

# FRANCHISE DISCLOSURE DOCUMENT



**STUDIO PILATES INTERNATIONAL USA CORP.,**  
a Delaware corporation  
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As a Studio Pilates International franchisee, you will operate a Studio Pilates International fitness studio that provides Pilates and other exercise classes.

The total investment necessary to begin operation of a Studio Pilates International franchise is ~~\$271,200~~\$399,625 to ~~\$517,800~~\$679,725. This includes ~~\$121,900~~\$145,125 to ~~\$139,500~~\$162,725 that must be paid to the franchisor or affiliates. If you elect to enter into a Multi-Unit Option Addendum to establish additional studios, you will also pay the franchisor a \$35,000 option fee for one additional studio, or a \$60,000 option fee for two additional studios, when you sign the Multi-Unit Option Addendum.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government 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 Jade Winter at (917) 310-3883 or at [franchising@studiopilates.com](mailto:franchising@studiopilates.com).

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, D.C. 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: ~~April 26, 2023~~June 14, 2024

## Special Risks to Consider About *This Franchise*

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in New York. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in New York than in your own state.
2. **Mandatory Minimum Payments.** You must make minimum payments regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
3. **Minimum Sales Performance Levels.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.
4. **Financial Condition.** The Franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor's financial ability to provide services and support to you.
5. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

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**EXHIBITS**

- Exhibit A Franchise Agreement and Related Attachments
- Exhibit B State Administrators
- Exhibit C Table of Contents of Operations Manual
- Exhibit D Financial Statements
- Exhibit E State Specific Addenda
- Exhibit F List of Current Franchisees
- Exhibit G List of Franchisees that Left System in Past Year

**Item 1**  
**FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES**

The franchisor is Studio Pilates International USA Corp. For ease of reference in this disclosure document, Studio Pilates International USA Corp. is referred to as “we,” “us” “our,” or “Franchisor”, and the person who is considering buying the franchise is referred to as “you”, “your,” or “Franchisee.”

**Franchisor**

The name and principal address of the franchisor is Studio Pilates International USA Corp., 246 Hawthorne Road, Hawthorne Queensland 4171, Australia. Studio Pilates International USA Corp. is a Delaware corporation formed on August 30, 2018. We do business under our company name, or in some cases simply as “Studio Pilates International” or “SPI.” We do not do business under any other name. Our agents for service of process are disclosed in Exhibit B.

Except as provided in this item, we do not offer franchises in any other line of business.

**Parents, Predecessors or Affiliates**

Our parent is Studio Pilates International ~~London~~Pty Ltd., ~~a UK, an Australian~~ private limited company, with its principal place of business at ~~25 Fenchurch Avenue, London, EC3M 5AD; 246 Hawthorne Road, Hawthorne Queensland, which holds and licenses the intellectual property for all of the Studio Pilates International studios worldwide..~~

Our affiliate, Studio Pilates International Australia Pty Ltd., an Australia private limited company, whose principal place of business is 246 Hawthorne Road, Hawthorne Queensland 4171, Australia, has offered franchises for Studio Pilates International studios in Australia and New Zealand since 2014. It has not conducted the type of business the franchisee will operate. Prior to 2014, our affiliate, Studio Pilates International Franchise Pty Ltd., an Australia private limited company, as trustee for the Studio Pilates International Franchise Trust, whose principal place of business is 246 Hawthorne Road, Hawthorne, Queensland, offered franchises for Studio Pilates International studios in Australia and New Zealand from 2010 to 2014. It has not conducted the type of business the franchisee will operate.

Our affiliate Studio Pilates International Hawthorne Pty Ltd., whose principal place of business 246 Hawthorne Road, Hawthorne Queensland, operates a Studio Pilates International studio at 246 Hawthorne Road, Hawthorne, Queensland, which it has operated since 2002. It has not offered franchises in any lines of business.

~~Our affiliate, Studio Pilates International Hong Kong Holdings Limited, a Hong Kong limited private company, with its principal place of business at 2003, 20/F Tower 5 China Hong Kong City, 33 Canton Road Tsim Sha Tsui, Kowloon, holds and licenses the intellectual property for all of the Studio Pilates International studios operated by our affiliates. It has not conducted the type of business the franchisee will operate, and it has not offered franchises in any line of~~

~~business.—Our parent Studio Pilates International London Ltd. has a license from Studio Pilates International Hong Kong Holding Limited to sublicense the intellectual property to us.~~

Our affiliate Studio Pilates Industries Pty Ltd., an Australia private limited company, whose principal place of business is 246 Hawthorne Road, Hawthorne, Queensland, imports and sells the Reformer Equipment to Studio Pilates International franchisees in Australia and New Zealand. Studio Pilates Industries Pty Ltd also ~~sells~~formerly sold the Reformer Equipment to us, and we would resell the Reformer Equipment to our United States franchisees. Studio Pilates Industries Pty. Ltd. has not conducted the type of business the franchisee will operate, and it has not offered franchises in any line of business.

Our affiliate Studio Pilates International Education Pty Ltd, an Australia private limited company, whose principal place of business is 246 Hawthorne Road, Hawthorne, Queensland, helps to develop Pilates training courses and education. It has not conducted the type of business the franchisee will operate, and it has not offered franchises in any line of business.

We have no other affiliates that offer or have offered franchises in any line of business, and no other affiliates offer products or services to our franchisees.

### The Franchise

We offer franchises to operate a fitness studio to provide Pilates and other fitness courses under the Studio Pilates International name, using our proprietary courses and training, music, videos, and methods of instruction, using our distinctive studio design and layout, and the methods and procedures which we have developed. Our standards and procedures for conducting the franchised business are set forth in our confidential Operations Manual, which may be updated and amended by us from time to time. Each studio must operate in accordance with the franchise agreement, and the standards and procedures contained in our then-current Operations Manual. Studio Pilates International studios also offer the sale of products at the studio.

We may grant you the option to open multiple Studio Pilates International studios within a specific geographic area. If you enter into a Multi-Unit Option Addendum to open additional locations, you will pay us a non-refundable additional option fee of \$35,000 for one additional location, or \$60,000 for two additional locations, to be paid when you sign the Multi-Unit Option Addendum. The Multi-Unit Option Addendum gives you the option to open one additional studio over a one-year period, or two additional studios over a two year period, under the terms of our then-current form of franchise agreement within your agreed territory. Upon establishing each additional location under the Multi-Unit Option Addendum, you will be required to sign a then-current Franchise Agreement, which may differ from the current Franchise Agreement included with this Franchise Disclosure Document.

### Market and Competition

The market for fitness club services is well established and developed. The consumer market for the fitness club services includes anyone who desires to improve or maintain his or her health and fitness or to combat obesity.

The fitness club services market, as well as the Pilates studio services market, is highly competitive and well-developed. You will compete with local and national businesses that provide similar services and products. Competitors include local and national gyms and fitness and Pilates studios. ~~Before signing a franchise agreement, you should survey your market to determine the number and quality of competitors, local market conditions and the costs you would experience in your local market to operate a Studio Pilates International studio.~~

### Laws and Regulations

You must comply with all local, state and federal laws and regulations that apply to the operation of any business and for your premises, including state and local health and sanitary laws that regulate facilities providing health and fitness services. We urge you to inquire with your attorney about these laws and regulations. You must thoroughly investigate the zoning laws for prospective premises, since they may include zoning restrictions or special requirements. You must comply with all applicable rules and regulations when operating a Studio Pilates International studio.

## Item 2 BUSINESS EXPERIENCE

### Jade Michael Winter – President and Director

Jade Winter has been Chief Executive Officer and President of our Company since it was formed in August 2018. Jade has been president of our affiliate Studio Pilates International Pty Ltd, an Australia company, located in Hawthorne Queensland, Australia, since 2014 to the present; president of our affiliate Studio Pilates International Hong Kong Holdings Limited, a Hong Kong company, located in Hong Kong, China, since September 2017 to the present; president of our affiliate Studio Pilates International London Ltd., a UK company, located in London, England, since April 2017 to the present; president of our affiliate Studio Pilates International Hawthorne Pty Ltd., an Australia company, located in Hawthorne Queensland, Australia, since 2002 to the present, president of Studio Pilates Industries Pty Ltd., an Australia company, located in Hawthorne Queensland, since June 2007 to the present; president of our affiliate Studio Pilates International Franchising Pty, an Australia company, located in Hawthorne Queensland, Australia, since April 2010 to the present, and president of our affiliate Studio Pilates International Education Pty Ltd., an Australia company, located in Hawthorne Queensland, Australia, since September 2014 to the present.

### Tanya Nicole Winter – Vice President for Education

Tanya Winter has been Vice President for Education of our Company since it was formed in August 2018. Tanya has been the vice president of our affiliate Studio Pilates International Pty Ltd, an Australia company, located in Hawthorne Queensland, Australia, since 2014 to the present; vice president of our affiliate Studio Pilates International Hong Kong Holdings Limited, a Hong Kong company, located in Hong Kong, China, since September 2017 to the present; vice president of our affiliate Studio Pilates International London Ltd., a UK company, located in London, England, since April 2017 to the present; vice president of our affiliate Studio Pilates International

Hawthorne Pty Ltd., an Australia company, located in Hawthorne Queensland, Australia, since 2002 to the present, vice president of Studio Pilates Industries Pty Ltd., an Australia company, located in Hawthorne Queensland, since June 2007 to the present; vice president of our affiliate Studio Pilates International Franchising Pty, an Australia company, located in Hawthorne Queensland, Australia, since April 2010 to the present, and vice president of our affiliate Studio Pilates International Education Pty Ltd., an Australia company, located in Hawthorne Queensland, Australia, since September 2014 to the present.

January Swiderski – U.S. Development Franchise Manager

January Swiderski has been U.S. Development Franchise Manager of our Company since June 2023, Dallas, Texas. January was Franchise Sales Manager of Nothing Bundt Cakes from March 2021 to March 2023 in Addison, Texas. January was Franchise Legal Analyst of Yum! Brands from October 2019 to March 2021 in Plano, Texas.

**Item 3**  
**LITIGATION**

No litigation is required to be disclosed in this Item.

**Item 4**  
**BANKRUPTCY**

No bankruptcy is required to be disclosed in this Item.

**Item 5**  
**INITIAL FEES**

Initial Franchise Fee

You must pay us a \$45,000 non-refundable lump sum Franchise Fee (the “Franchise Fee”) when you sign the Franchise Agreement. Of this amount, you may elect to pay \$2,000 of this initial franchise fee as a refundable holding deposit to hold the territory until you sign the franchise agreement or until we decide to return the deposit and not to move forward with the proposed agreement.

If you enter into an option agreement to open additional locations, you will pay us a non-refundable additional option fee of \$35,000 for one additional location, or \$60,000 for two additional locations, to be paid when you sign the multi-unit option addendum. The multi-unit option addendum gives you the option to open one additional studio over a one-year period, or two additional studios over a two-year period, under the terms of our then-current form of franchise agreement within your agreed territory. The initial franchise fee for the first additional location will be \$35,000, and the option fee will be treated as full payment of the initial franchise fees for the first additional location. The initial franchise fee for the second additional location will be an

additional \$25,000, and the option fee will be applied as full payment of the initial franchise fee for the second additional location.

### Opening Package Fee

The Opening Package Fee is a \$~~3125~~,000 non-refundable lump sum fee which covers the Initial Instructor Training for up to ~~68~~ people, the Initial Business Operations Training for the initial sales, administrative, and management staff, the ~~basic standard Studio design and construction plans for your Studio,~~development of the studio page on the brand's website and Marketing and Business Operations support. This fee is due and payable in full ~~upon the Franchisee entering~~when you have entered into a letter of intent with a landlord.

### Architectural Package

The Architectural Package Fee is a \$21,000 non-refundable lump sum fee which covers the Studio Design, construction plans and architectural services for your Studio. It includes the services of Studio Pilates approved architectural team to prepare plans ready for submission to the local government agency to obtain required permits. It does not include the permit fees charged by local authorities having jurisdiction over the project and travel expenses by the team during site visits.. This fee is due and payable when you have entered into a letter of intent with a landlord.

### Marketing Launch Package Fee

You must pay us or one of our affiliates the non-refundable sum of \$10,000 which we or our affiliates will use for pre-opening initial promotion expenses for your initial promotion. This payment, which is non-refundable, is due in full when ~~the Franchisee has a signed~~you have entered into a letter of intent with a landlord.

### Technology ~~Fee~~Subscription

You must pay us a non-refundable monthly technology subscription fee, to cover the cost for: (i) the cost of your license to use the required Computer Software and Services during the term of the franchise agreement; and (ii) our cost for monitoring your business activities, including any bookkeeping and payroll functions performed in connection with such monitoring. From time to time during the franchise agreement, we can change the cost of the Technology Subscription. The ~~current~~first invoice issued when you open will be a nonrefundable fee of \$3,025 for the services that have been activated prior to launch. After you open, you will have to continue paying a monthly ~~fee is~~ subscription fee, which ranges from \$1,600~~500~~ to \$1,800 per month, and the first monthly payment will be invoiced on the 1st day of the month post opening.

### Audio-Visual Equipment (including CCTV)

You must pay us a non-refundable fee for the audio-visual equipment, as well as our proprietary SPTV system before opening. The cost is estimated between \$2535,000 to \$4050,000. The costs will vary depending on the configuration of your premises.

### Initial Inventory

You must pay us or one of our affiliates a non-refundable lump sum fee ~~for~~before opening for a portion of the costs of the initial inventory of products and supplies to be used or offered for sale at your studio. The amount of the fee will vary depending on the size of the studio and the type of products and supplies which we decide or you request. ~~The fee~~

The total cost of the required Initial Inventory will normally range between \$14,000 to \$18,000 for a typical size location and typical types of products or supplies.

About 40%~~,~~ of this cost of the Initial Inventory, or \$5,600 to \$7,200, must be purchased from us or one of our affiliates. The remaining 60%~~,~~ of the cost of the Initial Inventory, or \$8,400 to \$10,800, must be purchased from local suppliers approved by us.

The price and list of your required initial inventory of products and supplies will be specified in Schedules 3 and 4 of your Franchise Agreement.

Uniforms

You must pay us or one of our affiliates a non-refundable fee for the uniforms for your employees before opening. The estimated cost will be between \$500 to \$1,500.

<u>Summary of Initial Fees Payable to Franchisor or Affiliates</u> <u>Before Opening</u>	<u>Amount</u>
<u>Franchise Fee</u>	<u>\$45,000</u>
<u>Opening Package Fee</u>	<u>\$25,000</u>
<u>Architectural Package Fee</u>	<u>\$21,000</u>
<u>Marketing Launch Package Fee</u>	<u>\$10,000</u>
<u>Technology Subscription – initial lump sum for services activated prior to launch</u>	<u>\$3,025</u>
<u>Audio-Visual Equipment (including CCTV)</u>	<u>\$35,000 to \$50,000</u>
<u>Initial Inventory</u>	<u>\$5,600 to \$7,200</u>
<u>Uniforms</u>	<u>\$500 to \$1,500</u>
<u>Total</u>	<u>\$145,125 to \$162,725</u>

**Item 6**

**OTHER FEES**

<b><u>Fee (See Note 1)</u></b>	<b><u>Amount</u></b>	<b><u>Due Date</u></b>	<b><u>Remarks</u></b>
Royalty Fees <u>(Note 2)</u>	8% of Gross Sales <u>(see Note 2)</u>	Weekly	Fees will be deducted automatically from your account.

Marketing Fund Fee (Note 2)	2% of Gross Sales (see Note 2)	Monthly	Fees will be deducted automatically from your account.
Cooperative Advertising Program Fee (Note 3)	Up to <del>24</del> % of Gross Sales (see Note 3)	Monthly	Only applies if we have established <del>an</del> Cooperative Advertising program in your area, and the council for the Cooperative Advertising program has established a fee. Fees will be deducted automatically from your account, and then remitted to the council for the Cooperative Advertising program. (See Note 3).
On-Going Instructor Training (Note 4)	\$15,000 for up to <del>six</del> <del>eight</del> people if paid by franchisee, or \$1,000 - \$2, <del>500</del> <del>650</del> per instructor depending on prior experience if paid by instructors (Note 4)	When you schedule an on-going instructor training session	On-going instructor training is normally a five or six day face-to-face course (40- <del>42</del> <del>hours</del> <del>42</del> hours) attended after online modules (40 hours) have been completed
Transfer Fee	<del>\$20,000</del> Fifty percent (50%) of our then current initial Franchise Fee.	Prior to transfer of franchise	Transfer fee must be paid if franchisee sells, encumbers, assigns or transfers any of its rights or interests in Franchise Agreement, or (if Franchisee is an entity) the Franchisee owners sell, encumber, assign or transfer their interest in the franchisee
Renewal Fee	<del>\$10,000</del> Twenty five percent (25%) of our then current initial Franchise Fee	Prior to renewal	
Interest	12% per annum	Upon payment due date	
Technology Fee Subscription (Note 5)	\$1, <del>600</del> <del>500</del> to \$1,800 per month	Monthly	Fees will vary based on number of employees and related accounting package requirements. Fees will be deducted automatically from your account. Amount may be modified from time to time as needs and costs change. <u>You are expected to activate</u>

			<u>the services three months before Opening.</u>
Music Licensing	Amounts charged by the providers and/or appropriate clearing house(s) for such music licensing.	As invoiced or otherwise agreed.	We may require that this amount be paid to our then-current approved supplier, which may be us or our affiliate, that determines to handle and manage these licenses for System franchisees. As of the Issue Date, we are not collecting this amount directly.
<del>Lease of the Reformers</del>	<del>Amounts charged by the providers (Note 5)</del>	<del>As invoiced or otherwise agreed</del>	<del>You may be required to pay an initial deposit and lease payments.</del>
Marketing Materials	Costs of marketing materials <u>and media spend</u> , which will typically range between <del>\$2,000</del> <u>1,250</u> to <del>\$3,000</del> <u>2,500</u> every <del>three months</del> <u>month</u>	Within seven days of receipt of invoice	Approved marketing materials required by us or requested by you
Annual Conference Fee	Currently \$1500 to \$2,500 depending on location.	Prior to attending annual conference	
Annual Conference travel	Costs of travel and lodging to attend annual conference	As incurred	Annual conference may be held in different countries each year.
Insurance Reimbursement	Cost of insurance, interest on the monies we advance and our administrative costs	As incurred	If you fail to maintain insurance required by the franchise agreement, we may obtain the required insurance and charge you the cost of the insurance, interest on the monies we advance, and our administrative costs.
Audit Costs	Our actual costs and travel costs of auditor	Upon invoice	If an audit of your records reveals an understatement or overstatement by at least 5% in any of the financial data you provided
Management of business upon death or disability	To be determined under circumstances	As agreed	Payable for any period that we manage the franchised business on your death or disability
Penalty Fee	Then-current fee charged by us. Currently, \$100 for	Upon demand	Payable in the event you fail to comply with your obligations under your Franchise Agreement,

	each day of non-compliance.		including the requirements in your Operations Manual.
Alternative Supplier Approval	Our then current fee for evaluating a proposed alternative product, service, or supplier. Currently, \$1,500 per day each person engaged in such evaluation.	At time of request	You must make the request in writing, and provide us with <del>an</del> information that we require, pay the evaluation fee, and reimburse our travel and lodging costs.
Costs and Attorneys' Fees	Our actual costs	As incurred	Payable if your default under your franchise agreement results in us incurring legal expenses.
Indemnification	Our actual costs	As incurred	You must indemnify us and related parties for claims involving the operation of your business.
<u>Branded Merchandise (Note 6)</u>	<u>Minimum on-hand stock value of \$2,500 at any time</u>	<u>As incurred</u>	<u>You must hold approved branded merchandise in studio at all times. This amount is the minimum value of the stock to be held in the studio during the on-going operations</u>

Note 1: All fees are imposed by and payable to us, unless otherwise indicated. All fees payable to us are non-refundable. All fees are uniformly imposed and collected. We may require that payments to us be made by the use of pre-authorized electronic transfers from your bank operating account that we will process when any payment is due, or by check, cash, or wire transfer. Fees payable to third parties may be refundable based on your individual arrangements.

Note 2: "Gross Sales" means all income whatsoever received by the Franchisee from the sale of any products or services, not including refunds or sales taxes.

Note 3: As of the date of this Disclosure Document, we have not yet established any advertising cooperatives in any geographic area.

~~Note 4: Training Expenses. For all training sessions and annual conferences, you must pay for your trainees' and representatives' salaries and benefits, and for their travel, lodging and meal expenses.~~

~~For any on-going instructor training sessions, we must receive~~Note 4: At least \$15,000 for the training session, which covers the training fees and our travel costs from other areas of the United States, for a training session for up to ~~six~~eight people. You have a choice as to whether you pay for the instructor training yourself, or you require the individual instructors to pay for it.

If you pay for the training session yourself, then: You must pay us a flat \$15,000 on-going training fee, which will cover instructor training for up to ~~six~~eight full paying people. The cost for each additional person ranges from \$1000-~~\$2500~~\$2650 per person depending on the person's background, prior experience and ticket type.

If you ask the individual instructors to pay for it themselves, then: The instructors must pay us directly (\$1000-~~\$2500~~\$2650 per person). We keep the full amount of the per person fees paid, even if it exceeds \$15,000. If the total revenue brought in for the course is less than the \$15,000 minimum cost, then you will have to pay us the shortfall below \$15,000, so that we receive at least \$15,000.

As the system grows, if we have sufficient staff in your region who can conduct the training, we might offer instructor training at \$1000-~~\$2500~~\$2650 per person, without requiring a minimum payment of \$15,000. However, in this case, we would require a minimum number of people in the course for the training to run at no cost to you. You will have the option to send individual instructors to other studios running a course but travel and accommodation costs may be incurred.

Note 5: ~~Lease Payments for Reformer Equipment~~ Technology Subscription

~~We assume and expect that you will lease the required reformers from an approved supplier. A typical studio will require 10—16 reformers. A larger studio may require up to 20-25 reformers, but such studios will normally not order all of the reformers during the first few months of operation.~~

~~If you determine not to follow our system recommended practice of leasing this equipment, the estimated cost to purchase this equipment outright will be substantially more and will be paid to us or our designated supplier of such equipment before you open. We estimate the cost to purchase the reformer equipment including the shipping and transportation will be \$49,000 to \$86,400. This estimate assumes a cost of \$4,900 to \$5,400 for the purchase of each reformer. This estimate also includes the costs of shipping and transportation of the reformers. You must pay the shipping and transportation costs to get the equipment from the port of entry into the United States through Los Angeles. This payment is non-refundable.~~

This fee is payable to reimburse us for: (i) the cost of your license to use the required Computer Software and Services during the term of the franchise agreement; and (ii) our cost for monitoring your business activities, including any bookkeeping and payroll functions performed in connection with such monitoring. From time to time during the franchise agreement, we can change the cost of the Technology Subscription. The first invoice issued when you open will be a nonrefundable fee of \$3,025 for the services that have been activated prior to launch. After you open, you will have to continue paying a monthly subscription fee, which ranges from \$1,500 to \$1,800 per month, and the first monthly payment will be invoiced on the 1st day of the month post opening.

Note 6: Branded Merchandise:

Stocking approved branded merchandise is a requirement of operational studios. \$2,500 is the minimum value of the total on-hand stock held in the studio at any point in time. The stock is comprised of apparel and accessories. The minimum value may be changed from time to time with notice in writing.

**Item 7**  
**ESTIMATED INITIAL INVESTMENT**

<b>Type of Expenditure</b> (Note 1)	<b>Amount</b>	<b>Method of Payment</b>	<b>When Due</b>	<b>To Whom Payment is to be made</b>
Initial Franchise Fee (Note 2)	\$45,000	Lump sum	Upon signing Franchise Agreement	Us
Opening Package Fee (Note 3)	<del>\$34</del> <u>\$25</u> ,000	Lump sum	Upon signing of letter of intent with the landlord. Before Opening	Us
<u>Architectural Package Fee (Note 4)</u>	<u>\$21,000</u>	<u>Lump sum</u>	<u>Upon signing of letter of intent with the landlord. Before Opening.</u>	<u>Us</u>
Marketing Launch Package Fee (Note <del>4</del> <u>5</u> )	\$10,000	Lump sum	Upon signing of letter of intent with the landlord. Before Opening	Us
Technology Fee <u>Subscription – Initial Lump Sum</u> (Note <del>5</del> <u>6</u> )	<del>\$4,800</del> <u>\$3,025</u>	<del>Monthly installments</del> <u>Lump sum</u>	<del>First monthly payment invoiced on the 1st day of the month post opening. Fees will be deducted automatically from your account.</del> <u>Upon Opening the Studio</u>	Us
Lease Expense (Note <del>6</del> <u>7</u> )	\$7,100 - \$76,500	As arranged	Before Opening	Landlord
Utility Deposit	\$1,000 - \$2,000	As arranged	Before Opening	Landlord and other

(Note 78)				vendors
<del>Leasehold Improvements</del> <del>Buildout Costs</del> (Note 89)	<del>\$901,500 - \$209,250,000</del>	As arranged	Before Opening	Landlord, vendors and contractors
Audio- Visual Equipment (including CCTV) (Note 910)	<del>\$253,500 - \$40,500</del>	As arranged	Before Opening	Us
Reformer Equipment (Note 1011)	<del>\$7,100 - \$11,200</del> <del>\$52,800 - \$70,400</del>	As invoiced or otherwise agreed	Upon signing of letter of intent with the landlord. Before Opening	Approved supplier
Initial Inventory (Note 1112)	\$5,600 - \$7,200	As arranged	Before Opening	One of our affiliates
Additional Initial Inventory (Note 1112)	\$8,400 - \$10,800	As arranged	Before Opening	Local suppliers approved by us
<del>Signage</del> <del>Branded Merchandise</del> (Note 13)	<del>\$3,000 - \$6,000</del> <del>\$2,500</del>	As arranged	<del>Varies with supplier</del> Before Opening	Suppliers approved by us
Computer Hardware	\$2,500 - \$4,000	As arranged	Before opening	Vendors
Insurance (Note 1214)	\$4,600 - \$5,600	As arranged	Varies with supplier	Vendors
Permits & Licenses (Note 1315)	\$1,500 - <del>\$330,000</del>	As arranged	Before opening	Municipality
First aid and CPR employee training expenses	\$100 - \$200	As arranged	Before opening	First aid and CPR certification
Uniforms	\$500 - \$1,500	As arranged	Before opening	Us or our affiliates
Professional Fees (Note 1416)	\$4,000 - \$10,000	As arranged	Varies with supplier	Professionals (Accountant, attorney, etc.)
<del>Pre-Launch Wages</del> (Note 17)	<del>\$10,000 - \$30,000</del>	<del>As arranged</del>	<del>Before Opening</del>	<del>Employees</del>
Additional Funds/Working Capital (Note 1518)	<del>\$2010,000 - \$4025,000</del>	As arranged	Varies with supplier	Vendors
<b>Total (Note 16)</b>	<del>\$271,200 - \$517,800</del> <del>\$399,625 - \$679,725</del>			

Note 1. We do not offer direct or indirect financing for any part of the initial investment. Each of the payments in this table are not refundable.

Note 2. The initial franchise fee is \$45,000. You ~~may elect to~~ must pay \$2,000 of this fee to reserve a location ~~until~~ while you are considering whether to sign the Franchise Agreement. This \$2,000 is refundable if you or we decide not to sign the Franchise Agreement. You should not pay any portion of the franchise fee until at least 14 days after you received this disclosure document. You must pay the remaining balance of the franchise fee when you sign the franchise agreement. The initial franchise fee is non-refundable after you and we sign the franchise agreement.

If you enter into an option agreement to open one additional location, you will pay us a non-refundable additional option fee of \$35,000 for one additional location when you sign the multi-unit option addendum, which gives you the option for a one year period to open an additional studio under the terms of our then-current form of franchise agreement within your agreed territory. If the option expires, you must pay an extension fee of \$2,500 per month to extend the option up to 12 months. The initial franchise fee for the additional location will be \$35,000, and the \$35,000 option payment will be treated as full payment of this fee.

If you enter into an option agreement to open two additional locations, you will pay us a non-refundable additional option fee of \$60,000 when you sign the multi-unit option addendum, which gives you the option for a one year period to open one additional studio and a second year period to open a second additional studio, under the terms of our then-current form of franchise agreement within your agreed territory. If the option expires, you must pay an extension fee of \$2,500 per month to extend the option up to 12 months. The initial franchise fee for the first additional location will be \$35,000, and the initial franchise fee for the second additional location will be \$25,000, and the option payment will be applied as full payment of these fees.

Note 3. The Opening Package Fee covers the Initial Instructor Training for up to ~~6~~ 8 people, the Initial Business Operations Training for the initial sales, administrative, ~~and~~ management, ~~the basic standard Studio Design and construction plans for your Studio,~~ and pre-launch Marketing and Business Operations support. In addition, you must pay the wages or salary to your own employees and instructors for the time they spend attending the training.

Note 4. The Architectural Package Fee is a \$21,000 non-refundable lump sum fee which covers the Studio Design and construction plans for your Studio, including architectural services by Studio Pilates Architectural affiliate. The Architectural services include the preparation of plans ready for submission to the city to obtain the required permits. This fee does not include fees payable to the city for the permits or the administration fees relating to the application process itself, or travel expenses by the Franchisor's team during site visits. Additional fees may apply if you abort a site after the letter of intent with the landlord has been executed.

Note 5. You must pay us or our affiliates this payment of \$10,000, which we or our affiliates will use for pre-opening initial promotion expenses for your opening. This does not include the costs of office supplies which are listed separately.

~~Note 5. This estimate is based upon our current monthly fee of \$1,600 for the first three months of operation. This fee is payable to reimburse us for: (i) the cost of your license to use the required Computer Software during the term of the franchise agreement; and (ii) our cost for monitoring your business activities, including any bookkeeping functions performed in connection with such monitoring. From time to time during the franchise agreement, we can change the cost of the Technology Fee.~~ Note 6. This estimate is based upon Computer Software and Services active prior to opening. You are expected to activate the Computer Software and Services about three months before Opening.

Note 67. This estimate covers the security deposit (which may be equal to one to three months' rent) and the first three months of rent. This estimate assumes that your leased studio premises will be in the range of 1,076 to 1,700 square feet. This estimate assumes that your base monthly rental rate will be anywhere in the range of \$1.65 to \$7.5 per square foot. This estimate also includes common area maintenance charges, your pro rata share of the real estate taxes and insurance, and your pro rata share of HVAC and trash removal, which your landlord may require you to pay. You will be required to pay an advance security deposit equal to 1 to 3 month's rent.

Note 78. Utility companies, such as electricity, water, gas, telephone and internet service providers, typically require you to pay a deposit to open a new utility service account. These deposits may be refundable in accordance with the agreements made with the utility companies.

Note 89. This estimate includes the costs for the build-out of the premises, construction materials and labor, furniture and fixtures, general contractor fees, and ~~architect fees.~~ signage. The cost of your build-out and leasehold improvement will vary widely depending on many factors, including (i) the size and configuration of the premises; (ii) whether the premises require demolition and removal of existing walls and fixtures; (iii) the local rates charged by building contractors and workers in your local area; ~~and~~ (iv) the cost of materials in your local area; and (v) whether you need to install new HVAC and fire service systems. These amounts may also vary depending on whether certain of these costs will be incurred by the landlord and allocated over the term of the lease. You must follow our required design, which may require major demolition in the existing premises, and major construction of new interior walls and fixtures in the premises. You must make any required changes to our required design in order to comply with any legal requirements such as disability access, and to comply with any requirements of your landlord. The cost of such compliance-related changes has been factored into this estimate. You should investigate all of these issues with your contractor and your advisors, and you should discuss and negotiate all of these issues with the landlord, before you make any commitment to rent any particular location.

Estimated costs for a suburban location range from ~~\$90150,000~~ to ~~\$140250,000.~~ Estimated for cost for a high-density high-rent location are higher, ranging from \$132,000 to \$209,000. These estimates are based on historical construction costs. Inflation and other supply chain issues may increase these costs.

Note 910. This estimate includes the cost which you must pay to the Franchisor for the audio-visual equipment, as well as the costs you must pay to us for our proprietary SPTV system. The costs will vary depending on the configuration of your premises. The Franchisor will arrange the

ordering and installation of the audio visual and CCTV equipment with the approved vendor during the buildout process.

Note 1011. We assume and expect that you will ~~lease~~purchase the required reformers and other related exercise equipment from an approved supplier. A typical studio will require ~~10—16~~12—14 reformers. A larger studio may require up to 20—25 reformers, but such studios will normally not order all of the reformers during the first few months of operation.

~~You must negotiate the amount of any lease payments with your with the supplier. The range above is designated to capture and account for (a) the typical deposit, and (b) lease (or comparable instalment) payments you make to an approved third-party provider.~~

~~If you determine not to follow our system recommended practice of leasing this equipment, the estimated cost to purchase this equipment outright will be substantially more and will be paid to us or our designated supplier of such equipment before you open. We estimate the cost to purchase the reformer equipment including the shipping and transportation will be \$49,000\$5,800 to \$8670,400. This estimate assumes a cost of \$4,900 to \$5,400 for the purchase of each reformer. This estimate also includes the costs of shipping and transportation of the reformers. You must pay~~

~~If you determine not to follow our system-recommended practice of purchasing the shipping and transportation equipment, you do have the option to lease the equipment instead, however, this may increase the overall costs to get of the equipment from the port of entry into the United States through Los Angeles. Leasing this equipment, the estimated cost to purchase this equipment outright will be substantially more and will be paid to us or our designated supplier of such equipment before you open.~~

Note 1112. You are required to purchase an initial inventory of products, specified on a schedule to your franchise agreement. This may include various items such as small office furniture, laptop computer, head cushions, mats, vacuum cleaner, ~~branded merchandise,~~ and other items, depending on the size of the studio. About 40%, or \$5,600 to \$7,200 must be purchased from us or one of our affiliates. The remaining 60%, or \$8,400 to \$10,800 must be purchased from local suppliers approved by us.

Note 1213. You are required to maintain a minimum stock of branded merchandise on-hand in the Studio for sale, equal in value to at least \$2,500. The required branded merchandise includes apparel and accessories.

Note 14. You are required to pay an annual premium for insurance coverage. The types of coverage and amounts are described in ~~specified in~~ Schedule A to your Franchise Agreement.

Note 1315. You may be required to obtain certain licenses or permits before you can operate, such as building permits, fire inspection, sales tax permit, and retail sales permits. You should investigate the requirements in your area, contacts the regulatory agencies and talk with your lawyer.

Note 1416. You may need to retain an attorney to assist you in the review of the Franchise Agreement, creation of a corporate entity, and review of your lease. You may need an accountant to assist you in setting up the financial recordkeeping to operate your business. You may be required to pay certain state fees in order to create a business entity.

Note 1517. These figures do not include the salary for the studio manager, based on the assumption that you will manage the studio.

Note 18. This is an estimate of the additional operating capital you will need during the start-up period, which is considered the initial three months after opening. This estimate of additional funds needed is based upon the experience of our existing franchisees during the three-month start-up period. The amount of additional funds which you will need for this start-up period may vary based on many factors, including geographic location, the size of your studio, the number of employees, and general economic conditions. ~~You may need~~ The costs for additional operating capital which you may need to pay for operating expenses such as employee payroll, inventory, utilities, products and supplies. ~~We do, are not include the salary for the studio manager, based on the assumption that you will manage the studio, included in this estimate..~~

Note 16. Each of the payments in this table are not refundable.

## Item 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

All services and products sold within your business require our prior approval. You must purchase all computers, equipment, and related supplies and furniture, fixture and equipment in accordance with our approved standards. For certain items, we may require that you purchase them from approved suppliers. You can request to use or offer alternative products, services, or suppliers, but we have no obligation to grant such requests. You must make your request in writing to use or offer any alternative product, service, or supplier, and you must provide us with any information that we may require about such alternative product, service or supplier. If you make such a request, we will respond to your request within ninety days, but our failure to respond within ninety days means that your request is denied. We do not make available to franchisees our criteria for approving suppliers. We can charge you our then current fee for evaluating any proposed alternative product, service, or supplier, and you must reimburse us for our reasonable costs including travel and lodging costs associated with considering any such request, even if we do not approve the proposed new supplier. Our current fee for evaluating proposed alternative products, services, or suppliers, is \$1,500 per day each person engaged in such evaluation. We have the right to revoke our prior approval of a previously authorized supplier, product or service.

You will receive a list of our approved standards and approved suppliers in our Operations Manual or in other written communications from us. We may amend the list from time to time. We will provide you notice in the Operations Manual or by other methods (such as email) of any changes in the standards and specifications.

You are required to purchase an initial inventory of products ~~including branded merchandise~~ from us or an approved supplier, prior to the opening of your studio. The specific items, and the cost, will be specified in the schedules to your franchise agreement. About 40%, or \$5,600 to \$7,200, must be purchased from us or one of our affiliates. The remaining 60%, or \$,400 to \$10,800, must be purchased from local suppliers approved by us. We will derive a mark-up on the cost of the products. You are required to maintain a minimum stock of approved branded merchandise during the operation of your Studio, equal to \$2,500 in value. The stock includes apparel and accessories.

~~———— You are required to purchase your Pilates machines (reformers) from us, prior to the opening of your studio. The number of reformers will be specified in the schedule to your franchise agreement. We derive a mark-up on the costs of the reformers which you are required to purchase.~~

We assume and expect that you will purchase the required reformers from an approved supplier. A typical studio will require 12 – 14 reformers. A larger studio may require up to 20-25 reformers, but such studios will normally not order all of the reformers during the first few months of operation. If you determine not to follow our system-recommended practice of purchasing the equipment you do have the option to lease the equipment instead, however this may increase the overall costs of the equipment. We estimate the cost to purchase the reformer equipment including the shipping and transportation will be \$52,800 to \$70,400. This estimate assumes a cost of \$4,400 for the purchase of each reformer. This estimate also includes the costs of shipping and transportation of the reformers.

You are required to purchase your audio visual and CCTV equipment from us, prior to the opening of your studio. The cost will vary depending on the configuration of the location. We do not derive a mark-up on the costs of the audio visual and CCTV equipment which you are required to purchase.

You will be required to operate during the days and times specified in our Operations Manual, which may be amended from time to time.

You will be required to build out and equip your studio to the specifications required by us, including but not limited to: studio layout and design, leasehold improvements, specific design elements, fitness equipment packages, audio/video equipment packages and computer hardware and software.

If you will occupy your studio under a lease, you must submit the proposed lease to us for approval before it is signed. You must use your best efforts to ensure that the lease provides that (i) the initial term is at least ten years with at least two five-year renewal options; (ii) we get notice of any default by you under the lease, and that we have at least an additional fifteen days to cure the default, or to take over the lease; (iii) we have the option to assume the lease in the event of termination or expiration of the franchise agreement; (iv) the landlord will allow all signage required by us, provided it meets all property specifications, local codes and ordinances, and (v) all your marketing and promotion must be conducted in a dignified and professional manner and must conform to our specified standards and requirements set forth in the Operations Manual.

You are required to purchase and maintain all of the insurance coverages to be specified in the schedule to your franchise agreement. You must furnish to us copies of all insurance policies required by the franchise agreement, and such other evidence of insurance coverage and payment of premiums as we request or permit.

You must purchase a computer system that we specify, including computer hardware, software, point of sale system, bookkeeping, inventory control systems, and high-speed network connections. You must purchase, install and operate a computer system which we specify, ~~including printer and scanner,~~ which is connected to the Internet. You must secure broadband Internet connection and at least 1 dedicated phone line ~~and 1 fax line~~ for use in the Studio Pilates International studio. The setup costs currently range from \$500 to \$5,000. You must install our required software on your computer system, which shall give us remote access to your computer system. We currently use a cloud-based system, under which we obtain a license to use the system ~~and services,~~ and then give you access. You must pay us a monthly Technology ~~Fee~~ Subscription, which helps to cover our costs for the license to use the software associated accounting and payroll services we specify and for the cost of our monitoring your business activities. We currently require franchisees to use Xero small business and bookkeeping software, Gusto payroll processing Xero plug-in and Workforce staff rostering and on-boarding software. ~~as well as the services of the approved bookkeeping provider.~~ The cloud-based systems are comprised of World Manager, Google Enterprise, Mindbody and custom built KPI reporting dashboard. You may also have ongoing monthly fees for your internet and data service providers. You must secure a merchant account with a credit card processor that we approve. ~~The expense of the license to use the “Xero software” and the required credit card processing equipment is covered by the monthly Technology Fee.~~

We or our affiliates may in the future realize a profit or receive payments, commissions, discounts or other allowances from your purchases of products and services from approved suppliers, and, where permitted by applicable law, we or our affiliates may retain those profits, payments, rebates, discounts or allowances for our own account without having any obligation to provide any benefits to you. We do not currently have any such arrangements with any suppliers. We do not provide any material benefits to you based on your purchase of particular products or services or your use of designated or approved suppliers.

We or our affiliates may in the future negotiate purchase arrangements with suppliers for the benefit of our franchisees. We may derive revenue under such arrangements from the suppliers from the supply of approved products or services to our franchisees. Currently, we have no such arrangements in place. There are not currently any purchasing or distribution cooperatives.

We estimate that your required purchases and leases from us, our affiliates, or approved suppliers, will be about 35-50 percent of all your purchases and leases to be made in establishing the business. We estimate that your required purchases and leases from us, our affiliates, or approved suppliers, will be about 10 percent of all your purchases and leases to be made while operating the business. In ~~2022~~ 2023, our revenue from required purchases and leases of products and services by franchisees was \$~~77,870~~ 58,599, which was ~~42~~ 12.99% of our total annual revenue.

## **Item 9**

## FRANCHISEE'S OBLIGATIONS

**This table lists your principal obligations under the franchise agreement. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.**

Obligation	Section of Franchise and Related Agreement	Item in Disclosure Document
(a) Site selection, acquisition/lease, and Site assistance	2, 12 and 13	5, 6, 7, 8 and 11
(b) Pre-opening purchases/leases and initial support	2.6, 12, 14, and Schedule 4	5, 6, 7, 8 and 11
(c) Site development and other preopening requirements	10, 12, 13, 16, and 17	5, 6, 7, 8 and 11
(d) Initial and ongoing training	16	5,6,7 and 11
(e) Opening	2, 13.54, 18.1	7,8 and 11
(f) Fees	3, 16, 18	5, 6 and 7
(g) Compliance with standards and policies/Confidential Operations Manual	1, 2, 4, 5, 6, 8, 13, 17	8, 11
(h) Trademarks and proprietary information	4, 5, 18, 19	13 and 14
(i) Restrictions on products/services offered	2, 6	8, 11 and 16
(j) Warranty and customer service requirements	8	None
(k) Territorial development	2	12
(l) Ongoing product/service purchases	6, 14	6 and 8
(m) Maintenance, appearance and <del>remodeling</del> remodelling requirements	12, 13	6,7 and 8
(n) Insurance	22	6,7 and 8
(o) Advertising	18	6, 7, and 11
(p) Indemnification	23	6
(q) Owner's participation/ management/staffing	17	6 and 15
(r) Records and reports	17	6 and 8
(s) Inspections and audits	17	6,8 and 11
(t) Transfer	25	6 and 17
(u) Renewal	26	6 and 17
(v) Post-termination obligations	28	17
(w) Non-competition covenants	24	17
(x) Dispute resolution	29	6 and 17
(y) Owner's guaranty	34	15

### Item 10

## FINANCING

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

### Item 11

## FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

**Except as listed below, we need not provide any assistance to you.**

Before you open your Studio Pilates International studio, we will provide you with:

1. Operations Manual.

We will give you ~~a copy of access to~~ our Operations Manual ~~(the Table via an internal secure electronic learning platform which we call Huddle. Access to the Operations Manual is restricted to our franchisees and is protected by a personal login and password to ensure confidentiality. Each section of the Operations Manual contains detailed sub-sections or folders relating to the topic, to provide comprehensive coverage of Contents items required for the Manuals is included as Exhibit C).~~ operation of the franchise. We ~~will regularly~~ update the ~~manual to incorporate improvements and new developments in the Studio Pilates International system, including improvements in services and products you offer to customers, content to reflect the latest operational practices, procedures, and compliance guidelines.~~ We can make these revisions at any time. (Franchise Agreement Section 5.4). The subjects covered in the electronic Operations Manual are described in Exhibit C.

2. Initial Training.

We will provide an initial training program, for a fee. One segment focuses on training the Pilates instructors. A second segment focuses on how to operate the business from an administrative and marketing perspective. (Franchise Agreement Section 16). The initial training is described in greater detail below.

3. Site Selection

All site selections must be pre-approved by us. You must provide us with reasonable information regarding any potential site that we may require in connection with our evaluation of your proposed location. We will review the information on potential sites which you provide. (Franchise Agreement Sections 2.2 and 12.1[e]). We may, but we are not required to, visit proposed sites with you. We retain the right to disapprove a proposed site based on factors such as ~~neighborhood~~ neighbourhood, traffic patterns, access, parking, size, layout, design, length of availability, the terms of any proposed lease or purchase contract and other factors. We will approve or refuse to approve a proposed site within 45 days after the receipt of all information that we may reasonably require. If we disapprove a site, you must locate another site.

You must locate your site, secure our approval, sign your lease, and open your studio before the opening deadline, which will be specified in the schedules to the Franchise Agreement. The opening deadline is usually twelve months from the date of signing the Franchise Agreement. If we fail to agree on a site ~~within the required time limit~~ and if you fail to open by the opening deadline, then we can terminate the Franchise Agreement.

You bear the responsibility for selecting a location and negotiating a lease for your Studio Pilates International studio. Should you choose to engage our preferred team of real estate brokers they will provide assistance to search for the location and negotiate the letter of intent with the landlord. Generally we do not own the premises and lease it to you. You must provide us with a copy of the lease for any potential location before you enter the lease. You are not permitted to relocate your business or open additional studios within your territory without our prior written approval. (Franchise Agreement Section 2.2).

If you sign a multi-unit option addendum, you must find a suitable location for the additional studio before the end of the 12-month option period. We must approve the location. We will approve a site for the additional studio using our then-current site criteria. We retain the right to disapprove a proposed site based on factors such as ~~neighborhood~~ neighbourhood, traffic patterns, access, parking, size, layout, design, length of availability, the terms of any proposed lease or purchase contract and other factors. We will approve or refuse to approve a proposed site within 45 days after the receipt of all information that we may reasonably require. If we disapprove a site, you must locate another site. If we fail to agree on a site within the required time limit, then we can terminate the multi-unit option addendum.

#### 4. Studio Build-Out Design Plans

Once ~~you have selected the a~~ location, we has been approved, the approved Architectural team will design and provide to you ~~basic standard~~ formal build-out plans for the design of the studio. ready for submission to the local government agency for permits. Our fee for providing these plans and services is included in the Opening Architectural Package Fee. (Franchise Agreement Section 13.3).

#### 5. Furniture, Fixtures, and Equipment (including Audio Visual and CCTV Systems)

Before you open your studio, we will provide you with the written specifications for the initial supplies, equipment, audio visual and CCTV systems and exterior and interior signs required for the studio. You will be responsible for purchasing such items to equip the studio according to our requirements for fixtures, furnishings, equipment, audio visual and CCTV systems, interior and exterior signage, artwork and graphics. If we have selected approved vendors and suppliers from whom we require or recommend you purchase such items, we will provide you names of such suppliers. In many cases, such as the initial inventory ~~and the,~~ reformer equipment, and audio-visual and CCTV systems, we require you to purchase such items from us or our affiliates. (Franchise Agreement Sections 1.1, 13.3, and 14). We do not directly deliver or install the equipment, but we may help do coordinate the delivery and the installation of ~~most furniture, fixtures, equipment and the~~ audio-visual and CCTV systems. We will not help coordinate the

delivery and installation of any equipment which we have not authorized you to purchase and install.

## 6. Computer system requirements

We will provide you with the hardware and software requirements for your computer system. (Franchise Agreement Section 15.1). You must purchase a PC with a keyboard, mouse, and high-speed internet access. We estimate the cost of the computer systems to be \$2,500 to \$4,000. You must install our required software on your computer system, which will give us remote access to your computer system. We currently use a cloud-based system. We currently require franchisees to use Xero small business and bookkeeping software, Gusto payroll processing Xero plug-in and Workforce staff rostering and on-boarding software. The cloud-based systems are comprised of World Manager, Google Enterprise, Mindbody and custom built KPI reporting dashboard. The computer system is used to collect and store data regarding your bookkeeping. At your sole expense, you must maintain and upgrade your computer system, to meet our requirements. We will update these requirements from time to time. We will monitor your business activities and perform certain basic bookkeeping functions remotely using this system.

You must pay us a monthly Technology ~~FeeSubscription~~, in return for the license to use the required software, and for monitoring your business activities remotely. Our current monthly fee for the cloud computing software and monitoring your business activities remotely ~~isrange from \$1,600-500 to \$1,800.~~ Apart from this monthly Technology ~~FeeSubscription~~, we do not expect that you will have any other regular annual costs for any optional or required maintenance, updating, upgrading or support contracts for your computer systems. We do not have any contractual obligation for maintenance, repairs, updates and upgrades to your computerized system. You should expect to be required to upgrade your PC every 3-5 years at an estimated cost of \$2,000 to \$3,000. There are no contractual limits on the frequency and cost of your obligation to maintain, upgrade and update the computer systems in conformance with our directives. The computer system is designed to enable us to have immediate access to the information on the system, and there is no contractual limitation on our access or use of the information. We will have the right to collect and retain from your computer system all data concerning your studio, and to use that data for the purposes permitted by the franchise agreement. From time to time during the franchise agreement, we ~~can~~may add or change the required tools, platforms and subscriptions, and we may increase or decrease the cost of the Technology ~~FeeSubscription~~.

## Opening of Business

We will provide face-to-face or virtual business operations training at your location on the day of your grand opening. The details are described in more detail below.

You must open the business for operation to the public by the Opening Deadline, which will be specified in Schedule 2 of your franchise agreement. (Franchise Agreement, Section 13.54).

The typical length of time between the signing of the franchise agreement and the time you open your studio is about three to six months. Your total time may be shorter or longer depending on a number of factors, such as the time it takes you to find an acceptable location, the commercial real estate market, the time it takes you to obtain any financing that you need to obtain, the time it takes you to obtain the necessary permits or license, the time it takes for the build-out and construction of the studio, as may be affected by labor ~~issue~~issues, weather conditions, material availability and other factors.

In the event that you do not open within the required time frame, we have the option to terminate your franchise agreement. (Franchise Agreement, Section 27.1).

During the operation of your Studio Pilates International studio, we will provide you with:

1. Ongoing Training.

We will offer and conduct face-to-face on-site training to you, by a single instructor, at your location, in return for our then current fees. (Franchise Agreement, Section 16.1). The training is mandatory for any new instructors, provided on an as-needed basis. The current fees are as follows:

If you pay for the training session yourself, then you must pay us a flat \$15,000 on-going training fee, which will cover instructor training for up to six people. The cost for each additional person is \$1,000 - \$2,500 per person depending on prior experience.

If you ask the individual instructors to pay for it themselves, then the instructors must pay us \$1,000 - \$2,500 per person, depending on prior experience. We keep the full amount of the per person fees paid, even if it exceeds \$15,000. If you have less than six individual instructors who are paying for their own initial training, then you will have to pay us the shortfall below \$15,000, so that we receive at least \$15,000.

We also provide an annual conference, normally in Hawthorne, Queensland, Australia, but which may also be held in different countries, which you will be required to attend. There is a fee to attend, currently projected to range between \$1,500 - \$2,500 depending on the location, and you will be required to pay for the transportation, meals, lodging, and salaries for you and any of your employees to attend the conference. (Franchise Agreement, Section 16.9).

2. Ongoing Advice

We may provide you with on-going advice, from time to time, as often as we decide with respect to the methods and procedures for marketing and sale of the services, administrative, book-keeping, accounting and general operating procedures, updates on equipment and fitting requirements, and general management and administrative guidance and assistance. (Franchise Agreement, Sections 4.4, 6(f), and 16.4).

3. Monitoring

We will monitor your performance remotely, and keep track of whether you are meeting the required minimum sales figures, specified in Schedule 2 of your franchise agreement. (Franchise Agreement, 17.2).

#### 4. Advertising Support.

Any advertising requires our prior approval. We will discuss and advise on marketing and advertising issues with you, as we deem necessary. (Franchise Agreement Section 18). We may provide you with advertising materials or designs from time to time, as we deem necessary. (Franchise Agreement, Section 18.3). The media coverage for any advertising will be primarily local. You must obtain our approval of all advertising and promotional plans and materials prior to use if such plans and materials have not been prepared by us and previously approved by us during the twelve months prior to their proposed use. There is no advertising council of franchisees that advises us on our advertising policies.

#### 5. Website

On our website, we will list your studio location. You may not establish or operate your own web site or web address for your studio. (Franchise Agreement, Section 15.3). You may not establish or use social media to promote your studio without our express consent and only subject to whatever conditions and requirements we may impose, which shall include strict compliance with our social media policies. (Franchise Agreement, Section 15.3). You may not secure or register any domain names relating to your Studio Pilates International studio or that contain any of our trademarks. (Franchise Agreement, Section 19.78).

#### 6. Marketing Fund

You must contribute to our system-wide advertising and promotional fund called the Marketing by paying a fee of two percent (2%) of your gross sales. If 50% of the franchisees in the network agree, we may increase the percentage amount which each franchisee must contribute to the Marketing Fund. The fund will be used to support and pay for advertising, marketing and promotion efforts we designate, and associated administrative expenses with the management of the fund. All marketing materials will be prepared by us or our advertising/public relations/promotional agencies. The fund may be used to pay for the costs of researching, preparing, maintaining, administering and directing advertising and promotional materials and programs in the manner that we decide. In addition, the fund may be used for the costs of soliciting prospective franchisees. ~~Because we just started offering franchises, we do not have any historical figures for the percentage breakdown of how the funds were used in the past, or the percentage of the funds that were used to solicit prospective franchisees, but we estimate that the percentage of the fund that will be used to solicit prospective franchisees will be 10-20%.~~ In addition, the fund may be used to pay for the costs of the personnel who manage the advertising and promotional programs for the fund and for reasonable administrative costs and overhead incurred in the activities related to the fund. Company-owned and affiliate-owned studios, if any, will contribute to this fund, at the same rate as that required of franchisees. (Franchise Agreement, Section 18.4). During the last fiscal year of the fund (ending on December 31, 2023), the fund spent 50% of the funds collected in that year on Google Adwords, 20% on other paid digital advertising, 6% on

prizes and promotions, and 3% on digital stack software subscription. The fund did not spend any funds to solicit new franchise sales. The remaining unspent funds have been rolled over to the 2024 fiscal year and will be spent on future marketing fund activity.

We will administer the fund ~~and produce~~ and we will make available to franchisees an annual unaudited financial statement 120 days following the fiscal year end upon request. The fund is not audited. Other than reimbursement for reasonable costs and overhead incurred in activities for the administration or direction of the fund, neither we nor any affiliate will receive any payment for providing services or products to the fund. If we spend more than the contributions accumulated in the fund during any fiscal year, we may receive, on demand, reimbursement in later years to the extent of the excess expenditure. We will not be required to spend any amount from the fund on advertising or promotions in your area. Any local, regional or national advertising efforts may not equitably reach all markets. If any contributions to the fund, including any associated earnings, are not spent in the fiscal year in which they accrue, they will remain in the fund for use in following years. We may terminate the fund at any time, but we will not do so until all monies in the fund have been spent for the purposes described in the franchise agreement or returned to contributors on a prorated basis. (Franchise Agreement Section 18.4).

#### 7. Advertising Cooperatives.

As of the date of this Disclosure Document, we have not yet established any advertising cooperatives in any geographic area. We however anticipate that we will set up cooperative advertising programs in certain geographic areas which we will designate. The geographic area of the advertising cooperative will normally be a city, county, metropolitan area, or state. A cooperative advertising program is designed to pool the funds of studios located within a particular geographic area in an effort to create more effective local advertising campaigns.

The cooperative advertising program will be administered by a council. The members of the council will be nominated and elected by the franchisees located in the advertising cooperative area, subject to our approval. The advertising cooperative must operate from written governing documents prepared by us. We have not yet prepared the governing documents, and so they are not available for you to review.

The council will set the amount of the cooperative advertising program fee, which shall not exceed 2% of gross sales, which shall be uniformly imposed on all franchisees and franchisor-owned studios in the designated geographic area. We will collect the advertising cooperative fee for the council, and remit it to the cooperative advertising council. The fees are not refundable. The council will make the decisions regarding the use of the advertising cooperative funds. (Franchise Agreement, Section 18.5).

The council may decide to prepare annual or periodic financial statements, and to make these statements available for review by the franchisees in the cooperative advertising program area. In that case, the costs of such financial statements, if any, will be paid for from the fees collected for the cooperative advertising program. If we establish an advertising cooperative, we have the power without any limits to change, dissolve or merge any advertising cooperatives that

have been established. Franchisor-owned studios participate in the advertising cooperatives in the same manner as franchisee-owned studios.

INITIAL TRAINING PROGRAM

TRAINING PROGRAM

Segment 1 - Pilates Instructor Training

<b>Subject</b>	<b>Hours of Classroom/Online Training</b>	<b>Hours of Face to Face On-the-Job Training</b>	<b>Location</b>
Anatomy	40 hours of online study	4 hours (one half day) workshop	Online and at your location
How to teach a class – description and demonstration	40 hours of online study	40-42 hours (5 or 6 days) face-to-face course	Online and at your location
How to teach a class – on-the-job training and shadowing	10 hours of online study	15-30 hours of on-the-job training	Online and at your location

Instructors for this segment include:

1. Holly Heath. Holly has been an Instructor Trainer, in the Asia Pacific region, for our affiliates, Studio Pilates International Australia Pty Ltd. and Studio Pilates International Franchise Pty Ltd., since 2019. She has 4 years’ experience in the field of Pilates instruction, which is the subject taught.

~~1.2.~~ James Mangahas. James has been the Global Instructor Training Director for our affiliates, Studio Pilates International Australia Pty Ltd. and Studio Pilates International Franchise Pty Ltd., since 2009. He has 15 years’ experience in the field of Pilates instruction, which is the subject taught. He is a University qualified physiotherapist in Australia.

~~2.3.~~ Natalie Dwyer. Natalie has been the National Instructor Training Manager, Asia Pacific, for our affiliates, Studio Pilates International Australia Pty Ltd. and Studio Pilates International Franchise Pty Ltd., since 2015. She has 7 years’ experience in the field of Pilates instruction, which is the subject taught.

~~3. Holly Heath. Holly has been an Instructor Trainer, in the Asia Pacific region, for our affiliates, Studio Pilates International Australia Pty Ltd. and Studio Pilates International Franchise Pty Ltd., since 2019. She has 4 years’ experience in the field of Pilates instruction, which is the subject taught.~~

4. Jade Winter. President and Director. (See Item 2). He has 20 years’ experience in the field of Pilates instruction, which is the subject taught.

5. Jacqueline Tuorto. Jacqueline has been an Instructor Trainer, with Studio Pilates International USA since 2021. She has 23 years’ experience in the field of Pilates instruction, which is the subject taught.
6. Kathy Abbot. Kathy has been an Instructor Trainer, with Studio Pilates International USA since 2020. She has 10 years’ experience in the field of Pilates instruction, which is the subject taught
7. Greg D’Adamo. Greg has been an Instructor Trainer, with Studio Pilates International USA since 2023. He has 3 years’ experience in the field of Pilates instruction, which is the subject taught.

Segment 2 - Business Operations Training

<b>Subject</b>	<b>Hours of classroom/online training</b>	<b>Hours of on-the-job/face-to-face training</b>	<b>Location</b>
Franchisee Induction	Two hours online training		Online
Business Bootcamp	Five hours online training		Online
Daily Operations	16 hours of online and videoconference		Online and videoconference service
Human Resources	5 hours of online and videoconference		Online and videoconference service
Staffing your Studio and Instructor Training	15 hours of online and videoconference		Online and videoconference service
Marketing & Lead Generation	15 hours of online and videoconference		Online and videoconference service

Team Leadership and Management Operations	10 hours of online and videoconference		Online and videoconference service
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The instructors for this segment include the following:

1. Kimberley Dullahide. ~~Kimberley~~Kimberly has been the Global Business Operations Training Manager for our affiliates, Studio Pilates International Australia Pty Ltd. and Studio Pilates International Franchise Pty Ltd., since 2014, and before that time she operated and managed our affiliate’s location in Hawthorne Queensland, Australia, since 2010. She has 13 ~~years~~years’ experience in the field of Studio Pilates International business operations, which is the subject taught. ~~Kimberley~~Kimberly is supported by her Business Operations Training team including Holly Heath, ~~Adrian Petrovic,~~Rachel Perrin and Sam Summerfield and Hanna Campbell who also provide this training to franchisees. Kimbely will be on maternity leave returning the last quarter of 2024. In the interim, Holly Heath will be the interim training manager.
2. Jackie Hill. Jackie has been the National Marketing Manager, in the Asia Pacific region, for our affiliates Studio Pilates International Australia Pty Ltd and Studio Pilates International Franchising Pty Ltd, since January 2023, and has been performing key marketing roles for these companies since November 2022. She has over 15 years of marketing experience, working in various management roles and with international companies.

The materials used for this segment include our online course content, videos, written materials, and online pre-course exams, online post-course exams, and practical assessments.

The initial training program is required for you and any of the persons named in your Franchise Agreement as “Key People.” The “Key People” are the people who you identify when you sign the Franchise Agreement that will be responsible for personally supervising the operation of the Franchised Business and that will be devoting their full time and attention to the carrying on of the Franchised Business.

The initial training program will be conducted on an as-needed basis, when we add a new franchisee. You must complete the initial training program at least thirty days before you open your Franchised Business.

Additional training or refresher courses are only required on an as-needed basis, if you or we decide that you or certain Key People require additional training. If an additional training or refresher course is required, you must pay us our then current additional training fees.

You must pay the travel and lodging expenses for our instructor to travel from Australia to your location for the face to face and on-the-job training. You must pay the wages and benefits for your own employees who attend the initial training or additional training. All of the training will take place either online, via videoconference, or at your location.

## Item 12 TERRITORY

Your right to operate a Studio Pilates International studio pursuant to a Franchise Agreement is limited to the location set forth in the franchise agreement. ~~You are not granted any minimum territory.~~

Your site may not be changed without our written approval and compliance with our relocation procedures, and you may not operate out of any site other than the approved site ~~within the territory~~ without our written approval. All sales must be made from the approved site. ~~You are not allowed to conduct marketing directed to people outside your protected territory, including use of other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, without our prior written approval.~~

Unless you have signed a Multi-Unit Option Addendum with us, you do not have a right to develop and open additional Studios. You do not have any options or similar rights to acquire additional Studios.

If you enter into a Multi-Unit Option Addendum to open additional locations, you will pay us a non-refundable additional option fee of ~~\$2535~~,000 for one additional location, or ~~\$4060~~,000 for two additional locations, to be paid when you sign the Multi-Unit Option Addendum. The Multi-Unit Option Addendum gives you the option to open one additional studio over a one year period, or two additional studios over a two year period, under the terms of our then-current form of franchise agreement within your agreed development territory. We will approve sites for the additional Studios under the Multi-Unit Option Addendum using our then-current site criteria. Upon establishing each additional location under the Multi-Unit Option Addendum, you will be required to sign a then-current Franchise Agreement, which may differ from the current Franchise Agreement included with this Franchise Disclosure Document.

~~You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, from other channels of distribution or competitive brands that we control.~~

If you have not determined your location at the time you sign the Franchise Agreement, you must select the site for your Studio from within the non-exclusive "Search Area" identified in Schedule 2 to your Franchise Agreement. The Search Area will be agreed upon by you and us before your execution of the Franchise Agreement and may range from a portion of a city or an unincorporated area to a single or multi-county area. We identify the Search Area for the sole purpose of facilitating the orderly development of the market, and not for purposes of granting you any exclusivity or protection within the Search Area. The Search Area description set forth in Schedule 2 is subject to change upon mutual written agreement by you and us. You have no rights in the Search Area other than the right to identify a proposed site for your Studio in that Search Area. You must identify a location within the required time. We must approve your location. As a condition for our approval of your location and Protected Territory, you must provide us with a signed Consent and Release Form, in the form attached to this disclosure document.

Once your location is determined, we will designate a territory in your franchise agreement or the Location Addendum in which we may not franchise or license others, and we may not directly or indirectly develop, to own, lease, construct or operate, a Studio Pilates International studio in the geographic area covered by your territory. ~~We may offer similar or dissimilar services or products in your~~ designated in your franchise agreement (“Protected Territory”). The shape and size of the Protected Territory will be determined by the Franchisor based on the density of population and other demographics. There is no minimum area that we are required to designate for your Protected Territory. You are not allowed to conduct marketing directed to people outside your Protected Territory, including use of other channels of distribution, such as the Internet (other than the authorized use of approved social media pages owned by the Franchisor and shared with the Franchisee), catalogue sales, telemarketing, or other direct marketing, without our prior written approval, except that we do permit you to market to your immediately adjacent territory provided that it is not already sold to another franchisee. You are not authorized to use the internet for marketing except for using social media pages which we approve and own, and which we share with you. The Franchisor may use the internet to market your franchise on your behalf. This marketing may be displayed in your Protected Territory and it may be displayed in others. Conversely, internet-based marketing for our other franchisees may be displayed in your Protected Territory. We may offer similar or dissimilar services or products in your protected territory through alternative channels of distribution while using our principal trademark, and while using trademarks other than our principal trademark. We do not pay franchisees any compensation for soliciting or conducting business within the franchisee’s ~~territory.~~ protected territory. You will not receive an exclusive territory, in the sense that you may face competition from other channels of distribution or other competitive brands that we control.

You are required to meet the minimum monthly sales requirements that will be specified in the schedule to the franchise agreement. If you do not meet these monthly sales figures, we have the right to terminate the franchise agreement, or to impose other requirements in lieu of termination such as modification of your protected territory.

We have not established other franchises or company-owned outlets or another distribution channel offering or selling similar products or services under a different trademark. We have not established, nor do we presently intend to establish, other franchised or company-owned businesses that are similar to the Studio Pilates International business and that sell our approved products and services under a different tradename or trademark, but we reserve the right to do so in the future without your consent.

### **Item 13** **TRADEMARKS**

We grant you the non-exclusive right and obligation to operate a studio using our trademarks, including the stylized design of “SP Studio Pilates International”, and such other trademarks, service marks, trade names, logos, trade dresses, and commercial symbols ("trademarks") that we make available to you, for providing services and products under the Studio Pilates International Business System. You may not use any of our trademarks as part of any legal entity name, web site address, email address, domain name or other identification in any print,

electronic or other medium, or with any prefix, suffix or other modifying word, term, symbol or design. You may not use our trademarks for the sale of unauthorized services or products or in any manner we have not authorized in writing. All rights in and good will from the use of our trademarks accrue solely to us.

#### Trademark Registration

Our affiliate, Studio Pilates International Pty Ltd, as trustee for, The Studio Pilates IP Trust, has registered the principal trademark, a stylized design of “SP Studio Pilates International” below on the Principal Register of the United States Patent and Trademark Office, in the categories of fitness services and franchise services. Fitness Services: Reg. No.: 4204256. Reg. Date: Sept. 11, 2012; Franchise Services: Reg. No. 5901254; Reg. Date: Nov. 5, 2019. All required affidavits have been filed.



~~The Franchisor maintains sublicensing rights in conjunction with franchising activity through a series of license agreements. The first license agreement was executed on October 30, 2017, by and between The Studio Pilates IP Trust and Studio Pilates International Hong Kong Holdings Limited. Then, on October 29, 2018, Studio Pilates International Hong Kong Holdings Limited entered into a license agreement with Studio Pilates International London Ltd. Finally, on November 12, 2018, Studio Pilates International London Ltd. entered into a license agreement with Franchisor, Studio Pilates International USA Corp. permitting the Franchisor to use and sublicense use of the relevant intellectual property to Franchisees. If our rights under our agreement with our affiliates giving us the right to use and sublicense the Marks is terminated, then our affiliate can assume all of our rights and obligations under the Franchise Agreement. We have the right to use and sublicense the Marks under a ten-year license agreement, with two renewal terms of ten-years each, between Studio Pilates International Pty Ltd. and us, dated May 27, 2024 (“Trademark License Agreement”), which permits us to use and sublicense use of the relevant intellectual property to Franchisees. The Trademark License Agreement can only be terminated for cause. If our rights under the Trademark License Agreement are terminated, then our franchise agreements with our Franchisees shall be immediately transferred from us to our affiliate Studio Pilates International Pty Ltd.~~

#### Superior Prior Rights or Infringing Uses

We are not aware of any claims of superior prior rights or infringing uses that could materially affect your use of the Mark.

#### Determinations

No patents are material to the franchise.

### Copyrights

Various marketing, sales, training, management and other materials (including Studio Pilates International specifications and plans) that we have created or may create in the future are and will be protected under the U.S. Copyright Act, whether or not we have obtained registrations. You may use these copyrighted materials during the term of the franchise, in a manner consistent with our ownership rights, solely for the purpose of promoting your franchised business.

There are no currently effective determinations of the U.S. Copyright Office (Library of Congress) or any court, nor are there any pending infringement, opposition or cancellation proceedings or material litigation, involving the copyrighted materials that are relevant to their use by our franchisees.

There are no agreements currently in effect that significantly limit our right to use or license the use of our copyrighted materials in any manner material to the franchise. All of the provisions in Item 13 under the heading "Protection of Rights" also apply to copyrights.

We do not know of any superior rights in or any infringing uses of our copyrighted materials that could materially affect your use of the copyrighted materials.

### Proprietary Information

We have proprietary, copyrighted manuals that include guidelines, standards and policies for the operation of your business, and other proprietary, copyrighted materials. Item 11 describes the manuals and the manner in which you may use them. All proprietary manuals and materials provided to you are for your exclusive use during the term of the franchise, and may not be reproduced, copied, loaned to, used by or shown to any person outside the Studio Pilates International system without our permission.

## **Item 15** **OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE** **FRANCHISE BUSINESS**

We strongly believe that the success of your franchised business will depend to a large extent on your personal and continued efforts, supervision and attention. You (if you are an individual) and any other managers who you identify in the schedule to your franchise agreement as "Key People", are required to personally supervise the operation of the studio, must devote their full time and attention to the carrying on of the business, and are not allowed to be part of or conduct a similar business. The "Key People" are not required to have an equity interest in your franchised business, but they must successfully complete training.

You must have each manager, employee, independent contractor or person attending initial training sign a confidentiality and non-~~competitionsolicitation~~ agreement before you grant him or

her access to our manuals or any other confidential information, in which he or she agrees to the confidentiality of the Studio Pilates International system, agrees not to use any information about the system for his or her own benefit without consent, and agrees not to compete in certain respects with your business and other franchisees' businesses.

If you are a legal entity, each shareholder, principal officer, partner, or member must personally guarantee your obligations under the franchise agreement by signing the franchise agreement as a guarantor, and will be personally bound by, and personally liable for breach of, the franchise agreement.

### **Item 16** **RESTRICTIONS ON WHAT FRANCHISEE MAY SELL**

You must market, supply and sell only those services and products that we specify, strictly in accordance with the Operations Manual and all directions issued by us. You must not make any changes or alterations to the services and products without our prior written consent. You must supply the whole range of the products and services we specify.

We must approve all services and any products sold within your franchised business. You will receive a list of approved services and products in our Operations Manual or in other written communications from us. We may amend the list from time to time. You may not use or permit the use of your premises for any other purpose or activity at any time without first obtaining our written consent.

You must be open for business each week for minimum hours and days as stated in our Operations Manual, or other written notice from us, unless you are limited by local government regulation, you obtain a written variance from us, or we require you to allow us to use your Studio for local training.

You are not restricted in the consumers to whom you may sell your approved services or products. However, you may sell services or products only at the premises of your Studio Pilates International studio. Your advertising should be conducted primarily within your protected territory.

From time to time, but not more than two times in any twelve-month period, we may require you to allow us to use your studio to host a multi-day local training course for new franchisees or prospective staff. Each time we use your studio for a training course, the training course may last up to ~~8~~6 days. During each course, it is possible that you may be unable to operate your regularly scheduled classes for up to 8 hours each day of the course. Most of the time, but not always, the training courses may operate outside of the standard class times in most locations and will often be held in quieter times of the day. As a result of the local training courses, you may need to cancel some of your regularly scheduled classes during the local training courses and try to place customers into alternate class times. We will give you reasonable advance notice when we need to use your studio for a local training course. You will not receive any reimbursement for any lost revenue caused by the fact that we are using your studio or any costs incurred by you during the time that we are using your studio.

**Item 17**  
**RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION**

**This table lists certain important provisions in the franchise agreement and related agreements. You should read these provisions in the agreements attached to this disclosure document.**

Provision	Section in Franchise Agreement	Summary
(a) Term of the franchise	2.1 and Schedule 2	Normally 10 years. Length of term shall be negotiated with Franchisor and set forth in Schedule 2.
(b) Renewal or extension of the term	26	You have the right to renew for a renewal term, if you meet the requirements for renewal. The length of the renewal term shall be negotiated with Franchisor and set forth in Schedule 2.
(c) Requirements for franchisee to renew or extend	26.1	Notice by you, you are not in default, you pay us the renewal fee, you pay our costs for renewing including legal costs of preparing any necessary documentation, we are still offering new franchises, and you sign our then current form of Franchise Agreement which may contain terms which are materially different than your then-existing Agreement.
(d) Termination by franchisee	Not Applicable	Not applicable.
(e) Termination by franchisor without cause	Franchise Agreement, Section 27.5, and Multi-Unit Option Addendum, Section 23.	The Franchise Agreement does not provide for termination without cause, except that termination of any Multi-Unit Addendum permits Franchisor to also terminate single unit Franchise Agreements entered into under the Multi-Unit Option Addendum, and termination of any Multi-Unit Option Addendum due to the franchisee's fault permits franchisor to also terminate any single unit Franchise Agreement.
(f) Termination by franchisor with cause	27	We may terminate the franchise with cause.
(g) "Cause" defined-curable defaults that can be cured	27.2 and 27.3	The following events constitute curable defaults: failure to make payment to Franchisor; failure to submit reports; failure to comply with <u>Operations Manual</u> and standards of conduct; unauthorized use of trademarks or intellectual property; failure to hold confidential information in confidence; failure to comply with non-competition restrictions; failure to comply with any other obligation not mentioned in (h) below.

(h) "Cause" defined-defaults that cannot be cured	27.1, 27.4, 27.5	The following events constitute non-curable defaults: franchisee acts fraudulently in connection with the operation of the studio; franchisee is the subject of a bankruptcy petition, becomes bankrupt, or is insolvent; franchisee has an administrator or receiver appointed to all or any of its assets; franchisee has an application or other steps made for winding up or dissolution; conviction of the franchisee or a principal of the franchisee of a felony, any financial crime, any crime involving misrepresentations, any crime of moral turpitude, or any crime demonstrating reckless disregard for the physical safety of others; franchisee conducts franchised business in a way that endangers public health or safety, franchisee voluntarily abandons the studio or the franchise relationship, principals or franchisee losses license required to carry on the studio; franchisee fails to honor on more than 2 occasions during any 12 month period any payment obligation; franchisee repeatedly or consistently fails to pay any amount due in connection with operating the studio franchisee or its principals carry on the studio business in such a manner that harms or adversely affects the reputation or goodwill of the franchise system, the franchisor, or any other franchisee; studio business is not profitable; studio business does not meet 50% of the minimum financial performance standards for six months in a row; or franchisor terminates any other agreement with the franchisee including a Multi-Unit Option Addendum due to fault of the franchisee.
(i) Franchisee's obligations on termination or non-renewal	28	Franchisee's obligations include: cease operation of the studio; take action or make modifications to the studio as directed by franchisor such as removing signs; stop using the System and the Intellectual property including the Marks; stop using the confidential information of the franchisor; stop participating in the franchise network; stop representing or holding itself out as a franchisee or being associated with the franchisor or the franchise network; deliver to franchisor all written materials relating to the studio; transfer to franchisor the right to use the telephone number of the studio; transfer to franchisor any lease for the studio premises; transfer to franchisor the equipment, fittings and fixtures of the studio business; and transfer or cancel the rights to use the studio name.
(j) Assignment of agreement by Franchisor	25.1	Franchisor may assign, and put a lien on, our rights and obligations, provided that, in the case of an assignment, franchisor obtains from the assignee a promise it will observe the terms of the franchise agreement, and in the case of a lien, franchisor obtains a promise from the person holding the lien that it will recognize and be bound by the franchisee's rights under the franchise agreement.
(k) "Transfer" by franchisee - defined	25.2	Transfer means to sell, pledge, mortgage, encumber, charge, assign, license or declare a trust, or otherwise dispose of the rights granted under the franchise agreement.
(l) Franchisor's approval of transfer by franchisee	25.2	Franchisor must approve in writing all transfers.
(m) Conditions for Franchisor's approval of transfer	25.2	Franchisor will only approve a transfer if you request in writing our consent to transfer, you provide us with information about the proposed transfer including name of proposed transferee, financial statements of the proposed transferee, the proposed sale contract, and details of the proposed transferee's business history and experience; you pay the Franchisor's costs of giving consent; you pay the transfer fee; <u>you refurbish and update the Studio and equipment to our then-current specifications and standards</u> , you provide Franchisor and its

		affiliates and their principals with a signed general release of all claims; the proposed transferee is likely to meet the financial obligations under the franchise agreement, the proposed transferee is of good moral character and has sufficient business experience, aptitude and financial resources to own and operate the studio; the price and terms of payment of the proposed transfer are reasonable, the proposed transferee agrees in writing to enter into the then current franchisee agreement, the proposed transferee obtains guarantees from its principals, proposed franchisee agrees to attend training, franchisee has paid any amounts owing to the franchisor, franchisee had not breached the franchise agreement and has not failed to remedy any such breach.
(n) Franchisor's right of first refusal to acquire franchisee's business	25.3	Franchisor may match any offer.
(o) Our option to purchase your business	28.4	On expiration or termination of the franchise, Franchisor has the right (but not the duty) to take transfer of the lease, the equipment, the telephone number, and the business name.
(p) Franchisee's death or disability	9.2[c], 25.65	In the event of the death or disability of the franchisee (if it is an individual) or one of the key people, the franchisee may ask the franchisor to approve a replacement which satisfies the franchisor's selection criteria and is a suitable person to operate the studio. If franchisee does not locate, and franchisor does not approve, a suitable replacement within 60 days, then the franchisor may terminate the franchise agreement. Franchisor has the right to appoint a manager until a replacement or successor is approved, and Franchisor will keep the revenue from the operation of the studio during such period as compensation for the management services
(q) Non-competition covenants during the term of the franchise	24.1	No engaging in a similar business; no providing similar products or services; no enticing away any customers from franchisor or other franchisees, and no attempting to hire away an <del>employees</del> employee of franchisor or other franchisees.
(r) Non-competition covenants after the franchise is terminated or expires	24.2	For a two year period, no engaging in a similar business or providing similar products or services in your territory and within a <del>thirty</del> ten mile radius of your former location or the location of any other franchisee; for a two year period, no enticing away any customers from the franchisor or other franchisees; and for a two year period, no attempts to hire away any employees of franchisor or other franchisees.
(s) Modification of the agreement	4.4, 5.4, and 33.8	The franchise agreement cannot be modified without written consent signed by both parties, but we can change the requirements in our <u>Operations</u> Manual and we can modify the Business System without franchisee's consent.
(t) Integration or merger clause	33.414	Only the terms of the franchise agreement are binding (subject to state law). Any other promises outside the disclosure document and franchise agreement may not be enforceable. Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.
(u) Dispute resolution by mediation	29.1	Except for certain claims, all disputes must be mediated under the JAMS mediation rules, at the JAMS office nearest to franchisee's studio.

(v) Choice of forum	29.2	Subject to applicable state law, except for certain claims, arbitration conducted by a single arbitrator under JAMS Rules at the JAMS office in New York, New York, or the JAMS office nearest the franchisor’s principal office in the United States. Arbitration demand must be made within one year after the claim arises.
(w) Choice of law	33. <del>22</del>	Subject to applicable state law, Delaware law applies.

**Item 18**  
**PUBLIC FIGURES**

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

**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.

This Item 19 discloses the historical financial information regarding the four ~~(4)~~ United States franchised Studio Pilates International studios (a) that were open and continuously operating during the twelve-month period beginning ~~April~~ January 1, 2022~~2023~~ and ending ~~March~~ December 31, 2023 (the “Measurement Period”), and (b) that ~~uses~~ use at least 12 Pilates Reformer exercise machines as required by our current System requirements for new franchisees (referred to as “Representative Studio”). No outlets were excluded.

This information was provided to us by the owners of the Representative Studios. ~~We have not audited this information or independently verified this information.~~

Written substantiation of the financial performance representation will be made available to the prospective franchisee upon reasonable request.

**Some outlets have earned this amount. Your individual results may differ. There is no assurance that you’ll sell as much.**

~~We have provided figures both on a per-month basis and for the entire 12-month period.~~

**AVERAGE MONTHLY GROSS REVENUE FOR THE REPRESENTATIVE STUDIO DURING THE MEASUREMENT PERIOD**

The average Monthly Gross Revenue for the Representative Studio during the Measurement Period was ~~\$31,29447,680~~. The highest reported Monthly Gross Revenue was ~~\$137,080-177,064~~. The median reported Monthly Gross Revenue was ~~\$21,82931,624~~. The lowest reported Monthly Gross Revenue was ~~\$7,0078,240~~.

~~**AVERAGE ANNUAL GROSS REVENUE FOR THE REPRESENTATIVE STUDIO DURING THE MEASUREMENT PERIOD**~~

~~The average total Gross Revenue for the Representative Studio during the 12-month Measurement Period was \$375,522. The highest reported total Gross Revenue for this 12-month period was \$785,638. The median reported total Gross Revenue for this 12-month period was \$260,916. The lowest reported total Gross Revenue for this 12-month period was \$194,619.~~

~~**Your individual results may differ. There is no assurance that you will earn as much.**~~

Explanatory Notes to the Figures Above

1. Gross Revenue. The term “Gross Revenue” means the total revenue of a franchised Studio, including all membership and class packages revenue and retail sales, excluding taxes. Gross Revenue may not include certain income that the Studio may have generated from third-party vendors by virtue of promotions run by the Studio through those third-party vendors because these vendors were not able to provide us with the full reports detailing the income at issue as of the Issue Date of this Disclosure Document.

2. Average Gross Monthly Revenue; Median Gross Monthly Revenue. The “Average Gross Monthly Revenue” was calculated by taking the sum of the Gross Monthly Revenue generated by the Representative Studios over the Measurement Period, and dividing that figure by twelve. We determined the median by taking the “middle value” amongst all the monthly values reported by the Representative Studios after the figures have been sorted from smallest to largest.

3. Low Reported Monthly Gross Revenue. The Low Reported Monthly Gross Revenue in the Measurement Period was for the month of May.

Other than the preceding financial performance representation, Studio Pilates International does not make any 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 Jade Winter at ~~(917) 310-3883011~~ (61) 412031550 or at [franchising@studiopilates.com](mailto:franchising@studiopilates.com), the Federal Trade Commission, and the appropriate state regulatory agencies.

**Item 20**  
**OUTLETS AND FRANCHISEE INFORMATION**

**Table No. 1**

**System-Wide Outlet Summary**  
For Years ~~2020~~2021 to ~~2022~~2023

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	<del>2020</del> 2021	<del>0</del> 1	<del>1</del> 3	<del>1</del> 2
	<del>2021</del> 2022	<del>1</del> 3	<del>3</del> 4	<del>2</del> 1
	<del>2022</del> 2023	<del>3</del> 4	<del>4</del> 5	1
Company- Owned or Affiliate Owned	<del>2020</del> 2021	0	0	0
	<del>2021</del> 2022	0	0	0
	<del>2022</del> 2023	0	0	0
Total Outlets	<del>2020</del> 2021	<del>0</del> 1	<del>1</del> 3	<del>1</del> 2
	<del>2021</del> 2022	<del>1</del> 3	<del>3</del> 4	<del>2</del> 1
	<del>2022</del> 2023	<del>3</del> 4	<del>4</del> 5	<del>4</del> 1

There were no company-owned outlets anywhere in the United States from ~~2019~~2021 to ~~2022~~2023.

**Table No. 2**  
**Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)**  
For Years ~~2020~~2021 to ~~2022~~2023

State	Year	Number of Transfers
Total	<del>2020</del> 2021	0
	<del>2021</del> 2022	0
	<del>2022</del> 2023	0

Note: No outlets have been transferred to new owners from franchisees in any states in the years set forth in the table above.

**Table No. 3**  
**Status of Franchised Outlets**  
**For Years ~~2020~~2021 to ~~2022~~2023**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
California	<del>2020</del> 21	0	0	0	0	0	0	0
	<del>2021</del> 22	0	0	0	0	0	0	0
	<del>2022</del> 23	0	0	0	0	0	0	0
New York Connecticut	<del>2020</del> 21	0	0	0	0	0	0	0
	<del>2021</del> 22	0	+0	0	0	0	0	+0
	<del>2022</del> 23	+0	0	0	0	0	0	+0
Connecticut Illinois	<del>2020</del> 21	0	0	0	0	0	0	0
	<del>2021</del> 22	0	0	0	0	0	0	0
	<del>2022</del> 23	0	0	0	0	0	0	0
Illinois Kentucky	<del>2020</del> 21	0 <del>1</del>	0	0	0	0	0	0 <del>1</del>
	<del>2021</del> 22	0 <del>1</del>	0 <del>1</del>	0	0	0	0	0 <del>1</del>
	<del>2022</del> 23	0 <del>2</del>	0	0	0	0	0	0 <del>2</del>
Kentucky New York	<del>2020</del> 21	0	1	0	0	0	0	1
	<del>2021</del> 22	1	0	0	0	0	0	1
	<del>2022</del> 23	1	1	0	0	0	0	2
North Carolina	<del>2020</del> 21	0	0 <del>1</del>	0	0	0	0	0 <del>1</del>
	<del>2021</del> 22	0 <del>1</del>	+0	0	0	0	0	1
	<del>2022</del> 23	1	0	0	0	0	0	1
	<del>2020</del> 21	0	0	0	0	0	0	0
Texas	<del>2021</del> 22	0	0	0	0	0	0	0

Totals	<del>2022</del> <u>20</u> <del>23</del>	0	0	0	0	0	0	0
	<del>2020</del> <u>20</u> <del>21</del>	1	<del>0</del> <u>2</u>	0	0	0	0	<del>1</del> <u>3</u>
	<del>2021</del> <u>20</u> <del>22</del>	<del>1</del> <u>3</u>	<del>2</del> <u>1</u>	0	0	0	0	<del>3</del> <u>4</u>
	<del>2022</del> <u>20</u> <del>23</del>	<del>3</del> <u>4</u>	1	0	0	0	0	<del>4</del> <u>5</u>

**Table 4**  
**Status of Company-Owned and Affiliate Owned Outlets for Years ~~2020~~2021 to ~~2022~~2023**

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Total	<del>2020</del> <u>2021</u>	0	0	0	0	0	0	0
	<del>2021</del> <u>2022</u>	0	0	0	0	0	0	0
	<del>2022</del> <u>2023</u>	0	0	0	0	0	0	0

**Table No. 5**  
**Projected Openings for the Next Fiscal Year**

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchise Outlet in the Next Fiscal Year	Column 4 Projected New Company-Owned or Affiliate-Owned Outlet in the Next Fiscal Year
California	<del>0</del> <u>1</u>	<del>0</del> <u>2</u>	0
<del>Colorado</del>	<del>0</del>	<del>1</del>	<del>0</del>
Connecticut	0	0	0
<del>Florida</del>	<del>1</del>	<del>1</del>	<del>0</del>
Illinois	0	0	0
Kentucky	0	<del>0</del> <u>1</u>	0
<del>Minnesota</del>	<del>1</del>	<del>1</del>	<del>0</del>
New <del>York</del> Jersey	1	1	0
<del>Colorado</del> New York	1	<del>1</del> <u>2</u>	0
North Carolina	0	0	0
<del>Tennessee</del>	<del>1</del>	<del>1</del>	<del>0</del>
Texas	0	0	0
<b>Total</b>	<del>2</del> <u>6</u>	<del>2</del> <u>10</u>	0

Attached as Exhibit F is a list of the current franchisees, with address and telephone numbers, as of December 31, ~~2022~~2023.

Attached as Exhibit G is a list of the franchisees who had an outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the ~~most recently complete who have left the system during the year 2022~~year 2023 or who has not communicated with the franchisor within 10 weeks of the disclosure document issuance date.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three (3) fiscal years, there are no current or former franchisees that have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our system.

There are no trademark specific franchisee organizations associated with the Studio Pilates International system.

## **Item 21** **FINANCIAL STATEMENTS**

Exhibit D includes our audited financial statements, as of December 31, ~~2022~~2023, December 31, ~~2021~~2022, and December 31, ~~2020~~2021, and unaudited financial statements as of March 31, 2024.

## **Item 22** **CONTRACTS**

Exhibit A includes the Franchise Agreement and all related agreements, as follows:

Franchise Agreement (Exhibit A):

Schedule 1	Franchisee and Guarantor Information
Schedule 2	Data Sheet <del>, including Schedule 2.1 (Territory Map)</del> and <del>Schedule 2.2 (Location Addendum)</del>
Schedule 3	Fees and Royalties
Schedule 4	Initial Inventory
Annex A	Confidentiality and Non- <del>Competition</del> <u>Solicitation</u> Agreement
Annex B	Form of Consent and Release
Annex C	Multi-Unit Option Addendum

## **Item 23**

## OPERATIVE PROVISIONS

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

The following definitions apply in this document:

**Additional Training Costs** means the amount payable by the Franchisee to the Franchisor for Additional Training in accordance with clause 16.7.

**Agreement** means this agreement.

**Approved Contractor** means the person or company (which may be the Franchisor or a Related Entity) designated in writing by the Franchisor from time to time as the approved contractor to conduct the Build-Out of the Premises.

**Approved Supplier** means the person or company (which may be the Franchisor or a Related Entity) designated in writing by the Franchisor from time to time as the supplier of the Products, Services or Initial Stock.

**Build-Out** means the total work to be carried out in preparing the Premises to reflect the Image and enable the operation of the Franchised Business, which must be compliant with the Franchisor's specifications included in the Manual.

**Business Day** means any weekday other than a federal holiday.

**Business Hours** means the minimum hours of business that the Franchisee is required to conduct the Franchised Business being such hours specified in the Manual.

**Business Name** shall be the words "Studio Pilates International" followed by the name of the city, town, municipality, borough, or county, suburb in which the Premises is located, to be specified in Schedule 2.

**Business Operations Training** means the training in the operation and management of the Business System provided by the Franchisor as part of the Initial Training Program, in accordance with clause ~~17~~16.1(c).

**Business System** means the distinct and comprehensive business system owned by, or under licence to, us for the operation of the Franchised Business in accordance with the Manual and utilising the Intellectual Property.

**Business Training Costs** means the cost of the Business Operations Training specified in Schedule 3 and as altered by the Franchisor from time to time during the Term and specified in the Franchisor's current Disclosure Document.

**Collateral** means all ~~personal property~~ equipment, furniture, fixtures and fittings and all items used in the Operation of the Studio.

**Computer Software** means the computer software which may be developed by or under licence to us in connection with the Business System, which may be modified from time to time,

and which is or may be licensed to the Franchisor and other members of the Network, including but not limited to SPTV and any accounting or bookkeeping software.

**Confidential Information** means the following whether written, electronic or in any other form:

- (a) the Business System;
- (b) the Intellectual Property;
- (c) the Manual, including any amendments to it and notices or guidelines issued under it;
- (d) all documents and files created or used in connection with the Business System and the Franchised Business;
- (e) all ideas, concepts, trade secrets, know-how, knowledge, systems, processes, formula, accounting information, financial statements, marketing plans, training programs, customer lists, supplier lists, records, computer data bases, computer systems, website coding, Computer Software and technology created or used in connection with the Business System and Franchised Business;
- (f) this Agreement;
- (g) all information designated by a member of the Network as being confidential;
- (h) copies of Confidential Information; and
- (i) any other information capable of protection in equity as confidential information,

but does not include information which is or becomes public knowledge, unless it became public knowledge through a breach of this Agreement in which case it remains Confidential Information.

**Confidentiality and Non-~~Competition~~Solicitation Agreement** means the form of confidentiality and non-~~competitionsolicitation~~ agreement in Annex GA.

**CPI or Consumer Price Index** refers to the Consumer Price Index for All Urban Consumers (CPI-U) for all items, in the Census Region where the Premises are located, published by the United States Bureau of Labor Statistics.

**Compliance Questionnaire** means the form of acknowledgment attached as Annex DExhibit H.

**Cooperative Advertising** means the combined advertising program of two (2) or more franchisees within a common market that Franchisor may require for Studios within a particular local area.

**Cooperative Advertising Program Fee** means the cooperative advertising program fee set by the council of a Cooperative Advertising program established by the Franchisor for the area in which the Franchisee is located, payable by the Franchisee, under clause 18.5.

**Copyright** means rights of copyright developed or acquired in relation to the Business System, including but not limited to copyright in the Products and the Manual.

**Gross Sales** means all income whatsoever received by the Franchisee from the sale of the Products and Services, other products or services, or from any other person, and notwithstanding that the sale may have been made in breach of this Agreement. The gross sales will be reduced by all refunds made to customers in good faith in accordance with the policies specified in the Manual, and will not include any sales tax or other tax which is separately stated and which the Franchisee may be required to and does collect from customers and pay to any federal, state or local taxing authority.

**Guarantors** means those individuals described in Schedule 1.

**Half Yearly Financial Statements** means financial statements for the six month period ending on the preceding 30 June or 31 December whichever is the later, which must confirm with Generally Accepted Accounting Principles (GAAP).

**Image** means the distinctive image, brand, goodwill, reputation and recognisable common appearance of the Network created by the use of the Intellectual Property and compliance with the Business System.

**Improvements** means all:

- (o) improvements, enhancements or modifications to and adaptations of any item of Intellectual Property; and
- (p) discoveries, innovations or inventions in connection with carrying on the Franchised Business,

made from time to time by us, Franchisee or any member of the Network.

**Initial Franchise Fee** means the initial fee payable by the Franchisee to the Franchisor as specified in Schedule 3.

**Initial Inventory** means those items of inventory required for the Franchised Business on the Opening Date as listed in ~~Annex D~~ Schedule 4.

**Initial Training Program** means the initial training program described in clause 16.1, including the Pilates Platinum Training Course and the Business Operations Training.

**Intellectual Property** means:

- (q) the Marks, Patents and Designs;
- (r) Copyright in all material produced by or for, or licensed to, Franchisor that is capable of copyright protection;
- (s) the Confidential Information;
- (t) the Improvements;
- (u) the Manual;
- (v) the Image;
- (w) the Business System;

- (x) SPTV;
- (y) all domain names associated with the Business System or Network;
- (z) the Business Name;
- (aa) the Customer List;
- (bb) Studio design concepts, floor plans, studio layouts;
- (cc) Scripts, including voiceover scripts, training methods, client enquiry procedures and telephone procedures.

**Key People** means the individuals named in Schedule 1.

**Lease** means the lease for the Franchised Business at the approved Location.

**Lease Effective Date** means the effective date of the Lease.

**Location** means the location for the Premises approved by Franchisor, identified in Schedule 2, or to be identified in ~~Schedule 2.2~~ the Location Addendum.

**Manual** means the ~~manual owned by, or under licence to, the Franchisor specifying operational information, policies, procedures, policiesguidelines, technical specifications, quality and safety standards, service standards, accounting requirements, and other rulesrequirements and procedures, in relation to the Business System, Products and Services, including any variationswhich we provide to you via an internal secure electronic learning platform which we call Huddle. Access to the Manual, any notices or guidelines issued by the Franchisor in accordance with the manual, and any versions is restricted to our franchisees and is protected by a personal login and password to ensure confidentiality. Each section of the Manual created specifically for franchisees.contains detailed sub-sections or folders relating to the topic. We may modify, revise and update the content to reflect the latest operational practices, procedures, and compliance quidelines. We can make these revisions at any time.~~

**Marketing Fund** means the fund referred to in clause 18.4.

**Marketing Fund Fee** means the marketing fee payable by the Franchisee under clause 18.4, as specified in Schedule 3.

**Marketing Launch Package Fee** means the fee payable by the Franchisee as specified in Schedule 3.

**Marketing Materials** means brochures, flyers, advertisements and all other documents and material (whether written, electronic or in any other form) used for marketing and promoting the Franchised Business.

**Marks** means the trade or service marks, registered and unregistered, and any other trademarks created or registered by or for us in relation to the Business System.

**Minimum Performance Standard** means the performance standard set out in Schedule 3, and any other minimum performance standards determined under clause ~~48.3~~ 17.2.

**Monthly Sales and Expense Report** means a report of all the Transactions for the previous calendar month.

**Network** means collectively the Franchisor and all Franchisees.

**Opening Date** means the date the Franchised Business actually opens for business to the public.

**Opening Deadline** means the deadline for Franchisee to open the Franchised Business for business to the public, specified in Schedule 2.

**Opening Package** includes the Initial Training Program, Business Operations Training for sales and administrative staff, basic standard Studio design and construction plans, and pre-opening marketing and business operations support.

**Opening Package Fee** means the fee for the Opening Package, specified in Schedule 3.

**Opening Promotion Amount** means the amount specified Schedule 3.

**Owners** means the shareholders, partners, or members of the Franchisee, if the Franchisee is a business entity.

**Patents** means any patents created or registered by us, or for our benefit, in relation to the Business System.

~~**Performance Targets** means the performance targets determined under clause 18.2.~~

**Permitted Purpose** means, in respect of the Franchisee, the operation of the Franchised Business in accordance with the terms of this Agreement.

**Premises** means the premises occupied or to be occupied by the Franchisee to carry out the Franchised Business.

**Principals** means the owners and directors of the Franchisee (if the Franchisee is a body corporate), who at the time of this Agreement are those persons described in Schedule 1.

**Products** means the class packs, DVD, clothing and food products authorised to be sold by the Franchised Business including:

- (a) The various Class Packs made available for purchase by customers of the Franchised Business to facilitate the Franchisee's provision of the Services, as specified in the Manual;
- (b) Studio Pilates International Workout Mat;
- (c) Studio Pilates International Pilates Socks;
- (d) Studio Pilates International branded clothing and merchandise lines made available by the Franchisor; and

Any other products required or approved by us to be marketed, supplied and sold in connection with the Franchised Business from time to time.

**Reformer Equipment** means the reformer equipment to be purchased or leased by the Franchisee for use in the provision of the Services in accordance with clause 15 in the minimum number specified in Schedule 2.

**Related Entity** means a related or affiliate entity of the Franchisor.

**Relevant Person** means the Franchisee, Principals, Guarantor/s, Shareholders and any Related Entity of each of them.

**Renewal Fee** means the fee payable under clause 26.1(c) as specified in Schedule 3.

**Restraint Area** means all or any of the following:

- (a) Within the Territory;
- (b) Within a ~~30~~10 mile radius from the Premises; and
- (c) Within a ~~30~~10 mile radius from the premises of any other Franchisee;

**Restraint Period** means a continuous uninterrupted period commencing upon the sale, transfer, expiration or termination of this Agreement regardless of reason or cause, and continuing for two years thereafter.

**Royalty** means the royalty payable by the Franchisee to the Franchisor under clause 3, as specified in Schedule 3.

**Sales Commencement Date** means the date the Franchised Business makes its first sale of any products or services.

**Security Interest** shall have the meaning given to that term under the Uniform Commercial Code.

**Services** means the Pilates class services authorised to be provided by the Franchised Business to its customers including:

- (a) Orientation Workout; and
- (b) Studio Pilates International Platinum Workout System;

and any other services required or approved by us to be marketed and provided in connection with the Franchised Business from time to time.

**Shadowing** means completion of on the job training at a studio within the Network as selected by the Franchisor.

**Stationery** means letterhead, invoices, receipts, purchase orders, business cards, email signature block, paper, accounting documents and other documents or identifying materials used in connection with the Franchised Business.

**Staff** means employees, agents and contractors of the Franchisee.

**Studio** means the Pilates and fitness training studio to be operated in accordance with the terms of this Agreement

**Special Conditions** means those special conditions (if any) set out in Item ~~46~~13 of Schedule 23.

**SPTV** means the method developed by, or under licence to, us for delivering Pilates exercise programs and instructions via a computer network which uses visual images displayed on television screens and projects verbal instructions through speakers.

**Technology FeeSubscription** means the fee specified in Schedule 3, as amended from time to time in accordance with clause 15.2.

**Term** means the term of this Agreement specified in Schedule 2 commencing on the Term Commencement Date.

**Term Commencement Date** means the earlier of the Opening Deadline, the Opening Date, or the commencement date for the Lease for the Premises. Once confirmed, the Term Commencement Date shall be specified and inserted in Schedule 2.

**Territory** means the geographical area specified in Schedule 2 within which the Franchisee may operate the Franchised Business.

**Territory Marketing Amount** means the amount specified in Schedule 3.

**Transactions** means:

- (a) Gross Sales of the Franchisee;
- (b) moneys received by the Franchisee;
- (c) expenses incurred by the Franchisee; and
- (d) any other transactions of the Franchisee broken down into the categories as required by the Franchisor.

**Transfer Fee** means the amount payable by the Franchisee to the Franchisor as specified in Schedule 3.

## 1.2 Rules for Interpreting this Document

This clause 1.2 specifies the rules for interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- (a) The headings are for convenience only and do not affect the interpretation of this document.
- (b) A reference to:
  - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) a document (including this document), or a provision of a document (including a provision of this document), is to that document or provision as amended or replaced;

- (iii) a party to this document, or a party to any other document or agreement, includes that party's executors, administrators, permitted substitutes and permitted assigns;
  - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;
  - (v) anything (including a right, obligation or concept) includes each part of it;
  - (vi) property includes real, personal and intangible property;
  - (vii) any entity, if that entity ceases to exist, is renamed, reconstituted, replaced or dissolved, means persons or entity which succeeds to the entity's powers or functions, or performs most closely the functions of the entity;
  - (viii) a clause, schedule or annex is to a clause of, or schedule or annex to, this document.
- (c) A singular word includes the plural, and vice versa.
- (d) A word which suggests one gender includes any other genders.
- (e) If a word is defined, another part of speech of that word has a corresponding meaning.
- (f) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (g) An obligation on, warranty by, or right of:
- (i) two or more persons; or
  - (ii) a party that comprises two or more persons,
- is the obligation, warranty or right (as the case may be) of those persons jointly and severally.
- (h) Time deadlines are calculated as follows:
- (i) A reference to a financial year is to the period commencing on 1 July in each year and ending on 30 June in the next year, including the appropriate part of that period where this agreement commences after 1 July or ends before 30 June.
  - (ii) If a period expressed in days, beginning on a given day, act or event is provided or allowed for any purpose, the period is calculated by:
    - (A) excluding the day, or the day of the act or event; and
    - (B) including the day on which the purpose is to be fulfilled.

- (iii) If a period expressed in weeks, months or years, beginning on a given day, act or event is provided or allowed for any purpose, the period is calculated from:
  - (A) the day, or the day of the act or event; until
  - (B) the corresponding day in the next appropriate week, calendar month or year.
- (iv) If there is no corresponding day for the purposes of clause 1.2(h)(iii)(B), because of the differing number of days in calendar months, the corresponding day is taken to be the last day of the relevant calendar month.
- (v) If something is to be done on a particular day, it must be done by 5.00 pm on that day.
- (vi) If something is to be done on a day which is not a Business Day then that thing must be done on the next Business Day.
- (i) If an amount payable under this Agreement is to be adjusted according to **CPI**, the adjusted amount shall be calculated on each January 1, beginning at least 12 months after the Term Commencement Date, based on the percentage change from the prior January 1.

## 2. GRANT OF FRANCHISE

### 2.1 Grant of Franchise

The Franchisor grants the Franchisee, upon the terms and conditions in this Agreement, the right and license, and the Franchisee accepts the right and obligation, to operate a single Franchised Business using the Business System for the Term ~~in~~at the ~~Territory~~Location, in strict compliance with the terms and obligations of this Agreement and the requirements of the Manual, as it may be modified from time to time.

### ~~2.2~~ Location

#### 2.2 Site Selection.

- (a) If the Location is determined at the time of signing this Agreement, the Location address and the Territory shall be designated in Schedule 2.
- (b) If the Location has **not** yet been determined at the time of signing this Agreement,
  - (i) The area in which you will focus your efforts to find an acceptable location for your Studio ("**Search Area**") shall be designed in Schedule 2. We are identifying the Search Area for the sole purpose of facilitating the orderly development of the market, and not for purposes of granting you any exclusivity or protection within the Search Area. You acknowledge and agree that the Search Area description set forth on Schedule 2 is subject to change upon mutual written agreement by you and us.
  - (ii) When your Location is determined and approved, Franchisor and Franchisee shall enter into and sign a Location Addendum in the form included in Schedule

2, in which the parties shall designate the Location address, and the Franchisor shall designate the Territory. You must execute a Consent and Release Form as a condition for our approval of your Location and Territory.

## **2.3 Location**

The Location must be located within the Search Area. The Location for the Franchised Business is identified in Schedule 2, or will be identified in Schedule 2.2the Location Addendum after you have located a Location and we have approved the Location and the lease in accordance with this Agreement. The shape and size of the Protected Territory will be determined by the Franchisor at its sole discretion, and may vary in size depending on the density of population and other demographics. The parties shall complete and sign the Location Addendum in Schedule 2 at the time the Location is determined, which shall designate the Location and the Territory.

### **2.32.4 Territory.**

The Territory for your Franchised Business is identified in Schedule 2. During the term of the Franchise, we will not establish or operate, or grant any person other than you the right to establish or operate, a Studio Pilates International studio at any location in the Territory, except as may be provided in Section 2.45.

**2.42.5 Reserved Rights.** Franchisor, on behalf of itself and its affiliates, reserve the following rights to:

- (a) provide, franchise, license, sell, distribute and market any services or products (under any brand, including but not limited to our Marks) through any channel or method of distribution, other than a Studio Pilates International studio located in your Territory, including, without limitation, through retail establishments or via the internet, whether inside or outside of your Territory;
- (b) to establish and operate, and grant to others the right to establish and operate, Studio Pilates International studios at locations anywhere outside the Territory, including locations near, on or adjacent to the Territory's boundaries;
- (c) offer and sell to persons outside the Territory, using the Marks, services and products that are the same as the services and products offered by Studio Pilates International;
- (d) in or outside the Territory, to offer and sell different services and products not offered within a Studio Pilates International studio, using the Marks, without offering you the right to participate;
- (e) acquire and continue to operate, directly or indirectly, any business operating under different trademarks in or outside the Territory;
- (f) acquire and retain, directly or indirectly, the rights and obligations of any franchisor or licensor of any business similar to a Studio Pilates International studio operating under different trademarks in or outside the Territory;
- (g) in or outside the Territory, to establish and promote other franchise systems involving different services or products using different trademarks, and to establish company-

owned or franchised outlets for those systems, without offering you the right to participate;

- (h) be acquired, directly or indirectly, in whole or in part, by any person(s) or entity who provide products or services similar or dissimilar to those provided by Studio Pilates International studios; and
- (i) provide, offer, sell and grant others the right to provide, offer and sell services and goods similar to and/or competitive with those provided at Studio Pilates International studios, whether identified by the Marks or other trademarks or service marks, at festivals, cultural or trade exhibitions, or other public events, both inside and outside the Territory.

#### **2.52.6 Franchises outside the Territory**

- (a) The Franchisee acknowledges that members of the Network, including but not limited to the Franchisor, may operate Franchised Businesses or otherwise market, supply and sell the Products and Services outside the Territory.
- (b) The Franchisee must not supply or sell the Products and Services, or otherwise carry on a Franchised Business, outside the Territory, and shall not conduct marketing of the Products and Services which is directly primarily to customers located outside the Territory.
- (c) The Franchisee expressly acknowledges that other Studio Pilates International studios (regardless of ownership) may solicit, market, sell, and deliver services and products to customers without regard to the customers' geographic location, and including customers located in the Territory.

#### **2.62.7 Conditions Precedent**

The grant of the Franchise is conditional upon each of the following:

- (a) the Franchisee, prior to entering into this Agreement, providing to the Franchisor a signed receipt of the FDD, at least 14 days prior to signing this Agreement or paying any money, and a signed Compliance Questionnaire in the form prescribed in [Annex G/Exhibit H](#);
- (b) the Franchisee completing the Initial Training Program;
- (c) the Franchisee paying to the Franchisor the Initial Franchise Fee and the Opening Package Fee;
- (d) the Franchisee paying for and obtaining the Initial Inventory from the Franchisor or the Approved Suppliers as directed by the Franchisor;
- (e) the Franchisee taking out the insurance policies in accordance with the requirements of clause 22;
- (f) the Franchisee executing the other documents required under this Agreement and the Disclosure Document;

- (g) the Principals, Key People and Shareholders executing the Confidentiality and Non-~~Competition~~Solicitation Agreement;
- (h) the Principals and Guarantors executing the Compliance Questionnaire; and
- (i) the Franchisee providing the Franchisor with a credit history, references and proof of finances to the satisfaction of the Franchisor.

### **2.72.8 Satisfaction of Conditions**

- (a) The Franchisor and the Franchisee must immediately give written notice to the other if either one discovers that any of the conditions specified in clause 2.~~67~~ becomes incapable of being satisfied.
- (b) If within 6 months from the date of this Agreement any of the conditions in clause 2.~~67~~ are not satisfied, and are not waived by the Franchisor, then the Franchisor shall be entitled to terminate this Agreement immediately by notice in writing to the Franchisee, with no refund of the moneys paid by the Franchisee to the Franchisor.
- (c) If this Agreement is terminated by Franchisor under clause 2.~~78~~(b) the Franchisor is not liable to the Franchisee for any costs, expenses or losses the Franchisee has incurred in relation to this Agreement or the Franchised Business.

## **3. FEES AND ROYALTIES**

### **3.1 Payments by Franchisee**

In addition to any other obligations to make any payments (whether under this Agreement or otherwise), the Franchisee must pay to the Franchisor or our affiliates the following:

- (a) Initial Franchise Fee;
- (b) Opening Package Fee;
- ~~(c)~~ Architectural Package Fee;
- ~~(e)~~(d) Initial Inventory;
- ~~(d)~~ Technology Fee;
- (e) ~~Reformer Equipment~~Subscription;
- (f) Royalty;
- (g) Marketing Fund Fee;
- (h) Cooperative Advertising Program Fee (if applicable);
- (i) Annual Conference attendance fee;
- (j) Additional Training Costs, where Additional Training is provided;
- (k) Transfer Fee, where it applies; and

## 4.2 Adherence to the Business System

The Franchisee must comply with the Business System in operating the Franchised Business.

## 4.3 Use of Business System

The Franchisee will use the Business System solely in the conduct of the Franchised Business, and not for any other purpose.

## 4.4 Changes to the Business System

- (a) During the Term, the Franchisor may further develop or make changes to the Business System.
- (b) Any changes to the Business System shall be notified to the Franchisee by the Updates to the Manual in accordance with clause 5.2.
- (c) The Franchisee acknowledges that changes to the Business System may include but shall not be limited to changes to the Image, the Trade Marks, the Build-Out, the Products, the Services, Improvements to the Intellectual Property or any other changes which the Franchisor determines.
- (d) The Franchisee shall be required to comply with all directions of the Franchisor in respect of changes to the Business System, at the Franchisee's cost.

## 5. MANUAL

### 5.1 Ownership of the Manual

The Franchisee acknowledges that:

- (a) the Manual is the property of, or otherwise under licence to, the Franchisor; and
- (b) the Franchisee's right to use the Manual is under sub-licence from the Franchisor.

### 5.2 Provision of Manual

~~(a) The Franchisor will provide a copy of the Manual to the Franchisee.~~

(a) The Franchisor will provide give you access to a Manual via an internal secure electronic learning platform which we call Huddle, or in any other format we choose. Each section of the Manual may contain detailed sub-sections or folders relating to the topic. We may regularly update the content to reflect the latest operational practices, procedures, and compliance guidelines. We can make these revisions, and we can change the manner of access and the format of the Manual, at any time.

- (b) The Franchisor may, at any time, provide to the Franchisee access to:
  - (i) a new or amended Manual;
  - (ii) updates or supplements to the Manual;
  - (iii) notices or guidelines issued under or relating to the Manual.

## 5.6 Return of Manual

The Franchisee must return all Manualsto Franchisor any hard copy or electronic copy of any portion of the Manual which is in the possession, custody or control of the Franchisee ~~to the Franchisor:~~

- (a) immediately upon being requested to do so by the Franchisor; and
- (b) immediately upon this Agreement ending.

## 6. PRODUCTS AND SERVICES

- (a) The Franchisee must market, supply and sell the Products and Services strictly in accordance with the Manual and all directions issued by the Franchisor.
- (b) The Franchisee must not, without the Franchisor's prior written consent, make any changes or alterations to the Products or Services.
- (c) The Franchisee must, in operating the Franchised Business, market, supply and sell only the Products and Services, and not any other products or services.
- (d) The Franchisee must purchase the Products and Services (if applicable) only from the Approved Supplier and not from any other party.
- (e) The Franchisee acknowledges that the Franchisor shall determine the recommended prices at which the Franchisee may supply the Products and Services and that these prices shall be disclosed in the Manual and may be revised by the Franchisor from time to time as the Franchisor considers necessary. Franchisee has the final decision as to the prices to be charged, but Franchisee must set those prices within the pricing model approved by Franchisor. For example, if the approved model provides for the purchase of groups of passes, Franchisee can set the price for the passes, but if Franchisor has not approved a membership model, then Franchisee cannot offer memberships.
- (f) The Franchisee acknowledges that the Franchisor may modify the Products and Services, or modify the range of Products and Services, and to revoke any prior approval of any Products and Services or suppliers, for any reason or no reason. Upon receiving notification from the Franchisor of such modifications, the Franchisee will market, supply and sell only the Products and Services, or suppliers, as modified (subject to any directions received from the Franchisor).
- (g) If Franchisee desires to offer or use any products, services, or supplier which has not yet been approved, Franchisee must submit to us a written request for approval, and to provide sufficient information, specifications, and samples concerning such products, services, or suppliers for us to determine whether such product, service or supplier meets our then current specifications and standards. We have the right to deny any such request for any reason or no reason. We have the right to require you to pay to us our then-current fee for evaluation and testing, and to reimburse our travel and lodging costs related to such evaluation and testing. Within ninety days of your written request and your submission of such information, we shall notify you if we have given our approval. If we fail to provide a response within ninety days, the request shall be considered denied. You shall not offer or use any product, service or supplier unless and until it has been approved in writing by us. We have the right to require that our

- (c) After entering into any Ancillary Agreement, or upon request by the Franchisor, the Franchisee will immediately provide a copy of the Ancillary Agreement to the Franchisor.

## **12. PREMISES**

### **12.1 Franchisee will locate Premises**

- (a) The Franchisee is responsible for locating the Premises for the Franchised Business.
- (b) Prior to entering into the lease or any binding commitment for the Premises, Franchisee must obtain Franchisor's approval of the location. Franchisor's approval shall not constitute a direct, indirect, or implicit warranty that the location is likely to be successful. Franchisee shall do its own due diligence with its own advisors to investigate and decide upon the suitability of the location. Franchisee acknowledges and agrees that the Franchisee must satisfy itself that the selected Premises will be suitable for the operation of the Franchised Business.
- (c) The Franchisee will be required to hold the lease for the Premises.
- (d) The Franchisor takes no responsibility for the performance or otherwise of the Franchised Business from the Premises.
- (e) The Franchisee must obtain the Franchisor's approval of the Location of the Premises and lease in accordance with this Agreement.
- (f) The Franchisee must provide to the Franchisor:
  - (i) a copy of the proposed lease before executing it; and
  - (ii) a copy of the final executed lease within 14 days after all parties have executed it.

### **12.2 Franchisee must enter into Lease within 12 months**

- (a) Franchisee must enter into a Lease for suitable premises in accordance with this clause 12.2 within 12 months of the execution date of this Agreement.
- (b) If the Franchisee has not entered into a Lease by the date calculated in accordance with clause 12.2(a), then Franchisor may terminate this Agreement by notice in writing to the Franchisee.
- (c) If Franchisor terminates this Agreement in accordance with clause 12.2(b), the Franchisee shall forfeit all funds paid under this Agreement, and Franchisee shall have no right of compensation from the Franchisor.
- (d) Notwithstanding Clause 12.2(b), the Franchisee shall be entitled to extend the due date under clause 12.2(a) for entering into a Lease by paying to the Franchisor an extension fee of \$2,500 per month (Extension Fee), for a maximum period of 12 months. The Franchisee must pay the Extension Fee monthly to the Franchisor, with the first payment being made prior to the expiration of the 12-month period specified in clause 12.2(a), and each subsequent payment being made prior to the end of the extended month. If the Franchisee fails to pay the Extension Fee on or before the end of each month, the

Franchisor's right to terminate this Agreement in accordance with clause 12.2(c) will continue to apply. At the Franchisor's discretion, provided that the Franchisee demonstrates that it is actively working toward finding a location and/or negotiating and signing a lease for the Studio, Franchisor shall not unreasonably withhold consent for extensions of the due date under clause 12.2(a) for entering into a Lease (up to a maximum extension period of 12 months), and the requirement to pay the monthly Extension Fee shall be waived.

### 12.3 Required Lease Terms

~~(a) Franchisee must use its best endeavours to ensure that the lease provides that:~~

~~(i) the Franchisor is entitled to receive notice of any default by the Franchisee;~~

~~(ii) the lease can be transferred to the Franchisor without the consent of the lessor; and~~

~~(iii) any other terms as the Franchisor may reasonably require, which shall be notified to the Franchisee in writing.~~

~~(b)(a)~~ Without limiting clause 13.3(a), the Franchisee must use its best endeavours to obtain the landlord's agreement to include the following clauses in the lease for the Premises:

(i) Consent to Assignment of the Lease to Franchisor

The Landlord acknowledges that the Tenant is a Franchisee of the Studio Pilates International franchise network. Notwithstanding anything other term of this Lease, the Landlord accepts Studio Pilates International USA Corp. (the **Franchisor**) as a suitable assignee of the Lease and may not withhold its consent to an assignment of the Lease by the Tenant to the Franchisor during the Term, unless the Franchisor is insolvent. The Franchisee must notify the Landlord of its intention to assign the Lease to the Franchisor prior to the assignment and the parties agree to complete a written assignment of the lease necessary to effect an assignment of the Lease.

(ii) Notification of Default

(A) If the Landlord issues a breach notice to the Tenant in accordance with the terms of this Lease, the Landlord acknowledges that it must also provide a copy of any such notice to the Franchisor at the same time as the notice is issued to the Tenant.

(B) The parties acknowledge that the Franchisor may, in its absolute discretion, elect to remedy the default of the Tenant under the Lease.

(C) In no circumstances shall the Landlord have the right to take possession of or sell any equipment that bears the Franchisor's intellectual property or trade dress.

(iii) Landlord to Transfer Lease to Franchisor

regardless of whether the Franchisee's proposed contractor is ultimately approved by the Franchisor. The Franchisor will issue an invoice for its costs, which shall be payable upon execution of this Agreement, or at such later time as specified by the Franchisor.

- (e) Prior to commencing operations the Franchisee must obtain the Franchisor's final approval of the 'as constructed' Build-Out. The Franchisee must pay the Franchisor's reasonable costs associated with the Franchisor's review and approval of the Franchisee's Build-Out. Should the Build-Out not be constructed in accordance with the Franchisor's requirements, the Franchisee acknowledges that it must undertake any further alterations prescribed by the Franchisor at Franchisee's own cost.

### 13.2 Refurbishment

If, during the Term, the Franchisor considers that the Build-Out of the Premises requires refurbishment or upgrading, then the Franchisee must refurbish or upgrade the Premises to the then current standards of the Franchisor's Build-Out.

### 13.3 Build-Out Plans

~~(a) The In consideration of the payment of the Architectural Package Fee, Franchisor shall design and provide to the Franchisee basic standard Studio prepare the design and construction plans for the Build-Out required for the Premises.~~

~~(b) The Franchisee may The design and construction plans shall be permitted to design its own Build-Out, provided to Franchisee in a form that any Build-Out plans prepared is ready for submission to the local governmental agency by the Franchisee must be approved by the Franchisor in writing prior to being submitted to the Landlord for approval. The Franchisee must pay the Franchisor's reasonable costs associated with reviewing the Build-Out plans regardless of whether the Franchisee's proposed plans are ultimately approved by the Franchisor. If this clause 13.3(e) applies, the Studio Design Fee will to obtain the required permits. This fee does not be include fees payable.~~

~~(a) Franchisor's provision of any suggested specifications or plans to the city for the Build-Out, and Franchisor's approval of any proposed permits or the administration fees relating to the application process itself, or final Build-Out plans, do not constitute a representation, warranty, or guarantee, express or implied, that such suggestions, proposals or plans are correct, error-free, practical, that they comply with the landlord's requirements, or that they comply with any federal, state, or local rules, laws, regulations or codes, and the Franchisee waives any claims to that effect. travel expenses by the Franchisor's team during site visits. Additional fees may apply for sites aborted after the letter of intent with the landlord has been executed.~~

~~(e)(b) Franchisee is responsible for reviewing the design and plans prior to submission to the local governmental agency, and for taking all actions necessary prior to and after submission, including any required modifications, in order to obtain approval of the plans and the required permits. Franchisor does not warrant or guarantee that the local government agency will accept the proposed design and plans provided by Franchisor without modification. Franchisee remains solely responsible for ensuring that the Build-Out plans are correct, error-free, practical, that they comply with the landlord's requirements, and that they comply with all federal, state or local rules, laws, regulations or codes.~~

### 13.4 Deadline to Commence Operations

Franchisee shall commence operation of the Studio in accordance with this Agreement by no later than the Opening Deadline. ~~Franchisor may refuse a request~~At the Franchisor's discretion, provided that the Franchisee demonstrates that it is actively working toward commencing operations, Franchisor shall not unreasonably withhold consent for extensions of the due date under Schedule 2. However, Franchisor may refuse a request for extension of time to commence operations for any reason or for no reason, and may impose any requirements or conditions as a condition for granting any request for such extension, including but not limited to requiring Franchisee, Principals, and the Key People to provide Franchisor and its affiliates and each of their principals with a signed general release, in a form reasonably satisfactory to the Franchisor, of any and all claims against Franchisor and its affiliates, and each of their officers, directors, shareholders, partners, agents, and representatives, including without limitation, claims arising under this Agreement and federal, state and local laws, rules and regulations.

### 13.5 Change of Premises during the Term or Further Term

- (a) If the Franchisee wishes to change the Premises during the Term or a Further Term of this Agreement, the Franchisee acknowledges that the provisions of clause 12 and clause 13 shall apply.
- (b) In particular, the Franchisee acknowledges that the fees payable in accordance with clause 12 and clause 13 shall apply to the Franchisee's selection of its new Premises at the rates then currently specified in the Franchisor's Disclosure Document.
- (c) The Franchisee must ensure that it de-brands the original Premises to the satisfaction of the Franchisor.

## 14. REFORMER EQUIPMENT

- (a) The Franchisee shall be required to purchase or lease the Reformer Equipment for use in providing the Services.
- (b) The Reformer Equipment must be purchased or leased from the Equipment Supplier.

## 15. COMPUTER SYSTEM

### 15.1 Franchisee to obtain Computer System and install Computer Software

- (a) The Franchisee must, at least 14 days prior to the Opening Date:
  - (i) install and operate at the Premises a computer system including but not limited to computer hardware, printer, scanner, and other peripheral equipment, which is connected to the internet, and which meet the requirements of the Franchisor ("**Computer System**"); and
  - (ii) install and operate on the Computer System the Computer Software.
- (b) The Franchisor shall be responsible for obtaining the necessary licenses to use the Computer Software, including but not limited to the bookkeeping software, for all parties within the Network.

- (c) The Franchisor will, subject to its reasonable conditions, grant to the Franchisee electronic remote access to the Franchisor's computer system, as may be necessary for the purpose of the Franchisee performing its obligations under this Agreement.
- (d) The Franchisee must not allow the Computer System to be used for any purpose other than in the operation of the Franchised Business.
- (e) The Franchisee must not allow any person, other than the Franchisee, Principals and Staff, to use the Computer System or access the Franchisor's computer system.
- (f) The Franchisor will provide training to the Franchisee in the operation of the Computer Software as the Franchisor deems necessary.
- (g) If required by the Franchisor, the Franchisee must from time to time update or upgrade the Computer System and the Computer Software as necessary for the continued effective operation of the Franchised Business.

## 15.2 Technology FeeSubscription

- (a) The Franchisee must pay the ongoing monthly Technology FeeSubscription.
- (b) This fee is payable to reimburse the Franchisor for:
  - (i) the cost of the Franchisee's license to use the Computer Software during the Term; and
  - (ii) the cost of the Franchisor's monitoring the Franchisee's business activities, including bookkeeping functions performed in connection therewith.
- (c) The Franchisee acknowledges that from time to time during the Term, the cost of the Technology FeeSubscription may change. The Franchisor may from time to time advise the Franchisee by notice in writing of an increase or decrease to the Technology FeeSubscription. Where the Franchisor notifies the Franchisee of a revised Technology FeeSubscription amount, the Franchisee must pay the revised Technology FeeSubscription effective from the first day of the next calendar month

## 15.3 Franchisee must not create own Website or Online Presence

- (a) The Franchisee is strictly prohibited from creating or using any websites or social media pages or accounts (including but not limited to Facebook, Instagram or Snapchat) or any other online listing, in the course of the Franchised Business except those expressly authorized by the Franchisor and subject to any conditions required by the Franchisor. One of the conditions shall include strict compliance with the Franchisor's social media policy, as modified from time to time. The Franchisee shall provide the Franchisor with the username, account information, and password for any such online listing, social media account, or other website listing or presence which the Franchisor authorizes the Franchisee to use or establish, and hereby grants the Franchisor full power and authority as the Franchisee's attorney-in-fact with respect to any such listings or accounts.
- (b) The Franchisee acknowledges that the Franchisor operates the website [www.studiopilates.com](http://www.studiopilates.com) and that this website is used for the promotion of the Network and contains a centralised online booking system for customers.

- (b) The Franchisor may from time to time convene and conduct conferences or conventions to be attended by the Franchisee.
- (c) The Franchisee will use its best endeavours to attend all such meetings and conferences.
- (d) The costs of attending any meetings and conferences will be borne by the Franchisee including but not limited to the costs of travel, accommodation and meals.

## 16.9 Annual Conference

- (a) The Franchisor will hold an annual franchisee conference each year (**Annual Conference**). The Franchisor will determine the location of the Annual Conference and the Annual Conference attendance fee in its' discretion (acting reasonably). Franchisor currently contemplates that the Annual Conferences will be held in Australia (or possibly in the United States as the system grows in the United States), while other required meetings and conferences referenced in Section 16.8 will normally be conducted via videoconference (i.e. Skype) or in the United States.
- (b) Attendance at the Annual Conference is mandatory for all Franchisees. The Franchisee must attend the Annual Conference unless expressly authorized to be absent by the Franchisor. Failure to attend the Annual Conference without the Franchisor's authorization will be a breach of this Agreement.
- (c) If the Franchisee has a legitimate reason that it is not able to attend the Annual Conference, the Franchisee must notify the Franchisor in writing in advance of the reason the Franchisee is not able to attend the Annual Conference.
- (d) If the Franchisee is absent from the Annual Conference in any particular year, the Franchisee acknowledges that it may be required by the Franchisor to undertake Additional Training.
- (e) The Franchisee must pay Franchisor the Annual Conference attendance fee. In addition, the Franchisee must pay for its own costs for attending the Annual Conference, including the travel, lodging, meals, salaries and wages for the Franchisee and any of the Franchisee's employees that attend the Annual Conference.

## 16.10 CCTV Surveillance and Training

- (a) Prior to the Opening Date, ~~the Franchisee must install~~ Franchisor will coordinate the installation of the CCTV surveillance system at the Premises as part of the Build-Out, in conjunction with the approved Audio Visual and Security teams. The Franchisor's approved CCTV surveillance system withhas audio capabilities and Wi-Fi connectivity (**Video Surveillance Coaching System**), and the Franchisee must ensure that the Video Surveillance Coaching System is fully operational.
- (b) The Franchises must keep the Video Surveillance Coaching System operational at all times required by the Manual and must provide remote access to the Franchisor at all times, including providing the Franchisor with the login details to the system.
- (c) Franchisee acknowledges that the Video Surveillance Coaching System shall be accessed and utilised by the Franchisor for coaching and training purposes.

- (d) The Franchisee must comply with the Franchisor's Video Surveillance Coaching System Internal Policy of Use, as updated or amended by the Franchisor from time to time.

#### 16.11 Assisting Franchisor with Local Training Courses

- (a) The Franchisee acknowledges that from time to time the Franchisor may require the Franchisee's cooperation to arrange local training for staff or Franchisees within the Network.
- (b) When requested by the Franchisor, the Franchisee must allow the Franchisor, at no cost, to use the Franchisee's Premises to host training courses for new franchisees and prospective staff, including Initial Training or Additional Training.
- (c) The Franchisee acknowledges that where the Franchisor requires the use of the Franchisee's Premises for a local training course, the Franchisor may require the use of the Premises for up to ~~eight (8)~~ six (6) days for each training course, and the Franchisee may be unable to operate classes for a period of 8 hours on each day the Franchisor is using the Premises.
- (d) The Franchisee acknowledges that the Franchisee may need to cancel some of the Franchisee's regularly scheduled classes during the time that Franchisor is using Franchisee's studio for training courses. Often, but not always, the training courses may be held in quieter times of the day for some locations. Franchisee will be responsible for placing customers into alternate class times during the time that Franchisor is using the Premises for local training courses. The Franchisee can choose to add additional classes outside of the course hours across the duration of the 6 days.
- (e) ~~The Franchisor must give the Franchisee reasonable advance notice and shall not require the~~ notify Franchisee to provide its Premises for use by in the last quarter of each year if the Franchisor for local expects to schedule any training courses more than two times (each time may last up in the Franchisee's Premises in the following calendar year, and in any case, Franchisor shall give the Franchisee at least four months advance notice of any training courses to eight days) in any 12-month period be provided in Franchisee's Premises.
- (f) The Franchisee shall not be entitled to any reimbursement for any lost revenue caused by the fact that the Franchisor was using the Premises for local training courses or for any costs incurred by Franchisee during the time that Franchisor was using the Premises for local training courses.

### 17. MANAGEMENT AND ADMINISTRATION OF FRANCHISE

#### 17.1 Business Hours

The Franchisee must ensure that the Franchised Business is open for business during the Business Hours.

#### 17.2 Minimum Performance Standard

- (a) The Franchisee and Franchisor agree that for each financial year (or such other period as they agree) the Franchisor ~~will set the Minimum Performance Standard. and~~ Franchisee will agree on a Minimum Performance Standard. If the Franchisor and

Franchisee are unable to agree on the Minimum Performance Standard for the year, the Minimum Performance Standard for the year shall be 105% of the previous year's Minimum Performance Standard.

- (b) If the Franchisee does not achieve the Minimum Performance Standard, the Franchisor may in its absolute discretion, intervene in the operation of the Franchised Business for a six month period (**Review Period**) for the purpose of assisting the Franchisee to achieve the Minimum Performance Standard. During the Review Period the Franchisee must adhere to any reasonable business direction given to the Franchisee by the Franchisor in the conduct of the Franchised Business.
- (c) If the Franchisee does not achieve the Minimum Performance Standard, the Franchisor may also in its absolute discretion, require such of the Franchisee, its Key People and Staff to undertake the Additional Training as determined to be necessary by the Franchisor.
- (d) The Franchisor is not liable to the Franchisee for any loss or damage incurred by the Franchisee as a consequence of any direction given by the Franchisor during the Review Period.
- (e) If the Franchisee does not achieve the Minimum Performance Standard during the Review Period the Franchisor may terminate this Agreement in accordance with clause 27.3.

### **17.3 Financial Ability to Pay its Debts When Due**

- (a) During the Term the Franchisee must have and maintain sufficient liquid assets to pay its debts as they become due.
- (b) Upon the request of the Franchisor at any time during the Term, the Franchisee shall provide the Franchisor with evidence that the Franchisee has sufficient liquid assets to pay its debts as they become due, which must be verified by the Franchisee's accountant.

### **17.4 Bank Account**

- (a) The Franchisee must, on or before the earlier of the Opening Date or the Sales Commencement Date, open a bank account for the Franchised Business.
- (b) The Franchisee must:
  - (i) provide the Franchisor with the bank account details, including but not limited to, the bank, the account number and the details of the branch where the account is held;
  - (ii) not change the bank account without obtaining the prior written consent of Franchisor;
  - (iii) conduct all of the banking of the Franchised Business through the bank account including, but not limited to, deposit of all receipts and payment of all expenses of the Franchised Business, and

the same basis that franchised Studio Pilates International studios in the Network are required to contribute; and

- (m) if this Agreement is terminated or expires, the Franchisee is not entitled to any proportion of monies in the Marketing Fund.

### **18.5 Cooperative Advertising.**

- (a) Franchisor has the right, but not the obligation, to create a Cooperative Advertising program for the benefit of Studio Pilates International studios located within a particular geographic area. Franchisor has the right to determine the geographic area for the Cooperative Advertising program, and to require that Franchisee participate in such Cooperative Advertising programs when established within Franchisee's area. If a Cooperative Advertising program is implemented in a particular area, Franchisees have the right to nominate and elect, subject to the Franchisor's approval, the members of the council which will administer the Cooperative Advertising program. Franchisee shall participate in the council according to the council's rules and procedures and Franchisee shall abide by the council's decisions. Should Franchisor establish a Cooperative Advertising program, Franchisor has the right, but not the obligation, to change, dissolve or merge such program(s) at any time.
- (b) A Cooperative Advertising program council shall have the right to impose a Cooperative Advertising fee, equal to up to 2% of Gross Sales, to be collected by the Franchisor and remitted to the Cooperative Advertising program council. The responsibility to pay the Cooperative Advertising program fee shall be in addition to the obligation to pay the Royalty, Marketing Fund Fee, and any other fees, except that any payment of a Cooperative Advertising fee shall count toward the Territory Marketing Amount. The Cooperative Advertising Fee shall be imposed at a uniform rate for all franchised and company-owned Studio Pilates International Studios located in the designated area. The council will have the right, but not the obligation, to prepare annual or periodic financial statements, and to make them available for review by the Franchisees. The cost of such financial statements, if any, will be paid from the Cooperative Advertising program funds.

### **18.6 Franchisee's Obligations**

The Franchisee must:

- (a) comply with and take all necessary action to facilitate marketing and promotional campaigns conducted by the Franchisor, including but not limited to gift certificates and competitions;
- (b) participate in, and comply with the rules and requirements of, any membership program or privileges, directed by Franchisor, to require the Franchised Business to honor membership privileges purchased at another franchisee's location;
- (c) ensure that Products and Services which are the subject of a current marketing campaign are available for sale, and at rates not higher than the rates advertised by the Franchisor; and

- (ii) inform the other party if it becomes aware of an actual or suspected breach of this clause 20.
- (d) If required by the Franchisor, the Franchisee will have its Principals, Key People and Staff sign a Confidentiality and Non-~~Competition~~Solicitation Agreement.
- (e) Each party must not:
  - (i) use the Confidential Information in a way that may be detrimental to the Business System, Network or the other party; or
  - (ii) copy or duplicate the Confidential Information unless permitted by this Agreement, the Manual or the other party.

## **20.2 Permitted Disclosure**

- (a) Notwithstanding any other provision of this clause, a party may disclose the Confidential Information:
  - (i) to its directors, employees and professional advisers provided that they agree to keep the Confidential Information confidential;
  - (ii) if the disclosure is necessary solely for the Permitted Purpose; or
  - (iii) in order to comply with any applicable law or legally binding order of any court, Government Authority, or administrative or judicial body.
- (b) A party must give the other party prior notice of any disclosure proposed to be made under clause 20.2(a).

## **20.3 Customer List**

- (a) The names, addresses and contact details of all customers of the Franchised Business (**Customer List**) are the property of the Franchisor.
- (b) The Franchisee may use the Customer List in connection with the Franchised Business during the Term.

## **20.4 Survival after Termination**

The obligations and restrictions imposed under this clause continue after this Agreement ends or is terminated.

## **21. REPRESENTATIONS AND WARRANTIES**

### **21.1 Franchisee's Representations and Warranties**

The Franchisee makes the following representations and gives the following warranties:

- (a) The Franchisee has the power to enter into and perform its obligations under this Agreement.

(iii) pay the Franchisor the Franchisor's costs of giving consent, including Franchisor's costs of investigating the proposed transferee and legal costs of preparing any necessary documentation, up to \$7,000; ~~and~~

~~(iv) refurbish and update the Studio and equipment to the Franchisor's then-current specifications and standards; and~~

~~(iv)(v)~~ pay the Franchisor the Transfer Fee.

(e) Any attempted unpermitted transfer, sale or assignment by Franchisee shall be deemed null and void.

(f) Notwithstanding the foregoing, if: i) Franchisee is an entity, ii) Franchisee seeks to issue or transfer ownership interests to new minority owners, and iii) the issuance or transfer does not result in the controlling owner(s) losing the controlling interest in the entity, then Franchisee shall not be required to comply with the requirements of Sections 25.2 and 25.3, except that:

(i) Franchisee shall provide to the Franchisor written notice in advance of its intent to issue or transfer the ownership interests, together with information about the new owners including the full names, planned percentage ownership interests of each of the new owners, summary of work experience, address, email address, and telephone number;

(ii) All new owners in the Franchisee shall execute and deliver to Franchisor a nondisclosure and non-~~competitionsolicitation~~ agreement the same as or similar to the standard form Nondisclosure and Non-~~CompetitionSolicitation~~ Agreement attached as Annex A to the Agreement; and

(iii) Each stock certificate or other ownership interest certificate of the Franchisee shall have conspicuously endorsed upon the face thereof a statement in a form satisfactory to Franchisor that it is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon transfers and assignments by this Agreement.

### 25.3 Franchisor's Right of First Refusal

(a) If the Franchisee desires to transfer the Franchise, the Franchisee must notify the Franchisor in writing of all the terms and conditions of the proposed transfer ("**Option Notice**").

(b) The Franchisor will have an option ("**Option**") to acquire the Franchisee's interest in the Franchise on the same terms and conditions as set out in the Option Notice.

(c) The Franchisor will have 21 days from the date of receipt of the Option Notice in which to notify the Franchisee in writing that it elects to exercise the Option.

(d) If the Franchisor exercises the Option within the time specified in clause 25.3[c];

(i) the Franchisor must acquire the Franchisee's interest in the Franchise on the same terms and conditions as are set out in the Option Notice (or if the proposed

along with the Controlled Entity, and delivered to Franchisor a nondisclosure and non-~~competitionsolicitation~~ agreement the same as or similar to the standard form Nondisclosure and Non-~~CompetitionSolicitation~~ Agreement attached as Annex A to the Agreement;

- (j) the term of the transferred franchise shall be the unexpired Term, including all renewal rights, subject to any and all conditions applicable to such renewal rights in accordance with this Agreement;
- (k) each stock certificate or other ownership interest certificate of the Controlled Entity has conspicuously endorsed upon the face thereof a statement in a form satisfactory to Franchisor that it is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon transfers and assignments by this Agreement; and
- (l) copies of the Controlled Entity's articles of incorporation or organization, bylaws, operating agreement, and other governing regulations or documents, including resolutions of the board of directors or similar governing body authorizing entry into all documents required to consummate the sale, purchase, furnished to Franchisor, and any amendment to any such furnished to Franchisor immediately upon adoption.

## **26. RENEWAL**

### **26.1 Notice of Renewal**

The Franchisor will renew this Agreement for the Further Term if:

- (a) the Franchisee notifies the Franchisor in writing no earlier than 9 months and no later than 6 months before the expiration of the Term that that it desires to renew the Agreement for the Further Term;
- (b) the Franchisee is not in default under any provision of this Agreement;
- (c) the Franchisee pays to the Franchisor the Renewal Fee;
- (d) we are still offering new franchises for Studio Pilates International franchises;
- (e) the Franchisee signs our then current form of Franchise Agreement which may contain terms which are materially different than this Agreement;
- (f) the Franchisee and the Key People provide Franchisor and its affiliates and their principals with a signed general release, in a form reasonably satisfactory to the Franchisor, of any and all claims against Franchisor and its affiliates, and each of their officers, directors, shareholders, partners, agents, and representatives, including without limitation, claims arising under this Agreement and federal, state and local laws, rules and regulation; and
- (g) the Franchisee pays to the Franchisor the Franchisor's costs of renewing this Agreement, including legal costs of preparing any necessary documentation.

## 28. CONSEQUENCES OF TERMINATION OR EXPIRATION

### 28.1 Cessation of Rights

- (a) Immediately upon termination or expiration of this Agreement the Franchisee must:
- (i) cease to operate the Franchised Business, and take such action and make such modifications or alterations to the Franchised Business and Premises as directed by the Franchisor (for example, by removing signage);
  - (ii) cease using the Business System, Marks, and Intellectual Property, and any names or Marks similar to the Marks;
  - (iii) cease using Confidential Information of the Franchisor;
  - (iv) cease to participate in the Network; and
  - (v) not directly or indirectly represent to the public or hold itself out as a Franchisee or as being in any way associated with or related to the Franchisor or the Network.
- (b) If the Franchisee fails to comply with clause 28.1(a) within 7 days of the date of termination or expiration, the Franchisor may take such action or make such modifications or alterations itself, at the Franchisee's cost.

### 28.2 Delivery Up of Documents and Materials

- (a) On the termination or expiration of this Agreement the Franchisee must:
- (i) immediately deliver up to the Franchisor ~~all the~~ originals, and all electronically stored or hard copies, of ~~the any portion of~~:
    - (A) Manual;
    - (B) Confidential Information (and any document or thing containing Confidential Information) of the Franchisor;
    - (C) Intellectual Property (and any document or thing containing Intellectual Property);
    - (D) Stationery;
    - (E) Marketing Materials;
    - (F) signs used in the Franchised Business; and
    - (G) uniforms used in the Franchised Business,which are in the possession, custody or control of the Franchisee; and
- (b) after delivering to the Franchisor any Intellectual Property and Confidential Information that is in electronic form, delete that Intellectual Property and Confidential Information from any disk or electronic storage media of the Franchisee.

- (c) The Parties will then try to agree about how to resolve the dispute.
- (d) If the Parties cannot resolve their dispute within 21 days from the date of service of the notice by the Complainant to the Respondent under this clause 29.1, either party may refer the matter to a mediator and if the Parties cannot agree upon the appointment of a mediator, either party may submit the matter to JAMS and obtain the appointment of a mediator under the JAMS mediation rules. The mediation shall take place at the JAMS office nearest to the location of the Premises, unless the parties agree upon a different location.
- (e) The mediator may decide the date and time for mediation and the Parties will attend the mediation and use reasonable endeavours to resolve the dispute.
- (f) The mediator may make rules for the mediation, but the mediation should be as informal as is appropriate for proper conduct of the matter. The mediator may communicate privately with the Parties or with their lawyers. The Parties will be given adequate opportunity to present their case.
- (g) The Parties to the mediation agree that:
  - (i) everything that occurs before the mediator will be in confidence and in closed session;
  - (ii) all discussions will be without prejudice; and
  - (iii) no documents brought into existence specifically for the purpose of the mediation process will be called into evidence in any subsequent litigation by either of the Parties.
- (h) It will be the role of the mediator to act fairly, in good faith and without bias with the purpose of seeking a resolution of the dispute and will treat all matters in confidence.
- (i) The mediator will be instructed of the need for the Franchisor to maintain the integrity and reputation of the Business System, Image, Intellectual Property, and Network.
- (j) The mediator will deal with any matter as expeditiously as possible by no later than 30 Business Days after referral to the mediator.
- (k) The Parties to the mediation will bear the costs of the mediation on an equal basis. Each Party will bear its own costs of attending and preparing for the mediation.
- (l) The mediator will have no power to make any decision binding on the Parties to resolve the dispute.
- (m) This mediation procedure is not required for claims by Franchisor for injunctive relief to prevent irreparable harm, or for ~~uncurable~~incurable defaults.

## 29.2 Arbitration

- (a) Except as otherwise provided in this Agreement, if the mediation is not successful, any controversy, claim, cause of action or dispute arising out of, or relating to the this Agreement, the Ancillary Agreements, or the parties' relationship, including, but not

### **30.4 No Extension of Term**

For the avoidance of doubt, the parties agree that the Term will not be extended by the period of Force Majeure.

## **31. OBLIGATION TO PROVIDE SECURITY AND STATEMENTS OF SOLVENCY**

### **31.1 Grant of Security Interest by Franchisee**

- (a) Upon execution of this Agreement, the Franchisee grants to the Franchisor a Security Interest ~~over all personal property of the Franchisee~~ in the Collateral to secure the payment of all moneys owing under this Agreement from time to time during the Term as well as the punctual performance of all of the Franchisee's other obligations to the Franchisor at any time.
- (b) The Franchisee acknowledges and confirms that:
  - (i) the Franchisor has given value for the Franchisor's Security Interest in the Collateral; and
  - (ii) it has not made any other agreement with the Franchisor to vary the time of attachment of the Security Interest except in any express written agreement between the Franchisee and the Franchisor.
- (c) The Franchisee acknowledges that for the Security Interest is taken in all of the Franchisee's present and after-acquired property.
- (d) If the Franchisee disposes of or otherwise deals or agrees to deal with the Collateral in breach of this Agreement, the Franchisee acknowledges that:
  - (i) The Franchisor has not authorised any disposal or dealing or agreement to deal;
  - (ii) The Franchisor has not agreed that any disposal or dealing or agreement to deal will extinguish any Security Interest held by the Franchisor; and
  - (iii) The Franchisor's Security Interest continues in the Collateral despite the disposal or dealing or agreement to deal.

### **31.2 Registration of Security Interest and Franchisee's Undertakings**

The Franchisee undertakes to:

- (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Franchisor may reasonably require to:
  - (i) register a financing statement or financing change statement in relation to this Security Interest and otherwise do all things necessary and required by the Franchisor to ensure that the Security Interest registered by the Franchisor is a perfected security interest under the UCC;

## **32. NOTICES**

### **32.1 Service of Notice**

A notice, demand, certificate, consent, approval, waiver or communication given under this document (**Notice**) must be:

- (a) in writing, in English and signed by the party giving it, or by their agent; and
- (b) delivered or sent by prepaid post, email or fax to the party's address specified in Schedule 1, or any other address notified by a party to the other party as its address for service. Franchisor's address for service and notices is as follows: Studio Pilates International USA Corp., 251 Little Falls Drive, Wilmington, Delaware 19808. Email: [franchising@studiopilates.com](mailto:franchising@studiopilates.com). Such address may be changed by Franchisor from time to time upon written notice to Franchisee by Franchisor.

### **32.2 Effective Service**

- (a) A Notice given in accordance with clause 32.1 takes effect when received, or at a later time specified in it.
- (b) A Notice is taken to be received at the time specified below:
  - (i) if hand delivered – when delivered;
  - (ii) if sent by prepaid post – on the third Business Day after the date of posting;
  - (iii) if sent by email – on the next Business Day after the date of transmission, or the date of acknowledgment of receipt, whichever is earlier;
  - (iv) if sent by fax – when the sender's fax system generates a message confirming successful transmission of the entire document.
- (c) However, if the time at which a Notice is taken to be received is not on a Business Day, or is after 5.00 p.m. on a Business Day, it is taken to be received at 9.00 a.m. on the next Business Day.

### **32.3 Ineffective Service**

A Notice is taken not to be received if:

- (a) in the case of service by post, the Notice is returned to sender because the postal service was unable to deliver it;
- (b) in the case of service by email, the party sending the Notice receives an automated email response specifying that the email containing the Notice was undeliverable;
- (c) in the case of service by fax, the sender's fax system generates a message stating that transmission was unsuccessful, or the Notice is not received in full and legible form.

### 33.23 Relationship of the Parties

The Franchisee and Franchisor acknowledge and agree that this Agreement does not create a fiduciary relationship between them, that Franchisee shall be an independent contractor, and that nothing in this Agreement is intended to constitute either party as an agent, legal representative, subsidiary, joint venturer, partner, employee, joint employer or servant of the other for any purpose. During the term of this Agreement, Franchisee shall hold itself out to the public as an independent contractor operating the Franchised Business pursuant to the rights granted by the Franchisor. In furtherance of this provision, Franchisee shall exhibit a notice in a conspicuous place on the Premises that the studio is independently owned and operated, and will reproduce such notice on all of its correspondence, business cards, forms, and advertisements as required by Franchisor, in such form and content as Franchisor may require. Franchisee is not authorized to make any contract, agreement, warranty or representation on behalf of the Franchisor or its affiliates or their principals, or incur any debt or other obligation in the name of the Franchisor or its affiliates or their principals, and any unpermitted attempt to do any of the foregoing so shall be considered null and void.

### 33.24 Counterparts

This document may be executed in counterparts. A counterpart may be a copy of this document printed from a facsimile transmission or transmitted by email as a pdf document. All counterparts together are taken to constitute one instrument. A copy of this document which has been executed by a party (**Signatory**) may be relied upon by a party to the same extent as if it was an original of this document executed by the Signatory.

## 34. GUARANTEE

- (a) As consideration for the Franchisor's grant of the Franchise to the Franchisee, the Guarantors unconditionally and irrevocably guarantee to the Franchisor:
  - (i) the due and punctual observance and performance by the Franchisee of all the obligations, covenants, terms and conditions which the Franchisee is required to perform under this Agreement; and
  - (ii) the payment to the Franchisor of all moneys to be paid by the Franchisee under this Agreement.

Notwithstanding the foregoing, a Guarantor's liability to Franchisor is limited to the amounts owed by Franchisee to Franchisor up until the Franchisee ceases operating and for any indemnification liability under Section 23, but not for future lost royalties or liquidated damages under Section 28.8.

- (b) As between the Guarantors and the Franchisor, the Guarantors may for all purposes be treated as the principal obligor and the Franchisor shall be under no obligation to take proceedings against the Franchisee before taking proceedings against the Guarantors.

~~(c) Upon execution of this Agreement, the Guarantors grant to the Franchisor a Security Interest over all personal property of the Guarantors to secure the payment of all moneys owing under this Agreement from time to time during the Term as well as the punctual performance of all of the Guarantor's other obligations to the Franchisor at any time.~~

~~(d)~~(c) The Guarantors acknowledge and confirm that:

(iii) the Franchisor has given value for the Franchisor's Security Interest in the Collateral; and

~~(iv)~~ they have not made any other agreement with the Franchisor to vary the time of attachment of the Security Interest except in any express written agreement between the Guarantors and the Franchisor.

~~(v)(iv)~~ ~~The Guarantors acknowledge that the Security Interest is taken in all of the Guarantors' present and after-acquired property.~~

~~(e)~~(d) The Guarantors obligations under this Agreement are not affected by any act, omission, matter or thing which but for this clause might affect the Guarantor's obligations in whole or in part, including without limitation any one or more of the following (whether occurring with or without the consent of any person):

(i) the grant to the Franchisee or any other person of any waiver or other indulgence or concession or a whole or partial discharge or release of the Franchisee or any other person,

(ii) the winding up of, or the appointment of an administrator, receiver or provisional liquidator to the Franchisee, Guarantor or any other person;

(iii) the bankruptcy, death or mental disability of the Franchisee, Guarantor or any other person;

(iv) the fact that the Franchisor or any other person exercises or refrains from exercising any right, power or remedy under this Agreement or otherwise, or fails to recover, by exercise of any such right, power or remedy, any moneys due or payable from the Franchisee to the Franchisor;

(v) failure by the Franchisor to give notice to the Guarantor of any breach by the Franchisee of the terms of this Agreement;

(vi) the making, variation, replacement, discharge or transfer of any agreement or transaction between the Franchisee and the Franchisor, including this Agreement.

~~(f)~~(e) The Guarantors agree that they will not themselves do anything which, if done by the Franchisee, would be a breach of this Agreement.

~~(g)~~(f) The Guarantor must not, without the written consent of the Franchisor:

(i) take any steps to enforce a right or claim against the Franchisee in respect of any money paid by the Guarantor under this Agreement;

(ii) exercise any rights as surety or rights of indemnity against the Franchisee in competition with the Franchisor;

(iii) reduce its liability under this deed by claiming that it or the Franchisee has a right of set-off or counterclaim against the Franchisor; or

# Schedule 2

## DATA SHEET

**1. TERRITORY:**

The Territory shall be the area of \_\_\_\_\_  
\_\_\_\_\_ as shown in attached map.

**2.1. LOCATION: AND TERRITORY:**

**2.1.1** If Location is determined at the time of signing,

(a) the Location shall be: \_\_\_\_\_

(b) the Territory shall be the area of: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

as shown on the attached Territory map.

**1.2** If Location is **not** determined at the time of signing,

(a) the Search Area shall be the area of: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

as shown in the attached Search Area map, and

(b) The parties shall complete and sign the attached Location Addendum at the time the Location is determined, which shall designate the Location and the Territory, and the parties shall execute and deliver a Consent and Release form.

**3.2. NAME UNDER WHICH STUDIO IS TO OPERATE:**

“Studio Pilates International \_\_\_\_\_”

**4.3. OPENING DEADLINE:**

\_\_\_\_\_

**5.4. TERM COMMENCEMENT DATE** (earlier of the Opening Deadline, Opening Date, or the commencement date of the Lease for the Premises) (to be inserted by Franchisor)

\_\_\_\_\_

**6.5. TERM** (years from the Term Commencement Date):

\_\_\_\_\_

**7.6. FURTHER TERM:**

\_\_\_\_\_

**8.7. MINIMUM PERFORMANCE STANDARD:**

For the first year of the Term (beginning with Term Commencement Date):

- (a) During the first three months            \$\_\_\_\_\_ Gross Income per month
- (b) Between 4 – 6 months                    \$\_\_\_\_\_ Gross Income per month
- (c) Between 7 – 9 months                   \$\_\_\_\_\_ Gross Income per month
- (d) Between 10 – 12 months                \$\_\_\_\_\_ Gross Income per month

and thereafter such dollar amount as determined by the Franchisor in accordance with Section 17.2(a).

**9.8. NUMBER OF REFORMERS REQUIRED: MINIMUM OF \_\_\_\_\_**

**~~Schedule 2.1 - Territory~~**

**Search Area Map**

**Schedule 2.2-**

(to be inserted only if Location is not yet determined at the  
time of signing Franchise Agreement)

# LOCATION ADDENDUM

This Addendum is made to the Studio Pilates International Franchise Agreement between Studio Pilates International USA Corp. ("Franchisor"), and \_\_\_\_\_ ("Franchisee"), dated \_\_\_\_\_, 20\_\_.

The parties agree that the Location shall be the following:

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The parties agree that the Territory shall be the following:

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As shown on the attached Territory Map.

**Franchisor:**

By: \_\_\_\_\_  
Jade Winter, President

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

**Franchisee:**

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

Print name: \_\_\_\_\_

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

## **Territory Map**

(to be included either: a) at the time of signing the Franchise Agreement if the Location is determined at the time of signing the Franchise Agreement, or b) at the time of signing the Location Addendum if the Location has not yet been determined at the time of signing the Franchise Agreement)

# Schedule 3

## FEES AND ROYALTIES

(Handwrite and Initial Any Changes)

### 1. INITIAL FRANCHISE FEE

(Clause ~~43~~.1)

Initial Franchise Fee: \$45,000.00

Payable as follows:

\$2,000 refundable holding deposit payable prior to signing this Agreement. (Such deposit shall not be paid until after more than 14 days after Franchisee received the Disclosure Document);

(a) \$43,000 balance payable upon execution of this Agreement.

### 2. ROYALTY

(Clause 3.1)

Royalty:

8% of Gross Sales, commencing on the Sales Commencement Date

Percentage royalty calculated weekly on each Monday for the previous week and payable by close of business on each Wednesday.

### 3. MARKETING FUND

(Clause 3.1)

Marketing Fund Fee: 2% of Gross Sales.

Payable monthly within seven (7) days of receiving an invoice from the Franchisor.

### 4. FRANCHISEE MARKETING

(Clause 18.1, 18.2)

Marketing Launch Package Fee: \$10,000.

This fee is payable to Franchisor upon signing the letter of intent with the landlord

Territory Marketing Amount: ~~\$\_\_\_\_\_ per month (to be adjusted annually by CPI on each anniversary 4% of Gross Sales earned in the Term Commencement Date in accordance with clause 1.2(i)) previous month.~~

**5. OPENING PACKAGE FEE** ~~\$31,000~~\$25,500

(Clause 3.1)

Fee covers the Initial Instructor Training, for up to 68 people, the Initial Business Operations Training for the initial sales ~~and~~, administrative, and management staff, ~~basic standard basic studio the~~ design and ~~construction plans, development of the studio page on the brand's website~~ and ~~pre-opening~~ Marketing and Business Operations support.

Payable as follows: Lump sum upon signing the letter of intent with the landlord.

**6. ARCHITECTURAL PACKAGE FEE** \$21,000

(Clause 3.1)

**6.7. INITIAL INVENTORY** (Specified in Schedule 4)

Initial Inventory Price: \_\_\_\_\_

**7.8. TRANSFER FEE**

(Clauses 3.1, 25)

Transfer Fee: \_\_\_\_\_ ~~\$20,000.00~~ Fifty percent (50%) of our then current initial Franchise Fee.

Payable on the date of transfer of the Franchise in accordance with clause 27.

**8.9. RENEWAL FEE**

(Clauses 3, 26)

Renewal Fee: \_\_\_\_\_ ~~\$10,000.00~~ Twenty-five percent (25%) of our then current Initial Franchise Fee

Payable on renewal of this Agreement in accordance with clause 26.

**9.10. INTEREST**

(Clause 3.2)

Rate: 12% per annum from the date the relevant payment was due until it is paid.

**10.11. TECHNOLOGY ~~COMPUTING FEES~~ SUBSCRIPTION**

(Clauses 3, 15.2)

Technology ~~Fee~~ Subscription: ~~\$1,600~~\$500 - \$1,800 per month

Payable monthly within seven (7) days of receiving an invoice from the Franchisor, in the amount as amended from time to time in accordance with clause 16.3

# Annex A

CONFIDENTIALITY AND NON-~~COMPETITION~~SOLICITATION AGREEMENT

## CONFIDENTIALITY ~~AND NON-COMPETITION~~ AGREEMENT

~~(for shareholders, owners, members, partners, officers, directors, and managers of Franchisee): Studio Pilates International XXXX~~

Employee: XXXX

Pursuant to a Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_ [XXXXXX] (the "Franchise Agreement"), the Franchisee \_\_\_\_\_  
[insert full name] has acquired the right to operate a Franchised Business and the right to use in the operation of the Franchised Business the Business System, as it may be changed, improved and further developed from time to time in the Franchisor's sole discretion, at the Premises.

In consideration of my being a \_\_\_\_\_ [state] [insert position title] of the Franchisee, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby acknowledge and agree as follows:

### 1. DEFINITIONS

The following definitions apply in this document:

**Business Operations Training** means the training in the operation and management of the Business System provided by the Franchisor as part of the Initial Training Program.

**Business System** means the distinct and comprehensive business system owned by, or under licence to, us for the operation of the Franchised Business in accordance with the Manual and utilising the Intellectual Property.

**Confidential Information** means the following whether written, electronic or in any other form:

- (a) the Business System;
- (b) the Intellectual Property;
- (c) the Manual, including any amendments to it and notices or guidelines issued under it;
- (d) all documents and files created or used in connection with the Business System and the Franchised Business;
- (e) all ideas, concepts, trade secrets, know-how, knowledge, systems, processes, formula, accounting information, financial statements, marketing plans, training programs, customer lists, supplier lists, records, computer data bases, computer systems, website coding, Computer Software and technology created or used in connection with the Business System and Franchised Business;
- (f) the Franchise Agreement;

- (g) all information designated by a member of the Network as being confidential;
- (h) copies of Confidential Information; and
- (i) any other information capable of protection in equity as confidential information,

but does not include information which is or becomes public knowledge, unless it became public knowledge through a breach of this Agreement in which case it remains Confidential Information.

**Designs** means any designs created or registered by or for Franchisor in relation to the Business System.

~~**Disclosure Document** means the franchise disclosure document prepared by the Franchisor and given to the Franchisee.~~

**Franchise** means the right granted to a Franchisee to operate a Franchised Business under the terms of the Franchise Agreement.

**Franchised Business** means the business operated by the Franchisee of marketing, supplying and selling the Products and Services in accordance with this Agreement and the Business System, including where the context requires any such business operated by a Franchisee in the Network.

**Franchisor** means Studio Pilates International USA Corp., a Delaware corporation.

**Government Authority** means:

- any local, state or federal government;
- an agency or department of each of those governments;
- a corporation, authority or body that is constituted under statute or regulation for a public purpose; or
- the holder of a statutory office for a public purpose.

**Image** means the distinctive image, brand, goodwill, reputation and recognisable common appearance of the Network created by the use of the Intellectual Property and compliance with the Business System.

**Improvements** means all:

- (a) improvements, enhancements or modifications to and adaptations of any item of Intellectual Property; and
- (b) discoveries, innovations or inventions in connection with carrying on the Franchised Business, made from time to time by us, Franchisee or any member of the Network.

**Initial Training Program** means the initial training program ~~described in clause 16.1,~~ including the Pilates Platinum Training Course and the Business Operations Training.

**Intellectual Property** means:

- (a) the Trade Marks, Patents and Designs;

- (a) The various Class Packs made available for purchase by customers of the Franchised Business to facilitate the Franchisee's provision of the Services, as specified in the Manual;
- (b) Studio Pilates International Workout Mat;
- (c) Studio Pilates International Pilates Socks;
- (d) Studio Pilates International branded clothing and merchandise lines made available by the Franchisor; and

any other products required or approved by us to be marketed, supplied and sold in connection with the Franchised Business from time to time.

**Related Entity** means a related or affiliate entity of the Franchisor.

~~**Relevant Person** means the Franchisee, Principals, Guarantor/s, Shareholders and any Related Entity of each of them.~~

~~**Restraint Area** means all or any of the following:~~

- ~~(a) — Within a 30 mile radius of the boundary of the Territory;~~
- ~~(b) — Within a 30 mile radius from the Premises;~~
- ~~(c) — Within a 30 mile radius from the premises of any other Franchisee;~~
- ~~(d) — Within the Territory.~~

**Restraint Period** means 2 years after the sale, transfer, expiration or termination of this Agreement.

**Services** means the Pilates class services authorized to be provided by the Franchised Business to its customers including:

- (a) Orientation Workout; and
- (b) Studio Pilates International Platinum Workout System;

and any other services required or approved by us to be marketed and provided in connection with the Franchised Business from time to time.

**Shadowing** means completion of on the job training at a studio within the Network as selected by the Franchisor.

**Stationery** means letterhead, invoices, receipts, purchase orders, business cards, email signature block, paper, accounting documents and other documents or identifying materials used in connection with the Franchised Business.

**SPTV** means the method developed by, or under licence to, us for delivering Pilates exercise programs and instructions via a computer network which uses visual images displayed on television screens and projects verbal instructions through speakers.

**Term** means the term of the ~~Franchise Agreement.~~

~~Territory means Employee's employment with the geographical area specified in Schedule 2 Franchisee or any other member of the Franchise Agreement Network.~~

**Trade Marks** means the trade or service marks, registered and unregistered, and any other trademarks created or registered by or for us in relation to the Business System.

## **2. CONFIDENTIAL INFORMATION**

- (a) I agree that I must hold the Confidential Information in strict confidence and must not disclose any of the Confidential Information to any person. I may only use of the Confidential Information for the Permitted Purpose, or as required by law, and not for any other purpose. I must take all necessary and reasonable steps to protect the confidentiality of the Confidential Information. I must inform the Franchisee if I become aware of an actual or suspected breach of this. I must not use the Confidential Information in a way that may be detrimental to the Business System, Network or the other party; or copy or duplicate the Confidential Information unless permitted by this Agreement, the Manual or the other party. The names, addresses and contact details of all customers of the Franchised Business (Customer List) are the property of the Franchisor.
- (b) Notwithstanding any other provision of this Agreement, I may disclose the Confidential Information:
- (i) to Franchisee's directors, employees and professional advisers provided that they agree to keep the Confidential Information confidential;
  - (ii) if the disclosure is necessary solely for the Permitted Purpose; or
  - (iii) in order to comply with any applicable law or legally binding order of any court, Government Authority, or administrative or judicial body.

~~(i) The names, addresses and contact details of all customers of the Franchised Business (Customer List) are the property of the Franchisor.~~

## **3. NON-COMPETITION DURING THE TERMSOLICITATION**

I agree that I shall not, and I will ensure that any person or entity which I control shall not, during the Term and the Restraint Period:

- ~~(a) be directly or indirectly engaged, concerned or interested whether on their own account, or as an employee, consultant, agent, shareholder, director, beneficiary, trustee or otherwise, in any enterprise, corporation, firm, trust, joint venture or syndicate which is:~~
- ~~(i) engaged, concerned or interested in or carrying on any business the same as or substantially similar to the Franchised Business; or~~
  - ~~(ii) engaged, concerned or interested in or carrying on any retailing or supplying of products or services the same as or substantially similar to the Products or Services;~~

- (a) on my own account or for any person, corporation, enterprise, firm, trust, joint venture or entity, entice away any customer from the Franchisor or from any member of the Network;
- (b) procure, employ, seek to employ or engage, or appoint in any capacity (whether as a consultant, director or otherwise):
  - (i) any employee or agent of the Franchisor;
  - (ii) any employee or agent of any member of the Network;
  - (iii) any member of the Network.

#### ~~1. NON-COMPETITION AFTER THE TERM~~

~~I agree that I shall not, and I will ensure that any person or entity which I control shall not, during the Restraint Period:~~

- ~~(a) Within the Restraint Area, be directly or indirectly engaged, concerned or interested whether on my own account, or as an employee, consultant, agent, shareholder, director, beneficiary, trustee or otherwise, in any enterprise, corporation, firm, trust, joint venture or entity which is:
  - ~~(i) engaged, concerned or interested in or carrying on any business the same as or substantially similar to the Franchised Business; or~~
  - ~~(ii) engaged, concerned or interested in or carrying on any retailing or supplying of products or services the same as or substantially similar to the Products or Services;~~~~
- ~~(b) on my own account, or for any person, corporation, enterprise, firm, trust, joint venture or entity, entice away any customer from the Franchisor or from any member of the Network;~~
- ~~(c) procure, employ, seek to employ or engage, or appoint in any capacity (whether as a consultant, director or otherwise):
  - ~~(i) any employee or agent of the Franchisor;~~
  - ~~(ii) any employee or agent of any member of the Network;~~
  - ~~(iii) any member of the Network.~~~~

#### **4. SEPARATE RESTRICTIONS**

- (a) It is intended that each of the restrictions in this Agreement are separate independent restrictions and restraints imposed under this Agreement.
- (b) If any restriction in this Agreement is or will be unenforceable, that does not affect the validity or enforceability of any other restrictions under this Agreement.

- (c) If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction, I expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.
- (d) I understand and acknowledge that the Franchisor and Franchisee shall have the right, in their sole discretion, to reduce the scope of any covenant set forth in this Agreement, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof; and I agree to comply forthwith with any covenant as so modified.

## **5. RESTRAINT REASONABLE**

- (a) I acknowledge that, with respect to each of the prohibitions and restrictions contained in this Agreement:
- (i) The restrictions are reasonable as to period, ~~territorial limitation~~ and subject matter;
  - (ii) the restrictions are intended to help protect or preserve the Franchisor's legitimate business interests, including:
    - (1) the Franchisor's relationship with other Franchisees;
    - (2) the revenue earned from the business conducted by the Franchisor, Franchisees and members of the Network;
    - (3) the goodwill of the Franchisor;
    - (4) the goodwill of other Franchisees; and
    - (5) the ability for the Franchisor to appoint any person to operate the Franchised Business; and
  - (iii) confers a benefit on the Franchisor which is no more than that which is reasonably and necessarily required by the Franchisor for the maintenance and protection of the Franchisor, the members of the Network, and the Business System.
- (b) All of the restrictions in this Agreement are intended to prevent:
- ~~(i) Each Relevant Person, and people and entities associated with them, and its directors, officers, owners or employees from taking unfair advantage of the benefits that may be provided by a franchise for a Franchised Business;~~
  - (i) The misappropriation, misuse or unauthorised use of the Intellectual Property including the Business System or Confidential Information; and
  - (ii) Damage to the Network.

(c) The Restraint Period shall be extended during the period in which ~~any of the Relevant Persons~~ are Employee is violating the Restraint, and shall continue after any violations have ended so that

Franchisor shall receive the benefit of a continuous uninterrupted period of no violations equal to the length of time of the Restraint Period.

**6. INJUNCTIVE RELIEF**

- (a) I acknowledge that any breach or threatened breach of any of the restrictions in this Agreement will cause irreparable and immeasurable damage to the Franchisor and members of the Network, and the Franchisee and/or Franchisor shall be entitled to apply to any court of competent jurisdiction for an injunction to prevent any breach or threatened breach in addition to any other remedy the Franchisee and/or Franchisor may have, without the necessity of posting a bond.
- (b) Franchisor is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Agreement will cause the Franchisor and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisee and/or the Franchisor may apply for the issuance of an injunction preventing me from violating this Agreement, and I agree to pay the Franchisee and the Franchisor all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Agreement is enforced against me.
- (c) Due to the importance of this Agreement to the Franchisee and the Franchisor, any claim I might have against the Franchisee or the Franchisor is a separate matter and does not entitle me to violate, or justify any violation of this Agreement.
- (d) This Agreement shall be construed under the laws of the State of Delaware. The only way this Agreement can be changed is in writing signed by both the Franchisee, Franchisor, and me.

**COVENANTOR:**

FRANCHISEE: STUDIO PILATES  
INTERNATIONAL OF XXXXX

\_\_\_\_\_  
Signature

Print name: \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

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

**FRANCHISEE: STUDIO PILATES  
INTERNATIONAL OF**

---

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EMPLOYEE:

\_\_\_\_\_

By: \_\_\_\_\_

Signature

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

Position: \_\_\_\_\_

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

incurred in connection therewith. It is further agreed that this indemnification and hold harmless agreement shall not require payment to such claimant as a condition precedent to recovery under this paragraph.

4. Each party acknowledges and warrants that his, her or its execution of this Agreement is free and voluntary.

5. Delaware law shall govern the validity and interpretation of this Agreement, as well as the performance due thereunder. This Agreement is binding upon and inures to the benefit of the respective assigns, successors, heirs and legal representatives of the parties hereto.

6. In the event that any action is filed to interpret any provision of this Agreement, or to enforce any of the terms thereof, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred therein.

7. This Agreement may be signed in counterparts, each of which shall be binding against the party executing it and considered as the original.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this agreement effective as of the date first above.

RELEASOR:

\_\_\_\_\_  
\_\_\_\_\_

(Name)

(Signature)

STUDIO PILATES INTERNATIONAL USA CORP.

\_\_\_\_\_

By: \_\_\_\_\_

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

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

**EXECUTED by STUDIO PILATES  
INTERNATIONAL USA CORP.**

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Jade Michael Winter, as President

**EXECUTED by FRANCHISEE:**

**If an individual:**

\_\_\_\_\_  
Signature

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

Date

Signed: \_\_\_\_\_

**If a business entity:**

\_\_\_\_\_  
Signature

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

Business Entity Name: \_\_\_\_\_

Position: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

**SIGNED by [Guarantor],**

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

\_\_\_\_\_  
Signature of Guarantor

Address:  
\_\_\_\_\_  
\_\_\_\_\_

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

**EXHIBIT C TO DISCLOSURE DOCUMENT**

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# **Team Leadership & Management**

## **Operations**

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**Total Pages - 731**



# **Studio Pilates International USA Corp**

## **Independent Auditor's Report and Financial Statements**

December 31, 2023



**Studio Pilates International USA Corp**  
**Contents**  
**December 31, 2023**

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## **Independent Auditor's Report**

Board of Directors and Stockholder  
Studio Pilates International USA Corp  
New York, New York

### ***Opinion***

We have audited the accompanying financial statements of Studio Pilates International USA Corp (a Delaware corporation), which comprise the balance sheet as of December 31, 2023, and the related statements of operations, shareholder's deficit, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Studio Pilates International USA Corp, Inc. as of December 31, 2023, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### ***Basis for Opinion***

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

### ***Responsibilities of Management for the Financial Statements***

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

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

### ***Auditor's Responsibilities for the Audit of the Financial Statements***

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

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

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

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

**Forvis Mazars, LLP**

**Birmingham, Alabama  
June 14, 2024**

**Studio Pilates International USA Corp**  
**Balance Sheet**  
**December 31, 2023**

**ASSETS**

**Current Assets**

Cash and cash equivalents	\$ 277,580
Accounts receivable	<u>82,473</u>
Total current assets	<u>360,053</u>

**Long-Term Assets**

Deferred tax assets	49,402
Deferred sales commissions	<u>25,613</u>
Total long-term assets	<u>75,015</u>

Total assets	<u><u>\$ 435,068</u></u>
--------------	--------------------------

**LIABILITIES AND SHAREHOLDER'S DEFICIT**

**Current Liabilities**

Accounts payable	8,795
Due to affiliates, net	26,911
Due to parent	101,253
Other current liabilities	<u>55,503</u>
Total current liabilities	<u>192,462</u>

**Long-Term Liabilities**

Deferred revenue	<u>281,679</u>
Total long-term liabilities	<u>281,679</u>

**Shareholder's Deficit**

Common stock (10,000 shares authorized, issued and outstanding at par value \$0.0001)	1
Accumulated deficit	<u>(39,074)</u>
Total shareholder's deficit	<u>(39,073)</u>

Total liabilities and shareholder's deficit	<u><u>\$ 435,068</u></u>
---------------------------------------------	--------------------------

**Studio Pilates International USA Corp**  
**Statement of Operations**  
**Year Ended December 31, 2023**

---

<b>Revenue</b>	
Equipment sales	\$ 149,600
Franchise fee	33,529
Pre-opening services fees	23,125
Administrative service fees	112,820
Sales-based royalties	89,435
Other franchise fees	41,184
	<hr/>
	449,693
<b>Cost of Goods Sold</b>	<hr/>
	(71,254)
<b>Gross Profit</b>	<hr/>
	378,439
<b>Operating Expenses</b>	
Selling, general, and administrative	285,354
Salaries and wages	73,719
Other expenses	6,373
	<hr/>
	365,446
<b>Operating Income</b>	<hr/>
	12,993
<b>Other Income</b>	<hr/>
	1,603
<b>Income Before Provision for Income Taxes</b>	<hr/>
	14,596
Provision for income taxes	<hr/>
	(9,077)
<b>Net Income</b>	<hr/> <hr/>
	\$ 5,519

**Studio Pilates International USA Corp**  
**Statement of Changes in Shareholder's Deficit**  
**Year Ended December 31, 2023**

	<u>Common Stock</u>		<u>Accumulated</u>	<u>Total</u>
	<u>Issued and Outstanding</u>			
	<u>Shares</u>	<u>Amount</u>		
<b>Balance, January 1, 2023</b>	10,000	\$ 1	\$ (44,593)	\$ (44,592)
Net Income	-	-	5,519	5,519
<b>Balance, December 31, 2023</b>	<u>10,000</u>	<u>\$ 1</u>	<u>\$ (39,074)</u>	<u>\$ (39,073)</u>

**Studio Pilates International USA Corp**  
**Statement of Cash Flows**  
**Year Ended December 31, 2023**

---

**Operating Activities**

Net loss	\$	5,519
Adjustments to reconcile net loss to net cash provided by operating activities		
Deferred tax assets		(10,983)
Changes in assets and liabilities		
Accounts receivable		(52,934)
Deferred sales commissions		(21,113)
Accounts payable		(4,951)
Due to affiliates, net		5,958
Due to parent		22,345
Other current liabilities		42,729
Deferred revenue		169,275
		<hr/>
Net cash provided by operating activities		155,845
		<hr/>
<b>Net Increase in Cash and Cash Equivalents</b>		155,845
<b>Cash and Cash Equivalents, Beginning of Year</b>		121,735
		<hr/>
<b>Cash and Cash Equivalents, End of Year</b>	\$	<u>277,580</u>

## **Note 1. Nature of Operations**

Studio Pilates International USA Corp (the “Company”) was organized on August 30, 2018, to sell Studio Pilates franchises. The Company serves to provide customers with high intensity aerobic exercise classes to improve health and overall wellbeing, while requiring minimal bodily intensity.

As of December 31, 2023, there were 5 franchise outlets in operation. These franchise outlets are located throughout the United States of America. They are restricted to providing services in their respective territory.

## **Note 2. Summary of Significant Accounting Policies**

### ***Basis of Presentation***

The financial statements of the Company have been prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”) on the accrual basis of accounting. The accompanying financial statements include the accounts of the Company.

### ***Use of Estimates***

The preparation of financial statements in conformity GAAP requires management to make estimates and assumptions that affect certain reported amounts of assets, liabilities, and disclosures. Accordingly, actual amounts could differ from these estimates.

### ***Revisions***

Certain immaterial revisions have been made to the 2022 financial statements for a correction of an error in the classification of shareholder’s equity (deficit) and liabilities as of December 31, 2022. These revisions did not have a material impact on the financial statement line items impacted. The financial statement line items impacted as of December 31, 2022 are as follows:

	<u>As Revised</u>	<u>As Previously Reported</u>	<u>Effect of Change</u>
Balance Sheet			
Due to affiliates, net	\$ 99,861	\$ 20,953	\$ 78,908
Additional paid-in-capital	\$ -	\$ 78,908	\$ (78,908)
Statement of Shareholder’s Equity (Deficit)			
Additional paid-in-capital	\$ -	\$ 78,908	\$ (78,908)
Total shareholder’s equity (deficit)	\$ (44,592)	\$ 34,316	\$ (78,908)

### ***Cash and Cash Equivalents***

The company considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. The Company maintains cash depository accounts, which may at times exceed amounts covered by insurance provided by the U.S. Federal Deposit Insurance Corporation (“FDIC”). This risk is mitigated by maintaining all deposits in high quality financial institutions. The Company has not experienced any losses in such accounts.

**Studio Pilates International USA Corp**  
**Notes to Financial Statements**  
**December 31, 2023**

---

***Business and Credit Concentration***

The Company had one major franchisee that accounted for approximately 84% of accounts receivable at December 31, 2023.

The Company had two major franchisees that accounted for approximately 24% and 42% of revenue at December 31, 2023.

The Company's success is dependent on the ability of its franchisees to generate revenue and pay royalties. The inability of any single franchisee to generate revenue and pay royalties may have a material impact on the Company's financial statements.

***Accounts Receivable***

The Company adopted ASU 2016-13, *Financial Instrument - Credit Losses (Topic 326), Measurement of Credit Losses on Financial Instruments*, related to the impairment of financial instruments. This guidance, commonly referred to as Current Expected Credit Loss ("CECL"), changes impairment recognition to a model that is based on expected losses rather than incurred losses. The measurement of expected credit losses under the CECL methodology is applicable to financial assets measured at amortized cost, including trade receivables. It also applies to off-balance sheet credit exposures and net investments in leases recognized by a lessor in accordance with Topic 842 on leases. The adoption of ASU 2016-13 did not have a material impact on the Company's financial statements for the year ended December 31, 2023.

The Company records accounts receivable at their estimated net realizable value. Price concessions are recorded based on management's estimate of uncollectible accounts, determined by analysis of specific customer accounts. There was no allowance for credit losses at December 31, 2023.

***Revenue Recognition***

The Company derives its revenue from sales of franchises and royalties from franchisees. Revenues are recognized when control of the promised goods or services is transferred to customers in an amount that reflects the consideration the Company expects to be entitled to receive in exchange for those goods or services. The Company applies the five-step model under FASB Accounting Standards Codification ("ASC") Topic 606, *Revenue from Contracts with Customers*, to determine when revenue is earned and recognized.

The Company has elected the practical expedient available to private companies under ASU 2021-02, *Franchisors - Revenue from contracts with customers*, to account for pre-opening activities as one distinct performance obligation for new franchise sales. The initial franchise launch fees are payable based on contract terms prior to the franchise opening. The transaction price is recognized as revenue on a straight-line basis based on the timing of when services are satisfied for pre-opening activities. Initial franchise fees are recognized as revenue on a straight-line basis over the initial term of each respective franchisee's franchise agreement. Franchise renewals and existing franchise sales are recognized as revenue upon execution of the franchise agreement.

The Company received a significant portion of its revenue from sales-based royalties, admin fees, advertising fees, and other fees charged to franchisees. These fees are determined as a percentage of sales and are recognized in the period earned by the Company. Equipment sales and training fees are based on agreed contract price with franchisees. These fees are recognized as revenue when control of the promised goods or services are transferred to franchisees.

The Company capitalizes sales commission expenses paid to contracted sales personnel that are incremental to obtaining franchise contracts. Those costs are deferred and then amortized over the expected period of the benefit, which is the initial term of the franchise agreement. Amortization expenses are included in selling, general, and administrative expenses in the accompanying statement of operations.

**Studio Pilates International USA Corp**  
**Notes to Financial Statements**  
**December 31, 2023**

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***General and Administrative***

General and administrative expenses consist of costs associated with administrative and support functions related to the Company's existing business as well as growth and development activities. These costs primarily consist of advertising, franchise expenses, IT, and professional expenses.

***Advertising Costs***

The Company expenses the costs of advertising as they are incurred. During the year ended December 31, 2023, the Company incurred advertising costs of \$88,180. Advertising costs are included in the selling, general, and administrative expenses in the statement of operations.

***Income Taxes***

The Company is a Corporation and operated as C Corporation from inception. The Company is taxed under the provisions of C Corporation, whereby the Company pays federal and state taxes on its taxable income. Income taxes have been recognized in the financial statements.

Accounting principles generally accepted in the United States of America require management to evaluate tax positions taken by the Company and recognize a tax liability (or asset) if the Company has taken an uncertain tax position that is more likely than not would not be sustained upon examination by the Internal Revenue Service. Management has analyzed the tax positions taken by the Company, and has concluded that as of December 31, 2023, there were no uncertain tax positions taken or expected to be taken that would require recognition of a liability (or asset) or disclosure in the financial statements.

Tax positions are recognized if it is more likely than not, based on the technical merits, the tax position will be realized or sustained upon examination. The term "more likely than not" means a likelihood of more than 50%; the terms examined and upon examination also include resolution of the related appeals or litigation processes, if any. A tax position that meets the more-likely-than-not recognition threshold is initially and subsequently measured as the largest amount of tax benefit that has a greater than 50% likelihood of being realized upon settlement with a taxing authority that has full knowledge of all relevant information. The determination of whether or not a tax position has met the more-likely-than-not recognition threshold considers the facts, circumstances, and information available at the reporting date and is subject to management's judgment.

**Note 3. Related Party Transactions**

***Due to Parent***

At December 31, 2023, the Company received \$99,865 in advances from Studio Pilates Australia Pty Ltd. These advances are non-interest bearing and unsecured. Management expects for the advances to be repaid during the year ended December 31, 2024, thus, these payable balances have been included in current liabilities in the balance sheet. The Company also had \$1,388 in accounts payable due to Studio Pilates International Australia Pty Ltd.

***Due to Affiliates, Net***

At December 31, 2023, the Company advanced \$7,426 and \$853 to Studio Pilates International Canada Ltd and an officer of the Company, respectively. These advances are non-interest bearing and unsecured. Management expects for the advances to be repaid during the year ended December 31, 2024, thus, these payable balances have been included in current liabilities in the balance sheet. The Company also had \$35,190 in accounts payable due to Studio Pilates Industries Pty Ltd. These amounts are presented in the due to affiliates, net on the accompanying balance sheet as of December 31, 2023.

**Studio Pilates International USA Corp**  
**Notes to Financial Statements**  
**December 31, 2023**

---

The Company purchases all equipment sold to franchisees from Studio Pilates Industries Pty Ltd. The Company purchased equipment in the amount of \$71,254 during the year ended December 31, 2023, which is presented in cost of goods sold on the accompanying statement of operations.

**Note 4. Income Taxes**

The provision for income taxes consists of the following for the year ended December 31:

Current (benefit) provision	
Federal	\$ 17,340
State	<u>2,720</u>
	<u>20,060</u>
Deferred tax (benefit) provision	
Federal	(11,593)
State	<u>610</u>
	<u>(10,983)</u>
Income tax expense	<u>\$ 9,077</u>

The tax effects of temporary differences related to deferred taxes shown on the balance sheets were:

Deferred tax assets	
Change in balance, accounts payable	\$ 11,059
Deferred revenue	60,376
Other	<u>3,300</u>
	<u>74,735</u>
Deferred tax liabilities	
Change in balance, deferred sales commissions	(5,164)
Change in balance, accounts receivable	<u>(20,169)</u>
	<u>(25,333)</u>
Net deferred tax asset	<u>\$ 49,402</u>

The difference between the Company's effective tax rate and the statutory federal income tax rate during the year ended December 31, 2023 is primarily due to state income taxes and non-deductible expenses.

**Note 5. Subsequent Events**

Management has evaluated all subsequent events and transactions for potential recognition or disclosure through June 14, 2024, the date the financial statements were available to be issued and concluded that there were no other events or transactions which required recognition or disclosure in these financial statements.



# **Studio Pilates International USA Corp**

**Financial Statements and Independent Auditors' Report  
As of December 31, 2022 and 2021**



## INDEPENDENT AUDITORS' REPORT

To the Board of Directors and Stockholder  
of Studio Pilates International USA Corp

### **Opinion**

We have audited the accompanying financial statements of Studio Pilates International USA Corp (a Delaware corporation), which comprise the balance sheets as of December 31, 2022 and 2021, and the related statements of income, retained earnings, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Studio Pilates International USA Corp, Inc. as of December 31, 2022 and 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

### **Basis for Opinion**

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

### **Responsibilities of Management for the Financial Statements**

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

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

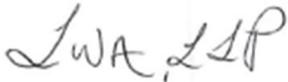
### **Auditor's Responsibilities for the Audit of the Financial Statements**

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

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

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

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



LWA, LLP

Los Angeles, California

April 25, 2023

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**Studio Pilates International USA Corp**
**Balance Sheets**
**As of December 31, 2022 and 2021**

<b>ASSETS</b>	<b>2022</b>	<b>2021</b>
Current assets		
Cash and cash equivalents	\$ 121,735	\$ 143,605
Accounts receivables	29,539	7,949
Prepaid state taxes	35	
Total current assets	<u>151,309</u>	<u>151,554</u>
Long-term assets:		
Deferred income tax assets	38,384	17,074
Deferred commission	4,500	-
Total long-term assets	<u>42,884</u>	<u>17,074</u>
<b>TOTAL ASSETS</b>	<u><u>\$ 194,193</u></u>	<u><u>\$ 168,628</u></u>
<b>LIABILITIES</b>		
Current liabilities		
Accounts payable	\$ 13,746	\$ 12,757
Federal income tax payable	-	3,708
State income tax payable	-	1,446
Due to affiliates, net	20,953	9,990
Other current liabilities	12,774	5,680
Total current liabilities	<u>47,473</u>	<u>33,581</u>
Long-term liabilities		
Deferred revenue	112,404	60,333
Total long-term liabilities	<u>112,404</u>	<u>60,333</u>
<b>SHAREHOLDER'S EQUITY</b>		
Common stock (10,000 shares authorized, issued and outstanding at par value \$0.0001)	1	1
Additional paid-in capital	78,907	78,907
Accumulated deficits	(44,592)	(4,194)
Total shareholder's equity	<u>34,316</u>	<u>74,714</u>
<b>TOTAL LIABILITIES AND SHAREHOLDER'S EQUITY</b>	<u><u>\$ 194,193</u></u>	<u><u>\$ 168,628</u></u>

See accompanying notes to the financial statements and auditors' report

**Studio Pilates International USA Corp**
**Income Statements  
For the Year Ended December 31, 2022 and 2021**

	<u>2022</u>	<u>2021</u>
<b>REVENUE</b>		
Equipment sales	\$ -	\$ 87,169
Franchise fee	10,000	18,001
Service fee	64,566	51,259
Training fee	32,945	24,300
Technology fee	34,913	20,675
Marketing fee	15,073	-
Digital marketing fee	27,884	-
Other revenue	141	2,097
Total Sales	<u>185,522</u>	<u>203,501</u>
<b>Less: COST OF GOODS SOLD</b>	-	76,759
<b>GROSS PROFIT</b>	<u>185,522</u>	<u>126,742</u>
<b>Less: OPERATING EXPENSE</b>		
Advertising	36,286	31,334
Bad debt expense	16,637	5,991
Bank charges	5,393	5,299
Professional fees	65,985	35,315
Office expenses	2,261	-
Taxes and licenses	400	1,050
Travel, meal and entertainment	52,588	3,054
Franchise expenses	61,010	17,389
Other expenses	819	-
Total operating expenses	<u>241,379</u>	<u>99,432</u>
<b>NET INCOME FROM OPERATIONS</b>	<u>(55,857)</u>	<u>27,310</u>
<b>NET INCOME BEFORE PROVISION FOR INCOME TAXES</b>	<u>(55,857)</u>	<u>27,310</u>
Income tax (benefit)	<u>(15,459)</u>	<u>(11,920)</u>
<b>NET INCOME</b>	<u><u>\$ (40,398)</u></u>	<u><u>\$ 39,230</u></u>

## Studio Pilates International USA Corp

### Statement of Shareholder's Equity As of December 31, 2022 and 2021

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	Common Stock Issued and Outstanding		Paid-in-Capital	Retained Earnings	Total
	Shares	Amount			
Balance, January 1, 2021	10,000	\$ 1	78,907	\$ (43,424)	\$ 35,484
Shares issued	-	-	-	-	-
Shares repurchased	-	-	-	-	-
Net income	-	-	-	39,230	39,230
Balance, December 31, 2021	10,000	1	78,907	(4,194)	74,714
Shares issued	-	-	-	-	-
Shares repurchased	-	-	-	-	-
Net income	-	-	-	(40,398)	(40,398)
Balance, December 31, 2022	10,000	\$ 1	78,907	\$ (44,592)	\$ 34,316

See accompanying notes to the financial statements and auditors' report

**Studio Pilates International USA Corp**
**Statement of Cash Flows  
For the Year Ended December 31, 2022 and 2021**

	<u>2022</u>	<u>2021</u>
<b>CASH FLOW FROM OPERATING ACTIVITIES</b>		
Net income	\$ (40,398)	\$ 39,230
Adjustment to reconcile net income to net cash provided by operating activities:		
Changes in assets and liabilities:		
(Increase) decrease in accounts receivable	(21,590)	19,973
(Increase) in deferred tax assets	(21,310)	(17,074)
(Increase) in deferred commission	(4,500)	-
Increase in accounts payable	989	10,645
Increase (decrease) in federal income tax payable	(3,708)	3,708
Increase (decrease) in state income tax payable	(1,446)	1,446
Increase in other current liabilities	7,094	4,257
Increase in deferred revenue	52,071	17,999
<b>CASH FLOW PROVIDED (USED) BY OPERATING ACTIVITIES</b>	<b>(32,798)</b>	<b>80,184</b>
<b>CASH FLOW FROM FINANCING ACTIVITIES</b>		
Increase in dues to affiliates, net	10,928	9,990
<b>CASH FLOW PROVIDED BY FINANCING ACTIVITIES</b>	<b>10,928</b>	<b>9,990</b>
Net increase (decrease) in cash and cash equivalents	(21,870)	90,174
Cash and cash equivalents at beginning of year	143,605	53,431
Cash and cash equivalents at end of year	<u>\$ 121,735</u>	<u>\$ 143,605</u>

**SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION**

	<u>2022</u>	<u>2021</u>
Cash paid during the year for:		
Interest	\$ -	-
Income taxes	\$ 9,559	-

## Studio Pilates International USA Corp

### Notes to the Financial Statements For the Year Ended December 31, 2022 and 2021

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#### Note 1 – Summary of Significant Accounting Policies

##### Description of business:

Studio Pilates International USA Corp (the “Company”) was organized on August 30, 2018, to sell Studio Pilates franchises. The Company was created to offer a high intensity, low impact workout experience that improves athletic performance and strengthens the body.

As of December 31, 2022, there were two franchise outlets sold and four franchise outlets in operation. These franchise outlets are in New York, North Carolina, Kentucky and Colorado. They are restricted to providing services in their respective territory. There were two franchise outlets under development and no closure during the year ending December 31, 2022.

As of December 31, 2021, there were four franchise outlets sold in operation. These franchise outlets are in New York, North Carolina and Kentucky. They are restricted to providing services in their respective territory. There was no franchise outlet under development and no closure during the year ending December 31, 2021.

##### Use of estimates:

A summary of the Company’s significant accounting policies consistently applied in the preparation of the accompanying financial statements follows:

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (“GAAP”) requires management to make estimates and assumptions that affect certain reported amounts of assets, liabilities, and disclosures. Accordingly, actual amounts could differ from these estimates.

##### Cash and cash equivalents:

The company considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. The Company maintains deposits primarily in one financial institution, which may at times exceed amounts covered by insurance provided by the U.S. Federal Deposit Insurance Corporation (“FDIC”). The Company has not experienced any losses related to amounts in excess of FDIC limits.

##### Business and credit concentration:

The Company had two major customers that accounted for approximately 85% of revenue for the year ended December 31, 2021. The two largest customer account balances accounted for 100% of accounts receivable at December 31, 2021. The loss of these customers could have a material adverse effect on the Company.

The Company had one major customer that accounted for approximately 56% of revenue for the year ended December 31, 2022. The two largest customer account balances accounted for 87.28% of accounts receivable at December 31, 2022. The loss of these customers could have a material adverse effect on the Company.

## Studio Pilates International USA Corp

### Notes to the Financial Statements For the Year Ended December 31, 2022 and 2021

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#### Note 1 – Summary of Significant Accounting Policies (Continued)

##### Business and credit concentration (continued):

The Company's success is dependent on the ability of its franchise outlets to generate revenue and pay royalties. The inability of any single outlet to generate revenue and pay royalties may have a material impact on the Company's financial position and results of operations.

##### Accounts receivable:

Accounts receivables are reported as invoice value. The Company maintains an allowance for doubtful accounts for estimated losses resulting from the inability of its franchisees to make the required payments. Management considers the age of accounts receivable balances and general economic issues when determining the collectability of specific accounts. Based on management's assessment, the Company provides for estimated uncollectible amounts through a charge to earnings and a credit to the allowance for doubtful accounts. Balances that remain outstanding after reasonable collection efforts are written off through a charge to the allowance for doubtful accounts and credit to accounts receivable. There were no allowance for uncollectible accounts at December 2022 and 2021, respectively.

The Company recognized \$16,637 and \$5,991 in bad debt from its franchisees in 2022 and 2021, respectively.

##### Fair value measurement:

Fair value measurements are performed in accordance with the guidance provided by ASC 820, "Fair Value Measurements and Disclosures." ASC 820 defines fair value as the price that would be received from selling an asset, or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Where available fair value is based on observable market prices or parameters or derived from such prices or parameters. Where observable prices or parameters are not available, valuation models are applied.

ASC 820 establishes a fair value hierarchy that requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. Assets and liabilities recorded at fair value in the financial statements are categorized based upon the hierarchy of levels of judgment associated with the inputs used to measure their fair value.

Hierarchical levels directly related to the amount of subjectivity associated with the inputs to fair valuation of these assets and liabilities are as follows:

- Level 1 – Quoted prices in active markets for identical assets or liabilities that an entity has the ability to access.
- Level 2 – Observable inputs other than quoted prices included in Level 1, such as quoted prices for similar assets and liabilities in active markets; quoted prices for identical or similar assets and liabilities in markets that are not active; or other inputs that are observable or can be corroborated by observable market data.
- Level 3 – Unobservable inputs that are supportable by little or no market activity and that are significant to the fair value of the asset or liability.

The carrying amounts of the Company's financial instruments, including cash, receivables, due to from affiliates and accounts payable approximate their fair values based on their short-term nature.

## Studio Pilates International USA Corp

### Notes to the Financial Statements For the Year Ended December 31, 2022 and 2021

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#### Note 1 – Summary of Significant Accounting Policies (Continued)

##### Revenue Recognition

The Company recognizes revenue in accordance with the Financial Accounting Standards Board issued Accounting Standards Update 2014-9, *Revenue from Contracts with Customers* (Topic 606) (codified as ASC 606). ASC 606 is based upon the principle that revenue is recognized to depict the contractual transfer of goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods and services utilizing a five-step revenue recognition model, which steps include (i) identify the contract(s) with a customer, (ii) identify the performance obligations in the contract, (iii) determine the contract price, (iv) allocate the transaction price to the performance obligations in the contract; and (v) recognize revenue when (or as) the entity satisfies a performance obligation.

In accordance with ASC 606, franchise fees are recognized as deferred revenue at the time a franchise agreement is executed or when a location commences operations. The deferred revenue is then recognized as revenue pro-rata over the term of the agreement. For area development agreements, the development fees are recognized as deferred revenue at the time an area development agreement is executed. The deferred revenue is recognized pro-rata over the term of the agreement or when the required number of franchises in the area development agreement are satisfied, whichever occurs earlier.

The Company capitalized sales commission expenses paid to internal sales personnel that are incremental to obtaining franchise contracts. Those costs are deferred and then amortized over the expected period of the benefit, which is estimated to be 10 years. Amortization expenses are included in the sales commission in the accompanying income statement.

Service, training, technology, marketing, and digital marketing fees are recognized in the period earned. Service and marketing fees are based on the percentage of franchisee gross sales. Equipment sales are recognized when products are shipped.

##### Advertising costs:

The Company expenses the costs of advertising as they are incurred. During the years ended December 31, 2022 and 2021, the Company incurred advertising costs of 36,286 and 31,334, respectively.

##### Income taxes:

The Company is a Corporation and operated as C Corporation from inception. The Company is taxed under the provisions of C Corporation, whereby the Company pays federal and state taxes on its taxable income. Income taxes have been recognized in the financial statements.

Accounting principles generally accepted in the United States of America require management to evaluate tax positions taken by the Company and recognize a tax liability (or asset) if the Company has taken an uncertain tax position that are more likely than not would not be sustained upon examination by the Internal Revenue Service. Management has analyzed the tax positions taken by the Company, and has concluded that as of December 31, 2022 & 2021, there were no uncertain tax positions taken or expected to be taken that would require recognition of a liability (or asset) or disclosure in the financial statements.

**Studio Pilates International USA Corp**
**Notes to the Financial Statements  
For the Year Ended December 31, 2022 and 2021**


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**Note 1 – Summary of Significant Accounting Policies (Continued)**
Recent accounting pronouncement

In June 2016, the FASB issued ASU 2016-13, Measurement of Credit Losses on Financial Instruments, which provides new guidance for the accounting for credit losses on instruments within its scope, including trade receivables. The new guidance introduces an approach based on expected losses to estimate credit losses on certain types of financial instruments and is effective for fiscal years beginning after December 15, 2022. The Company is currently evaluating the impact this ASU will have on its financial statements.

**Note 2 – Related Party Transactions**
Due to affiliate, net:

At December 31, 2022, the Company received \$21,806 in advances from Studio Pilates International Australia Pty Ltd, the Company's parent company. The Company also advanced \$853 to the CEO of Studio Pilates International Australia Pty. These advances are non-interest bearing and unsecured and are presented net in the amount of \$20,953. Management expects for the advances to be repaid during the year ended December 31, 2023. As such, these payable balances have been included in current liabilities in the balance sheets. The Company also had \$65 in accounts payable due to Studio Pilates International Australia Pty Ltd.

At December 31, 2021, the Company received \$9,990 in advances from Studio Pilates International Australia Pty Ltd. These advances are non-interest bearing and unsecured and short term in nature and thus are treated as current liabilities.

**Note 3 – Contingencies, Risks and Uncertainties**
Litigation

Although Management is not aware of any lawsuits or unasserted claims, as of December 31, 2022 and 2021, the Company is subject to litigation and claims arising in the ordinary course of business.

Credit risk

The Company maintains its cash accounts with federally insured banks. Amounts are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. As of December 31, 2022 and 2021, the Company did not maintain cash in excess of FDIC insured limits.

**Note 4 – Income Taxes**

Book income (loss) before income taxes for the years ended December 31, 2022 and 2021, are as follows:

<b>Income/ (Loss) Before Income Taxes</b>	<b>2022</b>	<b>2021</b>
Total	(61,531)	27,310

The components of income tax expense attributable to operations were as follows for the years ended December 31, 2022, and 2021:

**Studio Pilates International USA Corp**
**Notes to the Financial Statements  
For the Year Ended December 31, 2022 and 2021**
**Note 4 – Income Taxes (Continued)**

<b>Current Tax Expense:</b>		<b>2022</b>	<b>2021</b>
Current:			
	Federal	4,326	3,708
	State	1,525	1,446
Deferred:			
	Federal	(17,809)	(12,670)
	State	(3,502)	(4,404)
	<b>Total</b>	<b>(15,460)</b>	<b>(11,920)</b>

The reconciliation of income tax (benefit) within the statement of income and amounts computed at the statutory federal income tax rate for the twelve months ended December 31, 2022 and December 31, 2021, are as follows:

<b>Tax Rate Reconciliation</b>	<b>2022</b>	<b>2022</b>	<b>2021</b>	<b>2021</b>
	<b>Tax Amount</b>	<b>Percentage</b>	<b>Tax Amount</b>	<b>Percentage</b>
Tax Expense at US Federal Statutory Rates	(13,270)	-21.00%	5,735	21.00%
State Income Taxes, Net of Fed Income Tax	(1,725)	-2.73%	2,017	7.39%
Federal Income Tax Expense	908	1.48%	-	0.00%
Other Adjustment	(1,782)	-2.87%	(19,672)	-72.03%
Provision For Income Taxes	(15,868)	-25.13%	(11,920)	-43.65%
Pretax Net Income (Loss)	(61,531)		27,310	
<b>Effect Tax Rate</b>	<b>-25.13%</b>		<b>-43.66%</b>	

The Company recorded federal and state income tax expenses for 2022 and 2021 for \$4,326 and \$1,525 and \$3,708 and 1,446, respectively. The lack of federal tax expense in 2022 and 2021 can be attributed to high operational and start-up expenses, which are common among emerging growth companies, resulting in continued net operating losses throughout 2022 and decreased earnings in 2021.

Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases, operating loss, and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect of a change in tax assets and liabilities are included in the other assets and other liabilities category of the consolidated balance sheets when applicable.

On December 31, 2022, and 2021 the Company had a gross federal net operating loss carryover of \$7,707 and \$0.00, respectively, and has incurred state operating loss carryovers for the following states in tax year in 2022. The Tax Cuts and Jobs Act of 2017 permitted NOLs to be carried forward indefinitely until fully utilized.

<b>Federal Net Operating Losses (NOLs):</b>	<b>2022</b>	<b>2021</b>
Federal Net Operating Loss	7,707	-
Net DTA/ (DTL)	7,707	-

**Studio Pilates International USA Corp**
**Notes to the Financial Statements  
For the Year Ended December 31, 2022 and 2021**
**Note 4 – Income Taxes (Continued)**

<b>State Net Operating Losses (NOLs):</b>	<b>2022</b>	<b>2021</b>
Kentucky NOL	852	-
New York NOL	553	-
North Carolina NOL	433	-
Net DTA/ (DTL)	1,838	-

<b>Deferred Tax Assets:</b>	<b>2022</b>		<b>2021</b>	
	<b>Federal</b>	<b>State</b>	<b>Federal</b>	<b>State</b>
Intangibles	1,589	262	-	-
Change in Balance - SPI USA Card	97	16	-	-
Deferred Revenue - Franchise Fee	22,199	3,653	12,670	4,404
Change in Balance - Commission Amortizable	(945)	(156)	-	-
Change in Balance - A/R	(1,525)	(251)	-	-
Change in Balance - A/P	1,357	223	-	-
Deferred Revenue True-up	-	2,319	-	-
Net DTA/ (DTL)	22,772	6,066	12,670	4,404

A valuation allowance is recognized if, based on the weight of available evidence, it is more-likely-than-not that some portion, or all, of the deferred tax asset will not be realized. This evidence is made on a gross basis as opposed to a net basis. The four sources of taxable income to be considered in determining whether a valuation allowance is required include:

- taxable income in prior carryback years, now permitted under the CARES Act of 2020
- future reversals of existing taxable temporary differences
- tax planning strategies
- future taxable income exclusive of reversing temporary differences and carryforwards.

Based on the lack of reoccurring net operating losses within the past three consecutive tax years, a valuation allowance does not need to be recorded for the 2022 or 2021 deductible deferred tax assets of \$38,384 and \$17,074 respectively. The Company will continue to monitor the four sources of taxable income listed above on an ongoing basis to determine whether we will realize any part of our cumulative deferred tax asset going forward.

In addition, due to the carryforward periods of Studio Pilates International USA Corporation, management's projection of future taxable income for the next 15 years is deemed more than sufficient to utilize substantially all the federal and state NOLs.

The Company recognizes interest and penalties related to unrecognized tax benefits within the Benefit (provision for) income taxes line in the Income Statements. Accrued interest and penalties are included within the related tax liability line in the balance sheets. No accrued interest and penalties have been recorded as of December 2022, or 2021, respectively.

## Studio Pilates International USA Corp

### Notes to the Financial Statements For the Year Ended December 31, 2022 and 2021

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#### **Note 4 – Income Taxes (Continued)**

The Company is subject to income taxes in the U.S. federal jurisdiction, and the state jurisdictions of New York, Kentucky, North Carolina, and Delaware. Tax regulations within each jurisdiction are subject to the interpretation of the related tax laws and regulations and require significant judgement to apply. Company tax years 2022, 2021, 2020 and 2019 remain open for examination until their statute of limitations expire in each applicable jurisdiction.

#### **Note 6 – Subsequent Events**

Management has evaluated all subsequent events and transactions for potential recognition or disclosure through April 25, 2023, the date the financial statements were available to be issued and concluded that there were no other events or transactions which required recognition or disclosure in these financial statements.

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AUDITED THESE FIGURES OR EXPRESSED HIS/HER  
OPINION WITH REGARD TO THE CONTENT OR FORM

## Balance Sheet - UNAUDITED

Studio Pilates International USA Corporation  
As of March 31, 2024

MAR 31, 2024

### Assets

#### Current Assets

##### Cash and Cash Equivalents

AWX_SPI USA Corp_CAD	48.29
AWX_SPI USA Corp_USD	41,536.44
Direct Debit - USD	3,186.48
STUDIO PILATES INTERNATIONAL U	490,270.94
Term Deposit	5,334.21
<b>Total Cash and Cash Equivalents</b>	<b>540,376.36</b>

Accounts Receivable	373,760.26
Commission Amortizable	24,225.00
Loan to Jade	852.55
<b>Total Current Assets</b>	<b>939,214.17</b>

**Total Assets** **939,214.17**

### Liabilities and Equity

#### Liabilities

##### Current Liabilities

Accounts Payable	56,125.21
Accounts Payable - SPI Australia Pty Ltd	99,865.21
AWX_SPI USA Corp_AUD	750.49
Deferred Income	283,679.00
Deferred Tax Liability	14,075.00
NY City Tax	203.22
Other Payroll Liability	(246.48)
Sales Tax	31,016.88
SPI USA Corp Credit Card	1,604.69
State Income Tax Payable	(35.00)
Suspense	(689.97)
Territory Deposits	27,824.80
<b>Total Current Liabilities</b>	<b>514,173.05</b>

##### Long Term Liabilities

Loan SPI Canada	(7,426.66)
<b>Total Long Term Liabilities</b>	<b>(7,426.66)</b>

**Total Liabilities** **506,746.39**

#### Equity

Current Year Earnings	518,513.74
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Balance Sheet - UNAUDITED

	MAR 31, 2024
Owner's Capital	1.00
Retained Earnings	(86,046.96)
<b>Total Equity</b>	<b>432,467.78</b>
<b>Total Liabilities and Equity</b>	<b>939,214.17</b>

● Exchange rates used to convert foreign currency into USD are shown below. Rates are provided by XE.com unless otherwise stated.

• Mar 31, 2024

 1.53241 AUD (Australian Dollar) – on Apr 1, 2024

 1.35278 CAD (Canadian Dollar) – on Apr 1, 2024

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## Income Statement (Profit and Loss) - UNAUDITED

Studio Pilates International USA Corporation  
For the 3 months ended March 31, 2024  
Accrual Basis

***UNAUDITED***

	JAN-MAR 2024
<b>Income</b>	
<b>Head Office Income</b>	
Franchise Fee Income	180,000.00
Interest Income	15.92
Rebate Income	438.47
Education Course Fee Income	22,009.84
Service Fee Income	39,466.47
Sales Products - Reformers	304,800.00
<b>Total Head Office Income</b>	<b>546,730.70</b>
<b>Reimbursements</b>	
Technology Fee Income	15,366.53
Digital Marketing Income - Media	9,088.00
<b>Total Reimbursements</b>	<b>24,454.53</b>
Conference Fee Income	4,142.00
Franchise Launch Package	98,375.00
Pre-Launch Marketing - Videography	335.63
Pre-Launch Marketing - Printing and Collateral	(1,172.60)
Pre-Launch Marketing - Digital	3,472.12
Sales Products - Studio Accessories	1,200.00
Sales Product - AV	37,004.02
<b>Total Income</b>	<b>714,541.40</b>
<b>Less Cost of Sales</b>	
COGS Products - Franchisee AV Setup	36,351.65
Customs Charges	3,675.65
<b>Franchisee Subscriptions &amp; Costs</b>	
Franchisee Subscription - MBO	2,397.03
Franchisee Subscription - WeDoh	2,117.25
Franchisee Subscription - Xero	541.50
<b>Total Franchisee Subscriptions &amp; Costs</b>	<b>5,055.78</b>
<b>Franchisor Subscriptions</b>	
Franchisor Subscription - Yesware	62.07
<b>Total Franchisor Subscriptions</b>	<b>62.07</b>

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Income Statement (Profit and Loss) - UNAUDITED

	JAN-MAR 2024
Franchisee Referral Expense	1,250.00
<b>Total Less Cost of Sales</b>	<b>46,395.15</b>
<b>Gross Profit</b>	<b>668,146.25</b>
<b>Less Operating Expenses</b>	
Bad Debt	5,527.50
<b>Accounting, Consulting &amp; Legal</b>	
Professional Fees - Accounting	9,237.95
Professional Fees - Audit	36,750.00
Professional Fees - Legal	8,444.45
Professional Fees - Sales Tax Advice	2,000.00
<b>Total Accounting, Consulting &amp; Legal</b>	<b>56,432.40</b>
<b>Bank, Interest &amp; Fines</b>	
Foreign Currency Gains & Losses	(15.21)
<b>Total Bank, Interest &amp; Fines</b>	<b>(15.21)</b>
<b>Education Costs</b>	
Course Facilitator Fees	2,000.00
Mentor Training Fees	(1,800.00)
<b>Total Education Costs</b>	<b>200.00</b>
<b>Employee Costs</b>	
Payroll Tax Expense	2,616.17
Wages & Salaries	33,390.25
<b>Total Employee Costs</b>	<b>36,006.42</b>
<b>Merchant Fees</b>	
Merchant Fees - CHASE	913.49
Merchant Fees - GoCardless	45.00
Merchant Fees - PaymentTech	135.00
Merchant Fees - Stripe	2,489.89
<b>Total Merchant Fees</b>	<b>3,583.38</b>
<b>Office Costs</b>	
Software	65.34
Printing	(48.43)
<b>Total Office Costs</b>	<b>16.91</b>
<b>Travel Costs</b>	
Meals & Entertainment	1,822.95
Tolls & Parking Fees	125.23
Travel - Automobile	895.54
Travel - Domestic	5,308.14
Travel - International	811.82

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Income Statement (Profit and Loss) - UNAUDITED

	JAN-MAR 2024
Travel - Telephone	190.80
Mileage Reimbursement	348.00
<b>Total Travel Costs</b>	<b>9,502.48</b>
Other Expense	324.76
Franchisee Travel Reimbursement	1,183.31
Franchisor B2B Facebook	13,154.60
MFund Digital Stack Software Subscription	980.57
MFund Paid Digital Advertising	12,813.46
Franchise Marketing	322.96
<b>Total Less Operating Expenses</b>	<b>140,033.54</b>
<b>Operating Income</b>	<b>528,112.71</b>
<b>Non-operating Income</b>	
<b>Marketing Fund Income</b>	
Marketing Levy Income	10,321.14
<b>Total Marketing Fund Income</b>	<b>10,321.14</b>
<b>Total Non-operating Income</b>	<b>10,321.14</b>
<b>Non-operating Expenses</b>	
<b>Marketing Fund Expenses</b>	
MFund - Amplify App Development	334.41
MFund Google Adwords	19,415.83
MFund Printing	169.87
<b>Total Marketing Fund Expenses</b>	<b>19,920.11</b>
<b>Total Non-operating Expenses</b>	<b>19,920.11</b>
<b>Net Income</b>	<b>518,513.74</b>

## STATE OF CALIFORNIA

**The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.**

**The Franchise Disclosure Document is amended as follows:**

1. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

2. The Franchisor's website URL address is [www.studiopilates.com](http://www.studiopilates.com).

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at [www.dpfi.ca.gov](http://www.dpfi.ca.gov).

3. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

4. You must sign a general release if you renew or transfer your franchise. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

5. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

6. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

7. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

8. The franchisor will not enforce in California the prohibition on franchisee employing or soliciting for employment any current or former employee of franchisor or its affiliates or other franchisees (also known as a no-poach/non-solicitation provision) in sections 24.1 and 24.2 of the Franchise Agreement that is disclosed in Item 17, rows q and r.

8-9. The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

9-10. The Franchise Agreement requires binding arbitration. The arbitration will occur at New York, New York, with the costs being borne by equally by the Franchisee and the Franchisor.

**AMENDMENT TO FRANCHISE AGREEMENT  
(CALIFORNIA)**

THIS AMENDMENT TO FRANCHISE AGREEMENT (this "Amendment") is made as of the last date set forth on the signature page to this Amendment, by and between Franchisee and STUDIO PILATES INTERNATIONAL USA CORP., a Delaware Corporation, ("Franchisor" or "we"). All capitalized terms not defined herein shall have the meaning set forth in the Franchise Agreement, as defined below.

WHEREAS, Franchisor and Franchisee entered into that certain Franchise Agreement dated as of                     ,                     , 20    ] (the "Franchise Agreement"); and

WHEREAS, Franchisor and Franchisee hereby wish to amend the Franchise Agreement in accordance with the terms and conditions contained in this Amendment.

NOW THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereby agree to amend the Franchise Agreement as follows:

1. The following sections are deleted: Recital E; paragraph 21.1(h), (i), and (j); and paragraph 21.2.

1.2. The following is added to Section 33.13:

“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.”

IN WITNESS WHEREOF, the parties have executed this Amendment to Franchise Agreement on the dates set forth below.

**FRANCHISOR:**  
STUDIO PILATES INTERNATIONAL USA CORP.

**FRANCHISEE:**

\_\_\_\_\_  
Jade Winter, President

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Print name and position

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

## STATE OF ILLINOIS

### The Franchise Disclosure Document is amended as follows:

~~1. Item 5, Section entitled “Initial Franchise Fee,” is amended as follows:~~

~~The following paragraph is deleted from Item 5:~~

~~“You must pay us a \$45,000 non-refundable lump sum Franchise Fee (the “Franchise Fee”) when you sign the Franchise Agreement. Of this amount, you may elect to pay \$2,000 of this initial franchise fee as a refundable holding deposit to hold the territory until you sign the franchise agreement or until we decide to return the deposit and not to move forward with the proposed agreement.”~~

~~The following paragraph is added to Item 5:~~

~~“The initial franchise fee is payable in a lump sum. Your obligation to pay the initial franchise fee is deferred until the time when we have fulfilled all of our pre-opening obligations owed to you under the franchise agreement and other agreements, and you have commenced doing business pursuant to the franchise agreement. The Illinois Attorney General’s Office imposed this deferral requirement due to Franchisor’s financial condition. The initial franchise fee is not refundable.”~~

~~2.1.~~ Illinois law governs the Franchise Agreement(s).

~~3.2.~~ In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

~~4.3.~~ Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

~~5.4.~~ In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

~~6.5.~~ In Illinois, the Physical Fitness Services Act, 815 ILCS 645/14(a) (West 2016), sets forth that "a physical fitness center shall have available and on its premises, during staffed business hours, at least one person who holds a valid certificate indicating that he [she] has successfully completed a course of training in basic cardiopulmonary resuscitation which complies with generally recognized standards for basic cardiopulmonary resuscitation."

~~7.6.~~ Exhibit H (Compliance Questionnaire) of the Franchise Disclosure Document is deleted. You are not required to sign the Compliance Questionnaire.

**AMENDMENT  
TO FRANCHISE AGREEMENT  
AND ANY MULTI-UNIT OPTION ADDENDUM  
(ILLINOIS)**

THIS AMENDMENT (this "Amendment") is made as of the last date set forth on the signature page to this Amendment, by and between Franchisee and STUDIO PILATES INTERNATIONAL USA CORP., a Delaware Corporation, ("Franchisor" or "we"). All capitalized terms not defined herein shall have the meaning set forth in the Franchise Agreement, as defined below.

WHEREAS, Franchisor and Franchisee entered into that certain Franchise Agreement dated as of [\_\_\_\_\_, 20\_\_] (the "Franchise Agreement");

WHEREAS, Franchisor and Franchisee entered into that certain Multi-Unit Option Addendum dated as of [\_\_\_\_\_, 20\_\_] ("Multi-Unit Option Addendum"); and

WHEREAS, Franchisor and Franchisee hereby wish to amend the Franchise Agreement and any Multi-Unit Option Addendum in accordance with the terms and conditions contained in this Amendment.

NOW THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereby agree to amend the Franchise Agreement, and any Multi-Unit Option Addendum, as follows:

~~1. Sections 2.6(c) and 3.1(a) of the Franchise Agreement are amended to add the following:~~

~~“Notwithstanding the foregoing, your obligation to pay the Initial Franchise Fee is deferred until we have fulfilled all of our pre-opening obligations and you have commenced doing business pursuant to this franchise agreement. The Illinois Attorney General’s Office imposed this deferral requirement due to Franchisor’s financial condition.”~~

~~2. The Multi-Unit Option Addendum is amended to add the following new Section 25:~~

~~“25. Notwithstanding the foregoing, the payment of the First Option Fee will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business pursuant to the franchise agreement for the First Option, and the payment of the Second Option Fee will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business pursuant to the franchise agreement for the Second Option. The Illinois Attorney General’s Office imposed this deferral requirement due to Franchisor’s financial condition.”~~

~~3.1.~~ Section 33.22 of the Franchise Agreement is amended to read as follow:

“33.22 Illinois law governs the Franchise Agreement and any addendum to the Franchise Agreement.”

~~4.2.~~ The Multi-Unit Option Addendum is amended to add the following new section 26:

“26. Illinois law governs this Multi-Unit Option Addendum.”

5.3. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

6.4. Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

7.5. In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act **or any other law of Illinois** is void.

8.6. In Illinois, the Physical Fitness Services Act, 815 ILCS 645/14(a) (West 2016) sets forth that "a physical fitness center shall have available and on its premises, during staffed business hours, at least one person who holds a valid certificate indicating that he [she] has successfully completed a course of training in basic cardiopulmonary resuscitation which complies with generally recognized standards for basic cardiopulmonary resuscitation."

IN WITNESS WHEREOF, the parties have executed this Amendment to Franchise Agreement on the dates set forth below.

<del>FRANCHISOR:</del>	<del>FRANCHISEE:</del>
<b>STUDIO PILATES INTERNATIONAL</b>	<b>FRANCHISEE</b>
<b>USA CORP.</b>	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
<del>Date:</del>	<del>Date:</del>

**MINNESOTA ADDENDUM TO THE  
STUDIO PILATES INTERNATIONAL USA CORP FRANCHISE DISCLOSURE DOCUMENT**

In recognition of the requirements of the Minnesota Franchise Act, Minn. Stat. §§80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§2860.0100 through 2860.9930, the Studio Pilates International USA Corp. Franchise Disclosure Document for use in the State of Minnesota ~~will be~~ amended to include the following:

1. ~~Item 6~~ is amended to add the following:

NSF checks and related interest and attorneys' fees are governed by Minnesota Statute § 604.113, which puts a cap of \$30 on initial service charges and requires notice and opportunity to cure prior to assessing interest and attorneys' fees.

2. ~~Item 17(m)~~, under the heading entitled "Conditions for Franchisor Approval of Transfer," ~~will be~~ amended ~~by adding to add~~ the following language at the end of the section:

Any general release will not apply to any liability under the Minnesota Franchise Law.

3. ~~Items 17(b), 17(c), 17(f), and 17(k)~~, under the headings entitled "Renewal or Extension of the Term," "Requirements for Franchisee to Renew or Extend," "Termination by Franchisor With Cause," and "Transfer by Franchisee – Defined," ~~will be~~ amended ~~by adding to add~~ the following language at the end of those sections:

Minnesota law provides you with certain termination, non-renewal, and transfer rights. In sum, Minn. Stat. §80C.14 (Subd. 3, 4, and 5) currently requires, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of nonrenewal of the Franchise Agreement, and that consent to the transfer of the franchise not be unreasonably denied.

4. ~~Item 17(v)~~, under the heading entitled "Choice of Forum," ~~will be~~ amended ~~by adding to add~~ the following language at the end of the section:

~~Minn. Minnesota~~ Stat. § 80C.21 and ~~Minn. Rule Minnesota Rules~~ 2860.4400~~J~~4400(J) prohibit ~~us the franchisor~~ from: (i) requiring litigation to be conducted outside Minnesota. ~~In addition;~~ (ii) requiring waiver of a jury trial; and (iii) requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. Nothing in the Franchise Disclosure Document or Franchise Agreement~~agreement(s)~~ can abrogate or reduce (i) any of ~~your the franchisee's~~ rights as provided for in Minn. Stat. §80C, ~~or your Minnesota Franchise Act or (ii) franchisee's~~ rights to any procedure, forum, or remedies provided for by the laws of the ~~State of Minnesota~~ jurisdiction.

~~The franchisee cannot be required to consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400(J). Also, a court will determine if a bond is required.~~

4.5. Item 17(w), under the heading entitled “Choice of Law,” ~~will be~~ amended by adding to add the following language at the end of the section:

This provision may not be enforceable under Minnesota law.

5.6. The Franchisor will protect the Franchisee’s right 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.

6.7. Minn. Rules §2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a ~~general release~~ release that would relieve any person from liability imposed by Minnesota Statutes, Chapter 80C.

7.8. Any limitations of claims must comply with Minn. Stat. §80C.17, subd. 5.

9. Minnesota Rules 2860.4400(G) prohibits a franchisor from imposing on a franchisee by contract or rule, whether written or oral, any standard of conduct that is unreasonable.

8.10. Exhibit H (Compliance Questionnaire) of the Franchise Disclosure Document is deleted. You are not required to sign the Compliance Questionnaire.

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

10.12. Each provision of this Addendum to the Disclosure Document will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchise Act, Minn. Stat. §§80C.01 through 80C.22 and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§2860.0100 through 2860.9930 are met independently without reference to this Addendum to the Disclosure Document.

**MINNESOTA AMENDMENT TO THE  
STUDIO PILATES INTERNATIONAL USA CORP. FRANCHISE AGREEMENT  
AND ANY MULTI-UNIT OPTION ADDENDUM**

In recognition of the requirements of the Minnesota Franchise Act, Minn. Stat. §§80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§2860.0100 through 2860.9930, the parties to the attached Studio Pilates International USA Corp. Franchise Agreement (the “Franchise Agreement”) agree as follows:

1. Section 3.2 of the Franchise Agreement is amended to add the following:

NSF checks and related interest and attorneys’ fees are governed by Minnesota Statute § 604.113, which puts a cap of \$30 on initial service charges and requires notice and opportunity to cure prior to assessing interest and attorneys’ fees.

2. Sections 2, 26, and 27 of the Franchise Agreement, under the headings “Grant of rights,” “Transfer and other dealings by the Franchisee,” and “Termination of Agreement,” will be supplemented by the addition of the following language:

Minnesota law provides franchisees with certain termination, non-renewal, and transfer rights. In sum, Minn. Stat. §80C.14, Subd. 3, 4, and 5 currently requires, except specified cases, that a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice of nonrenewal of the Franchise Agreement, and that consent to the transfer of the franchise not be unreasonably withheld.

3. Section 29 of the Franchise Agreement (Resolving Disputes), and the Multi-Unit Addendum, is amended to add the following:

Notwithstanding the foregoing, Minnesota Stat. § 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from: (i) requiring litigation to be conducted outside Minnesota; (ii) requiring waiver of a jury trial; and (iii) requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. Nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (i) any of the franchisee’s rights as provided for in Minnesota Franchise Act or (ii) franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

The franchisee cannot be required to consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400(J). Also, a court will determine if a bond is required.

Any limitations of claims must comply with Minn. Stat. §80C.17, Subd. 5.

4. Section 33.22 of the Franchise Agreement (Choice of Law) is supplemented by the addition of the following language:

Pursuant to Minn. Stat. §80C.21, this Section ~~27.16~~ will not in any way abrogate or reduce any of Franchisee’s rights as provided for in the Minnesota Franchise Law and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce.

3-5. The Multi-Unit Option Addendum is amended to add the following:

~~“2627.~~ Pursuant to Minn. Stat. §80C.21, nothing in this Section 27.16 Addendum will ~~not~~ in any way abrogate or reduce any of Franchisee’s rights as provided for in the Minnesota Franchise Law and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce.

4-6. The Franchisor will protect the Franchisee’s right 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.

5-7. Minn. Rule §2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a ~~general release~~ release that would relieve any person from liability imposed by Minnesota Statutes, Chapter 80C.

~~6. Any limitations of claims must comply with Minn. Stat. §80C.17, Subd. 5.~~

~~8. Minnesota Rules 2860.4400(G) prohibits a franchisor from imposing on a franchisee by contract or rule, whether written or oral, any standard of conduct that is unreasonable.~~

7-9. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

8-10. Each provision of this Amendment will be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchise Act, Minn. Stat. §§80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§2860.0100 through 2860.9930, are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

**STUDIO PILATES INTERNATIONAL  
USA CORP.**

**FRANCHISEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

## STATE OF VIRGINIA

### The Franchise Disclosure Document is amended as follows:

1. 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.
2. The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.
3. Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement or development agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

**AMENDMENT TO FRANCHISE AGREEMENT**  
**(VIRGINIA)**

THIS AMENDMENT TO FRANCHISE AGREEMENT (this "Amendment") is made as of the last date set forth on the signature page to this Amendment, by and between Franchisee and STUDIO PILATES INTERNATIONAL USA CORP., a Delaware Corporation, ("Franchisor" or "we"). All capitalized terms not defined herein shall have the meaning set forth in the Franchise Agreement, as defined below.

WHEREAS, Franchisor and Franchisee entered into that certain Franchise Agreement dated as of [ \_\_\_\_\_, 20\_\_ ] (the "Franchise Agreement");

and

WHEREAS, Franchisor and Franchisee hereby wish to amend the Franchise Agreement in accordance with the terms and conditions contained in this Amendment.

NOW THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereby agree to amend the Franchise Agreement as follows:

1. Sections 2.6(c) and 3.1(a) of the Franchise Agreement are amended to add the following:

“Notwithstanding the foregoing, your obligation to pay the Initial Franchise Fee is deferred until we have fulfilled all of our pre-opening obligations under this Franchise Agreement and until the franchise outlet is open.”

2. The following is added to Section 33.13:

“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.”

IN WITNESS WHEREOF, the parties have executed this Amendment to Franchise Agreement on the dates set forth below.

**STUDIO PILATES INTERNATIONAL**  
**USA CORP.**

**FRANCHISEE**

By: \_\_\_\_\_ By: \_\_\_\_\_

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

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

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

## Exhibit F to Disclosure Document

### LIST OF CURRENT FRANCHISEES AS OF DECEMBER 31, ~~2022~~2023

- ~~1. Marissa Fuller, 575 4<sup>th</sup> Avenue, South Slope, Brooklyn, NY. Tel. (646) 483-4748. [kabbott@studiopilates.com](mailto:kabbott@studiopilates.com)~~
  
- ~~2. Kathy Abbott, 10709 Meeting Street, Prospect, KY 40059. Tel. (502) 314-2420.~~
  
- ~~3. Laurel Mura (Denver, Colorado Location still to be identified) Tel. (970) 9088-8022. [lmura@studiopilates.com](mailto:lmura@studiopilates.com)~~

<u>State</u>	<u>Name</u>	<u>Studio Address</u>	<u>Telephone Number</u>	<u>Email Address</u>
<u>California</u>				
	<u>Sharon Mason</u>	<u>San Juan Capistrano, California. Location still to be identified.</u>	<u>(213) 700-0456</u>	<u>smason@studiopilates.com</u>
<u>Colorado</u>				
	<u>Laurel Mura</u>	<u>Denver, Colorado. Location still to be identified.</u>	<u>(970) 988-8022</u>	<u>lmura@studiopilates.com</u>
<u>Florida</u>				
	<u>Jayne Taylor</u>	<u>Ocala, Florida. Location still to be identified.</u>	<u>(703) 517-8062</u>	<u>jtaylor@studiopilates.com</u>
<u>Kentucky</u>				
	<u>Kathy Abbott</u>	<u>10709 Meeting Street, Prospect, KY 40059</u>	<u>(502) 314-2420</u>	<u>kabbott@studiopilates.com</u>
<u>Minnesota</u>				

	<a href="#"><u>Tammy Birlew</u></a>	<a href="#"><u>Suite 432, 420-438 Pond Promenade, Chanhassen, MN 55317</u></a>	<a href="#"><u>(612) 968-8431</u></a>	<a href="#"><u>tbirlew@studiopilates.com</u></a>
<b><u>New Jersey</u></b>				
	<a href="#"><u>Sekio Santa-Martine</u></a>	<a href="#"><u>Shop 16, Pier Village, 50 Chelsea Ave., Long Branch, NJ 07740</u></a>	<a href="#"><u>(732) 895-6120</u></a>	<a href="#"><u>Ssato-martini@studiopilates.com</u></a>
<b><u>New York</u></b>				
	<a href="#"><u>Marisa Fuller</u></a>	<a href="#"><u>575 4<sup>th</sup> Avenue, South Slope, Brooklyn, NY</u></a>	<a href="#"><u>(646) 483-4748</u></a>	<a href="#"><u>mfuller@studiopilates.com</u></a>
	<a href="#"><u>Feba Michel</u></a>	<a href="#"><u>535 Carlton Avenue, Brooklyn, NY 11238</u></a>	<a href="#"><u>(631) 793-5741</u></a>	<a href="#"><u>fmichel@studiopilates.com</u></a>
<b><u>Tennessee</u></b>				
	<a href="#"><u>Naomi Priestley</u></a>	<a href="#"><u>Nashville, Tennessee. Location still to be identified.</u></a>	<a href="#"><u>(310) 962-9310</u></a>	<a href="#"><u>npriestley@studiopilates.com</u></a>

## FRANCHISEE COMPLIANCE QUESTIONNAIRE

**[Note - Do not sign this Compliance Questionnaire if you are resident of California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin, or the business is to be operated in any of these states].**

Studio Pilates International USA Corp. (the "Franchisor") and you are preparing to enter into a Franchise Agreement for the establishment and operation of a franchised Studio Pilates International studio.

The purpose of this Questionnaire is to determine whether any statements or promises were made to you that the Franchisor has not authorized and that may be untrue, inaccurate or misleading.

Please understand that your responses to these questions are important to us and that we will rely on them.

Please review each of the following questions and statements carefully and provide honest and complete responses to each.

By signing this Questionnaire, you are representing that you have responded truthfully to the following questions.

1. I had my first substantive face-to-face meeting with a representative of the Franchisor to discuss the substance of the purchase of the franchise on \_\_\_\_\_ [Insert Date].

2. Did you receive the FDD at least 14 days before the date of such first substantive meeting?

Yes \_\_\_\_\_ No \_\_\_\_\_

3. Did you receive the FDD at least 14 days before you entered into any binding agreement with the Franchisor for the purchase of this franchise?

Yes \_\_\_\_\_ No \_\_\_\_\_

4. Did you receive the FDD at least 14 days before you paid any money to the Franchisor for the purchase of this franchise?

Yes \_\_\_\_\_ No \_\_\_\_\_

5. Did you receive and personally review the Franchisor's Franchise Disclosure Document ("FDD") that was provided to you?

Yes \_\_\_\_\_ No \_\_\_\_\_

6. Did you sign a receipt for the FDD indicating the date you received it?

### **State Effective Dates**

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

<b><u>State</u></b>	<b><u>Effective Date</u></b>
California	Pending
Illinois	<del>May 22, 2023</del> Pending
Michigan	<del>May 26, 2023</del> Pending
Minnesota	Pending
New York	<del>Pending</del>
<u>Virginia</u>	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

**RECEIPTS**

(Return one signed copy of this receipt to Studio Pilates International USA Corp)

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

If Studio Pilates International USA Corp. offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

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

This franchise is offered for sale by Studio Pilates International USA Corp., 246 Hawthorne Road, Hawthorne, Queensland 4171, Australia. Tel. (917) 310-3883. The issuance date of this Disclosure Document is ~~April 26, 2023~~June 14, 2024. The names and contact information (principal business addresses and telephone number) for the individuals involved in the sale of this franchise are:

I received a disclosure document from Studio Pilates International USA Corp., dated as of ~~April 26, 2023~~June 14, 2024, that included the following Exhibits:

- A Franchise Agreement and Related Agreement
- B State Administrators
- C Table of Contents of Operations Manual
- D Financial Statement
- E State Specific Addenda
- F List of Current Franchisees
- G List of Franchisees that Left System in the Past Year
- H Compliance Questionnaire

\_\_\_\_\_  
Prospective Franchisee

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

\_\_\_\_\_  
Prospective Franchisee

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

**RECEIPTS**

(Return one signed copy of this receipt to Studio Pilates International USA Corp)

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Prospective Franchisee

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

\_\_\_\_\_  
Prospective Franchisee

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