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**ITEM 2**  
**BUSINESS EXPERIENCE**

Chief Executive Officer, and Manager (Director): Shannon Hudson

Shannon is the creator and founder of the 9ROUND business model and system and has served as the CEO and Manager (Director) of 9Round Franchising, LLC since 9Round's inception in December 2008 and the CEO and Manager (Director) of I LOVE KICKBOXING since February 2024. Shannon opened the first 9ROUND Center in March 2008, which currently operates in Greenville, South Carolina. Since July 2008, he also has served as Manager of 9RSC, which operated a 9ROUND Center in Greenville, South Carolina through June 30, 2019. Since December 2013, Shannon has served as Manager of H&S, which operated 9Round Centers through June 30, 2019.

Chief Operations Officer and Manager (Director): Heather Hudson

Heather has served as the COO and Manager (Director) of 9Round Franchising, LLC since 9Round's inception in December 2008 and the COO and Manager (Director) of I LOVE KICKBOXING since February 2024. Since July 2008, Heather also has served as Manager of 9RSC, which operated a 9ROUND Center in Greenville, South Carolina through June 30, 2019. Since December 2013, Heather has served as Manager of H&S, which operated 9Round Centers through June 30, 2019.

General Counsel: Eve Memmer

~~Eve has served as the General Counsel of 9Round Franchising, LLC since November 2023 and as General Counsel of I LOVE KICKBOXING since February 2024. Prior to this, Eve served as 9Round's Director of Legal Services from April 2023 to November 2023, and from August 2020 to April 2023, she served as corporate paralegal. Before coming to 9Round, Eve served as a corporate paralegal from March 2019 to May 2020 in the mortgage servicing industry. Eve has experience in the line of business associated with the franchise since August 2020.~~

Sr. Director of Operations: Drew Stauffacher

Drew has served as the Senior Director of Operations of 9Round Franchising, LLC since June of 2023 and as our Senior Director of Operations since February 2024. Prior to that, Drew served as Director of Fitness Programming for 9Round Franchising, LLC since January 2019. Drew was an owner of two (2) 9ROUND Centers from August of 2014 to March 2020.

Sr. Director of Franchise Resales: Brian Burke

Brian currently serves as Senior Director of Franchise Resales for 9Round Franchising, LLC and has served our franchise development department since February 2024. Prior to that, Brian served as 9Round's Senior Director of Operations from June 2023 to December 2023. From September 2021 until June 2023, Brian served as 9Round's Director of Franchise Resales. Brian served as Director of Ongoing Franchise Business Support for 9Round Franchising, LLC from November 2018 until September 2021. Brian began working with 9Round Franchising, LLC in November 2016 as a franchise business coach. Brian is a prior 9ROUND franchisee who operated up to three (3) Centers between December 2010 and May 2020.

Sr. Director of Marketing and Creative: Anna Lynch

Anna has served as 9Round's Senior Director of Marketing and Creative since June 2023 and as our Senior Director of Marketing and Creative since February 2024. Prior to that, Anna served as 9Round's Director of Marketing, leading the 9Round marketing team, since November 2015. Anna has been designated as a Certified Franchise Executive by the International Franchise Association since February 2020.

**ITEM 3  
LITIGATION**

**Litigation Against Franchisees in the Last Fiscal Year**

During fiscal year 2023, we are not aware of any lawsuits being initiated against franchisees.

**Pending Litigation Against Our Predecessor ILKB TOO LLC**

*Roddie McDowall, Teresa Hatter McDowall, and Transcending Future Legacy v. ILKB LLC, Michael Parrella, ILKB TOO, LLC, Daniel Castellini, and Shaun York*; EDNY Case No. 2:20-ev-06171. Filed December 20, 2020.

Plaintiffs claim ILKB TOO LLC as successor in liability to plaintiffs' previous claims against ILKB LLC. Plaintiffs filed complaints alleging violations of applicable state Franchise Sales Acts, breach of contract, fraud, and negligent misrepresentations against ILKB TOO LLC's predecessor ILKB LLC, and its former CEO, for damages related to misrepresentations made during Plaintiffs' purchase of an ILOVEKICKBOXING franchise. The complaints alleged that ILKB TOO LLC's officers, Daniel Castellini and Shaun York, were also liable for these claims based on a theory of successor liability. ILKB TOO LLC has disputed these claims, filed motions to be dismissed from the suits, and are currently awaiting final ruling.

*Roger Gould and Dolphin Kickboxing Company v. ILKB LLC, Michael Parrella, Ryan Healy, Scott Ferrari, ILKB TOO, LLC, Daniel Castellini, and Shaun York*; EDNY Case No. 2:20ev-05154. Filed October 26, 2020.

Plaintiffs claim ILKB TOO LLC as successor in liability to plaintiffs' previous claims against ILKB LLC. Plaintiffs filed complaints alleging violations of applicable state Franchise Sales Acts, breach of contract, fraud, and negligent misrepresentations against ILKB TOO LLC's predecessor ILKB LLC, and its former CEO, for damages related to misrepresentations made during Plaintiffs' purchase of an ILOVEKICKBOXING franchise. The complaints alleged that ILKB TOO LLC's officers, Daniel Castellini and Shaun York, were also liable for these claims based on a theory of successor liability. ILKB TOO LLC has disputed these claims, filed motions to be dismissed from the suits, and are currently awaiting final ruling.

*Thomas Callen, Courtney Callen, and Golden Polar Bear, LLC v. ILKB LLC, Michael Parrella, Ryan Healy, Scott Ferrari, ILKB TOO, LLC, Daniel Castellini, and Shaun York*; EDNY Case No. 2:20-ev-03345. Filed July 24, 2020.

Plaintiffs claim ILKB TOO LLC as successor in liability to plaintiffs' previous claims against ILKB LLC. Plaintiffs filed complaints alleging violations of applicable state Franchise Sales Acts, breach of contract, fraud, and negligent misrepresentations against ILKB TOO LLC's predecessor ILKB LLC, and its former CEO, for damages related to misrepresentations made during Plaintiffs' purchase of an ILOVEKICKBOXING franchise. The complaints alleged that ILKB TOO LLC's officers, Daniel Castellini and Shaun York, were also liable for these claims based on a theory of successor liability. ILKB TOO LLC has disputed these claims, filed motions to be dismissed from the suits, and are currently awaiting final ruling.

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

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**ITEM 6**

**OTHER FEES FOR STANDARD FRANCHISEES**

<b>Type of Fee<sup>1</sup></b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
Royalty Fee	\$750 or 6% of Gross Sales, whichever is greater, per month.	Monthly.	Subject to increase. The fee may be collected through billing software.
Brand Building Fund Fee	\$300 or 2% of Gross Sales, whichever is greater, per month.	Monthly.	Subject to increase. The fee may be collected through billing software. See Item 11 for more information about Gross Sales and the Brand Building Fund.
Local Advertising Spend, Local Marketing Fund, or Cooperative Advertising <sup>2</sup> Contribution	The higher of 8% of gross revenue or \$6,000 per rolling three (3)-month period. <sup>3</sup>	Monthly.	See Item 11 for more information about our right to set up and require participation in a Local Marketing Fund or an advertising cooperative.
Technology Fee <sup>4</sup>	\$199 per month.	Monthly.	Subject to increase. The fee may be collected through billing software.
Digital Marketing Services <sup>5</sup>	\$750 per month desired ad spend; \$300 per month management fee for mid-tier services.	Monthly.	Subject to increase or change. The fee may be collected through billing software.
Heart rate monitor system ( <i>Optional</i> )	\$139 per month	Monthly.	Subject to increase or change. The fee may be collected through billing software. This fee is currently payable to us but may be payable directly to the vendor in the future.
Workout statistics measurement software ( <i>Optional</i> )	Will vary based on usage.	Monthly.	The fee may be collected through billing software. This fee is currently payable to us but may be payable directly to the vendor in the future.
Insurance	\$126 - \$240 per month.	Monthly or annually.	Subject to increase. The fee <u>is billed after a studio opens and</u> may be collected through billing software.
Audits	Cost of audit plus interest at 12% or the	Immediately upon receipt of	You pay for cost of audit only if it shows an understatement

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Note 3. A security system is recommended but not required. The range includes the estimated cost for the security and surveillance system and fifty (50) door entry key fobs.

Note 4. These estimates are based on leasing a 2,000 to 3,000 square foot facility in vanilla shell condition, located in a strip center in the Greenville, South Carolina area, and include your first month's rent, security deposit, utility deposits, and insurance. The space must be enclosed and separate from other businesses with its own locking door. Except for the security deposit, lease payments generally are not refundable.

The estimated deposits for utilities include electric, gas, and water, but your deposit may vary due to policies of local utility companies.

~~This estimate includes premium for three (3) months of the insurance plan from our designated supplier as your state, county, or landlord may require insurance to be provided for the space prior to build out and opening. As we do not require you to have insurance during this time, we recommend but do not require you to use our preferred supplier.~~ See Item 8 for more information about our insurance requirements and our designated insurance program. ~~This estimate includes premium for three (3) months of the insurance plan from our designated supplier.~~

If you need additional insurance for your Center (for example, state workers' compensation or a surety bond), you may have additional costs. A surety bond may range from \$100 to \$500 per year, depending on the state. Workers' compensation coverage may range from \$450 to \$1,000 and may be more depending on the number of employees and your state requirements.

Note 5. These figures include the estimated cost of interior alterations and improvements to a location in vanilla shell condition. This cost depends on the extent of the renovations needed to convert space into separate areas, costs of labor and materials in the area, local building and other code requirements, landlord construction criteria, any allowance you negotiate with the lessor for construction, and other factors. We recommend that you find a location that needs minimal leasehold improvements or fixtures. For new locations, the range is typically \$10,000 to \$110,200. For the purchase of an existing Center, leasehold improvements are considerably less and may not be required if the Center is in good condition and meets our then-current Standards.

Note 6. Includes the cost of paint, wall paneling, mirrors, lighting, and entry and bathroom tile. These estimates do not include the cost of purchasing real property, as we do not expect that you will buy real property. These figures do not incorporate any landlord concessions, such as free rent or landlord build out of your space.

Note 7. We recommend, but do not require, that you soundproof your Center, according to our specifications. The figures included reflect these costs.

Note 8. If you acquire franchise rights for a new Center, you must spend a minimum of \$25,000, as determined by us, for local grand opening marketing, which will commence approximately twelve (12) weeks before the opening of your Center and approximately eight (8) weeks after the opening of your Center. You may spend more than the minimum amount. You will pay \$17,500 directly to us within one (1) week after you sign the lease for the Center for your print materials and event starter kit, both of which contain various promotional materials, for digital marketing advertising, and for a minimum of five (5) months of the digital marketing management fees. If you acquire the franchise rights to an existing Center, you must spend a minimum of \$10,000, as determined by us, for local new ownership marketing commencing when you launch the new ownership marketing campaign on a date agreed to by us (such date will be after you have acquired ownership of the Center) and lasting for approximately twelve (12) weeks thereafter. You may spend more than the minimum amount. You will pay \$8,000 directly to us, due at the time of signing the Franchise Agreement, for your print materials, which contains various promotional materials, for digital marketing advertising, and for a minimum of three (3) months of digital marketing management fees. The remaining amount will be paid to approved vendors for their respective products or services. At the conclusion of local grand opening marketing or local new ownership marketing, any

**ITEM 10  
FINANCING**

As of the date of this disclosure document we do not offer direct or indirect financing and we do not guarantee your note, lease or obligation.

We may periodically arrange with third party finance companies or banks to make financing programs available to franchisees. These arrangements ordinarily involve no more than arranging to put franchisees in contact with sources of financing available to individual franchisees. There is no assurance that financing will be offered in any particular instance. If financing is offered, the financial institution independently establishes the amount, terms, interest rate and duration. If an individual franchisee, who does not have an active relationship with Guidant, is referred to Guidant Financial of 2404 Bank Drive, Boise ID, and the individual franchisee elects a Rollover as Business Start-Up (ROBS) loan with a fee of \$4,995, Guidant will pay us a referral fee of \$1,000. Other than the foregoing, neither we nor any of our affiliates receive any payments in exchange for such referrals or the placement of any financing. It is solely your responsibility to locate and obtain, on whatever terms you can arrange, any required financing for the establishment of your Center.

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**ITEM 13  
TRADEMARKS**

We own the following Marks, which are registered on, or applied for registration on, the Principal Register of the U.S. Patent and Trademark Office. All required affidavits have been filed. We maintain our registrations and those Marks noted with an asterisk (\*) have been subject to the relevant Declarations of Use and Incontestability under Sections 8 and 15 of the Lanham Act.

Trademark	Register	Registration / Filing Date	Registration / Application Number
	Principal	February 7, 2022	7022628
I LOVE KICKBOXING <sup>2</sup>	Principal	June 10, 2024 <sup>1</sup>	98593337
		June 10, 2024 <sup>1</sup>	98593316
		June 10, 2024 <sup>1</sup>	98593350
		June 10, 2024 <sup>1</sup>	98593368
		June 10, 2024 <sup>1</sup>	98593306
ILOVEKICKBOXING	Principal	February 7, 2022	7004643
ILKB <sup>2</sup>	Principal	June 10, 2024 <sup>1</sup>	98593192
		June 10, 2024 <sup>1</sup>	98593205
		June 10, 2024 <sup>1</sup>	98593278
		June 10, 2024 <sup>1</sup>	98593155
		June 10, 2024 <sup>1</sup>	98593252
	Principal	March 31, 2017	6228278
	Principal	March 29, 2017	5446133
ILOVEKICKBOXING.COM	Principal	March 27, 2017	6248253
ILOVEKICKBOXING.COM	Principal	January 13, 2011	4009496
	Principal	November 14, 2012	4324564
ILOVEKICKBOXING KIDS	Principal	March 29, 2017	6309169

#### **FOR THE STATE OF MARYLAND**

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.

Item 17 of the disclosure document is supplemented by the following:

- (a) Any release or waiver provision contained in the Franchise Agreement or any release required as a condition of the sale, renewal, and/or assignment/transfer of the franchise shall not apply to any liability incurred under the Maryland Franchise Registration and Disclosure Law (the “Maryland Franchise Law”).
- (b) Any claims arising under the Maryland Franchise Law must be brought within three years after the grant of the franchise;
- (c) Any provision in the Franchise Agreement requiring litigation in a forum outside the State of Maryland will not limit any rights you may have under the Maryland Franchise Law to bring suit in the State of Maryland.

#### **FOR THE STATE OF MINNESOTA**

The Special Risks to Consider About *This* Franchisee page of the disclosure document is supplemented by the following:

**Turnover Rate.** During the last 3 years, a high percentage of franchised outlets (more than 57%) were terminated. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate.

Item 13 of the disclosure document is supplemented by the following:

The franchisor will protect the franchisee’s rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols (“Marks”) or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), we will reimburse you for any costs incurred that you incur in the defense of your right to use the Marks, so long as you were using the Marks in the manner that we authorized, and so long as we are timely notified of the claim and given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

Item 17 of the disclosure document is supplemented by the following:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that (1) a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of the Agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

To the extent that any condition, stipulation, or provision contained in the Franchise Agreement (including any choice of law provision) purports to require any person who, at the time of acquiring a franchise is a resident of Minnesota, or, in the case of a partnership or corporation, organized or incorporated under the laws of Minnesota, or purporting to bind a person acquiring any franchise to be operated in Minnesota, to waive compliance with the Minnesota Franchises Law, such

condition, stipulation, or provision may be void and unenforceable under the non-waiver provision of the Minnesota Franchises Law.

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.

**FOR THE STATE OF 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 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 THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

2. The following is added to the end of Item 3:

Except as provided above, with regard to the 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 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 or 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 currently effective injunctive or restrictive order relating to any

**ADDENDUM TO THE I LOVE KICKBOXING FRANCHISE AGREEMENT  
FOR THE STATE OF MINNESOTA**

This Addendum pertains to franchises sold in the State of Minnesota and is for the purpose of complying with Minnesota statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows:

1. We will undertake the defense of any claim of infringement by third parties involving any I LOVE KICKBOXING mark, and you will cooperate with the defense in any reasonable manner required by us with any direct cost of such cooperation to be borne by us. With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subdivision. 3-5, which require (except in certain specified cases) (1) 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 (2) that consent to the transfer of the franchise will not be unreasonably withheld.
2. Minnesota Statutes, Section 80C.21 and Minnesota Rules 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. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
3. Section 13.E (Liquidated Damages), Section 15.J (Jury Waiver), and Section 15.K (Waiver of Punitive Damages) of the Franchise Agreement is deleted.
4. Section 14.C (Claims) is amended to provide that any claims arising under the Minnesota Franchise Act must be brought within three (3) years after the date the cause of action accrues.
5. No Section providing for a general release as a condition of renewal or transfer will act as a release or waiver of any liability incurred under the Minnesota Franchise Act; provided, that this part shall not bar the voluntary settlement of disputes.
6. Each provision of this Addendum is effective only to the extent, with respect to such provision, that the jurisdictional requirements of Minnesota Statutes Sections 80C.01 to 80C.22 are met independently without reference to this addendum.
7. The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.
8. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J.
9. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subdivision. 1(g).
10. The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

*[Signature Pages Follows]*

11. 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.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

**FRANCHISEE:** (For an entity)

Name of Entity: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FRANCHISEE:** (For an individual)

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**FRANCHISOR:**

9ROUND HOLDING COMPANY, LLC d/b/a

I LOVE KICKBOXING

Signature: \_\_\_\_\_

Printed 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 Franchise Disclosure Document is registered, on file, or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

State	Effective Date
California	Pending
Hawaii	<del>Pending</del> <u>October 15, 2024</u>
Illinois	<del>Pending</del> <u>October 9, 2024</u>
Indiana	August 1, 2024
Maryland	Pending
Michigan	August 6, 2024
Minnesota	Pending
New York	October 10, 2024
North Dakota	<del>Pending</del> <u>October 3, 2024</u>
Rhode Island	August 6, 2024
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	July 31, 2024

In all other states, the effective date of this Franchise Disclosure Document is the issuance date of July 31, 2024.

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**ITEM 2**  
**BUSINESS EXPERIENCE**

Chief Executive Officer, and Manager (Director): Shannon Hudson

Shannon is the creator and founder of the 9ROUND business model and system and has served as the CEO and Manager (Director) of 9Round Franchising, LLC since 9Round's inception in December 2008 and the CEO and Manager (Director) of I LOVE KICKBOXING since February 2024. Shannon opened the first 9ROUND Center in March 2008, which currently operates in Greenville, South Carolina. Since July 2008, he also has served as Manager of 9RSC, which operated a 9ROUND Center in Greenville, South Carolina through June 30, 2019. Since December 2013, Shannon has served as Manager of H&S, which operated 9Round Centers through June 30, 2019.

Chief Operations Officer and Manager (Director): Heather Hudson

Heather has served as the COO and Manager (Director) of 9Round Franchising, LLC since 9Round's inception in December 2008 and the COO and Manager (Director) of I LOVE KICKBOXING since February 2024. Since July 2008, Heather also has served as Manager of 9RSC, which operated a 9ROUND Center in Greenville, South Carolina through June 30, 2019. Since December 2013, Heather has served as Manager of H&S, which operated 9Round Centers through June 30, 2019.

Sr. Director of Operations: Drew Stauffacher

Drew has served as the Senior Director of Operations of 9Round Franchising, LLC since June of 2023 and as our Senior Director of Operations since February 2024. Prior to that, Drew served as Director of Fitness Programming for 9Round Franchising, LLC since January 2019. Drew was an owner of two (2) 9ROUND Centers from August of 2014 to March 2020.

Sr. Director of Franchise Resales: Brian Burke

Brian currently serves as Senior Director of Franchise Resales for 9Round Franchising, LLC and has served our franchise development department since February 2024. Prior to that, Brian served as 9Round's Senior Director of Operations from June 2023 to December 2023. From September 2021 until June 2023, Brian served as 9Round's Director of Franchise Resales. Brian served as Director of Ongoing Franchise Business Support for 9Round Franchising, LLC from November 2018 until September 2021. Brian began working with 9Round Franchising, LLC in November 2016 as a franchise business coach. Brian is a prior 9ROUND franchisee who operated up to three (3) Centers between December 2010 and May 2020.

Sr. Director of Marketing and Creative: Anna Lynch

Anna has served as 9Round's Senior Director of Marketing and Creative since June 2023 and as our Senior Director of Marketing and Creative since February 2024. Prior to that, Anna served as 9Round's Director of Marketing, leading the 9Round marketing team, since November 2015. Anna has been designated as a Certified Franchise Executive by the International Franchise Association since February 2020.

**ITEM 3  
LITIGATION**

No litigation is required to be disclosed in this Item.

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**ITEM 6**

**OTHER FEES FOR STANDARD FRANCHISEES**

<b>Type of Fee<sup>1</sup></b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
Royalty Fee	\$750 or 6% of Gross Sales, whichever is greater, per month.	Monthly.	Subject to increase. The fee may be collected through billing software.
Brand Building Fund Fee	\$300 or 2% of Gross Sales, whichever is greater, per month.	Monthly.	Subject to increase. The fee may be collected through billing software. See Item 11 for more information about Gross Sales and the Brand Building Fund.
Local Advertising Spend, Local Marketing Fund, or Cooperative Advertising <sup>2</sup> Contribution	The higher of 8% of gross revenue or \$6,000 per rolling three (3)-month period. <sup>3</sup>	Monthly.	See Item 11 for more information about our right to set up and require participation in a Local Marketing Fund or an advertising cooperative.
Technology Fee <sup>4</sup>	\$199 per month.	Monthly.	Subject to increase. The fee may be collected through billing software.
Digital Marketing Services <sup>5</sup>	\$750 per month desired ad spend; \$300 per month management fee for mid-tier services.	Monthly.	Subject to increase or change. The fee may be collected through billing software.
Heart rate monitor system ( <i>Optional</i> )	\$139 per month	Monthly.	Subject to increase or change. The fee may be collected through billing software. This fee is currently payable to us but may be payable directly to the vendor in the future.
Workout statistics measurement software ( <i>Optional</i> )	Will vary based on usage.	Monthly.	The fee may be collected through billing software. This fee is currently payable to us but may be payable directly to the vendor in the future.
Insurance	\$126 - \$240 per month.	Monthly or annually.	Subject to increase. The fee is billed after a studio opens and may be collected through billing software.
Audits	Cost of audit plus interest at 12% or the	Immediately upon receipt of	You pay for cost of audit only if it shows an understatement

Note 3. A security system is recommended but not required. The range includes the estimated cost for the security and surveillance system and fifty (50) door entry key fobs.

Note 4. These estimates are based on leasing a 2,000 to 3,000 square foot facility in vanilla shell condition, located in a strip center in the Greenville, South Carolina area, and include your first month's rent, security deposit, utility deposits, and insurance. The space must be enclosed and separate from other businesses with its own locking door. Except for the security deposit, lease payments generally are not refundable.

The estimated deposits for utilities include electric, gas, and water, but your deposit may vary due to policies of local utility companies.

This estimate includes premium for three (3) months of the insurance plan from our designated supplier as your state, county, or landlord may require insurance to be provided for the space prior to build out and opening. As we do not require you to have insurance during this time, we recommend but do not require you to use our preferred supplier. See Item 8 for more information about our insurance requirements and our designated insurance program.

If you need additional insurance for your Center (for example, state workers' compensation or a surety bond), you may have additional costs. A surety bond may range from \$100 to \$500 per year, depending on the state. Workers' compensation coverage may range from \$450 to \$1,000 and may be more depending on the number of employees and your state requirements.

Note 5. These figures include the estimated cost of interior alterations and improvements to a location in vanilla shell condition. This cost depends on the extent of the renovations needed to convert space into separate areas, costs of labor and materials in the area, local building and other code requirements, landlord construction criteria, any allowance you negotiate with the lessor for construction, and other factors. We recommend that you find a location that needs minimal leasehold improvements or fixtures. For new locations, the range is typically \$10,000 to \$110,200. For the purchase of an existing Center, leasehold improvements are considerably less and may not be required if the Center is in good condition and meets our then-current Standards.

Note 6. Includes the cost of paint, wall paneling, mirrors, lighting, and entry and bathroom tile. These estimates do not include the cost of purchasing real property, as we do not expect that you will buy real property. These figures do not incorporate any landlord concessions, such as free rent or landlord build out of your space.

Note 7. We recommend, but do not require, that you soundproof your Center, according to our specifications. The figures included reflect these costs.

Note 8. If you acquire franchise rights for a new Center, you must spend a minimum of \$25,000, as determined by us, for local grand opening marketing, which will commence approximately twelve (12) weeks before the opening of your Center and approximately eight (8) weeks after the opening of your Center. You may spend more than the minimum amount. You will pay \$17,500 directly to us within one (1) week after you sign the lease for the Center for your print materials and event starter kit, both of which contain various promotional materials, for digital marketing advertising, and for a minimum of five (5) months of the digital marketing management fees. If you acquire the franchise rights to an existing Center, you must spend a minimum of \$10,000, as determined by us, for local new ownership marketing commencing when you launch the new ownership marketing campaign on a date agreed to by us (such date will be after you have acquired ownership of the Center) and lasting for approximately twelve (12) weeks thereafter. You may spend more than the minimum amount. You will pay \$8,000 directly to us, due at the time of signing the Franchise Agreement, for your print materials, which contains various promotional materials, for digital marketing advertising, and for a minimum of three (3) months of digital marketing management fees. The remaining amount will be paid to approved vendors for their respective products or services. At the conclusion of local grand opening marketing or local new ownership marketing, any remaining funds of the Grand Opening Marketing Fee that were paid to us will be used for the digital

## **ITEM 10 FINANCING**

As of the date of this disclosure document we do not offer direct or indirect financing and we do not guarantee your note, lease or obligation.

We may periodically arrange with third party finance companies or banks to make financing programs available to franchisees. These arrangements ordinarily involve no more than arranging to put franchisees in contact with sources of financing available to individual franchisees. There is no assurance that financing will be offered in any particular instance. If financing is offered, the financial institution independently establishes the amount, terms, interest rate and duration. If an individual franchisee, who does not have an active relationship with Guidant, is referred to Guidant Financial of 2404 Bank Drive, Boise ID, and the individual franchisee elects a Rollover as Business Start-Up (ROBS) loan with a fee of \$4,995, Guidant will pay us a referral fee of \$1,000. Other than the foregoing, neither we nor any of our affiliates receive any payments in exchange for such referrals or the placement of any financing. It is solely your responsibility to locate and obtain, on whatever terms you can arrange, any required financing for the establishment of your Center.

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**ITEM 13  
TRADEMARKS**

We own the following Marks, which are registered on, or applied for registration on, the Principal Register of the U.S. Patent and Trademark Office. All required affidavits have been filed. We maintain our registrations and those Marks noted with an asterisk (\*) have been subject to the relevant Declarations of Use and Incontestability under Sections 8 and 15 of the Lanham Act.

<b>Trademark</b>	<b>Register</b>	<b>Registration / Filing Date</b>	<b>Registration / Application Number</b>
	Principal	February 7, 2022	7022628
I LOVE KICKBOXING <sup>2</sup>	Principal	June 10, 2024 <sup>1</sup>	98593337
		June 10, 2024 <sup>1</sup>	98593316
		June 10, 2024 <sup>1</sup>	98593350
		June 10, 2024 <sup>1</sup>	98593368
		June 10, 2024 <sup>1</sup>	98593306
ILOVEKICKBOXING	Principal	February 7, 2022	7004643
ILKB <sup>2</sup>	Principal	June 10, 2024 <sup>1</sup>	98593192
		June 10, 2024 <sup>1</sup>	98593205
		June 10, 2024 <sup>1</sup>	98593278
		June 10, 2024 <sup>1</sup>	98593155
		June 10, 2024 <sup>1</sup>	98593252
	Principal	March 31, 2017	6228278
	Principal	March 29, 2017	5446133
ILOVEKICKBOXING.COM	Principal	March 27, 2017	6248253
ILOVEKICKBOXING.COM	Principal	January 13, 2011	4009496
	Principal	November 14, 2012	4324564
ILOVEKICKBOXING KIDS	Principal	March 29, 2017	6309169

### **FOR THE STATE OF MARYLAND**

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.

Item 17 of the disclosure document is supplemented by the following:

- (a) Any release or waiver provision contained in the Franchise Agreement or any release required as a condition of the sale, renewal, and/or assignment/transfer of the franchise shall not apply to any liability incurred under the Maryland Franchise Registration and Disclosure Law (the “Maryland Franchise Law”).
- (b) Any claims arising under the Maryland Franchise Law must be brought within three years after the grant of the franchise;
- (c) Any provision in the Franchise Agreement requiring litigation in a forum outside the State of Maryland will not limit any rights you may have under the Maryland Franchise Law to bring suit in the State of Maryland.

### **FOR THE STATE OF MINNESOTA**

The Special Risks to Consider About *This* Franchisee page of the disclosure document is supplemented by the following:

**Turnover Rate.** During the last 3 years, a high percentage of franchised outlets (more than 57%) were terminated. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate.

Item 13 of the disclosure document is supplemented by the following:

The franchisor will protect the franchisee’s rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols (“Marks”) or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), we will reimburse you for any costs incurred that you incur in the defense of your right to use the Marks, so long as you were using the Marks in the manner that we authorized, and so long as we are timely notified of the claim and given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

Item 17 of the disclosure document is supplemented by the following:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that (1) a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of the Agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

To the extent that any condition, stipulation, or provision contained in the Franchise Agreement (including any choice of law provision) purports to require any person who, at the time of acquiring a franchise is a resident of Minnesota, or, in the case of a partnership or corporation, organized or incorporated under the laws of Minnesota, or purporting to bind a person acquiring any franchise to be operated in Minnesota, to waive compliance with the Minnesota Franchises Law, such

condition, stipulation, or provision may be void and unenforceable under the non-waiver provision of the Minnesota Franchises Law.

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.

***FOR THE STATE OF 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 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 THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

2. The following is added to the end of Item 3:

Except as provided above, with regard to the 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 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 or 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 currently effective injunctive or restrictive order relating to any

**ADDENDUM TO THE I LOVE KICKBOXING FRANCHISE AGREEMENT  
FOR THE STATE OF MINNESOTA**

This Addendum pertains to franchises sold in the State of Minnesota and is for the purpose of complying with Minnesota statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows:

1. We will undertake the defense of any claim of infringement by third parties involving any I LOVE KICKBOXING mark, and you will cooperate with the defense in any reasonable manner required by us with any direct cost of such cooperation to be borne by us. With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subdivision. 3-5, which require (except in certain specified cases) (1) 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 (2) that consent to the transfer of the franchise will not be unreasonably withheld.
2. Minnesota Statutes, Section 80C.21 and Minnesota Rules 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. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
3. Section 13.E (Liquidated Damages), Section 15.J (Jury Waiver), and Section 15.K (Waiver of Punitive Damages) of the Franchise Agreement is deleted.
4. Section 14.C (Claims) is amended to provide that any claims arising under the Minnesota Franchise Act must be brought within three (3) years after the date the cause of action accrues.
5. No Section providing for a general release as a condition of renewal or transfer will act as a release or waiver of any liability incurred under the Minnesota Franchise Act; provided, that this part shall not bar the voluntary settlement of disputes.
6. Each provision of this Addendum is effective only to the extent, with respect to such provision, that the jurisdictional requirements of Minnesota Statutes Sections 80C.01 to 80C.22 are met independently without reference to this addendum.
7. The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.
8. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J.
9. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subdivision. 1(g).
10. The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.
11. 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.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

**FRANCHISEE: (For an entity)**

Name of Entity: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FRANCHISEE: (For an individual)**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**FRANCHISOR:**

9ROUND HOLDING COMPANY, LLC d/b/a

I LOVE KICKBOXING

Signature: \_\_\_\_\_

Printed 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 Franchise Disclosure Document is registered, on file, or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

State	Effective Date
California	Pending
Hawaii	October 15, 2024
Illinois	October 9, 2024
Indiana	August 1, 2024
Maryland	Pending
Michigan	August 6, 2024
Minnesota	Pending
New York	October 10, 2024
North Dakota	October 3, 2024
Rhode Island	August 6, 2024
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	July 31, 2024

In all other states, the effective date of this Franchise Disclosure Document is the issuance date of July 31, 2024.