

## FRANCHISE DISCLOSURE DOCUMENT



### **i9 SPORTS, LLC**

a Delaware limited liability company  
9410 Camden Field Parkway  
Riverview, Florida 33578  
Telephone: (813) 324-2000  
Fax: (813) 630-5810  
www.i9sports.com

The franchise offered is for the operation of an i9 Sports® Franchise, which utilizes our System, the Copyrights and Marks (as such terms are defined in Item 1) to operate, market, sell and provide amateur sports leagues, camps, tournaments, clinics, training, development, social activities, special events, products and related services that we designate or approve.

The total investment necessary to begin operation of an i9 Sports® Franchise as an area developer ranges from \$59,900 to \$69,900 for a 10-year term ~~in which the full franchise fee is paid up front~~. This includes \$39,900 that must be paid to the franchisor or its affiliates prior to opening.

The total investment necessary to begin operation of an i9 Sports® Franchise as an area developer ranges from \$36,500 to \$46,500 for a 5-year term ~~in which the franchise fee is paid in monthly installments~~. This includes \$16,500 that must be paid to the franchisor or its affiliates prior to opening.

This disclosure document summarizes certain provisions of your Area Developer Agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive the 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 or grant. **Note, however, that no government 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 Matt Kurowski at 9410 Camden Field Parkway, Riverview, Florida 33578 and (813) 324-2000.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at [www.ftc.gov](http://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: March 29, 2024**

**ITEM 6**  
**OTHER FEES**

Name of Fee <sup>1</sup>	Amount	Due Date	Remarks
Royalty Fee	<p><u>New Franchisees and Existing Franchisees with a Territory of fewer than 80,000 children (ages 14 and under): 7.5% of Network Revenues<sup>3</sup> or a minimum of \$425 per month, whichever is greater.</u></p> <p><u>New Franchisees and Existing Franchisees with a Territory of equal to or more than 80,000 children (ages 14 and under): 7.5% of Network Revenues<sup>3</sup> or a minimum of \$450 per month, whichever is greater.</u></p> <p><u>Transfers from Existing Franchisees with a Territory containing more than 80,000 children (ages 14 and under): the Royalty Fee, including the minimum, as set forth in such prior Area Developer Agreement.</u></p>	<p>Minimum does not take effect until 60 days from the Business Launch Date.</p> <p>Currently, deducted daily via an EFT, but we can change the payment interval and/or manner of payment as we designate.<sup>4</sup></p>	<p>We require you to collect all of your Network Revenues directly via our Billing System or other manner we designate, and then report them to us along with the Royalty Fee payment to us via EFT. The minimum amount will be applied at the end of each month if the minimum is not exceeded for that month.<sup>4</sup></p>
Customer Service Center Fee	<p>Our then-current Customer Service Center Fee, which is currently the greater of \$0.92 per minute or a minimum of \$322 per month.</p> <p>In addition to the fees listed above, you will pay a telecommunication platform fee which is currently \$15 or \$30 per month.</p>	<p>Minimum does not take effect until 60 days from the Business Launch Date.</p> <p>Currently, deducted daily via an EFT, but we can change the payment interval and/or manner of payment as we designate.<sup>4</sup></p>	<p>We require you to utilize the Customer Service Center for all registration and customer support purposes, <u>including the provision of a customer support telephone number</u>.</p> <p>We reserve the right to modify the amount and/or the manner of payment of the Customer Service Center fee and telecommunications platform fee upon 60 days' written notice to you. We also reserve the right to discontinue the Customer Service Center at any time, and you would then no longer pay this fee.</p>

Name of Fee <sup>1</sup>	Amount	Due Date	Remarks
National Brand Fund Contribution	Currently, 1% of Network Revenues or a minimum of \$275 per month, whichever is greater. We may increase the contribution, in our sole discretion.	Minimum does not take effect until 60 days from the Business Launch Date.  Currently, deducted daily via an EFT, but we can change the payment interval and/or manner of payment as we designate. <sup>4</sup>	Used by the National Brand Fund. Paid by you to us in the same manner as the Royalty Fee.
Local Advertising	A minimum of 3% of Network Revenues.	Monthly, in your Network Area.	Payable to your local advertising suppliers. See Item 11.
Franchise Fee for 5-Year Agreement	\$500 per month.	Monthly.	You will pay the monthly Franchise Fee if you sign a 5-Year Agreement. The monthly Franchise Fee does not apply if you sign a 10-Year Agreement.
Technology Fee	Our then-current technology fee, which is currently a \$3 processing fee charged directly to each customer with each paid registration.	As incurred	The Technology Fee may be a fixed fee, a Customer processing or registration fee, a usage fee, or a percentage of Network Revenues. We may collect the Technology Fee directly from you or indirectly from your Customers through an additional fee on their invoice. We may modify the Technology Fee, method of payment, and payment frequency from time to time. See Note 5.
Email Fee	Our then-current fee for each email address, which is currently \$14.72 per address	Same date that Royalty Fee is collected.	You must pay this fee for each email address that we provide to you (i.e., john.smith@i9sports.com). Currently, your first two email addresses are included in the Technology Fee, and this fee is charged for your third or subsequent email addresses. We may change the email fee (as well as whether any email addresses will be included in the Technology Fee) upon our written notice to you.
<del>Merchant Account Services</del>	<del>Will vary under circumstances.</del>	<del>As incurred.</del>	<del>You must use a merchant account services provider and gateway provider whom we designate or approve. Currently, you must use Titanium Payments, Inc. as the gateway/merchant account provider. You will pay continuing fees directly to the provider.</del>

Name of Fee <sup>1</sup>	Amount	Due Date	Remarks
<del>Telephone Line and Listing</del>	<del>Cost of Telephone Line.</del>	<del>As required by provider.</del>	<del>You must pay for and maintain, at your expense, a telephone number for general business purposes, as well as: (i) a secondary separate, customer telephone line which will be provided to you by the third party Customer Service Center; and (ii) a third separate telephone line to be specifically dedicated as your Weather Hotline.</del>
Training Program Fee	<del>A reasonable training fee.</del> Currently, \$395 for our Phase I Training and \$250 for Phase II Training.	If incurred.	You will pay us a training fee if we provide our Training Program (as defined in Item 11) to anyone other than your two initial trainees who attend the same initial sessions.
Additional Training or On-Site Assistance	Currently \$750 per trainee per day, plus expenses for additional on-site assistance and training. We may charge a <del>reasonable</del> training fee for other Additional Training programs, which will vary by program.	If incurred.	If we provide or require Additional Training (as defined in Item 11) or on-site assistance, you are responsible for any additional travel and living expenses that your trainees or our trainers incur.
Annual Conference Registration	Our then-current fee, which is currently \$600 per attendee.	90 days prior to conference.	Your Operating Principal (and, if you, your owners, or your affiliates own multiple i9 Sports Franchises, your Key Manager) is required to attend our annual conference. You must pay the fee for your Operating Principal (and any required Key Manager) even if they do not attend the annual conference. The fee is paid via EFT and is subject to change. You are responsible for all travel, food, and lodging expenses that your representatives incur in attending. We may change the fee and attendance requirements.
Financial Benchmarking Fee	Currently, not collected.	Monthly.	We reserve the right to charge you a fee for Financial Benchmarking (as defined in Item 8) services that we may provide to you. We reserve the right to modify the amount and/or manner of payment for such fees. We also reserve the right to modify or terminate the Financial Benchmarking services at any time upon 60 days' written notice to you.
Supplier Approval/Testing Costs	Our cost of approval.	When incurred.	If you request us to test an unapproved product, service or supplier, you must pay any out-of-pocket costs we incur in researching and approving the proposed product, service, or supplier, regardless of whether we subsequently approve the product or supplier. See Item 8 for more information.

Name of Fee <sup>1</sup>	Amount	Due Date	Remarks
Transfer Fee (if you transfer your franchise)	For a 10-Year Agreement: The greater of 50% of our then-current Franchise Fee, or \$12,450.  For a 5-Year Agreement: \$12,450.	Due prior to closing in connection with the assignment/transfer of the franchise at issue.	The Transfer Fee includes transferee's tuition for Phase I Training. You or the Transferee pay all travel and living expenses incurred by transferees. We will not charge a transfer fee if you transfer your i9 Sports® Franchise to an existing co-owner, spouse, or direct descendant. <u>The Transfer Fee is subject to state law.</u>
Renewal Fee	\$5,000, plus expenses we incur in conjunction with the grant of a renewal.	Upon signing a successor Area Developer Agreement.	You have the right to renew the Area Developer Agreement for 1 additional 10-year term, subject to meeting certain criteria.
Audit	Cost of inspection or audit plus travel.	10 days after billing.	Payable only if you fail to furnish reports, supporting records or other required information, or if the audit reveals an understatement. You must also pay any understated amount plus interest.
Interest	Lesser of 18% per year or highest contract rate of interest allowed by law, whichever is less.	15 days after billing.	Payable on all overdue amounts. Interest accrues from the original due date until paid in full.
Late Payment Penalties	5% of the late amount.	Due on payment of late amount.	Payable on all late payments including interest.
Insufficient Fund Fee	\$25.	As incurred.	This fee applies to check/EFT return for insufficient funds.
Costs and Attorneys' Fees	<del>Will vary under circumstances</del> <u>The actual attorneys' fees and costs we incur related to such dispute.</u>	As incurred.	Payable <del>upon your failure to comply with the Area Developer Agreement</del> <u>if a dispute arises between we and you, and we are the prevailing party in such dispute.</u>
Liquidated Damages	<del>Will vary under circumstances</del> <u>The average monthly Royalty Fees you paid to us during the 12 months of operation preceding the effective date of termination multiplied by (a) 24 (being the number of months in two full years), or (b) the number of months remaining in the Agreement had it not been terminated, whichever is less. In addition, if you sign a 5-Year Agreement which is subsequently terminated for cause, you must pay us liquidated damages equal to the number of months remaining in the Term,</u>	If incurred.	If your Area Developer Agreement is terminated early for any reason, you agree to pay us <del>within 15 days after the effective date of termination</del> <u>upon demand</u> liquidated damages <del>equal to the average monthly Royalty Fees you paid to us during the 12 months of operation preceding the effective date of termination multiplied by (a) 24 (being the number of months in two full years), or (b) the number of months remaining in the Agreement had it not been terminated, whichever is less. In addition to the liquidated damages above, if you sign a 5 Year Agreement which is subsequently terminated for cause, you also agree to pay us liquidated damages equal to the number of months remaining in the Term, multiplied by the monthly Franchise Fee payment of \$500.</del>

Name of Fee <sup>1</sup>	Amount	Due Date	Remarks
	<u>multiplied by the monthly Franchise Fee payment of \$500.</u>		
Mandatory Insurance Program Fee	Currently, \$3.01 per unique player per policy year.	As incurred.	You must participate in our mandatory insurance coverage program (the “ <b>Mandatory Insurance Program</b> ”), in which we have arranged for an insurance carrier that we designate (the “ <b>Designated Insurer</b> ”) to provide certain insurance coverage to franchisees. Currently, we collect this fee from your Network Revenues and submit it to the Designated Insurer on your behalf. We may change the amount, timing, and method of payment for the fee. See Note 6.
Procurement of Insurance	Our actual costs of procuring insurance on your behalf.	As incurred.	In addition to the insurance included in the Mandatory Insurance Program, you are required to obtain and maintain insurance as we designate in the Manual or otherwise in writing, which may change from time to time. See Item 8 for our current requirements. This fee is payable if you fail to maintain the required insurance and we procure it on your behalf.
Step-in Fee	\$500 per day, plus any direct out-of-pocket costs and expenses that we incur, including the wages, travel, and living expenses of our representatives.	As incurred.	Payable if we step-in and manage your i9 Sports® Franchise. See Note 7.
Reimbursement of Costs Related to Non-Compliance	Varies based on nature, severity, number, and frequency of defaults, but will not exceed \$1,000 per violation.	As incurred.	Payable if you fail to comply with System Standards or any provision of the Area Developer Agreement. See Note 8.
Reimbursement of Costs Related to Risk Management Investigations	Our actual costs of conducting and mitigating an investigation, including (i) the wages, travel, and living expenses of our representatives, (ii) the cost to hire investigators, public relation firms, and lawyers, and (iii) the expenses incurred by such third parties.	As incurred.	Payable if we become aware of any risk management incidents and investigate such incidents. You must reimburse us for the costs of our investigation and any costs we incur to mitigate the results of such investigation.
Indemnification	<del>Will vary under circumstances</del> <u>The actual costs, expenses, and damages we incur as a result of an indemnified claim.</u>	As incurred.	You have to reimburse us if we are held liable for claims arising from your i9 Sports® Business operations.

**ITEM 7**  
**ESTIMATED INITIAL INVESTMENT**

**YOUR ESTIMATED INITIAL INVESTMENT**

**A. Lump Sum Franchise Fee for a 10-Year Agreement**

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is Made
	Low	High			
Franchise Fee (1)	\$24,900	\$24,900	Lump Sum	Upon signing the 10-Year Agreement	Us
Territory Fee (2)	\$15,000	\$15,000	Lump Sum	Upon Signing Area Developer Agreement	Us
Grand Opening Advertising (3)	\$6,000	\$8,000	As Incurred	As Incurred	Suppliers and Third Parties
Insurance (4)	\$1,000	\$1,500	As Agreed	As Incurred	Suppliers and Third Parties
Legal & Accounting Services (5)	\$800	\$1,500	As Agreed	As Incurred	Third Parties
Furniture, Equipment, Inventory, and Supplies (6)	\$3,000	\$4,000	As Incurred	As Incurred	Suppliers and Third Parties
Training Expenses (7)	\$1,200	\$2,000	As Incurred	As Incurred	Third Parties
Additional Funds– 3 months (8)	\$8,000	\$13,000	As Incurred	As Incurred	Suppliers, Third Parties, and Us
<b>TOTAL ESTIMATED INITIAL INVESTMENT <del>(9)</del></b>	<b>\$59,900</b>	<b>\$69,900</b>			

**YOUR ESTIMATED INITIAL INVESTMENT**

**B. Monthly Franchise Fee for a 5-Year Agreement**

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is Made
	Low	High			
Franchise Fee (1)	\$1,500	\$1,500	Lump Sum	\$500 per month in connection with a 5-Year Agreement	Us
Territory Fee (2)	\$15,000	\$15,000	Lump Sum	Upon Signing Area Developer Agreement	Us
Grand Opening Advertising (3)	\$6,000	\$8,000	As Incurred	As Incurred	Suppliers and Third Parties
Insurance (4)	\$1,000	\$1,500	As Agreed	As Incurred	Suppliers and Third Parties



Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is Made
	Low	High			
Legal & Accounting Services (5)	\$800	\$1,500	As Agreed	As Incurred	Third Parties
Furniture, Equipment, Inventory, and Supplies (6)	\$3,000	\$4,000	As Incurred	As Incurred	Suppliers and Third Parties
Training Expenses (7)	\$1,200	\$2,000	As Incurred	As Incurred	Third Parties
Additional Funds—3 months (8)	\$8,000	\$13,000	As Incurred	As Incurred	Suppliers, Third Parties, and Us
<b>TOTAL ESTIMATED INITIAL INVESTMENT <del>(9)</del></b>	<b>\$36,500</b>	<b>\$46,500</b>			

In general, none of the expenses listed in the above Charts A and B are refundable, except any security deposits you must make may be refundable.

### Explanatory Notes

1. In the 5-Year Agreement, the Franchise Fee is not paid as an initial fee upon signing but is paid as an ongoing monthly fee over the term of the agreement. The low amount is 3 months' worth of the \$500/month Franchise Fee payable during the initial 3 months after signing the 5-Year Agreement prior to the Business Launch Date. If you do not successfully complete our Phase I Training within 3 months of signing the Area Developer Agreement, you will incur additional monthly franchise fees prior to the Business Launch Date. In the 10-Year Agreement, the Franchise Fee of \$24,900 is paid and deemed fully earned upon signing the 10-Year Agreement. We offer a VetFran discount of 10% (\$2,490) off the Franchise Fee for a 10-Year Agreement. This discount is not included in the above Chart B. See Item 5 for more details. If you are an existing i9 Sports franchisee and wish to purchase an additional i9 Sports Franchise, you will be entitled to receive a discounted Franchise Fee (10% of our then-current Franchise Fee) in connection with this additional i9 Sports Franchise, provided: (i) you meet our then-current criteria to own and operate an additional i9 Sports franchise; (ii) enter into our then-current form of 10-Year Agreement; and (iii) also pay us the appropriate Territory Fee upon execution. Please be advised that entering into an Area Developer Agreement does not grant you any automatic right or option to own or operate any additional i9 Sports franchises.
2. The Territory Fee is \$15,000 for up to 79,999 children in your Network Area. See Item 5 for more details.
3. The low amount of \$6,000 is the minimum required amount you need to spend on your grand opening advertising to promote your initial sports programs (this is a total amount which will be budgeted over a period 90 days before your Service Start Date) as per our marketing plan System Standards. The high amount of \$8,000 includes additional recommended marketing efforts.
4. Insurance must be obtained to meet the minimum requirements established by the System Standards. If you fail to obtain the required insurance, our System Standards provide that we may purchase insurance on your behalf and charge you for doing so. See Item 8 for more details.
5. You should consult with an attorney, accountant and/or other business advisors regarding the operation of your i9 Sports® Franchise. This item includes an estimate of the cost to incorporate as an entity and an initial consultation with an accountant.



6. This item includes a laptop computer, a mobile smartphone (with contracted service), printer, desk, chair, phone/fax, filing cabinets and office supplies. The low end of the range assumes that you use an existing home office space with some of these items already in place or due to purchase of used equipment. The high end of the range assumes that all new equipment is purchased. See Item 11, Computer System/Mobile Smart Phone for the hardware and software requirements. We require you to sign our then current form of Conditional Assignment of Telephone Numbers and Listings in the form attached as Exhibit “D” in the Area Developer Agreement.
7. You must pay for all travel, living expenses and compensation for all persons attending the Phase I Training (as defined in Item 11), Phase II Training (as defined in Item 11), or additional training at our headquarters or designated facility. The cost can vary dramatically due to airfare (including the distance you must travel), lodging (the type of accommodations you choose), and meal costs.
8. The range in the chart reflects the amount of additional working capital you will need during the first three months after your Business Launch Date, including a wide variety of miscellaneous expenses, such as second season marketing, additional payroll costs, costs of maintaining and using your automobile in connection with your business activities, and the cost of purchasing from us additional branded goods that you will use in conducting events, such as uniforms, game-day apparel, field signage, and equipment. We anticipate that you and your personnel will use your personal automobiles to visit customers, events and to provide certain Products or Services. We have not estimated the cost to purchase or lease vehicles since we assume that personal vehicles will be used. Since we expect most i9 Sports® Franchises to be operated out of existing homes, our estimate does not include leasehold improvements or rent.

We have estimated the Additional Funds that you will need based on our affiliates’ experience operating i9 Sports® businesses and ~~9. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the business. These are only estimates and your costs may vary based on actual prices in your area, and other site-specific requirements or regulations.~~

~~We relied on~~ the experience of our franchisees.

~~affiliates~~We and our ~~owners to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. You may be able to obtain financing for some or all of the costs described above from a third party, but we~~affiliates do not offer financing in connection with your i9 Sports® Franchise. ~~The availability and terms of financing will depend on factors such as the availability of financing generally, your creditworthiness, collateral you may have and lending policies of financial institutions from which you may request a loan. See Item 10 for more info on financing.~~

## **ITEM 8**

### **RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

You must operate and develop your i9 Sports® Franchise in strict conformance with our System Standards. Our System Standards are prescribed in in our Manual. We may periodically change our standards and specifications at our sole discretion.

#### **Approved Products, Services, and Suppliers**

In order to maintain the quality of the goods and services provided by i9 Sports® Franchises and the reputation of our System, we require you to develop and operate Events and to offer and sell Products and Services in accordance with our specifications. Under the Area Developer Agreement, you must purchase or lease and use only the services, equipment and supplies that we may specify or approve. We provide you with advice and assistance in connection with most aspects of establishing your i9 Sports® Franchise and the Events.

In addition, you must purchase certain products and services from suppliers approved by us (“**Approved Suppliers**”). We issue standards/criteria for these Approved Suppliers which are available to you in the Manual.

Obligation	Section in Area Developer Agreement	Item in Disclosure Document
(r) Records and reports	Sections 4.11, 11.3, 11.4, and 16	Item 11
(s) Inspections and audits	Section 16	Items 6 and 11
(t) Transfer	Section 17, and 5-Year Addendum	Items 6 and 17
(u) Renewal	Section 2.4	Items 6 and 17
(v) Post-termination obligations	Sections 18 and 19.5	Item 17
(w) Non-competition covenants	Sections 18 and 19.5	Item 17
(x) Dispute resolution	Sections 10.4 and 24	Item 17
(y) Liquidated damages	Section 19.6, and 5-Year Addendum	Item 6

## **ITEM 10** **FINANCING**

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

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

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

### **A. Pre-Opening Obligations**

**Before you open your i9 Sports® Franchise (prior to the Business Launch Date), we will:**

1. Assist you with connecting to the Billing System. (Area Developer Agreement – Section 4.16)
2. Provide you with Phase I Training, as well as other pre-opening instruction/training, to you and one other person. This Phase I Training will include marketing, sales, financial, technology, operations and program launch training. Please see Subsection C of this Item for additional information. (Area Developer Agreement – Sections 5.1 and 5.2)
3. Grant you access to our Manual or other publications via our intranet portal or other digital format in which we designate our System Standards. (Area Developer Agreement – Section 8.1). The table of contents of our Manual is specified in Exhibit “C.” Our Manual includes approximately 330 pages.
4. Sublicense to you certain software we designate, including our Franchise Manager Software, and provide certain hosting services as we may designate. (Area Developer Agreement – Section 9.2)
5. [Provide you with guidance related to the models, formats, providers, performers or suppliers of any Products or Services, and any of the equipment, uniforms, jerseys, t-shirts, awards, trophies, insurance carriers, background check services, supplies, bookkeeping, financial benchmarking, and other financial services, employee benefit plans, merchant accounts and gateway services, and other services, assets, products, or](#)

materials utilized by you to operate your i9 Sports® Franchise (“Business Materials or Services”). (Area Developer Agreement – Section 8.3)

6. Provide you with access to an online ordering system from which you can order uniforms and game-day apparel and equipment from an approved supplier. The approved supplier will drop ship any orders directly to you. (Area Developer Agreement – Section 8.3)

## **B. Site Selection and Time to Open**

We expect that you will operate your franchise from your home. However, in the event you choose to operate your i9 Sports® Franchise from a separate office location, the site must be located within your Network Area. We do not provide site selection assistance. (Area Developer Agreement – Section 2.2)

We estimate that it will be approximately 4 to 12 weeks from signing the Area Developer Agreement to the Business Launch Date (the date that you begin operating your i9 Sports® Franchise by marketing, offering, and selling the Products and the Services) and approximately 14 to 30 weeks from the Business Launch Date to the Service Start Date (the date you will begin conducting Events and providing the Services to Customers). The actual length of these periods will depend upon factors including the timing of marketing sports programs, venue procurement, your purchase of the Computer System, obtaining phone service, insurance, merchant account services, and background check services, the delivery schedule for equipment and supplies, hiring of staff, delays in securing financing arrangements and completing training, and your compliance with local laws and regulations.

After the Business Launch Date, you must designate your intended Service Start Date and must begin actively soliciting and selling registrations for Events. You must achieve a minimum of 100 registrations at least four weeks prior to your Service Start Date, and your Required Trainees must successfully complete the Post-Phase I Online Training and Phase II Training (as each are defined in Section C) prior to the Service Start Date. If you fail to obtain the required registrations or complete the required training, in order to ensure a quality customer experience, we may require you to delay the Service Start Date and may restrict you from beginning to conduct the Events and providing the Services. The actual Service Start Date must take place within six months from the Business Launch Date or we will have the right, in our sole discretion, to terminate this Agreement. (Area Developer Agreement – Sections 2.6 and 19.2)

## **C. Training**

All owners directly or indirectly holding 25% or more of the ownership interests in your i9 Sports® Franchise or your entity (if you are an entity), your Operating Principal, and your Key Manager (the “**Required Trainees**”) must attend, and complete to our satisfaction, our initial training program (the “**Training Program**”). The training program takes you on a learning journey using a combination of in-classroom trainings, virtual training, webinars, and online courses via our learning management system. Our entire Training Program is conducted in six components, including: (i) pre-training tasks (“**Pre-Training Tasks**”); (ii) up to 4 consecutive days of classroom training furnished at our headquarters in Riverview, Florida, a designated training facility, or via virtual format at our discretion (“**Phase I Training**”); (iii) post-phase I webinars and/or online learning modules (“**Post-Phase I Online Training**”); (iv) grand opening day training (“**Phase II Training**”); (v) post first season supplemental training (“**Phase III Training**”); and (vi) annual strategic planning (“**Phase IV Training**”). The Pre-Training Tasks and Phase I Training must be successfully completed by your Required Trainees before you may begin marketing, offering, and selling the Products and the Services. The Post-Phase I Online Training and Phase II Training must be successfully completed by your Required Trainees prior to the Service Start Date. Phase I and Phase II Training may be conducted at the i9 Sports® Training Facility in Riverview, Florida, at an i9 Sports® operating location, or virtually, as determined by us at our sole discretion. (Area Developer Agreement — Sections 5.1 and 5.2)

We do not charge a fee for your first two trainees to attend the Training Program, provided both individuals attend the Training Program prior to the Service Start Date. We reserve the right to charge you a ~~reasonable~~ training fee if

2. Provide additional periodic or refresher training and assistance as we deem necessary. (Area Developer Agreement – Section 5.3 and 5.4)
3. Continue to provide you with access to our Manual (which may include audio, video, computer software and written materials) that we generally furnish to Area Developers for use in operating i9 Sports® Franchises, including any updates or modifications to our Manual. (Area Developer Agreement – Section 8.1)
4. Issue, modify and supplement System Standards for i9 Sports® Franchises, as we deem appropriate in our discretion. (Area Developer Agreement – Section 8.1)
5. Provide you with guidance and assistance with respect to the System Standards and any required or recommended Business Materials or Services, as we deem appropriate. (Area Developer Agreement – ~~Section~~Sections 8.1~~and~~, 8.2, and 8.3)
6. Continue to provide you with access to an online ordering system from which you can order uniforms and game-day apparel and equipment from an approved supplier. The approved supplier will drop ship any orders directly to you. (Area Developer Agreement – Section 8.3)
- ~~67.~~ Provide you with assistance in establishing prices for the Products and Services offered through your i9 Sports® Franchise, as we deem appropriate in our discretion. (Area Developer Agreement – Section 8.5)
- ~~78.~~ Provide limited software support services as well as updates, patches, bug fixes, modifications, enhancements and new versions of any proprietary software that we license to you, which currently includes the Franchise Manager Software. (Area Developer Agreement - Section 9.7)
- ~~89.~~ Provide you with designated marketing materials as we deem appropriate. (Area Developer Agreement – Section 11.5)
- ~~910.~~ Maintain a National Brand Fund. (Area Developer Agreement – Section 12.4)

## **E. Advertising and Marketing**

### **National Brand Fund**

We have established a national advertising fund (“**National Brand Fund**”) for the common benefit of Area Developers. We currently require you to participate in and contribute a percentage of your Network Revenues (currently 1%), or a minimum of \$275 per month, whichever is greater, to the National Brand Fund in the manner we prescribe (Area Developer Agreement – Section 4.7). We may increase or decrease the contribution amount in the future, in our sole discretion. We will direct all programs financed by the National Brand Fund, and may determine the creative concepts, materials and endorsements used and the geographic, market and media placement and allocation of the programs. The National Brand Fund may be used to pay the costs of (i) developing, preparing and producing video, audio, printed and digital advertising materials; (ii) developing and servicing corporate accounts; (iii) evaluating new Event development, operation or marketing techniques, services or products; (iv) administering regional and multi-regional advertising programs, including, without limitation, purchasing e-commerce rights, services, and other media advertising and employing advertising, promotion and marketing agencies; (v) supporting public relations; (vi) conducting market research; (vii) establishing, developing, maintaining, servicing or hosting Websites or other e-commerce programs; and (viii) other advertising, promotion and marketing activities. The National Brand Fund will periodically furnish you with samples of advertising, marketing and promotional formats and materials at its cost. Multiple copies of these materials will be furnished to you at our direct cost of producing them, plus any related shipping, handling and storage charges. (Area Developer Agreement – Section 12.5)

infringement, cancellation or opposition proceedings or material litigation, involving the Marks. All required affidavits have been filed.

### **Use of the Marks**

~~You must follow our rules when you use the Marks. You may not use the Marks as part of your corporate or other legal name. We must approve your corporate name and all fictitious names under which you propose to do business in writing before use. You must use your corporate or limited liability company name either alone or followed by the initials "D/B/A" and the business name "i9 Sports®." You must promptly register at the office of the county in which your Franchised Business is located, or such other public office as provided for by the laws of the state in which your i9 Sports® Franchise is located, as doing business under such assumed business name.~~

~~You cannot use any Mark in connection with the performance or sale of any unauthorized services or products or in any other manner we have not expressly authorized in writing.~~

~~We are the lawful and sole owner of the domain names: www.i9sports.com. You cannot register any of the Marks now or in the future owned by us or any abbreviation, acronym or variation of the Marks, or any other name that could be deemed confusingly similar, as Internet domain names. We retain the sole right to advertise the system on the Internet and to create, operate, maintain and modify, or discontinue using of a website using the Marks. You may access our website. Except as we may authorize in writing in advance, however, you cannot: (i) link or frame our website; (ii) conduct any business or offer to sell or advertise any products or services on the worldwide web; and (iii) create or register any Internet domain name in connection with your franchise.~~

~~You may use only the Marks which we designate and may use them only in the manner we authorize and permit. Any goodwill associated with Marks, including any goodwill which might be deemed to have arisen through your activities, inures directly and exclusively to our benefit. You may use the Marks only for the operation of the i9 Sports® Franchise or in advertising for the i9 Sports Franchise. You must use all Marks without prefix or suffix and in conjunction with the symbols "SM," "@," "S" or "@," as applicable. You may not use the Marks in connection with the offer or sale of any services or products which we have not authorized for use in connection with the System.~~

### **Infringements**

You must notify us immediately of any apparent infringement or challenge to your use of any Mark, or of any claim by any person of any rights in any Mark, and you may not communicate with any person other than us, our attorneys and your attorneys in connection with any infringement, challenge or claim. We, in our sole judgment, may take any action that we deem appropriate, and we have the right to control exclusively any litigation, PTO proceeding or any other administrative proceeding arising from any infringement, challenge or claim or otherwise relating to any Mark. You must sign any instruments and documents, provide assistance and take any action that, in the opinion of our attorneys, may be necessary or advisable to protect and maintain our interests in any litigation or PTO or other proceeding or otherwise to protect and maintain our interests in the Marks. The Area Developer Agreement does not require us to participate in your defense and/or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a trademark licensed to you by us or if the proceeding is resolved unfavorably to you.

We are not aware of any superior prior rights or infringing uses that could materially affect your use of our principal trademarks in any state; however, a federal trademark registration does not necessarily protect the use of the concerned mark against a prior user in a given relevant market area. Therefore, before entering into the Area Developer Agreement, you should make every effort to ascertain that there are no existing uses of the Marks or confusingly similar marks being used in the market area where you wish to do business. You should immediately notify us of any confusingly similar marks you discover.

### **Changes to the Mark**

If we determine that it becomes advisable for us and/or you to modify or discontinue the use of any Mark and/or use one or more additional or substitute trade or service marks, you must comply with our directions within a

Provision	Section in Area Developer Agreement	Summary
(t) Integration/merger clause	Sections 25.4	Only the terms of your Area Developer Agreement are binding (subject to state law). Any representations or promises made outside this disclosure document and the Area Developer Agreement may not be enforceable. <del>Nothing herein</del> <u>Notwithstanding the foregoing, nothing in Area Developer Agreement or any related agreement</u> is intended to disclaim <del>any of</del> the representations <del>set forth in this</del> <u>made in the</u> Disclosure Document.
(u) Dispute resolution by mediation	Sections 24.2 and 24.3	You must bring all disputes before our President prior to bringing a claim before a third party. At our option, all claims or disputes between you and us must be submitted first to mediation in Hillsborough County, Florida in accordance with the American Arbitration Association's Commercial Mediation Rules then in effect. (subject to state law)
(v) Choice of forum	Section 24.4	All claims not subject to mediation must be brought before a court of general jurisdiction in Hillsborough County, Florida or the United States District Court for the Middle District of Florida. You consent to the personal jurisdiction and venue of any court of general jurisdiction in Hillsborough County, Florida and the United States District Court for the Middle District of Florida. (subject to state law)
(w) Choice of law	Section 24.1	The Area Developer Agreement is governed by the laws of the State of Florida. (subject to state law)

### **ITEM 18** **PUBLIC FIGURES**

We do not currently use any public figure to promote our franchise.

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## **ITEM 19**

### **FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

#### **PART I: REGISTRATION REVENUE AND KEY PERFORMANCE INDICATORS**

Part I of this Financial Performance Representation reflects the historical average and median of the registration revenue and certain key performance indicators including the number of venues operated, the number of sports offered, and the market penetration rate of certain i9 Sports Franchises ("**Franchise Units**") for the period January 1, 2023 through December 31, 2023 (the "**Measurement Period**").

For the purposes of Charts 1 and 2 in this Part I, please note that: (i) the term "**Registration Revenue**" means all registration sales generated by a Franchise Unit during the Measurement Period and does not include other types of revenue earned by Franchise Units, such as sponsorships, commissions, merchandise sales, and concession sales; (ii) the term "**Venue**" is defined as the number of playing locations operated by a Franchise Unit with a unique address during the Measurement Period; (iii) the term "**Market Penetration Rate**" is defined as the total number of unique player registrations generated by a Franchise Unit during the Measurement Period divided by that Franchise Unit's territory population of kids ages 14 and under (as determined by using SiteSeer Technology's software); (iv) the term "**Average**" is calculated by taking the cumulative Registration Revenue of the Franchise Units in that particular subset divided by the number of Franchise Units in that subset; and (v) the term "**Median**" for a particular subset of the Franchise Units in these Charts is the middle value in the sorted list of all reported Registration Revenue results with half of the Reporting Unit results for each Chart being higher than the median and half being lower than the median.

As of December 31, 2023, there were 245 Franchise Units. ~~For purposes of creating~~ Charts 1 and 2 in this Part I, ~~we included~~ include the results of ~~121 full-time~~ 199 Franchise Units ~~which: (i), which are all of the Franchise Units that~~ were operated throughout the entire ~~Measurement Period; and (ii) averaged three or more Venues over four Seasons during the Measurement Period and offered four or more sports during the~~ Measurement Period (the "**Covered Units**"). We consider a Franchise Unit to have begun operating on its Business Launch Date. ~~A "Season" is defined as a distinct period of time during which one or more separate programs or leagues are operated.~~ The Covered Units do not include: ~~(i) 43~~ 46 Franchise Units that were not operating throughout the entire Measurement Period; ~~and (ii) 81 Franchise Units that failed to average three or more Venues over four Seasons and four or more sports during the Measurement Period.~~

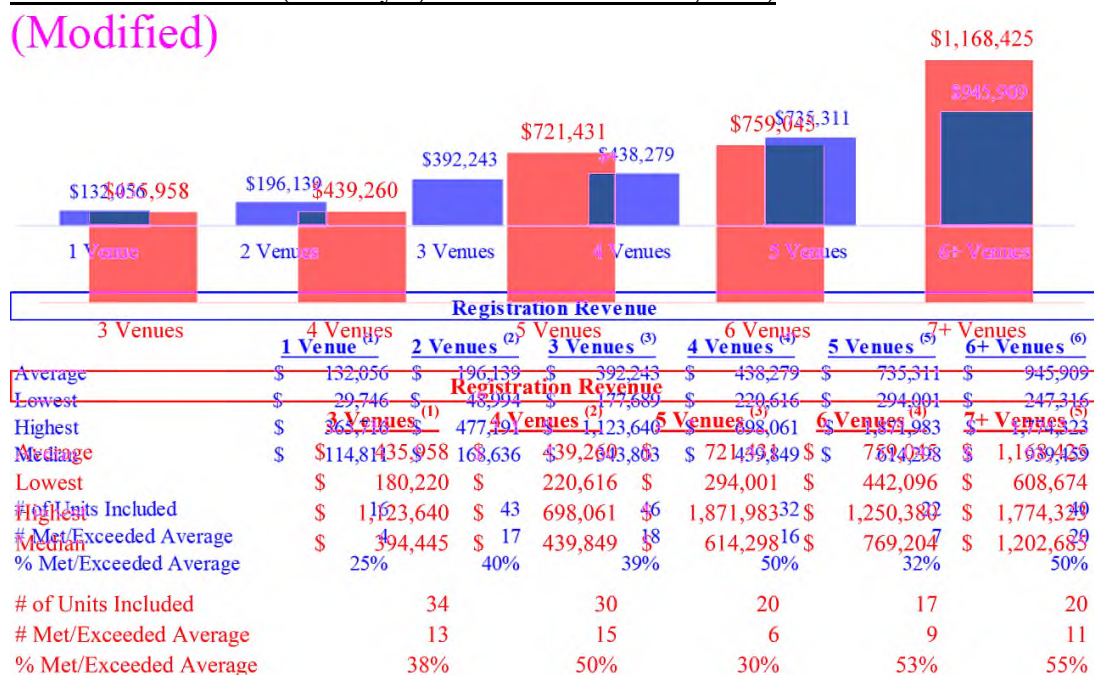
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**Chart 1: Registration Revenue and Key Performance Indicators for Covered Units during the Measurement Period (January 1, 2023 to December 31, 2023)**

(Modified)	Total	Bottom Half	Top Half
Registration Revenue	\$ \$ 1,879,983	\$ \$ 382,469	\$ \$ 1,879,983
Median Registration Revenue	\$ \$ 533,844	\$ \$ 242,128	\$ \$ 802,620
Minimum Registration Revenue	\$ \$ 180,220	\$ \$ 180,220	\$ \$ 399,384
Average Registration Revenue	\$ \$ 485,569	\$ \$ 215,250	\$ \$ 917,331
Total # of Units	121	99	100
Average # of Venues	4.0	2.5	5.6
Average # of Sports	5.2	3.9	6.4
Average # of Sports	4.1	3.5	4.7
Market Penetration Rate	2.5%	1.5%	3.5%
Market Penetration Rate	3.2%	2.4%	4.0%

**Chart 2: Average Registration Revenue by Number of Venues Operated for Covered Units during the Measurement Period (January 1, 2023 to December 31, 2023)**



**Explanatory Notes to Chart 2:**

- In 2023, there were 34 Franchise Units operating 3 Venues that generated a total average of \$435,958 in Registration Revenue.
- In 2023, there were 30 Franchise Units operating 4 Venues that generated a total average of \$439,260 in Registration Revenue.
- In 2023, there were 20 Franchise Units operating 5 Venues that generated a total average of \$721,431 in Registration Revenue.
- In 2023, there were 17 Franchise Units operating 6 Venues that generated a total average of \$759,045 in Registration Revenue.
- In 2023, there were 22 Franchise Units operating 7 Venues that generated a total average of \$945,909 in Registration Revenue.

6. ~~5.~~ In 2023, there were ~~2040~~ Franchise Units operating ~~76~~+ Venues that generated a total average of \$~~1,168,425~~945,909 in Registration Revenue. Of these ~~2040~~ Franchise Units, the lowest number of Venues operated by a Franchise Unit was ~~7~~6 Venues and the highest number of Venues was 21.

## **PART II: SALES TO COST ANALYSIS**

Part II of this Item reflects financial information that ~~was self-reported by~~ our franchisees were required to report to a third-party consultant that we engaged to provide financial benchmarking for the i9 Sports Network. As of September 30, 2023, there were 230 Franchise Units in operation. The Chart below includes financial performance data for the 12-month period beginning October 1, 2022 through September 30, 2023 (the “**Reporting Period**”) for ~~74~~113 Franchise Units, which are all of the Franchise Units that (i) were operated throughout the entire Reporting Period;— and (ii) ~~self-reported~~reported materially complete financial information to our consultant (“**Included Franchises**”). The data in Chart 1 below excludes: (i) ~~78 Franchise Units whose data was either materially incomplete and not useable or who failed to self-report; and (ii) 78~~28 Franchise Units that ~~were not operating~~opened at some point during the Reporting Period and, therefore, did not operate throughout the entire Reporting Period; (ii) 46 Franchise Units that did not report revenue and expense data for all 12 months of the Reporting Period; and (iii) 43 Franchise Units that reported data in a manner that was inconsistent with the categories that we have presented (either because data was not reported for each category or certain data was miscategorized in the incorrect category).

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**Chart 1: Franchisee Income Statement for Included Franchises during the Reporting Period (October 1, 2022 to September 30, 2023)**

(Modified graphics)	Total	Bottom Half	Top Half
	1134	567	567
Avg. # of Venues	4.0 <sup>9</sup>	2.3 <sup>5</sup>	5.7 <sup>7</sup>
Avg. # of Sports	4.2	3.7	4.6
Avg. # of Sports	4.1	3.5	4.6
Market Penetration Rate	2.6%	1.7%	3.5%
Market Penetration Rate	2.5%	1.5%	3.5%
Revenue <sup>(1)</sup>	\$ 490,592	\$ 248,305	\$ 732,879
Revenue <sup>(1)</sup>	486,637	212,989	755,483
Player Expense <sup>(2)</sup>	\$ 67,045	\$ 37,945	\$ 96,145
Player Expense <sup>(2)</sup>	\$ 64,154	\$ 30,474	\$ 97,243
Venue Expense <sup>(3)</sup>	\$ 50,680	\$ 26,303	\$ 75,057
Venue Expense <sup>(3)</sup>	\$ 49,335	\$ 18,920	\$ 79,216
Other Cost of Sales <sup>(4)</sup>	\$ 24,367	\$ 12,306	\$ 36,428
Other Cost of Sales <sup>(4)</sup>	\$ 23,372	\$ 10,922	\$ 35,603
COGS <sup>(5)</sup>	\$ 142,091	\$ 76,553	\$ 207,629
COGS <sup>(5)</sup>	\$ 136,860	\$ 60,316	\$ 212,062
Gross Profit <sup>(6)</sup>	\$ 348,501	\$ 171,752	\$ 525,250
Gross Profit <sup>(6)</sup>	\$ 349,776	\$ 152,674	\$ 543,424
% Revenue	72%	72%	72%
Personnel Expense <sup>(7)</sup>	\$ 126,457	\$ 58,655	\$ 194,260
Personnel Expense <sup>(8)</sup>	\$ 140,692	\$ 52,121	\$ 227,506
Marketing Expense <sup>(9)</sup>	\$ 14,618	\$ 10,007	\$ 19,148
Marketing Expense <sup>(9)</sup>	\$ 14,618	\$ 10,007	\$ 19,148
Total Operating Expense <sup>(10)</sup>	\$ 176,437	\$ 88,957	\$ 262,896
Total Operating Expense <sup>(10)</sup>	\$ 176,437	\$ 88,957	\$ 262,896
% Revenue	36%	36%	36%
Total Operating Expense <sup>(10)</sup>	\$ 187,796	\$ 82,016	\$ 291,721
% Revenue	39%	39%	39%
Royalty Fee <sup>(11)</sup>	\$ 36,794	\$ 18,623	\$ 54,966
Royalty Fee <sup>(11)</sup>	\$ 36,794	\$ 18,623	\$ 54,966
% Revenue	7.5%	7.5%	7.5%
Royalty Fee <sup>(11)</sup>	\$ 36,498	\$ 15,974	\$ 56,661
Royalty Fee <sup>(11)</sup>	\$ 36,498	\$ 15,974	\$ 56,661
% Revenue	7.5%	7.5%	7.5%
Operating Profit <sup>(12)</sup>	\$ 135,280	\$ 63,172	\$ 207,388
Operating Profit <sup>(12)</sup>	\$ 135,280	\$ 63,172	\$ 207,388
% Revenue	28%	25%	28%
Operating Profit <sup>(12)</sup>	\$ 125,483	\$ 54,684	\$ 195,039
Operating Profit <sup>(12)</sup>	\$ 125,483	\$ 54,684	\$ 195,039
Other Income/Non Operating	\$ 26,829	\$ 28,802	\$ 85,865
Other Income/Non Operating	\$ 26,829	\$ 28,802	\$ 85,865
% Revenue	5.5%	5.5%	5.5%
Net Income	\$ 77,951	\$ 34,369	\$ 121,533
Net Income	\$ 77,951	\$ 34,369	\$ 121,533
Revenue	Total	Bottom Half	Top Half
Revenue	Total	Bottom Half	Top Half
Highest	\$ 1,866,317	\$ 394,569	\$ 1,866,317
Highest	\$ 1,708,781	\$ 429,120	\$ 1,708,781
Median	\$ 407,746	\$ 206,014	\$ 627,867
Median	\$ 435,490	\$ 258,238	\$ 608,793
Lowest	\$ 30,739	\$ 30,739	\$ 407,746
Lowest	\$ 50,471	\$ 50,471	\$ 441,859
Operating Profit	Total	Bottom Half	Top Half
Operating Profit	Total	Bottom Half	Top Half
Highest	\$ 754,353	\$ 170,581	\$ 754,353
Highest	\$ 726,855	\$ 149,581	\$ 726,855
Median	\$ 108,656	\$ 48,506	\$ 168,010
Median	\$ 126,569	\$ 52,506	\$ 180,110
Lowest	\$ (47,775)	\$ (47,775)	\$ 16,598
Lowest	\$ (47,775)	\$ (47,775)	\$ 16,598



### **Explanatory Notes to Part II, Chart 1:**

1. "Revenue" is the average revenue generated from player registrations, sponsorships, commissions, merchandise sales, concession sales, and other revenue.
2. "Player Expense" is the average expenses related to purchasing jerseys, participant shirts, equipment bags, t-ball hats, flag belts, awards (trophies, stickers, medals), and name tag labels.
3. "Venue Expense" is the average fees spent on venues to operate sport programs as agreed upon in the venue contract.
4. "Other Cost of Sales" is the average expenses related to coaches, background checks, player liability insurance, credit card fees, and other registration-related costs.
5. "COGS" is equal to the sum of Player Expense, Venue Expense, and Other Cost of Sales.
6. "Gross Profit" is equal to Revenue minus COGS.
7. "Personnel Expense" is the average expenses related to staff wages, payroll taxes, worker's compensation, payroll company fees, training/continuing education, staff meetings, staff appreciation, recruiting fees, group insurance/benefits, and other employee expenses. This does not include any compensation paid to owners.
8. "Marketing Expense" is the average expenses related to in-person events, flyers/printed materials, road signs, digital marketing, sponsorships/partnerships, Brand Fund contributions, and other marketing fees.
9. "Other Expense" is the average expenses related to general and operating fees, office/storage, and insurance expenses.
10. "Total Operating Expense" is equal to the sum of Personnel Expense, Marketing Expense, and Other Expense.
11. "Royalty Fee" is the average aggregate royalty fee paid by Area Developers under the terms of the Area Developer Agreement, which is 7.5% of Revenues.
12. "Operating Profit" is equal to Revenue minus COGS minus Total Operating Expense minus Royalty Fee. Operating Profit does not include: (i) any compensation or benefits paid to owners, including owners' salary, bonus, commission, benefits, travel, vehicle expense, and other owner-related expenses; (ii) charitable contributions; (iii) meals and entertainment; (iv) the monthly Franchise Fee for franchisees choosing to make such payments over the term of a 5-Year Agreement; (v) interest, taxes, depreciation, and amortization; (vi) finance charges; and (vii) other miscellaneous non-operating expenses.

### **General Notes**

1. **Some Franchise Units have earned this amount. Your individual results may differ. There is no assurance that you'll earn as much.**
2. Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.
3. We encourage you to consult with your own accounting, business, and legal advisors to assist you to prepare your budgets and projections and to assess the likely or potential financial performance of your franchise. We also encourage you to contact existing franchisees to discuss their experiences with the system and their i9 Sports® Franchise.
4. We suggest strongly that you consult your financial advisor or personal accountant concerning federal, state, and local income taxes and any other applicable taxes that you may incur in operating an i9 Sports® Franchise.

Other than the preceding Financial Performance Representations presented above, we do not make any other financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Matt Kurowski at 9410

### 19.5 **Obligations Upon Termination**

Upon any expiration or termination of this Agreement for any reason, you must, at your cost and expense:

- (a) immediately cease to use any of the Confidential Information, the Copyrights and the Marks;
- (b) immediately return to us all of your copies of any materials containing any of the Confidential Information or any materials bearing the Copyrights or the Marks;
- (c) cooperate in assigning to us any and all vendor agreements or sales or service contracts for the Products or the Services with Customers of your Franchised Business, which will be automatic at our option as a result of the termination or expiration;
- (d) immediately cease all use of our Marks and Copyrights, including any of our marketing materials, brochures, and/or social media accounts, and stop holding yourself out to the public as associated with us in any way;
- (e) immediately terminate your access to the e-commerce activities we designate and assign to us all telephone numbers, e-name and directory listings associated in any way with the Franchised Business, our trade name, Marks or Copyrights, and/or any social media or social networking sites associated with your i9 Sports Franchise, and direct the appropriate service provider to transfer all such numbers and listings to us or our designee pursuant to the Assignment of Telephone Numbers and Listings attached hereto as Exhibit “D” or, if we direct, to disconnect the numbers;
- (f) immediately pay us all unpaid fees and pay us, our affiliates, and our approved and designated suppliers and vendors, all other monies owed, including, but not limited to, all applicable Customer refunds (including refunds of unused Customer credits) and issued Customer credits;
- (g) comply with the post-termination covenants set forth in Section 18 and otherwise in this Agreement, all of which will survive the transfer, termination or expiration of this Agreement; and
- (h) at our option, assign us any and all existing Venue contracts that we designate pursuant to the form of Conditional Assignment of Venue Contracts attached hereto as Exhibit “G”, which you must sign contemporaneously with this Agreement.

### 19.6 **Liquidated Damages**

Upon early termination of this Agreement for any reason (including for cause or by mutual agreement) prior to the expiration of the then-current Term, you agree to pay to us ~~within 15 days after the effective date of this Agreement's termination~~upon demand, in addition to the amounts owed hereunder, liquidated damages equal to the average monthly Royalty Fees you paid during the 12 months of operation preceding the effective date of termination multiplied by (a) 24 (being the number of months in two full years), or (b) the number of months remaining in the Agreement had it not been terminated, whichever is lower.

The parties acknowledge and agree that it would be impracticable to determine precisely the damages we would incur from this Agreement's termination and the loss of cash flow from Royalty Fees due to, among other things, the complications of determining what costs, if any, we might have saved and how much the Royalty Fees would have grown over what would have been this

**RECEIPT**  
**(RETURN ONE COPY TO US)**

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

If i9 Sports, 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 or grant.

New York and Rhode Island require that we give you this disclosure document at the earliest of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. 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 i9 Sports, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the appropriate state agency listed on Exhibit F.

The franchisor is i9 Sports, LLC, located at 9410 Camden Field Parkway, Riverview, Florida 33578. Its telephone number is (813) 324-2000.

Issuance date: March 29, 2024.

The franchise sellers for this offering are: ~~Daniel Distasio~~, Mike Scantzoulis, Travis Magee, and Robert Fournier, Jr. i9 Sports, LLC, 9410 Camden Field Parkway, Riverview, Florida 33578; Phone (813) 324-2000; and \_\_\_\_\_.

i9 Sports, LLC authorizes the agents listed in Exhibit F to receive service of process for it.

I have received a disclosure document dated March 29, 2024, that included the following Exhibits:

A – Financial Statements	G – State Specific Addendum
B – i9 Sports® Form of Area Developer Agreement	H – Area Developer Disclosure Acknowledgment Statement
C – Operations Manual Table of Contents	I – General Release Agreement
D – List of Area Developers	J – State Effective Dates
E – List of Area Developers Who Have Left the System	K – Receipts
F – List of State Agencies/Agents for Service of Process	

Date: \_\_\_\_\_  
(Do not leave blank)

\_\_\_\_\_  
Signature of Prospective Area Developer

\_\_\_\_\_  
Print Name

You may return the signed receipt either by signing, dating and mailing it to i9 Sports, LLC at 9410 Camden Field Parkway, Riverview, Florida 33578, or by faxing a copy of the signed and dated receipt to i9 Sports, LLC at (813) 630-5810; or by electronically submitting a copy to us.

**RECEIPT**  
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Date: \_\_\_\_\_  
(Do not leave blank)

\_\_\_\_\_  
Signature of Prospective Area Developer

\_\_\_\_\_  
Print Name

You may return the signed receipt either by signing, dating and mailing it to i9 Sports, LLC at 9410 Camden Field Parkway, Riverview, Florida 33578, or by faxing a copy of the signed and dated receipt to i9 Sports, LLC at (813) 630-5810; or by electronically submitting a copy to us.