (\$65) plus interest in the amount of ten percent (10%) of the overdue amount or the maximum rate allowed by law, whichever is greater, if you are late on making a payment to us.

7.2. Insufficient Funds Fee. If any payment from you does not successfully convey funds due to insufficient funds, stop payment instructions, or any similar event, you shall pay, upon demand, an insufficient funds fee equal to either (1) the greater of fifty dollars (\$50.00) or five percent (5%) of the payment amount, or (2) the maximum fee allowed by law.

7.3. Non-Compliance Fee. In the event you are, at any time during the term of this Agreement, found to not be in compliance with the terms hereof and/or the System Standards or this Agreement, you agree to pay to us one hundred dollars (\$100) the first time you are found to not be in-compliance with the System; two hundred fifty dollars (\$250) for the second time you are found to not be in-compliance with the System; and five hundred dollars (\$500) for the third and any subsequent times you are found to not be in-compliance with the System. If your non-compliance is monetary in nature, we reserve the right to notify your credit union or other banking institution that issued a loan or line of credit for the FunBox Business of your failure to comply with this Agreement. You agree that such fee and banking notification is in addition to any other rights or remedies we may have under this Agreement or at law.

We reserve the right to grant you the opportunity to cure the non-compliance prior to imposing the Non-Compliance Fee. We have the right to require any form of verification to determine non-compliance, with or without cause, including but not limited to documentation, photos, video tours, etc. and that you shall be required to furnish such verification within seventy-two (72) hours of our request. We have the right to make personal visits without notice to your FunBox Business.

8. ADVERTISING AND PROMOTION

8.1. Grand Opening Program. You agree to conduct a grand opening advertising and promotional program (“Grand Opening Program”) for your FunBox Business beginning sixty (60) days prior to your scheduled opening and ending sixty (60) days following the opening of your FunBox Business. The Grand Opening Program must target prospective customers throughout the Territory and meet the standards we establish from time to time. You must spend a minimum of five thousand dollars (\$5,000) on the Grand Opening Program. Upon request by us, you must provide us with a report itemizing the amounts you spent on the Grand Opening Program.

8.2. National Marketing Fee. We do not offer or reserve the right to establish a national or regional marketing fund.

8.3. Local Advertising.

8.3.1. If you operate an indoor FunBox Park, you must spend the greater of one thousand dollars (\$1,000) or two percent (2%) of your Gross Sales per week, whichever is greater, on local advertising and promotion in your Territory, implemented in a format and using materials and designs approved by us as your “Local Advertising”.

8.3.2. If you operate an outdoor FunBox Park, we recommend, but do not require that you spend between eight percent (8%) and twelve percent (12%) per week on local advertising and promotion during the weeks you are operational.

8.3.3. There are no territorial restrictions from accepting business from retail customers that reside or work or are otherwise based outside of your Territory if these customers contact you, but we reserve the right to implement rules and restrictions regarding soliciting such customers in the future in our Manuals or otherwise in writing.

8.3.4. You may spend any additional sums you wish on local advertising. You are permitted to use your own advertising materials, provided that you have submitted them to us for approval prior to your use and have received our written approval. You must immediately cease using any advertising materials that we deem, in our

sole discretion, inappropriate, and that we notify you of in writing. We have the right, in our discretion, to require you to submit receipts documenting this marketing activity.

8.4. Advertising Council. We have the right to require that a franchisee advisory council be formed, changed, dissolved or merged.

8.5. Promotional Campaigns. We may conduct promotional campaigns on a national or regional basis to promote products or marketing themes. You must participate in all promotional campaigns which we may establish for the region in which your FunBox Business is located.

9. BUSINESS PREMISES

9.1. Purchase and Replacement of Inflatable Components.

9.1.1. Within thirty (30) days of the Effective Date of this Agreement, you must purchase the Inflatable Park Components from our approved supplier.

9.1.2. You agree that inflatable parks have a maximum life of (a) the earlier of four (4) years from the delivery date of the park or twenty-four (24) months of actual use for an Outdoor Park or (b) twenty-four (24) months of actual use for an Indoor Park (each, the “Usable Life”). Upon expiration of the Usable Life you may request that we inspect your park. Upon our approval and upon confirmation that you have made all requested repairs, we may permit you to extend the Usable Life of the park by twelve (12) months. Upon the end of the Usable Life of the inflatable park and any extension thereof, you agree to either have the park destroyed and disposed of fully with all branding fully removed and all parts being unusable, or you agree to list the park for sale through us for a potential customer outside the United States of America. We do not guarantee that we can sell the park or the price that may be obtained. You agree that no other party can market or sell the park(s). If you accept an offer for the purchase of a park and we approve the sale of that park, you will pay any and all costs of selling and shipping the park(s) to the buyer. We reserve the right to refuse any sale for any reason. You understand that selling a park outside of this Agreement or in any way giving or lending the park in the United States of America will damage our brand and our other franchisees.

9.2. Site Acquisition. You must secure a satisfactory location and lease agreement for the FunBox Business within six (6) months of the Effective Date of this Agreement. Prior to the acquisition by lease or purchase of the site for your FunBox Business, you will submit to us such information and materials as we may require, which may include, but not be limited to, your proposed lease. We will have up to thirty (30) business days after receipt of the information and materials we requested to approve or disapprove your proposed site. No site will be deemed approved unless it has been expressly approved in writing by us by notice of site approval sent to you. Our examination and approval of the location of your FunBox Business site does not constitute a representation, guaranty or warranty, express or implied, of the successful operation or profitability of the FunBox Business operated at that location. In addition, we may require you to furnish us with a copy of the signed lease within five (5) days after its execution.

9.3. Opening. You may not initially open your FunBox Business to the public until you have completed all of your pre-opening obligations, and obtain our consent to you opening the business, including your opening date.

9.4. Relocation. You may not move or relocate your FunBox Business without our prior written consent, which consent shall not be unreasonably withheld.

9.4.1. The request for relocation must be made in writing, stating the new location, received by us at least sixty (60) days prior to the date of intended relocation. The new location must be within the Territory (as defined herein), and it may not be located within any territory we grant to any other franchisee. We will refund the relocation fee to you if we do not approve your new location.

9.4.2. Upon receipt of our approval, you must upgrade the new location to comply with all of our current specifications and construct the new premises in the manner required hereunder.

10. FRANCHISOR’S OBLIGATIONS/TRAINING

10.1. Location. We will provide you with consulting services to assist you in determining the evaluation criteria for selecting the site location for your FunBox Business.

10.2. Initial Training. We will, at our expense, provide an initial training program to educate and acquaint you with the business of operating a FunBox Business. Our initial training program will be held either online or by

telephone. The training program will include instruction on basic operating skills and other topics we select. If you have more than one Franchise Agreement with us, we may, at our option, provide this training program one (1) time for multiple agreements. The person you designate as your principal operator (whether you, if you are an individual, or one of your owners if you are an entity) (the “Principal Operator”) must attend one of the next two (2) initial training programs we offer following our acceptance of this Agreement, and before you open your FunBox Business, and successfully complete the training program. We will offer our initial training to your Principal Operator and up to four (4) managers or employees to training. If anyone other than a Principal Owner attends the training program, we will require they sign a confidentiality agreement that meets our requirement before they may attend and you must provide us a copy of that agreement. You will be responsible for travel costs, room and board, salaries, fringe benefits, and other expenses incurred by you and your employees in attending the training program. Failure by your Principal Operator to complete the training program to our satisfaction is a material breach of this Agreement and we may terminate this Agreement at our option.

10.3. Additional Required Training. We reserve the right to require that additional training programs be attended. If offered, a Principal Owner of your business must attend the training program we offer at our corporate office or in any region. You must pay any fees applicable to the training program. In addition, you must pay all travel and living expenses you and your employees incur, and we reserve the right to charge a cancellation fee if you register and either fail to attend or leave the training prior to completion.

10.4. Annual Conference. We reserve the right to host an annual conference. If we host an annual conference, a Principal Owner is required to register for, and attend our annual conference. If a Principal Owner cannot attend the conference, we will consider allowing you to transfer the registration to your Principal Operator, but to no other person. Additional representatives of yours may also attend the conference, as long as you register them and pay the then-current registration fee for their attendance. You must also pay for all travel and living expenses incurred by you and your representatives in attending the conference. If you fail to register for our annual conference, we will bill you for the “early bird” (or similar) conference fee after the conference.

10.5. Additional Training. We will make available additional training which we deem advisable to familiarize you on changes and updates in the System.

10.6. Manual. We will loan you one copy of the manual in which we describe the System operational policies, standards, requirements and practices (the “Manual”). The Manual may be loaned to you by providing you access to an electronic version of the Manual. The Manual contains mandatory and suggested specifications, standards and operating procedures that we have developed for FunBox Businesses and information relating to your other obligations. You will comply with and operate your FunBox Business in conformance with all mandatory provisions of the Manual. We have the right to revise the Manual at any time or add additional manuals. You will incorporate all revisions into the Manual, and at all times the Manual (including any additional manuals) will remain on the premises of your FunBox Business. You will not make copies of any portion of the Manual without our prior written consent. You acknowledge that the required provisions of the Manual are designed to protect our standards and systems and our Marks and to create a uniform customer experience, and not to control the day-to-day operation of your FunBox Business.

10.7. Ongoing Assistance. During the operation of your FunBox Business, we will make available to you from time to time all changes, improvements and additions to the System and all supplements and modifications to the Manual.

10.8. Nature of Assistance and Training. You agree that we are not obligated to provide any training or assistance to your particular level of satisfaction, but as a function of our experience, knowledge and judgment. You also acknowledge that we are not obligated to provide any services to you that are not set forth in this Agreement. If you believe we have failed to adequately provide any preopening services to you or to your employees, whether with respect to site selection, selection and purchase of equipment and supplies, training, or any other matter affecting the establishment of your FunBox Business, you must notify us in writing within thirty (30) days following the opening of your FunBox Business or you will be deemed to conclusively acknowledge that all pre-opening and opening services required to be provided by us were sufficient and satisfactory in your judgment, and complied with all representations made to you.

11. APPEARANCE AND OPERATION OF YOUR FUNBOX BUSINESS

11.1. The Marks and System licensed to you represent valuable goodwill distinctive of our business and reputation. We will promulgate, from time to time, standards of quality and service regarding the business operations of FunBox Businesses so as to protect the distinction and goodwill represented and symbolized by the Marks and System. You must abide by those standards and the provisions set forth below unless otherwise authorized by us in writing.

11.2. Signs. You will prominently display, at your expense, both on the interior and exterior of your premises, signs in such form, color, number, location and size, and containing such Marks as we designate. We also may require you to use illuminated signs. You will obtain all permits and licenses required for such signs and will also be responsible for ensuring that all signs comply with all laws and ordinances. You will not display in or upon your premises any sign or advertising of any kind to which we object. We reserve the right to require you to update your signage at any time at your expense.

11.3. Services. You will conform to all quality and customer service standards prescribed by us in writing, provided that the standards are not specifically set for you, but are set for our entire system, or a specific region or market in which other System businesses are operating.

11.4. Appearance and Maintenance of Premises. You will design, build and maintain the premises according to our specifications and guidelines, which may be provided in the Manual. You will paint and keep in an attractive, clean and sanitary condition the interior and exterior of your FunBox Business. All equipment will be kept in good working order and will meet our quality standards.

11.5. Approved Information System. We may designate the information system used in your FunBox Business, including the computer hardware, software, other equipment and enhancements (the "Information System"). In such event, in connection with the approved Information System, you agree to the provisions set forth below.

11.6. Billing and Payment Processing Services. We have the right to designate one or more approved vendors for billing and payment processing services. You must use the vendor that we designate (or one of the approved vendors if we designate more than one) for all your billing and payment processing. You must pay the designated vendor their customary charges for these billing and payment processing services, as well as their customary charges for all other ancillary services they provide.

Obligation to Deliver Price Lists. You will deliver to us current price lists of all goods and services you sell in, at or through your Franchise. We will have the right to rely upon the accuracy of the price lists, and may use the information to advertise, market and promote the Franchise, and the goods and services you sell. At any time, you may amend, modify or change the price list by notifying us in writing. Price changes will not be effective for a period of thirty (30) days after the notification, to enable us to modify advertising or promotional materials we use to advertise your goods or services. You will adhere to the price lists while they are effective. You may not sell any membership rights at a price less than that we specify from time to time in the Operations Manual.

Franchise Disclosure Document

ITEM 1. FINANCIAL STATEMENTS

11.7.

11.8. Indemnification. You hereby release, indemnify, and agree to hold us, our affiliates, and our respective officers, directors, employees and agents, harmless from and against any and all claims, liability, damages, or causes of action of any nature arising from, or in connection with, the installation, maintenance, operation, or any unauthorized use of the Information System and its billing and payment processing, except to the extent arising from such party's gross negligence or intentional acts.

11.9. Technology Platforms. Except as described in the Manual or otherwise in writing, we reserve the sole right to advertise the System on the Internet or sell any products or services on the Internet or any mobile or electronic application (or any current or future form of electronic platform or communication). You must participate in any Internet website, home page, web pages, electronic mail, social media sites, applications, online platforms, and other current or future forms of electronic communications that we require (collectively the "Technology Platforms"), as described in the Manual or otherwise in writing. To the extent that you may control or access any Technology Platform, the Technology Platforms must be operated and maintained by you in compliance with all provisions of this Agreement, including those regarding the use of confidential and proprietary information, as well

as any and all operating procedures, policies, standards and requirements as we may specify from time to time. You must maintain any Technology Platform you control or access in compliance with all applicable laws, rules, and regulations, including but not limited to those applicable to copyright and trademark, privacy, anti-defamation, and advertising and endorsements. You must submit all content for any Technology Platform to us for our prior written approval before using such content. You must pay us or our designee (which may be our affiliate) the then-current fees for the access to, modification of and maintenance of the Technology Platforms. We may modify, suspend, replace, discontinue or add to any Technology Platforms at any time and you must comply with such changes at your expense. We retain sole ownership of the Technology Platforms, including any domains names, content, email addresses and information stored on the Technology Platforms. Your access to the Technology Platforms will automatically terminate upon expiration or termination of this Agreement. You hereby release and agree to hold us, our officers and directors, harmless from and against any and all claims, liability, damages, or causes of action of any nature, arising from, or in connection with, the creation, operation, or maintenance of the Technology Platform, unless such liability arises out of our gross negligence or intentional acts.

11.9.1. You may not design, develop or host a website, or any web page, or use any domain name or email address containing the marks or regarding the FunBox Business other than as approved or required by us. We or our affiliates may establish and operate websites, social media accounts (such as Facebook, Twitter, Instagram, Pinterest, etc.), applications, keyword or Google AdWords purchasing programs, accounts with websites featuring gift certificates or discounted coupons (such as Groupon, Living Social, etc.), mobile applications, or other means of digital advertising on the Internet or any electronic communications network (collectively, "Digital Marketing") that are intended to promote the Proprietary Marks, your FunBox Business, and the entire network of franchised businesses. We will have the sole right to control all aspects of any Digital Marketing, including those related to your FunBox Business. Unless we consent otherwise in writing, you may not, directly or indirectly, conduct or be involved in any Digital Marketing that use the Marks or that relate to the franchised business. If we do permit you to conduct any Digital Marketing, you must (i) comply with any standards or content requirements that we establish periodically and must immediately modify or delete any Digital Marketing that we determine, in our sole discretion, is not compliant with such standards or content requirements. We may withdraw our approval for any Digital Marketing at any time. Except as approved in advance in writing by us, you may not establish or maintain a separate website, splash page, profile or other presence on the Internet. If such approval is granted by us, you must: (i) establish and operate such Internet site in accordance with System standards and any other policies we designate in the Manual or otherwise in writing from time to time; and (ii) utilize any templates that we provide to you to create and/or modify such site(s).

11.10. Compliance with Our Standards. You will operate your FunBox Business through strict adherence to any mandatory standards, specifications and policies of the System as they exist from time to time, in order to ensure compliance with the quality standards of the System. You may offer from your FunBox Business only those products and services that we approve. We have the right to change the products and services that we require you to offer from your FunBox Business at any time, without limitation. You will at all times be responsible for the conduct of the day-to-day operation of your FunBox Business and for the terms of employment for your employees.

11.10.1. You acknowledge that the mandatory standards, specifications and policies we establish are not aimed at the day-to-day operation of your business, which will solely be within your control, but are merely intended to preserve the goodwill of the System and Marks.

11.10.2. Your FunBox Business must be open for business according to the days and hours specified in the Manual, subject to applicable state laws.

11.10.3. We reserve the right to have someone conduct an inspection of your FunBox Business after you open. We will provide you a copy of the report at your request. If your FunBox Business does not receive a passing score from that visit, a new inspection will be conducted. This process will be repeated until you have received a passing score. At our option, you must pay us for a final inspection fee we establish for each failed inspection to defer any costs we incur in re-inspecting your FunBox Business after the first inspection. This fee will be payable in the manner we specify.

11.11. Compliance with Laws. You will, at your expense, comply with all applicable local, state, federal and municipal laws, ordinances, rules and regulations pertaining to the operation of your FunBox Business, including, without limitation, any and all licensing and bonding requirements, health and safety regulations, labor

and employment laws, and the Americans with Disabilities Act. You will, at your expense, consult an attorney to obtain advice with regard to compliance with all federal and state licensing laws and all other laws relating to the operation of your FunBox Business. Further, you will, at your expense, be exclusively responsible for determining the licenses and permits required by law for your FunBox Business, for filing, obtaining and qualifying for all such licenses and permits, and for maintaining all necessary licenses and permits throughout the term of this Agreement. You must comply with all laws and regulations relating to privacy and data protection and must comply with any privacy policies or data protection and breach response policies we periodically may establish. You must notify us immediately of any suspected data breach at or in connection with the FunBox Business.

11.12. Payment of Liabilities. You will timely pay all of your obligations and liabilities, including, without limitation, those due and payable to us, and to your suppliers, lessors and creditors.

11.13. Taxes. You will promptly pay all federal, state, local, and any other applicable taxes arising out of the operation of your FunBox Business. We will not be liable for these or any other taxes and you will indemnify us for any such taxes that may be assessed or levied against us which arise or result from your FunBox Business, including any taxes imposed by your state on any royalties or other amounts you are required to pay to us and our affiliates.

11.14. Personnel. You are responsible for recruiting, hiring, training, and managing employees and others to operate your FunBox Business.

11.14.1. The people you retain to work in your FunBox Business will be your agents and employees. They are not our agents or employees and we are not a joint employer of those persons. It will be up to you to determine who to retain, how many people to retain (subject to any minimum staffing requirements we may prescribe), how you compensate these people, terms of employment and working conditions for your employees, when and how to discipline the people you hire, and when and how to terminate the people you hire. However, you are required at all times to comply with all federal, state, local, and any other applicable employment laws. We will not have any duty or obligation to operate your FunBox Business, to direct your employees, to schedule your employees, or to oversee your employment policies or practices.

11.14.2. You will designate an individual to serve as the Designated Principal of your FunBox Business. The Designated Principal will devote his/her full time and best efforts to the supervision and conduct of the development and operation of your FunBox Business and, as required in this Agreement, will agree to personally be bound by confidentiality and non-competition provisions of this Agreement. The Designated Principal, and anyone owning a controlling interest in your FunBox Business if other than the Designated Principal, will complete our initial training requirements and will complete all additional training as we may reasonably designate.

11.14.3. We will offer training to your employees from time to time. We may require you to send your employees to training and require you to pay our then-current fees for providing that training. However, the fact that we may offer training to your employees does not relieve you from the primary responsibility to assure your employees are properly trained. You will be solely responsible for all wages, travel, and living expenses, and all other costs incurred by you and your employees in connection with any training or instruction that we provide.

11.15. Photographs. We will have the right to photograph and make video or digital recordings of your FunBox Business premises and your employees at all reasonable times. We will have the right to use all photographs and videos or digital recordings of your FunBox Business for such purposes as we deem appropriate, including, but not limited to, use in training, advertising, marketing and promotional materials, and as evidence in any court or arbitration proceeding, to the extent the consent of any of your employees or others is required for our use of these photographs and recordings for commercial purposes, you will use your best efforts to obtain these consents. Neither you nor your employees will be entitled to any right to be compensated by us, our advertising agencies, or other franchisees for any use of such photographs or recordings.

11.16. Ownership of Information. All of the information we or our affiliates obtain from you or about your FunBox Business, and all information in your records or ours concerning the members of your FunBox Business (“the Information”) and all revenues we derive from the Information will be our property. However, you may at any time during the term of this Agreement use in the operation of your FunBox Business (but for no other purpose), to the extent lawful and at your sole risk and responsibility, any information that you acquire from third parties in operating your FunBox Business, such as customer data. The Information (except for information you provide to us or our affiliates with respect to you and your affiliates, including your respective officers, directors, shareholders,

partners or equity members of your entity) will become our property which we may use for any reason as we deem necessary or appropriate in our discretion. You hereby authorize your payment processor to release the information to us at any time. Following termination or expiration of this Agreement, you will no longer use any of the Information, except to comply with your post-term obligations under this Agreement, and you authorize your payment processor to release the Information exclusively to us and/or our designees.

11.17. ~~Manual.~~ ~~THESE~~ You will operate your FunBox Business in accordance with all mandatory provisions of the Manual as revised from time to time. You will treat the Manual as confidential and will use all reasonable efforts to maintain the Manual as secret and confidential. You will use the Manual only in the operation of your FunBox Business. The Manual will remain our sole property. We may from time to time revise the contents of the Manual. You agree to comply with each new or changed standard. In the event of any dispute as to the contents of the Manual, the terms of the master copy of the Manual maintained by us will control. Any required specifications, standards and operating procedures described in the Manual or otherwise exist to protect our interests in the System and the Marks and to create a uniform customer experience, and not for the purpose of establishing any control or duty to take control over those matters that are reserved to you.

11.18. Visits. A representative of ours may make visits to your FunBox Business to ensure compliance with all required standards, specifications and procedures. Our representative will be allowed to inspect the condition and operation of your FunBox Business and all areas of your FunBox Business at any time during your business hours. Such inspections may include, without limitation, conducting any type of audit or review necessary to evaluate your compliance with all required payments, standards, specifications or procedures. We may, from time to time, make suggestions and give mandatory instructions with respect to your operation of your FunBox Business, as we consider necessary or appropriate to ensure compliance with the then-current quality standards of the System and to protect the goodwill and image of the System. You expressly agree that these visits will not imply that you are in compliance with your obligations under this Agreement or under the law or that we waive our right to require strict compliance with the terms of this Agreement or the Manual. Furthermore, such visits will not create any responsibility or liability in our part. If you request that we make additional visits to your FunBox Business, you will pay the fees we establish for such visits. You will also allow us to visit your FunBox Business with prospective franchisees during your business hours.

11.19. Notices of Default; Lawsuits or Other Claims. You will immediately notify us of, and deliver to us a copy of any notice regarding, a breach, default, claim, lawsuit, administrative or agency proceedings or investigations, or other actions or proceedings relating to your FunBox Business. Upon request from us, you will provide such additional information as may be required by us regarding the same.

11.20. Your Dealings with Us and Our Affiliates. You acknowledge that when we are required to perform any services for you, we may use any third parties, including affiliates of ours, to perform those services. If you are required to pay us a fee for those services, we may have you pay that fee directly to the affiliate or third party that performs the service. However, if you are not required to pay us a fee for the service, you will not be obligated to pay any parties we contract with for services that we are required to provide to you without charge under this Agreement. We and our affiliates may also receive rebates or compensation from other parties in connection with the provision of such services.

11.21. Purchases. You will purchase and offer for sale only such types, models or brands of fixtures, furniture, equipment, products, inventory, supplies and other items that we approve for FunBox Businesses as meeting our standards for quality, design, warranties, appearance, function and performance. Although we do not do so for every item, we have the right to approve the manufacturer of any item used or sold in your FunBox Business. You will not install or maintain at your FunBox Business any newspaper racks, video games, jukeboxes, gaming machines, gum machines, vending machines, video or similar devices without our, and any necessary governmental, prior written approval. We may require you, in our sole discretion, to purchase certain fixtures, furniture, equipment, inventory, supplies, services, and other items used or offered at your FunBox Business from suppliers who have been approved by us, in which case we will provide you with a list of approved suppliers.

11.21.1. You acknowledge and agree that certain products, supplies or other services, including the Information System, you may be required to purchase for use in the operation of your FunBox Business may only be available exclusively from us or our affiliates, or from other mandatory suppliers or vendors that we approve, in our sole discretion.

11.21.2. THOUGH APPROVED BY US, WE AND OUR AFFILIATES MAKE NO WARRANTY AND EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO FIXTURES, FURNITURE, EQUIPMENT (INCLUDING ~~FINANCIAL STATEMENTS~~ WITHOUT LIMITATION ANY AND ALL REQUIRED COMPUTER SYSTEMS), SUPPLIES, OR OTHER APPROVED ITEMS.

11.22. Taxes on Fees. If your state, or any governmental body in your state, charges a tax on any fee you owe to us or to our affiliates, then you are required to pay an additional amount equal to the amount of this tax. (For purpose of clarification, this does not apply to any federal or state income taxes that we or our affiliates are required to pay.)

11.23. Exclusive Use. The rights and privileges granted to you under this Agreement are personal in nature and may not be used at any location other than the Franchised Location. You do not have the right to delegate, subfranchise, or sublicense any of your rights under this Agreement. Without our written consent, you may not use the Franchised Location for any purpose other than the operation of the FunBox Business.

11.24. Proprietary Software Program. If and at such time we develop and custom design any software programs for conducting scheduling, accounting, inventory and point-of-sale functions and related activities ("Proprietary Software Program"), you, at your own expense, agree to obtain the computer hardware required to implement the Proprietary Software Program into your Restaurant, and to comply with all specifications and standards prescribed by us regarding the Proprietary Software Program, as provided in the Operating Manual or otherwise in writing. This Proprietary Software Program will be proprietary to us and Confidential Information of ours. It is possible that we might not be able to alter the Proprietary Software Program to accommodate each and every franchisee of the System, and therefore, at such time that we require the implementation of such software, you will only utilize the program as prescribed by us. At such time as we require the implementation of such Proprietary Software Program, we or our designee agree to provide ongoing service and support to you regarding the Proprietary Software Program and will lease such Proprietary Software Program to you at the then current rates published by us.

11.25. Audits. If you fail to furnish any reports we require or understate your Gross Sales by more than three percent (3%), we may charge you the understated amount plus interest at the maximum rate allowed by law, plus audit fees and related expenses we incur.

11.26. Your Participation in the Operation of the FunBox Business. If you are a business entity, while your Designated Principal must be onsite at your FunBox Business no fewer than twenty (20) hours per week, every other person who owns at least ten percent (10%) of your equity interest must be present and onsite at your FunBox Business for no fewer than twenty (20) hours per month.

12. CONFIDENTIAL INFORMATION/ IMPROVEMENTS

12.1. You acknowledge that all the information you have now or obtain in the future concerning the System and the concepts and methods of promotion franchised hereunder is derived from us pursuant to this Agreement, and that you will treat such information in confidence. You agree never to, directly or indirectly, engage in or abet the misappropriation (as the term "misappropriation" is defined in the Nevada Trade Secrets Protection Act), or the disclosure, divulgence, or distribution of all or any part of the System and the concepts and methods of promoting franchises hereunder. You will disclose such confidential information only to such of your employees as must have access to it in order to operate your FunBox Business and use it only for the operation of your FunBox Business. At our request, you will be required to deliver to us confidentiality agreements and non-compete agreements in a form satisfactory to us from your owners, the spouses of your owners, and your employees. The scope of the confidentiality agreements shall be consistent with the provisions of this Section, and the scope of the noncompete agreements shall be consistent with the provisions herein.

12.2. At your discretion, you may allow any financial institution that has loaned money to you or to your business to have access to your books and records to confirm your billings, collections, receivables, and any other financial information you have provided to the financial institution.

12.3. If you conceive or develop any improvements or additions to the System, new trade names, trade and service marks or other commercial symbols related to your FunBox Business, or any advertising and promotion

ideas related to your FunBox Business (“Improvements”), you will fully disclose the Improvements to us without disclosure of the Improvements to others, and you will obtain our written approval before using such Improvements. Any such Improvement that we approve may be used by us and all our other franchisees without any obligation to pay you royalties or similar fees. You will assign ownership of all Improvements to us, and hereby do assign, without charge, any rights, together with the goodwill associated with the Improvements, including the right to grant sublicenses to any such Improvement. We, at our discretion, may make application for and own copyrights, trade names, trademarks and service marks relating to any such Improvement. We also may consider such Improvement as our property and trade secret. We will, however, authorize you to use any Improvement authorized generally for use by our other franchisees.

12.4. Notwithstanding any other provision of this Agreement, there may be certain, limited circumstances where applicable law allows for the disclosure of certain trade secrets in limited circumstances, as specified in the Manual.

13. INSURANCE; INDEMNIFICATION

13.1. Insurance. You alone will be responsible for any claim, action, loss, damage, liability, injury or death arising out of, or relating to, the operation of your FunBox Business or arising out of, or relating to, your acts or omissions or the acts or omissions of any of your agents, employees or contractors in connection with the operation of your FunBox Business. You agree to indemnify and hold us and our affiliates and our respective officers and directors harmless against and from any and all such claims, actions, losses, liability, damages, injuries, or deaths, including costs and reasonable attorneys’ fees. You will obtain and maintain in force and pay the premiums for general liability insurance with complete operations coverage, broad form contractual liability coverage, property damage, and other insurance (including bonds) in such types as we may require (such as cyber insurance and employment practices insurance), or as required by law from time to time. We will provide minimum insurance requirements in the Operations Manual, which we may update from time to time, and which you must adhere to as updated. All such policies will have minimum limits we may prescribe from time to time, and will be with carriers who have minimum ratings that we may prescribe from time to time. Such insurance policies will expressly protect both you, us and our affiliates and our respective offices, directors and employees, and will require the insurer to defend both you and us in any action you will submit to us, within thirty (30) days of our request, any and all loss ratios or other information we request in connection with such insurance policies. You will furnish to us a copies of all insurance policies, certificates of insurance, endorsements, or other proof of insurance in the form we require, as set forth above, naming us as an additional insured, and providing that such policy will not be canceled, amended or modified except upon thirty (30) days’ prior written notice to us. At our request, you will deliver to us proof of insurance in the form we require and evidence of policy renewals at least thirty (30) business days before expiration. You will have all policies of insurance provide that the insurance company will have no right of subrogation against either party hereto or their respective agents or employees. Maintenance of the insurance requirement will not relieve you of the obligations of indemnification. If you fail to obtain or maintain in force any insurance as required by this Section or to furnish any proof of insurance required hereunder, we may (but have no obligation to), in addition to all other available remedies, obtain such insurance or certificates, and you will promptly reimburse us for all insurance premiums and other costs incurred in obtaining such insurance, including an administrative fee for our time in obtaining the coverage for you. You assume all risks in connection with the adequacy of any insurance or self-insurance program and waive any claim against us for any liability costs or expenses arising out of any uninsured claim, in full or in part, of any nature whatsoever. Your obligation to obtain and maintain these insurance policies in the minimum amounts we require is not limited in any way by reason of any insurance that we may maintain, nor does your procurement of required insurance relieve you of liability under the indemnity obligations described herein. Your insurance procurement obligations under this Section are separate and independent of your indemnity obligations. We do not represent or warrant that any insurance that you are required to purchase will provide adequate coverage for you. The requirements of insurance specified in this Agreement are for our protection. You should consult with your insurance agents, brokers, attorney or other insurance advisors to determine the level of insurance protection you need in addition to the coverages and limits we require.

13.2. Relationship; Your Indemnification. We and you are independent contractors. Neither we nor you will make any agreements, representations, or warranties in the name of or on behalf of the other or that our relationship is other than franchisor and franchisee. Neither we nor you will be obligated by or have any liability under any agreements, representations or warranties made by the other nor will we be obligated for any damages to any person or property directly or indirectly arising out of the operation of your FunBox Business. You assume sole and complete responsibility for and will defend at your own cost and indemnify, reimburse and hold harmless us, our affiliates and our respective officers and directors from and against all loss, costs, expenses, obligations and damages and liabilities (including defense costs) arising directly or indirectly out of the development or operation of your FunBox Business, including, without limitation, claims relating to your employment practices, equipment selection, and floor plan, you or your employees' actions or inactions and amounts we pay on your behalf. You will have the right to defend any such claim against you. We, using our own counsel, by notice to you, may control any matter in which we are named or directly affected, but this will not affect your liability to pay all attorneys' fees we incur in defending ourselves, which obligation is part of your indemnification obligation. The indemnities and assumptions of liabilities and obligations set forth in this Agreement will continue in full force and effect subsequent to the expiration or termination of this Agreement.

13.3. Our Indemnification. We will indemnify you against and reimburse you for any obligations or liability for damages payable to third parties and attributable to agreements, representations or warranties made by us, or caused by our negligence or willful action (so long as such obligations or liabilities are not asserted on the basis of theories such as agency, apparent agency or vicarious liability or claim of negligent failure to compel your compliance with the provisions of this Agreement, the Manual or any other agreement between you and us), and for costs reasonably incurred by you in the defense of any such claim brought against you or in any action in which you are named as a party, provided that we will have the right to participate in and, to the extent we deem necessary, to control any litigation or proceeding which might result in liability of or expense to you subject to such indemnification.

14. FINANCIAL STATEMENTS AND AUDIT RIGHTS

14.1. Books and Records. You must prepare, and must preserve for at least five (5) years from the dates of their preparation, complete and accurate books, records, and accounts, in accordance with generally accepted accounting principles, which may include a prescribed chart of accounts and/or use of a designated accounting program or platform. You must record all sales, sales tax, and any other charges collected on behalf of third parties in accordance with the procedures prescribed in the Manual on the point-of-sale system that we specify.

14.2. Sales Reports. By no later than close of business on Monday of each week, you must submit a complete and accurate report of Gross Sales for the preceding week (Monday through Sunday), and such other weekly data as we may reasonably require. We reserve the right to designate a different reporting period in the Manual.

14.3. Other Reports. In addition to the Sales Reports referenced herein, you must submit to us, at your expense, the form we prescribe:

14.3.1. Within ten (10) days after the end of each month, a statement of operating performance of your FunBox business including total revenue, total sales per category, and other revenue and information as specified in the Manual;

14.3.2. Within thirty (30) days after the end of each of your fiscal quarters, interim unaudited income statements and balance sheets; and

14.3.3. Within ninety (90) days after the end of each of your fiscal years, an income statement showing the results of your operations during such fiscal year and a balance sheet as of the end of such fiscal year, both of which must be prepared in accordance with generally accepted accounting principles.

14.4. Financial Statements. Within thirty (30) days following your fiscal year end, you will, at your own expense, provide us with copies of your financial statements (reviewed by your accountant), including an income statement for the fiscal year just ended and a balance sheet, cash flow statement, and any other document accompanying your financial statements, as of the end of such fiscal year, which financial statements will have been prepared in accordance with generally accepted accounting principles applied on a consistent basis. We will also

have the right to request other financial statements, reports and information from you during the year, and you will deliver those financial statements, reports and information to us when, and in the form and manner, we require. Also, on or before April 15 of each year, you shall provide us with a copy of your federal tax return and the federal tax returns of your owners for the previous tax year.

14.5. Review Rights. You will make all of your financial books and records available to us and our designated representatives at all reasonable times for review.

15. ASSIGNMENT AND TRANSFER OF THE FRANCHISE AGREEMENT

15.1. By Us. We may transfer or assign this Agreement or any or all of the rights, interests, benefits or obligations arising under it without restriction to any person or legal entity. You agree that we will have no liability after the effective date of the transfer or assignment for the performance of any obligations under this Agreement. You acknowledge that we can sell our assets; sell securities in a public offering or in a private placement; merge with, acquire, or be acquired by another company; or undertake a refinancing, recapitalization, leveraged buy-out, or other economic or financial restructuring, without restriction and without affecting your obligations under this Agreement.

15.2. By You. This Agreement, and your rights and obligations under it, are and will remain personal to you. As used in this Agreement, the term "Transfer" will mean any sale, lease, assignment, gift, pledge, mortgage or any other encumbrance, transfer by bankruptcy, transfer by your disability or death or by judicial order, merger, consolidation, share exchange, transfer by operation of law or otherwise, whether direct or indirect, voluntary or involuntary, of this Agreement or any interest in it, or any rights or obligations arising under it, or of any material portion of your assets used to operate your FunBox business or of any interest in you, or if you are a corporation, partnership, limited liability company or other entity, a transfer, pledge, assignment, or other disposition of direct or indirect control or ownership of twenty-five percent (25%) or more of any interest in your entity. In addition, if there are two (2) individuals signing this Agreement as Franchisee, and one (1) of those individuals is no longer involved in the ownership of your FunBox Business, the withdrawal of that person will be considered a "Transfer." A "Transfer" will also be deemed to occur when there are more than two (2) people listed as the Franchisee and there is a change in the ownership of your FunBox Business such that less than a majority of the original signers continue to have a majority interest in the equity of the business. You (and your shareholders, partners and members) will not directly or indirectly make a Transfer without our prior written consent and any transfer shall be subject to our right of first refusal, as set forth in Section 19 ("Right of First Refusal") below. Unless otherwise provided in this Agreement, we will not unreasonably withhold, delay or condition our consent to a Transfer, subject to all of the following conditions being satisfied:

15.2.1. you are in full compliance with this Agreement, you have no uncured defaults, and all your debts and financial obligations to us and our affiliates are current;

15.2.2. you provide us with all information we may require concerning the proposed transaction (including a copy of the purchase agreement and all related documents), and the proposed transferee;

15.2.3. we are satisfied that the proposed transferee (and if the proposed transferee is an entity, all holders of any interest in such entity) meets all of the requirements for our new franchisees, including, but not limited to, good reputation and character, business experience, and financial strength, credit rating and liquidity, and that the sale price is not excessive;

15.2.4. you sign a written agreement in a form satisfactory to us in which you and your investors covenant to observe all applicable post-term obligations and covenants contained in this Agreement and release us and our affiliates from any claims you may have against us, or any further obligations we may have to you;

15.2.5. the proposed transferee enters into a new franchise agreement with us, on the terms we then generally offer to new franchisees (including fees payable and size of territory); provided, however, that no new initial franchise fee will be required to be paid, and further provided that the term of that franchise agreement, unless otherwise agreed, will be the remaining term of your franchise agreement;

15.2.6. the proposed transferee agrees in writing to perform such maintenance, remodeling and re-equipping of your Franchised Location that we determine necessary to bring your Franchised Location in

compliance with our then-current standards, including any updates to your technology and security equipment that we determine necessary;

15.2.7. prior to the date of the proposed Transfer, the proposed transferee's Designated Principal successfully completes such training and instruction as we deem necessary;

15.2.8. you and all holders of an interest in you sign a general release, in the form prescribed by us, releasing, to the fullest extent permitted by law, all claims that you or any of your investors may have against us and our affiliates, including our and their respective shareholders, officers, directors and employees, in both their individual and corporate capacities;

15.2.9. prior to the Transfer and regardless of whether you or we procure the buyer, you pay us a transfer fee equal to five percent (5%) of the sales price (the "Transfer Fee"). If the transaction involves one or more FunBox business other than the location franchised under this Agreement, the transferor must also pay the Transfer Fee specified in the franchise agreement for each other FunBox business in the transaction; and

15.2.10. prior to the Transfer, you pay us a training fee of twelve thousand five hundred dollars (\$12,500) (the "Buyer Training Fee") to compensate us for training the buyer. If the transaction involves one or more FunBox business other than the location franchised under this Agreement, the transferor must also pay the Buyer Training Fee for each other FunBox business in the transaction

15.3. Additional Transfer Restrictions. We may expand upon, and provide more details related to, the conditions for transfer and our consent as described in this Section and may do so in the Manual or otherwise in writing. You consent to our releasing to any proposed transferee any information concerning your FunBox Business that you have reported to us, or that is in our files or otherwise available to us, including but not limited to financial information.

15.4. Transfers to an Entity Wholly Owned by You. If you desire to transfer this Agreement to a corporation or limited liability wholly owned by you, where the ownership and management of the FunBox Business will not change, the requirements of Section 15.2 shall apply to such a transfer; however, you will not be required to pay a Transfer Fee. Our consent also will be conditioned on the following: (1) the entity must be newly organized; (2) prior to the transfer, we must receive a copy of the documents specified in Section 15.2 and the transferee shall comply with the remaining provisions of Section 15; and (3) you must own all voting securities of the newly formed corporation (or membership interests of the newly formed limited liability company) or, if you are owned by more than one individual, each person shall have the same proportionate ownership interest in the corporation (or the limited liability company) as prior to the transfer.

15.5. Transfer Upon Death or Disability. If a transfer or assignment is caused by your death or incapacity (including the death or incapacity of any person directly or indirectly owning fifty percent (50%) or more of an interest in the entity that is the franchisee under this Agreement), your executor or personal representative must transfer the ownership interest within nine (9) months of date of death or disability. A new Operating Partner must be appointed within sixty (60) days. The provisions of this Section must be met by the heir or personal representative succeeding to your interest; provided, however, if the heir or personal representative assigns, transfers, or sells its interest in the Franchise. Nothing in this Section will be construed as prohibiting your interests from being pledged as security to an institutional lender who has provided financing to or for your FunBox Business, provided the institutional lender accepts such security interest subject to our conditions.

15.6. Our Right of First Refusal.

If, at any time during the Term of this Agreement, you receive a bona fide offer to purchase your FunBox Business (or if you are a company, partnership or other entity, the equity ownership of you), which offer you are willing to accept, you will communicate in writing to us the full terms of the offer and the name of the offeror. We have the right, exercisable within fifteen (15) days after receipt of a written request for our approval of a proposed transfer pursuant to this Section (other than a transfer to immediate family members of your owners who meet our operational and financial criteria for new franchisees), to purchase the interest proposed to be transferred. The request for approval of transfer must include a true and complete copy of the term sheet, letter of intent, proposed purchase agreement, assignment document, or any other document necessary to implement the transfer, and not be subject to financing or any other contingencies. Our fifteen (15) day period for determining whether or not to exercise our right of first refusal will not begin until the transferor has provided all information and documentation that we require in a form and substance satisfactory to us. We may assign this right of first refusal to a third party

in our sole discretion. If we desire to exercise our right of first refusal, we will do so by providing written notice (the “Purchase Notice”) to the transferor, as follows:

15.6.1. If the transfer is proposed to be made pursuant to a sale, we may purchase the interest proposed to be transferred on the same financial terms and conditions offered by the third party. Closing on our purchase will occur within fifteen (15) days after the date of the transferor’s receipt of the Purchase Notice. If the consideration, terms, and/or conditions offered by the third party are such that we may not reasonably be required to furnish the same consideration, terms, and/or conditions, then we may purchase the interest proposed to be sold for the reasonable equivalent in cash. If, within fifteen (15) of the transferor’s receipt of the Purchase Notice the parties cannot agree as to the reasonable equivalent in cash consideration, an independent appraiser will be appointed by mutual agreement and the determination of the appraiser will be binding. Any material change in the terms of the offer from a third party after we have elected not to purchase the interest sought to be transferred will constitute a new offer subject to the same rights of first refusal by us as in the case of the third party’s initial offer.

15.6.2. If the transfer is proposed to be made by gift, you and we will jointly designate, at our expense, an independent appraiser to determine the fair market value of the interest proposed to be transferred. We may purchase the interest at the fair market value determined by the appraiser. Closing on the purchase will occur within fifteen (15) days after our notice to the transferor of the appraiser’s determination of fair market value.

15.6.3. Our failure to exercise our right of first refusal shall not constitute approval of the proposed transfer nor a waiver of any other provision of this Section with respect to a proposed transfer. If we do not exercise our right of first refusal, you or your owners may complete the sale to such offeror pursuant to and on the exact terms of such offer, subject to our consent to the transfer as provided herein, provided that if the sale to such offeror is not completed within sixty (60) days after receipt of our notice of our decision not to exercise our right of first refusal, or if there is a material change in the terms of the offer, you must promptly notify us, and we will have an additional right of first refusal (on the terms of the revised offer, if any, and otherwise as set forth herein) during the thirty (30) day period following your notification of the expiration of the sixty (60) day period or the material change to the terms of the offer.

15.7. Securities Offering. All materials for a public offering of stock or partnership interests in you or any of your affiliates that are required by federal or state law shall be submitted to us for review as described below before such materials are filed with any government agency. Any materials to be used in any exempt offering shall be submitted to us for such review before their use. You agree that: (1) no offering by you or any of your affiliates may imply (by use of the Marks or otherwise) that we are participating in an underwriting, issuance, or offering of your securities or your affiliates; (2) our review of any offering shall be limited solely to the relationship between you and us (and, if applicable, any of your affiliates and us); and (c) we will have the right, but not obligation, to require that the offering materials contain a written statement that we require concerning the limitations stated above. You (and the offeror if you are not the offering party), your owners, and all other participants in the offering must fully indemnify us, our subsidiaries, affiliates, successor, and assigns, and their respective directors, officers, shareholders, partners, agents, representatives, servants, and employees in connection with the offering. For each proposed offering, you agree to pay us a non-refundable fee of ten thousand dollars (\$10,000) or such greater amount as is necessary to reimburse us for our reasonable costs and expenses (including legal and accounting fees) for reviewing the proposed offering as well as any subsequent or periodic documents needed in connection with your securities offering (e.g., quarterly or annual filings). You agree to give us written notice at least thirty (30) days before the date that any offering or other transaction described in this Section commences. Any such offering shall be subject to all of the other provisions of this Section; and further, without limiting the foregoing, it is agreed that any such offering shall be subject to our approval as to the structure and voting control of the offeror (and you, if you are not the offeror) after the financing is completed.

15.8. Nonconforming Transfers Void. Any purported assignment or transfer that is not in compliance with this Section will be null and void and will constitute a material breach of this Agreement, for which we may terminate this Agreement without opportunity to cure pursuant to Section 19.2 below. Our consent to a transfer will not constitute a waiver of any claims we may have against the transferor, nor will it be deemed a waiver of our right to demand exact compliance by the transferor, transferee or you with any of the terms of this Agreement.

15.9. Acknowledgement of Restrictions. You acknowledge and agree that the restrictions imposed on transfers are reasonable and necessary to protect the goodwill associated with the System and the Marks, as well as

our reputation and image, and are for the protection of us, you, and all other franchisees that own and operate FunBox Businesses.

16. OUR TERMINATION RIGHTS

16.1. Without Notice. You will be considered in breach of this Agreement and we may, at our option, terminate this Agreement, without affording you any opportunity to remedy the breach, effective upon delivery of notice of termination to you, following the occurrence of any of the following events:

16.1.1. You are liquidated or dissolved;

16.1.2. You or any of your owners make an unauthorized transfer as defined under this Agreement;

16.1.3. You or any of your owners are proven to have engaged in fraudulent conduct, or are convicted of, or plead guilty or no contest to a felony or a crime involving moral turpitude, or any other crime or offense that we believe is reasonably likely to have an adverse effect on the System, the Marks or the goodwill associated therewith;

16.1.4. You are given three (3) or more notices of being in material violation of any of the terms or requirements of this Agreement within any twelve (12) month period, whether or not such defaults are timely cured after notice;

16.1.5. You misuse or make any unauthorized use of the Marks and do not cease such misuse or unauthorized use within twenty-four (24) hours after receiving notice from us;

16.1.6. You, by act or omission, materially impair the value of, or the goodwill associated with, any of the Marks or the System;

16.1.7. On more than two occasions fail to report monthly Revenue on time, understate monthly Revenue by more than two percent (2%);

16.1.8. Make or have made any material misrepresentation or misstatement on the franchise application or with respect to ownership of the Franchise. If you misrepresented yourself and you are a competitor of ours or a competitor of an affiliate of ours, we may keep the entire initial franchise fee, cancel training, and terminate this Agreement.

16.1.9. Allow the Franchise or FunBox Business to be seized, taken over, or foreclosed by a creditor, lienholder, or lessor; let a final judgment against you to remain unsatisfied for thirty days (unless a supersedeas or other appeal bond is filed); or allow a levy of execution upon the Franchise or upon any property used in the Franchise, that is not discharged by means other than levy within five days of the levy;

16.1.10. Are convicted of a felony or a sex crime, are required to register as a sex offender, have been convicted of a crime of moral turpitude, are on probation or parole, or are convicted of any criminal misconduct relevant to the operation of the Franchise;

16.1.11. Within a period of ten days after notification of noncompliance, fail to comply with any federal, state, or local law or regulation applicable to the operation of the Franchise;

16.1.12. Operate the Franchise in a manner that creates an imminent danger to public health or safety;

16.1.13. Attempt to unilaterally repudiate this Agreement or the performance or observance of any of its terms, conditions, covenants, provisions or obligations by any conduct evidencing your intention to no longer comply with or be bound by this Agreement;

16.1.14. Specifically, if you operate an indoor FunBox Park:

16.1.14.1. You fail to construct, remodel, and commence operating your FunBox Business within twelve (12) months from the Effective Date of this Agreement;

16.1.14.2. The premises for your FunBox Business is not constructed strictly according to the plans we have approved, and you do not remedy the deficiencies within thirty (30) days after notice from us;

16.1.14.3. You fail to operate for five (5) consecutive days (unless prevented from so by fire, flood, or acts of nature), or otherwise abandon your FunBox Business, or forfeit the right to do or transact business in the jurisdiction where your FunBox Business is located, or lose the right to possession of the premises in which your FunBox Business operates;

16.1.15. Specifically, if you operate an outdoor FunBox Park:

16.1.15.1. you fail to operate for at least twelve (12) weeks during any calendar year;

16.1.15.2. you fail to commence operating your FunBox Business within fifteen (15) months from the Effective Date of this Agreement.

16.2. With Notice and Opportunity to Remedy. Except for those breaches provided for under Section 16.1 above, you will be in breach of this Agreement for any failure to maintain or comply with any of the terms, covenants, specifications, standards, procedures or requirements imposed by this Agreement or any other agreement you or any of your affiliates have with us or with any of our affiliates, or in any Manual, policy or procedure statement or other written document provided by us, or to carry out the terms of this Agreement in good faith. Before we terminate this Agreement as a result of such breaches, we will provide you with thirty (30) days written notice of your breach. If the breaches specified in such notice are not remedied within the thirty (30) day period (either by you or by any financial institution that has loaned money to you or to your business), we may terminate this Agreement upon the expiration of the thirty (30) day period without further notice. Such breaches will include, without limitation, the occurrence of any of the following events:

16.2.1. You fail, refuse or neglect to order the Inflatable Park Components for your FunBox Park within thirty (30) days of the Effective Date of this Agreement;

16.2.2. You fail, refuse, or neglect to promptly pay when due any monies owing to us, our affiliates or to other creditors you have, or to submit the financial or other information required under this Agreement;

16.2.3. A threat or danger to public health or safety results from the construction, maintenance, or operation of the FunBox Business;

16.2.4. You sell non-approved products or services; or

16.2.5. You, by act or omission in connection with the operation of your FunBox Business, permit a continuing violation of any applicable law, ordinance, rule, or regulation of a governmental body; provided, however, that if such act or omission damages the goodwill associated with the System or the Marks, we will have the right to terminate this Agreement if you do not cure such default within twenty-four (24) hours after notice from us.

16.3. Applicable Law. If the provisions of this Section are inconsistent with applicable law, the applicable law will apply.

16.4. Pre-termination Options. Prior to the termination of this Agreement, if you fail to pay any amounts owed to us or our affiliates, fail to comply with any term of this Agreement, or notify us that your FunBox Business is closing, then in addition to our right to terminate this Agreement or to bring a claim for damages, we have the option to:

16.4.1. Prohibit you from selling products and services;

16.4.2. Remove the listing of your FunBox Business from all advertising published or approved by us;

16.4.3. Cease listing your FunBox Business on any Technology Platforms;

16.4.4. Prohibit you from attending any meetings or programs held or sponsored by us;

16.4.5. Terminate your access to any computer system or software we own, maintain, or license to you (whether licensed by us or by one of our affiliates);

16.4.6. Suspend all services we or our affiliates provide to you under this Agreement or otherwise; and/or

16.4.7. Contact your landlord(s), lender(s), suppliers and customers regarding the status of your operations, and provide copies of any default or other notices to your landlord(s), lender(s) and suppliers.

16.5. Our Continuing Rights. Our actions, as outlined in this Section may continue until you have brought your accounts current, cured any default, and complied with our requirements, and we have acknowledged the same in writing. The taking of any of the actions permitted in this Section will not suspend or release you from any obligation that would otherwise be owed to us or our affiliates under the terms of this Agreement or otherwise. Further, you acknowledge that the taking of any or all such actions on our part will not deprive you of the most essential benefits of this Agreement and will not constitute a constructive termination of this Agreement.

17. YOUR TERMINATION RIGHTS

You may terminate this Agreement if we violate any material obligation to you and fail to cure such violation within sixty (60) days after our receipt of written notice from you; provided, however, that you must be in compliance with the Agreement at the time of giving each notice and at the time of termination. Your written notice

of our alleged violation must identify the violation, demand that it be cured, and indicate your intent to terminate this Agreement if it is not cured.

18. YOUR OBLIGATIONS UPON TERMINATION OR EXPIRATION

18.1. Your Obligations upon Termination or Expiration. Upon termination or expiration of this Agreement, all rights granted to you under this Agreement will terminate, the franchise will revert to us, you specifically authorize us to contact your payment processor and cancel any agreement you may have with that payment processor, and you will have the obligations set forth below, which obligations survive the expiration or termination of this Agreement, along with any other provisions of this Agreement which by their nature may or are to be performed following expiration or termination of this Agreement:

18.1.1. You will immediately cease to operate the business franchised under this Agreement, and will not thereafter, directly or indirectly, represent to the public or hold yourself out as a franchisee of the System with respect to such business.

18.1.2. You will immediately and permanently cease to use, in any manner whatsoever, all confidential information, approved Information System and related software, methods, procedures and techniques used by or associated with the System, and the Marks and distinctive forms, slogans, signs, symbols, logos and devices associated with the System, as well as any name, mark, symbol, logo or slogan similar to any of the Marks. You will also specifically authorize us to physically remove any signage bearing any of the Marks that you may fail to remove. Further, if we elect to remove such signage, you will, upon demand, reimburse us for any costs we incur in doing so.

18.1.3. You will immediately return to us the Manual, all copies or excerpts thereof, and any property held or used by you that is owned by us and will cease to use, and either destroy or convey to us, all signs, advertising materials, displays, stationery, forms and any other materials that bear or display the Marks.

18.1.4. You will take such actions as may be necessary to cancel any assumed name or similar registration that contains the Mark “FunBox” or any other Mark, and will immediately and permanently refrain from and cease all use of the Marks “FunBox”, “FunBox Amusement Park”, “World’s Biggest Bounce Park!”, “FunBox JumpPark”, and “FunBox City” or any other Mark on or in any Technology Platforms and cancel any Technology Platform you control as we direct. You agree and acknowledge that your continued use of the Marks after the expiration or termination of this Agreement will be without our consent and will constitute an “exceptional case” under federal trademark law (15 U.S.C. § 1117) entitling us to recover treble damages, costs and attorneys’ fees.

18.1.5. You will, within ten (10) days after termination or expiration of this Agreement, make such modifications and alterations to your FunBox Business premises as may be necessary to distinguish the appearance of the premises from all attributes of the System and will make such specific additional changes thereto as we may request. You agree that, at a minimum, such modifications will include: (i) removal of all signage; (ii) alteration of the color scheme and decor; and (iii) discontinuation of the use of any item containing any of the Marks.

18.1.6. Within five (5) days after termination, you will pay to us all amounts owed to us under this Agreement, including the Royalty Fees that would be due through the date this Agreement was scheduled to expire. Further, if this Agreement is terminated for any reason other than as a result of a material breach of this Agreement by us that is not cured within thirty (30) days following notice from you, such sums will include all damages, costs, and expenses, including reasonable attorneys’ fees, incurred by us as a result of the default and the termination. You agree that until such obligations are paid in full, you hereby grant us a lien against any and all of the personal property, furnishings, equipment, signs, fixtures and inventory owned by you and located on your FunBox Business premises on the date this Agreement terminates or expires and authorize us to file financing statements and other documents we deem appropriate to perfect such lien.

18.1.7. If requested by us, you will take all further action and execute all documents necessary to convey and assign to us all telephone numbers that have been used in the operation of your FunBox Business, except for your personal cellular telephone numbers, as well as any other registrations or listings for any Technology Platforms that include the Marks or if we do not so request, you will cease all use of such telephone numbers and Technology Platforms that include the Marks.

18.1.8. You will comply with the covenants contained in this Agreement, including, but not limited to, the covenants not to compete and the covenants not to disclose trade secrets or confidential information.

18.1.9. We may, if you fail or refuse to do so, execute in your name and on your behalf, any and all actions and/or documents that may be necessary to affect your obligations under Sections 16.4 and 16.7, and you hereby irrevocably appoint us as your attorney in fact to do so, which appointment is coupled with an interest.

18.1.10. You will furnish us with written evidence, including but not limited to receipts, invoices, and other relevant documents, satisfactory to us of compliance with all the obligations set forth in this Section within thirty (30) days after termination or expiration of this Agreement.

18.2. Our Right to Purchase. Upon expiration or termination of this Agreement, we have the option, upon fifteen (15) days' written notice from the date of expiration or termination, to purchase from you all or any portion of the tangible and intangible assets relating to the FunBox Business, including your FunBox Business premises if you own the FunBox Business premises (excluding any unsalable inventory, cash, short-term investments and accounts receivable) (collectively, the "Purchased Assets") and to an assignment of your lease for (1) the FunBox Business premises (or, if an assignment is prohibited, a sublease for the full remaining term under the same provisions as your lease) and (2) any other tangible leased assets used in operating the FunBox Business. We may assign to a third party this option to purchase and assignment of leases separate and apart from the remainder of this Agreement.

18.2.1. The purchase price for the assets of the FunBox Business will be the "Book Value" (as defined below) of the Purchased Assets. "Book Value" means the net book value of the Purchased Assets, as disclosed in the last statement of your FunBox Business provided to us before termination or expiration, provided, however, that: (1) each depreciable asset will be valued on a "straight-line" basis without provision for salvage value; (2) we may exclude from the Purchased Assets any products or other items that were not acquired in compliance with this Agreement; and (3) we may exclude from Book Value any provision for goodwill or similar value attributable to intangible property. If we are not satisfied with the accuracy or fairness of any financial statements, or none has been submitted, our regularly employed firm of certified public accountants will determine (by audit) the Book Value. We and you will equally bear the cost of the audit. The results of the audit will be final and binding on both parties.

18.2.2. The purchase price, as determined above, will be paid in cash at the closing of the purchase, which will occur no later than fifteen (15) days after we deliver notice of our election to purchase the assets of your FunBox Business, unless Book Value is determined by audit, in which case the closing will occur within a reasonable time, not to exceed fifteen (15) days, after the results of the audit are made available. At the closing, you will deliver documents transferring good and merchantable title to the assets purchased, free and clear of all liens, encumbrances and liabilities to us or our designee and such other documents we may reasonably request to permit us to operate your FunBox Business without interruption. We may set off against and reduce the purchase price by all amounts you owe to us or any of our affiliates. If we exercise our option to purchase your FunBox Business, we may, pending the closing, appoint a manager to maintain your FunBox Business operations.

18.2.3. If we assume any leases for the premises for your FunBox Business or if we assume the leases for other tangible leased assets used in your FunBox Business under this Section, you will pay, remove or satisfy any liens or other encumbrances on your leasehold interests and will pay in full all amounts due the lessor under the leases existing at or prior to assumption. We are not liable for any obligation you incur before the date we assume any leases.

19. YOUR COVENANTS NOT TO COMPETE

19.1. During Term. You will not, directly or indirectly, during the term of this Agreement, on your own account or as an employee, consultant, partner, officer, director, shareholder or member of any other person, firm, entity, partnership, corporation or company, own, operate, lease to or lease from, franchise, engage in, be connected with, have any interest in, or assist any person or entity engaged in owning, operating, or managing any Competitive Business, wherever located, whether within the Territory or elsewhere.

19.2. After Expiration, Termination, or Transfer. You will not, directly or indirectly for a period of two (2) years after the transfer by you, or the expiration or termination of this Agreement, on your own account or as an employee, consultant, partner, officer, director, shareholder, lender, or joint venturer of any other person, firm, entity, partnership, corporation or company, own, operate, lease to or lease from, franchise, conduct, engage in, be connected with, have any interest in or assist any person or entity in a Competitive Business, which is located within

the Territory or within a one hundred (100) mile radius of any FunBox business, whether owned by us, our affiliates, or a franchisee, wherever located, whether within the Territory or elsewhere.

19.3. Reasonableness. You agree that the scope of the prohibitions set forth in Sections 17.1 and 17.2 are reasonable and necessary to protect us and the System (including other franchisees of the System). You agree that the prohibitions in Section 17.1 must be very broad in order to prevent you from taking information, materials and training we are providing to you on an ongoing basis and using them to either compete with us, or preempt or otherwise restrict our ability to enter new markets. You agree that the time period and the scope of the prohibitions set forth in Section 17.2 are the reasonable and necessary time and distance needed to protect us if this Agreement expires or is terminated for any reason. You also agree that you have many other opportunities available to earn a living, and that these restrictions will not preclude you from engaging in a lawful trade or business for which you otherwise have training or experience.

19.4. Exception. The purchase of a publicly traded security of a corporation engaged in a competitive business or service will not in itself be deemed violative of this Section so long as you do not own, directly or indirectly, more than five percent (5%) of the securities of such corporation.

19.5. Relief. You agree that damages alone cannot adequately compensate us if there is a violation of these noncompetitive covenants and that injunctive relief is essential for our protection. You therefore agree that in case of your alleged breach or violation of this Section, we may seek injunctive relief, in addition to all other remedies that may be available to us at equity or law. You agree that we are not required to show any actual or threatened harm and that we are not required to furnish a bond or other security. In addition, if you violate the non-competition restriction herein, the period of time during which the restriction will remain in effect and be extended until two (2) years after you cease violating the restriction.

20. ENFORCEMENT

20.1. Injunctive Relief/Attorneys' Fees. We and you will each be entitled to the entry of temporary restraining orders and temporary and permanent injunctions to (i) enforce your and our rights to terminate this Agreement for the causes set forth in Paragraphs 15 and 16 of this Agreement and (ii) prevent or remedy a breach of this Agreement if that breach could materially impair the goodwill associated with our or your business, including but not limited to, the enforcement of obligations upon termination of this Agreement and the enforcement of the non-compete provisions of this Agreement. You and we will also be entitled to the entry of temporary restraining orders and temporary and permanent injunctions enforcing these provisions. If we are successful in obtaining an injunction, or any other judicial relief or order from an arbitrator against you, or in successfully defending any claim you have brought against us, you will pay us an amount equal to all of our costs of prosecuting and/or defending the action, including reasonable attorneys' fees, costs of investigation, court and arbitration costs, and other litigation or arbitration expenses and interest on such costs. Your and our respective rights to obtain injunctive or other equitable relief is in addition to any other right we or you may have under this Agreement. It will in no way limit or prohibit us from obtaining money damages from you if you breach this Agreement.

20.2. Mediation. Except where it is necessary for either you or us to obtain equitable relief to preserve the goodwill of our respective businesses (including, but not limited to, the enforcement of obligations upon termination of this Agreement and the covenants not to compete contained in this Agreement), you and we each agree to enter into mediation of all disputes involving this Agreement or any other aspect of the relationship between us, for a minimum of eight (8) hours, prior to initiating any legal action or arbitration against the other.

20.2.1. Upon written notice by either you or us, to the other, of your or our desire to mediate, the party receiving the notice will select an independent entity that provides mediation services to serve as mediator in the proceeding. If the party receiving the notice of intent to mediate does not name such an organization within ten (10) days from the date the notice of intention to mediate is received, then the other party may proceed as if this Section did not exist, or, at its option, make the selection of the organization to provide mediation services. If you or we select an organization that is unwilling to serve as mediator, then the other party may select the organization. Once the organization is designated and agrees to accept the appointment as mediator, the organization will be directed to schedule a mediation proceeding at a time mutually convenient to us and to you. The mediation will be held within thirty (30) days following receipt by the mediation organization of notification that its services are requested.

If you and we cannot agree on a date for mediation, then the mediation organization will select a date it believes is reasonable for both of us, given all of the claimed conflicts in dates. The person actually mediating the dispute will be required to have at least ten (10) years of experience as either a franchisee or franchisor (or as an officer of such an entity) or in franchise law. You and we will equally share the cost of the mediator. The mediator will select the location for the mediation unless you and we both agree otherwise. The mediation will be held either virtually or, if in person, in Las Vegas, Nevada.

20.2.2. Except for the matters identified above where you or we are permitted to seek injunctive relief without first mediating the dispute, if either party initiates litigation or arbitration without complying with their obligation to mediate in accordance with this paragraph (unless the other party has failed to respond on a timely basis or has indicated it will not engage in mediation in accordance with the provisions of this Section), then upon petition of whichever of us has a lawsuit or arbitration proceeding brought against us, the court or arbitrator will dismiss the litigation or arbitration without prejudice, and award attorneys' fees and costs to the party seeking dismissal in an amount equal to the attorneys' fees and costs the party seeking dismissal incurred. If the court or arbitrator refuses for any reason to dismiss the action, then regardless of the outcome of the action, or of any award given in the action, the party initiating the litigation or arbitration will be responsible for all attorneys' fees and costs incurred throughout the litigation or arbitration by the other party as damages for failing to comply with the provisions of this Section.

20.3. Litigation or Arbitration.

20.3.1. During the pendency of any arbitration proceeding, you and we will fully perform the requirements of this Agreement.

20.3.2. All proceedings will be individual proceedings between you and us, and will not be conducted on a "class" basis, or include any other of our franchisees as named parties unless you and we each agree.

20.3.3. If, after either you or we institute a proceeding, one or the other asserts a claim, counterclaim or defense, the subject matter of which, under statute or current judicial decision, is non-arbitrable for public policy reasons, the party against whom the claim, counterclaim or defense is asserted may elect to proceed with the arbitration of all arbitrable claims, counterclaims or defenses or proceed to litigate all claims, counterclaims or defenses in a court having competent jurisdiction.

20.4. Waiver of Punitive Damages. We and you (and your owners and guarantors if applicable) agree to waive, to the fullest extent permitted by law, any right to, or claim for, any punitive or exemplary damages against the other and against any affiliates, owners, employees, or agents of the other and agree that in the event of a dispute between us, each of us will be limited to the recovery of any actual damages sustained by it.

20.5. Venue. We and you (and your owners and guarantors if applicable) each agree that if litigation is permitted under this Agreement, the sole forum for litigation arising under this Agreement, or any aspect of the relationship between us (even if additional parties are named as parties to that litigation) will be the state or federal courts of the county in which our principal office is located. The sole and exclusive venue for those actions shall be the United States District Court for the District of Nevada. You and we each waive any objection you or we may have to either the jurisdiction or the venue of such court (except to the extent jurisdiction is preempted by the arbitration provisions of this Agreement), and you and we each consent to personal jurisdiction and venue in such court. However, if we are permitted to seek injunctive relief under this Agreement, we may, at our option, bring that action in the county in which your FunBox Business is located.

20.6. Jury Waiver. YOU AND WE EACH WAIVE THE RIGHT TO A TRIAL BY JURY. This waiver applies to all causes of action that are or might be included in any such action, including claims related to the enforcement or interpretation of this Agreement, allegations of state or federal statutory violations, fraud, misrepresentation or similar causes of action and it applies even if persons that are not a party to this Agreement are named as additional parties in the proceeding.

20.7. Waiver of Collateral Estoppel. The parties agree they should each be able to settle, mediate, litigate, arbitrate, or compromise disputes in which they are involved with third parties, without having those disputes directly affect the contract or relationship between us. We and you therefore each agree that a decision of an arbitrator or court of law to which one of us is not a party will not prevent the person that was a party to such action from making similar arguments, or taking similar positions, in any action between us. You and we therefore each

waive the right to assert that principles of collateral estoppel prevent either you or us from raising any claim or defense in an action between us if either you or we lost a similar claim or defense in another action.

20.8. No Affiliate Liability. No past, present or future director, officer, employee, incorporator, member, partner, stockholder, subsidiary, affiliate, controlling party, entity under common control, ownership or management, vendor, service provider, agent, attorney or representative of ours or of any of our affiliates will have any liability for (i) any obligations or liabilities we have relating to or arising from this Agreement, or (ii) any claim against us based on, in respect of, or by reason of, the transactions contemplated in this Agreement. This provision will not, however, affect any right, duty or obligation of ours or yours, or of any guarantor of your obligations.

21. MISCELLANEOUS

21.1. Unpaid Amounts. Any unpaid amounts owed by you to us or any of our affiliates including any Royalty Fee, advertising fees and product purchases will bear interest at the rate of one and one half percent (1.5%) per month or the maximum rate permitted by law, whichever is less. You must reimburse us and our affiliates for all costs incurred in the collection of unpaid amounts, including attorneys' fees.

21.2. Severability. All provisions of this Agreement are severable and this Agreement will be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein and partially valid and enforceable provisions will be enforced to the extent valid and enforceable. You and we will substitute a valid and enforceable provision for any specification, standard, operating procedure, rule or other obligation of either of us, which is determined to be invalid or unenforceable and is not waived by the other party. Such modifications to this Agreement will be effective only in such jurisdiction and will be enforced as originally made and entered into in all other jurisdictions.

21.3. Cumulative Rights. Except as otherwise set forth in this Agreement, our and your rights under this Agreement are cumulative and no exercise or enforcement of any right or remedy under this Agreement will preclude the exercise or enforcement of any other right or remedy under this Agreement or which we or you are entitled by law to enforce.

21.4. No Implied Third-Party Beneficiaries. Except as explicitly provided to the contrary herein, nothing in this Agreement is intended or will be deemed to confer any rights or remedies on any person or legal entity other than you, your owner(s), us, and our affiliates.

21.5. Best Interests of System. Whenever we exercise a right and/or discretion to take or withhold an action, or to grant or decline to grant you a right to take or withhold an action, except as otherwise expressly provided in this Agreement, we can make our decision or exercise our discretion on the basis of our judgment of what is in our best interests. "Best interests" includes what we believe to be the best interests of the System at the time the decision is made or the right or discretion is exercised, even though (1) there may have been other alternative decisions or actions that could have been taken; (2) our decision or the action taken promotes our own financial interest; or (3) our decision or the action may apply differently to different franchisees and/or to any FunBox business that we or our affiliates operate. In the absence of an applicable statute, we will have no liability to you for any such decision or action. If applicable law implies a covenant of good faith and fair dealing in this Agreement, we and you agree that the covenant will not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement.

21.6. Governing Law. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Section 1051 et seq.) and the Federal Arbitration Act, this Agreement, the franchise relationship, and any disputes arising therefrom will be governed by the laws of the State of Nevada. You waive, to the fullest extent permitted by law, the rights and protections that might be provided through the laws of any state relating to franchises or business opportunities, other than those of the state in which your FunBox Business is located.

21.7. Disavowal of Oral Representations. You and we acknowledge that we want all terms of our business relationship to be defined in this written agreement, and that neither of us wants to enter into a business relationship with the other in which any terms or obligations are subject to any oral statements or in which oral statements serve as the basis for creating rights or obligations different than or supplementary to the rights and obligations as set forth in this Agreement. Therefore, you and we agree that this Agreement will supersede and

cancel any prior and/or contemporaneous discussions between us. We each agree that we placed, and will place, no reliance on any such discussions. You agree that no representations have been made to you concerning this Agreement or the System other than as contained in this Agreement and in the Franchise Disclosure Document you received before you signed this Agreement (the “FDD”). You agree that no claims, representations or warranties of earnings, sales, profits, or success of your FunBox Business have been made to you other than as set forth in Item 19 of the FDD.

21.8. Approvals. Wherever our consent or approval is required in this Agreement, unless the provision specifically indicates otherwise, we have the right to withhold our approval in our discretion, for any reason, or for no reason. When the terms of this Agreement specifically require that we not unreasonably withhold our approval or consent, if you are in default or breach under this Agreement, any withholding of our approval or consent will be considered reasonable. Our approvals and consents will not be effective unless given in writing.

21.9. Interpretation. It is the desire and intent of you and us that the provisions of this Agreement be enforced to the fullest extent possible under the applicable laws and public policies. Therefore, if any provision of this Agreement is determined by a court or arbitrator to be invalid or unenforceable, that determination will apply only to the operation of that provision in the particular proceeding in which the determination is made. We and you agree that if any provision of this Agreement is capable of two (2) constructions, one of which would render the provision illegal or otherwise voidable or unenforceable and the other of which would render the provision valid and enforceable, the provision will have the meaning that renders it valid and enforceable. The language of all provisions of this Agreement will be construed simply according to its fair meaning and not strictly against you or us.

21.10. Waiver. Except as otherwise provided in this Section, neither of us will be deemed to have waived any obligation of the other, or to have agreed to any modification of this Agreement, unless we have done so in writing, and the writing is signed by the person giving the waiver or agreeing to the modification. However, you agree that you will give us immediate written notice of any claimed breach or violation of this Agreement as soon as possible after you have knowledge, or determine, or are of the opinion, that there has been a breach or violation by us of this Agreement. If you fail to give written notice to us of any claimed misrepresentation, violation of law, or breach of this Agreement within one (1) year from the date you have knowledge, determine, are of the opinion, or become aware of facts and circumstances reasonably indicating, that you may have a claim against us or against any of our affiliates under any state law, federal law, or common law, then the misrepresentation, violation of law, or breach will be considered to have been condoned, approved and waived by you, and you will be barred from beginning any legal, arbitration, or other action against us or against our affiliates, or from instituting any counterclaim against us or our affiliates, for the misrepresentation, violation of law, or breach, or from using the alleged act or omission as a defense to any action we may maintain against you.

21.11. Time. Time is of the essence to this Agreement.

21.12. Counterparts. This Agreement may be signed in counterparts, each of which will be considered as an original.

21.13. Entire Agreement. The preambles are a part of this Agreement. This Agreement, together with its exhibits, constitutes the entire agreement between you and us with respect to your FunBox Business and any other aspect of the relationship we have with you, and cannot be amended except by a written agreement signed by you and us. This Agreement also supersedes all prior agreements and negotiations we have had with you related to your acquisition of this franchise or your and our rights and obligations. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made to you in the FDD.

21.14. Headings and Terms. The headings of the Sections hereof are for convenience only and do not define, limit or construe the contents of such Sections. The term “you” as used herein is applicable to one or more persons, a corporation, a partnership or limited liability company, and each of their respective owners, as the case may be, and the singular usage includes the plural and the masculine and neuter usages include the other and the feminine. If more than one person executes this Agreement for you, then your obligations are joint and several.

21.15. Patriot Act. You represent and warrant that to your actual and constructive knowledge: (i) neither you (including your directors, officers and managers), nor any of your affiliates, or any funding source for your FunBox Business, are identified on the list at the United States Treasury’s Office of Foreign Assets Control (OFAC); (ii) neither you nor any of your affiliates are directly or indirectly owned or controlled by the government

of any country that is subject to an embargo imposed by the United States government; (iii) neither you nor any of your affiliates are acting on behalf of the government of, or is involved in business arrangements or other transactions with, any country that is subject to such an embargo; (iv) neither you nor any of your affiliates are on the U.S. Department of Commerce Denied Persons, Entities and Unverified Lists, the U.S. Department of State's Debarred Lists, or on the U.S. Department of Treasury's Lists of Specialty Designated Nationals, Specialty Designated Narcotics Traffickers or Specialty Designated Terrorists, as such lists may be amended from time to time (collectively, the Lists); (v) neither you nor any of your affiliates, during the term of this Agreement, will be on any of the Lists; and (vi) during the term of this Agreement, neither you nor any of your affiliates will sell products, goods or services to, or otherwise enter into a business arrangement with, any person or entity on any of the Lists. You agree to notify us in writing immediately upon the occurrence of any act or event that would render any of these representations incorrect.

21.16. Personal Guaranty. All of your owners (if you are a corporation, partnership, limited liability company or partnership, or other entity) will sign the personal guaranty agreement in the form attached to this Agreement (the "Guaranty Agreement"). Any person or entity that at any time after the Effective Date of this Agreement becomes an owner of yours will, as a condition of becoming an owner, sign the Guaranty Agreement.

22. NOTICES

Any and all notices required or permitted under this Agreement will be in writing and will be deemed to have been duly given upon the earlier of (i) when received (or first rejection); (ii) one (1) business day after placement with a reputable national overnight carrier; or (iii) three (3) business days after deposit (not including the day of deposit), if placed in the mail for delivery by certified mail, postage pre-paid, and, in the cases of clauses (ii) or (iii), addressed to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

<u>Notice to us:</u>	<u>FunBox Franchise, LLC</u> <u>2510 East Sunset Road, Suite 5-400</u> <u>Las Vegas, NV 89120</u> <u>Attn: Laurence Hallier</u>
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<u>Notice to You:</u>	<u>See Rider</u>
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23. FORCE MAJEURE

If the performance of any obligation by any party under this Agreement is prevented, hindered or delayed by reason of any natural disaster, strike, pandemic, lock-out or other industrial disturbance, war (declared or undeclared), riot, epidemic, fire or other catastrophe, act of any government or other third party or any other cause not within the control of the party affected thereby (a "Force Majeure" event) that cannot be overcome by reasonable commercial measures, the parties shall be relieved of their respective obligations (to the extent that the parties, having exercised best efforts, are prevented, hindered or delayed in such performance) during the period of such Force Majeure. The party whose performance is affected by an event of Force Majeure shall give prompt written notice of such Force Majeure event to the other party by setting forth the nature thereof and an estimate as to its duration. Your inability to obtain financing for any reason shall not constitute an event of Force Majeure.

24. ACKNOWLEDGEMENTS

24.1. Independent Investigation. You acknowledge that you have conducted an independent investigation of the business franchised under this Agreement, and recognize that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon your ability as an independent businessperson.

24.2. Franchise Agreement. You acknowledge that you have received, read, and understood this Agreement and that we have fully and adequately explained the provisions of it to your satisfaction and that we have accorded you time and opportunity to consult with advisors of your own choosing about the potential benefits and risks of entering into this Agreement.

24.3. Other Franchises. You acknowledge that other franchisees of the System have or will be granted franchises at different times and in different situations, and further acknowledge that the provisions of such franchises may vary substantially from those contained in this Agreement. You also acknowledge that because complete and detailed uniformity under varying circumstances may not be practical, there may be variations we grant to our other locations (whether franchised, or centers that we or our affiliates operate), and you will not be entitled to require us to grant similar variations or privileges to you.

24.4. Statements, Promises and Assurances. By signing this Agreement, you acknowledge that neither we, FunBox Franchise, LLC, nor any of our officers, employees or agents (including any franchise broker) has made a statement, promise or assurance to you concerning any matter related to the franchise (including those regarding advertising, marketing, training, support service, assistance provided by us, and actual, average, projected or forecasted sales, revenues, income, profits or earnings of the franchise business) that is contrary to, or different from, the information contained in the FDD. Your decision to purchase the franchise has not been influenced by any oral representations, assurances, warranties, guarantees or promises whatsoever made by us or any of our officers, employees or agents (including any franchise broker), including as to the likelihood of success of the franchise.

24.5. Terrorism. By signing this Agreement, you acknowledge and warrant that neither you nor any of your employees, agents, or representatives, nor any other person or entity associated with you, is now, or has been: (i) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism; or (ii) is owned or controlled by terrorists or sponsors of terrorism. You warrant that you are now, and have been, in compliance with U.S. anti-money laundering and counter-terrorism financing laws and regulations, and that any funds provided by you to the Franchisor were legally obtained in compliance with these laws. You further covenant that neither you nor any of your employees, agents, or representatives, nor any other person or entity associated with you, will, during the term of the Franchise Agreement, become a person or entity described above or otherwise become a target of any anti-terrorism law.

25. CERTIFICATION OF FRANCHISOR'S COMPLIANCE

By signing this Agreement, Franchisee acknowledges the following:

INITIAL

25.1. Franchisee understands all the information in the Franchise Disclosure Document.

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

25.3. That no person acting on Franchisor's behalf made any statement or promise regarding the costs involved in operating a FunBox franchise that is not in the Disclosure Document or that is contrary to, or different from, the information in the Disclosure Document.

25.4. That no person acting on Franchisor's behalf made any claim or representation to Franchisee, orally, visually, or in writing, that contradicted the information in the Disclosure Document.

25.5. That no person acting on Franchisor's behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money Franchisee may earn,

or the total amount of revenue a FunBox business will generate, that is not in the Disclosure Document or that is contrary to, or different from, the information in the Disclosure Document.

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

25.7. Franchisee understands that this Agreement contains the entire agreement between Franchisor and Franchisee concerning the FunBox Business, which means that any oral or written statements not set out in this Agreement will not be binding. In deciding to enter into this Agreement, Franchisee is not relying on any statement, promise, claim, or representation not expressly set forth in this Agreement or in the Disclosure Document.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

FunBox Franchise, LLC

FRANCHISEE: If a corporation, partnership, or limited liability company, print name of business entity on the line below:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Notice Address: 2510 East Sunset Road, Suite 5-400, Las Vegas, NV 89120

Date: _____

Notice Address: _____

If Franchisee is one or more individuals:

(Print Name)

Date: _____

(Print Name)

Date: _____

Notice Address: _____

ATTACHMENT A TO THE FRANCHISE AGREEMENT

FRANCHISE INFORMATION

For: _____

- 1. Effective Date: _____
- 2. Franchisee: _____
- 3. Franchisee Owners' State(s) of Residence: _____
- 4. Type of FunBox Park: _____ Outdoor _____ Indoor
- 5. State(s) in which the FunBox Business will be operated: _____
- 6. Franchised Location: _____

If no location has been determined at the time this Franchise Agreement has been executed, then the Franchised Location shall be within the following area, provided the exact location shall be subject to our review and approval:

_____.

If the above-named location specifies a location yet to be determined, we reserve the right to sell franchises, and grant territories to others who will operate FunBox Businesses in and around the above-described location. You may then be required to choose a final location outside of any territory given to any other franchisee, and that territory may be outside of the city or areas identified above. Should this happen, you would have to obtain our review and approval for a new location. Likewise, if you choose to move your final address at any time, or if the location set forth above, or any other location we agree upon, becomes unavailable for any reason, it is your obligation to select a new location, and to obtain our approval of that location before you acquire the site, or obtain any rights in the location.

7. Territory: _____

8. Ownership: Franchisee represents and warrants that any entity to which this Agreement will be transferred will have the initial ownership set forth below, and that no changes will be made in such ownership without the prior written approval of Franchisor:

<u>Name</u>	<u>Address</u>	<u>Percentage Owned</u>

9. Designated Principal: _____

10. Initial Franchise Fee: _____

11. Address for notice to you: _____

IN WITNESS WHEREOF, we and you have signed this Agreement as of the Effective Date set forth above.

Franchisor: _____ Franchisee: _____

FunBox Franchise, LLC

By: _____ By: _____

Print Name: _____ Print Name: _____

Its: _____ Its: _____

Date: _____ Date: _____

ATTACHMENT B TO THE FRANCHISE AGREEMENT

PERSONAL GUARANTY

In consideration of the execution of the Franchise Agreement (the "Agreement") between FunBox Franchise, LLC ("we" or "us") and _____ (the "Franchisee"), dated _____, and for other good and valuable consideration, the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby become surety and guarantor for the payment of all amounts and the performance of the covenants, terms and conditions in the Agreement, to be paid, kept and performed by the Franchisee, including without limitation the dispute resolution provisions of the Agreement.

Further, the undersigned, individually and jointly, hereby agree to be personally bound by each and every condition and term contained in the Agreement and agree that this Personal Guaranty will be construed as though the undersigned and each of them executed a Franchise Agreement containing the identical terms and conditions of the Agreement.

The undersigned waive (1) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (2) protest and notice of default to any party respecting the indebtedness or nonperformance of any obligations hereby guaranteed; and (3) any right they may have to require that an action be brought against the Franchisee or any other person as a condition of liability; and (4) notice of any changes permitted by the terms of the Agreement or agreed to by the Franchisee.

In addition, the undersigned hereby consents and agrees that: (1) the undersigned's liability will not be contingent or conditioned upon our pursuit of any remedies against the Franchisee or any other person; (2) such liability will not be diminished, relieved or otherwise affected by the Franchisee's insolvency, bankruptcy or reorganization, the invalidity, illegality or unenforceability of all or any part of the Agreement, or the amendment or extension of the Agreement with or without notice to the undersigned; and (3) this Personal Guaranty will apply in all modifications to the Agreement of any nature agreed to by Franchisee with or without the undersigned receiving notice thereof.

It is further understood and agreed by the undersigned that the provisions, covenants and conditions of this Personal Guaranty will inure to the benefit of our successors and assigns.

PERSONAL GUARANTORS:

_____ Individually
_____ Individually

_____ Print Name _____ Print Name

ATTACHMENT C TO THE FRANCHISE AGREEMENT

LEASE RIDER

This Lease Rider is made and entered into as of _____ by and among FunBox Franchise, LLC, a Nevada limited liability company ("Franchisor"), _____, a _____ ("Tenant/Operator") and _____, a _____ ("Landlord").

RECITALS

Tenant/Operator and Landlord desire to enter into a lease (the "Lease") pursuant to which Tenant/Operator will occupy and finish the premises located at _____ (the "Premises") for use and operation of a FunBox Park (the "FunBox Park") authorized under a Franchise Agreement to be executed between Franchisor and Tenant/Operator prior to the opening of the FunBox Park (the "Franchise Agreement"). As a condition to Franchisor's approval of the Premises as the location for the FunBox Park, the Tenant/Operator is required under the Franchise Agreement to execute this Lease Rider along with the Landlord and Franchisor.

NOW, THEREFORE, in consideration of the mutual undertakings and commitments set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

(1) During the term of the Franchise Agreement, the Premises shall be used only for the operation of the FunBox Park.

(2) Landlord consents to Tenant/Operator's use and display of such proprietary marks (the "Proprietary Marks") and signs, decor items, color schemes, plans, specifications and related components of the FunBox system (the "System") as Franchisor has prescribed, and may in the future prescribe, for the FunBox Park. Landlord affirms that the Lease does not prohibit the service of any menu items of the current System, based on the menu provided to Landlord.

(3) Landlord agrees to send Franchisor conformed, legible copies of any and all letters and notices sent to Tenant/Operator pertaining to the Lease and the Premises at the same time that such letters and notices are sent to Tenant/Operator.

(4) Franchisor shall have the right, and Landlord consents to allow Franchisor, to enter the Premises during hours when the Premises is available for tenant entry to make any modification or alteration necessary to protect the FunBox Park, the System and Proprietary Marks or to cure any default under the Franchise Agreement, or under the Lease, without being guilty of trespass or any other crime or tort.

(5) In the event of Tenant/Operator's default under the Lease, Franchisor may, but has no obligation, to cure the default. Franchisor shall make this determination within thirty (30) days after Franchisor receives notice of the Lease default from Landlord. If Franchisor elects to cure the default, Franchisor shall cure the default within thirty (30) days of such election or, if the default cannot be reasonably cured within such thirty (30) day period, then Franchisor shall commence and proceed to act diligently to cure the default within such time as is reasonably necessary to cure the default.

(6) Franchisor has an option to acquire the FunBox Park from Tenant/Operator if the Franchise Agreement expires or terminates. If Franchisor exercises the option, it will notify Landlord when it notifies Tenant/Operator. If Franchisor so exercises its option, or makes a different arrangement with Tenant/Operator to acquire the FunBox Park, then Landlord shall permit Tenant/Operator to assign the Lease to Franchisor or to Franchisor's affiliated assignee or designee as successor-in-interest ("Successor") to Tenant/Operator, which shall be obligated to assume Tenant/Operator's obligations under the Lease. Successor shall attorn to Landlord under the Lease and Landlord shall attorn to and agree not to disturb the tenancy of Successor. In such event Successor shall assume Tenant/Operator's occupancy rights, rights under any renewal or purchase options, and the right to sublease the Premises, for the remainder of the term of the Lease including any applicable renewal periods.

(7) Landlord hereby consents to such assignment and agrees not to impose or assess any assignment fee or similar charge or increase or accelerate rent under the Lease in connection with such assignment or require Successor to pay any rent or other financial obligation of Tenant/Operator to Landlord arising prior to the assignment. Landlord agrees to look solely to the Tenant/Operator and its guarantors for any rents or other financial obligations owed to Landlord arising prior to such assignment. Landlord and Tenant/Operator acknowledge that Franchisor is not a party to the Lease and shall have no liability under the Lease, unless and until the Lease is assigned to, and assumed by Franchisor as Successor.

(8) Notwithstanding anything contained in this Lease Rider and in the Lease, Successor is expressly authorized, without the consent of the Landlord, to sublet the Leased Premises to an authorized System franchisee, provided such subletting is specifically subject to the terms of the Lease and further provided the franchisee expressly assumes in writing all obligations of the Lease. Franchisor agrees to notify Landlord as to the name of the franchisee within ten (10) business days after such subletting.

(9) Tenant/Operator shall not assign the Lease or renew or extend the term thereof without the prior written consent of Franchisor.

(10) Landlord and Tenant/Operator shall not amend or otherwise modify the Lease in any manner that could materially affect any of the foregoing without the prior written consent of Franchisor.

(11) This Lease Rider will supersede any conflicting terms of the Lease.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Lease Rider as of the date first above written.

FRANCHISOR

FunBox Franchise, LLC

By: _____

Name: _____

Title: _____

TENANT/OPERATOR

By: _____

Name: _____

Title: _____

LANDLORD

~~By: ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.~~

FunBox Franchise, LLC

Profit and Loss

April - July, 2023

	TOTAL
Income	
Discounts given	-5,236.00
Franchise Fee Income	250,000.00
Franchise Materials Income	161,534.00
Franchise Royalty Income	166,599.93
Services	4,514.16
Total Income	\$577,412.09
Cost of Goods Sold	
Cost of goods sold	
Franchisee Materials - COGS	214,194.00
Supplies & materials - COGS	-12,837.25
Total Cost of goods sold	201,356.75
Franchise Broker	155,000.00
Shipping	-20,330.25
Total Cost of Goods Sold	\$336,026.50
GROSS PROFIT	\$241,385.59
Expenses	
Accrued Expenses	16,675.00
Advertising & marketing	71,802.20
Social media	8,910.00
Total Advertising & marketing	80,712.20
Broker Fees	-11,025.00
Business Expense Reimbursement	900.27
Franchise Sales Commission Expense	48,812.50
General business expenses	450.94
Bank fees & service charges	800.00
Square Fees	1,735.16
Total General business expenses	2,986.10
Legal & accounting services	
Legal Fees	65,000.00
Total Legal & accounting services	65,000.00
Office expenses	
Software & apps	360.83
Total Office expenses	360.83
Payroll expenses	
Salaries & wages	6,701.65
Total Payroll expenses	6,701.65
Professional Fees	14,591.17
QuickBooks Payments Fees	1,566.98

Accrual Basis Tuesday, August 8, 2023 10:42 AM GMT-07:00

1/2

FunBox Franchise, LLC

Profit and Loss

April - July, 2023

	TOTAL
Rent	10,932.03
Building & land rent	664.44
Total Rent	11,596.47
Travel	4,500.00
Airfare	6,750.00
Hotels	11,918.93
Total Travel	23,168.93
Utilities	
Electricity	95.92
Total Utilities	95.92
Total Expenses	\$262,143.02
NET OPERATING INCOME	\$ -20,757.43
NET INCOME	\$ -20,757.43

FunBox Franchise, LLC

Balance Sheet As of July 31, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
PERFBUS CHK (7300) - 1	234,038.33
Total Bank Accounts	\$234,038.33
Accounts Receivable	
Accounts Receivable (A/R)	93,219.67
Total Accounts Receivable	\$93,219.67
Other Current Assets	
Inventory Asset	0.00
Inventory Asset - Franchise Trailers	66,500.00
Inventory Franchisee Materials	82,788.05
Loan to Hallier Investments	26,041.61
Loan to Ice Rink Rentals LLC	0.00
Payments to deposit	0.00
Total Other Current Assets	\$175,329.66
Total Current Assets	\$502,587.66
Fixed Assets	
Tools, machinery, and equipment	16,537.50
Vehicles	38,151.93
Total Fixed Assets	\$54,689.43
TOTAL ASSETS	\$557,277.09
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	0.00
Total Accounts Payable	\$0.00
Other Current Liabilities	
Deferred Contact Costs, Current	-555,000.00
Deferred Revenue	1,110,000.00
Loan to FBF	-36,299.93
Loan to FBF - Rent	30,315.56
Loan to Giant Inflatables	-4,402.89
Loans from Hallier Investments (HI)	393,641.75
Payroll Services Payable to Hallier Investments	173,918.79
Total Other Current Liabilities	\$1,112,173.28
Total Current Liabilities	\$1,112,173.28
Total Liabilities	\$1,112,173.28

FunBox Franchise, LLC

Balance Sheet As of July 31, 2023

	TOTAL
Equity	
Member Equity Funbox Holdings	150,000.00
Opening balance equity	0.00
Retained Earnings	-612,975.17
Shareholders' equity	
Contributions	1,261,376.41
Distributions	-1,332,540.00
Total Shareholders' equity	-71,163.59
Net Income	-20,757.43
Total Equity	\$ -554,896.19
TOTAL LIABILITIES AND EQUITY	\$557,277.09



FUNBOX FRANCHISE, LLC

FINANCIAL STATEMENTS
WITH INDEPENDENT AUDITOR'S REPORT
MARCH 31, 2023, AND 2022



FUNBOX FRANCHISE, LLC

Table of Contents

	<u>Page</u>
Independent auditor's report.....	3
Balance sheets.....	5
Statements of operations.....	6
Statements of cash flows.....	7
Statements of member's equity.....	8
Notes to the financial statements.....	9



Independent Auditor's Report

To the Members
FunBox Franchise, LLC
Las Vegas, Nevada

Opinion

We have audited the accompanying financial statements of FunBox Franchise, LLC, which comprise the balance sheets as of March 31, 2023, and 2022, and the related statements of operations, member's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of FunBox Franchise, LLC as of March 31, 2023, and 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events considered in the aggregate that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

Kezar J Dunbar

St. George, Utah
July 11, 2023

FUNBOX FRANCHISE, LLC
BALANCE SHEETS
As of March 31, 2023 and 2022

Assets	2023	2022
Current assets		
Cash	\$ 683,831	\$ 151,150
Accounts receivable	54,682	-
Inventory	154,938	-
Deferred contract costs	555,000	-
Total current assets	<u>1,448,451</u>	<u>151,150</u>
Property and equipment	38,152	-
Total assets	<u><u>\$ 1,486,603</u></u>	<u><u>\$ 151,150</u></u>
 Liabilities and Member's Equity (Deficit)		
Accrued expenses	16,675	-
Deferred revenue, current	1,110,000	-
Total current liabilities	<u>1,126,675</u>	<u>151,150</u>
Loan from affiliate	560,912	-
Total long-term liabilities	<u>560,912</u>	<u>151,150</u>
<hr/>		
Total liabilities	<u>1,687,587</u>	<u>-</u>
Member's equity	(200,984)	151,150
Total liabilities and member's equity	<u><u>\$ 1,486,603</u></u>	<u><u>\$ 151,150</u></u>

The accompanying notes are an integral part of these financial statements.

FUNBOX FRANCHISE, LLC
STATEMENTS OF OPERATIONS
For the years ended 2023 and 2022

	2023	2022
Franchise fees	\$ 45,000	\$ -
Royalty income	34,682	-
Operating revenue	\$ 79,682	\$ -
Operating expenses		
Cost of goods sold	5,470	-
Broker fees	22,500	-
Operating profit	51,712	-
General and administrative	506,079	2,350
Advertising & Marketing	121,114	-
Rent	30,401	-
Professional fees	21,419	-
Total operating expenses	679,013	2,350
Net loss	\$ (627,301)	\$ (2,350)

The accompanying notes are an integral part of these financial statements.

FUNBOX FRANCHISE, LLC
STATEMENTS OF CASH FLOWS
For the years ended 2023 and 2022

	2023	2022
Cash flows from operating activities:		
Net loss	\$ (627,301)	\$ (2,350)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Changes in operating assets and liabilities:		
Accounts receivable	(54,682)	-
Inventory	(154,938)	-
Deferred contract costs	(555,000)	-
Accrued expenses	16,675	-
Deferred revenue	1,110,000	-
Net cash used by operating activities	(265,246)	(2,350)
Cash flows from investing activities		
Property and equipment	(38,152)	-
Net cash used by investing activities	(38,152)	-
Cash flows from financing activities		
Loan from affiliate	560,912	-
Member contributions	1,307,707	153,500
Member distributions	(1,032,540)	-
Net cash provided by financing activities	836,079	153,500
Net change in cash and cash equivalents	532,681	151,150
Cash and cash equivalents at beginning of period	151,150	-
Cash and cash equivalents at end of period	\$ 683,831	\$ 151,150
Supplemental disclosures of cash flow:		
Cash paid for interest and taxes	\$ -	\$ -

The accompanying notes are an integral part of these financial statements.

FUNBOX FRANCHISE, LLC
STATEMENTS OF MEMBER'S EQUITY
 For the years ended 2023 and 2022

Balance at March 1, 2021	\$	-
Member distributions		-
Member contributions		153,500
Net loss		(2,350)
Balance at March 31, 2022	<u>\$</u>	<u>151,150</u>
Member distributions		(1,032,540)
Member contributions		1,307,707
Net loss		(627,301)
Balance at March 31, 2023	<u>\$</u>	<u>(200,984)</u>

The accompanying notes are an integral part of these financial statements.

FUNBOX FRANCHISE, LLC
NOTES TO THE FINANCIAL STATEMENTS
MARCH 31, 2023 AND 2022

(1) Nature of Business and Summary of Significant Accounting Policies

(a) Nature of Business

FunBox Franchise, LLC (the “Company”) was formed on March 15, 2021, as FunBox Franchise, LLC in the state of Nevada as a limited liability company for the principal purpose of conducting franchise sales, marketing, and management. The Company grants qualified franchisees the right to own and operate a large outdoor bounce park. Although the Company was formed in 2021, they did not begin franchising operations until 2022.

The company uses the accrual basis of accounting, and their accounting period is the 12-month period ending March 31 of each year.

(b) Accounting Standards Codification

The Financial Accounting Standards Board (“FASB”) has issued the FASB Accounting Standards Codification (“ASC”) that became the single official source of authoritative U.S. generally accepted accounting principles (“GAAP”), other than guidance issued by the Securities and Exchange Commission (SEC), superseding existing FASB, American Institute of Certified Public Accountants, emerging Issues Task Force, and related literature. All other literature is not considered authoritative. The ASC does not change GAAP; it introduces a new structure that is organized in an accessible online research system.

(c) Use of Estimates

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

(d) Reclassification

Certain items in the prior year have been reclassified to conform to the current year’s presentation.

(e) Cash and Cash Equivalents

Cash equivalents include all highly liquid investments with maturities of three months or less at the date of purchase. As of March 31, 2023, and 2022, the Company had cash and cash equivalents of \$683,831 and \$151,150.

(f) Accounts Receivable

Accounts receivable are recorded for amounts due based on the terms of executed franchise agreements for franchise sales, royalty fees, and upon provision/shipment and invoicing of services or products from the Company’s offices. Accounts receivable are recorded at the invoiced amount and do not bear interest although a finance charge may be applied to such receivables that are past the due date. The allowance for doubtful accounts is the Company’s best estimate of the amount of probable credit losses in the Company’s existing accounts receivable. The Company determines the allowance based on historical collections, customers’ current creditworthiness, age of the receivable balance both individually and in the aggregate, and general economic conditions that may affect the customer’s ability to pay. All account balances are reviewed on an individual basis. Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. When recoveries of receivables previously charged off are made, they are recognized as income when payment is received. The Company concluded that all of the receivables were fully collectible as of March 31, 2023, and 2022; consequently, no allowance for doubtful accounts has been established. Accounts receivable as of March 31, 2023, and 2022 were \$54,682 and \$0, respectively.

FUNBOX FRANCHISE, LLC
NOTES TO THE FINANCIAL STATEMENTS
MARCH 31, 2023 AND 2022

(g) Inventory

Inventory consists of bounce house materials such as socks, banners, flags, etc. and is measured at the lower of cost or net realizable value. The cost of inventory is determined based on the first-in, first out method. Inventory as of March 31, 2023, and 2022 was \$154,938 and \$0, respectively.

(h) Property and Equipment

Property and equipment are stated at historical cost and are depreciated using the straight-line method over the estimated useful lives of related assets. The useful lives generally range 5-7 yrs.

(i) Long Lived Assets

Long-lived assets, such as property and equipment, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. The recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized for the difference between the carrying amount of the asset and the fair value of the asset.

(j) Revenue Recognition

The Company's revenues consist of fees from franchised locations operated by conventional franchisees. Revenues from franchisees consist of initial franchise fees and royalties based on a percentage of gross revenues.

On January 1, 2021, the Company adopted ASC 606, *Revenue from Contracts with Customers* using the modified retrospective method. This method allows the standard to be applied retrospectively through a cumulative catch-up adjustment recognized upon adoption. As such, comparative information in the Company's financial statements has not been restated and continues to be reported under the accounting standards in effect for those periods. Management determined that the effect of adopting ASC 606 did not have a material effect on the Company's financial statements.

ASC 606 provides that revenues are to be recognized when control of promised goods or services is transferred to a customer in an amount that reflects the considerations expected to be received for those goods or services. In implementing ASC 606, the Company evaluated all revenue sources using the five-step approach: identify the contract, identify the performance obligations, determine the transaction price, allocate the transaction price, and recognize revenue.

For each franchised location, the Company enters into a formal franchise agreement that clearly outlines the transaction price, which includes an initial franchise fee, ongoing royalties, and the Company's performance obligations.

Upon evaluation of the five-step process, the Company has determined that this standard does not impact the recognition of royalties, which are based on a percentage of gross revenue and recognized at the time the underlying sales occur. ASC 606 does have an effect on the process management uses to evaluate the recognition of the initial franchise fees and equipment package fees.

In allocating the transaction price and recognizing the revenue associated with initial franchise fees, the Company has elected to adopt the practical expedient for private company franchisors outlined in ASC 952-606, *Franchisors—Revenue from Contracts with Customers*. The practical expedient allows franchisors to account for pre-opening services as a single distinct performance obligation. These pre-opening services include the following:

FUNBOX FRANCHISE, LLC
 NOTES TO THE FINANCIAL STATEMENTS
 MARCH 31, 2023 AND 2022

- Assistance in the selection of a site
- Assistance in obtaining facilities and preparing the facilities for their intended use, including related financing, architectural, and engineering services, and lease negotiation
- Training of the franchisee’s personnel or the franchisee
- Preparation and distribution of manuals and similar material concerning operations, administration, and record keeping
- Bookkeeping, information technology, and advisory services, including setting up the franchisee’s records and advising the franchisee about income, real estate, and other taxes about local regulations affecting the franchisee’s business
- Inspection, testing, and other quality control programs

(k) Income Taxes

The Company is structured as a limited liability company under the laws of the state of Nevada. Accordingly, the income or loss of the Company will be included in the income tax returns of the members. Therefore, there is no provision for federal or state income taxes.

The Company follows the guidance under Accounting Standards Codification (“ASC”) Topic 740, Accounting for Uncertainty in Income Taxes. ASC Topic 740 prescribes a more-likely-than-not measurement methodology to reflect the financial statement impact of uncertain tax positions taken or expected to be taken in the tax return. If the taxing authorities were to disallow any tax positions taken by the Company, additional income taxes, if any, would be imposed on the member rather than the Company. Accordingly, there would be no effect on the Company’s financial statements.

The Company’s income tax returns are subject to examination by taxing authorities for a period of three years from the date they are filed. As of March 31, 2023, the 2022 tax year was subject to examination.

(l) Advertising Costs

The Company expenses advertising costs as incurred. Advertising expenses for the period ending March 31, 2023, and 2022 were \$121,114 and \$0 respectively.

(m) Financial Instruments

For certain of the Company’s financial instruments, including cash and cash equivalents, accounts receivable, and accounts payable, the carrying amounts approximate fair value due to their short maturities. The amounts shown for notes payable also approximate fair value because current interest rates and terms offered to the Company for similar debt are substantially the same.

(n) Concentration of Risk

The Company maintains its cash in bank deposit accounts that at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risks on cash or cash equivalents.

(2) Property and Equipment

Property and equipment consist of the following as of March 31, 2023, and 2022:

	2023	2022
Vehicles	\$ 39,405	\$ -

FUNBOX FRANCHISE, LLC
NOTES TO THE FINANCIAL STATEMENTS
MARCH 31, 2023 AND 2022

Less: Accumulated depreciation	(1,253)	-
Property and equipment, net	\$ 38,152	\$ -

Depreciation expense for the years ended March 31, 2023, and 2022 was \$1,253 and \$0 respectively.

(3) Franchise Agreements

The Company's franchise agreements generally provide for a payment of initial franchise fees as well as continuing royalty fees to the Company based on a percentage of sales. Under the franchise agreement, franchisees are granted the right to operate a location using the FunBox system for a period of five years. Under the Company's revenue recognition policy, franchise fees and any corresponding commissions are recognized when the franchisee begins operations. For any franchisees that have not met the criteria for revenue recognition as of year-end, the Company defers both the revenues and commissions. All locations that are expected to begin operations within the following year are categorized as current, while all others are classified as non-current.

The Company has estimated the following current and non-current portions of deferred contract costs as of March 31, 2023, and 2022:

	2023	2022
Deferred contract costs, current	\$ 555,000	\$ -
Deferred contract costs, non-current	-	-
	\$ 555,000	\$ -

The Company has estimated the following current and non-current portions of deferred revenue as of March 31, 2023, and 2022:

	2023	2022
Deferred revenue, current	\$ 1,110,000	\$ -
Deferred revenue, non-current	-	-
	\$ 1,110,000	\$ -

(4) Related Party Transactions

The Company is related to Giant Inflatable Systems, LLC by common ownership. The Company received cash inflows and paid expenses on behalf of Giant Inflatable Systems, LLC. The net cash inflows from Giant Inflatables were converted to an owner contribution in the amount of \$1,307,707 as of March 31, 2023. No amounts were due to Giant Inflatables as of March 31, 2022. Additionally, Hallier Investments, LLC, an affiliate entity, made advances and paid expenses on behalf of the Company. As of March 31, 2023, and 2022, the loan payable to Hallier Investments LLC, was \$560,912 and \$0, respectively. The loan from Hallier Investments, LLC bears no interest and there is no payment plan in place for repayment of the loan.

(5) Commitments and Contingencies

The Company may be subject to various claims, legal actions and complaints arising in the ordinary course of business. In accounting for legal matters and other contingencies, the Company follows the guidance in ASC Topic 450 Contingencies, under which loss contingencies are accounted for based upon the likelihood of incurrence of a liability. If a loss contingency is "probable" and the amount of loss can be reasonably estimated, it is accrued. If a loss contingency is "probable" but the amount of loss cannot be reasonably estimated, disclosure is made. If a loss contingency is "reasonably possible," disclosure is made, including the potential range of loss, if determinable. Loss contingencies that are "remote" are neither accounted for nor disclosed.

FUNBOX FRANCHISE, LLC
NOTES TO THE FINANCIAL STATEMENTS
MARCH 31, 2023 AND 2022

In the opinion of the management, all matters of this kind, or involving such amounts of unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

(6) Subsequent Events

Management has reviewed and evaluated subsequent events through July 11, 2023, the date on which the financial statements were issued.

~~Exhibit B~~

to the Franchise Disclosure Document

~~NAMES AND ADDRESSES~~ _____

Name: _____

Title: _____

EXHIBIT B
FINANCIAL STATEMENTS



FUNBOX FRANCHISE, LLC

FINANCIAL STATEMENTS

WITH INDEPENDENT AUDITOR'S REPORT

December 31, 2023, AND 2022



FUNBOX FRANCHISE, LLC

Table of Contents

	<u>Page</u>
Independent auditor’s report.....	3
Balance sheets	5
Statements of operations.....	6
Statements of cash flows	7
Statements of member’s equity	8
Notes to the financial statements	9



Independent Auditor's Report

To the Members
FunBox Franchise, LLC
Las Vegas, Nevada

Opinion

We have audited the accompanying financial statements of FunBox Franchise, LLC, which comprise the balance sheets as of December 31, 2023, and 2022, and the related statements of operations, member's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of FunBox Franchise, LLC as of December 31, 2023, and 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events considered in the aggregate that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

Kezas J. Dunlay

St. George, Utah
March 19, 2024

FUNBOX FRANCHISE, LLC
BALANCE SHEETS
As of December 31, 2023 and 2022

Assets	2023	2022
Current assets		
Cash	\$ 112,341	335,884
Accounts receivable	465,495	-
Inventory	131,465	3,200
Deferred contract costs	574,773	107,500
Prepaid expenses	36,988	-
Total current assets	1,321,062	446,584
Property and equipment, net	62,113	-
Total assets	\$ 1,383,175	\$ 446,584
Liabilities and Member's Deficit		
Credit card payable	36,486	-
Deferred revenue	1,149,545	215,000
Total current liabilities	1,186,031	215,000
Loan from affiliate	430,360	237,147
Total long-term liabilities	430,360	237,147
Total liabilities	1,616,391	452,147
Member's deficit	(233,216)	(5,563)
Total liabilities and member's deficit	\$ 1,383,175	\$ 446,584

The accompanying notes are an integral part of these financial statements.

FUNBOX FRANCHISE, LLC
STATEMENTS OF OPERATIONS
For the years ended 2023 and 2022

	2023	2022
Franchise fees	\$ 1,060,219	\$ -
Royalty income	937,698	-
Product sales	503,037	-
Operating revenue	\$ 2,500,954	\$ -
Cost of goods sold		
Materials costs	\$ 527,158	\$ 5,470
Gross margin	1,973,796	(5,470)
Operating costs		
General and administrative	639,562	239,294
Salaries and wages	341,498	-
Commission expense	687,265	-
Advertising & marketing	303,153	93,781
Rent	77,437	10,647
Professional fees	187,780	16,295
Depreciation expense	8,235	-
Total operating expenses	2,244,930	360,017
Net loss	\$ (271,134)	\$ (365,487)

The accompanying notes are an integral part of these financial statements.

FUNBOX FRANCHISE, LLC
STATEMENTS OF CASH FLOWS
For the years ended 2023 and 2022

	2023	2022
Cash flows from operating activities:		
Net loss	\$ (271,134)	\$ (365,487)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation expenses	8,235	-
Changes in operating assets and liabilities:		
Accounts receivable	(465,495)	-
Inventory	(128,264)	(3,199)
Deferred contract costs	(467,273)	(107,500)
Prepaid expenses	(36,988)	-
Deferred revenue	934,545	215,000
Credit card payable	36,486	-
Net cash used by operating activities	(389,888)	(261,186)
Cash flows from investing activities		
Property and equipment	(70,349)	-
Net cash used by investing activities	(70,349)	-
Cash flows from financing activities		
Loan from affiliate	193,213	228,347
Member contributions	543,481	839,024
Member distributions	(500,000)	(479,040)
Net cash provided by financing activities	236,694	588,331
Net change in cash and cash equivalents	(223,543)	327,144
Cash and cash equivalents at beginning of period	335,884	8,740
Cash and cash equivalents at end of period	\$ 112,341	\$ 335,884
Supplemental disclosures of cash flow:		
Cash paid for interest and taxes	\$ -	\$ -

The accompanying notes are an integral part of these financial statements.

FUNBOX FRANCHISE, LLC
STATEMENTS OF MEMBER'S EQUITY
 For the years ended 2023 and 2022

Balance at January 1, 2022	\$	(60)
Member distributions		(479,040)
Member contributions		839,024
Net loss		(365,487)
Balance at December 31, 2022	<u>\$</u>	<u>(5,563)</u>
Member distributions		(500,000)
Member contributions		543,481
Net loss		(271,134)
Balance at December 31, 2023	<u>\$</u>	<u>(233,216)</u>

The accompanying notes are an integral part of these financial statements.

FUNBOX FRANCHISE, LLC
NOTES TO THE FINANCIAL STATEMENTS
December 31, 2023 AND 2022

(1) Nature of Business and Summary of Significant Accounting Policies

(a) Nature of Business

FunBox Franchise, LLC (the “Company”) was formed on March 15, 2021, as FunBox Franchise, LLC in the state of Nevada as a limited liability company for the principal purpose of conducting franchise sales, marketing, and management. The Company grants qualified franchisees the right to own and operate a large outdoor bounce park. Although the Company was formed in 2021, they did not begin franchising operations until 2022.

The company uses the accrual basis of accounting, and their accounting period is the 12-month period ending December 31 of each year.

(b) Accounting Standards Codification

The Financial Accounting Standards Board (“FASB”) has issued the FASB Accounting Standards Codification (“ASC”) that became the single official source of authoritative U.S. generally accepted accounting principles (“GAAP”), other than guidance issued by the Securities and Exchange Commission (SEC), superseding existing FASB, American Institute of Certified Public Accountants, emerging Issues Task Force, and related literature. All other literature is not considered authoritative. The ASC does not change GAAP; it introduces a new structure that is organized in an accessible online research system.

(c) Use of Estimates

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

(d) Reclassification

Certain items in the prior year have been reclassified to conform to the current year’s presentation.

(e) Cash and Cash Equivalents

Cash equivalents include all highly liquid investments with maturities of three months or less at the date of purchase. As of December 31, 2023, and 2022, the Company had cash and cash equivalents of \$112,341 and \$335,884.

(f) Accounts Receivable

Accounts receivable are recorded for amounts due based on the terms of executed franchise agreements for franchise sales, royalty fees, and upon provision/shipment and invoicing of services or products from the Company’s offices. Accounts receivable are recorded at the invoiced amount and do not bear interest although a finance charge may be applied to such receivables that are past the due date. The allowance for doubtful accounts is the Company’s best estimate of the amount of probable credit losses in the Company’s existing accounts receivable. The Company determines the allowance based on historical collections, customers’ current creditworthiness, age of the receivable balance both individually and in the aggregate, and general economic conditions that may affect the customer’s ability to pay. All account balances are reviewed on an individual basis. Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. When recoveries of receivables previously charged off are made, they are recognized as income when payment is received. The Company concluded that all of the receivables were fully collectible as of December 31, 2023, and 2022; consequently, no allowance for doubtful accounts has been established. Accounts receivable as of December 31, 2023, and 2022 were \$465,495 and \$0, respectively.

FUNBOX FRANCHISE, LLC
NOTES TO THE FINANCIAL STATEMENTS
December 31, 2023 AND 2022

(g) Inventory

Inventory consists of bounce house materials such as socks, banners, flags, etc. and is measured at the lower of cost or net realizable value. The cost of inventory is determined based on the first-in, first out method. Inventory as of December 31, 2023, and 2022 was \$131,465 and \$3,200, respectively.

(h) Property and Equipment

Property and equipment are stated at historical cost and are depreciated using the straight-line method over the estimated useful lives of related assets. The useful lives generally range 5-7 yrs.

(i) Long Lived Assets

Long-lived assets, such as property and equipment, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. The recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized for the difference between the carrying amount of the asset and the fair value of the asset.

(j) Revenue Recognition

The Company's revenues consist of fees from franchised locations operated by conventional franchisees. Revenues from franchisees consist of initial franchise fees and royalties based on a percentage of gross revenues.

On January 1, 2021, the Company adopted ASC 606, *Revenue from Contracts with Customers* using the modified retrospective method. This method allows the standard to be applied retrospectively through a cumulative catch-up adjustment recognized upon adoption. As such, comparative information in the Company's financial statements has not been restated and continues to be reported under the accounting standards in effect for those periods. Management determined that the effect of adopting ASC 606 did not have a material effect on the Company's financial statements.

ASC 606 provides that revenues are to be recognized when control of promised goods or services is transferred to a customer in an amount that reflects the considerations expected to be received for those goods or services. In implementing ASC 606, the Company evaluated all revenue sources using the five-step approach: identify the contract, identify the performance obligations, determine the transaction price, allocate the transaction price, and recognize revenue.

For each franchised location, the Company enters into a formal franchise agreement that clearly outlines the transaction price, which includes an initial franchise fee, ongoing royalties, and the Company's performance obligations.

Upon evaluation of the five-step process, the Company has determined that this standard does not impact the recognition of royalties, which are based on a percentage of gross revenue and recognized at the time the underlying sales occur. ASC 606 does have an effect on the process management uses to evaluate the recognition of the initial franchise fees and equipment package fees.

In allocating the transaction price and recognizing the revenue associated with initial franchise fees, the Company has elected to adopt the practical expedient for private company franchisors outlined in ASC 952-606, *Franchisors—Revenue from Contracts with Customers*. The practical expedient allows franchisors to account for pre-opening services as a single distinct performance obligation. These pre-opening services include the following:

FUNBOX FRANCHISE, LLC
NOTES TO THE FINANCIAL STATEMENTS
December 31, 2023 AND 2022

- Assistance in the selection of a site
- Assistance in obtaining facilities and preparing the facilities for their intended use, including related financing, architectural, and engineering services, and lease negotiation
- Training of the franchisee's personnel or the franchisee
- Preparation and distribution of manuals and similar material concerning operations, administration, and record keeping
- Bookkeeping, information technology, and advisory services, including setting up the franchisee's records and advising the franchisee about income, real estate, and other taxes about local regulations affecting the franchisee's business
- Inspection, testing, and other quality control programs

(k) Income Taxes

The Company is structured as a limited liability company under the laws of the state of Nevada. Accordingly, the income or loss of the Company will be included in the income tax returns of the members. Therefore, there is no provision for federal or state income taxes.

The Company follows the guidance under Accounting Standards Codification ("ASC") Topic 740, Accounting for Uncertainty in Income Taxes. ASC Topic 740 prescribes a more-likely-than-not measurement methodology to reflect the financial statement impact of uncertain tax positions taken or expected to be taken in the tax return. If the taxing authorities were to disallow any tax positions taken by the Company, additional income taxes, if any, would be imposed on the member rather than the Company. Accordingly, there would be no effect on the Company's financial statements.

The Company's income tax returns are subject to examination by taxing authorities for a period of three years from the date they are filed. As of December 31, 2023, the 2022 tax year was subject to examination.

(l) Advertising Costs

The Company expenses advertising costs as incurred. Advertising expenses for the period ending December 31, 2023, and 2022 were \$303,153 and \$93,781 respectively.

(m) Financial Instruments

For certain of the Company's financial instruments, including cash and cash equivalents, accounts receivable, and accounts payable, the carrying amounts approximate fair value due to their short maturities. The amounts shown for notes payable also approximate fair value because current interest rates and terms offered to the Company for similar debt are substantially the same.

(n) Concentration of Risk

The Company maintains its cash in bank deposit accounts that at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risks on cash or cash equivalents.

FUNBOX FRANCHISE, LLC
NOTES TO THE FINANCIAL STATEMENTS
December 31, 2023 AND 2022

(2) Property and Equipment

Property and equipment consist of the following as of December 31, 2023, and 2022:

	2023	2022
Vehicles	\$ 38,152	\$ -
Furniture & fixtures	5,191	-
Improvements	10,468	-
Tools, machinery, and equipment	16,537	-
Less: Accumulated depreciation	(8,235)	-
Property and equipment, net	\$ 62,113	\$ -

Depreciation expense for the years ended December 31, 2023, and 2022 was \$8,235 and \$0 respectively.

(3) Franchise Agreements

The Company's franchise agreements generally provide for a payment of initial franchise fees as well as continuing royalty fees to the Company based on a percentage of sales. Under the franchise agreement, franchisees are granted the right to operate a location using the FunBox system for a period of five years. Under the Company's revenue recognition policy, franchise fees and any corresponding commissions are recognized when the franchisee begins operations. For any franchisees that have not met the criteria for revenue recognition as of year-end, the Company defers both the revenues and commissions. All locations that are expected to begin operations within the following year are categorized as current, while all others are classified as non-current.

The Company has estimated the following current and non-current portions of deferred contract costs as of December 31, 2023, and 2022:

	2023	2022
Deferred contract costs, current	\$ 574,773	\$ 107,500
Deferred contract costs, non-current	-	-
	\$ 574,773	\$ 107,500

The Company has estimated the following current and non-current portions of deferred revenue as of December 31, 2023, and 2022:

	2023	2022
Deferred revenue, current	\$ 1,149,545	\$ 215,000
Deferred revenue, non-current	-	-
	\$ 1,149,545	\$ 215,000

(4) Related Party Transactions

The Company is related to Giant Inflatable Systems, LLC by common ownership. The Company received cash inflows and paid expenses on behalf of Giant Inflatable Systems, LLC. The net cash inflows from Giant Inflatables were converted to an owner contribution in the amount of \$1,382,505, and \$839,024 as of December 31, 2023, and 2022 respectively. Additionally, Hallier Investments, LLC, an affiliate entity, made advances and paid expenses on behalf of the Company. As of December 31, 2023, and 2022, the loan payable to Hallier Investments LLC, was \$430,360 and \$237,147, respectively. The loan from Hallier Investments, LLC bears no interest and there is no payment plan in place for repayment of the loan.

During the year 2023, the Company sold franchise materials to Hallier Investments for a total of \$101,800. This amount is included in Franchise Materials Income and represents 20% of the \$503,037 total revenue.

FUNBOX FRANCHISE, LLC
NOTES TO THE FINANCIAL STATEMENTS
December 31, 2023 AND 2022

(5) Commitments and Contingencies

The Company may be subject to various claims, legal actions and complaints arising in the ordinary course of business. In accounting for legal matters and other contingencies, the Company follows the guidance in ASC Topic 450 Contingencies, under which loss contingencies are accounted for based upon the likelihood of incurrance of a liability. If a loss contingency is "probable" and the amount of loss can be reasonably estimated, it is accrued. If a loss contingency is "probable" but the amount of loss cannot be reasonably estimated, disclosure is made. If a loss contingency is "reasonably possible," disclosure is made, including the potential range of loss, if determinable. Loss contingencies that are "remote" are neither accounted for nor disclosed.

In the opinion of the management, all matters of this kind, or involving such amounts of unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

(6) Subsequent Events

Management has reviewed and evaluated subsequent events through March 19, 2024, the date on which the financial statements were issued.

EXHIBIT C

LIST OF CURRENT AND FORMER FRANCHISEES

LIST OF FRANCHISEES AS OF DECEMBER 31, 2023

<u>Name</u>	<u>Address</u>	<u>Email</u>
<u>Aaron Porter</u>	<u>700 N. Dobson Rd., Unit 6, Chandler, AZ 85224</u>	<u>Aaron.p@funbox.com</u>
<u>Michael Bolbach</u>	<u>7330 93rd Street, Scottsdale, AZ 85258</u>	<u>mb@funbox.com</u>
<u>Erin & Dan Sloan</u>	<u>400 South Baldwin Avenue, Arcadia, CA 91007</u>	<u>erin.s@funbox.com</u>
<u>Shannon & Ian Nouget</u>	<u>23203 Avenida De La Carlota, Laguna Hills, CA 92653</u>	<u>ian.n@funbox.com</u>
<u>Zubair Malakzay, Shoaib Mahmood & Massad Saeed</u>	<u>1 Stoneridge Mall Road, Pleasanton, CA 94588</u>	<u>massad@funbox.com</u>
<u>David Peckerman & Todd Stock</u>	<u>10300 Southside Blvd, Jacksonville, FL 32256</u>	<u>david.p@funbox.com</u>
<u>Debbie & Brandon Vaughan</u>	<u>2929 Turner Hill Road, Stonecrest, GA 30038</u>	<u>debbie.v@funbox.com</u>
<u>Devang Kothari (x3)</u>	<u>4905 Old Orchard Center, Skokie, IL 60077</u>	<u>devang.k@funbox.com</u>
<u>Jessica Bolbach</u>	<u>769 Iyannough Rd, Hyannis, MA 02601</u>	<u>jessica.b@funbox.com</u>
<u>Jenn & Kyle McElhane (x2)</u>	<u>18 S. Country Center Way, St. Louis, MO 63129</u>	<u>kyle.m@funbox.com</u>
<u>Mike Smyre</u>	<u>8111 Concord Mills Blvd, Concord, NC 28027</u>	<u>mike.s@funbox.com</u>
<u>Mustafa Saleemi (x3)</u>	<u>300 Aquarium Drive, Jenks, OK 74037</u>	<u>mustafa.s@funbox.com</u>
<u>Mark Flood</u>	<u>2901 South Capital of Texas Hwy, Austin, TX 78746</u>	<u>mark.f@funbox.com</u>
<u>George Tadros</u>	<u>3000 Grapevine Mills Pkwy., Grapevine TX 76051</u>	<u>george.t@funbox.com</u>
<u>Haroon Saleemi</u>	<u>5000 Katy Mills Circle, Katy, TX 77494</u>	<u>haroon.s@funbox.com</u>
<u>Fouad Hassan</u>	<u>4815 Saguaro Ridge, McKinney, TX 75070</u>	<u>okc@funbox.com</u>
<u>Andrea Morris and Kevin Morris</u>	<u>1412 Bradford Rd., Virginia Beach, VA 23455</u>	<u>kevin.m@funbox.com</u>

**LIST OF FRANCHISEES WHO HAVE SIGNED FRANCHISE AGREEMENTS BUT ARE
NOT YET OPEN AS OF DECEMBER 31, 2023**

<u>Name</u>	<u>Address</u>	<u>Email</u>
<u>Dan Palmer (x2)</u>	<u>6555 East Southern Avenue, Mesa, AZ 85206</u>	<u>palmer@funbox.com</u>
<u>Michael Bolbach</u>	<u>7330 93rd Street, Scottsdale, AZ 85258</u>	<u>mb@funbox.com</u>
<u>Kyle Malony</u>	<u>TBD</u>	<u>k.malony@funbox.com</u>
<u>Zubair Malakzay, Shoaib Mahmood & Massad Saeed</u>	<u>1 Stoneridge Mall Road, Pleasanton, CA 94588</u>	<u>massad@funbox.com</u>
<u>Sean Robinson</u>	<u>1852 Harris School Rd., Rineyville, KY40162</u>	<u>s.robinson@funbox.com</u>
<u>Anum & Fouad Hassan (x2)</u>	<u>3301 West Main Street, Norman, OK 73072</u>	<u>fouad@funbox.com</u>
<u>Zach Hawkins</u>	<u>TBD</u>	<u>Zach.h@funbox.com</u>

LIST OF FORMER FRANCHISEES

<u>Name</u>	<u>Address</u>	<u>Email</u>
<u>Garrett Lowry & Evans Swan (x2)</u>	<u>8401 Park Meadows Center Drive, Lone Tree, CO 80124</u>	<u>garrett.l@funbox.com</u>
<u>Michelle Coppola</u>	<u>1151 Galleria Blvd., Roseville, CA 95678</u>	<u>michelle@funbox.com</u>
<u>Stacie & Randall Henderson, Blake & Riki Sanford (x2)</u>	<u>575 East University Parkway, Orem, UT 84097</u>	<u>randall.h@funbox.com</u>

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

EXHIBIT D

LIST OF STATE REGULATORY AUTHORITIES
ADMINISTRATORS AND REGISTERED AGENTS IN STATES FOR SERVICE OF PROCESS

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

<u>State</u>	<u>State Administrator</u>	<u>Agent for Service of Process (if different from State Administrator)</u>
California	Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 2101 Arena Boulevard Sacramento, CA 95834 866-275-2677	
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities P.O. Box 40 Honolulu, HI 96810 808-586-2722	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 217-782-4465	
Indiana	Franchise Section Indiana Securities Division Secretary of State Room E-111 302 W. Washington Street Indianapolis, IN 46204 317-232-6681	
Maryland	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 410-576-6360	Maryland Commissioner of Securities 200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1 st Floor Lansing, MI 48933 517-373-7117	

Minnesota	Minnesota Department of Commerce Securities-Franchise Registration 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198 651-539-1600	Commissioner of Commerce Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198 651-539-1600
New York	NYS Department of Law Investor Protection Bureau 28 Liberty St., 21 st Floor New York, NY 10005 212-416-8222	Secretary of State 99 Washington Avenue Albany, NY 12231
North Dakota	North Dakota Securities Department 600 East Boulevard Ave. State Capital 5 th Floor, Dept. 414 Bismarck, ND 58505-0510 701-328-4712	Securities Commissioner North Dakota Securities Department 600 East Boulevard Ave. State Capital 5 th Floor, Dept. 414 Bismarck, ND 58505-0510 701-328-4712
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue John O. Pastore Complex-69-1 Cranston, RI 02920-4407 401-462-9527	
South Dakota	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501-3185 605-773-3563	Director of Division of Insurance 124 South Euclid, Suite 104 Pierre, SD 57501-3185 605-773-3563
Virginia	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9 th Floor Richmond, VA 23219 804-371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1 st Floor Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division P.O. Box 41200 <u>9033</u> Olympia, WA 98504 <u>12009</u> <u>8507</u> 360-902-8760	Department of Financial Institutions Securities Division 150 Israel Rd SW Tumwater, WA 98501 360-902-8760
Wisconsin	Division of Securities Department of Financial Institutions P.O. Box 1768 Madison, WI 53701 608-266-2801	Securities and Franchise Registration Wisconsin Securities Commission 201 West Washington Ave., Suite 300 Madison, WI 53703

~~Exhibit C~~
~~to the Franchise Disclosure Document~~

EXHIBIT E
OPERATIONS MANUAL TABLE OF CONTENTS



FUNBOX
FRANCHISE OPERATIONS MANUAL
TABLE OF CONTENTS

1	INTRODUCTION TO THE MANUAL	1-1
1.1	Manual Organization	1-1
1.2	Ownership of the Manual.....	1-1
1.3	Purpose of this Manual	1-1
1.4	Importance of Confidentiality.....	1-2
1.5	Keeping the Manual Current.....	1-2
1.6	Submitting Suggestions.....	1-3
1.7	Disclaimer	1-3
2	UNDERSTANDING FRANCHISING.....	2-1
2.1	Unified Thinking.....	2-1
2.2	Purpose of Franchising	2-2
2.3	Purpose of Business.....	2-2
2.4	Purpose of A Franchise Company.....	2-2
2.5	Function of Brand	2-3
2.6	Function of the Operating System.....	2-3
2.7	Importance of Language.....	2-3
2.7.1	Effect on the Operating System	2-4
2.7.2	Effect on the Brand.....	2-4
2.7.3	Effect on Field Support	2-4
2.8	Who Owns What?.....	2-4
2.9	Strategic Partners.....	2-5
2.10	Fees - What They Mean	2-6
2.10.1	Initial Franchise Fee	2-6
2.10.2	Royalty Fee	2-7
2.11	Customer-Driven Company.....	2-8
3	INTRODUCTION TO THE FUNBOX FRANCHISE SYSTEM.....	3-1
3.1	Welcome Letter	3-1
3.2	History of the Company.....	3-2
3.3	World Class Culture	3-3
3.3.1	Mission	3-3
3.3.2	Vision	3-3
3.3.3	Core Values.....	3-3
3.4	Contact Us	3-4



3.5	Overview of Your Responsibilities	3-4
3.6	Visits from Us	3-4
3.6.1	Digital Reputation Requirement	3-4
3.7	Fees	3-5
3.8	Annual Conference and Webinars	3-5
4	PRE-OPENING PROCEDURES	4-1
4.1	Introduction	4-1
4.2	Your Status as a Franchisee	4-1
4.3	Establishment of Business Form	4-2
4.3.1	Business Structure	4-2
4.3.2	Overview of Entity Choices	4-2
4.3.3	Liability Protection	4-3
4.3.4	Income Taxation	4-4
4.3.5	Administration	4-4
4.3.6	Other Factors in Entity Choice	4-5
4.3.7	Bottom Line	4-5
4.3.8	Where to Form Your Entity	4-5
4.3.9	Naming Your Entity	4-5
4.3.10	Assumed Name Certificate	4-6
4.4	Securing a Site	4-6
4.4.1	Location, Location, Location!	4-6
4.4.2	Identifying Potential Locations	4-6
4.4.3	Mall Categories	4-8
4.4.4	Landlord References	4-8
4.4.5	Non-Mall Sites	4-9
4.4.6	How to Contact Landlords and Mall Management	4-9
4.4.7	Landlord Signals Interest	4-9
4.4.8	Site Planning	4-9
4.4.9	Seeking Site Approval	4-10
4.4.10	Lease Negotiations	4-10
4.4.11	Lease Considerations	4-10
4.4.12	Seeking Approval of Lease	4-11
4.5	Licenses, Permits and Taxes	4-11
4.5.1	Introduction	4-11
4.5.2	Business Licenses and Permits	4-12
4.5.3	Optional Certifications	4-12



4.5.4	Engineering PE Stamp.....	4-12
4.5.5	NFPA 701 Class II	4-13
4.5.6	Food Safety Training / Safe Serve.....	4-13
4.5.7	Tax Registrations and Payments	4-13
4.5.8	State Information Web Sites	4-13
4.5.9	Additional Resources	4-14
4.6	Initial Franchisee Training	4-14
4.6.1	Scheduling Initial Training	4-14
4.6.2	Initial Training Program.....	4-14
4.7	Furnishing / Outfitting Your Territory.....	4-15
4.7.1	Equipment Punch List	4-15
4.7.2	Sign Requirements	4-15
4.7.3	Vehicle Graphics	4-15
4.7.4	Initial Inventory and Supplies	4-16
4.7.5	Approved Suppliers	4-16
4.8	Setting Up Equipment Rental Accounts	4-16
4.9	Bank Accounts.....	4-16
4.9.1	Opening a Business Account	4-16
4.9.2	EFT / ACH	4-17
4.10	Insurance Coverage.....	4-17
4.10.1	General Insurance Requirements	4-17
4.10.2	Insurance Company Requirements	4-18
4.11	Grand Opening.....	4-18
4.11.1	Required Spend.....	4-19
4.11.2	Notification	4-19
4.11.3	Marketing.....	4-19
4.11.4	Soft Open.....	4-22
4.11.5	First Company Meeting.....	4-23
4.12	Pre-Opening Checklist.....	4-23
5	HUMAN RESOURCES.....	5-1
5.1	Introduction	5-1
5.2	Non-Joint-Employer Status	5-2
5.3	Employee Versus 1099 Contractor	5-2
5.4	Employment Law Basics	5-5
5.4.1	Employee Rights / Employer Responsibilities	5-5
5.4.2	Federal Regulations on Employment Relationships	5-5



5.4.3	State Employment Laws	5-8
5.5	OSHA.....	5-8
5.5.1	Federal Standards	5-8
5.5.2	State OSHA Programs	5-10
5.6	Preparing to Hire Your First Team Member	5-10
5.7	Job Responsibilities and Ideal Employee Profiles.....	5-11
5.7.1	Greeter	5-11
5.7.2	Concessions	5-11
5.7.3	Park Monitor	5-11
5.7.4	Team Lead.....	5-12
5.7.5	General Manager / Franchisee	5-12
5.7.6	Maintenance	Error! Bookmark not defined.
5.8	Recruiting Team Members.....	5-14
5.8.1	Sources of Team Member Candidates	5-14
5.8.2	Job Advertisements.....	5-14
5.8.3	Confidentiality of Resumes	5-18
5.8.4	EEOC.....	5-18
5.9	Interviewing Job Applicants	5-18
5.9.1	Preparing For Interviews	5-18
5.9.2	Conducting Successful Interviews	5-18
5.9.3	Questions to Avoid	5-20
5.10	Background Checks on Job Applicants	5-23
5.10.1	General Tips on Background Checks.....	5-23
5.10.2	Special Rules for Certain Records	5-23
5.11	Miscellaneous Hiring Issues	5-24
5.12	New Employee Paperwork	5-25
5.13	Additional Steps in Hiring Process.....	5-27
5.14	Trial Period.....	5-27
5.15	New Employee Orientation / Training	5-28
5.15.1	Employee Safety Training.....	5-28
5.16	Human Resources Policies	5-28
5.17	Uniforms - Dress Code.....	5-29
5.17.1	Clothing.....	5-29
5.17.2	Appearance Standards	5-30
5.18	Paying Your Employees	5-31
5.18.1	Wages	5-31



5.18.2	Minimum Wage	5-32
5.18.3	Commissions	5-32
5.18.4	Overtime Pay	5-32
5.18.5	Benefits.....	5-33
5.19	Employee Scheduling	5-34
5.19.1	Homebase	5-34
5.20	Employee Management Forms / HR Pro	5-34
5.21	Employee Morale / Motivation	5-36
5.21.1	Introduction	5-36
5.21.2	Factors of Good Morale	5-36
5.21.3	Signs of Bad Morale.....	5-36
5.21.4	Improving Morale and Motivation.....	5-37
5.22	Employee Discipline	5-37
5.23	Resignation / Termination	5-38
5.23.1	Resignation	5-38
5.23.2	Termination	5-38
5.23.3	Post-Separation Procedures.....	5-40
5.23.4	Final Paychecks.....	5-40
5.23.5	Explaining Termination to Other Employees	5-40
5.23.6	Giving References.....	5-40
5.24	Summary of Good Employee Management Practices.....	5-41
5.25	Getting Legal Help with Employment Law Issues.....	5-41
6	BUILDING OUT THE FUNBOX SITE.....	6-1
6.1	Introduction	6-1
6.2	Four Weeks Before Opening	6-1
6.2.1	Advertise for Team Members	6-1
6.2.2	Begin Community Marketing Outreach and PR.....	6-1
6.2.3	Developing Online Infrastructure	6-2
6.3	Two Weeks Before Opening.....	6-5
6.4	Re-Reviewing the Site Plan.....	6-6
6.5	Rentals	6-6
6.6	Power Plan for the Park	6-7
6.7	Installation Order of Operations	6-8
6.7.1	Fence	6-8
6.7.2	Unload Trailers	6-8
6.7.3	Floor Prep.....	6-8



6.7.4	Staging.....	6-8
6.7.5	Unpacking Inflatables	6-9
6.7.6	Electrical and Music Cables	6-9
6.7.7	Assembling the Inflatables	6-9
6.7.8	Troubleshooting Adjustments	6-9
6.7.9	Electrical Final Setup	6-9
6.7.10	Stand-Alone Modules and Amenities	6-9
6.7.11	Turf	6-9
6.7.12	Employee Orientation	6-10
6.7.13	Employee Team Drill and Training.....	6-11
6.7.14	Family and Friends Night.....	6-11
6.8	Proper Prior Planning	6-11
6.8.1	Cash Management.....	6-11
6.8.2	Weather.....	6-12
6.8.3	Labor.....	6-12
6.8.4	Permits.....	6-12
6.9	Signage.....	6-12
6.9.1	Directional Signage.....	6-12
6.9.2	Posters.....	6-12
6.10	Inspections.....	6-12
6.11	Safety.....	6-13
6.11.1	Anchors	6-13
6.11.2	Fire and Life Safety	6-13
7	OPERATING PROCEDURES.....	7-1
7.1	Introduction	7-1
7.2	Required Days / Hours of Operation	7-1
7.2.1	Emergency Closing.....	7-2
7.3	Emergency Preparedness.....	7-3
7.3.1	Sample Emergency Preparedness Plan:	7-4
7.3.2	Fire Prevention Plan	7-6
7.3.3	Medical Emergency Plan	7-8
7.3.4	Power Failure Plan	7-9
7.3.5	Bomb Threat Emergency Plan	7-9
7.3.6	Funbox Safety Inspections	7-9
7.3.7	Evacuation Plan.....	7-10
7.4	Customer Service Policies and Procedure	7-11



7.4.1	Customer Service Philosophy	7-11
7.4.2	Customer Feedback	7-12
7.4.3	Handling Negative Feedback	7-12
7.4.4	Refund Requests	7-13
7.4.5	Answering the Telephone	7-13
7.5	Weekly Pre-Opening Park Cleaning.....	7-13
7.6	The FUNBOX Experience	7-14
7.6.1	Session Overview	7-15
7.6.2	Customer Staging	7-15
7.6.3	Establishing Rules.....	7-15
7.6.4	Socks	7-15
7.6.5	Customer’s Personal Property	7-15
7.6.6	Music	7-16
7.6.7	ABC - Always Be Cleaning.....	7-16
7.6.8	Attractions	7-16
7.6.9	Concessions	7-17
7.6.10	Exiting.....	7-18
7.7	Optional Modules	7-18
7.7.1	Toddler Park	7-18
7.7.2	Marshmallow Mountain	7-18
7.7.3	Obstacle Course.....	7-18
7.7.4	Chill Zone - Optional Addition	7-19
7.7.5	Turf Add-Ons.....	7-19
7.7.6	Tumblers	7-19
7.8	Incident Reporting.....	7-19
7.8.1	Prevention	7-19
7.8.2	During Incident.....	7-19
7.8.3	Post Incident Procedures.....	7-20
7.8.4	Biohazards	7-20
7.8.5	Temporarily Lost Children	7-20
7.8.6	Missing Guardian.....	7-21
7.9	Opening / Closing Checklists.....	7-22
7.9.1	Inflatable Safety Checklist	7-22
7.9.2	Opening Checklist	7-22
7.9.3	Between Session Maintenance.....	7-22
7.9.4	Closing Checklist	7-22



7.9.5	End of Weekend Closing.....	7-22
7.10	Selling Tickets at the Door.....	7-22
7.11	Inventory Management.....	7-23
7.11.1	Product Ordering Procedures.....	7-23
7.11.2	Ordering from Approved Suppliers.....	7-24
7.11.3	Changing Approved Suppliers.....	7-24
7.11.4	Product Receiving Procedures.....	7-24
7.11.5	Storing Procedures.....	7-25
7.12	Sanitation, Cleaning and Maintenance.....	7-25
7.12.1	Bathrooms.....	7-25
7.12.2	Inflatable Deep Cleaning.....	7-25
7.12.3	Turf.....	7-26
7.12.4	Disposing of Trash.....	7-26
7.12.5	Parking Lot/Landscape/Sidewalks.....	7-26
7.12.6	Pest Program.....	7-26
7.12.7	Covering the Park.....	7-26
7.13	Equipment/Building Maintenance.....	7-26
7.13.1	Generators.....	7-26
7.13.2	Electrical Equipment.....	7-27
7.13.3	Inflatables.....	7-27
7.13.4	Spider Boxes.....	7-27
7.13.5	Fans.....	7-28
7.13.6	Speakers.....	7-28
7.14	Safety Procedures.....	7-28
7.14.1	Pregnancy.....	7-28
7.14.2	Preventing Accidents and Injuries.....	7-28
7.14.3	Ladder Safety.....	7-28
7.14.4	Box Cutter Handling.....	7-29
7.14.5	Personal Protection Equipment (PPE).....	7-29
7.14.6	Lifting and Posture.....	7-30
7.14.7	Heat Exhaustion.....	7-31
7.14.8	Crisis Management Policy.....	7-31
7.14.9	Reporting Accidents.....	7-31
7.14.10	Worker's Compensation Issues.....	7-31
7.14.11	Fire Safety.....	7-31
7.14.12	Inclement Weather.....	7-33



7.14.13	Robbery / Burglary	7-33
7.14.14	Unruly Guests	7-34
8	PARK BREAKDOWN AND STORAGE.....	8-1
8.1	Park Breakdown Planning	8-1
8.2	Inflatable Deep Cleaning.....	8-1
8.3	Order of Operations	8-1
8.3.1	Disassembling Accessory Items.....	8-2
8.3.2	Disconnecting the Sections of the Park	8-2
8.3.3	Rolling Each Section as Per Video	8-2
8.3.4	Loading Sections on Pallets.....	8-2
8.3.5	Loading Pallets into Van in the Proper Order	8-2
8.3.6	Felt & Turf	8-2
8.3.7	Electrical Disassembly and Storage	8-2
8.3.8	Hardware, Tools, and Other Equipment.....	8-2
8.3.9	Rental Pickup	8-3
8.3.10	Clean Parking Lot	8-3
8.4	Walkthrough with Mall Manager.....	8-3
9	FINANCE AND ACCOUNTING	9-1
9.1	Operational and Financial Reporting.....	9-1
9.1.1	Google Sheet Campaign Tally.....	9-1
9.1.2	Labor Report.....	9-1
9.1.3	Sales Report	9-1
9.1.4	Marketing Report	9-1
9.1.5	Recognized versus Cash Flow Report.....	9-2
9.1.6	Merchant and Ticketing Fees Report.....	9-2
9.1.7	Sales Tax Report	9-2
9.1.8	Build and Tear-Down Budget / Report	9-2
9.1.9	Insurance Report	9-2
9.2	Franchise Fees and Reporting Requirements.....	9-2
9.2.1	Royalty Payment	9-2
9.2.2	Marketing Fee.....	9-3
9.2.3	Required Reports.....	9-3
9.2.4	Method of Payment.....	9-3
9.3	Required Accounting System.....	9-3
9.3.1	Chart of Accounts	9-4
9.4	Fundamentals of Finance	9-5



9.4.1	Introduction	9-5
9.4.2	Cash Awareness	9-6
9.4.3	Retention of Books and Records	9-7
9.4.4	The Rule of 8 (Kinda)	9-8
9.5	Financial Statements	9-8
9.5.1	The Balance Sheet	9-9
9.5.2	The Profit and Loss Statement	9-9
10	MARKETING.....	10-1
10.1	Grand Opening Marketing	10-1
10.1.1	Discounted Ticket Price	10-1
10.1.2	Local Charity Donation.....	10-1
10.1.3	Massive PR and Word of Mouth Coverage.....	10-1
10.1.4	Social Media and Neighborhood Outreach.....	10-1
10.2	Required Marketing Expenditures.....	10-2
10.2.1	Technology Fee	10-2
10.2.2	Local Marketing Requirements.....	10-2
10.3	Guidelines for Using Marks.....	10-2
10.4	Marketing Standards.....	10-3
10.5	Ongoing Local Marketing.....	10-4
10.5.1	Introduction	10-4
10.5.2	Mall Employees Awareness	10-4
10.5.3	Neighborhood Networking.....	10-4
10.5.4	Posters and Flyers.....	10-4
10.5.5	Influencers.....	10-5
10.5.6	Billboards.....	10-5
10.5.7	Private Party Events.....	Error! Bookmark not defined.
10.6	Digital Media.....	10-5
10.6.1	Website	10-5
10.6.2	Online Reputation Star Minimum.....	10-5
10.6.3	Online Reputation Responses.....	10-6
10.7	Social Media Approved Posting Schedule.....	Error! Bookmark not defined.
10.8	Public Relations / Community Involvement.....	10-6
10.8.1	Press Releases	10-6
10.8.2	Media Interviews / Live Remotes	10-6
10.8.3	Community Service / Charitable Activities	10-7
11	ADDITIONAL RESOURCES	11-1



11.1	Introduction	11-1
11.2	Websites for Small Businesses.....	11-1
11.3	Websites for Organizations.....	11-1
11.4	Websites for Employment Laws	11-1
11.5	Website for Tax Information.....	11-2
11.6	Recommended Readings	11-2

EXHIBIT F

STATE ADDENDA AND AGREEMENT RIDERS

STATE ADDENDA AND AGREEMENT RIDERS

**ADDENDUM TO FRANCHISE AGREEMENT, SUPPLEMENTAL AGREEMENTS,
AND FRANCHISE DISCLOSURE DOCUMENT FOR CERTAIN STATES FOR
FUNBOX FRANCHISE, LLC**

The following modifications are made to FunBox Franchise, LLC (“Franchisor,” “us,” “we,” or “our”) Franchise Disclosure Document (“FDD”) given to franchisee (“Franchisee,” “you,” or “your”) and may supersede certain portions of the Franchise Agreement between you and us dated _____ (“Franchise Agreement”). When the term “Franchisor’s Choice of Law State” is used, it means Nevada.

Certain states have laws governing the franchise relationship and franchise documents. Certain states require modifications to the FDD, Franchise Agreement and other documents related to the sale of a franchise. This State-Specific Addendum (“State Addendum”) will modify these agreements to comply with the state’s laws. The terms of this State Addendum will only apply if you meet the requirements of the applicable state independently of your signing of this State Addendum. The terms of this State Addendum will override any inconsistent provision of the FDD, Franchise Agreement or any Supplemental Documents. This State Addendum only applies to the following states: California, Hawaii, Illinois, Iowa, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Ohio, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

If your state requires these modifications, you will sign this State Addendum along with the Franchise Agreement and any Supplemental Agreements.

| **CALIFORNIA**



FUNBOX
FRANCHISE OPERATIONS MANUAL
TABLE OF CONTENTS

1	INTRODUCTION TO THE MANUAL	1-1
1.1	Manual Organization	1-1
1.2	Ownership of the Manual	1-1
1.3	Purpose of this Manual	1-1
1.4	Importance of Confidentiality	1-2
1.5	Keeping the Manual Current	1-3
1.6	Submitting Suggestions	1-3
1.7	Disclaimer	1-3
2	UNDERSTANDING FRANCHISING	2-1
2.1	Unified Thinking	2-1
2.2	Purpose of Franchising	2-2
2.3	Purpose of Business	2-2
2.4	Purpose of A Franchise Company	2-2
2.5	Function of Brand	2-3
2.6	Function of the Operating System	2-3
2.7	Importance of Language	2-4
2.7.1	Effect on the Operating System	2-4
2.7.2	Effect on the Brand	2-4
2.7.3	Effect on Field Support	2-4
2.8	Who Owns What?	2-5
2.9	Strategic Partners	2-6
2.10	Fees – What They Mean	2-6
2.10.1	Initial Franchise Fee	2-7
2.10.2	Royalty Fee	2-7
2.11	Customer-Driven Company	2-8
3	INTRODUCTION TO THE FUNBOX FRANCHISE SYSTEM	3-1
3.1	Welcome Letter	3-1
3.2	History of the Company	3-2
3.3	World Class Culture	3-3



3.3.1	Mission	3-3
3.3.2	Vision	3-3
3.3.3	Core Values	3-4
3.4	Contact Us	3-4
3.5	Overview of Your Responsibilities	3-4
3.6	Visits from Us	3-4
3.6.1	Digital Reputation Requirement	3-5
3.7	Fees	3-5
3.8	Annual Conference and Webinars	3-6
4	PRE-OPENING PROCEDURES	4-1
4.1	Introduction	4-1
4.2	Your Status as a Franchisee	4-1
4.3	Establishment of Business Form	4-2
4.3.1	Business Structure	4-2
4.3.2	Overview of Entity Choices	4-3
4.3.3	Liability Protection	4-4
4.3.4	Income Taxation	4-4
4.3.5	Administration	4-5
4.3.6	Other Factors in Entity Choice	4-5
4.3.7	Bottom Line	4-5
4.3.8	Where to Form Your Entity	4-5
4.3.9	Naming Your Entity	4-6
4.3.10	Assumed Name Certificate	4-6
4.4	Securing a Site	4-7
4.4.1	Location, Location, Location!	4-7
4.4.2	Identifying Potential Locations	4-7
4.4.3	Mall Categories	4-9
4.4.4	Landlord References	4-9
4.4.5	Non-Mall Sites	4-9
4.4.6	How to Contact Landlords and Mall Management	4-9
4.4.7	Landlord Signals Interest	4-10
4.4.8	Site Planning	4-10



4.4.9	Seeking Site Approval	4-11
4.4.10	Lease Negotiations	4-11
4.4.11	Lease Considerations	4-11
4.4.12	Seeking Approval of Lease	4-12
4.5	Licenses, Permits and Taxes	4-12
4.5.1	Introduction	4-12
4.5.2	Business Licenses and Permits	4-13
4.5.3	Optional Certifications	4-13
4.5.4	Engineering PE Stamp	4-14
4.5.5	NFPA 701 Class II	4-14
4.5.6	Food Safety Training / Safe Serve	4-14
4.5.7	Tax Registrations and Payments	4-14
4.5.8	State Information Web Sites	4-15
4.5.9	Additional Resources	4-15
4.6	Initial Franchisee Training	4-15
4.6.1	Scheduling Initial Training	4-15
4.6.2	Initial Training Program	4-16
<hr/>		
4.7	Furnishing / Outfitting Your Territory	4-17
4.7.1	Equipment Punch List	4-17
4.7.2	Sign Requirements	4-17
4.7.3	Vehicle Graphics	4-18
4.7.4	Initial Inventory and Supplies	4-18
4.7.5	Approved Suppliers	4-18
4.8	Setting Up Equipment Rental Accounts	4-18
4.9	Bank Accounts	4-18
4.9.1	Opening a Business Account	4-18
4.9.2	EFT / ACH	4-19
4.10	Insurance Coverage	4-19
4.10.1	General Insurance Requirements	4-19
4.10.2	Insurance Company Requirements	4-21
4.11	Grand Opening	4-21
4.11.1	Required Spend	4-22



4.11.2	Notification	4-22
4.11.3	Marketing	4-22
4.11.4	Soft Open	4-25
4.11.5	First Company Meeting	4-26
4.12	Pre-Opening Checklist	4-26
5	HUMAN RESOURCES	5-1
5.1	Introduction	5-1
5.2	Non-Joint-Employer Status	5-2
5.3	Employee Versus 1099 Contractor	5-2
5.4	Employment Law Basics	5-5
5.4.1	Employee Rights / Employer Responsibilities	5-5
5.4.2	Federal Regulations on Employment Relationships	5-6
5.4.3	State Employment Laws	5-9
5.5	OSHA	5-9
5.5.1	Federal Standards	5-9
5.5.2	State OSHA Programs	5-11
5.6	Preparing to Hire Your First Team Member	5-11
5.7	Job Responsibilities and Ideal Employee Profiles	5-12
5.7.1	Greeter	5-12
5.7.2	Concessions	5-13
5.7.3	Park Monitor	5-13
5.7.4	Team Lead	5-13
5.7.5	General Manager / Franchisee	5-14
5.7.6	Maintenance	5-14
5.8	Recruiting Team Members	5-15
5.8.1	Sources of Team Member Candidates	5-15
5.8.2	Job Advertisements	5-16
5.8.3	Confidentiality of Resumes	5-19
5.8.4	EEOC	5-19
5.9	Interviewing Job Applicants	5-19
5.9.1	Preparing For Interviews	5-19
5.9.2	Conducting Successful Interviews	5-19



5.9.3	Questions to Avoid	5-21
5.10	Background Checks on Job Applicants	5-24
5.10.1	General Tips on Background Checks	5-24
5.10.2	Special Rules for Certain Records	5-24
5.11	Miscellaneous Hiring Issues	5-25
5.12	New Employee Paperwork	5-27
5.13	Additional Steps in Hiring Process	5-29
5.14	Trial Period	5-29
5.15	New Employee Orientation / Training	5-29
5.15.1	Employee Safety Training	5-30
5.16	Human Resources Policies	5-30
5.17	Uniforms – Dress Code	5-31
5.17.1	Clothing	5-31
5.17.2	Appearance Standards	5-33
5.18	Paying Your Employees	5-33
5.18.1	Wages	5-33
5.18.2	Minimum Wage	5-34
5.18.3	Commissions	5-35
5.18.4	Overtime Pay	5-35
5.18.5	Benefits	5-36
5.19	Employee Scheduling	5-36
5.19.1	Homebase	5-37
5.20	Employee Management Forms / HR Pro	5-37
5.21	Employee Morale / Motivation	5-39
5.21.1	Introduction	5-39
5.21.2	Factors of Good Morale	5-39
5.21.3	Signs of Bad Morale	5-39
5.21.4	Improving Morale and Motivation	5-40
5.22	Employee Discipline	5-40
5.23	Resignation / Termination	5-42
5.23.1	Resignation	5-42
5.23.2	Termination	5-42



5.23.3	Post-Separation Procedures	5-43
5.23.4	Final Paychecks	5-44
5.23.5	Explaining Termination to Other Employees	5-44
5.23.6	Giving References	5-44
5.24	Summary of Good Employee Management Practices	5-44
5.25	Getting Legal Help with Employment Law Issues	5-45
6	BUILDING OUT THE FUNBOX SITE	6-1
6.1	Introduction	6-1
6.2	Four Weeks Before Opening	6-1
6.2.1	Advertise for Team Members	6-1
6.2.2	Begin Community Marketing Outreach and PR	6-1
6.2.3	Developing Online Infrastructure	6-2
6.3	Two Weeks Before Opening	6-6
6.4	Re-Reviewing the Site Plan	6-7
6.5	Rentals	6-7
6.6	Power Plan for the Park	6-8
6.7	Installation Order of Operations	6-9
6.7.1	Fence	6-9
6.7.2	Unload Trailers	6-9
6.7.3	Floor Prep	6-9
6.7.4	Staging	6-10
6.7.5	Unpacking Inflatables	6-10
6.7.6	Electrical and Music Cables	6-10
6.7.7	Assembling the Inflatables	6-10
6.7.8	Troubleshooting Adjustments	6-10
6.7.9	Electrical Final Setup	6-10
6.7.10	Stand-Alone Modules and Amenities	6-10
6.7.11	Turf	6-11
6.7.12	Employee Orientation	6-12
6.7.13	Employee Team Drill and Training	6-12
6.7.14	Family and Friends Night	6-13
6.8	Proper Prior Planning	6-13



6.8.1	Cash Management	6-13
6.8.2	Weather	6-13
6.8.3	Labor	6-14
6.8.4	Permits	6-14
6.9	Signage	6-14
6.9.1	Directional Signage	6-14
6.9.2	Posters	6-14
6.10	Inspections	6-14
6.11	Safety	6-14
6.11.1	Anchors	6-15
6.11.2	Fire and Life Safety	6-15
7	OPERATING PROCEDURES	7-1
7.1	Introduction	7-1
7.2	Required Days / Hours of Operation	7-1
7.2.1	Emergency Closing	7-2
7.3	Emergency Preparedness	7-3
7.3.1	Sample Emergency Preparedness Plan:	7-4
7.3.2	Fire Prevention Plan	7-7
7.3.3	Medical Emergency Plan	7-9
7.3.4	Power Failure Plan	7-10
7.3.5	Bomb Threat Emergency Plan	7-10
7.3.6	Funbox Safety Inspections	7-10
7.3.7	Evacuation Plan	7-11
7.4	Customer Service Policies and Procedure	7-12
7.4.1	Customer Service Philosophy	7-12
7.4.2	Customer Feedback	7-13
7.4.3	Handling Negative Feedback	7-13
7.4.4	Refund Requests	7-14
7.4.5	Answering the Telephone	7-14
7.5	Weekly Pre-Opening Park Cleaning	7-15
7.6	The FUNBOX Experience	7-15
7.6.1	Session Overview	7-17



7.6.2	Customer Staging	7-17
7.6.3	Establishing Rules	7-17
7.6.4	Socks	7-17
7.6.5	Customer's Personal Property	7-17
7.6.6	Music	7-18
7.6.7	ABC - Always Be Cleaning	7-18
7.6.8	Attractions	7-18
7.6.9	Concessions	7-19
7.6.10	Exiting	7-20
7.7	Optional Modules	7-21
7.7.1	Toddler Park	7-21
7.7.2	Marshmallow Mountain	7-21
7.7.3	Obstacle Course	7-21
7.7.4	Chill Zone – Optional Addition	7-21
7.7.5	Turf Add-Ons	7-21
7.7.6	Tumblers	7-21
7.8	Incident Reporting	7-22
7.8.1	Prevention	7-22
7.8.2	During Incident	7-22
7.8.3	Post Incident Procedures	7-23
7.8.4	Biohazards	7-23
7.8.5	Temporarily Lost Children	7-23
7.8.6	Missing Guardian	7-24
7.9	Opening / Closing Checklists	7-25
7.9.1	Inflatable Safety Checklist	7-25
7.9.2	Opening Checklist	7-25
7.9.3	Between Session Maintenance	7-25
7.9.4	Closing Checklist	7-25
7.9.5	End of Weekend Closing	7-25
7.10	Selling Tickets at the Door	7-26
7.11	Inventory Management	7-26
7.11.1	Product Ordering Procedures	7-26



7.11.2	Ordering from Approved Suppliers	7-28
7.11.3	Changing Approved Suppliers	7-28
7.11.4	Product Receiving Procedures	7-28
7.11.5	Storing Procedures	7-28
7.12	Sanitation, Cleaning and Maintenance	7-28
7.12.1	Bathrooms	7-28
7.12.2	Inflatable Deep Cleaning	7-29
7.12.3	Turf	7-29
7.12.4	Disposing of Trash	7-29
7.12.5	Parking Lot/Landscape/Sidewalks	7-30
7.12.6	Pest Program	7-30
7.12.7	Covering the Park	7-30
7.13	Equipment/Building Maintenance	7-30
7.13.1	Generators	7-30
7.13.2	Electrical Equipment	7-30
7.13.3	Inflatables	7-31
7.13.4	Spider Boxes	7-31
7.13.5	Fans	7-31
7.13.6	Speakers	7-32
7.14	Safety Procedures	7-32
7.14.1	Pregnancy	7-32
7.14.2	Preventing Accidents and Injuries	7-32
7.14.3	Ladder Safety	7-32
7.14.4	Box Cutter Handling	7-33
7.14.5	Personal Protection Equipment (PPE)	7-34
7.14.6	Lifting and Posture	7-34
7.14.7	Heat Exhaustion	7-35
7.14.8	Crisis Management Policy	7-35
7.14.9	Reporting Accidents	7-35
7.14.10	Worker's Compensation Issues	7-36
7.14.11	Fire Safety	7-36
7.14.12	Inclement Weather	7-37



7.14.13	Robbery / Burglary	7-38
7.14.14	Unruly Guests	7-39
8	PARK BREAKDOWN AND STORAGE	8-1
8.1	Park Breakdown Planning	8-1
8.2	Inflatable Deep Cleaning	8-1
8.3	Order of Operations	8-2
8.3.1	Disassembling Accessory Items	8-2
8.3.2	Disconnecting the Sections of the Park	8-2
8.3.3	Rolling Each Section as Per Video	8-2
8.3.4	Loading Sections on Pallets	8-2
8.3.5	Loading Pallets into Van in the Proper Order	8-2
8.3.6	Felt & Turf	8-2
8.3.7	Electrical Disassembly and Storage	8-3
8.3.8	Hardware, Tools, and Other Equipment	8-3
8.3.9	Rental Pickup	8-3
8.3.10	Clean Parking Lot	8-3
8.4	Walkthrough with Mall Manager	8-3
<hr/>		
9	FINANCE AND ACCOUNTING	9-1
9.1	Operational and Financial Reporting	9-1
9.1.1	Google Sheet Campaign Tally	9-1
9.1.2	Labor Report	9-1
9.1.3	Sales Report	9-1
9.1.4	Marketing Report	9-2
9.1.5	Recognized versus Cash Flow Report	9-2
9.1.6	Merchant and Ticketing Fees Report	9-2
9.1.7	Sales Tax Report	9-2
9.1.8	Build and Tear-Down Budget / Report	9-2
9.1.9	Insurance Report	9-3
9.2	Franchise Fees and Reporting Requirements	9-3
9.2.1	Royalty Payment	9-3
9.2.2	Marketing Fee	9-3
9.2.3	Required Reports	9-3



9.2.4	Method of Payment	9-3
9.3	Required Accounting System	9-3
9.3.1	Chart of Accounts	9-5
9.4	Fundamentals of Finance	9-5
9.4.1	Introduction	9-5
9.4.2	Cash Awareness	9-6
9.4.3	Retention of Books and Records	9-7
9.4.4	The Rule of 8 (Kinda)	9-8
9.5	Financial Statements	9-8
9.5.1	The Balance Sheet	9-10
9.5.2	The Profit and Loss Statement	9-10
10	MARKETING	10-1
10.1	Grand Opening Marketing	10-1
10.1.1	Discounted Ticket Price	10-1
10.1.2	Local Charity Donation	10-1
10.1.3	Massive PR and Word of Mouth Coverage	10-1
10.1.4	Social Media and Neighborhood Outreach	10-2
10.2	Required Marketing Expenditures	10-2
10.2.1	Technology Fee	10-2
10.2.2	Local Marketing Requirements	10-2
10.3	Guidelines for Using Marks	10-2
10.4	Marketing Standards	10-3
10.5	Ongoing Local Marketing	10-4
10.5.1	Introduction	10-4
10.5.2	Mall Employees Awareness	10-4
10.5.3	Neighborhood Networking	10-4
10.5.4	Posters and Flyers	10-5
10.5.5	Influencers	10-5
10.5.6	Billboards	10-6
10.5.7	Private Party Events	10-7
10.6	Digital Media	10-7
10.6.1	Website	10-7



10.6.2 Online Reputation Star Minimum	10-8
10.6.3 Online Reputation Responses	10-8
10.7 Social Media Approved Posting Schedule	10-8
10.8 Public Relations / Community Involvement	10-8
10.8.1 Press Releases	10-8
10.8.2 Media Interviews / Live Remotes	10-9
10.8.3 Community Service / Charitable Activities	10-9
11 ADDITIONAL RESOURCES	11-1
11.1 Introduction	11-1
11.2 Websites for Small Businesses	11-1
11.3 Websites for Organizations	11-1
11.4 Websites for Employment Laws	11-2
11.5 Website for Tax Information	11-2
11.6 Recommended Readings	11-2

Exhibit D

to the Franchise Disclosure Document

The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the Franchise be delivered together with the FDD.

California Corporations Code Section 31125 requires us to give to you a FDD approved by the Department of Financial Protection and Innovation before we ask you to consider a material modification of your Franchise Agreement.

The Franchise Agreement, and if applicable, the Supplemental Agreements, require mediation, arbitration and/or litigation with the costs being awarded to the prevailing party. The arbitration will occur in Nevada. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement or Supplemental Agreements restricting venue to a forum outside the State of California. The Franchise Agreement, and if applicable, the Supplemental Agreements, contain a mediation provision. If so, the parties shall each bear their own costs of mediation and shall share equally the filing fee and the mediator's fees.

The Franchise Agreement and Supplemental Agreements require the application of the law of Nevada. This provision may not be enforceable under California law.

Neither Franchisor nor any other person listed in Item 2 of the FDD is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement or Supplemental Agreements contain a provision that is inconsistent with the California Franchise Relations Act, the California Franchise Relations Act Law will control.

The Franchise Agreement and Supplemental Agreements provides for termination upon
bankruptcy. ~~FRANCHISE AGREEMENT~~



FUNBOX

FUNBOX FRANCHISE LLC

2510 East Sunset Road, Suite 5-400
LAS VEGAS, NEVADA 97304

626-628-0606

FRANCHISE AGREEMENT

THIS AGREEMENT has been entered on this day of _____ (the "Effective Date"). It is by and between FunBox Franchise LLC, a Nevada limited liability company, and our successors and assigns ("we, us") and _____ ("you"). For purposes of this Agreement "you" may include an individual, corporation, partnership, limited liability company or other legal entity. "You" includes any corporation, partnership, limited liability company, individual, combination of individuals, or other legal entity that owns a majority interest of you, or in which you own a majority interest. The term "you" will include all persons who succeed to your interest by transfer or by operation of law.

WHEREAS, We have certain rights to, have registered in various jurisdictions, and intend to continue to develop names, trademarks, service marks, logos, commercial symbols, and styles. These include, but are not limited to, the FunBox®, FunBox Park, and FunBox Amusement Park, names and logos (the "Service Marks"). We own valuable goodwill and have valuable expertise, confidential information, methods, procedures, techniques, uniform standards, operations manuals, inventory control guidelines, systems, layouts, merchandise, and materials. These are connected with the operation, promotion, and advertising of businesses that offer amusement park and selfie museum services and related merchandise to the public under the Service Marks (the "Method of Operation").

WHEREAS, You want to operate a high caliber amusement park (the "FunBox Park") and to use our Method of Operation and Service Marks.

WHEREAS, You realize that entering into this Agreement will obligate you to operate your franchised business in strict accordance and conformity with the standards, specifications and procedures as set forth in the Operations Manual that we will loan to you.

THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1) ITEM 1. — GRANT OF FRANCHISE AND FRANCHISE TERRITORY

1.1 — Grant of Franchise. We grant to you, and you accept from us, the franchise, license, and privilege to use the Service Marks, the Method of Operation, and merchandise bearing the Service Marks to operate either an Indoor or Outdoor FunBox Business as described below. (If the FunBox Business' address is unknown as of the Effective Date, the address will be determined as provided herein and then listed in Exhibit 1 that we will give you.) Your right to operate the FunBox Business is limited to services provided and products sold at the FunBox Business physical location and does not include the right to distribute services and products over the Internet or to engage in other supply or distribution channels.

"FunBox Indoor Park" which is a FunBox concept that will be operated year round within a permanent brick and mortar structure.

"FunBox Outdoor Park" which is a FunBox concept that will be operated on a seasonal basis at an outdoor location within the Territory typically for eight (8) to twelve (12) weeks at a time.

1.2 — Term. Whether you are buying an Indoor Park or an Outdoor Park, the franchise term (the "Term") begins on the Effective Date and expires ten (10) years from the Effective Date. The Term is subject to earlier termination under Section 6. You agree to operate the FunBox Business in compliance with this Agreement for the entire Term unless this Agreement is properly terminated under Section 6.

1.3 — Territorial Rights. We will designate your Franchise Territory. We will analyze your market area, to help determine site feasibility and to help in selection of the initial franchise location. In analyzing a proposed site, we examine its general location, traffic patterns, parking, size, physical characteristics, proximity to

competing businesses, lease terms, sign visibility, neighborhood economic profile, population density and accessibility. The exact determination of the location for the FunBox Business will depend upon our approval and your and our market analysis, market penetration plans and franchise placement strategies and existing franchise commitments. You must obtain our prior written approval for each site within your territory and each lease related to it. Our response to your request for approval of a site will be given within thirty (30) days after we receive your written request. If you and we cannot agree on an initial site within the timelines stated below, we may terminate the Franchise Agreement with no refund due to you of any amounts paid.

A. ~~Indoor Park.~~ During the Term, we and our affiliates will not own or operate, or allow another franchisee or licensee to own or operate, another FunBox Business that has its physical location within the geographical area described on Exhibit 1 (the "Area of Protection"). We may modify the Area of Protection only as provided in Exhibit 1. If the Business' address is unknown as of the Effective Date, you will sign Exhibit 1 after we accept the Business' site. You acknowledge and understand that an Outdoor Park may be located within close proximity to an Indoor Park.

You acknowledge that the rights granted to you in this Agreement are not exclusive. We reserve the right to operate or grant others the right to operate Indoor and/or Outdoor Parks at any location, including the area surrounding the physical premises of your Indoor Park. Notwithstanding the foregoing, during the Term of this Agreement, we shall not operate or grant others the right to operate a FunBox business (whether an Indoor Park or Outdoor Park) from a site within the physical boundary of the physical premises of your Indoor Park.

If you are purchasing the rights to an Indoor Park, you must secure a satisfactory location and lease agreement for the FunBox Business within six (6) months after the Effective Date of this Agreement; however, so long as you are making commercially reasonable efforts to secure a satisfactory location and lease, we will not unreasonably withhold our extension of such time period.

B. ~~Outdoor Park.~~ During the Term, we and our affiliates may own or operate, or allow another franchisee or licensee to own or operate, another FunBox Business that has its physical location or mobile unit within the geographical area described on Exhibit 1 (the "Area of Protection"). We may modify the Area of Protection only as provided in Exhibit 1. If the Business' address is unknown as of the Effective Date, you will sign Exhibit 1 after we accept the Business' site. You may operate the Franchise which includes one park at up to two locations and at different times within the Franchise ~~Territory.~~ You acknowledge and understand that an Outdoor Park may be located within close proximity to an Indoor Park.

You acknowledge that the rights granted to you in this Agreement are not exclusive. We reserve the right to operate or grant others the right to operate Indoor and/or Outdoor Parks at any location, including the area surrounding the physical premises of your Outdoor Park. Notwithstanding the foregoing, during the Term of this Agreement, we shall not operate or grant others the right to operate a FunBox business (whether an Indoor Park or Outdoor Park) from a site within the physical boundary of the physical premises of your Outdoor Park.

If you are purchasing the rights to an Outdoor Park, you must secure a satisfactory location and lease agreement for the Outdoor Park within six (6) months after the Effective Date of this Agreement; however, so long as you are making commercially reasonable efforts to secure a satisfactory location and lease, we will not unreasonably withhold our extension of such time period.

1.4 **Assistance in Site Location.** You are responsible for finding the locations of the FunBox Business within the Franchise Territory. If you request assistance in selecting a site for the FunBox Business, we will provide reasonable assistance in finding a location acceptable to you. We do not guarantee success for any location you select. We will not be liable for any consequences of your choice of any franchise site. Any site recommendation or approval we make is not a representation that any particular site is available or legally appropriate for use as a

franchise site. It is your responsibility to investigate all applicable zoning, licensing, leasing and other requirements for any proposed site. You must ensure that the site you select complies with these requirements.

You acknowledge and agree that any location we select or approve, and any lease we approve will be approved solely on the basis and with the understanding that it meets our minimum acceptable criteria. You acknowledge that you are responsible for reviewing and determining the appropriateness and desirability of the lease and of the location.

You will pay all out-of-pocket expenses for travel, meals, and lodging we incur to help you locate sites and to negotiate a lease for you. You will bear all other site selection and negotiation expenses.

If you are opening an Indoor Park then before you enter a lease or purchase agreement for the FunBox Business, you will submit the lease or purchase documents to us for approval. Lease documents must include the FunBox Business Lease Agreement Rider attached in Exhibit 2 or otherwise include an assignment of the lease in a form we approve, pursuant to which we may assume the lease as provided in Section 4, below.

If you request, we in our sole discretion may find and develop premises to lease to you for your Franchise. If you lease premises from us, the lease may provide for reasonable compensation and profit to us for our primary liability and responsibility under the lease.

1.5 — FunBox Business Development. You will be responsible for the construction, remodel, repair, furnishing, decoration and equipping of the FunBox Business.

A. — We will furnish one standard construction plan and a schedule of equipment packages for the FunBox Business. If you require more than one standard construction plan then we reserve the right to charge a fee of one thousand dollars (\$1,000) per plan. Final construction and site plans must be prepared by an architect or designer we approve. All costs for site specific plans will be your responsibility. Site plans, and any modifications to them, must be approved in writing by us prior to construction. All approvals will be solely within our discretion to maintain a uniform image and decor, consistent with our franchise system concepts.

B. — The initial construction and the final tear down of the temporary inflatable park shall be done by workers that are legal and capable of this type of work. If construction and remodeling is required, it must be done by a licensed and bonded contractor whom we approve in advance in writing in a sound and workman like manner in compliance with applicable codes and regulations.

C. — You will comply with the standards and specifications we establish for architectural design, FunBox Park layout, equipment, furnishings, and fixtures, among other things. Modifications or variations require our prior written consent.

D. — You will comply within a time we deem reasonable with any requirement we impose to modify the FunBox Business layout, furnishings, fixtures, equipment, decorations, and decor.

E. — All equipment will conform to our equipment specifications as adopted from time to time. If we require any changes in or additions to equipment, you will modify, replace or add to your existing equipment at your sole expense.

1.6 — Relocation of the FunBox Business. If you have purchased the rights to open and operate an Indoor Park, you will not relocate the FunBox Business without our prior written approval. Any relocation will be at your

sole expense. This Agreement will govern your operations at any replacement FunBox Business. You may decide to relocate the FunBox Business for the following reasons:

- ~~If the lease for the site of the FunBox Business expires or terminates and cannot be renewed during the term of this Agreement,~~
- ~~the site is destroyed, condemned, or otherwise rendered unusable,~~
- ~~in your and our judgment there is a change in character of the location of the FunBox Business sufficiently detrimental to your business potential to warrant its relocation, or~~
- ~~you reasonably decide to relocate the FunBox Business for cause.~~

If so, you may relocate the FunBox Business to another site within the Franchise Territory, if:

- i) ~~You are not in breach of this Agreement;~~
- ii) ~~Your lease was not ended by the lessor because of your breach of the lease agreement;~~
- iii) ~~You evidence to our satisfaction your ability to obtain and commence operations at the new location within a time we deem reasonable after you vacate the original location;~~
- iv) ~~You develop, construct, remodel, furnish, decorate and equip, at your sole expense, the new location according to our then current specifications and standards; and~~
- v) ~~You pay all reasonable out-of-pocket expenses we incur because of the relocation;~~
- vi) ~~You satisfy our then current franchise placement and demographics criteria, as expressed in the Operations Manual.~~

~~1.7 — **You Will Not Advertise Outside Territory.** Except with our prior written permission, you will not place, under any circumstances, advertisements using the Service Marks in or originating from any area other than the Franchise Territory. Except as authorized in Section 2 of this Agreement, only we may place internet, national or regional advertising.~~

~~1.8 — **Rights We Reserve.** We retain all rights not specifically granted to you under this Agreement. Except as otherwise provided in this Agreement, we retain the right, in our sole discretion and without granting any right to you:~~

~~A. — To use or license the use of the Service Marks or any other trademarks, service marks, logos or commercial symbols in connection with the sale of any services or products other than those directly contemplated being used, offered, or sold by you under this Agreement. We expressly reserve the right to sell, or earn rebates and fees from the sale by others licensed or authorized by us to sell, proprietary products on a wholesale basis that will not carry a FunBox brand.~~

~~B. — To operate and grant to others the right to operate FunBox businesses outside the Franchise Territory on such terms and conditions as we deem appropriate.~~

~~C. — To sell products or services anywhere, including within the Franchise Territory, through channels of distribution other than the FunBox retail business currently reserved to you in the Franchise Territory, including Internet, other forms of media now or in the future developed, wholesale and mail order channels. The Internet is a~~

channel of distribution reserved exclusively to us, and you may not independently market on the Internet or conduct e-commerce except as otherwise allowed by us in the Operations Manual.

D. ~~_____ To establish, operate, own or franchise any business, including competitive businesses, outside of the Franchise Territory.~~

~~1.9 **Nonexclusive.** We reserve the right to market, solicit sales, and sell, lease, rent or otherwise dispose of franchise products and services to any person or customer we want. These include national accounts, commercial customers, franchisees, end users or any other customer we may select. We may exercise our right directly or indirectly by or through independent contractors that may include franchisees, dealers, and brokers. We will not place nor authorize anyone else to place a FunBox Park in the Franchise Territory. You acknowledge that we have made no other representation concerning exclusivity in any geographic territory or for any customer segment. You acknowledge that certain promotions and sales of FunBox Park admission packages will require you to provide services to the clients and customers of other FunBox Parks. As expressed from time to time in the Operations Manual, you will honor all sales and promotions we have approved and you will offer full service to all FunBox customers and clients whether or not the sale or promotion was made at your FunBox Business. We will require other FunBox Parks to honor all of your promotions and sales that have been approved by us.~~

~~We may advise or offer guidance to you relative to your prices for the goods and services you offer for sale that in our judgment constitute good business practices. This guidance will be based on our experience and the experience of our franchisees and an analysis of the costs of the products and services and the prices charged by our competitors.~~

~~We will, to the extent permitted by relevant law, establish price ceilings or minimum or maximum allowable prices on the products and services you offer and sell. Except as so specified by us or as otherwise required in this Agreement and in the Operations Manual, you may determine the prices at which you sell products and services, as well as the terms and conditions of sale.~~

~~2) **PAYMENT OF FEES AND OTHER FINANCIAL REQUIREMENTS**~~

~~2.1 **Initial Franchise Fee.** The Initial Franchise Fee is \$ _____ for the first location and \$ _____ for a second location. Except as provided in Sections 3 & 4, below, the Initial Franchise Fee has been fully earned upon our signing of this Agreement and is non-refundable in consideration of the expenses incurred by us in granting this franchise and for the lost or deferred opportunity to franchise others.~~

~~1.1. ~~_____~~ 2.2 **Royalty Fee.** On or before the tenth (10th) of each month, you will pay to us a nonrefundable Royalty Fee equal to eight percent (8%) of the total Gross Revenue derived from the franchise. The Royalty Fee is paid monthly in the manner prescribed from time to time in the operations manual, via electronic debit initiated by us or by a third party authorized by us, or by such other means as we may authorize and approve. In addition, you agree that we may develop and impose fines for your failure to comply with our requirements as outlined in the Operations Manual. You agree to pay these fines when we apply them to you.~~

~~We reserve the right to require you to process some or all membership applications and payment plans submitted by your customers, together with the related automatic account withdrawal, automatic payment, credit and debit card payment, automatic pre-authorized payment plan, electronic funds transfer and other forms of direct or Internet payment, through us or through other service providers and using processes we designate and outline in the Operations Manual. We may take Royalty Fee, product purchase and other payments you owe to us out of the automatic payments made by your customers and remit to you the balance. The companies we designate to process memberships and related payment arrangements may include companies that are affiliated with us or in which we or our owners otherwise have ownership or control. If we elect, the designated companies may charge you not more than five percent (5%) for the service and will allocate~~

~~and distribute payments received to you, while delivering to us all related royalty, advertising and other fees as outlined in this Agreement and pursuant to the processes we outline in the Operations Manual.~~

2.3 — **Advertising Standards.** We will direct all internet, regional, and national advertising programs. We will have sole discretion over the creative concepts, materials, endorsements, placement, and allocation of moneys for advertising. We will maintain, administer, direct, prepare, and review national, regional, or local advertising materials and programs as we will in our sole discretion deem proper. We are under no obligation to ensure that expenditures are proportionate to contributions of franchisees for any given market area or that any franchise benefits directly or proportionately from the development or placement of advertising. We will not be obligated to expend on advertising during any specific period of time. We may create an advertising advisory board made up of FunBox franchisees. These franchisees will make recommendations on your behalf as to types of advertising, promotion and public relations. We will use these and other recommendations which we feel are appropriate when drafting a budget and program each year for advertising.

2.4 — **Local Advertising.** You must participate in such advertising and promotional outreach programs including local community outreach, public relations and such that we may specify from time to time, at your own expense. You must use your best efforts to promote the use of the Service Marks in the Franchise Territory. You must ensure that all your advertising, promotions, public relations or marketing in any form is completely clear, factual and not misleading and complies with all applicable laws, and conforms to the highest ethical standards and follows the marketing policies that we periodically specify. Any media advertising paid or earned online, promotions, or direct mail marketing that you conduct must be predominantly focused within the Franchise Territory, unless we approve in writing in advance.

A. ~~Approvals.~~ At least thirty (30) days prior to the use of materials, you must submit samples of your advertising and promotions that have not already been approved by us or are otherwise reflected in the Operations Manual. You must obtain our approval in advance in writing prior to using any advertising or marketing materials using any of the Service Marks. This applies to you or any advertising or marketing agency that is using the Service Mark to promote your business. You agree to conduct all advertising in a dignified manner and to follow the standards and requirements of the Operations Manual. We will have the final decision on all creative development of any messages whether advertising or promotional. If our written approval is not received within fifteen (15) days from the date we receive the materials, the material is deemed to have not been approved. We reserve the right to require you to discontinue the use of any advertising or promotional or marketing materials at any time upon written notice.

B. ~~Obligation to Deliver Price Lists.~~ You will deliver to us current price lists of all goods and services you sell in, at or through your Franchise. We will have the right to rely upon the accuracy of the price lists, and may use the information to advertise, market and promote the Franchise, and the goods and services you sell. At any time, you may amend, modify or change the price list by notifying us in writing. Price changes will not be effective for a period of thirty (30) days after the notification, to enable us to modify advertising or promotional materials we use to advertise your goods or services. You will adhere to the price lists while they are effective. You may not sell any membership rights at a price less than that we specify from time to time in the Operations Manual.

C. We May Advertise "Suggested Retail Prices". If we elect to do national or regional advertising programs, we may include "suggested retail prices" for the goods or services sold by you and our other franchisees. We will include within all our advertising the phrase "available at participating locations only" or other cautionary language to advise the consumer that the suggested retail prices may not be adhered to by all our franchisees. We may compel you to charge "suggested retail prices" to the extent permitted by state and federal laws and regulations.

D. Discount Programs. From time to time, we may develop and market special discount or free coupon programs. You will have the right, but not the obligation, to participate in these programs. We will notify you of the creation and provisions of a discount or coupon program. Within five (5) days after receipt of the notice, you will advise us whether or not you wish to participate in that program. If you notify us that you wish to participate, you will adhere to all provisions of the program. If you elect to be excluded from a program, we will have the right to advise consumers, by advertising, sales solicitation or otherwise, that you are not a participant. You will not be entitled to the benefits of that program. We will establish the discount or coupon programs in our sole discretion, and will not have any obligation to consult or confer with you or any other of our franchisees with respect to the nature, content or amount of any discount or coupon established pursuant to any program.

————— We may develop and market special promotional items which will be made available to you at our cost plus a reasonable mark up. You will maintain a representative inventory of such promotional items to meet public demand. You will have the right to purchase alternative promotional items provided that alternative goods conform to our specifications and quality standards. You must fully and accurately participate in, honor, accept and redeem all promotional and marketing materials that we authorize.

E. Your Obligation to Advertise Locally and to Participate in Internet and Social Media Marketing. Each month that the park is open, you will expend in your Franchise Territory the greater of one thousand dollars (\$1,000) or two percent (2%) of your Gross Revenue to advertise and promote the Franchise (the “Local Advertising Contribution”). You are encouraged, but not required, to conduct public relations and free media activities to drive business to your franchise, however these activities do not count towards your Local Advertising Contribution. You will report the nature, extent and amount of these local expenditures, in the form and at the times we require in the Operations Manual.

You will submit to us all advertising copy and other advertising and promotional materials, public relations programs and press releases, radio and television advertising, specialty and novelty items, signs, boxes, bags and papers before you use them in your local advertising program. You will not use any advertising copy, public relations program, press release or other promotional material until we approve it. As a condition of our approval, you must permit us and our other franchisees that we authorize to use your materials without compensation to you. Your failure to conform to our provisions or requirements and subsequent non-action by us to require you to cure or remedy your failures and defaults will not be deemed a waiver of future or additional failures and defaults by you under this provision or any other provision of this Agreement.

You will advertise your franchise in a dignified manner to enhance our franchise system's reputation for quality and integrity. At any time and from time to time, we may require you to submit to us advertising copy, promotional materials, public relations programs and press releases you use in your local advertising programs. If, after review of any material, we, in good faith, believe that it is not in keeping with our franchise system's reputation of quality and integrity, or degrades or debases the good will or reputation of the franchise system, we will promptly notify you. You will immediately cease using any such material.

All Internet marketing is part of our marketing programs described in the Operations Manual and defined below, and must be approved by us. You may not market independently on the Internet or acquire an independent Internet domain name or web site. All online activities must direct the traffic to the main FunBox.com domain site and you cannot set up any online presence using any of the Service Marks. You may not independently market using any digital, electronic or computerized form or any form of media now or in the future developed (e.g. materials to be made available through the internet, interactive electronic transmissions, etc.). For the purposes of this Agreement, “Internet” means any of one or more local or global interactive communications media, including social media, that is now available, or that may become available, and successor technology to the internet and or wireless communication, and includes web sites and domain names and social media, and the successor

technology to internet, web sites, web page or wireless communication and social media. Unless the context otherwise indicates, Internet includes, but is not limited to, online document completion and purchasing systems, and methods of accessing limited access electronic networks, such as Intranets, Extranets, and WANs.

You specifically acknowledge and agree that placing any information related to the Franchise or the FunBox Business on a website will be deemed “advertising” under this Agreement and will be subject to (among other things) our approval. (As used in this Agreement, the term “web site” means an interactive electronic document, contained in a network of computers linked by communications software that you operate or authorize others to operate and that refers to the franchise, proprietary marks, us or the Method of Operation. The term web site includes, but is not limited to, Internet and World Wide Web home pages and social media.) In connection to any web site, you agree to the following:

1. We will allow you to establish a web page as part of our web site.
2. You will not establish or use any other web site or web page without our prior written approval.
3. Before establishing the web page or any other website, you will submit to us a sample of the content, format and information in the form and manner we may reasonably require.
4. In addition to any other applicable requirements, you will comply with our standards and specifications for web sites as prescribed by us from time to time in the Operations Manual or otherwise in writing or on a franchisee forum intranet system. By “Intranet” we mean all communications systems utilized by us to communicate with you and our other franchisees, or by which you report data or information to us, or receive data, information or other materials from us. This includes, as applicable, as many different systems or processes as may in fact be used from time to time, including any banking remote or Internet access system.
5. If you propose any material revision to the web page or site or any of the information contained in the web site, you will submit the revision to us for our prior written approval.
6. You may only offer approved products or services on your web page or site. Any web site changes made without our approval will put you in default of this Franchise Agreement.
7. We retain the sole right to market on the Internet, including all use of web sites, domain names, URL's, linking, meta-tags, advertising, auction sites, and e-commerce. You will provide us content for our Internet marketing, and follow our Intranet and Internet usage requirements. We also retain the sole right to use the Service Marks on the Internet, including on web sites, as domain names, directory addresses, meta-tags, and in connection with linking, advertising, and other arrangements. We retain the right to approve any linking or other use of our web site. You may not establish a presence on or market using the Internet except as we may specify, and only with our prior written consent. We intend that any franchisee web site be accessed only through our home page. All Internet marketing is a part of Multi Area Marketing Programs, and must be coordinated through us and approved by us.
8. If you want to independently advertise or promote in any media (including the Internet), you must obtain our prior written approval, except when using materials and media previously approved by us.
9. Subject to the terms of use on our website, we may gather, develop and use in any lawful manner information about any visitor to the web site, including but not limited to your customers,

franchisees or prospective franchisees regardless of whether they were referred to you via the web site or were otherwise in contact with you.

~~10. We have established or may establish in the future an intranet or comparable on-line facility. You must use it in the manner we require. You understand and agree that we may elect to provide certain assistance, deliver information and materials or otherwise communicate with you via the Internet or the intranet. At your sole expense, you will maintain and update as needed all computer system requirements and services necessary to access the Internet and the intranet in the manner we require. You are required to have DSL or other high-speed Internet service to your business or home office where you will be able to access downloads from us of advertising materials, operations manual revisions, training materials and corporate news.~~

~~F. You Are to Use Local Advertising Materials We Supply. We will have the right to approve or disapprove the content of all of your advertising and marketing. We will supply to you an Advertising Manual which will contain samples of local advertisements we approve. You will use only the advertising materials contained in the Advertising Manual, and may not, without our prior written consent, place any advertisement, in any media, which materially varies from the form and content of the approved advertisements in the Advertising Manual.~~

~~G. Your Grand Opening Expenditures. We recommend that you conduct a grand opening advertising program; however, we do not require that you spend any amounts towards a grand opening advertising program. If you choose to conduct a grand opening advertising program, you must conduct such program in accordance with the provisions of the Operations Manual.~~

~~H. Trademark and Copyright Notices. You will use the Service Marks in strict conformity to the Operations Manual, and will include in any advertisement, or promotional materials which use the Service Marks, trademark notices as are required by the Operations Manual. All copyrighted materials we supply to you or otherwise used by you in connection with the Franchise will contain copyright notices as required by the Operations Manual.~~

~~2.5 — **General Advertising Program.** We will make disbursements for national, regional or local advertising, public relations, marketing, market research and promotional campaigns designed to promote and enhance the value of the Service Marks and general public recognition and acceptance of the Service Marks.~~

~~A. — **Establishment of Advertising Programs.** At any time and from time to time, we will have the right to create or modify advertising regions for the purpose of establishing regional advertising, marketing and promotional programs. We will promptly notify you and our other franchisees, of the establishment, modification and geographical boundaries of regional advertising regions. We may require all franchisees located within each geographic region to meet periodically for the purpose of creating and establishing regional advertising programs. Each open and operating franchise, and each FunBox Park we own and operate will be entitled to one vote at these meetings. For the purpose of this subsection, each FunBox Park we own will be deemed to be a franchise.~~

~~If at any meeting of the franchisees and company owned locations in an advertising region, sixty five percent (65%) of the franchises vote to contribute to a regional advertising program, all franchises within that region will be obligated to make a contribution to a regional advertising fund in the amount established by the vote (the "Regional Advertising Fund"). No advertising region may require any franchisee in that region to make a contribution to a Regional Advertising Fund in excess of two percent (2%) of that franchisee's Gross Revenue.~~

~~B. — **Discount Programs.** From time to time, we may develop and market special discount or free coupon programs. You must participate in these programs. We will notify you of the creation and provisions of a discount~~

or coupon program. We will establish the discount or coupon programs in our sole discretion, and will not have any obligation to consult or confer with you or any other of our franchisees with respect to the nature, content or amount of any discount or coupon established pursuant to any program.

We may develop and market special promotional items which will be made available to you at our cost plus a reasonable mark up. You will maintain a representative inventory of such promotional items to meet public demand. You will have the right to purchase alternative promotional items provided that alternative goods conform to our specifications and quality standards. You must fully and accurately participate in, honor, accept and redeem all promotional and marketing materials that we authorize.

We may establish and require you to join, participate in, and pay into, Multi-Area Marketing Programs. "Multi-Area Marketing Programs" include regional, national or international programs designed to increase business, such as multi-area customers, Internet, directory, affinity, and vendor programs. These programs may require your cooperation (including refraining from certain channels of marketing and distribution), participation (including payment of commissions or referral fees), and adherence to maximum pricing to the extent permitted by law. All these programs are our confidential information.

~~1.1. 2.6 "Revenue" Defined. "Revenue" means all receipts generated by the Franchise from any source, including, but not limited to, sales, parties, open play, food and beverage sales, merchandise sales, party deposits, arcade, direct or indirect barter transactions, rentals, vending, exchanges, repairs, services, viewings, labor, service charges, service contracts, etc., and excludes discounts, refunds and sales taxes. Credit transactions will be included in Revenue as of the date of the transaction without deduction for uncollected credit accounts. The proceeds from any business interruption insurance or eminent domain recovery you receive will be included in "Revenue." "Gross Monthly Revenue" means the total Revenue for any calendar month.~~

~~2.7 You Will Pay Taxes and Indebtedness. You will pay all taxes, assessments, liens, encumbrances, accounts, and other debts, regardless of their nature, assessed against you, the FunBox Business, or inventory, materials, fixtures, and equipment used in the Franchise. Payment will be made when due and before delinquent except when being contested in good faith by appropriate proceedings. If we are charged with any tax by the authorized taxing authority of any state or political subdivision, including taxes on sales made to or licenses granted to you, or sales made by you at the FunBox Business, you will pay these taxes. You will pay to us promptly and when due the amount of all sales taxes, personal property taxes and similar taxes imposed upon, required to be collected, or on account of collection by us of the Initial Franchise Fee, the Royalty Fee, or any other payments you make to us pursuant to this Agreement.~~

You expressly agree to promptly make all product purchase payments on invoices and statements rendered to you in accordance with the terms of the invoices and statements and to make timely remittances of rent as required on your lease. You authorize us to communicate with all the lease holders, suppliers, distributors, manufacturers and vendors with whom you do business and you authorize them to communicate with us regarding all aspects of your purchases from and dealings with them. You authorize us to instruct the suppliers, distributors, manufacturers and vendors (and you instruct them to comply with our instruction) to immediately cease sales and deliveries to you upon the occurrence of any default by you under this Agreement.

~~2.8 Royalty Fees, Local Advertising Contributions, and Other Sums To Be Paid Promptly. You will not set off any claim for damages or money due to you from us against any payments to be paid by you to us under this Agreement or any related agreement between the parties. No endorsement or statement on any check or payment of any sum less than the full sum due from you to us will be construed as an acknowledgment of~~

payment in full or as an accord and satisfaction. We will have the right to accept any check or payment without prejudice to our rights to recover the balance due or to pursue any other remedy available to us.

A late charge will be added to any sums to be paid under this Agreement that remain unpaid after the date due. The late charge will equal the Prime Interest Rate then in effect at the main branch of Wells Fargo in Las Vegas, Nevada, plus ten percent (10%). These late charges will not exceed any limits placed upon late charges by applicable local laws.

Our acceptance of late charges will not constitute a waiver of the breach created by your non-payment of any amount when due. Notwithstanding the payment of any late charges, we may exercise any rights or remedies granted by this Agreement upon your breach or any rights or remedies otherwise granted by law.

Nothing contained in this Agreement obligates us to accept any payments after due or to commit to extend credit to or otherwise finance your operation of the Franchise. You acknowledge that failure to pay all amounts when due will constitute grounds for termination of this Agreement.

Upon your failure to pay us as and when due, we may, at our election, deduct the unpaid sums from any monies or credit we hold for your account. You agree that you will not withhold payment of any amounts due to us on the grounds of any alleged non-performance by us, or in the event of any dispute or a claim by you, or for any other reason whatsoever.

2.9 — Records. You will keep a complete and accurate set of books and records of the operation of the Franchise, produce quarterly financial statements in accordance with generally accepted accounting practices for each calendar quarter and furnish copies of these statements to us within 30 days after the end of each quarter.

In addition to the information we obtain from your computer systems, we may require you to furnish to us, as outlined in the Operations Manual on or before the 10th of each month, an itemized report of the Gross Revenue for the prior calendar month. This report must be certified by you to be true and correct. The report will be in the form and will include such supporting documentation as we may reasonably demand from time to time. Royalty Fees due based upon the Gross Revenue for the preceding month will accompany the report. If you fail to deliver any report in a timely fashion, we may unilaterally estimate the Royalty Fees you owe and we may draw such fees from your accounts pursuant to automatic account withdrawal or other automatic processes we reasonably specify in the Operations Manual. The estimates will be based upon your historically reported Gross Revenue and our experience with other franchised and company owned locations. These withdrawals will be adjusted to reflect actual amounts owed, once reasonably determined.

You will keep records of all business done and Revenue received through the Franchise. These records will include, but are not limited to, order sheets, cash register tapes, sales and rental agreement forms, daily sales summaries, tax returns, financial statements, and invoices. You will date, file in consecutive order, retain for a period of 10 years, and make available to us for inspection and audit all of your records.

Our right to inspect will include the right to examine your books, tax returns, tax reports, and records of other businesses owned, in whole or in part, or operated by you to determine whether all revenue to be reported by you has been properly reported and that appropriate fees and contributions have been paid. We may establish a uniform list of accounts and a uniform bookkeeping system for all of our franchisees. You agree to maintain your books and records in the manner we require. You agree to maintain your books and records in the manner we require. You will submit to us financial and operational reports and information as we may require to (i) provide you with consultation and advice in accordance with this Agreement; (ii) monitor your compliance with the obligations to pay fees on actual Gross Revenue; (iii) monitor performance under this Agreement generally and your purchases, revenue, operating costs, expenses and profitability; (iv) develop chain wide statistics; (v) develop new operating procedures; (vi) develop new proprietary products, remove unsuccessful authorized

products, including unsuccessful proprietary products, and improve and enhance the Method of Operation; and (vii) implement changes in the Method of Operation to respond to competitive and marketplace changes.

You will submit to us a list of all shareholders, members, partners or other owners of the franchise business and the respective interests held by each as of the end of each fiscal year. Provided, however, if your shares are publicly traded, the list of shareholders required will include only those owning five percent (5%) percent or more of the shares outstanding. The required report will be submitted to us within ninety (90) days after the end of your fiscal year.

~~2.10 — **Audits.** We may audit your reports, books, statements, business records, cash control devices, and tax returns at any time during normal business hours. Audits will be conducted at our expense unless you understate the Gross Revenue for any reported period or periods by more than 2 percent or unless you fail to deliver any required report of Gross Monthly Revenue or any required financial statement in a timely manner. In the event of an understatement or failure to deliver, you will reimburse us for all audit costs. These will include, among other things, the charges of any independent accountant and the travel expenses, room, board, and compensation of our employees incurred in connection with the audit. You will immediately pay all Royalty Fees, Local Advertising Contributions and late payment charges that the audit determines are owed. These payments will not prejudice any other remedies we may have under this Agreement or by law.~~

~~2.11 — **You are to Pay all Franchise Costs.** All the costs of the Franchise, including opening and operating costs, will be your sole obligation. We will have no costs, liability or expense whatsoever with respect to your opening and operation of the Franchise. You will not use or employ the Service Marks in performing any activity or incurring any obligation or indebtedness in a manner that could result in making us liable for them. You are responsible for any employee wages and compensation, payroll taxes and other required withholding, worker's compensation and benefits. You will control your own employees and contractors. You will take all steps necessary to maintain a safe and healthy environment for your workers and customers.~~

~~If you have a bona fide dispute with any supplier or vendor which you believe justifies non-payment or partial payment, you must promptly notify the supplier or vendor of the particulars of your claim and diligently pursue resolution of the claim or prosecution of appropriate legal action. Any trade debt which remains unpaid for more than 30 days after the date it is due will constitute a breach of this Agreement unless, before the end of the 30-day period (i) you and the supplier or vendor agree to alternative payment terms; or (ii) you initiate appropriate legal action to contest the trade debt. We will have no liability for your debts or obligations to third parties.~~

~~2.12 — **Attendance at Conventions.** We may hold conventions for the franchisees that make up our franchise system. They may be held at a different location each time. The convention may include programs on sales and marketing techniques, performance specifications, advertising programs, training suggestions, and committee elections, among other things. Your attendance at each convention is required. You must pay us the then current fee for attendance. You will bear all expenses of attending, including travel, lodging, meals and entertainment.~~

~~2.13 — **Insufficient Funds.** If any payment from you does not successfully convey funds due to insufficient funds, stop payment instructions, or any similar event, you shall pay, upon demand, an insufficient funds fee equal to fifty dollars (\$50.00) or the maximum fee allowed by law.~~

~~2.14 — **Application of Payments.** We have the right, in our sole discretion, to apply any payment from you to any past due indebtedness you owe to us or our affiliates, whether from fee payments, purchases, late payment charges, or for any other reason. This section will apply regardless of how you may designate a particular payment is to be applied. For the purposes of this Agreement, and all other instruments and agreements relating to~~

it, we will have the right to treat any payment received from you as payment on account. We may apply any monies received from you in the following priority:

- a) ~~to the payment of any sales or use taxes required to be paid in connection with any dealings between you and us pursuant to this Agreement;~~
- b) ~~to the payment of interest on overdue amounts;~~
- c) ~~to the payment of accrued late charges;~~
- d) ~~to the payment of overdue or outstanding amounts;~~
- e) ~~to the payment of current Royalty Fees;~~
- f) ~~to the payment of current Regional Marketing Fund contributions;~~
- g) ~~to the payment of the purchase price for all or any items you purchase from us or FunBox Suppliers;~~
- h) ~~to the payment of rent and any other amounts payable by you to us, and~~
- i) ~~to the payment of all attorney's fees and costs of collection associated with the collection of any sum in any order that we, in our discretion, decide and notwithstanding any contrary designations by you as to the application your payments.~~

3) TRAINING

3.1 **Mandatory Training.** We will provide a mandatory online and telephonic training course for you and up to four of your franchise managers and employees. This training course will cover all aspects of the operation of the Franchise, including financial controls, marketing techniques, service methods, deployment of labor, and maintenance of quality standards. You and the managers/employees must complete the course no later than 1 week prior to opening the Franchise for business. You must ask us to schedule a training session at least 30 days before the session is to start. You and the managers/employees must complete this mandatory training program to our exclusive satisfaction or we may terminate this Agreement upon refunding the Initial Franchise Fee.

You are encouraged to begin training before incurring any costs or expenses related to the planned opening of the Franchise. We will not be liable for any costs or expenses you incur if we terminate this Agreement because you or your managers/employees fail to satisfactorily complete the mandatory training course.

You will pay the transportation, board and lodging, and wage expenses you and the managers/employees incur related to this training.

If the Franchise is managed by any persons other than you, you will notify us of these managers. Each manager you hire must successfully complete the mandatory training program within one month after being hired. You will bear all costs of the training, including a reasonable training fee at our then current rates. Each of your employees will complete a training program as prescribed in the Operations Manual. All training programs for your employees will be conducted under the direction of you or your designated manager who has successfully completed the mandatory training course. Many small businesses fail when the owner does not take an active day-to-day role in the operation and management of the business. If you do not act as the daily manager at the business location you must have in your employ a manager who runs your day to day operations. We strongly recommend that all individual franchisees and all partners and owners of franchisee entities devote their full time

and best efforts to the day to day operation of the franchise with no operational or management commitments in other businesses except other franchises offered by us.

Individuals: If you will be operating your franchise as an individual, you must [we strongly recommend that you] devote your full time and best efforts to the day to day operation of your franchise with no operational or management commitments in other businesses except other franchises offered by us.

Partnerships: If you will be operating your franchise as a partnership, one or more partners must participate in the actual day to day operation of your franchise or you must have in your employ a manager who runs your day-to-day operations. The partner or partners who are in charge of running your franchise or your manager must have successfully completed our training course.

Corporations, Limited Liability Companies: If you will be operating your franchise as a corporation, limited liability company, or other legal entity, you must have in your employ a general manager. This general manager can be you, any member of your board, an officer of your corporation or member of your limited liability company. The general manager who is in charge of running your franchise must have successfully completed our training course.

Managers/Training: No matter what form of business you decide to use, the person assigned to running the day-to-day operations of the business must have completed our training course and must, in our view, have a sufficient command of the English language to serve customers and conduct business with us, with suppliers and with other parties. Anyone in your employ who is a manager or crew leader of your franchise operations must also have completed our required training course.

3.2 — Supplemental Training. At the time the Franchise is ready to be opened for business and upon not less than thirty (30) days prior written notice to us, we will provide the full time services of a trainer at the FunBox Business for one (1) work day to assist with employee training, form use, FunBox Park decor, merchandise display, sales assistance, and use of the Operations Manual. We will bear the trainer's expenses for this assistance.

At your option and upon not less than thirty (30) days' prior written notice to us, you may receive additional training online or at agreed upon locations. All expenses of this training will be borne by you, including but not limited to your travel, lodging, meals, compensation, and our reasonable costs and expenses including a reasonable training fee at our then current rates.

This additional training consists of visits to our franchises, work experience, and observation of franchise operations. The duration of training is negotiable depending upon your needs.

You will not receive any compensation for services rendered by the trainee during this or any other training.

From time to time, we may provide refresher training programs or seminars and may require that you or your managers attend and complete them to our satisfaction. These programs and seminars will be held at locations we designate and will be provided without charge to you. You will be exclusively responsible for paying all travel, living and other expenses and compensation of attending these programs and seminars. Each year, you or the designated managers of your Franchise will be required to attend up to (six) (6) hours of programs and seminars, depending upon program and seminar availability at our then current fee for such attendance.

4) — COMMENCEMENT OF OPERATIONS

4.1 — Time to Complete Training and Commence Operation. If you are purchasing the rights to an Outdoor Park, you must secure all necessary agreements and permissions to commence operations of your FunBox Business, purchase the Inflatable Park Components within thirty (30) days months of signing this Agreement, and you or your manager must complete to our exclusive satisfaction the mandatory training, no later than six (6) months after the

~~date you sign a lease for your FunBox Business; however, so long as you are making commercially reasonable efforts to secure a satisfactory location and lease, we will not unreasonably withhold our extension of such time period.~~

~~If you are purchasing the rights to an Indoor Park, you must secure all necessary agreements and permissions to commence operations of your FunBox Business, purchase the Inflatable Park Components within thirty (30) days months of signing this Agreement, and you or your manager must complete to our exclusive satisfaction the mandatory training, no later than six (6) months after the date you sign a lease for your FunBox Business; however, so long as you are making commercially reasonable efforts to secure a satisfactory location and lease, we will not unreasonably withhold our extension of such time period.~~

~~If this commencement of operation obligation is not fulfilled, we may terminate this Agreement and retain the Initial Franchise Fee.~~

~~4.2 — **You Are to Obtain Permits and Licenses.** Prior to commencing business operations and within the time stated in Paragraph 4.1 above, you will obtain all local permits and licenses necessary to operate the Franchise, including all equipment permits and employee training required by relevant state laws, if any.~~

~~4.3 — **Lease Assumption and Real Property Security Assignments.** Unless otherwise agreed in writing, any lease you enter into will provide that you may assign that lease to us without penalty or charge. The lease will further provide that upon termination or expiration of this Agreement, we will have an option, exercisable within thirty (30) days after termination or expiration, to be substituted for you in all respects under the lease and to sublease the premises to another franchisee. You will deliver to us a true copy of the lease and any additions or amendments to it promptly after they are executed.~~

~~If you own the premises used for the operation of the Franchise, you will not mortgage, pledge, or otherwise assign as security the premises during the term of this Agreement without our prior written approval. Upon termination or expiration of this Agreement, you will give us a reasonable and good faith opportunity to lease the premises and to continue business operations there. The fair value of and fair terms for the lease and for all related equipment, fixtures, signs, equipment leases and personal property will be determined in Las Vegas, Nevada by three appraisers. Each party must select one appraiser. The two appraisers chosen must then select a third appraiser. Each party will pay for its own appraiser and each party will pay half for the third appraiser. The parties may then present evidence of the value of the lease and fair terms for the transaction. The appraisers must exclude from their decision any amount or factor for the "goodwill" or "going concern" value. The decision of the majority of the appraisers will be conclusive. Any time within thirty (30) days after receiving the appraisers' decision, at our option we may enter into the lease at the price and upon the terms determined by the appraisers.~~

~~Any lease or sublease of the FunBox Business will contain substantially the provisions found in the FunBox Business Lease Rider, Exhibit 2.~~

~~If we cure any breach by you under the lease or sublease, the total amount of all costs and payments we incur in effecting the cure will be immediately due and owing by you to us.~~

~~5) — **FRANCHISE STANDARDS OF OPERATION**~~

~~**1.1. — 5.1 — Operations Manual, Minimum Inventory, Supplies, Decor, Plans and Specifications, and Public Relations.** We agree to lend to you a copy of our Operations Manual once you have paid to us the Initial Franchise Fee, in full. The Operations Manual describes the Method of Operation, including specifications, standards, operating procedures, accounting and bookkeeping methods, marketing ideas, inventory requirements and control techniques, plans and specifications, fixture and decor requirements, fines for your failure to comply with our requirements, opening public relations and other rules that we may prescribe from time to time and identify as part of the Operations Manual. The Operations Manual is and will remain confidential and our exclusive property.~~

~~You will not disclose, copy or duplicate any part of the Operations Manual for any reason. You will comply with and operate your FunBox Business in conformance with all mandatory provisions of the Manual. We have the right to revise the Manual at any time or add additional manuals. You will incorporate all revisions into the Manual, and at all times the Manual (including any additional manuals) will remain on the premises of your FunBox Business. You will not make copies of any portion of the Manual without our prior written consent. You acknowledge that the required provisions of the Manual are designed to protect our standards and systems and our Marks and to create a uniform customer experience, and not to control the day-to-day operation of your FunBox Business.~~

The Operations Manual includes materials in whatever form (including electronic) we provide to you that describe the guidelines, advice, and requirements regarding the operation of your franchise, including user manuals and related instruction materials. It includes amendments, supplements, and new documents made and identified by us as part of the Operations Manual. The Operations Manual may be delivered to you by hard paper copy, computer diskette, CD-ROM, via an intranet or other downloading mechanism to your computer or via another medium chosen at our discretion.

We develop minimum requirements for product preparation, merchandise, inventory, supplies, stationery, business forms, advertising, decor, plans and specifications, materials, fixtures, and signs, among other things. These requirements are outlined in the Operations Manual. You will purchase all initial inventory items and additional items specified in the Operations Manual. We may amend the Operations Manual, including changes which may affect minimum requirements for your franchise operations. You will strictly adhere to the requirements of the Operations Manual as we amend. You will implement immediately all changes at your cost, unless we otherwise specify. We reasonably may restrict you from producing, stocking, and selling certain services and goods, from time to time, as specified in the Operations Manual.

You may purchase some equipment, inventory, and supply items from us at our then current prices. If you desire to purchase any items from us, payment must be made when you place your order. The items we offer include among other things equipment, merchandise, and supplies that bear the Service Marks. You may offer these items only at the FunBox Business to retail customers. You must purchase items that bear the Service Marks from us or suppliers we approve from time to time.

Proprietary items and supplies may be private labeled by us. We retain the right to make a reasonable profit on any items, supplies and materials you buy from us. We may also make a reasonable profit on supplies we purchase in bulk quantities and sell to you.

We may obtain money, goods, services, or other benefits from persons and entities with whom you do business, on account of that business with you. These may include rebates, refunds, commissions, cooperative payments, or discounts. We will accumulate them, annually account to our franchise system for them and either use them for advertising, use them for programs that benefit all franchisees such as conventions, use them to provide supplemental training and promotional services to our franchisees, or return them at reasonable times to all our franchisees pro rata, based upon the volume of related business.

Any products and goods sold, licensed, or leased by or through us to you will be sold, licensed, or leased in accordance with the terms expressly set forth in the Operations Manual or as otherwise provided for in writing by us or the manufacturer of the products and goods. **EXCEPT AS EXCLUSIVELY SET FORTH IN WRITING AND SIGNED BY US, WE MAKE NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS AND GOODS, AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT RESTRICTED TO, THE IMPLIED WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. UNDER NO CIRCUMSTANCES WILL OUR LIABILITY IN**

~~CONNECTION WITH ANY PRODUCTS OR GOODS EXCEED THE DOLLAR AMOUNT OF THE PURCHASE PRICE OR LICENSE FEE PAID BY YOU FOR THE PRODUCTS OR GOODS. IN NO EVENT WILL WE BE LIABLE TO ANY PARTY, INCLUDING BUT NOT LIMITED TO, YOU AND YOUR CUSTOMERS, FOR ANY TORT DAMAGES OR INDIRECT, SPECIAL, GENERAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR ANTICIPATED PROFITS AND LOSS OF GOODWILL, ARISING IN CONNECTION WITH THE USE (OR INABILITY TO USE) THE PRODUCTS OR GOODS FOR ANY PURPOSE WHATSOEVER, EVEN IF WE ARE AWARE OR HAVE BEEN ADVISED OF THE POSSIBILITY OF POTENTIAL LOSS OR DAMAGES.~~

You will purchase all products, supplies and materials required for the operation of the Franchise from manufacturers, suppliers or distributors approved by us. All specifications that we require of you and lists of approved suppliers will be included in the Operations Manual. We will use our best judgment to set and modify specifications in order to maintain the integrity and quality of the franchise system.

You must sell, offer for sale, distribute or deliver only such services or products that meet the specifications and standards of quality and quantity in the Operations Manual. You must sell or offer to sell all approved items and services. You must refrain from deviating from our standards and specifications and must discontinue selling or offering for sale any such items as we may, in our discretion, disapprove in writing at any time.

~~1.1.1. Inflatable Park Lifecycle.~~ You agree that inflatable parks have a maximum life of 4 years from the delivery date of the park or 24 months of outdoor operations. Upon the end of the usable life of the inflatable park, you agree to either have the park destroyed and disposed of fully with all branding fully removed and all parts being unusable, or you agree to list the park for sale through us for a potential customer outside the United States of America. We do not guarantee that we can sell the park or the price that may be obtained. You agree that no other party can market or sell the park(s). If you accept an offer for the purchase of a park and we approve the sale of that park, you will pay any and all costs of selling and shipping the park(s) to the buyer. We reserve the right to refuse any sale for any reason. You understand that selling a park outside of this Agreement or in any way giving or lending the park in the United States of America will damage our brand and our other franchisees.

~~Restrictions On Resale of Products.~~ You, your family, employees, partners, principals, members, managers, directors and shareholders may not resell the products, supplies or equipment that you buy from us that are used in the operation of your franchised business except as part of the operation of your FunBox Business.

With advance written notice, you may request our approval to obtain products, supplies or materials from sources that we have not previously approved. We may require you to give us sufficient information, photographs, drawings, samples, and other data to allow us to determine whether the items from these other sources meet our specifications and standards, as established from time to time. These specifications and standards will relate to quality, aroma, texture, composition, absorbency, strength, finish and appearance, and the suppliers' capacity and facility to supply your needs in the quantities, at the times, and with the reliability necessary for efficient operation. We may require that samples from any supplier be delivered to a designated independent testing laboratory for testing prior to approval and use. You will reimburse us for the actual cost of the tests. We will license any supplier that can meet or exceed our quality control and confidential formula requirements and standards, for a reasonable license fee, to produce and deliver products to you but to no other person. Our confidential manufacturing requirements, equipment, designs, systems and formulas will be disclosed to potential suppliers only after we have received reasonable evidence that the proposed supplier is trustworthy and reputable; has the capacity to consistently adhere to our standards, requirements and testing procedures; will maintain the confidentiality of the designs, systems and formulas; and will adequately supply your reasonable needs. We may require a Confidentiality, Non Use and Non Disclosure Agreement signed by the proposed supplier prior to release of any confidential information. We will not unreasonably withhold approval of a supplier you propose. We will notify you in writing of the approval or disapproval of any supplier you propose.

~~From time to time, we or our agents may inspect any proposed or approved manufacturer's, supplier's or distributor's facilities and products to assure proper production, processing, packaging, storing, and transportation. Permission for inspection will be a condition of our continued approval of any manufacturer, supplier or distributor. Should we determine from any inspection that a manufacturer, supplier or distributor fails to meet our specifications and standards, we will give written notice describing this failure to you and to the manufacturer, supplier or distributor, together with a notice that unless the failure or deficiency is corrected within 30 days, the manufacturer, supplier or distributor will no longer be approved.~~

~~5.2 — **Standards to Be Maintained.** You will follow the Method of Operation and maintain standards of product preparation, merchandising, and service that we prescribe.~~

~~A. — You will operate the Franchise in a clean, orderly, and respectable manner in strict compliance with this Agreement and the Operations Manual. The FunBox Business will be used only as a Franchise operating under this Agreement. You will only use signs, fixtures, equipment, materials, food products, inventory, decor, plans, and services that conform to our specifications to conduct the Franchise.~~

~~B. — You will maintain signs approved by us on the FunBox Business. These signs must comply with local sign ordinances, regulations, and bylaws. The signs will describe the premises only as a FunBox Franchise.~~

~~Subject to local law, illuminated outdoor signs will be lighted 24 hours a day, seven days a week.~~

~~C. — We may enter upon the FunBox Business at reasonable times to verify your compliance with the terms of this Agreement. To do so, we may:~~

- ~~(1) — Inspect the FunBox Business;~~
- ~~(2) — Observe your operation of the franchise business for any consecutive or intermittent periods we deem necessary;~~
- ~~(3) — Interview your personnel, customers, and vendors; and~~
- ~~(4) — Inspect and copy any books, records and documents related to the operation of the franchise and any other franchise information we may require.~~

~~You and anyone acting as your agent will cooperate fully with us and our agents in connection with these inspections, observations, and interviews. You expressly waive any rights of privacy or confidentiality you have with your personnel, customers, and vendors in reference to these inspections, observations, and interviews.~~

~~D. — You will comply with all applicable ordinances, regulations, bylaws, laws, and statutes. You will not permit unlawful activities on the FunBox Business and will not sell, exchange, offer, hold, show, rent, or permit to be sold, exchanged, offered, held, shown, or rented any material or service you know or reasonably suspect to have been obtained in violation of law or to be otherwise illegal.~~

~~You will secure and maintain in full force all required licenses, permits, and certificates related to the operation of the Franchised Business and will operate the Franchised Business in full compliance with all applicable laws, ordinances, and regulations, including without limitation, all government laws and ordinances related to occupational hazards and health; EEOC laws; Americans with Disabilities Act; copyright laws protecting owners of artistic works; consumer protection; trade regulations; workers' compensation; unemployment insurance and withholding; and payment of federal and state income taxes, social security taxes,~~

and sales, use, and property taxes. You will furnish to us within **120** days after the receipt of equipment, a copy of the receipt for payment of all use taxes, personal property taxes, and like taxes and assessments.

~~E. — You will not install or use any vending machines, juke boxes, games or musical devices on the FunBox Business without our prior written approval.~~

~~F. — You will not sell or dispense any products or services or activities other than those we specifically recognize and approve in writing.~~

~~G. — We may employ professional shopping services to monitor your compliance with this Agreement. You will repurchase merchandise and otherwise fully reimburse these shopping services for goods, services, and other items they receive, lease, or buy from you in the process of verifying compliance. You will hold us harmless from any such charges incurred by any shopping service. We will pay all other charges made by the shopping services.~~

~~H. — You, at your expense, will maintain the FunBox Business and equipment and furnishings in good repair, attractive appearance, and sound operating condition in compliance with the Operations Manual. At our request, you will make necessary repairs to the FunBox Business in order to maintain uniform appearance and to protect the reputation of the Service Marks. You will commence all repairs and changes within a reasonable time after notice from us, and you will proceed with due diligence until completion. You will not make any change in the layout and decor of the FunBox Business without our prior written approval.~~

~~If you do not maintain the FunBox Business, including without limitation the Inflatable Park Components as required, after notice to you, we at our option, may make the necessary maintenance and repairs and charge the cost to you. If we make or direct the making of repairs, we will not incur any liability to you, including but not limited to, liability for interruption of your business during the course of making the maintenance and repairs.~~

~~I. — You will keep your franchise open for business in compliance with the Operations Manual, including some holidays we designate, during the hours specified or approved in writing by us or required by the lease of the premises on which the Franchise is operated. We may change these requirements from time to time as designated in the Operations Manual.~~

~~J. — At all times you will ensure that your copy of the Operations Manual (including the Advertising Manual) and any other manuals given to you are kept current and up to date with amendments and updates we provide to you. In the event of any dispute as to the contents of the Operations Manual, the terms of our master copies maintained at our principal place of business will be controlling.~~

~~K. — You will participate in and cooperate with us in all gift card and customer service programs we establish or adopt from time to time. This includes, but is not limited to, our “FunBox” program that allows a FunBox customer to use the facilities of any FunBox location pursuant to processes, procedures, and rules outlined in the Operations Manual. You will use the customer loyalty and gift card programs we designate to capture customer contact information, track purchases, reward repeat purchases or issue cash value for gift redemption in any FunBox Park. You agree to accept all “FunBox” customers and to accept the unused cash value from gift cards issued through your franchise and through any FunBox Park. We will settle balances owed inter store through a monthly reconciliation process and issue credit or debit notes for amounts owed and due.~~

~~At our request, you will use reasonable efforts to secure the names, addresses and other information we reasonably require of your clients and customers and will allow us to use the information. You will not divulge your customer names, addresses or other information, with or without remuneration, to any third party. You will respond promptly to each customer inquiry or complaint and resolve all reasonable complaints to the customer’s satisfaction.~~

~~5.3 — Service Marks, Operations Manual, and Method of Operation Are Our Exclusive Property. You agree that the Service Marks, Operations Manual, and Method of Operation are our sole and exclusive property. Except the Franchise granted to you in this Agreement, nothing in this Agreement or any other agreement will give you or others any right, title, or interest whatsoever in or to the Service Marks, Operations Manual, or Method of Operation. Your license to use the Service Marks is non-exclusive. We, in our sole discretion, may operate under the Service Marks and may grant licenses to others to use the Service Marks on any terms and conditions we deem appropriate. In those states and nations where applicable, you agree to execute on request all documents necessary to record you as a registered user of the Service Marks. You will not use the Service Marks as part of any electronic mail address or in any electronic mail message except in accordance with the Operations Manual and only for the purposes of the Franchise.~~

~~You will immediately notify us of any infringement of, or challenge to, your use of the Service Marks or any marks identical to or confusingly similar to the Service Marks, including any claims of infringement or unfair competition. While we will make reasonable efforts to protect your rights to use the Service Marks, we will have sole discretion to take or not to take action, as we deem appropriate. If we undertake the defense or prosecution of any litigation or administrative action involving you or any litigation or administrative action involving the Service Marks, you agree to execute any and all documents and to do all acts and things that in the opinion of our counsel are necessary or advisable to carry out the defense or prosecution. This may be done either in our name or in your name, as we will elect. We will not be required to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving the Service Marks or if the proceeding is resolved unfavorably to you. Instead, at any time, you will modify or discontinue use of any franchise names or Service Marks, or will use one or more substitute names or marks, if we so direct in writing at any time. Our sole obligation in this event will be to reimburse you for your tangible costs in complying with our direction (i.e., cost of changing signs, stationery, etc.). Under no circumstances will we be liable to you for any other damages, costs, losses, rights, or detriments related to any modification, discontinuance, or substitution. All obligations or requirements imposed upon you relating to the Service Marks will apply with equal force to any modified or substituted names or marks.~~

~~You will not contest, directly or indirectly: Our ownership, title, right, or interest in the Service Marks, the Operations Manual, or the Method of Operation; or our exclusive right to register, use, or license others to use the Service Marks, Operations Manual, and Method of Operation. You will not advertise or use the Service Marks without following our then current guidelines and requirements. These may include, but will not be limited to, the placement of appropriate © or ® copyright and registration marks, or the designations TM or SM, where applicable.~~

~~Any and all goodwill associated with the Service Marks, including any goodwill that might be deemed to have arisen through your activities, will accrue directly and exclusively to our benefit, except as otherwise provided by applicable law. You appoint us as your agent and attorney in fact to amend or cancel any Registered User or Business Name filings obtained by you or on your behalf that involve or pertain to the Service Marks.~~

~~You will prepare all products offered at the FunBox Business in strict compliance with the Operations Manual and will apply the Service Marks to these products as we specifically direct.~~

~~You will not use the Service Marks on products or services that come from any source other than us or sources we approve in writing except for products you prepare or produce pursuant to the Operations Manual and the Method of Operation.~~

~~We make no representation or warranty, express or implied, as to the use, exclusive ownership, validity or enforceability of the Service Marks.~~

We and you will use reasonable best efforts to continuously improve the products, processes and services used in the Method of Operation and to develop new products, processes and services for use as part of the Method of Operation. All the improvements, inventions and developments you make, develop or create for use in the Method of Operation will be our property and we alone will hold any patent, trademark registration or other form of protection for those improvements, inventions, developments, processes, methods and practices.

5.4 — You Will Not Use Names or Marks in Combination. Except as provided in this Agreement, you will not use or give others permission to use the Service Marks, or any colorable imitation of them, combined with any other words or phrases. You and your owners, officers, and agents will not form or participate in the formation of any company, firm, corporation, or other entity having a name containing the words of the Service Marks. You may not combine or associate with any name or symbol of the Service Marks with any other name or word in any advertising or sign. The Service Marks must be used in exact conformity with specifications we set in the Operations Manual.

5.5 — Service Marks, Operations Manual, and Method of Operation May Be Changed. You acknowledge that the Service Marks, Operations Manual, and Method of Operation, including any future amendments or modifications to them, have substantial value, and that the conditions, restrictions, covenants not to compete, and other limitations imposed by this Agreement are necessary, equitable, and reasonable for the general benefit of you, Us, and others enjoying any lawful economic interest in the Service Marks, Operations Manual, and Method of Operation.

We may add to, subtract from, change or modify any part of the Service Marks, Operations Manual, or Method of Operation from time to time at our sole discretion. This may include changes to the products, equipment, signage, trade dress, décor, design, appearance, operations, programs, services, methods, standards, forms, policies and procedures of the Method of Operation or abandoning the Method of Operation altogether in favor of another system in connection with a merger, acquisition, or other business reason. You will accept, use, and protect, for the purposes of this Agreement, all additions, subtractions, changes and modifications as if they were a part of the Service Marks, Operations Manual, and Method of Operation at the time this Agreement is executed. You will bear all costs and expenses which may be reasonably necessary as a result of such changes or modifications. Under no circumstances will we be liable to you for any damages, costs, losses, or detriments related to of these changes or modifications.

5.6 — You Will Not Communicate Confidential Information. This Section 5.6 is subject to applicable state law. You specifically acknowledge that you will receive valuable specialized and confidential information, including information regarding our operational, sales, promotional, and marketing methods and techniques, operating procedures, processes, practices, lists of suppliers, customer lists, manuals, marketing and sales techniques and strategies, and the Method of Operation. Unless required by court order or applicable law, you agree not to copy, download to internet, intranet, modem, fax, e mail, mail or send any confidential material or divulge any material directly or indirectly to any other person or enterprise outside of our franchise system. During the term of this Agreement and after it expires or is terminated, you will never communicate, fax, e mail, post on an internet electronic bulletin board, divulge or use in any other manner, either for your benefit or the benefit of any other person, persons, partnerships, associations, companies or corporations any confidential or proprietary information, knowledge or know-how concerning the Method of Operation or any information we have communicated to you in written, verbal or electronic form, including intranet passwords, for the operation of your franchised business.

You will assure that all communications and media connections with us and with your customers and access to financial information (especially bank account and credit card information) are at all times kept secure. This includes wireless, cable, internet, broadband or other communications and media connections. Your security

measures must be in compliance with all legal requirements and, particularly, with all security requirements of the relevant banks and issuing credit card companies.

The Method of Operation includes valuable proprietary and confidential information. Unless required by court order or applicable law, you agree to not communicate or divulge the contents of our Operations Manuals or any other information related to the Method of Operation or to the operation of the Franchise or our franchise system to any person or entity except those we authorize in writing to receive the information. You agree that these contents and information are confidential. They are our exclusive property, and you may only use them in the Franchise subject to the provisions and duration of this Agreement. You agree to fully and strictly adhere to all security procedures we prescribe for maintaining the confidentiality of the information. You agree to disclose information to your employees only to the extent necessary to perform the franchise business. You will not reverse engineer, decompile or disassemble any items embodying the Method of Operation or our confidential information.

The Method of Operation is a technologically advanced program of accounting, identification procedures, management systems, techniques and business operations and systems that would, if used by other persons, firms or entities, give a substantial competitive advantage which we presently enjoy. Any and all information, knowledge and know how, not generally known about the Method of Operation and our products, services, standards, specifications, systems, procedures and techniques, including information, manuals, contracts, customer data, supplier data, financial data, price lists, methods, techniques, processes, compilations, formulas, programs or patterns related the operation of a franchise and its products and services and any other information or material that we may designate as confidential, will be deemed confidential for purposes of this Agreement. This will not apply to information which you can demonstrate came to your attention prior to disclosure by Us, or which is or has become a part of the public domain through publication or communication by others. Our confidential information is licensed, not sold, to you. You will not reverse engineer, decompile, or disassemble any item that embodies confidential information. The Operations Manual may contain guidelines to protect confidential information and trade secrets, including limited access to the information on a need to know basis, locking of offices and computer files, placement of appropriate legends on materials, limited access for copying and scanning, password protection, and encryption. You will conduct periodic meetings with your managers and employees to instruct them on their responsibilities to maintain the confidentiality of our information, including severance interviews with terminated employees in which they acknowledge in writing their post employment confidentiality obligations.

You will require as a condition of the employment of your employees and anyone else providing services to you that they maintain and protect our confidential and proprietary information, including the signing of a confidentiality agreement. You must follow our security procedures, which may include the execution of approved nondisclosure agreements, and Intranet and Internet usage agreements. You will be responsible to enforce these covenants and agreements by your employees. These covenants are for the benefit of us and our franchise system and are enforceable by us. If you become aware of any actual or threatened violations of these covenants by any of your employees and anyone else providing services to you, you will promptly and fully advise us in writing of all related facts known to you. You will cooperate with us in all ways we reasonably request to prevent or stop any violation. This may include institution or permitting to be instituted in your name any demand, suit or action that we determine is advisable. The demand, suit or action may be maintained and prosecuted by us and you at your expense.

You will assure that you and all your agents, employees, consultants, partners, owners, members, officers, directors, and shareholders and other persons in your control, to whom any information is communicated, will keep, preserve, and protect all confidential information.

~~This section contains prohibitions based upon an understanding that you, your key employees, your officers, your partners, your employees, members and stockholders (as applicable) will possess knowledge of business and operating methods and confidential information, disclosure of which would prejudice our interests and our other franchisees.~~

~~If you engage in any outdoor inflatable component amusement park within two (2) years of the expiration, termination or transfer of this Agreement, you will prove to us that you have not used our confidential information in that business. This two (2) year period is not intended to limit the duration of your obligation to preserve the confidentiality of the information and to not use the information after expiration, termination or transfer of this Agreement.~~

~~5.7 — **Conflicting or Competing Interests.** This Section 5.7 is subject to applicable state law. You will diligently, faithfully, and honestly perform your obligations pursuant to this Agreement. You will use your best efforts to develop, promote, and enhance your Franchise. You will not engage in any activity or business enterprise that conflicts with these obligations.~~

~~At all times the Franchise must be under your direct supervision. You will devote a substantial enough amount of time and energy to properly operate the Franchise. What constitutes proper operation will be in our sole reasonable discretion. In your absence, the Franchise must be under the direct supervision of a manager who has successfully completed the required training programs and who devotes the necessary time during business hours to the management of the Franchise.~~

~~Absentee ownership is not in the best interest of either you or us and will be grounds for termination of the Franchise without express written consent.~~

~~In express consideration for and during the term of this Agreement, neither you nor your owners, shareholders, members, partners, directors, officers, employees, consultants, distributors, or agents, nor the members of your or their immediate families or households (who have access to or knowledge of the Operations Manual or Method of Operation), will directly or indirectly participate as an owner, shareholder, member, partner, director, officer, employee, consultant, franchisor, franchisee, distributor, advisor or agent, or serve in any other capacity in any business (including business information) engaged or to be engaged in the sale or rental at wholesale or retail or on the Internet of amusement, products, or services or any business that offers amusement, products, or services that are essentially the same as, or substantially similar to, the products and services that are part of our Method of Operation. We may waive this covenant only in writing. During all of these periods, you agree to promptly and fully disclose to our Chief Executive Officer any business opportunity coming to your attention, or conceived or developed in whole or in part by you, which relates to our business.~~

~~You will assure that you and your owners, directors, officers, partners, shareholders, members, employees, consultants, and agents, during the term of this Agreement and for a period of 2 years after expiration or termination of this Agreement, do not:~~

~~A. ——— divert or directly or indirectly attempt to divert any of our business or any of our customers to any competing establishment; or~~

~~B. ——— do or perform, directly or indirectly, any other act injurious or prejudicial to our goodwill associated with the Service Marks and Method of Operation.~~

~~The running of the periods of time specified by this Section will be tolled and suspended for any period of time during which a court or arbitrator determines you to have been in violation of this Section.~~

~~If, for any reason, any provision set forth in this Subsection is determined to exceed any lawful scope or limit as to duration, geographic coverage, or otherwise, it is agreed that the provision will nevertheless be binding to the full scope or limit allowed by law or by a court of law. The duration, geographic coverage and scope allowable by law or court of law shall apply to this Agreement.~~

~~The provisions relating to interests in any other business will not apply to your ownership of outstanding securities of any corporation whose securities are publicly held and traded. Provided that you hold these securities for investment purposes only and that your total holdings do not constitute more than five percent (5%) of the outstanding securities of the corporation.~~

~~You will obtain written covenants from your owners, shareholders, members, partners, directors, officers, employees, consultants, distributors, and agents in a form satisfactory to us that these persons will comply with the provisions of this Section.~~

~~You and we stipulate that, in light of all of the facts and circumstances of the relationship between you and us, the covenants, restrictions and agreements referred to in this Section (including without limitation their scope, duration and geographic extent) are fair and reasonably necessary for the protection of our confidential information, goodwill and other protectable interests. If a court of competent jurisdiction should decline to enforce any of those covenants and agreements, you and we request the court to reform these provisions to restrict your use of confidential information, non-solicitation, ability to compete with us, and any other covered topics to the maximum extent, in time, scope of activities, and geography, the court finds enforceable under applicable law.~~

~~5.8 — **Computer Systems.** You will install and use cash registers, merchant account processing, and accounting, and inventory and operations control computer systems approved by us. We will provide written specifications for these systems in the Operations Manual. You will purchase, lease, or otherwise acquire, from sources of your choice and at your expense, computer hardware and software (including but not limited to programs, computer terminals, Internet and other network access providers, website vendors, video conferencing, and cash registers) which will be totally compatible with and will strictly conform to all requirements, standards, and specifications we may set from time to time. You must have these systems in operation at the FunBox Business prior to opening for business.~~

~~You must comply with any separate software or other license agreement that we or our designee uses in connection with providing these services to you.~~

~~You are required to have DSL or other high speed Internet service with a static IP address to your business so that you can access downloads from us of advertising materials, operations manual revisions, training materials, product access and preparation; communication; email; web site access; and corporate news. Your computers and access must also accommodate our remote access to your computer systems, software and records. You will comply with all our requirements regarding Internet, Intranet and computer use contained in the Operations Manual.~~

~~You will, at your sole expense, continuously maintain (i) an active e-mail account and e-mail address on our email system as outlined in the Operations Manual, keep us informed of your current e-mail address and manage your e-mail account so that it does not become full or otherwise incapable of accepting new messages, and (ii) an electronic data exchange service designated by us to enable us to remotely retrieve sales, inventory and other operating data for the Franchise as frequently as we deem necessary. You, on behalf of yourself and, as applicable, your directors, officers, managers, employees, consultants, representatives and agents, waive any claim that our retrieval of data from your electronic records violates any person's rights of privacy.~~

5.9 — ~~Terms of Product Sales.~~

~~A. — To receive products, you must deliver to us a purchase order that specifies the products. All orders you submit are subject to acceptance at our corporate headquarters in Las Vegas, Nevada. We reserve the right to reject any order that is not credit approved or does not conform with the provisions of this Agreement. All orders accepted for delivery will be governed exclusively by the terms and conditions of this Agreement. Unless we agree in writing, no additional or different terms and conditions appearing on the face or reverse side of any order you issue will become part of that order. Our acknowledgment of your purchase order will not be acceptance of any additional or different terms and conditions.~~

~~B. — Shipments are subject to availability. Upon notice to you, we may schedule and reschedule any order, at our discretion. We may decline any order for credit reasons or because the order specifies an unreasonably large quantity or makes an unreasonable shipment request.~~

~~C. — We will use commercially reasonable efforts to meet any scheduled shipment date. However, we will not be liable for delays in meeting a scheduled shipment date for any reason. If products are scarce, we will allocate them equitably, at our discretion, among our customers.~~

~~D. — Unless otherwise agreed, the products will be shipped only to your approved facility and only after receipt of an order from you.~~

~~E. — We may refuse to ship or delay the shipment of any products on order if you become delinquent in payment of your obligations, exceed established credit lines, fail to meet our other credit or financial requirements or fail to provide financial information when we request. No cancellation, refusal or delay will terminate this Agreement.~~

~~F. — All products will be delivered to you F.O.B. origin upon transfer to a common carrier. You will pay all transportation, insurance, rigging and drayage charges.~~

~~G. — On delivery of products to carrier, title (or with respect to Licensed Programs licensed, not sold, title only to the media on which the Licensed Program is delivered) will pass to you and you will assume responsibility for promptly advising the carrier and insurer of the loss, for filing a claim and for recovery of any sums owed by them to you. Upon request, we will cooperate with you to establish a claim.~~

~~H. — You grant to us a security interest in the products and proceeds of as security for your obligations under this Agreement. Upon request, you will execute and file all instruments or documents necessary to perfect~~

any security interest. You acknowledge that we may file a copy of this Agreement as a financing statement for that purpose.

I. ——— You will maintain sufficient inventories of products and employ sufficient help to operate your business at a level of capacity and market penetration commensurate with the reasonable demands of the marketplace.

J. ——— You will represent fairly all products you purchase from Us

K. ——— You will comply with all of the obligations and requirements imposed upon you by the manufacturers or distributors of the products.

L. ——— You will use commercially reasonable efforts and good faith to promote, demonstrate and sell the products.

M. ——— You will provide to us forecasts of your projected purchases of products.

N. ——— The products are subject to the manufacturer's standard warranty. We disclaim all warranties, including the implied warranties of merchantability and fitness for a particular purpose. No representation, affirmation of fact, statement regarding capacity or suitability, that is not in this Agreement, will be a warranty by us for any purpose.

O. ——— We will not be liable for any loss or damage claimed to have resulted from the use, operation or performance of the products, whatever the form of action. Our maximum liability to you, whether based upon contract, warranty, tort or otherwise, will not exceed the actual amount you pay to us for the specific product that causes the damages. These limitations of liability will not apply to claims for personal injury caused by our negligence. We will not be liable to you for special, indirect, incidental or consequential damages or from any damages resulting from loss of use, data or profits.

5.10 — Employees and Contracted Staff. You are exclusively responsible to train and make sure your employees and independent contractors meet the standards, specifications and procedures outlined in the Operations Manual. You will hire only efficient, competent, sober and courteous employees for the conduct of the franchise business and will pay their wages, commissions, piece work and any other compensation justly due with no liability on our part.

A. ——— You will control your own employees and independent contractors. We will not have the power to hire, fire, direct, supervise, or discipline them. You will maintain complete and accurate employee records and clearly document, in all relevant ways, that you and your employees are not our employees.

B. ——— You must comply with all state and federal laws in respect to your employees. You acknowledge that you have had ample opportunity to investigate these and other laws applicable to your business with your own independent legal counsel before signing this Agreement. You must indemnify and hold us legally harmless from any of your violations of such laws. You are exclusively responsible to create and use employee and human resources handbooks and manuals that you prepare specifically for your business operations tailored to the legal jurisdictions within which you operate with the advice of human resources professionals and legal advisors you select.

C. ——— You exclusively determine the wages and payment rates and methods of payment to your employees and independent contractors. You must pay special attention to federal and state wage and hour laws with respect to your employees. You must comply with all such laws and pay your employees properly. You are responsible for any employee wages and compensation, payroll taxes and other required withholding, worker's

~~compensation and benefits. You are responsible for any employee wages and compensation, payroll taxes and other required withholding, worker's compensation and benefits. You exclusively determine the wages and payment rates and methods of payment to your employees and independent contractors.~~

~~D. — You are exclusively responsible to monitor, supervise, and control the scheduling, performance, efficiency, and efficacy of your employees and independent contractors and to make adjustments to improve the results of their efforts.~~

~~E. — If you decide to share employees or independent contractors with other franchisees, then you will indemnify and hold legally harmless us (and our affiliates, officers, directors, employees and agents) from any claims, losses, attorney fees and damages resulting from such activities. You acknowledge that this provision does not constitute an endorsement to share employees with other franchisees.~~

~~F. — You are responsible to train and to make sure your employees and independent contractors meet the standards, specifications and recommendations outlined in the Operations Manual, including those related to appearance, customer service, background checks, and drug testing (as applicable). You are required to hire and maintain sufficient staff in order to handle customer volume at all times. You will ensure that your employees present a neat and clean appearance and render friendly, efficient, sober and courteous service to your customers.~~

~~G. — All employees and independent contractors whose duties include customer service must have sufficient literacy and fluency in the English language to serve the public.~~

~~H. — You may not hire any employee or independent contractor who has been found guilty of any charges of fiduciary misconduct, any form of unlawful sexual conduct, any felony of any kind, or any similar charges that reflect negatively on the person's moral turpitude and character.~~

~~I. — All revenues generated under this Agreement from all business activities of the Franchise must be paid directly to you and not directly to your employee or independent contractor.~~

~~6) — **RENEWAL, TERMINATION AND STEP-IN RIGHTS**~~

~~6.1 — **Renewal of Franchise.** If you are not in breach, you may renew the Franchise for periods of ten (10) years under the terms of our then current Franchise Agreement forms. You will exercise your renewal option by giving written notice to us at least six months, but no earlier than nine months, before the end of the franchise term established by this Agreement.~~

~~There is no fee for renewal of the Franchise; however, you must reimburse us for our reasonable out-of-pocket costs concerning the renewal. The renewed Franchise Agreement will be evidenced by you signing the Franchise Agreement forms we then are using (with appropriate modifications to reflect the fact that the agreement relates to the grant of a renewal franchise). These forms may vary materially from this Agreement. Your failure or refusal to execute the Renewal Franchise Agreement forms within thirty days after delivery to you may be regarded as an election by you not to renew. Upon renewal, the FunBox Business must remain located in the geographical territory designated in this Agreement. The Franchise Territory may be modified and its geographic area may be reduced to meet our then current franchise market penetration and demographic standards.~~

~~You will refurbish and replace the FunBox Business, inflatable park(s), fixtures, and equipment to conform to the then current Operations Manual and Method of Operation. There will be no limitation on the amount that we may require you to spend on refurbishing and replacement. You must make all capital expenditures reasonably required to renovate and modernize the FunBox Business and its signs and equipment to reflect the design and décor image of our franchises we are then requiring of new or renewing franchisees. These expenditures will be in an amount necessary to make the FunBox Business modern and fresh and to resolve wear and tear. If renovation~~

or modernization of the FunBox Business is not feasible, you may relocate to a new site, subject to our prior written approval. Our approval will not be unreasonably withheld, provided that the relocation does not infringe on any other FunBox location.

You must execute a general release, in a form we prescribe, following applicable law, to release us from any claims you may have against us.

Before renewal, you or your designated manager will attend and successfully complete any retraining program we prescribe in writing. This will be done at your expense, including travel, meals, lodging, and our then current training fee.

We may refuse to renew this Agreement if you fail to satisfactorily comply with this Agreement. The determination of satisfactory compliance will be within our exclusive discretion in good faith. If we refuse to renew, you must continue to perform under this Agreement until its expiration.

Continuation. You have no automatic right to continue operation of the Franchise following expiration or termination of this Agreement. If you continue to operate the Franchise with our express or implied consent, following the expiration or termination of this Agreement, the continuation will be a month to month extension of this Agreement. This Agreement will then be terminable by either party upon 30 days written notice. Otherwise, all provisions of this Agreement will apply while operations continue. Upon termination of this Agreement under this section, all post termination covenants and obligations in this Agreement will apply.

6.2 — Termination by You. You may terminate this Agreement if you comply with the terms of this Agreement and if we substantially breach any material provision of this Agreement and fail to cure or reasonably begin to cure that breach within thirty (30) days after receipt of written notice specifying the breach. Termination will be effective ten (10) days after you deliver to us written notice of termination for our failure to cure within the allowed period.

6.3 — Termination by Us.

A. — This Section 6.3(A) is subject to applicable state law. The following provisions are in addition to all other remedies available to us at law or in equity. We will have the option to cure your breaches at your expense.

If any payments to us, our affiliates or approved vendors are late by more than fifteen (15) business days, we may suspend your ability to access forms, software, web sites, Internet or Intranet, or limit your continued operation of the franchise and order all product deliveries withheld from you until the payments are received.

We may terminate this Franchise Agreement and any other franchise agreement and related agreements between the parties if you breach any term or provision of this Agreement and do not cure the breach (or reasonably begin to cure and diligently pursue the cure until the breach is remedied) within thirty (30) days after receipt of our written "Notice to Cure." Termination will occur immediately upon delivery to you of our written declaration of termination for failure to cure within the allowed time frame.

B. — Automatic Termination. This Section 6.3(B) is subject to applicable state law. Among other things, you agree that it will be a default constituting a substantial breach of a material provision of this Agreement pursuant to relevant law, thus establishing good cause for termination, and that this Franchise Agreement and any other related agreements and franchise agreements between the parties will terminate automatically upon delivery of written notice of termination to you, if you or your owner(s), officer(s), or key employee(s):

- (1) — Become insolvent, make a general assignment for the benefit of creditors, have a receiver appointed to administer or take possession of any part of the franchised business or your

assets, or admit to not being able to meet your obligations as they become due or become bankrupt, or become subject to any chapter of the United States Bankruptcy Code, unless you: (i) timely undertake to reaffirm the obligations under this Agreement; (ii) timely comply with all conditions as legally may be imposed by us upon such an undertaking to reaffirm this Agreement; and (iii) timely comply with such other conditions and provide such assurances as may be required in relevant provisions of the United States Bankruptcy Code; provided, however, that we and you acknowledge that this Agreement constitutes a personal service contract and that we have relied to a degree and in a manner material to this Agreement upon the personal promises of you and/or your directors, officers, shareholders or partners, as the case may be, to participate personally on a full time basis in the management and operation of the franchised business, and, consequently, we and you agree that any attempt by any other party, including the trustee in bankruptcy or any third party, to assume or to accept an assignment of this Agreement will be void.

- ~~(2) If operating an Indoor Park, you fail to operate the Franchise continuously and actively for five consecutive days or for any shorter period after which it is reasonable under the facts and circumstances to conclude that you do not intend to continue the Franchise or maintain a suitable Franchise location.~~
- ~~(3) Fail to comply with any requirement of this Agreement or of any related agreement between the parties within twelve months after having received two thirty (30) day or five (5) day Notices to Cure deficiencies in performance of the same or any other requirement pursuant to Subsection (A) above, whether or not your failures to comply are corrected after we deliver notice to you.~~
- ~~(4) On more than two occasions fail to report monthly Revenue on time, understate monthly Revenue by more than two percent (2%).~~

~~(5) 1.1.1. Make or have made any material misrepresentation or misstatement on the franchise application or with respect to ownership of the Franchise. If you misrepresented yourself and you are a competitor of ours or a competitor of an affiliate of ours, we may keep the entire initial franchise fee, cancel training, and terminate this Agreement.~~

- ~~(6) Allow the Franchise or FunBox Business to be seized, taken over, or foreclosed by a creditor, lienholder, or lessor; let a final judgment against you to remain unsatisfied for thirty days (unless a supersedeas or other appeal bond is filed); or allow a levy of execution upon the Franchise or upon any property used in the Franchise, that is not discharged by means other than levy within five days of the levy.~~
- ~~(7) Are convicted of a felony or a sex crime, are required to register as a sex offender, have been convicted of a crime of moral turpitude, are on probation or parole, or are convicted of any criminal misconduct relevant to the operation of the Franchise.~~
- ~~(8) Within a period of ten days after notification of noncompliance, fail to comply with any federal, state, or local law or regulation applicable to the operation of the Franchise.~~
- ~~(9) Fail to pay any Franchise, Royalty, or other amounts owed pursuant to this Agreement within five days after receipt of written notice that the fees or amounts are overdue.~~
- ~~(10) Operate the Franchise in a manner that creates an imminent danger to public health or safety.~~

- (11) ~~Do not keep information related to the Franchise confidential except to employees or persons authorized to know.~~
- (12) ~~Fail to obtain agreements from your employees to keep information confidential.~~
- (13) ~~Attempt to unilaterally repudiate this Agreement or the performance or observance of any of its terms, conditions, covenants, provisions or obligations by any conduct evidencing your intention to no longer comply with or be bound by this Agreement.~~

~~6.4 — **Time Frames Subject to Applicable Laws.** The provisions of this Agreement may state periods of notice less than those required by applicable law. They may provide for termination, cancellation, nonrenewal or the like other than according to applicable law. They will be extended or modified to comply with applicable law. We will not, however, be precluded from contesting the validity, enforceability or application of such laws or regulations in any mediation, action, arbitration, hearing or dispute relating to this Agreement or the termination of it.~~

~~1.1. — 6.5 — **Your Obligations Upon Termination or Expiration.** Upon termination or expiration of this Agreement, all rights granted to you under this Agreement will terminate, the franchise will revert to us, you specifically authorize us to contact your payment processor and cancel any agreement you may have with that payment processor, and you will have the obligations set forth below, which obligations survive the expiration or termination of this Agreement, along with any other provisions of this Agreement which by their nature may or are to be performed following expiration or termination of this Agreement.~~

A. ~~Immediately cease using the Service Marks (or any names or marks deceptively similar to them), the Operations Manual and the Method of Operation. We will have the right, title and interest to any sign or sign faces bearing the Service Marks. You acknowledge our right to access the FunBox Business if we elect to take possession of any sign or sign faces bearing The Service Marks.~~

B. ~~Return to us all copies of the Operations Manual. Return to us all records, files, instructions, correspondence, and materials in your possession or control related to the Method of Operation. You will give us a complete and accurate summary of your advertisers, customers and leads, including their names, addresses, telephone numbers and related file records. You will assist us in every way possible to bring about a complete and effective transfer of your franchise business to us or to our designated franchisee.~~

C. ~~Authorize telephone, Internet, email, electronic network, directory, and listing entities, to transfer all numbers, addresses, domain names, locators, directories, and listings to us or to our designee. You will notify them of the termination of your right to use the Franchise names and Service Marks. You authorize the transfer of your telephone numbers and directory listings and Internet addresses, domain names and locators to us or our designated franchisees. You appoint us as your agent and attorney in fact to affect the transfer of these telephone numbers, directory listings, domain names and Internet directories to us. You agree that we will be treated as the subscriber for the telephone numbers and directory listings. We will have full authority to instruct the applicable telephone, directory and listing companies on the use and disposition of the telephone listings and numbers. You release and indemnify these companies from any damage or loss because they follow our instructions.~~

D. ~~Make reasonable modifications to the interior and exterior of any retained premises to reduce your identification as a part of our franchise system. These modifications will include but will not be limited to reasonable alterations to eliminate any possibility of confusion between the FunBox Business and any other FunBox location. Until all modifications and alterations are completed, you will maintain a conspicuous sign in a form we specify~~

stating that you are no longer associated with us. You will advise all customers or prospective customers coming to the FunBox Business or telephoning you that you are no longer associated with us

E. ~~Pay to us within seven (7) days all Royalty Fees and other sums you owe. These sums will include all damages, costs and expenses, including reasonable attorney's fees and collection costs, we incur because of your breach. These sums will include all costs and expenses, including reasonable attorney fees, we incur in obtaining injunctive, appellate, or other relief to enforce the provisions of this Agreement. Termination or expiration of this Agreement will not prejudice to any other rights or remedies that we have in law or in equity, including, without limitation, the right to recover benefit of the bargain damages, including lost revenue for the duration of the term of this Agreement.~~

F. ~~Abide by all provisions of the restriction upon communication of confidential information set forth above and the post termination Covenant Not to Compete set forth below. You will immediately return to us all our confidential information you have received, including any items that embody the confidential information. You acknowledge that you have no continuing ownership interest in the confidential information.~~

G. ~~At our option, do some or all of the following:~~

- ~~(1) Remove all Franchise related equipment, furnishings, and inventory from the FunBox Business;~~
- ~~(2) Sell the equipment, furnishings, and inventory to us, at the depreciated book value (straight line depreciation over five years) for equipment and furnishings and at your invoice cost for inventory less a 10 percent restocking charge. We will not be liable for payment to you for intangibles, including, without limitation, goodwill;~~
- ~~(3) Assign to us the lease for the FunBox Business and ownership and control of any website you own or control; and~~
- ~~(4) Sell to us your interest in the Franchise, the FunBox Business and all related equipment, fixtures, signs, real estate leases, equipment leases and personal property. Unless we state in writing that we do not intend to exercise this right, the parties must agree upon a purchase price and terms within five business days after termination of this Agreement. If not, a fair value and fair terms will be determined in Las Vegas, Nevada by three appraisers. Each party must select one appraiser. The two appraisers chosen must then select a third appraiser. Each party will pay for its own appraiser and each party will pay half for the third appraiser. The parties may then present evidence of the value of the Franchise and fair terms for the purchase at a hearing. The appraisers must exclude from their decision any amount or factor for the "goodwill" or "going concern" value of the Franchise. The decision of the majority of the appraisers will be conclusive.~~

H. ~~Upon termination for any reason, you will return to us all proprietary and confidential materials, including client lists, keys, codes, signage, advertising and marketing materials, uniforms, service agreements and other forms, printed files, clients lists and account information, security codes, cards and passes, picture identification badges and the like as described in the Operations Manual. If you fail to return or cease use of any of these items, we may enter your business premises without being guilty of trespass or any other tort to remove and retain the items. You will pay to us, on demand, any expenses we incur in trying to remove or collect such items or~~

in attempting to have you cease use of them. Your failure to immediately return all keys and security codes or passes to us may result in us changing locks, keys and codes at client premises at your expense.

6.7 — Our Step-In Rights. You authorize us to step in to operate the Franchise for as long as we believe necessary and practical in our exclusive judgment. We may do so without waiving any other rights or remedies that we may have. Cause for interruption may include our reasonable determination that: you are incapable of operating the Franchise; you are absent or incapacitated because of illness or death; you have failed to pay when due any real property, equipment rent or lease payments, suppliers, or inventory payments; you have failed to pay to us when due any franchise, royalty, advertising, or other fee; you have failed to pay when due any taxes or assessments against the Franchise or property used in the Franchise; you have failed to pay when due any liens or encumbrances placed upon or against your business property; or we decide that significant operational problems require us to operate the Franchise for a time. We may exercise our step in rights if you are ill or disabled, you, your lender, or the SBA requests our assistance or agrees to our proffered support and supervision, directly or indirectly or through its contract agents.

All Revenue from our operation of the Franchise will be for your exclusive account. We will pay from that Revenue all expenses, debts and liabilities we incur during our operation of the Franchise. This will include our personnel and administrative costs, plus fifteen percent (15%) to cover our overhead expenses. In addition, we will have the option, but not the obligation, to pay for you any claims owed by you to any creditor or employee of the Franchise. You will reimburse us upon demand, including at the rate set forth above for overdue amounts

We will keep in a separate account all Revenue generated by the operation of the Franchise, less the expenses of operation.

We will have no obligation to retain any employee of the Franchise, nor to honor any contractual employment commitments you previously made. If we elect to retain any employee, employment will be pursuant to a new employment agreement between us and the employee. Employment will commence on the first business day on which we carry on business through the Franchise. Any claim by an employee for unpaid salary, vacation pay, or other benefits will be your responsibility.

Upon our exercise of these Step In Rights, you agree to hold us harmless for all of your acts, omissions, damages, or liabilities arising during our operation of the franchise.

Our operation of the Franchise will not operate as an assignment to us of any lease or sublease of franchise property. We will have no responsibility for payment of any rent or other charges owing on any lease for franchise property, except as the charges relate to the period of our operation of the Franchise.

In addition to our right to step in or to terminate this Agreement, and not in lieu of that right or any other rights against you, in the event that you will not have cured a default under this Agreement within the 30 days after receipt of the written "Notice to Cure" from us, we may, at our option, enter upon the FunBox Business and exercise complete authority with respect to the operation of the business until we determine that your default has been cured and that there is compliance with the requirements of this Agreement. You specifically agree that a designated representative of ours may take over, control, and operate the business. You will pay us a service fee of not less than two hundred dollars (\$200) per day plus all travel expenses, room and board and other expenses reasonably incurred by our representative so long as it will be required by the representative to enforce compliance. In addition, if you breach any provision of this Agreement that is curable and we give you notice of the breach, in addition to curing the breach you must pay us a non-compliance fine of up to five hundred dollars (\$500) to help defray our administrative and corporate costs related to the breach and remedy.

You agree to pay our reasonable legal and accounting fees and costs we incur because of our exercise of these Step In Rights.

~~6.8 — **You and Your Owners Not to Compete During the Term of Agreement.** This Section 6.8 is subject to applicable state law. You will not, directly or indirectly, during the term of this Agreement, on your own account or as an employee, consultant, partner, officer, director, shareholder or member of any other person, firm, entity, partnership, corporation or company, own, operate, lease to or lease from, franchise, engage in, be connected with, have any interest in, or assist any Competitive Business, wherever located, whether within the Territory or elsewhere. For purposes of this Agreement, a Competitive Business is any business that offers or provides recreational services similar to or offered by FunBox Businesses or any business which grants franchises or licenses to others to operate such a business.~~

~~6.9 — **You and Your Owners Not to Compete on Expiration, Termination or Transfer of Agreement.** — You will not, directly or indirectly for a period of two (2) years after the transfer by you, or the expiration or termination of this Agreement, on your own account or as an employee, consultant, partner, officer, director, shareholder, lender, or joint venturer of any other person, firm, entity, partnership, corporation or company, own, operate, lease to or lease from, franchise, conduct, engage in, be connected with, have any interest in or assist any Competitive Business which is located within the Territory or within a one hundred (100) mile radius of any FunBox business, whether owned by us, our affiliates, or a franchisee, wherever located, whether within the Territory or elsewhere.~~

~~1.1. — **6.10 — Reasonableness.** You agree that the scope of the prohibitions set forth in Sections 6.8 and 6.9 are reasonable and necessary to protect us and the System (including other franchisees of the System). You agree that the prohibitions in Sections 6.8 and 6.9 must be very broad in order to prevent you from taking information, materials and training we are providing to you on an ongoing basis and using them to either compete with us, or preempt or otherwise restrict our ability to enter new markets. You agree that the time period and the scope of the prohibitions set forth in Sections 6.8 and 6.9 are the reasonable and necessary time and distance needed to protect us if this Agreement expires or is terminated for any reason. You also agree that you have many other opportunities available to earn a living, and that these restrictions will not preclude you from engaging in a lawful trade or business for which you otherwise have training or experience.~~

~~7) — **TRANSFER**~~

~~7.1 — **Sale or Assignment.**~~

~~A. — Your rights and obligations under this Agreement are exclusive to you. Whether voluntarily or involuntarily, neither you, your owners, partners nor others claiming an interest in the Franchise will sell, transfer, assign, encumber, give, lease, or sublease, or allow any other person to conduct business in or through (collectively called "transfer") the whole or any part of: this Agreement, the FunBox Business, substantial assets of the Franchise business, or ownership or control of you or to fractionalize any of the rights granted to you pursuant to this Agreement. Any attempted transfer without our prior written consent will be a breach of this Agreement. Our consent will not be unreasonably withheld. We need not consent to any transfer to a competitor of ours. We need not consent to any transfer before the date the Franchise opens for business.~~

~~Because we will have a strong and vested interest in the financial viability and ongoing management abilities of the transferee, we need not consent to any transfer if we reasonably believe the purchase price is excessive or if we believe based upon a review of the transferee's operational and business plans that the transferee's business operations might not be beneficial on a cash flow or financial basis~~

~~We enter this Agreement, in part, in reliance upon the individual or collective character, skill, attitude, business ability and financial capacity of you (or your shareholders, members or partners, if you are a corporation, limited liability company, partnership or other entity).~~

~~Our consent to a transfer by you will remain a subjective determination. Before the effective date of a transfer we approve:~~

- ~~(1) The transferee must assume your Franchise obligations. You will remain bound by your covenants in this Agreement to not disclose confidential information and to not compete with us or our franchisees.~~
- ~~(2) You will pay all ascertained or liquidated debts concerning the Franchise.~~
- ~~(3) You may not be in breach of this Agreement or any other agreement between the parties. Our consent to the transfer will not constitute a waiver of any claims we may have against you.~~
- ~~(4) The transferee will pay for and complete to our exclusive satisfaction the training programs we then require of new franchisees or otherwise show to our satisfaction sufficient ability to successfully operate the Franchise.~~
- ~~(5) Subject to state law, you or the transferee will pay a Transfer Fee according to our then current Transfer Fee Schedule. This fee will reimburse us for our reasonable legal, accounting, credit check, and investigation expenses that result from the transfer. The Transfer Fee will not be more than five thousand dollars (\$5,000).~~
- ~~(6) You will pay us a five percent (5%) commission on the gross transfer price (excluding the price of real property) if we obtain the transferee for you.~~
- ~~(7) The transferee will execute all documents we then require of new franchisees. This includes a new Franchise Agreement in the form we then are using. The new Franchise Agreement may contain economic and general terms that are materially different from those contained in this Agreement. The term of the new agreement will be for the unexpired term of this Agreement or for a new full term as we will elect. You must ask us to provide the prospective purchaser with our current form of disclosure document required by the applicable federal or provincial/state registration and disclosure laws, and a receipt for this document will be delivered to us; provided however, we will not be liable for any representations you make apart from those contained in our disclosure document.~~
- ~~(8) The transferee will meet our standards for quality of character, financial capacity, and experience required of a new or renewing franchisee. You will provide information we require to prove the transferee meets our standards.~~
- ~~(9) You and your owners, members, partners, officers, and directors will execute a general release in our favor. The release must be in a form we prescribe, following applicable law, to release us from any claims you may have against us and our representatives, subsidiaries and affiliates and our officers, directors, attorneys, shareholders and employees in their corporate and individual capacities. This will include claims arising under federal, state and local laws, rules and ordinances arising out of, or connected with, the offer, sale and performance of this Agreement or any other agreement between the parties.~~
- ~~(10) If the entire Initial Franchise Fee has not yet been paid in full, it must be paid in full despite the due date for payment established by this Agreement.~~

- ~~(11) If the lease or sublease for the Franchise Premise requires, the lessor or sublessor must have consented to the assignment or sublease of the FunBox Business to the transferee. All fixtures and equipment at the FunBox Business must be inspected and certified by a qualified professional inspector to be in good working order and free of operational defects. It will be your responsibility to bring all fixtures and equipment to proper working order before the transfer takes place. The transferee must agree in writing with any third-party leasing company to accept any outstanding lease on equipment or other furnishings or you will resolve such leases and remove that equipment or furnishings from the FunBox Business.~~
- ~~(12) You will enter into an agreement to subordinate, to the transferee's obligations to us (including the payment of all franchise fees), any obligations of the transferee to make installment payments of the purchase price to you. The form of this subordination is subject to our approval.~~
- ~~(13) Upon our granting of approval for the transfer, you will:~~
- ~~ensure that the transfer is affected in compliance with the requirements of all federal, state, and local laws, including applicable tax and bulk sales legislation, and with the applicable requirements of the lease of the FunBox Business;~~
- ~~deliver to the purchaser the Operations Manual and all other manuals and materials we provided to you for use in the Franchise, including all materials bearing the Trademarks and our advertising, promotional and training materials, order books and bookkeeping and reporting forms.~~
- ~~(14) We have the right, but not the obligation and without any liability to you, to make available for inspection by any proposed transferee identified by you of all or any part of this Agreement and of our records related to our relationship with you and to your activities and performance under this Agreement. You specifically consent to such disclosure and agree to hold us harmless from any claim, loss or injury that might result from inspection of our records by your intended transferees.~~

~~B. With our prior written consent, you may transfer your rights and obligations under this Agreement to a corporation or other entity in which you continuously own a majority of the issued and outstanding shares of each class of stock or other evidence of ownership. The entity must be newly organized with its activities confined exclusively to act as the franchisee under this Agreement. The entity must contemporaneously agree in writing to be bound by the terms of this Agreement. You must contemporaneously agree in writing to guarantee the obligations of the entity and to remain personally liable in all respects under this Agreement. You and all other owners shall personally and unconditionally guarantee the obligations of the new entity and you will remain personally subject to and bound by all terms, conditions, restrictions and prohibitions contained in this Agreement. You as an owner of the entity agree to separately and personally, for you and for your successors, heirs and personal representatives, shall act as surety for the full and faithful performance of all of the obligations, commitments and payments required of the entity. In that capacity, you agree that we do not have to pursue any remedies we may have against the entity, but rather, may proceed directly and primarily against you with or without joining the entity as principal or as a named party in any proceeding.~~

~~You will be in breach of this Agreement if you at any time dispose of any interest sufficient to reduce your ownership in the entity to less than a majority of any class of stock or other evidence of ownership. From~~

time to time, at our request, you will provide to us a current list of all your owners, shareholders, members, directors, officers, partners, and employees, with a summary of their respective interests in you.

~~C. We may transfer this Agreement. If we do, it will be binding upon and inure to the benefit of our successors and assigns. Specifically, you agree that we may sell our assets, the Service Marks, or the Method of Operation outright to a third party, may go public, may engage in a placement of some or all of our securities, may merge, acquire other entities or be acquired by other entities, or may undertake a refinancing, recapitalization, reorganization, leveraged buyout or other economic or financial restructuring. As for any or all these sales, assignments and dispositions, you waive any claims, demands or damages arising from or related to the loss of the Service Marks (or any variation of them) or the loss of association with or identification as part of our franchise system.~~

~~We will not be required to remain in any particular form of business or to offer to you products, whether or not bearing our Service Marks.~~

~~D. You may offer your securities or partnership interests to the public, by private offering, or otherwise, only with our prior written consent. Consent may not be unreasonably withheld. All materials required for the offering by federal or state law will be submitted to us for review before filing with any government agency. Any materials to be used in any exempt offering will be submitted to us for review prior to their use. No offering by you will imply (by use of the Service Marks or otherwise) that we are participating in an underwriting, issuance, or offering of your securities. You and all other participants in the offering must fully indemnify us concerning the offering. For each proposed offering, you will reimburse us for our reasonable costs and expenses associated with reviewing the proposed offering, including, legal and accounting fees. You will give us at least sixty days written notice before the effective date of any offering or other transaction covered by this subsection.~~

~~E. You may not grant a sub franchise or transfer less than all of your rights under this Agreement.~~

~~F. Our consent to a proposed Transfer will not be a waiver of any claims we may have against you (or your owners), nor will it be a waiver of our right to demand exact compliance with this Agreement. Our consent to a transfer will not constitute or be interpreted as consent for any future or other transfer.~~

~~G. You will comply with and help us to comply with any laws that apply to the Transfer, including state and federal laws governing the offer and sale of franchises.~~

~~7.2 Your Death or Disability:~~

~~A. Besides the Step In Rights described above, the following will apply in case of your death or incapacity if you are an individual, or of any general partner of you if you are a partnership, or of any member or shareholder owning fifty percent (50%) percent or more of you if you are a limited liability company or corporation or other entity. Within one hundred eighty (180) days of the event, the heirs, beneficiaries, devisees or legal representatives of that individual, partner, member or shareholder will:~~

- ~~(1) Apply to us for the right to continue to operate the Franchise for the duration of the term of this Agreement. The right to continue will be granted upon the fulfillment of all of the conditions set forth in Subsection (A) of the section entitled "Sale or Assignment by You," above (except that no transfer fee will be required) or,~~
- ~~(2) Transfer your interest according to the provisions of that Subsection. If a proper and timely application for the right to continue to operate has been made and rejected, the one hundred eighty (180) days within which to transfer will be computed from the date of rejection. For purposes of this Subsection, on an application for the right to continue to operate, our~~

~~silence through the one hundred eighty (180) days following the event of death or incapacity will be deemed an acceptance made on the last day of the period.~~

- ~~(3) If a suitable transferee purchaser is not found within one hundred eighty (180) days from the date of death or permanent incapacity, we may at our sole option enter into a contract to purchase the Franchise. Unless we state in writing that we do not intend to exercise this right, the parties must agree upon a purchase price and terms within twenty (20) business days after notice from us. If not, a fair value and fair terms will be determined in Las Vegas, Nevada by three appraisers. Each party must select one appraiser. The two appraisers chosen must then select a third appraiser. Each party will pay for its own appraiser and each party will pay half for the third appraiser. The parties may then present evidence of the value of the Franchise and fair terms for the purchase. The appraisers may include in their decision a factor for the "goodwill" or "going concern" value of the Franchise. The decision of the majority of the appraisers will be conclusive. Any time within 30 days after receiving the appraisers' decision, at our option, we may purchase the Franchise and your assets at the price and upon the terms determined by the appraisers.~~

- ~~B. If the provisions of this Subsection have not been fulfilled within the time provided, at our option, all rights licensed to you under this Agreement will immediately terminate and revert to us.~~

~~7.3 — **First Right of Purchase.** You will give us the right of first purchase before soliciting offers from a third party if you choose to sell your franchise business. You agree to notify us in writing if you desire to sell or transfer any interest in you or in your franchised business. We will elect to exercise our option to purchase within thirty (30) business days after our receipt of your written notification. If we offer you an amount that you do not agree to, you may try to sell to a third party, but on no better terms for the purchaser than we offered to you. If you later receive an offer from a third party purchaser on better terms than we offered to you, you are obligated to re-offer to us pursuant to the subsection entitled "First Right of Refusal". You are obligated before any transfer to a third party to comply with all criteria set forth in the subsections entitled "Sale or Assignment" and "First Right of Refusal." If you do not complete a transaction with a third party within six (6) months, you agree we will again have the right of first purchase before any subsequent contemplated transaction.~~

~~We may elect to purchase all of your franchise business regardless of your intent to sell, assign, or transfer a lesser interest. We will pay the purchase price in full upon execution of the purchase agreement.~~

~~7.4 — **First Right of Refusal.** If you receive a bona fide offer from a third party acting at arm's length to purchase the Franchise, a majority interest in ownership of you, or substantially all of the assets of the Franchise, evidenced by a letter of intent or similar document, which offer is acceptable to you or to your owners, we will have the right to purchase at the bona fide price on the same terms and conditions as offered to you. We may substitute cash for any other form of consideration contained in the offer. Our credit will be deemed to be equal to the credit of any proposed purchaser. At our option, we may pay the entire purchase price at closing. Within six (6) days after receipt by you of an acceptable bona fide offer, you will notify us in writing of the terms and conditions of the offer. We may exercise this right to purchase within fifteen (15) days after receipt of notice from you. We will not have a right to purchase the franchised business as set forth in this Section if (1) the interest that is the subject of the offer involves less than all of the business' ownership interests, (2) an owner is transferring their interest to a family member or (3) the transfer is a result of a member's or shareholder's death or disability. Terms and conditions for the purchase of the entire ownership interest shall be as similar to the terms and~~

conditions set forth in the offer as practicable and we will not decrease the purchase price to account for goodwill, intangibles or otherwise.

~~If we do not exercise our right to purchase within the thirty (30) days, you may make the proposed transfer to a third party. The transfer will not be at a lower price nor on more favorable terms than disclosed to us. Any transfer will be subject to our prior written permission described in the section entitled "Sale or Assignment by you," above. If the Franchise is not transferred by you within six (6) months from the date it is offered to Us, or if any material change is made in the terms of the proposed sale, then you must reoffer to transfer to us before a transfer to a third party.~~

~~If we do not elect to pay the entire purchase price at closing, we shall pay the entire purchase price no later than ninety (90) days from closing.~~

8) — INDEMNITY, INSURANCE, CONDEMNATION AND CASUALTY

~~8.1 — **Indemnity.** You will indemnify and hold us harmless from all fines, suits, proceedings, claims, demands, actions, losses, attorney fees and damages arising out of or connected with the Franchise and the business activities, acts or omissions of you and your employees and agents, including those brought against you and us jointly alleging that you and we were negligent or otherwise liable. We will not be liable to you or to any other person because of your act, omission, neglect, or breach. If it is established that both you and we were negligent or otherwise liable, you and we will contribute to the relevant award based upon the adjudication and assigned respective degree of fault. You will indemnify us for any loss, cost or expense, including attorney's fees, that may be sustained by us because of the acts and omissions of your vendors or suppliers or arising out of the design or construction of the FunBox Business.~~

~~This indemnification will include use, condition, or construction, equipping, decorating, or operation of the FunBox Business, including sale of any food products, service or merchandise sold from the FunBox Business. Any loss, claims, costs, expenses, damages, or liabilities shall include, without limitation, those arising from latent or other defects in the FunBox Business, whether or not discoverable by us, and those arising from the death or injury to any person, or arising from damage to the property of you or us, and our respective agents and employees, or any third person, firm, or legal entity.~~

~~You will defend us at your own expense in any legal or administrative proceeding subject to this Subsection. The defense will be conducted by attorneys we approve. Our approval will not be unreasonably withheld. You will immediately pay and discharge any liability rendered against us in any proceeding, including any settlement that we approve in writing. You will not settle any claim against us without our prior written approval. In our sole discretion and upon prior written notice to you, we may settle or defend any claims against us at your expense, including attorney fees that we pay or incur in settling or defending. Promptly upon demand, you will reimburse us for any and all legal and other expenses we reasonably incur in investigating, preparing, defending, settling, compromising or paying any settlement or claim, including monies that we pay or incur in settling or defending such proceeding.~~

~~All references in this Agreement that provide that you will indemnify or defend us or that you will name us under any insurance policy will also mean that our affiliates, directors, officers, and employees will be also and equally indemnified, defended or named.~~

~~8.2 — **Insurance.** Upon commencement of franchise operations, and during the term of this Agreement, you will obtain and keep in force by advance payment of premium appropriate fire and extended coverage, vandalism, malicious mischief, general liability, and products liability insurance. This insurance will be in an amount sufficient to replace the FunBox Business and your personal property upon loss or damage. This insurance will be~~

written by an insurance company satisfactory to us in accordance with our standards and specifications in the Operations Manual. The insurance will include, at a minimum, the following:

- A. ~~Comprehensive general liability insurance, including products liability, completed operations, property damage, contractual liability, independent contractors' liability, owned and non-owned automobile coverage, and personal injury coverage with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate;~~
- B. ~~\$1,000,000 umbrella;~~
- C. ~~Workers' compensation and employer's liability insurance of no less than \$1,000,000 per occurrence, aggregate and umbrella, and other insurance required by statute or rule of the state in which the franchise is located and operated;~~
- D. ~~Insurance in an amount to replace the inflatables, furniture, fixtures, and equipment in your park;~~
- E. ~~Employer Practice liability insurance of no less than \$500,000; and~~
- F. ~~Internet Liability of not less than \$1,000,000.~~

~~The insurance will name us, you, our affiliate, Giant Inflatable Systems, LLC, and our respective subsidiaries, owners, officers, directors, partners, members, employees, servants, and agents against any loss, liability, products liability, personal injury, death or property damage that may accrue due to your operation of the Franchise. Your policies of insurance will contain a separate endorsement naming us and our affiliate, Giant Inflatable Systems, LLC, as an additional named insured. The insurance will not be limited in any way because of any insurance we maintain. The insurance will not be subject to cancellation except upon twenty (20) days' written notice to us. Certificates of your insurance policies will be kept on deposit with us. Maintenance of the required insurance will not diminish your liability to us under the indemnities contained in this Agreement.~~

~~All insurance policies you obtain will contain a blanket waiver of the insurer's rights of subrogation in respect of or against us and our officers, agents, employees, and representatives; and will not contain any insured vs. insured exclusion clause, but will contain a severability clause providing that each policy will be treated as though a separate insurance policy had been issued to each named insured.~~

~~We may require you to increase the minimum limits of and types of coverage to keep pace with regular business practice and prudent insurance custom.~~

~~If you fail to comply with any of the requirements of this Subsection, we may, but are not obligated to, purchase insurance at your expense to protect our interests. This insurance may, but need not, also protect your interest. The coverage we obtain might not pay any claim you make or any claim made against you. You may later cancel the insurance we obtain by providing evidence that you have obtained proper coverage elsewhere. You are responsible for the cost of any insurance purchased by us pursuant to this paragraph. This coverage may be considerably more expensive than insurance you can obtain on your own and might not satisfy your needs. You will pay us upon demand the premium cost of this insurance with a late payment charge on the unpaid balance at the rate established in this Agreement.~~

~~You will promptly report all claims or potential claims against you, the Business, or us in writing when you become aware of them. You will give immediate written notice to us of any claims or potential claims you make to your insurers.~~

We may, at our sole discretion, upon not less than 90 days prior written notice to you, secure a policy of insurance which will provide defined insurance coverage to all or any part of our franchise system. This policy may replace or supplement the insurance coverage you are required to maintain. You will pay the relevant insurance premium to us or the designated insurance provider, as we direct.

Nothing contained in this Agreement will be construed as a representation or warranty by us that the insurance coverage we specify will insure you against all insurable risks or amounts of loss which may or can arise out of or in connection with the operation of your franchise business. It is your sole responsibility to ensure that adequate insurance coverage is obtained for your business.

Your procurement and maintenance of the insurance specified above will not relieve you of any liability to us under any indemnity requirement of this Agreement.

8.3 — **Condemnation.** You will give us notice of any proposed taking through the exercise of the power of eminent domain. Notice will be given within ten (10) days of your first knowledge of the proposed taking. If the FunBox Business or a substantial part of it is to be taken, the FunBox Business may be relocated within the franchise territory or elsewhere with our prior written approval. The relocated premises may not infringe on the protected rights of any other franchise pursuant to our specifications and contractual obligations. Relocation must be completed and franchise business operations recommenced within a reasonable time after the closing of the initial FunBox Business (but in any event, within one (1) year after the closing of the FunBox Business). The new franchise location will become the FunBox Business licensed under this Agreement. If a condemnation takes place and a new franchise location does not open, for whatever reason, then this Agreement will terminate upon thirty days written notice from us to you.

8.4 — **Casualty.** If the FunBox Business is damaged by fire or other casualty, you will expeditiously repair the damage. If the damage or repair requires the closing of the Franchise, you will:

- A. — continue to pay Royalty Fees based upon those paid for the preceding 12 month period or based upon any business interruption recovery you receive, whichever is greater,
- B. — immediately notify us,
- C. — repair or rebuild the FunBox Business following our specifications, and
- D. — reopen the Franchise for continuous business operations when practicable (but in any event, within one (1) year after closing of the FunBox Business). You will give us not less than thirty (30) days advance notice of the date of reopening.

If the FunBox Business does not reopen within one (1) year, this Agreement will terminate upon thirty (30) days written notice from us to you.

1. 9) NOTICE AND MISCELLANEOUS

9.1 — **Notices.** All notices required by this Agreement will be in writing. They may be sent by certified or registered mail, postage prepaid and return receipt requested. They may be delivered personally at any location and receipted. They may be delivered by Federal Express, or other reputable air courier service, requesting delivery with receipt on the most expedited basis available. They may be sent by prepaid facsimile or electronic mail (provided that the sender confirms the facsimile or electronic mail by sending an original confirmation copy by expedited delivery service or certified or registered mail within three (3) business days after transmission). Notices may be delivered to you at the FunBox Business, to us at our headquarters in Las Vegas, Nevada, or to other locations specified in writing. Notices sent by mail will be deemed to have been delivered and received three (3) business days following the date of mailing or one business day after placement with Federal Express, or

~~other reputable air courier service, requesting delivery on the most expedited basis available. Any notice by certified mail shall be deemed to have been given at the date and time of mailing.~~

~~9.2 — **Business Name.** You will execute any documents we may from time to time direct, to be retained by us until this Agreement ends, to evidence that you abandon, relinquish, and terminate your right or interest you may claim in or to the Service Marks and the name “FunBox”.~~

~~9.3 — **We and You Are Not Joint Venturers, Partners, or Agents.** You are and will remain an independent contractor. You and we are not and will never be considered joint venturers, partners, employees, or agents one for the other. Neither will have the power to bind nor obligate the other except as otherwise outlined in this Agreement. No representation will be made by either party to anyone that would create any apparent agency, employment, or partnership. Each will hold the other safe and harmless from each other's debts, acts, omissions, liabilities, and representations. You acknowledge that you are not in a fiduciary relationship with us.~~

~~In all public and private records, documents, relationships, and dealings, you will show that you are an independent owner of the Franchise. You will prominently indicate on your letterheads and business forms that you are our licensed franchisee by using language saying that you operate an independently owned Franchise. You will prominently display, by posting of a sign within public view, on or in the FunBox Business, a statement that clearly indicates that your franchise business is independently owned and operated by you as a franchisee and not as our agent.~~

~~You will maintain employee records to show clearly that you and your employees are not our employees. The liability of you and your owners, shareholders, members or partners will be both joint and several. A breach of this Agreement by you or by any shareholder, member or partner will be a breach by all of the shareholders, members or partners and also by you.~~

~~The liability of you and your owners, shareholders, members or partners will be both joint and several. A breach of this Agreement by you or by any shareholder, member or partner will be a breach by all of the shareholders, members or partners and also by you.~~

~~9.4 — **Waiver.** A waiver of any breach of any provision, term, covenant, or condition of this Agreement will not be a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.~~

~~Any waiver of any provision of this Agreement must be set forth in writing and signed by the party granting the waiver. Any waiver we grant will not prejudice any other rights we may have, and will be subject to our continuing review. We may revoke any waiver, in our sole discretion, at any time and for any reason, effective upon delivery to you of ten (10) days prior written notice of revocation. Customs or practices of the parties in variance with the terms of this Agreement will not constitute a waiver of our right to demand exact compliance with the terms of this Agreement. Our delay, waiver, forbearance, or omission to exercise any power or rights arising out of any breach or default by you of any of the terms, provisions, or covenants of this Agreement, will not affect or impair our rights and will not constitute a waiver by us of any right or of the right to declare any subsequent breach or default. Our subsequent acceptance of any payment due to us will not be deemed to be a waiver by us of any preceding breach by you of any terms, covenants or conditions of this Agreement.~~

~~By written notice, we unilaterally may waive any obligation of you, your owners, or the Guarantors.~~

~~Our consent, whenever required, may be arbitrarily withheld if you are in breach of this Agreement. Unless otherwise expressly provided to the contrary, our consent, acceptance, approval or authorization you may be required to obtain may be given or withheld by us in our sole discretion, and on any occasion where we are required or permitted to make any judgment, determination or use our discretion, including any decision as to~~

~~whether any condition or circumstance meets our standards or satisfaction, we may do so in our sole subjective judgment and discretion.~~

~~9.5 — **Time Is of the Essence.** Time and strict performance are of the essence of this Agreement. (“Time is of the Essence” is a legal term that emphasizes the strictness of time limits. In this Agreement, it means it will be a material breach of this Agreement to fail to perform any obligation within the time required or permitted by this Agreement.)~~

~~9.6 — **Documents.** You and your partners, shareholders, members, officers, and owners agree to execute and deliver any documents that may be necessary or appropriate during the term and upon expiration or termination of this Agreement to carry out the purposes and intent of this Agreement. These documents will include a Relinquishment of Assumed Business Name form which must be executed by you contemporaneously with the execution of this Agreement. Contemporaneous execution by you will be a condition precedent to the legal effect and validity of this Agreement and each document.~~

~~Any material violation or breach of any of these documents or of any other Franchise or related agreement between the parties will be a material violation of this Agreement and of all the other documents and agreements. The non-breaching party may enforce or terminate this Agreement and any or all of the other documents and agreements as provided for enforcement or termination of this Agreement.~~

~~If you are a partnership, all general partners will sign the documents. If you are a corporation or limited liability company or other entity, all shareholders or members and all officers will personally guarantee your faithful performance.~~

~~You will assure that each of your owners, shareholders, general partners, members, directors, officers, managers, employees, consultants, distributors and agents will not compete with Us; will not attempt to divert customers to competing businesses; will not induce the employees of us or of our franchisees to leave their employment; and will keep, preserve, and protect confidential information as required by this Agreement.~~

~~1.1. — 9.7 — **Construction:**~~

~~A. — **Entire Agreement.** This document, including any exhibits attached to this Agreement and the documents referred to in this Agreement, will be construed together and constitute the entire agreement between the parties. It supersedes all prior or contemporaneous agreements, understandings, communications and negotiations, whether written or oral, with respect to the subject matter of this Agreement. There are no other oral or implied understandings between the parties with respect to the subject matter of this Agreement. Except as expressly and otherwise provided in this Agreement, this Agreement may not be modified, nor may any rights be waived or abridged, orally or by course of dealing, but only by a written instrument signed by the parties. The words "this Agreement" include any future modifications unless otherwise suggested by the context. No salesperson, representative, or other person has the authority to bind or obligate us in any way, except our president or a vice president at our home office by an instrument in writing. Notwithstanding the foregoing, nothing in this or any related agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.~~

~~No previous communications, negotiations, course of dealing or usage in the trade not specifically set forth in this Agreement will be admissible to explain, modify, or contradict this Agreement. The parties intend to confer no benefit or right on any person or entity not a party to this Agreement and no third party will have the right to claim the benefit of any provision of this Agreement as a third party beneficiary of that provision.~~

~~B. — **Format.** All words in this Agreement include any number or gender as the context or sense of this Agreement requires. The words "will" and "must" used in this Agreement indicate a mandatory obligation. This~~

Agreement has been prepared in the "you/we" format to simplify it and to facilitate our compliance with state and federal franchise disclosure laws. The rule of construction that a written agreement is construed against the party preparing or drafting such agreement will specifically not be applicable to the interpretation of this Agreement.

We and you intend that if any provision of this Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable.

~~C. Captions and Headings. All captions and headings are for reference purposes only and are not part of this Agreement. The recitals set forth in this Agreement are specifically incorporated into and constitute a part and terms of this Agreement. If there is any typographical, word processing, printing or copying error in this Agreement, the error will be interpreted and corrected consistent with the following order of interpretation:~~

~~(1) The content and expressed intent and exhibits of our Franchise Disclosure Document(s) previously delivered to you.~~

~~(2) 1.1. The content and expressed intent of franchise agreements we have executed with our other franchises reasonably contemporaneous to this Agreement.~~

~~D. Severability. If, any part of this Agreement is declared invalid, that declaration will not affect the validity of the remaining portion which will remain in full force and effect as if this Agreement had been executed with the invalid portion omitted. The parties declare their intention that they would have executed the remaining portion of this Agreement without including any part, parts, or portions which may be declared invalid in the future. Provided, however, that if we determine that the finding of invalidity materially and adversely affects the basic consideration of this Agreement, we may, at our option, terminate this Agreement.~~

~~E. Implied Covenants. If applicable law implies a covenant of good faith and fair dealing in this Agreement, the parties agree that covenant will not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement. If applicable law implies such a covenant, the parties acknowledge and agree that:~~

~~(1) this Agreement (and the relationship of the parties which is inherent from this Agreement) grants us the discretion to make decisions, take actions or refrain from taking actions not inconsistent with our explicit rights and obligations under this Agreement that may favorably or adversely affect your interests;~~

~~(2) We will use our business judgment in exercising our discretion based on our assessment of our own interests and balancing those interests against the interests of the owners of other FunBox businesses generally (including us, our franchisees and parties related to us) and specifically without considering the individual interests of you or any other particular franchisee;~~

~~(3) We will have no liability to you for the exercise of our discretion in this manner, so long as our discretion is not exercised in bad faith toward you; and~~

~~(4) In the absence of bad faith, no trier of fact in any judicial or arbitration proceeding will substitute its judgment for the business judgment we exercise.~~

~~F. Joint and Several. If, at any time during the term of this Agreement, you consist of two or more persons (whether acting in partnership or otherwise and whether or not all have signed this Agreement), the rights, privileges and benefits granted to you in this Agreement may only be exercised and enjoyed jointly; and your~~

obligations, liabilities and responsibilities under this Agreement will be joint and several obligations of each such person.

9.8 — **Enforcement.** From time to time there may be controversies about this Agreement, its interpretation, or performance or breach by the parties.

A. — **Mediation.** If a dispute arises between the parties, prior to taking any legal action, the parties agree to participate in at least eight (8) hours of mediation in accordance with the Mediation Procedures of the American Arbitration Association or of any similar organization that specializes in the mediation of commercial franchise business disputes. The Parties agree to equally share the costs of mediation. Injunctive relief and or claims of specific performance sought pursuant to or authorized by this Agreement, are not subject to, nor can be avoided by, the mediation or arbitration terms of this Agreement, and may be brought in any court of competent jurisdiction. Mediation may be specifically enforced by either party. This agreement to mediate will survive termination or expiration of this Agreement.

B. — **Injunctive Relief and Specific Performance.** Either party may obtain in any court of competent jurisdiction specific performance and injunctive relief to restrain a violation by the other party of any term or covenant of this Agreement. Nothing contained in this Agreement will bar us or you to obtain specific performance of the provisions of this Agreement and injunctive relief against threatened conduct that will cause you or us loss or damages under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions.

C. — **Governing Law and Venue.** You acknowledge that we have appointed and intend to appoint many franchisees on terms and conditions similar to those set forth in this Agreement. It mutually benefits those franchisees, you and us if the terms and conditions of these license agreements are uniformly interpreted. This Agreement is accepted by us in the State of Nevada. This Agreement and the relationship between the parties, any dispute between you (or your officers, directors, shareholders, members, partners or other owners) and us, whether arising under this Agreement or from any other aspect of the parties' relationship, will be interpreted under the laws of the State of Nevada and will be governed by the substantive laws of Nevada without regard to Nevada choice of law provisions. Provided that any law of the State of Nevada that regulates the sale of franchises or business opportunities or governs the relationship of a franchisor and its franchisees will not apply unless its jurisdictional requirements are met independently without reference to this section. Nevada laws will prevail, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051, et seq.) and except in those states whose franchise laws require exclusive application of those laws. This choice of laws will not include and does not extend the scope of application of the Nevada franchise or business opportunity laws except as they may otherwise apply pursuant to their terms and definitions. No franchise, business opportunity, anti-trust, "implied covenant", unfair competition, fiduciary or any other doctrines of law, statute, law or regulation of Nevada or any other state is intended to be made applicable to this Agreement unless it would otherwise apply absent this paragraph. The foregoing will not be construed as a waiver of any of your rights under any applicable franchise registration, disclosure, or relationship law of another territory, state, or commonwealth.

Any portion of this Agreement that requires enforcement in any other state, and is enforceable under the laws of that state but not of Nevada, will be construed and enforced according to the laws of that state.

The parties have negotiated regarding a forum in which to resolve any disputes arising between them and have agreed to select a forum in order to promote stability in their relationship. Therefore, if a claim is asserted in any legal proceeding involving you (or your officers, directors, shareholders, members, partners or other owners) and us, the parties agree that all issues or disagreements between them will be mediated, arbitrated, tried, heard, and decided in the county in which our headquarters is then located (currently Las Vegas, Nevada) which you agree is the most convenient venue for these purposes. You acknowledge and agree that this location for venue is

reasonable and the most beneficial to the needs of and best meets the interest of all of the members of the FunBox franchise system.

D. Remedies. You recognize the unique value and secondary meaning attached to the Method of Operation, the Service Marks and our standards of operation and trade practices. You agree that any noncompliance with the terms of this Agreement or any unauthorized or improper use of the Method of Operation or the Service Marks will cause irreparable damage to us and our franchisees. You agree that if you engage in any unauthorized or improper use, during or after the period of this Agreement, we will be entitled to both permanent and temporary injunctive relief from any court of competent jurisdiction in addition to any other remedies prescribed by law.

Our and your rights under this Agreement are cumulative, and the exercise or enforcement of any right or remedy under this Agreement will not preclude exercise or enforcement of any other right or remedy which a party to this Agreement is entitled by law to enforce. No right or remedy conferred upon us is exclusive of any other right or remedy in this Agreement or provided by law or equity. Each will be cumulative of every other right or remedy.

We may employ legal counsel or incur other expense to collect or enforce your obligations or to defend against any claim, demand, action or proceeding because of your failure to perform your obligations. Legal action may be filed by or against us and that action or the settlement of it may establish your breach of this Agreement. If any such event occurs, we may recover from you the amount of our reasonable attorney fees and all other expenses we incur in collecting or enforcing that obligation or in defending against that claim, demand, action or proceeding.

You agree that the existence of any claims you may have will not constitute a defense to the enforcement by us of any of the confidentiality requirements and covenants not to compete described in this Agreement. You acknowledge that any violation of the confidentiality requirements and covenants not to compete would result in irreparable injury to us for which no adequate remedy at law may be available and you accordingly consent to the issuance of an injunction prohibiting any conduct by you in violation of the terms of the covenants not to compete.

You agree that each of the confidentiality requirements and covenants not to compete described in this Agreement will be constructed as independent of any other covenant or provision. If all, parts or any portion of any covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which we are a party, you expressly agree to be bound by any lesser covenant subsumed within the terms of that covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in this Agreement. Each of the covenants described in this Agreement is a separate and independent covenant in each of the separate counties and states in the United States in which we transact business. To the extent that any covenant may be determined to be judicially unenforceable in any county or state, that covenant will not be affected with respect to any other county or state. You understand and acknowledge that we will have the right, in our sole discretion, to reduce the scope of any covenants, confidentiality requirements or covenants not to compete set forth in this Agreement that apply to you or to any other of our franchisees. We may do so without your consent, effective immediately upon your receipt of written notice. You agree that you will comply with any covenant that pertains to you as we so modify it.

You acknowledge we will suffer immediate and irreparable harm that will not be compensable by damages alone if you repudiate or breach any of the provisions of any part of this Agreement that relates to the confidentiality or protection of confidential information and trade secrets or your covenants to not compete against us or our franchise system or your threats or attempts to do so. For this reason, under those circumstances, we, in addition to and without limitation of any other rights, remedies or damages available to us at law or in equity, will be entitled to obtain temporary, preliminary and permanent injunctions in order to prevent or restrain

the breach, and we will not be required to post a bond as a condition for the granting of this relief. You also agree that a violation of any of your confidentiality or non-competition covenants will entitle us, in addition to all other remedies available at law or equity, to recover from you any and all funds, including, without limitation, wages, salary, and profits, which will be held by you in constructive trust for us, received by you in connection with such violation.

You specifically acknowledge the receipt of adequate consideration for the confidentiality and non-competition covenants contained in this Agreement and that we are entitled to require you to comply with these covenants. Those covenants will survive termination or expiration of this Agreement. You represent that if this Agreement expires or is terminated, whether voluntarily or involuntarily, you have experience and capabilities sufficient to enable you to find employment or otherwise earn a livelihood in areas which do not violate this Agreement and that our enforcement of a remedy by way of injunction will not prevent you from earning a livelihood.

Except with respect to the parties' obligation to indemnify each other as outlined in this Agreement, we and you and our respective principals waive to the fullest extent permitted by law any right to or claim for any punitive, exemplary, special and consequential damages against the other (including lost profits incurred as a result of any termination of this Agreement) and agree that, in the event of a dispute between you and us, the party making a claim will be limited to equitable relief and to recovery of any direct or general damages it sustains.

E. ~~Limitations: Any judicial proceeding between two or more of the parties shall be governed by the following limitations:~~

- ~~(1) Such judicial proceeding will be considered unique as to its facts and may not be brought as a class action. You and each of your owners waive any right to proceed against us by way of class action. The court will not be precluded from making its own independent determination of the issues in question, notwithstanding the similarity of issues in any other judicial or arbitration proceeding involving any other franchisee. Each party waives the right to claim that a prior disposition of the same or similar issues preclude such independent determination.~~
- ~~(2) The parties agree that a judicial proceeding will be tried before the court sitting without a jury, notwithstanding any State or Federal constitutional or statutory rights. Each party waives any right to have any action tried by jury.~~
- ~~(3) Except with respect to obligations regarding use of the Service Marks, the Operations Manual and confidential information, the parties waive, to the fullest extent permitted by law, any right to or claim for any punitive or exemplary damages against any other party and agree that the party making any claim directly or indirectly arising from or relating to this Agreement will be limited to recovery of actual and consequential damages sustained~~

F. ~~Attorney Fees. The prevailing party in any insolvency proceeding, bankruptcy proceeding, suit, or action to enforce this Agreement will recover its arbitration, proceeding, and court costs and reasonable attorney fees. These will be set by the proceeding or court, including costs and attorney fees on appeal or review from the arbitration, proceeding, suit, or action. "Prevailing party" means the party who recovers the greater relief in the proceeding as determined by the trier of fact based upon an assessment of which party's major arguments or positions taken in the proceedings could fairly be said to have prevailed over the other party's major arguments or positions on major disputed issues. Attorney fees will include, without limitation, fees incurred in the following: (a) post judgment motions; (b) contempt proceedings; (c) garnishment, levy, and debtor and third party examinations; (d) discovery; and (e) bankruptcy litigation. This subsection is intended to be expressly severable~~

from the other provisions of this Agreement, is intended to survive any judgment and is not to be deemed merged into the judgment.

9.9 — **Other Agreements.** Whenever this Agreement requires that you [and we] enter into a release, such as for a transfer, renewal or purchase of an additional franchise, the release will be in substantially the following form:

You (and your owners, members, partners, officers, and directors) agree to the following general release, subject to and following laws applicable in your jurisdiction, to release us from any claims you may have against us:

~~In consideration of the mutual covenants and understandings set forth in this release agreement, you release and discharge us and our respective current and former owners, partners, directors, officers, employees and agents from all obligations, duties, covenants and responsibilities to be performed under the franchise agreement with us related to the franchise and the FunBox Business (“your Prior Franchise Agreement”).~~

~~You release and forever discharge us and our current and former owners, partners, directors, officers, members, employees and agents from any and all claims, demands, actions or causes of action of every name, nature, kind and description whatsoever, whether in tort, in contract or under statute, arising directly or indirectly out of the offer of, negotiation of, execution of, performance of, nonperformance, or breach of your Prior Franchise Agreement and any related agreements between you and us and out of any other action or relationship between you and us arising prior to the date of the release agreement.~~

~~You and we will represent that this release has been read and that it is fully understood and voluntarily accepted. The purpose of this release is to make a full, final and complete settlement of all claims, known or unknown, arising directly or indirectly out of your Prior Franchise Agreement and the relationship between you and us prior to the date of the transfer [renewal] agreement including, but not limited to, economic loss.~~

~~It is expressly understood and agreed that this release is intended to cover and does cover not only all known losses and damages but any further losses and damages not now known or anticipated but which may later develop or be discovered, which arise under your Prior Franchise Agreement prior to the date of the transfer [renewal] agreement, including all effects and consequences.~~

~~These releases are intended to waive, release and discharge all claims against us, other than these expressly reserved:~~

- ~~● any future claims we may have against you for: your past, present and future violations of the post termination covenants contained in the Prior Franchise Agreement and [fill in blank as appropriate]~~
- ~~● [any future claims you may have against us for:] [fill in blank as appropriate] [and relating in any way to your prior franchise agreement, any transfer agreement, or our acts prior to the execution of this release.]~~

~~with the express waiver of any statute, legal doctrine or other similar limitation upon the effect of general releases. In particular, the parties waive the benefit of any applicable statutory provision such as by illustration, California Civil Code Section 1542, which states:~~

~~A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.~~

~~You will waive the benefit of both statute and any other legal doctrine or principle of similar effect in any jurisdiction, recognizing that while there may be new or different facts of which we are unaware at the time~~

that this release is executed, we have nevertheless weighed the advantages and disadvantages of entering into this Release, and while we may be unaware of relevant facts, we are also aware that not every eventuality or condition can be anticipated and that we prefer the current certainty of this Release to the possibility of discovering new or different facts in the future.

9.10 — Agreement Binding on Successors and Assigns. This Agreement benefits and binds the respective heirs, executors, administrators, successors, and assigns of the parties.

9.11 — Execution in Counterparts and Our Acceptance. This Agreement will be binding upon you at the time you sign it and deliver it to us. This Agreement will not be binding upon us until we accept it in writing by one of our principal officers at our home office. If we do not accept it within sixty (60) days, this Agreement will no longer be binding upon you. Delivery of the executed signature page of this Agreement by facsimile or electronic mail transmission will constitute effective and binding execution and delivery of this Agreement.

9.12 — Approval by Shareholders, Members or Partners. If you are a corporation, limited liability company, partnership or other entity, we will not be bound until your shareholders, members or partners read and approve this Agreement, agree to the restrictions on them (including restrictions on the transfer of their interest in the Franchise and the restrictions and limitations on their ability to compete with Us), and jointly and severally guarantee your performance under this Agreement. We may request a copy of the Resolution approved by your partners, members, shareholders, owners or directors as confirmation of your fulfillment of this requirement and authorizing your execution of this Agreement.

Your ownership certificates will have conspicuously endorsed upon them a statement that they are subject to, and that further assignment or transfer of them is subject to, the restrictions imposed upon assignments by this Agreement.

If You are an entity with more than one owner, the partnership agreement, shareholders agreement, limited liability operating agreement or other similar agreement for the entity ("Owners Agreement") must contain the following provisions which will supersede any contrary provisions in that agreement:

A. ——— Your owners ("Owners") agree to submit any dispute they cannot resolve relating to the operation and management of the franchise business to arbitration by our president or his designee. If the arbitration submission is accepted by our president, it must be held at our headquarters or at another location the Owners and the arbitrator agree. The decision of the arbitrator will be final and subject to enforcement by the courts of competent jurisdiction. If the submission to arbitration is not accepted by our president, the Owners must resolve their disputes in accordance with the other provisions of this Franchise Agreement.

B. ——— The term "operations and management" includes, but is not limited to, questions relating to:

1. — Allocations of management responsibilities between the Owners;
2. — Contributions to capital for purposes of business operations, repairs and remodeling;
3. — The reasonable salaries of the Owners;
4. — Marketing efforts;
5. — The termination of the employment of an Owner;
6. — Procedures for making and implementing management decisions;
7. — Whether an Owner has performed duties with respect to the operation or management of the franchise business.

C. ~~Unless the Owners and the arbitrator agree in writing otherwise, "operation and management" does not include questions relating to:~~

- ~~1. Allocations, computations or distributions of profit or loss;~~
- ~~2. Accounting issues;~~
- ~~3. Elections of officers of the entity;~~
- ~~4. Investments of cash not necessary for the operation of the business;~~
- ~~5. Determining whether an Owner is disabled or incompetent within the meaning of the Owners Agreement;~~
- ~~6. The fair market value of the Owners' interests in the entity;~~
- ~~7. Whether an event has occurred, which gives rise to a right to buy the interest of an Owner other than a right resulting from an Owner's default determined to exist under B, above;~~
- ~~8. Whether an Owner has met his obligations to purchase the interest of any current or former Owner;~~
- ~~9. Matters relating to the winding up of the entity after a dissolution;~~
- ~~10. Matters relating to the legal validity of the Owners Agreement.~~

D. ~~The Owner's agreement must provide that the Owner or Owners who are to be responsible for on premises operation of the franchise business must own 50% or more of the capital interests in the entity and that the Owners of the entity must have voting rights proportionate to their interests in capital.~~

E. ~~The Owners agree to notify us in writing of their intent to enter into, modify or amend any Owners Agreement. Notice must be given at least 10 business days before they enter into that agreement, modification or amendment. The purpose of this notice is to enable us to review it for compliance with this section.~~

F. ~~Inclusion of these provisions in the Owner's Agreement will be a condition to our consent to the transfer of the franchise to an entity.~~

9.13 ~~**Personal Guarantee.** The undersigned Guarantors are all of your partners, members, shareholders or owners. They jointly, severally, irrevocably, and unconditionally guarantee to us the due and punctual observance and performance by you of all of your obligations under this Agreement and any other agreement to which we and you are parties. Each Guarantor agrees to guarantee us against all liability, loss, harm, damage, costs, and expenses (including attorney fees) that we may incur because of your failure to observe your obligations. The liabilities and obligations of each Guarantor will not be released, discharged, or affected by our release or discharge of or dealing with you under any of these agreements; or by anything we do, suffer, or allow to be done in relation to you; or by change, alteration, or modification of any of the agreements; or by any compromise, arrangement, or plan of reorganization affecting you; or by your bankruptcy or insolvency; or by any other act or proceeding in relation to you or any of the agreements by which any Guarantor might otherwise be released. The liabilities and obligations of each Guarantor pursuant to this Guarantee will be continuing in nature and will terminate only on the satisfaction of your obligations under this Agreement. A fresh cause of action will arise in respect of each breach by you producing a liability of any Guarantor.~~

~~The Guarantors agree that it shall not be necessary for us or our assigns to institute suit or exhaust our legal remedies against you in order to enforce this guaranty. Guarantors agree that we may from time to time extend the time for performance or otherwise modify, alter, or change this Agreement, may extend the time for payment of all sums guaranteed, and may receive and accept notes, checks, and other instruments for the payment of money made by you and extensions or renewals without in any way releasing or discharging Guarantors from their obligations. This guaranty shall not be released, extinguished, modified, or in any way affected by our failure to enforce all the rights or remedies available to it under this Agreement. Our release of one or more Guarantor will not operate as a release of the other Guarantors.~~

9.14 — Representations and Acknowledgments.

A. ~~Varying Forms of Agreement. You are aware that some of our present and future franchisees may operate under different forms of agreement and, consequently, that our obligations and rights in respect to our various present and future franchisees may differ materially in certain circumstances.~~

B. ~~Terrorism, Convictions, Immigration Status. You represent to us, unconditionally and without reservation, that:~~

~~Neither you, nor your spouse, nor your children, nor your parents, nor any employee or prospective employee of the franchise business, nor anyone who has an interest in or who will manage the franchise, nor any of your partners or affiliates: supports terrorism, provides money or financial services to terrorists, including but not limited to those individuals and organizations on the current U.S. government lists of persons and organizations that support terrorism as provided for by law, such as the list of “Specially Designated Nationals” and “Blocked Persons” under the “USA Patriot Act” 18 USC Section 1900 et money or financial services from terrorists or institutions that support terrorists, including but not limited to those individuals and organizations on the current U.S. government lists of persons and organizations that support terrorism as provided for by law, such as the list of “Specially Designated Nationals” and “Blocked Persons” under the “USA Patriot Act” 18 USC Section 1900 et seq. is engaged in terrorism, or in any activity, organization or plan with or of any person or organization, including but not limited to those individuals and organizations on the current U.S. government lists of persons and organizations that support terrorism as provided for by law, such as the list of “Specially Designated Nationals” and “Blocked Persons” under the “USA Patriot Act” 18 USC Section 1900 et seq. is on the current U.S. government lists of persons and organizations that support terrorism as provided for by law, such as the list of “Specially Designated Nationals” and “Blocked Persons” under the “USA Patriot Act” 18 USC Section 1900, et seq.~~

~~Neither you nor any of these persons has engaged in or been convicted of fraud, corruption, bribery, money laundering, narcotics trafficking or other crimes, and each is eligible under applicable U.S. immigration laws to communicate with and travel to the United States to fulfill your obligations under your agreements with us.~~

~~Neither you, nor your spouse, nor your children, nor your parents, nor anyone who has an interest in or who will manage the franchise, nor any employee or prospective employee of the franchise business, nor any of your partners or affiliates has engaged in or been convicted of fraud, corruption, bribery, money laundering, narcotics trafficking or other crimes, and each is eligible under applicable U.S. immigration laws to communicate with, lawfully reside in, and travel to the United States to fulfill your obligations under your agreements with us.~~

~~You, your spouse, your children, your parents, and anyone who has an interest in or who will manage the franchise, and all employees or prospective employees of the franchise business, and all of your partners or affiliates are in the United States lawfully, have legal residence in the United States, and are lawfully permitted to work in the United States.~~

~~1.1. You represent and warrant that to your actual and constructive knowledge: (i) neither you (including your directors, officers and managers), nor any of your affiliates, or any funding source for your franchise, are identified on the list at the United States Treasury’s Office of Foreign Assets Control (OFAC); (ii) neither you nor any of your affiliates are directly or indirectly owned or controlled by the government of any country that is subject to an embargo imposed by the United States government; (iii) neither you nor any of your affiliates are acting on behalf of the government of, or is involved in business arrangements or other transactions with, any country that is subject to such an embargo; (iv) neither you nor any of your affiliates are on the U.S. Department of Commerce Denied Persons, Entities and~~

~~Unverified Lists, the U.S. Department of State's Debarred Lists, or on the U.S. Department of Treasury's Lists of Specialty Designated Nationals, Specialty Designated Narcotics Traffickers or Specialty Designated Terrorists, as such lists may be amended from time to time (collectively, the "Lists"); (v) neither you nor any of your affiliates, during the term of this Agreement, will be on any of the Lists; and (vi) during the term of this Agreement, neither you nor any of your affiliates will sell products, goods or services to, or otherwise enter into a business arrangement with, any person or entity on any of the Lists. You agree to notify us in writing immediately upon the occurrence of any act or event that would render any of these representations incorrect.~~

You represent and warrant that:

~~Neither you nor any of your owners or agents conducts any activity, or has failed to conduct any activity, if such action or inaction constitutes a money laundering crime, including any money laundering crime prohibited under the International Money Laundering Abatement and Anti Terrorist Financing Act ("Patriot Act") and any amendments or successors thereto.~~

~~Neither you, any of your owners nor any employee or agent is named as a "Specially Designated Nationals" or "Blocked Persons" as designated by the U.S. Department of the Treasury's Office of Foreign Assets Control (currently, this list is published under the Internet website address: www.treasury.gov/offices/enforcement/ofac/), and that you are neither directly nor indirectly owned or controlled by the government of any country that is subject to a United States embargo, nor do you or your owners or agents act directly or indirectly on behalf of the government of any country that is subject to a United States embargo. You agree that you will notify us in writing immediately of the occurrence of any event, which renders the foregoing representations and warranties of this subsection incorrect.~~

~~You understand and have been advised by legal counsel on the requirements of the applicable laws referred to above, including the United States Foreign Corrupt Practices Act (currently located at: www.usdoj.gov/criminal/fraud/fepa.html), any local foreign corrupt practices laws and the Patriot Act (currently located at: www.epic.org/privacy/terrorism/usapatriot/), and you acknowledge the importance to us, the Method of Operation and the parties' relationship of their respective compliance with any applicable auditing requirements and any requirement to report or provide access to information to us or any government, that is made part of any applicable law or regulation. You will take all reasonable steps to require your consultants, agents and employees to comply with such laws prior to engaging or employing any such persons.~~

~~C. — We May Investigate. We may conduct investigations and make inquiries of any person or persons we, in our reasonable judgment, believe appropriate concerning the credit standing, character, and professional and personal qualifications of you and your owners, shareholders, members and partners. You authorize us to conduct these investigations and to make these inquiries. We agree to comply with the requirements of laws that apply to these investigations and inquiries.~~

~~D. — Operations Manual. You acknowledge that the Operations Manual is loaned to you by us and at all times the Operations Manual and any updated or amended pages remain our property and that the copyright in the Operations Manual and all associated materials is vested in us. You agree to return to us the Operations Manual and any updated or amended pages immediately upon written demand.~~

~~E. — Data Protection Laws; Personal Information. You will: (i) comply with all applicable data protection laws; (ii) comply with all of our requirements regarding the data protection laws contained in the Operations Manual or otherwise; (iii) refrain from any action or inaction that could cause us or our affiliates to breach any applicable data protection law; (iv) do and execute, or arrange to be done and executed, each act, document and thing necessary or desirable to keep us and our affiliates in compliance with any applicable data protection law; (v) reimburse us and our affiliates for any and all costs incurred in connection with your breach of~~

~~any data protection laws; and (vi) permit us and our affiliates to use any data or other information each of them gathers concerning you in connection with the establishment and operation of franchised and company owned locations by us or our affiliates.~~

~~Without limiting the foregoing, you consent to the disclosure by us of certain personal information concerning you and the Franchise and the FunBox Business, namely your identity, including your name, address and telephone number, in our franchise disclosure documents, whether or not such disclosure is required by law, and in our other documents relating to the sale of franchises.~~

~~Further, you consent to the additional disclosure by us of certain personal information concerning you, the Franchise and the Franchised Premises, including historical performance of the Franchise, sales, revenues, expenses, costs, results of operations, and similar financial information and operating information, and any information regarding the expiration or termination of this Agreement, to a prospective transferee of your Franchise or of the FunBox Business or any other purchaser of any other franchise from us.~~

~~F. — State Law Addendum. Attached as an exhibit to this Agreement and incorporated by reference, as applicable, are additional terms and conditions applicable to franchisees and their principals based in certain states within the United States of America (the “State Law Addendum”). Each provision of the State Law Addendum will be effective only to the extent that the jurisdictional requirements of the applicable state law are applicable to the provisions of this Agreement are met independent of the State Law Addendum. If the State Law Addendum is deemed to be inconsistent with any terms or conditions of this Agreement (including its exhibits or attachments other than the applicable State Law Addenda), the terms of the State Law Addendum will control.~~

~~G. — Force Majeure. As used in this Agreement, “force majeure” means (a) transportation shortages, inadequate supply of equipment, merchandise, supplies, labor, material, or energy, or the voluntary forgoing of the right to acquire or use any of the foregoing in order to accommodate or comply with the orders, requests, regulations, recommendations, or instructions of any national, state, provincial, municipal or other government or any department or agency thereof; (b) compliance with any law, ruling, order, regulation, requirement, or instruction of any national, state, provincial, municipal or other government or any department or agency thereof; (c) acts of God; (d) acts of war or insurrection; (e) strikes, lockouts, boycotts, fire and other casualties; (f) pandemics or epidemics; or (g) any other similar event or cause; provided, however, force majeure shall not include Franchisee’s lack of adequate financing. Any delay resulting from any of said causes shall extend performance accordingly or excuse performance in whole or in part as may be reasonable, except that said causes shall not excuse payments of amounts owed at the time of such occurrence or payment of amounts or fees thereafter, and as soon as performance is possible the non-performing party shall immediately resume performance. The ability to invoke this clause is conditioned upon delivery of written notice to the other party stating the basis for such invocation as soon as reasonably practical — in no event longer than ten (10) days — after learning of the basis. The party invoking this clause shall use reasonable efforts to limit damages to the other party.~~

~~H. — Franchisee Disclosure Acknowledgment. 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.~~

SIGNATURES

IN WITNESS, the parties have executed this Agreement on the day and year first above written:

~~FunBox Franchise, LLC~~

~~FRANCHISEE: If a corporation, partnership, or limited liability company, print name of business entity on the line below:~~

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Notice Address: 2510 East Sunset Road, Suite 5-400, Las Vegas, NV 89120

Date: _____

Notice Address: _____

If Franchisee is one or more individuals:

(Print Name) _____

Date: _____

(Print Name) _____

Date: _____

Notice Address: _____

**EXHIBIT 1 TO STANDARD FRANCHISE AGREEMENT
FRANCHISE TERRITORY**

1. ~~(Only for use if purchasing the Indoor Park) The FunBox Indoor Park Business' physical address is~~

_____. If you have not found and secured the FunBox Indoor Park Business' site as of the Effective Date, we and you will identify the FunBox Indoor Park Business' physical address in the blank above after you find and secure the site.

2. ~~The Territory for your FunBox Business (whether Indoor or Outdoor) is described as follows:~~

_____. (see attached map, if applicable). If you are purchasing a FunBox Indoor Park Business' and have not found and secured the Business' site as of the Effective Date, we and you will define the Area of Protection in the blank above (and, if applicable, on the attached map) after you find and secure the site. (You may modify the Area of Protection during the Franchise Agreement term if, with our prior written permission, which we have no obligation to grant, the Business relocates.)

FUNBOX FRANCHISE, LLC

FRANCHISEE

By: _____

Title: _____

Date: _____

[Name]

By: _____

Title: _____

Date: _____

**EXHIBIT 2 TO STANDARD FRANCHISE AGREEMENT
FUNBOX BUSINESS LEASE AGREEMENT RIDER**

THIS RIDER has been entered this day of _____, 20____. It is by and between _____, ("Landlord") and (jointly and severally "Tenant").

RECITALS

On or about _____, 20____, Landlord and Tenant executed a lease agreement (the "Lease Agreement") by which Tenant leased from Landlord real property for Tenant's operations of a FUNBOX franchise at the following location: _____ (the "FunBox Business").

On or about _____, 20____, Tenant and FunBox Franchise LLC (the "Franchisor") executed a franchise agreement (the "Franchise Agreement") for Tenant to operate a franchise at the FunBox Business.

Landlord and Tenant desire to execute this addendum to the Lease Agreement to give Franchisor certain rights to the FunBox Business as required by the Franchise Agreement.

THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. ~~**Use of FunBox Business.**~~ Landlord acknowledges and agrees that the FunBox Business may be used only for the operation of a FunBox facility. Landlord permits Tenant to use and display the FunBox service marks, trademarks, and commercial logos and all other marks and logos that Franchisor develops for a FunBox facility in the future.

2. ~~**Landlord Reports and Disclosures to Franchisor.**~~ Tenant acknowledges and agrees that Landlord may, upon Franchisor's written request, disclose to Franchisor all reports, information, or data in Landlord's possession respecting sales made in, upon, or from the FunBox Business and Tenant's business operations.

3. ~~**Assignment to Franchisor.**~~ Anything contained in the Lease Agreement to the contrary notwithstanding, Landlord agrees that without Landlord's consent, the Lease Agreement and Tenant's right, title and interest, may be assigned by Tenant to Franchisor, without cost or penalty. Landlord grants to Franchisor the right, at Franchisor's election, to receive an assignment of the Lease Agreement and the leasehold interest in the FunBox Business, upon termination or expiration of Tenant's Franchise Agreement.

4. ~~**Tenant's Default; Notice to Franchisor.**~~ Landlord will give written notice to Franchisor (concurrently with the giving of notice to Tenant) of any breach by Tenant under the Lease Agreement. Franchisor will have the right (but not obligation), in Franchisor's sole discretion, to cure any breach at Tenant's expense within 15 business days after the expiration of the period in which Tenant had to cure the default. Notice will be sent to the following address, or to the address Franchisor may, from time to time, specify in writing to Landlord:

FunBox Franchise LLC
2510 East Sunset Road, Suite 5-400
LAS VEGAS, NEVADA 89120

5. ~~**FunBox Business De-identification.**~~ Upon termination, expiration, or non-renewal of the Lease Agreement, Tenant may de-identify the FunBox Business. If Tenant fails to do so, Landlord gives Franchisor the

~~express right to de-identify. De-identification consists of removal of all signs; modification or remodeling of all identifying architectural features; repainting as necessary to no longer use the color scheme used by Franchisor; and any other steps necessary (in Franchisor's reasonable discretion) to effectively distinguish the FunBox Business from Franchisor's proprietary designs and marks.~~

~~6. **Renewal, Extension, or Cancellation of the Lease Agreement.** Landlord will not extend, renew, or cancel the Lease Agreement without Franchisor's prior written consent, which consent will not be unreasonably withheld.~~

~~7. **Competitors.** Landlord agrees that it will prohibit the establishment within Landlord's shopping center of any retail entity any part of whose business will be derived from the sale of inflatable amusement services.~~

~~8. **Signatures.**~~

~~IN WITNESS, the parties have executed this Rider on the day and year first above written.~~

~~("Landlord")~~

~~By: Sample — Not for Execution~~

~~Title: _____~~

~~("Tenant")~~

~~By: Sample — Not for Execution~~

~~Title: _____~~

EXHIBIT 3 TO STANDARD FRANCHISE AGREEMENT
SBA FORM 2462



ADDENDUM TO LICENSE

¹ AGREEMENT

THIS ADDENDUM ("Addendum") is made and entered into on _____, 20____, by and between _____ ("Licensor"), located at _____, and _____ ("Licensee"), located at _____.

Licensor and Licensee entered into a License Agreement on _____, 20____ (such Agreement, together with any amendments, the "License Agreement"). Licensee is applying for financing(s) from a lender in which funding is provided with the assistance of the U. S. Small Business Administration ("SBA"). SBA requires the execution of this Addendum as a condition for obtaining SBA-assisted financing.

In consideration of the mutual promises below and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge the parties agree that notwithstanding any other terms in the License Agreement or any other document Licensor requires Licensee to sign:

CHANGE OF OWNERSHIP

- If Licensee is proposing to transfer a partial interest in Licensee and Franchisor has an option to purchase or a right of first refusal with respect to that partial interest, Franchisor may exercise such option or right only if the proposed transferee is not a current owner or family member of a current owner of Licensee. If the Franchisor's consent is required for any transfer (full or partial), Franchisor will not unreasonably withhold such consent. In the event of an approved transfer of the (Enter type of) _____ interest or any portion thereof, the transferor will not be liable for the actions of the transferee Licensee.

FORCED SALE OF ASSETS

- If Franchisor has the option to purchase the business personal assets upon default or termination of the License Agreement and the parties are unable to agree on the value of the assets, the value will be determined by an appraiser chosen by both parties. If the Licensee owns the real estate where the licensee location is operating, Licensee will not be required to sell the real estate upon default or termination, but Licensee may be required to lease the real estate for the remainder of the (enter type of) _____ term (excluding additional renewals) for fair market value.

¹ While relationships established under license, jobber, dealer and similar agreements are not generally described as "franchise" relationships, if such relationships meet the Federal Trade Commission's (FTC's) definition of a franchise (see 16 CFR § 436), they are treated by SBA as franchise relationships for franchise affiliation determinations per 13 CFR § 121.301(f)(5).

COVENANTS

- If the Licensee owns the real estate where the licensee location is operating, Franchisor has not and will not during the term of the License Agreement record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental use restrictions. If any such restrictions are currently recorded against the Licensee's real estate, they must be removed in order for the Licensee to obtain SBA-assisted financing.

EMPLOYMENT

- Franchisor will not directly control (hire, fire or schedule) Licensee's employees. For temporary personnel franchises, the temporary employees will be employed by the Licensee not the Franchisor.

As to the referenced License Agreement, this Addendum automatically terminates when SBA no longer has any interest in any SBA-assisted financing provided to the Licensee.

Except as amended by this Addendum, the License Agreement remains in full force and effect according to its terms.

Franchisor and Licensee acknowledge that submission of false information to SBA, or the withholding of material information from SBA, can result in criminal prosecution under 18 U.S.C. 1001 and other provisions, including liability for treble damages under the False Claims Act, 31 U.S.C. §§ 3729 - 3733.

Authorized Representative of FRANCHISOR :

By: _____

Print Name: _____

Title: _____

Authorized Representative of LICENSEE :

By: _____

Print Name: _____

Title: _____

Note to Parties: This Addendum only addresses "affiliation" between the Franchisor and Licensee. Additionally, the applicant Licensee and the (type of agreement) system must meet all SBA eligibility requirements.

Exhibit E

to the Franchise Disclosure Document

~~CONDITIONAL ASSIGNMENT~~

~~In consideration of the granting of a franchise to you and other valuable consideration paid by FunBox Franchise LLC, a Nevada limited liability company ("Us"), you assign to us all telephone numbers; telephone and internet listings; website and social media addresses and domain names you use in the operation of the franchise. We assume the performance of all of the terms, covenants and conditions of your related agreements with utilities and providers with the full force and effect as of the date we assume control under the relevant agreements as if we had originally been named as the contracting party under in the agreements.~~

~~We will hold this assignment, and will deliver it to the interested third parties only upon termination of the Franchise Agreement between us and you dated the _____.~~

~~DATED this _____.~~

(jointly and severally "you"):

("We/Us"): **FUNBOX FRANCHISE LLC**

By: Sample — Not for Execution

By: Sample — Not for Execution

Title: _____

Title: _____

Exhibit F

to the Franchise Disclosure Document

**ABANDONMENT, RELINQUISHMENT, AND TERMINATION
OF ASSUMED OR FICTITIOUS BUSINESS NAME**

Pursuant to the provisions of relevant state laws concerning the registration and use of assumed or fictitious business names, the undersigned applicant, being a franchisee of FunBox Franchise LLC, submits the following to evidence its intent to abandon, relinquish and terminate its right to use the business name FUNBOX®.

1. ~~Name of Applicant who is Using the Assumed or Fictitious Business Name:~~

~~a(an) individual/partnership/corporation organized and doing business under the laws of the
State of _____~~

2. ~~Date When Original Assumed or Fictitious Business Name was Filed by Applicant:~~

3. ~~Address of Applicant's Registered Office in the State of:~~ _____

4. ~~Please cancel the Applicant's registration to use the name FUNBOX®.~~

DATED:

Applicant
By Sample ~~Not for Execution~~
Title: _____

Exhibit G

to the Franchise Disclosure Document

STATE LAW ADDENDUM

The following modifications and additions are part of the FunBox® Franchise Disclosure Document ("FDD") and Franchise Agreement ("FA") as required by relevant state laws.

~~These states have statutes which may supersede the Franchise Agreement in your relationship with us including the areas of termination and renewal of the Franchise:~~

~~ARKANSAS (Stat. Section 70-807)
CALIFORNIA (Bus. & Prof. Code Sections 20000-20043)
CONNECTICUT (Gen. Stat. Section 42-133e et seq.)
DELAWARE (Code, tit.) HAWAII (Rev. Stat. Section 482-E1)
ILLINOIS (815 ILCS 705/1-44)
INDIANA (Stat. Section 23-2-2.7)
MICHIGAN (Stat. Section 19.854(27))
MINNESOTA (Stat. Section 80C.14)
MISSISSIPPI (Code Section 75-24-51)
MISSOURI (Stat. Section 407.400)
NEBRASKA (Rev. Stat. Section 8-401)
NEW JERSEY (Stat. Section 56.10-1)
SOUTH DAKOTA (Codified Laws Section 37-5A-51)
VIRGINIA (Code 13.1-557-574, 13.1-564)
WASHINGTON (Code Section 19.100.180)
WISCONSIN (Stat. section 135.03)~~

~~These and other states may have court decisions which may supersede the Franchise Agreement in your relationship with us, including the areas of termination and renewal of the Franchise.~~

California

~~THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.~~

~~OUR WEBSITE ADDRESS IS WWW.FUNBOX.COM. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION, ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.~~

FDD Item 17, FA Sections 5, 6, 7 and 9

- ~~(1) California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.~~
- (2) The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. See SEC. 101 et. seq.).
- (3) _____ The Franchise Agreement contains, and if applicable, the Supplemental Agreements contain, a covenant not to compete which extends beyond the termination of the franchise Franchise. This provision may not be enforceable under California law.
- (4) _____ Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable. Any such provisions contained in the Franchise Agreement or Supplemental Agreements may not be enforceable.
- (5) _____ You must sign a general release of claims if you renew or transfer your franchise Franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).
- ~~(6) The Franchise Agreement provides that all issues or disagreements relating to the Franchise Agreement will be mediated, tried, heard and decided in Nevada with the costs being borne by the non-prevailing party. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.~~
- ~~(7) The Franchise Agreement requires application of the laws of the State of Nevada. This provision may not be enforceable under California law.~~
- ~~(8) Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form and containing such information as the Commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.~~

The

The Antitrust Law Section of the Office of the California Attorney General views certain maximum and minimum price agreements as per se violations of the Cartwright Act.

(9) Item 6 of the FDD is amended to state the highest interest rate allowed by law in California is 10% annually.

(10) ~~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.~~

FDD Item 3

~~California 10 CCR Section 310.114.1(c)(3) requires disclosure regarding whether the franchisor, any person or franchise broker in Item 2 of the FDD is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in that association or exchange.~~

~~The registration of this franchise offering~~

~~Our website has not been reviewed or approved by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.~~

FDD Item 5

~~The. Any complaints concerning the content of this website may be directed to the California Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open of Financial Protection and Innovation at www.dfpi.ca.gov.~~

HAWAII

The following is added to the Cover Page:

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

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO YOU OR SUBFRANCHISOR AT LEAST SEVEN (7) DAYS PRIOR TO THE EXECUTION BY YOU OR SUBFRANCHISOR OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN (7) DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY YOU, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

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

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

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

The status of the Franchisor’s franchise registrations in the states which require registration is as follows:

1. States in which this proposed registration is effective are listed on the third page of the FDD on the page entitled, “State Effective Dates.”

2. States which have refused, by order or otherwise, to register these Franchises are:

None

3. States which have revoked or suspended the right to offer the Franchises are:

None

4. States in which the proposed registration of these Franchises has been withdrawn are:

None

|

ILLINOIS

Sections 4 and 41 and Rule 608 of the Illinois Franchise Disclosure Act states that court litigation must take place before Illinois federal or state courts and all dispute resolution arising from the terms of this Agreement or the relationship of the parties and conducted through arbitration or litigation shall be subject to Illinois law. The FDD, Franchise Agreement and Supplemental Agreements are amended accordingly.

The governing law or choice of law clause described in the FDD and contained in the Franchise Agreement and Supplemental Agreements is not enforceable under Illinois law. This governing law clause shall not be construed to negate the application of Illinois law in all situations to which it is applicable.

Section 41 of the Illinois Franchise Disclosure Act states that “any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void.” The Franchise Agreement is amended accordingly. To the extent that the Franchise Agreement would otherwise violate Illinois law, such Agreement is amended by providing that all litigation by or between you and us, arising directly or indirectly from the Franchise relationship, will be commenced and maintained in the state courts of Illinois or, at our election, the United States District Court for Illinois, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements, and Illinois law will pertain to any claims arising under the Illinois Franchise Disclosure Act.

Item 17.v, Choice of Forum, of the FDD is revised to include the following: “provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act.”

Item 17.w, Choice of Law, of the FDD is revised to include the following: “provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act.”

The termination and non-renewal provisions in the Franchise Agreement and the FDD may not be enforceable under Sections 19 and 20 of the Illinois Franchise Disclosure Act.

Under Section 705/27 of the Illinois Franchise Disclosure Act, no action for liability under the Illinois Franchise Disclosure Act can be maintained unless brought before the expiration of three (3) years after the act or transaction constituting the violation upon which it is based, the expiration of one (1) year after you become aware of facts or circumstances reasonably indicating that you may have a claim for relief in respect to conduct governed by the Act, or 90 days after delivery to you of a written notice disclosing the violation, whichever shall first expire. To the extent that the Franchise Agreement is inconsistent with the Illinois Franchise Disclosure Act, Illinois law will control and supersede any inconsistent provision(s).

| INDIANA

~~—Hawaii~~

~~Paragraph 4110.01, Section 482E-6(3): Upon termination or refusal to renew the franchise the franchisee will be compensated for the fair market value, at the time of the termination or expiration of the franchise, of the franchisee's inventory, supplies, equipment and furnishings purchased from the franchisor or a supplier designated by the franchisor; provided that personalized materials which have no value to the franchisor need not be compensated for. If the franchisor refuses to renew a franchise for the purpose of converting the franchisee's business to one owned and operated by the franchisor, the franchisor, in addition to their remedies provided in this paragraph, will compensate the franchisee for the loss of goodwill. The franchisor may deduct from such compensation reasonable costs incurred in removing, transporting and disposing of the franchisee's inventory, supplies, equipment, and furnishings pursuant to this requirement, and may offset from such compensation any moneys due the franchisor.~~

~~———— FDD Item 17(t); FA Section 9.7~~

~~This Agreement and all exhibits to this Agreement constitute the entire agreement between the parties and supersede any and all prior negotiations, understandings, representations, and agreements. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you. You acknowledge that you are entering into this Agreement as a result of your own independent investigation of our franchised business and not as a result of any representations about us made by our shareholders, officers, directors, employees, agents, representatives, independent contractors, or franchisees that are contrary to the terms set forth in this Agreement, or in any disclosure document, prospectus, or other similar document required or permitted to be given to you pursuant to applicable law.~~

~~———— FDD Items 5 and 21; FA Section 2.1~~

~~Payment of initial franchise fees shall be deferred until Franchisor has completed its pre-opening obligations to franchisee, and franchisee has opened for business.~~

DATED this ____ day of _____, 202 ____.

Item 8 of the FDD is amended to add the following:

Under Indiana Code Section 23-2-2.7-1(4), we will not accept any rebates from any person with whom you do business or associate in relation to transactions between you and the other person, other than for compensation for services rendered by us, unless the rebate is properly accounted for and submitted to you.

Item 17 of the FDD is amended to add the following:

Indiana Code 23-2-2.7-1(7) makes it unlawful for us to unilaterally terminate your Franchise Agreement unless there is a material violation of the Franchise Agreement and termination is not in bad faith.

Indiana Code 23-2-2.7-1(5) prohibits us to require you to agree to a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Act.

The “Summary” column in Item 17.r. of the FDD is deleted and the following is inserted in its place:

———— No competing business for two (2) years within the Territory.

The “Summary” column in Item 17.t. of the FDD is deleted and the following is inserted in its place:

Notwithstanding anything to the contrary in this provision, you do not waive any right under the Indiana Statutes with regard to prior representations made by us.

The “Summary” column in Item 17.v. of the FDD is deleted and the following is inserted in its place:

Litigation regarding Franchise Agreement in Indiana; other litigation in Franchisor’s Choice of Law State. This language has been included in this Franchise Disclosure Document as a condition to registration. The Franchisor and the Franchisee do not agree with the above language and believe that each of the provisions of the Franchise Agreement, including all venue provisions, is fully enforceable. The Franchisor and the Franchisee intend to fully enforce all of the provisions of the Franchise Agreement and all other documents signed by them, including but not limited to, all venue, choice-of-law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

The “Summary” column in Item 17.w. of the FDD is deleted and the following is inserted in its place:

Indiana law applies to disputes covered by Indiana franchise laws; otherwise Franchisor’s Choice of Law State law applies.

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 Indiana:

1. The laws of the State of Indiana supersede any provisions of the FDD, the Franchise Agreement, or Franchisor’s Choice of Law State law, if such provisions are in conflict with Indiana law.
2. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the Franchise without good cause or in bad faith, good cause being defined under law as including any material breach of the Franchise Agreement, will supersede the provisions of the Franchise Agreement relating to termination for cause, to the extent those provisions may be inconsistent with such prohibition.
3. Any provision in the Franchise Agreement that would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Indiana Deceptive Franchise Practices Law is void to the extent that such provision violates such law.
4. The covenant not to compete that applies after the expiration or termination of the Franchise Agreement for any reason is hereby modified to the extent necessary to comply with Indiana Code 23-2-2.7-1 (9).
5. The following provision will be added to the Franchise Agreement:

No Limitation on Litigation. Despite the foregoing provisions of this Agreement, any provision in the Agreement which limits in any manner whatsoever litigation brought for breach of the Agreement will be void to the extent that any such contractual provision violates the Indiana Deceptive Franchise Practices Law.

IOWA

Any provision in the Franchise Agreement or Compliance Questionnaire which would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Iowa Business Opportunity Promotions Law (Iowa Code Ch. 551A) is void to the extent that such provision violates such law.

The following language will be added to the Franchise Agreement:

NOTICE OF CANCELLATION

_____ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within three (3) business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten (10) business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence or business address, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do not agree to return the goods to the seller or if the seller does not pick them up within twenty (20) days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to FunBox Franchise, LLC, 2510 East Sunset Road, Suite 5-400, Las Vegas, Nevada 89120 not later than midnight of the third business day after the Effective Date.

I hereby cancel this transaction.

(“We/Us”): **FUNBOX FRANCHISE LLC**

Franchisee: _____

By: ~~By:~~

Title: _____

(“You”): _____ ~~Print~~

Name: _____

Its: _____ ~~By:~~

~~Sample~~ Not for Execution

Title: _____

Date: _____

Illinois

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

Illinois law governs

MARYLAND

AMENDMENTS TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENTS

~~Item 17 of the FDD, the Franchise Agreement:~~

~~The Illinois Franchise Disclosure Act prohibits discrimination among franchisees for payments made for Initial Franchise Fees, ongoing franchise fees, and the purchase of goods or services from the franchisor.~~

~~In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction or venue in a forum outside of Illinois is void. However, a franchise agreement may provide for arbitration in a forum outside of Illinois.~~

~~Your rights upon Termination and Non-Renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.~~

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

~~It is agreed that the applicable provisions of this amended to state-law addendum for the state of Illinois supersedes any inconsistent portion of the FDD and of the Franchise Agreement (of this same date) and of all related agreements to which this addendum is attached.~~

~~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.~~

DATED this ____ day of _____, 202 ____.

(“We/Us”): **FUNBOX FRANCHISE LLC**

By:

Title: _____

(“You”): _____

By: Sample — Not for Execution

Title: _____

Indiana

FDD Items 6, 8, 9 and 17; FA Sections 5, 6, 7, 8 and 9

~~In Indiana, the reference to "members of their households or members of their immediate families" under the provisions of covenants not to compete will mean any person who has access to the information, including a spouse or any other person who lives within the household.: "The~~

~~Pursuant to the requirements of the Indiana Deceptive Franchise Practices Law, IC 23-2-2.7 and the Indiana Franchise Disclosure Law, IC 23-2-2.5:~~

~~Any general release of claims against a franchisor is subject to the Indiana Deceptive Franchise Practices Law and the Indiana Franchise Disclosure Law. The Franchise Agreement may not be unilaterally terminated unless there is a material violation of the Franchise Agreement and termination is not in bad faith. Subject to Indiana Code 23-2-2.7-1(9), any post term non-competitor covenants will have a geographical limitation of the territory granted to the franchisee.~~

~~Franchisee will not be required to indemnify Franchisor for any liability imposed upon Franchisor as a result of Franchisee's reliance upon or use of procedures or products that were required by Franchisor, if such procedures or products were utilized by Franchisee in the manner required by Franchisor.~~

~~In the event of a conflict of law, the Indiana Franchise Disclosure Law, IC 23-2-2.5, and the Indiana Deceptive Franchise Practices Law will prevail. Franchisee may commence litigation in Indiana for any cause of action under Indiana law. Any arbitration between Franchisor and Franchisee shall be conducted in Indiana or a site mutually agreed upon.~~

~~Pursuant to Indiana Code Section 23-2-2.7-1(4), the franchisor will not obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted by the franchisee.~~

Maryland

FDD Items 5 Item 17 and FA Sections 2, 6, 7 and 9

Pursuant to ~~COMAR 02.02.08.16L~~, the general release required as a condition of renewal, sale, and/or assignment or /transfer of the franchise willshall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.”

Any provision that provides for termination upon bankruptcy
Item 17 of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

~~Section 14-216(e)-(25)FDD and sections of the Maryland Franchise Registration and Disclosure Act requires a franchisor~~Agreement is amended to file an irrevocable consent to be sued in Maryland. Notwithstanding anything to the contrary in the franchise agreement or Disclosure Document, you state: “A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Act.

~~Section 14-226 of the Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a prospective franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing a franchise. Our franchise agreement contains disclaimers of the occurrence or acknowledgment of the non-occurrence of acts that could constitute a violation of Maryland laws. These disclaimers, acknowledgments and representations are not intended to nor will they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.~~

Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchises.~~Franchise.”~~

The Franchise Agreement and Franchise Disclosure Questionnaire are amended to state: “All representations requiring prospective franchisees to assent to a release, estoppel, or waiver of liability are not intended to, nor shall they act as, a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.”

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

FRANCHISOR

FRANCHISEE

FUNBOX FRANCHISE, LLC

By: _____ By: _____

Print: _____ Print: _____

Title: _____ Title: _____

Date: _____ Date: _____

MICHIGAN ~~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.~~

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

~~[Signatures on the~~

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

Each of the following page}

DATED this ____ day of _____, 202 ____.

(“We/Us”): **FUNBOX FRANCHISE LLC**

By:

Title: _____

(“You”): _____

By: ~~Sample~~ Not for Execution

Title: _____

~~Michigan~~

The State of Michigan prohibits certain unfair provisions that are sometimes in franchise ~~is~~ void and unenforceable if contained in any documents. If any of the following provisions are included in these franchise documents, the provisions are void for Michigan franchisees and cannot be enforced against Michigan franchisees. These provisions are relating to a franchise:

- (a) _____ (a) _____ A prohibition on ~~the your~~ right of a franchisee to join an association of franchisees.
- (b) _____ (b) _____ A requirement that a ~~franchisee you~~ assent to a release, assignment, novation, waiver, or estoppel which deprives a ~~franchisee you~~ of rights and protections provided in the Michigan Franchise investment law. ~~this act~~. This ~~will~~ shall not preclude a ~~franchisee you~~, after entering into a Franchise Agreement, from settling any and all claims.
- (c) _____ (c) _____ A provision that permits a ~~franchisor us~~ to terminate a ~~franchise Franchise~~ prior to the expiration of its term except for good cause. Good cause ~~will~~ shall include ~~the your~~ failure of the ~~franchisee~~ to comply with any lawful provision of the Franchise Agreement and to cure ~~the such~~ failure after being given written notice ~~thereof~~ and a reasonable opportunity, which in no event need be more than 30 days, to cure ~~the such~~ failure.
 - (d) _____ (d) _____ A provision that permits a ~~franchisor us~~ to refuse to renew a ~~franchisee your Franchise~~ without fairly compensating ~~the franchisee you~~ by repurchase or other means for the fair market value at the time of expiration of ~~the franchisee's your~~ inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to ~~the franchisor us~~ and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the ~~franchise Franchise~~ business are not subject to compensation. This subsection applies only if:
 - (i) ~~The (i) the~~ term of the ~~franchise Franchise~~ is less than five (5) years; and
 - (ii) ~~The franchisee is (ii) you are~~ prohibited by the ~~franchise Franchise Agreement~~ 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 Franchise~~ or the ~~franchisee does you do~~ not receive at least six months' ~~(6) months'~~ advance notice of the ~~franchisor's our~~ intent not to renew the ~~franchise Franchise~~.
- (e) _____ (e) _____ A provision that permits ~~the franchisor us~~ to refuse to renew a ~~franchise 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) _____ (f) _____ A provision requiring that arbitration or litigation ~~will~~ be conducted outside ~~this state the State of Michigan~~. This ~~will~~ shall not preclude ~~the franchisee you~~ from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) _____ (g) _____ A provision which permits a ~~franchisor us~~ to refuse to permit a transfer of ownership of a ~~franchise Franchise~~, except for good cause. This subdivision does not prevent a ~~franchisor us~~ from exercising a right of first refusal to purchase the ~~franchise Franchise~~. Good cause ~~will~~ shall include, but is not limited to:
 - The
 - (i) _____ (i) _____ the failure of the proposed transferee to meet ~~the franchisor's our~~ then-~~current~~ reasonable qualifications or standards.
 - The
 - (ii) _____ (ii) _____ the fact that the proposed transferee is a competitor of ~~the franchisor us~~ or ~~our~~ subfranchisor.

The
(iii) _____ (iii) the unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

The failure of the franchisee

(iv) _____ (iv) your or proposed ~~transferee~~ transferee's failure to pay any sums owing to the franchisor~~us~~ or to cure any ~~breach~~ default in the Franchise Agreement existing at the time of the proposed transfer.

(h) _____ (h) A provision that requires the franchisee~~you~~ to resell to the franchisor~~us~~ items that are not uniquely identified with the franchisor~~us~~. This subdivision does not prohibit a provision that grants to a franchisor~~us~~ a right of first refusal to purchase the assets of a franchise~~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~~us~~ the right to acquire the assets of a franchise~~Franchise~~ for the market or appraised value of such assets if the franchisee ~~has~~ you have breached the lawful provisions of the Franchise Agreement and ~~has~~ have failed to cure the breach in the manner provided in subdivision (c).

(i) _____ (i) A provision which permits the franchisor~~us~~ to directly or indirectly convey, assign, or otherwise transfer the franchisee's~~our~~ obligations to fulfill contractual obligations to the franchisee~~you~~ unless provision has been made for providing the required contractual services.

~~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. A franchisor whose most recent financial statements are unaudited and show a net worth of less than \$100,000 will, 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 the escrow. Any questions regarding this notice should be directed to the Department of the Michigan Attorney General, 6520 Mercantile Way, Suite 3, Lansing, Michigan 48913; (517) 373-3800.~~

The name and address of the franchisor's agent in Michigan authorized to receive service of process is:

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
Consumer Protection Division
Attention~~Attn~~: Franchise Bureau
670 Law Building
525 ~~West W.~~ Ottawa Street
G. Mennen Williams Building, 6th Floor
PO Box 30213
Lansing, Michigan 48933-48913
Telephone Number: (517) 373-7117

| MINNESOTA

~~—Minnesota~~

~~Minnesota law prohibits requiring a franchisee to waive his or her rights to a trial or to consent to liquidated damages, termination penalties, or judgment notes; provided, that this part will not bar a voluntary arbitration of any matter if the proceeding is conducted by an independent tribunal under the rules of Arbitration. (Minn. Rules 2860.4400(J)).~~

FDD Item 5; FA Section 2.1

~~Payment of initial franchise fees shall be deferred until Franchisor has completed its pre-opening obligations to franchisee, and franchisee has opened for business.~~

FDD Item

6; FA Sections 2 and 5

~~NSF checks are governed by~~

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 604.113, which puts a cap of \$30 on service charges.

FDD Item 17; FA Sections 6.1, 6.3 and 7.1

~~With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subds. 3, 4, and 5, which require (except in certain specified cases) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement; and that consent to the transfer of the franchise will not be unreasonably withheld.~~

FDD Item 17; FA Sections 6 and 9.8

~~Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes of Minnesota. In addition, nothing in the FDD or Franchise Disclosure Document or agreement(s) Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction Minnesota.~~

FDD Item 13; FA Section 5

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 Statutes Section 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.20, Subdivision 1(g) allows the Minnesota Commissioner of the Department of Commerce to issue a cease and dismiss order or issue an order denying, suspending or revoking any registration, amendment or exception on finding any of the following . . . that the method of sale or proposed method14, Subds. 3, 4 and 5, which require, except in certain specified cases, that you be given 90 days' notice of sale of franchises or the operation 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 business Franchise will not be unreasonably withheld.

5. Item 13 of the franchisor or any term or condition of the franchise agreement or any practice of the franchisor is or would be unfair or inequitable to franchisees. Pursuant to this section, the Commissioner requires all franchisors registering in the FDD is hereby amended to state of Minnesota to state that the franchisor that we will protect your rights under the franchisee's right Franchise Agreement to use the trademarks, service marks, trade names, logo types or other commercial symbols Marks, or indemnify the franchisee you from any loss, cost costs, or expenses arising out of any third-party claim, suit or demand regarding theyour use of the name. We intend to comply with Marks, if your use of the Marks is in compliance with the provisions of the Minnesota statute and to protect the franchisee's rights and indemnify the franchisee for any losses to the full extent required by relevant state law. Franchise Agreement and our System standards.

FDD Item 17, FA Sections
6, 7 and 9

Minnesota Rule 2860.4400D4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release. The general release provisions in 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 void and unenforceable in the state of hereby deleted from the Franchise Agreement, to the extent required by Minnesota law.

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

~~New York~~7. 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.

8. 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.

NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. —CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR ~~SERVICES OR~~SOURCES OF INFORMATION.- REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND ~~THE APPROPRIATE~~NEW YORK STATE OR PROVINCIAL AUTHORITY DEPARTMENT OF LAW, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NY 10005, 212-416-8285. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR ~~CAN~~CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS ~~THAT~~WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

___ Except as provided above, with regard to ~~the franchisor~~Franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. ___ No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. ___ No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the ~~franchise system~~Franchise System or its business operations.

C. ___ No such party has been convicted of a felony or pleaded nolo contendere to a felony charge, or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. ___ No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to ~~a~~a currently effective ~~injunctive~~injunction or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the “Summary” sections of Item 17(c), titled “**Requirements for franchisee**Franchisee to renew or extend,” and Item 17(m), entitled “**Conditions for franchisor**Franchisor approval of transfer”:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Lawlaw of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

4. The following language replaces the “Summary” section of Item 17(d), titled “**Termination by franchisee**Franchisee”:

_____ You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the “Summary” sections of Item 17(v), titled “**Choice of forum**”,Forum.” and Item 17(w), titled “**Choice of law**”,Law.”:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisorFranchisor or upon the franchiseeFranchisee by Article 33 of the General Business Law of the State of New York.

~~Franchise Questionnaires and Acknowledgements 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.~~

~~Receipts Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.~~

~~North Dakota~~

FDD Item 9

~~Under North Dakota law, no modification or change the franchisor makes to the Operations Manual or Method of Operation may materially affect the franchisee's status, rights, or obligations under the Franchise Agreement.~~

FDD Item 5, FA Section 2.1

The collection

NORTH DAKOTA

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring that you sign a general release, estoppel or waiver as a condition of renewal and/or assignment may not be enforceable as they relate to releases of the North Dakota Franchise Investment Law.

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring resolution of disputes to be outside North Dakota may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements relating to choice of law may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

~~Any sections of initial franchise fees will be deferred until the franchisor has fulfilled its pre-opening obligations~~FDD, the Franchise Agreement, and the franchisee is open for business.

FDD Item 17(e), FA Section 6.1

~~The Commissioner has determined that Supplemental Agreements requiring franchisees you to sign a general release upon renewal of the franchise agreement consent to liquidated damages and/or termination penalties may not be unfair, unjust, and inequitable within the intent of enforceable under Section 51-19-09 of the North Dakota Franchise Investment law. The general release provision in Section 6.1 of this Agreement is void and unenforceable in the state of North Dakota~~Law, and are amended accordingly to the extent required by law.

FDD Item 17, FA Section 9.14

~~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.~~

FA Sections 5 and 6

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to a waiver of trial by jury may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to a waiver of exemplary and punitive damages may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Item 17(r) of the FDD, Article 15.4 of the Franchise Agreement disclose the existence of certain covenants restricting competition to which Franchisee must agree. The Commissioner has held that covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statute, are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law (Section 51-19-09). Thus, covenants not to compete. The FDD and the Franchise Agreement are considered unenforceable in the State of North Dakota amended accordingly to the extent required by law.

FA Section 6

~~Pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law, a requirement that franchisees consent to liquidated damages or termination penalties in the event of termination of the franchise agreement is considered void and unenforceable.~~

FA Section 9.6

~~Apart from civil liability as set forth in section 51-19-12 N.D.D.C, which is limited to violations of the North Dakota Franchise Investment Law (registration and fraud) the liability of the franchisor to a franchisee is based largely on contract law. Despite the fact that those provisions are not contained in the franchise investment law, those provisions contain substantive rights intended to be afforded to North Dakota residents, and is unfair to franchise investors to require them to waive their rights under North Dakota Law.~~

~~The North Dakota Franchise Investment Law (Section 51-19-09) requires that this Agreement will be governed by the laws of North Dakota, which laws will prevail.~~

FA Section 9.9

~~Pursuant to the North Dakota Franchise Investment Law (Section 51-19-09), an arbitration or mediation locations which are remote from the site of the franchisee's business are unfair, unjust, or inequitable. Therefore, the site of arbitration or mediation must be agreeable to all parties.~~

~~Pursuant to the North Dakota Franchise Investment law (section 51-19-09), requiring franchisees to consent to the jurisdiction of courts outside of North Dakota is unfair, unjust, or inequitable. Thus, all issues or disagreements relating to this Agreement will be arbitrated, tried, heard and decided within the jurisdiction of courts in the state of North Dakota.~~

~~Sections of the Franchise Agreement stipulating that the franchisee will pay all costs and expenses incurred by Franchisor in enforcing the agreement may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law.~~

Ohio

The Ohio Business Opportunity Plan Law requires a notice of the purchaser's right to cancel the agreement in at least ten point boldface type, in the following form and in close proximity to the space reserved in the agreement for the signature of the purchaser:

"

OHIO

The following language will be added to the front page of the Franchise Agreement:

_____ You, the purchaser, may cancel this transaction at any time prior to midnight of the fifth business day after the date you sign this agreement. See the attached notice of cancellation for an explanation of this right."

A completed form, in duplicate, captioned "notice of cancellation," must be attached to the agreement signed by the purchaser and be easily detachable and must contain in ten point boldface type, the following statement:

Initials _____ Date _____

NOTICE OF CANCELLATION

~~(Enter~~

_____ (enter date of transaction)

_____ You may cancel this transaction, without penalty or obligation, within five (5) business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten (10) business days following the ~~seller's~~ seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the ~~seller's~~ seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within ~~twenty~~ 20 days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, ~~or send a telegram, to (name of seller), at (address of seller's place of business), or send a fax to (name of seller) at (seller's facsimile number) or an e-mail to (name of seller) at (seller's electronic mail address), not later than midnight of (enter date).~~ to FunBox Franchise, LLC, 2510 East Sunset Road, Suite 5-400, Las Vegas, Nevada 89120 not later than midnight of the fifth business day after the Effective Date.

~~I hereby cancel this transaction.~~

(

I hereby cancel this transaction.

Date): _____

~~(Purchaser's signature)~~

Franchisee: _____

By: _____

Print Name: _____

Its: _____

FDD Item 17, FA Section 9

Ohio's Business Opportunity Plan Law, Section 1334.06 provides that in connection with the sale or lease of a business opportunity plan, any provision in an agreement restricting jurisdiction or venue to a forum outside of the state of Ohio, or requiring the application of laws of another state other than the state of Ohio, is void with

~~respect to a claim otherwise enforceable under Sections 1334.01 to 1334.15 of the Revised Business Opportunity Plan Law.~~

~~The Ohio Business Opportunity Plan Law requires that certain provisions contained in the Franchise Agreement be amended to be consistent with Ohio Law:~~

~~In the event of a conflict of laws, Ohio law will prevail.~~

~~Any claim or action may be brought in the appropriate state or federal court in Ohio.~~

~~The statutes of limitations under Ohio Law will apply.~~

Rhode Island

Section

RHODE ISLAND

§ 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.” The ~~Disclosure Document and FDD, the Franchise Agreement, and the Supplemental Agreements~~ are amended accordingly to the extent required by law.

The above language has been included in this FDD as a condition to registration. The Franchisor and the Franchisee do not agree with the above language and believe that each of the provisions of the Franchise Agreement and the Supplemental Agreements, including all choice of law provisions, are fully enforceable. The Franchisor and the Franchisee intend to fully enforce all of the provisions of the Franchise Agreement, the Supplemental Agreements, and all other documents signed by them, including but not limited to, all venue, choice-of-law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

| **VIRGINIA**

~~—South Dakota~~

~~FDD Item 17; FA Section 6~~

~~Under South Dakota law, termination provisions covering breach of the Franchise Agreement, failure to meet performance and quality standards and failure to make royalty payments contained in the Disclosure Document and franchise agreement must afford a franchisee 30 days' written notice with an opportunity to cure the breach prior to termination.~~

~~FA Section 9~~

~~The law regarding franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the State of South Dakota; but as to contractual and all other matters, this Agreement and all provisions of this instrument will be and remain subject to the application, construction, enforcement, and interpretation under the governing law of the State of Florida.~~

FDD

Item 17(h). The following is added to Item 17(h):

“Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement or Supplemental Agreements involve the use of undue influence by the Franchisor to induce a franchisee to surrender any rights given to franchisee under the Franchise, that provision may not be enforceable.”

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the FDD for FunBox Franchise, LLC for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure. The following statements are added to Item 8 and Item 17.h.

Pursuant to; ~~FA Section 6 and 7~~13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT, FRANCHISE DISCLOSURE QUESTIONNAIRE, AND RELATED AGREEMENTS

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington. ~~RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.~~

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

WISCONSIN ~~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.~~

~~The franchisee acknowledges receipt of this Addendum.~~

~~It is agreed that the applicable foregoing state law addendum for the state of _____, if any, supersedes any inconsistent portion of the Franchise Agreement (to which this addendum is attached) of this same date, and of the Franchise Disclosure Document. All terms of the Franchise Agreement, including these State Law Addendum provisions for the relevant state, have been agreed to at the time the Franchise Agreement was signed. However, this addendum will have effect only if the Franchise Agreement or our relationship with you satisfies all of the jurisdictional requirements of the relevant state's franchise laws, without considering this addendum.~~

~~DATED this ____ day of _____, 202__.~~

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement if such provision is in conflict with that law. The Franchise Disclosure Document, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

(Signatures on following page)

APPLICABLE ADDENDA

If any one of the preceding Addenda for specific states (“Addenda”) is checked as an “Applicable Addenda” below, then that Addenda shall be incorporated into the Franchise Disclosure Document, Franchise Agreement and any other specified agreement(s) entered into by us and the undersigned Franchisee. To the extent any terms of an Applicable Addenda conflict with the terms of the Franchise Disclosure Document, Franchise Agreement and other specified agreement(s), the terms of the Applicable Addenda shall supersede the terms of the Franchise Agreement.

(“We/Us”): **FUNBOX FRANCHISE
LLC**

- California
- Hawaii
- Illinois
- Iowa
- Indiana
- Maryland

By: ~~Sample~~ Not for Execution

Title: _____

(“You”): _____

- Michigan
- Minnesota
- New York
- North Dakota
- Ohio

By: ~~Sample~~ Not for Execution

Title: _____

- Rhode Island
- South Dakota
- Virginia
- Washington
- Wisconsin

Exhibit H

to the Franchise Disclosure Document

~~CONFIDENTIALITY, NON-DISCLOSURE, AND NONCOMPETE AGREEMENT~~

~~THIS AGREEMENT has been entered this _____ day of _____ 202___. It is by and between, FunBox Franchise LLC, a Nevada limited liability company, ("we, us") and _____ ("you").~~

~~We own proprietary ideas and other confidential information related to the ownership and operation of FunBox Parks that feature inflatable amusement and selfie museum products and services. Through rigorous testing and training, we have developed a unique and uniform concept of décor and service. We have certain rights to and intend to continue to develop products, services, valuable goodwill, expertise, proprietary ideas, confidential information, service marks, methods, procedures, techniques, guidelines, and materials connected with the operation, promotion, and advertising of our FunBox® Parks (collectively these are called the "Method of Operation").~~

~~You and we desire to discuss the offer and sale of a franchise and potentially to enter into related commercial relationships. In the course of these discussions and our relationship it will be necessary for us to disclose Confidential Information to you.~~

~~THEREFORE, in consideration of the following mutual promises and covenants, the parties agree as follows:~~

~~**1 PROTECTION OF CONFIDENTIALITY**~~

~~1.1. **Confidential Information Defined.** In this Agreement, "Confidential Information" shall mean:~~

- ~~a) Any information that relates to our proprietary ideas, trade secrets, business, products, technology, customers, finances, plans, proposals, or practices of us, including, but not limited to, plans and specifications for new products, discoveries, ideas, know how, research and development, inventions, techniques, marketing strategies, customer lists, financing sources and suppliers, non-public financial information, budgets, data, and projections;~~
- ~~b) Our proprietary information and information we mark or designate as confidential;~~
- ~~c) Information, whether or not in written form and whether or not designated as confidential, which is known to you as being treated by us as confidential;~~
- ~~d) Information provided to us by third parties, which we are obligated to keep confidential.~~

~~The Confidential Information shall include information in any form in which such information exists, whether oral, written, film, tape, computer disk, digital, or other form of media.~~

~~1.2. **Our Exclusive Property.** You acknowledge and agree that our Method of Operation and all Confidential Information is and shall continue to be our sole and exclusive property, whether or not disclosed or entrusted to you in connection with your relationship with us. Nothing in this Agreement will give you or others any right, title, or interest whatsoever in or to them. The Confidential Information~~

shall be considered our trade secrets and shall be entitled to all protections provided by applicable law to trade secrets.

~~1.3.— **Conflicting or Competing Interests.** Neither you nor your owners, shareholders, members, partners, directors, officers, managers, employees, consultants, distributors, or agents, nor the members of your or their immediate families or households (who have access to or knowledge of the Confidential Information or Method of Operation), will directly or indirectly participate as an owner, shareholder, partner, director, officer, employee, consultant, distributor, or agent, or serve in any other capacity in any business (including business in formation) engaged or to be engaged in the offering or sale or rental of products or services that are the same as, or substantially similar to, the products and services that are part of the Method of Operation.~~

~~You will assure that you and your owners, shareholders, partners, directors, officers, employees, and agents, and the members of their immediate families or households (who have actual knowledge of or access to the Operations Manual or Method of Operation), will not directly or indirectly participate as an owner, shareholder, director, partner, officer, employee, consultant, franchisor, franchisee, distributor, advisor or agent, or serve in any other capacity in any business engaged directly or indirectly in the offer, sale, rental, Internet dissemination, or promotion of amusement and selfie museum products or services or any business that offers products or services that are essentially the same as, or substantially similar to, the products and services that are part of the Method of Operation. This covenant applies within a 100-mile radius of any location where we operate or have granted the franchise to operate a FunBox business, and at any location within the United States of America.~~

~~2— **COVENANT OF NON-DISCLOSURE**~~

~~You specifically acknowledge that you will receive valuable specialized and Confidential Information, including information regarding our operational, sales, promotional and marketing methods and techniques and the Method of Operation. You agree not to disclose Confidential Information to any third party and to limit disclosure within your association to designated employees approved by us. Disclosures to designated employees will be done on a “need to know” basis to the extent necessary for them to perform the duties of their employment with you. Unless required by court order or applicable law, you agree not to copy, download, send, or divulge any Confidential Information directly or indirectly to any other person or enterprise outside of our system. You will never communicate, divulge, or use in any manner, either for your benefit or the benefit of any other person, persons, partnerships, associations, companies or corporations any Confidential Information or proprietary information, knowledge or know-how concerning the Method of Operation or any information we have communicated to you in written, verbal or electronic form, including intranet passwords, for the operation of your business.~~

~~3— **COVENANT OF NON-USE**~~

~~You agree not to use Confidential Information or the Method of Operation, except as authorized by us. You will obligate your owners, board of directors, your employees, and your agents to the same non-use covenant. We must approve in writing any use of Confidential Information or Method of Operation by you or your owners or your directors or employees.~~

~~4— **RECIPROCAL OBLIGATION**~~

Should discussions between you and us require or entail disclosure of any of your confidential or proprietary information to us, we agree to the same obligations of confidentiality and non-use as are imposed on you by this Agreement.

5 MISCELLANEOUS

5.1. — **Duration**. The obligations set forth in this Agreement will continue during and beyond the term of your relationship with us and for as long as you possess Confidential Information.

5.2. — **Waiver**. A waiver of any breach of any provision, term, covenant, or condition of this Agreement will not be a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition. Any waiver to this Agreement's provisions must be made in signed writing by the granting party.

5.3. — **Construction**. This document is the entire agreement between the parties. It supersedes all prior or contemporaneous written and oral agreements or understandings with respect to the subject matter of this Agreement. It may not be modified or amended except by signed written agreement. This Agreement benefits and binds the respective heirs, executors, administrators, successors, and assigns of the parties.

5.4. — **Acknowledgments**. No person has made any other representation that is not expressly set forth in this Agreement to induce you to accept and execute this Agreement.

6 SIGNATURES

DATED this ____ day of _____, 202 ____.

Dated: _____

("We/Us"):

FRANCHISOR:

FUNBOX FRANCHISE, LLC

By: _____

Title: _____

FRANCHISEE:

By: _____

Title: _____

By: ~~Sample~~ Not for Execution

Title: _____

(“You”): _____

By: ~~Sample~~ Not for Execution

Title: _____

EXHIBIT G
SAMPLE GENERAL RELEASE

In consideration of the

Exhibit I

to the Franchise Disclosure Document

ACH Direct Payment Authorization

We are pleased to offer you a new service - the Direct Payment Plan. Now you can have your payment made automatically from your checking or savings account. And, you won't have to change your present banking relationship to take advantage of this service.

The Direct Payment Plan will help you in several ways:

- it saves time - fewer checks to write
helps meet your commitment in a convenient and timely manner - even if you're on vacation or out of town
no lost or misplaced statements, your payment is always on time - it helps maintain good credit
it saves postage
its easy to sign up for, easy to cancel
no late charges

Here's how the Direct Payment Plan works: You authorize regularly scheduled payments to be made from your checking or savings account. Then, just sit back and relax. Your payments will be made automatically on the specified day. And proof of payment will appear with your statement.

The authority you give to charge your account will remain in effect until you notify us in writing to terminate the authorization. If the amount of your payment changes, we will notify you at least 10 days before payment date.

The Direct Payment Plan is dependable, flexible, convenient and easy. To take advantage of this service, complete the attached authorization form and return it to us.

AUTHORIZATION FOR DIRECT PAYMENT

I authorize (COMPANY NAME) to initiate entries to my checking/savings account. This authority will remain in effect until I notify you in writing to cancel it in such time as to afford the company a reasonable opportunity to act on it. I can stop payment of any entry by notifying my financial institution 3 days before my account is charged.

(NAME OF FINANCIAL INSTITUTION)

(CITY) (STATE) (ZIP CODE)

(SIGNATURE) (DATE)

(NAME - PLEASE PRINT) (EMAIL ADDRESS)

(ADDRESS - PLEASE PRINT)

Checking or Savings

TRANSIT ROUTING NUMBER

ABA routing number grid

ABA

ACCOUNT NUMBER INFORMATION

Account number grid

RETAIN FOR YOUR RECORDS

On (DATE) I authorized

(COMPANY NAME & DEPT.)

(ADDRESS) (PHONE)

to initiate electronic entries to my checking/savings account and have agreed to the terms listed on the authorization. I may revoke my authorization with you at any time by writing to the address above.

Initial payment amount: \$

Regular payment date:

(If payment amount changes we will notify you at least 10 days before the regularly scheduled payment date.)

Exhibit J

to the Franchise Disclosure Document agreement of FunBox Franchise, LLC (“Franchisor”) to allow (“Franchisee”) to [RENEW OR TRANSFER] its Franchise Agreement dated _____ between Franchisee and Franchisor (“Agreement”), Franchisee hereby releases and forever discharges Franchisor, and its affiliates, as well as their members, directors, officers, employees and agents, in their corporate and individual capacities, and their respective heirs, personal representatives, successors and assigns, from any and all claims Franchisee may have against such parties known and unknown, foreseen and unforeseen, from all beginning of time to the date hereof, whether in law or in equity, including, but not limited to, any claims arising out of the offer or sale of any franchise to Franchisee, and any matters arising under the Agreement or under any other agreement between Franchisee and Franchisor or its affiliates. [FOR TRANSFERS: Further, Franchisee acknowledges that transfer of the Agreement shall terminate Franchisee’s interest in the Agreement, but Franchisee will continue to be bound by all post-termination provisions of the Agreement, including but not limited to the obligations of confidentiality, and the covenant not to compete contained in the Agreement.]

[IN CALIFORNIA: The foregoing release is intended as a general release of all claims, demands, actions, causes of action, obligations, damages and liabilities of any kind or nature whatsoever that relate to the matters recited therein, and is intended to encompass all known and unknown, foreseen and unforeseen claims which the releasing party may have against any party being released. Section 1542 of the California Civil Code provides:

A General Release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the Release, which if known by him might have materially affected his settlement with the debtor.

You expressly waive the provisions of Section 1542 of the California Civil Code and expressly release each party to be released from all liability or claims arising out of any matters recited in the release.]

FRANCHISEE:

By: _____

Its: _____

EXHIBIT H

FRANCHISE COMPLIANCE CERTIFICATE

(This Compliance Certification will not be used if the franchise is to be operated in, or you are a resident of,

LIST OF FRANCHISEES AS OF THE ISSUANCE DATE

LIST OF OPERATIONAL FRANCHISEES AS OF MARCH 31, 2023

<u>Name</u>	<u>Address</u>	<u>Email</u>
Dan Palmer (x2)	6555 East Southern Avenue, Mesa, AZ 85206	palmer@funbox.com
Michael Bolbach	7330 93rd Street, Scottsdale, AZ 85258	mb@funbox.com
Erin & Dan Sloan	400 South Baldwin Avenue, Arcadia, CA 91007	erin.s@funbox.com
Michelle Coppola	1151 Galleria Blvd., Roseville, CA 95678	michelle@funbox.com
Debbie & Brandon Vaughan	2929 Turner Hill Road, Stonecrest, GA 30038	debbie.v@funbox.com

LIST OF FRANCHISEES WHO HAVE SIGNED A FRANCHISE AGREEMENT BUT ARE NOT YET OPERATIONAL AS OF MARCH 31, 2023

<u>Name</u>	<u>Address</u>	<u>Email</u>
Shannon & Ian Nouget	23203 Avenida De La Carlota, Laguna Hills, CA 92653	ian.n@funbox.com
Zubair Malakzay, Shoab Mahmood & Massad Saeed	1 Stoneridge Mall Road, Pleasanton, CA 94588	massad@funbox.com
Garrett Lowry & Evans Swan (x2)	8401 Park Meadows Center Drive, Lone Tree, CO 80124	garrett.l@funbox.com
David Peckerman & Todd Stock	10300 Southside Blvd, Jacksonville, FL 32256	david.p@funbox.com
Debbie & Brandon Vaughan	2929 Turner Hill Road, Stonecrest, GA 30038	debbie.v@funbox.com
Devang Kothari (x2)	4905 Old Orchard Center, Skokie, IL 60077	devang.k@funbox.com
Jessica Bolbach	769 Iyannough Rd, Hyannis, MA 02601	jessica.b@funbox.com
Jenn & Kyle McElhaney (x2)	18 S. Country Center Way, St. Louis, MO 63129	kyle.m@funbox.com
Mustafa Saleemi (x3)	300 Aquarium Drive, Jenks, OK 74037	mustafa.s@funbox.com
Anum & Fouad Hassan (x2)	3301 West Main Street, Norman, OK 73072	fouad@funbox.com
Mike Smyre	8111 Concord Mills Blvd, Concord, NC 28027	mike.s@funbox.com
Mark Flood	2901 South Capital of Texas Hwy, Austin, TX 78746	mark.f@funbox.com
George Tadros	3000 Grapevine Mills Pkwy., Grapevine TX 76051	george.t@funbox.com
Haron Saleemi	5000 Katy Mills Circle, Katy, TX 77494	haron.s@funbox.com
Stacie & Randall Henderson, Blake & Riki Sanford (x2)	575 East Univeristy Parkway, Orem, UT 84097	randall.h@funbox.com

LIST OF FORMER FRANCHISEES

None

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

EXHIBIT K

to the Franchise Disclosure Document

~~STATE EFFECTIVE DATES~~

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: **California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and/or Wisconsin**

The purpose of this Franchise Compliance Certificate is to demonstrate to FunBox Franchise, LLC (“Franchisor”) that the person(s) signing below (“I,” “me” or “my”), whether acting individually or on behalf of any legal entity established to acquire the franchise rights, (a) fully understands that the purchase of a FunBox franchise is a significant long-term commitment, complete with its associated risks, and (b) is not relying on any statements, representations, promises or assurances that are not specifically set forth in Franchisor’s Franchise Disclosure Document and Exhibits (collectively, the “FDD”) in deciding to purchase the franchise.

In that regard, I represent to Franchisor and acknowledge that:

<u>I understand that buying a franchise is not a guarantee of success. Purchasing or establishing any business is risky, and the success or failure of the franchise is subject to many variables such as my skills and abilities (and those of my partners, officers, employees), the time my associates and I devote to the business, competition, interest rates, the economy, inflation, operation costs, location, lease terms, the marketplace generally and other economic and business factors. I am aware of and am willing to undertake these business risks. I understand that the success or failure of my business will depend primarily upon my efforts and not those of Franchisor.</u>	<u>INITIAL:</u>
<u>I received a copy of the FDD, including the Franchise Agreement, at least 14 calendar days before I executed the Franchise Agreement. I understand that all of my rights and responsibilities and those of Franchisor in connection with the franchise are set forth in these documents and only in these documents. I acknowledge that I have had the opportunity to personally and carefully review these documents and have, in fact, done so. I have been advised to have professionals (such as lawyers and accountants) review the documents for me and to have them help me understand these documents. I have also been advised to consult with other franchisees regarding the risks associated with the purchase of the franchise.</u>	<u>INITIAL:</u>
<u>Neither the Franchisor nor any of its officers, employees or agents (including any franchise broker) has made a statement, promise or assurance to me concerning any matter related to the franchise (including those regarding advertising, marketing, training, support service or assistance provided by Franchisor) that is contrary to, or different from, the information contained in the FDD.</u>	<u>INITIAL:</u>

<u>My decision to purchase the franchise has not been influenced by any oral representations, assurances, warranties, guarantees or promises whatsoever made by the Franchisor or any of its officers, employees or agents (including any franchise broker), including as to the likelihood of success of the franchise.</u>	<u>INITIAL:</u>
<u>I have made my own independent determination as to whether I have the capital necessary to fund the business and my living expenses, particularly during the start-up phase.</u>	<u>INITIAL:</u>

SPECIAL REPRESENTATION REGARDING RECEIPT OF FINANCIAL INFORMATION.

PLEASE READ THE FOLLOWING QUESTION CAREFULLY. THEN SELECT YES OR NO AND PLACE YOUR INITIALS WHERE INDICATED.

Have you received any information from the Franchisor or any of its officers, employees or agents (including any franchise broker) concerning actual, average, projected or forecasted sales, revenues, income, profits or earnings of the franchise business (including any statement, promise or assurance

Yes

 No

 (INSERT INITIAL HERE: _____)

If you selected “Yes,” please describe the information you received on the lines below:

Prohibited Parties Clause. I acknowledge that Franchisor, its employees and its agents are subject to U.S. laws that prohibit or restrict (a) transactions with certain parties, and (b) the conduct of transactions involving certain foreign parties. These laws include, without limitation, U.S. Executive Order 13224, the U.S. Foreign Corrupt Practices Act, the Bank Secrecy Act, the International Money Laundering Abatement and Anti-Terrorism Financing Act, the Export Administration Act, the Arms Export Control Act, the U.S. Patriot Act, and the International Economic Emergency Powers Act, and the regulations issued pursuant to these and other U.S. laws. As part of the express consideration for the purchase of the franchise, I represent that neither I nor any of my employees, agents, or representatives, nor any other person or entity associated with me, is now, or has been listed on:

1. the U.S. Treasury Department’s List of Specially Designated Nationals;
2. the U.S. Commerce Department’s Denied Persons List, Unverified List, Entity List, or General Orders;
3. the U.S. State Department’s Debarred List or Nonproliferation Sanctions; or
4. the Annex to U.S. Executive Order 13224.

I warrant that neither I nor any of my employees, agents, or representatives, nor any other person or entity associated with me, is now, or has been: (i) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism; or (ii) is owned or controlled by terrorists or sponsors of terrorism. I warrant that I am now, and have been, in compliance with U.S. anti-

money laundering and counter-terrorism financing laws and regulations, and that any funds provided by me to Franchisor were legally obtained in compliance with these laws.

I further covenant that neither I nor any of my employees, agents, or representatives, nor any other person or entity associated with me, will, during the term of the Franchise Agreement, become a person or entity described above or otherwise become a target of any anti-terrorism law.

Special note for residents of the States of Illinois or Maryland and business located in Illinois or Maryland: Nothing in this Compliance Questionnaire shall act as a release, estoppel, or waiver of any liability incurred under the Illinois Franchise Disclosure Act and/or Maryland Franchise Registration and Disclosure Law.

[Signatures on following page]

I. FRANCHISEE:

Sign here if you are taking the franchise as an INDIVIDUAL(S).
(NOTE: Use these blocks if you are an individual or a partnership but the partnership is not a separate legal entity.)

Signature

Print Name: _____

Date: _____

Signature

Print Name: _____

Date: _____

Sign here if you are taking the franchise as a CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP.

Print Name of Legal Entity

By: _____

Signature

Print Name: _____

Title: _____

Date: _____

STATE EFFECTIVE DATES

-The following States require that the Franchise Disclosure Document be registered or filed with the State, or be exempt from registration:

California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	August 16, 2023
Minnesota	
New York	August 16, 2023
North Dakota	
Rhode Island	October 31, 2023
South Dakota	August 14, 2023
Virginia	
Washington	
Wisconsin	August 14, 2023

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT L

to the Franchise Disclosure Document

RECEIPT

~~This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully. If FunBox Franchise LLC offers you a franchise, it must provide this disclosure document to you 14 days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale. New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreements or payment of any consideration that relates the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement, or the payment of any consideration, whichever occurs first. If FunBox Franchise 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 and State law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed in Exhibit B. The names, principal business addresses, and telephone numbers of each franchise seller offering the franchise are:~~

If FunBox Franchise, 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 the 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 in Exhibit D.

The franchisor offering the franchise: FunBox Franchise, LLC, 2510 East Sunset Road, Suite 5-400, Las Vegas, Nevada 89120 and 626-317-5150. The individual franchise seller who offered you a FunBox franchise is Ian Greenberg, Laurence Hallier, Suat Gokmen, and Antonio Nieves, 2510 East Sunset Road, Suite 5-400, Las Vegas, Nevada 89120-626-628-0606

Issuance Date: September 13, 2024

See Exhibit BD for our registered agents authorized to receive service of process.

~~Date of issuance: August 7, 2023~~

I have received a Disclosure Document dated ~~August 7, 2023~~ September 13, 2024 that included the following Exhibits:

- ~~A. Financial Statements~~
- ~~B. List of State Agents for Service of Process and State Administrators~~
- ~~C. Operations Manual Table of Contents~~
- ~~D. Franchise Agreement and its Exhibits~~
- ~~E. Conditional Assignment~~
- ~~F. Abandonment, Relinquishment, and Termination of Assumed Business Name~~
- ~~G. State Law Addendum~~
- ~~H. Confidentiality, Non-Disclosure, and Non-Compete Agreement~~
- ~~I. ACH Direct Payment Authorization~~
- ~~J. List of Franchisees and Certain Former Franchisees~~
- ~~K. State Effective Dates~~
- ~~L. Receipt~~

If a business entity: _____ If an individual: _____

Sign: _____

Name of Business Entity

<u>EXHIBIT A</u>	<u>Franchise Agreement</u>
<u>EXHIBIT B</u>	<u>Financial Statements</u>
<u>EXHIBIT C</u>	<u>List of Current and Former Franchisees</u>
<u>EXHIBIT D</u>	<u>List of State Administrators and Agents for Service of Process</u>
<u>EXHIBIT E</u>	<u>Operations Manual Table of Contents</u>
<u>EXHIBIT F</u>	<u>State Specific Addenda to the Franchise Disclosure Document</u>
<u>EXHIBIT G</u>	<u>Sample General Release</u>
<u>EXHIBIT H</u>	<u>Franchise Compliance Certificate</u>

PROSPECTIVE FRANCHISEE:

Date:

Signature _____ Print: _____ Name

Sign: _____ Date: _____

Title: _____ (Do not leave blank)

Print: _____

Dated: _____
(Do not leave blank)

Please sign this copy of the Receipt, print the date on which you received this Disclosure Document, and return it, by mail or email to FunBox Franchise, LLC, 2510 East Sunset Road, Suite 5-400, Las Vegas, Nevada 89120 and l@funbox.com.

RECEIPT
(YOUR 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 FunBox Franchise, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreements or payment of any consideration that relates the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement, or the payment of any consideration, whichever occurs first.

If FunBox Franchise, 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 the 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 in Exhibit D.

The franchisor offering the franchise: FunBox Franchise, LLC, 2510 East Sunset Road, Suite 5-400, Las Vegas, Nevada 89120 and 626-317-5150. The individual franchise seller who offered you a FunBox franchise is Ian Greenberg, Laurence Hallier, Suat Gokmen, and Antonio Nieves.

Issuance Date: September 13, 2024

See Exhibit D for our registered agents authorized to receive service of process.

I have received a Disclosure Document dated September 13, 2024 that included the following Exhibits:

<u>EXHIBIT A</u>	<u>Franchise Agreement</u>
<u>EXHIBIT B</u>	<u>Financial Statements</u>
<u>EXHIBIT C</u>	<u>List of Current and Former Franchisees</u>
<u>EXHIBIT D</u>	<u>List of State Administrators and Agents for Service of Process</u>
<u>EXHIBIT E</u>	<u>Operations Manual Table of Contents</u>
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<u>EXHIBIT G</u>	<u>Sample General Release</u>
<u>EXHIBIT H</u>	<u>Franchise Compliance Certificate</u>

PROSPECTIVE FRANCHISEE:

Date:

Signature

Print Name

Please keep this copy for your records.