

FRANCHISE DISCLOSURE DOCUMENT



**THE
GROWTHCOACH**
Business and Sales Coaching

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(an Ohio corporation)
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A GROWTH COACH franchise provides business and sales coaching, executive coaching, business management, and consulting services to business owners, managers and executives, and self-employed professionals.

The total investment necessary to begin operation of a Growth Coach franchise is from \$~~5442~~,000 to \$~~7563~~,900. This includes \$~~3927~~,900 that must be paid to the franchisor or an affiliate. If the number of businesses in your territory exceeds 15,000, then you must pay an additional \$5,000 for all or part of every 1,000 businesses over 15,000.

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 or make any payment 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 your disclosures in different formats, contact our contracts administrator at 4755 Lake Forest Drive, Suite 100, Cincinnati, Ohio 45242 and (513) 563-0570.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov 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 of this Franchise Disclosure Document: April ~~51~~, 202~~43~~

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Exhibits D and E.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Exhibit C includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Growth Coach business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Growth Coach franchisee?	Exhibits D and E list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This Franchise*

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

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by arbitration and/or litigation only in Ohio. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in Ohio than in your own state.
2. **Mandatory Minimum Payments**. You must make minimum royalty, advertising, and other payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

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

**THE FOLLOWING PROVISIONS APPLY ONLY TO TRANSACTIONS
GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW**

The State of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you.

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

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000.00 the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding the notice of this offering on file with the attorney general should be directed to the Department of Attorney General, Consumer Protection Division, 670 Law Building, 525 West Ottawa Street, Lansing, Michigan 48933 (517) 373-7117.

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

In order to make this disclosure document easier to understand, "Growth Coach" or "we" means the franchisor, G.C. Franchising Systems, Inc. The terms "Growth Coach" and "we" do not include G.C. Franchising Systems, Inc.'s officers, directors, shareholders, or affiliates. "You" means the person, corporation, partnership, or other entity that buys the franchise. If the franchise is purchased by a corporation, partnership, limited liability company, or other entity, certain provisions of the franchise agreement will also apply to the owners and will be noted.

Growth Coach is an Ohio corporation that was incorporated on December 3, 2002. Our principal business address is 4755 Lake Forest Drive, Suite 100, Cincinnati, Ohio, 45242. We do business under the names G.C. FRANCHISING SYSTEMS, INC. and THE GROWTH COACH. Our agents for service of process are listed in Exhibit A. We do not have any parents or predecessors.

Growth Coach offers franchises to operate a business under the name THE GROWTH COACH to conduct business and sales coaching, executive coaching, management and personal development workshops, seminars, and individual coaching, consulting, and mentoring for business owners, managers and executives, and self-employed professionals. You will coach your clients to develop or enhance effective business and sales habits, management and organizational skills, business strategies, action plans, and sales techniques. You may also provide project management assistance to selected clients. You will market your services through personal solicitation of referral sources such as bankers, attorneys, accountants, consulting firms, and other business professionals, and through networking, public speaking, newsletters, strategic alliances, publicity, and direct letter and e-mail campaigns. You will compete with other business and sales coaching services in the same geographic area, including those that may be franchised by other national franchise companies.

We will train you to operate the franchised business. As a Growth Coach franchisee, you will be subject to numerous federal, state, and local laws and regulations that apply to businesses in general, and may be subject to laws and regulations that apply to business coaching or consulting services in particular. You will be responsible for investigating and complying with any laws or regulations that may apply to business coaching or consulting businesses in your territory. You will also be responsible for complying with employment, workers' compensation, insurance, corporate, tax, and similar laws and regulations, as well as any federal, state, or local laws of a more general nature that may affect the operation of your franchised business. You should thoroughly investigate all of these laws before purchasing a Growth Coach franchise.

Growth Coach was formed solely for the purpose of selling and supporting business and sales coaching franchises. We have offered franchises of this type since December 2002. We have never operated any franchises. We have never offered franchises in any other business or engaged in other business activities.

Affiliates. The following companies are affiliates of ours:

1. F.C. Franchising Systems, Inc. ("Fresh Coat") offers franchises to operate painting businesses under the trade name FRESH COAT. Fresh Coat has offered franchises of this type since January 2005. Fresh Coat franchises offer painting and wallpapering services to the general public through direct mail advertising and through referral sources. As of December 31, 2023, Fresh Coat had 17466 franchises. Fresh Coat does not offer franchises in any other line of business. Fresh Coat's principal business address is 4755 Lake Forest Drive, Suite 100, Cincinnati, Ohio, 45242.

2. C.T. Franchising Systems, Inc. (“Caring Transitions”) offers franchises in the business of senior moving management, organizing, and conducting sales of estate assets under the trade name CARING TRANSITIONS®. Caring Transitions has offered franchises of this type since July 2006. As of December 31, 2023~~2~~, Caring Transitions had ~~314272~~ franchises. Caring Transitions does not offer franchises in any other line of business. Caring Transitions’ principal business address is 4755 Lake Forest Drive, Suite 100, Cincinnati, Ohio 45242.

3. T.B. Franchising Systems, Inc. (“TruBlue”) offers franchises to operate a residential maintenance and repair business under the trade name TRUBLUE and TRUBLUE HOME SERVICE ALLY. TruBlue has offered franchises of this type since June 2011. TruBlue franchises offer residential maintenance and repair services to the general public through direct mail advertising and through referral sources. As of December 31, 2023~~2~~, TruBlue had 84 franchises. TruBlue does not offer franchises in any other line of business. TruBlue’s principal business address is 4755 Lake Forest Drive, Suite 100, Cincinnati, Ohio 45242.

4. Pet Wants Franchise System, LLC (“Pet Wants”) offers franchises to operate a business that sells pet food and supplies at a retail location and/or by home delivery services under the trade name PET WANTS®. Pet Wants has offered franchises of this type since April 2015. Pet Wants franchisees offer products to dog and cat owners through advertising in various media and through referral sources. As of December 31, 2023~~2~~, Pet Wants had ~~14638~~ franchises. Pet Wants does not offer franchises in any other line of business. Pet Want’s principal business address is 4755 Lake Forest Drive, Suite 100, Cincinnati, Ohio 45242.

Except as disclosed above, Growth Coach does not have any parents, predecessors or affiliates that offer franchises or products or services to franchisees.

ITEM 2. BUSINESS EXPERIENCE

President, Director: Chris Seman

Mr. Seman has been President of Growth Coach since August 2021. He has been a member of our Board of Directors of and of our affiliates Fresh Coat and TruBlue since February 2019. He served as President of our affiliate Caring Transitions from February 2012 through February 2019 and has been a member of its Board of Directors since January 2016. Mr. Seman has been President of Strategic Franchising in Cincinnati, Ohio since March 2019.

Chief Operating Officer: Brad Schneider

Mr. Schneider has been Chief Operating Officer of the Growth Coach since January 2023. He has owned and operated a Growth Coach franchise in Columbus, Ohio since May 2015.

Vice President of Brand Development: Peter Eberly

Mr. Eberly has been Vice President of Growth Coach and its affiliates Caring Transitions, TruBlue, Fresh Coat, and Pet Wants since August 2023. Prior to this, he served as Senior Director of Marketing for Aeroseal in Miamisburg, Ohio from April 2021 through May 2023. From October 2020 through April 2021, Peter was Senior Director of Marketing for LexisNexis in Miamisburg, Ohio. From January 2012 through October 2020, Peter was Director of Marketing for the Taylor Corporation in Dayton, Ohio.

Chief Financial Officer: Peter McKnight

Mr. McKnight has been Chief Financial Officer for the Growth Coach and its affiliates Fresh Coat, TruBlue, Pet Wants, and Caring Transitions since October 2020. From February 2016 through October 2020 Mr. McKnight was Chief Financial Officer of Jackmont Hospitality, Inc. in Atlanta, Georgia.

Director: Daniel M. Murphy

Mr. Murphy has been a member of the Board of Directors of the Growth Coach since our organization in December 2002. He served as our Chief Executive Officer from January 2011 through November 2016 and as President from December 2002 through January 2011 and from January 2013 through January 2014. Mr. Murphy has been a member of the Board of Directors of our affiliate TruBlue since May 2011 and of our affiliates Caring Transitions and Fresh Coat since January 2012. Mr. Murphy has been chief executive officer of Strategic Franchising in Cincinnati, Ohio since March 2024.

General Counsel, Vice President, Secretary: Jeff Siehl

Mr. Siehl has served as General Counsel and Secretary of the Growth Coach since September 2007 and as Vice President since February 2018. He has been the General Counsel and Secretary of the Growth Coach's affiliates Fresh Coat and Caring Transitions since September 2007, of TruBlue since May 2011, of Pet Wants since August 2015, and has been Vice President of these affiliates since February 2018.

ITEM 3. LITIGATION

G.C. Franchising Systems, Inc. v. David Kelly, et al. (S.D. Ohio Jan. 22, 2019), Case No. 1:19-cv-00049. We sued former franchisee David Kelly and his business entity for breach of contract for unpaid royalties, fraud, unjust enrichment, territory encroachment, and trademark infringement, seeking damages in excess of \$600,000 and an accounting. The case settled on May 28, 2021, with defendants agreeing to pay us \$150,000, \$75,000 of which is subject to contingencies.

Commonwealth of Virginia v. F.C. Franchising Systems, Inc.; Case No. SEC-2020-00036. Our affiliate, F.C. Franchising Systems, Inc. ("FCFSI"), entered into a Settlement Order with the Virginia State Corporation Commission's Division of Securities and Retail Franchising on March 3, 2021. The Division alleged that FCFSI's 2012 and 2013 disclosure documents did not disclose a material fact concerning one of its officers in violation of the Virginia Retail Franchising Act. After investigation, FCFSI discovered that an officer failed to inform it of a personal bankruptcy filed during the course of his employment and, as a result, the officer's personal bankruptcy was not disclosed. FCFSI agreed to offer to refund the initial franchise fees of three purchasers, offer a refund and rescission of the franchise agreement to another owner, and pay the Division \$8,000 in costs/penalties. The three franchise purchasers accepted the refund offers; the franchise owner declined the rescission offer and continued to operate its franchise.

Commissioner of Financial Protection and Innovation v. F.C. Franchising Systems, Inc.; G.C. Franchising Systems, Inc.; C.T. Franchising Systems, Inc.; T.B. Franchising Systems, Inc.; Pet Wants Franchise System, LLC. We and our affiliates entered into a Consent Order with the California Commissioner of Financial Protection and Innovation on July 20, 2021 resulting from an officer/director's failure to inform us of a 2012 personal bankruptcy filing. We acknowledged that the personal bankruptcy was not disclosed in certain disclosure documents between 2012 and October 2016. Pursuant to the Consent Order, we agreed to comply with the Corporations Code.

Commissioner of Financial Protection and Innovation v. F.C. Franchising Systems, Inc.; G.C. Franchising Systems, Inc.; C.T. Franchising Systems, Inc.; T.B. Franchising Systems, Inc.; Pet Wants Franchise System, LLC. We and our affiliates entered into a Consent Order with the California Commissioner of Financial Protection and Innovation on December 13, 2021 acknowledging that the certified public accountant that audited our financial statements was not registered as a public accounting firm in Ohio as required by Ohio accounting regulations. Although we were unaware of the CPA's oversight, we agreed to pay an administrative penalty of \$5,000 and to comply with the Corporations Code. We obtained reimbursement from the CPA.

Commonwealth of Virginia v. G.C. Franchising Systems, Inc.; Case No. SEC-2022-00021. We entered into a Settlement Order with the Virginia State Corporation Commission's Division of Securities and Retail Franchising on August 11, 2022. The Division alleged that our 2015 disclosure document did not disclose a material fact concerning one of its officers in violation of the Virginia Retail Franchising Act. After investigation, we discovered that a former member of our board of directors failed to inform us of a personal bankruptcy filed during the course of his tenure and, as a result, the board member's personal bankruptcy was not disclosed. We agreed to offer a refund and rescission of the franchise agreement to a franchise owner, and pay the Division \$3,500 in costs/penalties. The franchise owner declined the rescission offer and continued to operate its franchise.

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

ITEM 4. BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5. INITIAL FEES

You must pay an initial franchise fee¹ of ~~\$3927~~,900 for a territory with between 12,500 and 15,000 businesses in it. Each business entity counts as a "business" regardless of how large it is or if the business has 1 or 1,000 employees. You may obtain as many clients as possible from each business within the territory. If the number of businesses in your territory exceeds 15,000, then you must pay an additional \$5,000 for all or part of every 1,000 businesses in excess of 15,000. For example, for a territory with 16,175 businesses, the total franchise fee would be ~~\$4937~~,900 [~~\$3927~~,900 + (2 x \$5,000)]. Each franchise fee is fully earned and non-refundable upon receipt.

You can reserve a specific territory for up to 30 days by paying a \$5,000 deposit and sending us a Remittance Form (a copy of the Remittance Form is attached to this disclosure document as Exhibit R). The deposit is fully earned and non-refundable upon our receipt, in consideration of our reservation and removal from the market of your territory for 30 days, and will be applied toward your initial franchise fee.

You may be eligible for a 10% discount on the then-current initial franchise fee for each additional franchise that you purchase within the first 24 months after you purchase your first franchise. To be eligible for this discount, you must pay the entire franchise fee at the time you sign the franchise agreement for the initial franchise and for each additional franchise. We may cancel or modify this discount policy at any time.

We are a member of the International Franchise Association and participate in the IFA's Veterans Transition Franchise Initiative ("VetFran Program"), which encourages franchise ownership by offering financial incentives to honorably discharged veterans of the U.S. Armed Forces. We offer up to a

¹ All dollar figures are in U.S. currency.

~~\$5,000~~10% discount on the initial franchise fee to veterans who meet our requirements and those of the VetFran program.

You may receive only one discount or referral on the purchase of any given franchise. We currently intend to impose each initial franchise fee uniformly except as stated otherwise in this Item 5.

We presently offer a rebate program called “The Winners’ Circle” for new Growth Coach owners that meet our qualifications and that achieve certain revenue goals. For qualifying owners, we will rebate \$7,500 of the franchise fee paid if they attain cumulative gross revenues of at least \$300,000 during the two-year period after the Commencement Date; we will rebate an additional \$7,500 of the franchise fee if they received the first rebate and attain cumulative gross revenues of at least \$550,000 during the three-year period after the Commencement Date; we will rebate an additional \$7,500 of the franchise fee if they received the first two rebates and attain cumulative gross revenues of at least \$850,000 during the four-year period after the Commencement Date; and we will rebate the remainder of the franchise fee paid if they received the first three rebates and attain cumulative gross revenues of at least \$1,150,000 during the five-year period after the Commencement Date. The “Commencement Date” is the first day of the month following the month in which the training program for new owners is completed. If the owner fails to achieve any one of these revenue goals then he or she will not be eligible to receive any additional rebate. To be eligible for any rebate, the owner must strictly comply with all obligations to us, including timely reporting all gross revenues and paying all royalties and fees as required by the franchise agreement, must have attended all franchise system national conferences and regional conference and any required on-site training centers, must sign a general release, and must have substantially complied with all other material terms and conditions of each agreement between us. If the Franchise Agreement is terminated for any reason prior to the end of its initial term, then you must return all rebates to Franchisor. NOTE: The revenue goals above are not to be construed as projections or estimates of actual or potential earnings, sales, or revenues. We make no representation that you or any other Growth Coach owner has or will be able to achieve any of the revenue goals required to receive a rebate under this program. We reserve the right to cancel or modify this rebate program at any time, but Growth Coach owners who have already been accepted into The Winners’ Circle will be permitted to complete the program.

Your franchise agreement does not give you any option, right of first refusal, or similar right to acquire additional franchises.

ITEM 6. OTHER FEES

<i>Name of Fee</i>	<i>Amount</i>	<i>Due Date</i>	<i>Remarks</i>
Royalty fee – Note 1	10 5% of Gross Revenues; \$750 monthly minimum for 12 months; \$1,000 monthly minimum thereafter	Payable the 5 th day of each month – Note 1	Paid on Gross Revenues for preceding calendar month – Note 2
National Branding Fee – Note 3	3% of Gross Revenues; \$350/month minimum	5 th day of each month beginning the first calendar month following the month in which you attend the initial training program	See Item 11 of this disclosure document for an explanation of the national branding fee

<i>Name of Fee</i>	<i>Amount</i>	<i>Due Date</i>	<i>Remarks</i>
Local Cooperative Advertising	Up to 3% of your Gross Revenues unless a majority of the cooperative members agree on a higher contribution – Note 4	Monthly	If an advertising cooperative is established or operating in your area, you must contribute
Transfer Fee – Note 1	The greater of either \$159,000 or 103% of the purchase price, plus legal and administrative expenses	Prior to consummation of transfer	Payable when you sell your franchise to, among other things, cover the expenses of training the franchise purchaser; no Transfer Fee is payable for transfers to a company you form for the convenience of ownership
Lead Referral Fee	\$10,000	Upon a transfer of your franchise to a buyer who was already listed in our sales database at the time you and the buyer began discussing a sale	Intended to partially reimburse us for our costs in developing leads who then purchase from existing franchise owners
Electronic Copies of Marketing Materials	Variable	Upon order by you	If you request electronic copies of marketing materials you will need to reimburse the national branding fund for its costs in creating the materials
Technology/Software License Fee – Note 10	\$125 per month	5 th day of each month beginning the first calendar month following the month in which you attend the initial training program	There is a charge to cover the cost of technology/proprietary software that we license or make available to you during the term of the Franchise Agreement
Franchisee meetings	\$350 per person	Prior to attending meeting	We may hold regional and/or national meetings with our support personnel and franchisees
Formation of business entity	Variable	Within 90 days after signing the franchise agreement	If you sign the franchise agreement individually then you must form a business entity (such as a corporation) and assign your individual rights in the franchise to the business entity
Late Fee – Note 5	The greater of \$100.00 or 10% of past due amount; \$50 for ACH payments returned for insufficient funds; \$100 for late revenue reports	On demand	You must pay the greater of \$50 or 10% late fee on each royalty or national branding fee payment or revenue report that is more than 5 calendar days late
Interest – Note 6	18% – Note 7	On demand	In addition to the late fee above, royalty and national branding fee payments more than 30 calendar days late accrue interest at an annual rate of 18% per year
Client Refunds – Note 8	Variable	On demand	Payable if we determine that your client is entitled to a refund of their fee

<i>Name of Fee</i>	<i>Amount</i>	<i>Due Date</i>	<i>Remarks</i>
Audit Fee – Note 1	Cost of audit plus 18% interest on underpayment – Note 7	On demand	Payable only if audit shows an understatement of Gross Revenues or royalties of at least 3% for any month
Territory Amendment Fee	\$1,500	Prior to amending Territory	If we allow you to amend your franchise territory, you must pay a fee to compensate us for our costs
Sales/Use Taxes – Note 9	Variable	Payable with your royalty or national branding fee payments	You must pay any state or local sales or use tax that may be assessed on the royalties, branding fees, or other fees you pay to Growth Coach
Indemnification – Note 1	Variable	As incurred	You must fully reimburse us if we are held liable for claims arising from your business

Notes to Table

1. Imposed by and payable to Growth Coach. All fees are non-refundable. We currently intend to impose all fees uniformly except as otherwise stated in this Item 6. You must pay a monthly Royalty equal to the greater of 15% of actual Gross Revenues from the prior month or the Minimum Royalty. The Minimum Royalty is \$750 for 12 months after the minimum royalty start date and then \$1,000 a month. You are not required to pay the Minimum Royalty until the fifth day of the second month following the month in which you complete the initial training program. We will extend the Minimum Royalty start date for an additional month if you comply with System Standards for opening your business (including completing a business plan and recommended marketing activities), sign a general release, and are in full compliance with the Franchise Agreement.
2. “Gross Revenues” means all income, recognized on an invoice/accrual basis, less all refunds and discounts to customers and any sales or excise taxes.
3. Payable to the Growth Coach national branding fund.
4. Either Growth Coach or the advertising cooperative will determine the amount of your monthly cooperative advertising contribution, but it cannot exceed 3% of your Gross Revenues unless a majority of the cooperative members agree on a higher contribution. Your cooperative contribution will not be credited toward your national branding fee. Each member of an advertising cooperative will have one vote for each Growth Coach franchise he or she owns. Each franchised business operated by Growth Coach or an affiliate of Growth Coach in an area in which an advertising cooperative has been established will contribute to the cooperative on the same basis as other members of that cooperative. As of the date of this disclosure document, we have not established any advertising cooperatives.
5. Late fees on royalty payments and revenue reports are payable to Growth Coach. Late fees on national branding fee payments are payable to the national branding fund.
6. Interest on royalty payments and late revenue reports is payable to Growth Coach. Interest on national branding fee payments is payable to the national branding fund.
7. Interest accrues from the date payment was due.
8. Refunds are payable to the client, but you must reimburse Growth Coach within ten days if we issue a refund on your behalf.
9. The royalties, national branding fees, and other fees you pay to Growth Coach may be entirely or partially subject to state and/or local sales tax, depending upon the law in your state. If

Growth Coach is required to pay these taxes in your state, then you must add the tax to your monthly royalty or national branding fee payment.

10. There is a monthly charge totaling \$125 to cover the cost of required proprietary software programs and other technology to be used for the operation of your business. Of this amount, approximately \$105 will be paid to us to reimburse us for software that we license or otherwise make available to you during the term of the franchise agreement; approximately \$20 will be paid to a third-party vendor. In the year ending 2023~~2~~, we received technology fees totaling \$4043,250875, or about 55.23% of our total revenues of \$771,756832,279.

ITEM 7. ESTIMATED INITIAL INVESTMENT

Item 7 Table
YOUR ESTIMATED INITIAL INVESTMENT

<i>Description</i>	<i>Amount</i>	<i>Method of Payment</i>	<i>When Due</i>	<i>To Whom Payment is to be Made</i>
Initial Franchise Fee	<u>\$3927,900</u>	Note 1	Upon signing of franchise agreement	Growth Coach
Furniture and Equipment	\$500 to 1,000	As Incurred	Prior to commencement of business	Suppliers
Computer System – Note 2	\$1,000 to 3,000	As Incurred	Prior to commencement of business and as expenses are incurred	Suppliers
Travel & living expenses while training (Note 3)	\$750 to 1,500	As Incurred	Prior to or at time of training	Hotel, airline, restaurants, employees
Initial Rent, Telephone, Bank and Other Deposits – Note 4	\$350 to 2,000	As Incurred	Prior to commencement of business	Suppliers
Additional Funds – 6 months – Note 5	\$5,000 to 18,000	As Incurred	As expenses are incurred	Employees, taxing authorities, suppliers, etc.
Grand-Opening Promotion – Note 9	\$3,000 to 4,500	As Incurred	1-2 months before opening	National branding fund and/or various suppliers, including DiSC® certification
Lead Generation Program – Note 10	\$3,000	Lump Sum	Prior to commencement of business	Suppliers
Monthly Office Rental Payment – Note 6	\$0 to 1,000	Monthly	Depends on lease terms	Landlord
Insurance – Note 7	\$500 to 2,000	Lump Sum	Prior to effective date of policy	Insurance Company
Total – Note 8	<u>\$5442,000</u> to <u>\$7563,900</u>			

Notes to Table:

1. The amount of the initial franchise fee for a territory with between 12,500 and 15,000 businesses is ~~\$39,277~~,900. If the number of businesses in your territory exceeds 15,000, you must pay an additional \$5,000 for all or part of every 1,000 businesses in excess of 15,000.
2. The cost of the computer equipment and software you will need to operate your franchise will depend upon the manufacturer, the operating features, whether the equipment is new or used, and whether you purchase, rent or lease it.
3. We do not charge an additional fee for the initial training, but you must pay the expenses of travel, lodging, food, wages, and workers' compensation for you and your employees (if any) during the training program. These expenses will typically range from \$750 to \$1,500, depending upon the distance and method of travel and the availability and quality of your hotel accommodations and living expenses during the training program.
4. You are required to have a separate business telephone line for your Growth Coach franchise and either an employee to answer your line or a live answering service at all times during regular business hours. Some states also require a deposit for workers' compensation coverage.
5. You should have approximately \$5,000 to \$18,000 of additional funds for such items as travel and living expenses during training, initial supplies, operating expenses, and similar items during the initial phase of your business (approximately 6 months). In formulating the amount required for additional funds, we relied upon our experience in franchising business coaching businesses since 2002. These figures are only estimates and Growth Coach cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors such as: how closely you follow our methods and procedures; the effectiveness of your marketing; your management skill, experience and business acumen; local economic conditions; the local market for our services; competition; and the sales level reached during this initial phase. You may also incur expenses for business license fees, legal fees, accounting fees, and local permits and operating authorizations necessary to start your business, which may vary considerably from one area to another.
6. The terms of your lease will depend on the size, location, condition, and desirability of the premises. You will probably be required to pay a normally refundable security deposit, which is reflected in the above chart. We recommend that you operate your franchise from your home.
7. You must obtain and maintain the types and amounts of insurance coverage described in Item 8 under the heading "Insurance." We must be named as an additional insured on these policies. We estimate that the average total annual cost for the required insurance coverage will be between \$500 and \$2,000. Insurance costs will vary depending upon the location and size of your office, the number of employees and other factors, and may change from time to time due to changes in insurance rates. You must also maintain workers' compensation coverage and any other insurance that may be required by law in your territory.
8. The total figure listed in the above chart does not include compensation for your time or labor. Neither does the total figure take into account any finance charges, interest, debt service, or other costs that you may incur to finance all or any portion of your investment. In addition to the initial investment itemized in the above chart, you must have additional monies available, whether in cash or through a line of credit, or have other assets that you can liquidate or against which you can borrow, to cover your personal living expenses and any operating losses sustained during the initial phase of the business. You may also need a vehicle for each employee (if you have any employees), but it is anticipated that you and your employees (if any) will use your own vehicles. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

9. Before you open your Growth Coach business, you must spend at least \$3,000, as directed by us, towards a Grand Opening Promotion. This will include marketing materials and advertising to promote the business and DiSC® certification. You may choose to spend more depending upon the size of your market, the marketing techniques you use, and the cost of advertising in your market., but you must provide us with receipts confirming that you spent the required minimum. You may purchase the advertising from various media, including direct mail companies, located in your market. You may purchase marketing materials, such as brochures, mailers and promotional items bearing our logo and service mark, from our national branding fund (see Item 11 for an explanation of our national branding fund), or you may purchase them from any approved supplier.
10. You may be required to pay a fee of \$3,000 for required lead generation services prior to the commencement of your business.
11. All expenditures are non-refundable unless specifically noted otherwise.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Marketing Materials. Your marketing and promotional materials, business cards, and business stationery must comply with specifications for content, size, typeface, color, and paper stock. These specifications are contained in the operations manual. You may purchase these items from any approved supplier.

You may also purchase certain marketing materials and specialty items bearing our service marks and logo from the Growth Coach national branding fund. The national branding fund currently makes these items available to our franchisees through a designated fulfillment company. For a fee, the fulfillment company offers our franchisees Web-based procurement services to order marketing and promotional items online. The National Branding Fund may derive revenue from the sale of marketing materials to franchisees, but did not do so in the one-year period ending December 31, 2023³². Should you request electronic copies of marketing materials, you will need to reimburse the national branding fund for its costs in creating the materials. Except as disclosed in this Item 8, neither Growth Coach nor any affiliate of Growth Coach will derive revenue from your purchases.

We formulate our specifications and standards based on input from our management and operations personnel. We make modifications to our specifications and standards according to operational needs and risk and opportunity assessments. The specifications and standards are issued to you through our training program, operations manual, and our intranet Web site.

Insurance. Before opening the franchised business, you must obtain, and maintain at all times during the term of your franchise agreement, the following insurance coverages:

- All-Risk Insurance on all furniture, fixtures, equipment, supplies and other property used in the operation of the franchised business, for their full replacement cost.
- Commercial General Liability Insurance covering claims for bodily and personal injury, death, property damage, and contractual liability with a minimum per occurrence limit of \$1,000,000 and a minimum general aggregate limit of \$1,000,000.
- Automobile Liability Insurance for owned, hired, and non-owned vehicles with a minimum combined single limit of \$1,000,000.
- Worker's Compensation Insurance that complies with the statutory requirements of the state in which the franchised business is located and Employers' Liability Insurance with a minimum limit of \$100,000 or, if greater, the statutory minimum limit if required by state law.

If you provide consulting services, you must also maintain Errors and Omissions Coverage with a minimum per occurrence limit of \$250,000 and a minimum general aggregate limit of \$500,000. All insurance policies must name Growth Coach as an additional insured, and no policy may have a deductible of more than \$1,000. You may purchase your insurance from any approved supplier. You cannot open your franchise until you have obtained all the required insurance coverage and submitted proof of such insurance coverage to Growth Coach. We have the right to increase the minimum coverage, decrease the maximum deductible, or require different or additional kinds of insurance to reflect inflation, changes in standards of liability, higher damage awards, or other relevant changes in circumstances. We must give you at least 30 days' written notice. You must submit proof of minimum coverage on an annual basis for the term of the franchise. Neither Growth Coach nor any affiliate of Growth Coach will derive revenue from your insurance purchases.

Computer Hardware and Software. To operate your Growth Coach franchise, you will need a computer system and certain required computer programs. The specifications for the computer system are contained in the operations manual and listed in Item 11 of this disclosure document. You may purchase the computer system from any approved supplier. Neither Growth Coach nor any affiliate of Growth Coach will derive revenue from your computer purchases.

The required computer equipment and software purchases will range from approximately 3% to 10% of your initial investment, depending upon the amount of your other start-up expenses. Neither Growth Coach nor any affiliate of Growth Coach will derive revenue from your required computer purchases.

We estimate that the cost of goods purchased in accordance with the specifications described above will represent approximately 13% to 15% of your initial investment to commence the operation of your Growth Coach franchise (the exact percentage will depend upon the amount of your other variable start-up expenses), and approximately 65% to 85% of your operating expenses.

Suppliers. We may provide you with a list of approved suppliers for the marketing and promotional materials, business cards, business stationery, equipment and services you will need to operate the franchised business. Other suppliers may be approved by sending us a written request for approval along with a sample of the supplier's product. You will typically be notified whether the supplier is approved within 30 days after we receive all the necessary information. We do not charge a fee for approving suppliers. We may revoke approval of any approved supplier at any time if the quality of the product and the supplier's financial condition and ability to satisfy your requirements do not continue to meet our satisfaction. Except as disclosed herein, neither Growth Coach nor any persons affiliated with Growth Coach are currently an approved supplier and no officer of Growth Coach has an ownership interest in any approved supplier.

Except as disclosed above, we have not established specifications for the equipment and supplies necessary to operate your Growth Coach franchise, although we will provide you with a list of suggested equipment and supplies. Except as disclosed herein, we do not offer or sell equipment or supplies to franchisees and neither we nor our affiliates derived revenue, rebates, or other material consideration based on required purchases or leases. Except as described herein, you are not required to purchase any goods or services from any particular supplier.

Some suppliers may pay fees for sponsorships or display space at our annual conference. These fees defray our costs for the conference, but there are not specific restrictions on their use. ~~In calendar year 2022, we did not receive any such fees in calendar year 2023, received \$3,350 from suppliers for sponsorships or display space at our annual conference, representing less than 0.5% of our annual total revenue of \$832,279.~~

Growth Coach does not provide material benefits to a franchisee based upon the franchisee's use of designated or approved sources. There are no purchasing or distribution cooperatives, although we have the right to require you to participate with us or with other franchisees when purchasing certain products or services to be sold or used in the franchised business. Except as described above, we have not negotiated any purchase arrangements with suppliers for the benefit of franchisees. In the future, we may negotiate alliance programs or purchase arrangements with suppliers for the benefit of Growth Coach and the franchise system. Among other things, we may receive rebates, price adjustments, or discounts on products or services sold to you by approved suppliers. We may, in our discretion, either pass through to the National Branding Fund all or some portion of the funds we receive as a direct result of products or services you purchase from approved suppliers, retain the funds, use the funds to help pay for periodic franchisee conferences, or, if a franchisee is in compliance with all agreements with us, return rebates to franchisees pro rata based on their purchases from approved suppliers. Except for a local cooperative advertising fee, there are no minimum advertising expenditures you are required to make.

ITEM 9. FRANCHISEE'S OBLIGATIONS

Item 9 Table

FRANCHISEE'S OBLIGATIONS

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

<i>Obligation</i>	<i>Section in Agreement</i>	<i>Item in Disclosure Document</i>
a. Site selection and acquisition/lease	Article 3	11
b. Pre-opening purchases/leases	7.4 and 7.15	7
c. Site development and other pre-opening requirements	Not Applicable	Not Applicable
d. Initial and ongoing training	§ 7.1	11
e. Opening	Not Applicable	Not Applicable
f. Fees	Articles 4 & 5	5 & 6
g. Compliance with standards and policies/Operating Manual	§ 7.2 & Article 9	8, 11&16
h. Trademarks and Proprietary information	Articles 8 and 10	13
i. Restrictions on products/services offered	§ 7.3	16
j. Warranty and customer service requirements	§ 7.13	6
k. Territorial development and sales quotas	Not Applicable	17
l. Ongoing product/service purchases	§§ 7.3	8
m. Maintenance, appearance and remodeling requirements	Not Applicable	Not Applicable
n. Insurance	§ 7.9	7 & 8
o. Advertising	Article 11	8 & 11
p. Indemnification	§§ 7.9 & 7.14; Article 17	17
q. Owner's participation/management/staffing	§§ 7.6 & 15.1	17
r. Records/reports	§ 7.8	17

<i>Obligation</i>	<i>Section in Agreement</i>	<i>Item in Disclosure Document</i>
s. Inspections/audits	§ 7.8	6 & 17
t. Transfer	Article 12	17
u. Renewal	§ 2.2	17
v. Post-termination obligations	Article 14	17
w. Non-competition covenants	§§ 15.2 to 15.4	17
x. Dispute resolution	Article 16	17

ITEM 10. FINANCING

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

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

Except as listed below, Growth Coach is not required to provide you with any assistance.

Before you open your business, we will:

(1) Approve or disapprove the boundaries that you submit for your franchise territory. Your territory must be a geographic area delineated by postal codes. If the Postal Service alters the boundary or number of the postal code(s) assigned to you, we will re-define the boundaries of your territory to correspond as nearly as possible to your original territory. Our decision on this matter will be final. (Franchise Agreement § 1.2).

(2) Provide written specifications for all equipment and supplies necessary to operate your franchise. (Franchise Agreement § 6.1). You may purchase certain marketing materials from the Growth Coach national branding fund.

(3) Provide you with a number of digital advertisements, layouts and images for use in various media, and a set of templates for business cards and stationary. (Franchise Agreement § 6.1).

(4) Loan you a copy of our operations manual, which contains mandatory and suggested specifications, standards, and procedures. The manual is confidential and remains our property. You will receive a copy of the manual when you begin the initial training program. We may, at our election, provide the manuals in a digital format instead of paper. We may modify the manual from time to time, but the modification will not alter your status and rights under the franchise agreement. (Franchise Agreement § 6.1). The total number of pages in the manual is 51. The table of contents is attached to this disclosure document as Exhibit K.

(5) Provide you with 1 copy of the forms you will use to report your sales, marketing activities, and otherwise communicate with us. You may purchase additional copies from any approved supplier or use photocopies of the originals. We may, at our election, provide the forms in a digital format. (Franchise Agreement § 6.2).

(6) Provide an initial training program for up to 2 people, one of which must be the person responsible for the general oversight and management of the franchised business. (Franchise Agreement § 6.1).

During the operation of the franchised business, we will:

- (1) Provide you with assistance via telephone and ~~electronic~~ mail to the extent we deem necessary. (Franchise Agreement § 6.1).
- (2) Provide you with such other materials, information and assistance as we may deem necessary. (Franchise Agreement § 6.1).

Computer Hardware and Software. You must obtain and use the computer hardware and software complying with specifications that we periodically establish, including hardware components, dedicated telephone lines, modems, printers, and other computer-related accessories and peripheral equipment (the “Computer System”). You will be issued an e-mail account that is capable of receiving and sending attached files. You will need a high-speed Internet connection through a commercial Internet Service Provider for purposes of accessing our franchisee intranet site and communicating via e-mail. (Franchise Agreement § 7.13). The Computer System may store some data and information about your clients, finances, and operations based on information you input. We estimate that the cost for the required Computer System will range from \$2,000.00 to \$3,000.00. –The Computer System currently includes a laptop computer and data management software and peripherals. The minimum Computer System requirements include:

- Windows® 10
- Intuit QuickBooks® Online (you will use this as your accounting software; the data collected will consist of business accounts, expenses, payroll data, and financial statements)
- 8 GB RAM
- Storage 500 GB (HD) or 256 GB (SSD)
- USB ports and USB drives for data back-up
- 17” LED or LCD monitor capable of HD resolution
- 300 dpi laser printer

We have the right to require you to provide us with independent access to your computer system via the Internet for any information relating to the business. (Franchise Agreement § 7.8). There are no other contractual limits on our right to access the information and data stored on your computer system, but we do not have access to the computer system without your acknowledgement and without you providing access to us. You are contractually required to upgrade or update your computer system if we require it during the term of the franchise. (Franchise Agreement §§ 7.4, 9.3). There are no contractual limitations on the frequency or cost of any update or upgrade. We are not obligated to provide or assist you to obtain the computer system, although we will provide you with the name of one or more vendors from whom you may purchase the equipment.

We recommend that you to obtain local Information Technology (“IT”) support for the operation and continued maintenance of the hardware, software and network configurations to support the franchised business. We estimate the annual cost for this recommended IT support will range from \$250 to \$1,000. This estimate may vary depending on your specific IT needs, knowledge, and local market conditions. Growth Coach is not required to establish, maintain, and/or troubleshoot any issues with your Computer System.

Franchisee Meetings. We may hold regional and/or national meetings with our support personnel and franchisees to discuss sales techniques, service procedures, personnel issues, and marketing methods, and to introduce new management tools, marketing programs, and promotional items. We do not presently require attendance at these meetings, but we have the right to do so. (Franchise Agreement § 7.19). We may charge reasonable registration fees for these meetings. Currently, the

attendance fee for the national meeting is approximately \$350 per person. If attendance at these meetings is required, we reserve the right to charge the registration fee even if the required attendee does not attend. All expenses, including travel and lodging, are your responsibility.

National Branding Fund. We, in our discretion, make certain marketing materials and promotional services available to you through a national branding fund (the "National Branding Fund"). The National Branding Fund makes these items available to you through a designated vendor. For a fee, the vendor offers you Web-based procurement services to order marketing and promotional items online. Some of the promotional services include credibility tools and books for your customers and the development of new marketing programs. The marketing materials available for purchase from the National Branding Fund include all brochures and mailers used in our marketing program and promotional items bearing our logo and service mark(s).

You are required to pay a National Branding Fee of 3% of Gross Revenues (minimum \$350.00) per month to the National Branding Fund. (Franchise Agreement § 5.2). We have the right to increase the amount of the National Branding Fee at any time. Any increase in the National Branding Fee will be effective 30 days after you receive notice of the increase. All National Branding Fees are maintained in a separate bank account and may only be spent on advertising, promotion, development, and marketing of the services provided by Growth Coach franchises, the development of new public relations campaigns and new advertising, promotional and marketing materials for the Growth Coach system, the solicitation of National Accounts, and administrative costs associated with the maintenance of the National Branding Fund. Our current policy is to use the National Branding Fund for the development of new advertising, promotional and marketing materials and to advertise the services provided by franchisees in certain print media. However, we have the right to change this policy at any time and use the National Branding Fund to place advertising in national, regional or local media (including broadcast, print, or other media). Growth Coach is reimbursed for any overhead, postage or labor provided to the National Branding Fund. Each location owned by Growth Coach, if any, will contribute to the National Branding Fund on the same basis as you. (Franchise Agreement Article 11).

The National Branding Fund is administered by Growth Coach's accounting personnel. An unaudited annual financial statement of the National Branding Fund is available to you after April 1 of each year. You may obtain an accounting of National Branding Fund expenditures by sending a written request to our corporate office. We do not presently have the National Branding Fund audited by an independent certified public accountant, but we reserve the right to do so at the National Branding Fund's expense. During the one-year period ending on December 31, 2022, the National Branding Fund had total receipts of ~~\$118,110,436,249~~ and total expenses of ~~\$113,975,449,590~~, of which approximately ~~55.158-5%~~ was spent for promotional programs, ~~102.82%~~ for Web-based programs, ~~7.6% for national meetings~~, and ~~34.124.7%~~ for shipping and administration expenses.

The National Branding Fund is not and will not be an asset of Growth Coach. The National Branding Fund is not a "trust", and Growth Coach will have no fiduciary duty to you or any other franchisee in connection with the management of the National Branding Fund. The National Branding Fees you pay are not refundable or transferable under any circumstances, even upon the expiration, termination or transfer of your franchise. Growth Coach is not required to spend any amount on advertising in your territory or to ensure that you benefit directly or pro rata from the National Branding Fees you pay. Except as disclosed above, neither Growth Coach nor any affiliate receives any payment from the National Branding Fund.

No portion of the Fund is used for advertising that is principally a solicitation for the sale of franchises. If any of the National Branding Fees are not spent in the fiscal year in which they accrue, expenditures made from the National Branding Fund in the following year(s) will be made first out of accumulated

earnings from previous years (if any), next out of earnings in the current year, and finally from contributions.

Advertising. You are required to spend at least \$500 a month on digital marketing and provide us with verification of your expenditures upon request. (Franchise Agreement 11.11). Your franchise agreement does not otherwise restrict the amount of advertising you may conduct or the media in which any advertising may be placed. However, you are generally not permitted to promote or market your franchised business in another franchisee's territory except for Shared Referral Sources. You are required to conduct advertising directly related to your franchised business within your territory. Your franchise agreement does not require us to advertise the services offered by Growth Coach franchisees or to spend any amount on advertising in your territory. We will provide you with a number of digital advertisements, layouts and images for use in various media, but you are free to use your own advertising material so long as we approve it first. If you wish to use an advertisement that we have not provided and that has not been previously approved, you must submit it to us by **electronic mail** for approval. You will typically be notified whether the advertisement is acceptable within 30 days after we receive it. The approval of advertising will be made on a case-by-case basis using purely subjective criteria. All of your advertising in any medium must be conducted in a dignified manner, be completely accurate and truthful, conform to all applicable laws and regulations regarding consumer advertising and to standards and requirements listed in the manual, and contain a notice that your franchise is independently owned and operated. Any advertisement that you develop for your Growth Coach franchise automatically becomes our property, and we may use it for our other franchisees without compensating you. (Franchise Agreement §11.9). There is no advertising council composed of franchisees that advises us on advertising policies or other matters. (Franchise Agreement §11.7).

Advertising Cooperatives. We may establish, change, dissolve, or merge local or regional marketing and advertising cooperatives in geographical areas with two or more Growth Coach franchises. Advertising cooperatives may be established for areas covered by advertising media relevant to particular geographic markets, metropolitan or micropolitan Statistical Areas, or our advertising strategies, in our discretion. If we establish an advertising cooperative in an area, each franchise within the cooperative area must join and contribute to the cooperative each month. Your cooperative contribution will not be credited toward your national branding fee. Either the cooperative or Growth Coach will determine the amount of your monthly contribution, but it cannot exceed 3% of your Gross Revenues unless a majority of the cooperative members agree on a higher contribution. The members of each cooperative will be responsible for its administration, subject to our approval. Each member of an advertising cooperative will have one vote per franchise. Each cooperative will operate from written governing documents and must prepare monthly financial statements, all of which will be available for its members' review. Each location owned by Growth Coach, if any, in an area in which an advertising cooperative has been established will contribute to the cooperative on the same basis as other members of that cooperative. As of the date of this disclosure document, we have not established any advertising cooperatives. (Franchise Agreement §11.10).

Growth Coach Web Site. Although not required by the franchise agreement, we maintain a Web site to promote the services offered by Growth Coach franchisees and the sale of Growth Coach franchises. We may include your franchise contact information on a separate page on the Growth Coach Web site paid for by the National Branding Fund. You may not establish your own Web site, Web page, blog, listing, banner, URL, advertisement, or any other service or link on or with the Internet (including social networking Web sites or services), World Wide Web, Internet service providers, **electronic mail** services, communication providers, search engines or other similar services using our service marks or otherwise in connection with the franchised business without our prior written approval. Any Web site that you are permitted to create must contain an active link to Growth Coach's Web site. Growth Coach reserves the right to require you to modify the terms and use of our service marks, including the format and content of any Web site. (Franchise Agreement §11.8).

Location of Franchised Business. You will operate the franchised business from at least one office site. We do not select or approve a site, or provide you with assistance in selecting a site, for your office. You may operate your franchise from an office in your home, provided that doing so will not violate any zoning or building code or other laws. You may also operate your franchise from rented office or warehouse space. Your office must be located in your territory unless your office is in your home and you live outside your territory, in which case you may not use your home address on your business cards or stationery or in any advertisements (including online and “help-wanted” ads)—you must maintain and use a business address in your territory and the telephone number for your franchise must be listed under that address. We do not impose any other restrictions upon the location of your office. Your office should be near the more densely populated areas of your territory and convenient to major thoroughfares. You must provide us with the address of the site and notify us promptly of any change in the location. (Franchise Agreement Article 3). You may not relocate the franchised business without our approval. Whether or not we would allow relocation depends on the circumstances at the time and what is in the systems’ best interests, based on our business judgment. Any relocation, if approved, would be at your sole cost.

Length of Time to Open Franchise. Franchisees typically begin operating their franchises 1 to 4 months after signing the franchise agreement, depending on how quickly they are able to attend our initial training program. Other factors that affect this length of time are the availability and timing of your financing, any previous employment commitments, and your ability to complete our training program, hire and train personnel (if necessary), and schedule your initial marketing campaign, and any applicable state licensing requirements. You must open your franchise within 90 calendar days after completing our initial training program or we have the right to terminate your franchise without refunding any money you have paid. (Franchise Agreement § 7.1).

Promotions. We may, in our sole discretion, periodically offer certain promotions to prospective franchisees. Such promotions may vary in nature and may include, by way of example and without limitation, partial reimbursement for expenses and marketing materials. All such promotions will be made available to all prospective franchisees that receive a franchise disclosure document within a certain defined time period. A prospective franchisee must pay for the franchise in full without financing in order to benefit from a promotion.

Referral Fee. If you refer a prospective franchisee to us who is not already in our sales system, then we will provide you a referral fee of \$7,500.00 if that person purchases a new franchise from us or from one of our affiliates. If you “self-refer” within 30 days after your completion of the initial training program, then in addition to the referral fee, we will waive the minimum royalty on your second territory for six months. The referral fee is \$20,000 for the fifth referral within a 12-month period. You will not otherwise participate in the awarding of the franchise to the prospective franchise owner and are not authorized to make financial performance representations. You are entitled to the referral fee when payment in full is received for the new franchise, a franchise agreement has been signed, and the initial training program has been completed. We may cancel or modify this referral policy at any time.

Existing owners may receive a prospective franchisee conversation fee if they answer questions of prospective candidates who become franchise owners. There is a pool (currently \$500) that is split among all franchise owners who speak with a candidate who becomes a franchise owner. We do not control the content of any communications between existing owners and prospective owners, and existing owners do not act as our agents or representatives in any way. We may cancel or modify this conversation fee policy at any time.

Training. After you sign the franchise agreement and pay the initial franchise fee, you will begin our “Jump Start Program.” The Jump Start Program is a preliminary training phase that you will engage in

at home. During the Jump Start Program, you will receive and read your operations manual, collect information about advertising media in your market, prepare a business plan, form a business entity to operate the franchised business, secure financing (if needed), obtain insurance, establish a bank account, and schedule your training dates. We will provide you with instructions and guidelines for the Jump Start Program and telephone support during this time.

If this is your first Growth Coach franchise, then we will train up to 2 people to operate the franchise. (Franchise Agreement §6.1). All of the training is at our corporate headquarters in Cincinnati, Ohio, by or under the supervision of our President, Chris Seman, and our Chief Operating Officer, Brad Schneider. Mr. Seman has overseen the training of and supporting our franchisees since August 2021, and Mr. Schneider has done so since January 2023. We do not employ a separate staff whose sole function is to train franchisees. In addition to Mr. Seman and Mr. Schneider, training is conducted by employees with various administrative and operational responsibilities and by third-party vendors. We may change trainers at any time. We do not charge an additional fee for the initial training, but you are responsible for paying the costs of travel, lodging, food, and compensation for you and your employees during the training program. The initial training program is mandatory—you, or the person designated as responsible for the general oversight and management of the franchised business, must begin the training program within 90 calendar days after you sign the franchise agreement, and complete it to our satisfaction, or we have the right to terminate your franchise without refunding any fees you have paid. Training programs are typically scheduled every other month, subject to demand. At the present time, we do not provide or require you to attend additional training programs after your successful completion of the initial training program, although we have the right to require additional training and to charge you a reasonable fee for it. (Franchise Agreement § 7.1). The current agenda of our initial training program is described in the table below:

Item 11 Table
TRAINING PROGRAM

<i>Subject</i>	<i>Classroom Training Hours</i>	<i>On-the-Job Training Hours</i>	<i>Location</i>
Introductions and Orientation	1	0	Cincinnati, Ohio
Starting and What to Expect	2	0	Cincinnati, Ohio
Growth Coach® Business Model	4	0	Cincinnati, Ohio
Growth Coach® Products & Services	3	0	Cincinnati, Ohio
Group Facilitation and Coaching	12	0	Cincinnati, Ohio
Marketing	7	0	Cincinnati, Ohio
Financial Management	1	0	Cincinnati, Ohio
Administration	1	0	Cincinnati, Ohio
Sales – How do I get Clients	5	0	Cincinnati, Ohio
Business Plan	3	0	Cincinnati, Ohio

<i>Subject</i>	<i>Classroom Training Hours</i>	<i>On-the-Job Training Hours</i>	<i>Location</i>
Review	1	0	Cincinnati, Ohio

The instructional materials for our training program include the Training manual, the Operations Manual, handouts, and the Strategic Mindset® Coaching Process. In addition, within 120 days after completing the training program, you are required to attend two days of on-site training (presently located in Columbus, Ohio or Amarillo, Texas) conducted by an experienced Growth Coach® owner. We do not charge you a fee to attend the on-site training, but you are responsible for your own expenses. We reserve the right to extend the hours of the training program, to require additional training, or to require that training be conducted on-line.

Office Visits. We may, in our discretion, visit your office from time to time to provide additional operational support. We reserve the right to require you to reimburse us for the cost of our travel to your office and for related expenses.

ITEM 12. TERRITORY

We will grant you an exclusive protected territory that will consist of one or more contiguous postal code areas. The territory you will receive for the base franchise fee will contain between 12,500 and 15,000 businesses as determined by our designated mapping system designated by us. If the number of businesses in your territory exceeds 15,000, you must pay an additional \$5,000 for all or part of every 1,000 businesses in excess of 15,000. See Item 5 above for a detailed explanation of the initial franchise fee. You may operate from more than one location subject to our approval. If the Postal Service alters the boundary or number of the postal code(s) assigned to you, we will re-define the boundaries of your territory to correspond as nearly as possible to your original territory.

There are no minimum sales quotas. You maintain the rights to your territory even if the number of businesses increases. Except as disclosed in this Item 12, we may not modify your territorial rights without your consent.

You may not operate your franchise in another franchisee’s territory, except as disclosed in this Item 12. “Operate your franchise in another franchisee’s territory” means advertising, soliciting, offering, providing, or selling services in another franchisee’s territory. The exclusivity of your territory begins once you complete our initial training program and become fully operational.

The exclusivity of your territory does not extend to clients that we identify as National Accounts. A “National Account” is a business, client, or association with ten or more members or franchised or company-owned locations in more than one state or more than one standard metropolitan statistical area or that receives Growth Coach services via the Internet. Other Growth Coach franchisees may service National Accounts at or from locations in your territory. With our prior written consent, you may service National Accounts at or from locations in another franchisee’s territory, if that franchisee’s franchise agreement allows it. The franchise agreements of some of the earlier Growth Coach franchisees do not permit other franchisees to provide products and services at or from locations in their territory, even for National Accounts. We have the exclusive right to identify clients or potential clients as National Accounts, to service National Accounts, and to award the right to service National Accounts to any Growth Coach franchisee, in our sole and absolute discretion.

Although we are not obligated to do so under the franchise agreement, we may permit you to operate your franchise in areas outside your territory that are not part of another Growth Coach franchisee’s

territory. We may, in our discretion, allow you to continue serving existing clients located in areas outside your territory after such area later becomes part of another franchisee's territory, but you must stop soliciting and serving new clients in any such area. Similarly, earlier Growth Coach franchisees may have operated their franchises in areas that later became part of your territory; if so, they will be permitted to continue to provide services in your territory to clients they already had in your territory before you opened your franchise, but they will be prohibited from soliciting and serving any new clients in your territory once you open your franchise. In addition, we may permit you to operate in the territory of a franchisee that has been provided written notification of a default under the franchise agreement and who has not cured the default within 30 days. In this event, the exclusivity of the defaulting franchisee's territory could, in our discretion, be suspended until the default is cured. You do not acquire any rights to any areas outside your territory, and you must immediately stop operating your franchise in any area outside your territory upon written notification from us.

The exclusivity of your territory does not extend to "shared referral sources" (such as bankers, attorneys, accountants, consulting firms, other business professionals, and similar organizations) that will be shared by all franchisees in a market. Other Growth Coach franchisees may solicit referrals from and promote their services to shared referral sources located in your territory, and you may solicit referrals from and promote your services to shared referral sources located in another franchisee's territory, if that franchisee's franchise agreement allows it. The franchise agreements of some of the earlier Growth Coach franchisees do not permit other franchisees to promote their products and services in their territory, even for shared referral sources. We have the exclusive right to identify the shared referral sources in each market on a case-by-case basis and resolve all disputes between franchisees relating to shared referral sources.

We reserve the right to provide Permitted Products and Services via the Internet to clients in your territory. Except as disclosed in this Item 12, Growth Coach does not otherwise reserve the right, under its principal trademarks or different trademarks, to provide competing services or to use any alternative distribution within your territory. We will not otherwise solicit or accept orders inside your territory.

Except as disclosed in this Item 12, there are no restrictions on soliciting or accepting clients outside your territory and you may use any commercially reasonable channel of distribution, such as telemarketing, or other direct marketing method to obtain and service clients outside your territory.

We may not operate or grant another Growth Coach franchise within your territory, but nothing prohibits us from operating or granting other franchises under a different service mark or trade name within your territory. These franchises may offer some of the same services offered by Growth Coach franchises so long as they are not "substantially similar" to a Growth Coach franchise. It is possible that some part or all of your territory may have previously been owned by a former franchisee. If you submit a written request to us by certified mail, return receipt requested, then we will notify you whether or not a former franchisee previously owned the exact boundaries of your territory.

Your franchise agreement does not give you any option, right of first refusal, or similar right to acquire additional franchises.

You may not relocate the franchised business without our approval. Whether or not we would allow relocation depends on the circumstances at the time and what is in the systems' best interests, based on our business judgment. Any relocation, if approved, would be at your sole cost. Your franchise agreement does not give you any option, right of first refusal or similar right to acquire additional franchises. We may, based on our sole business judgment and on a case-by-case basis, allow you to establish additional franchises.

ITEM 13. TRADEMARKS

Growth Coach grants you the right to operate a franchise under the name THE GROWTH COACH and to use the service mark GROWTH COACH® to identify the services offered by the franchise. You may also use our logo (which is depicted on the cover of this disclosure document), the mark THE STRATEGIC MINDSET®, and other service marks we may adopt in the future.

We have registered the following marks on the Principal Register of the U.S. Patent and Trademark Office (the “Trademark Office”).

<i>Registration Number</i>	<i>Description of Mark</i>	<i>Registration Date</i>
3,514,588	GROWTH COACH	October 14, 2008
2,876,669	THE STRATEGIC MINDSET	August 24, 2004
3,291,922	STRATEGIC MASTERY	September 11, 2007
5,860,366	GROWTH COACH logo	September 17, 2019

All required affidavits have been filed in connection with the registrations described above. We will renew our trademarks as necessary to preserve our registrations.

The word mark GROWTH COACH was registered with the Canadian Intellectual Property Office on August 15, 2008 (Registration No. TMA721104).

The word mark STRATEGIC MANAGER was registered on the Supplemental Register of the Trademark Office on July 22, 2008 (Reg. No. 3,474,240). Because this mark is not registered on the Principal Register it does not have as many legal benefits and rights as a federally registered trademark. If our right to use this trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

You must follow our rules when you use these marks. You cannot use any Growth Coach name or mark as part of your corporate name. You cannot use any Growth Coach name or mark with modifying words, designs or symbols other than those which we license to you. You cannot use any Growth Coach name or mark on or as part of any Web site, domain name, URL, blog, Web page, ~~electronic mail~~ address, listing, banner, advertisement or any other service or link on, to or with the Internet, World Wide Web, Internet service providers, ~~electronic mail~~ services, communication providers, search engines, or other similar services without Growth Coach’s prior written approval. You cannot register any Growth Coach name or mark as a service mark or trademark. You may not use any of the Growth Coach marks in connection with the sale of an unauthorized product or service or in a manner not authorized by Growth Coach. You must not use, in advertising or any other form of promotion, any of our trademarks or commercial symbols without the appropriate notices that we or the law may require, including, ®, SM, or other trademark notice.

Except as disclosed above, there are no effective determinations of the Trademark Office, Trademark Trial and Appeal Board, the trademark administrator of this state or any court, no pending infringement, opposition or cancellation, nor any pending material litigation involving our marks that are material to a Growth Coach franchise.

You must notify Growth Coach immediately when you learn about any infringement of or challenge to your use of our service mark. We will take whatever action we think appropriate. We are not required to defend you against a claim against your use of our marks or indemnify you for your liability or

expenses arising from your defense of such a claim. We, at our option, will control any proceedings or litigation arising from or relating to our trademarks.

We have the right to control any proceedings or litigation arising from or relating to our trademarks. You must modify or discontinue your use of a mark at your expense if Growth Coach modifies or discontinues it. We are not required to reimburse you for your costs if you do. You must not directly or indirectly contest our right to our service marks, trade secrets or business techniques that are part of our business.

Under an agreement dated September 19, 2003, we licensed Dave Kahle to use the name THE GROWTH COACH. The license permits Mr. Kahle to use the mark solely as an appellation in conjunction with and following his name, thusly: "Dave Kahle, THE GROWTH COACH," in connection with sales, time management, organizational effectiveness, and personal improvement training services. Mr. Kahle has the right to renew the license for additional five-year periods. We have the right to terminate the agreement if Mr. Kahle ceases to do business for more than six months, breaches the agreement, or becomes the debtor in a bankruptcy proceeding. No other agreements limit Growth Coach's right to use or license the use of our marks.

Growth Coach has no actual knowledge of any infringing uses that could materially affect your use of our marks. Growth Coach believes that there may be other businesses offering similar services and using the name GROWTH COACH whose use predates our first use of the name. Growth Coach and its franchisees may not be able to use the name GROWTH COACH in the market areas of other business management and personal development coaching businesses using the name GROWTH COACH or similar names. The duration of the copyright is for the life of the author plus an additional 70 years and is not subject to renewal registration.

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents or pending patent applications are material to the franchise.

Growth Coach has not obtained any copyright registrations, but claims common law copyrights in its operations manual (which contains proprietary information), marketing materials, and any other original or proprietary works developed by Growth Coach. All such materials will bear copyright notices. All rights and interests in such materials will be retained by Growth Coach. There are no agreements currently in effect that significantly limit our rights to use or license the use of the copyrights in any manner material to the franchise. You must not use, in advertising or any other form of promotion, any of our copyrighted materials, trademarks, or commercial symbols without the appropriate notices which we or the law may require, including © or other copyright registration notice. You may not cede the rights of our intellectual property to anyone else.

Growth Coach has developed a distinctive system for the operation of a business that conducts business management and personal development workshops, seminars, and individual mentoring. Our system includes pricing methods, management and coaching techniques, proposals and management forms/formats, specifications, procedures, knowledge and expertise in the operation of business, much of which is not commonly known to the public or to our competitors, gives us an advantage over competitors who do not know or use it, and which we identified or may identify as proprietary in confidential information. We will disclose proprietary and confidential information to you in the operations manual, during ongoing training seminars, and in guidance furnished to you during the term of your franchise agreement.

You will not acquire any interest in any proprietary and confidential information we may communicate to you, other than the right to utilize it in the operation of your franchised business during the term of

your franchise agreement. The information is disclosed to you solely on the condition that you (1) will not use it in any other business or capacity; (2) will maintain the absolute confidentiality of the information during and after the term of your franchise agreement; (3) will not make unauthorized copies of any portion of the operations manual or any other communication from us; and (4) will adopt and implement all reasonable procedures we may require to prevent unauthorized use or disclosure of the information, including restrictions on disclosure of the information to employees of the franchised business and the use of nondisclosure and noncompetition clauses in employment agreements.

There are no effective determinations of the U.S. Copyright Office, no pending infringement, opposition or cancellation, nor any pending material litigation involving any of the items or information in which we claim copyrights that are material to a Growth Coach franchise.

We must approve any instructional materials, advertising, marketing, promotional, public relations, or sales concepts, plans, programs, activities and other materials that you propose or develop for your franchised business, and we will own the copyright to any such materials, without compensation to you. You must execute any documents necessary to transfer the copyright to any of these materials to us.

You must notify Growth Coach immediately when you learn about any infringement of or challenge to your use of our copyrighted materials. We will take whatever action we think appropriate. We are not required to defend you against a claim against your use of our copyrighted materials, or indemnify you for your liability or expenses arising from your defense of such a claim. We are not obligated to protect any of our copyrights. You must discontinue your use, at your expense, of any item or information in which we claim a copyright if any party demonstrates to our satisfaction a superior right to the use of the item or information. We are not required to reimburse you for your costs if you do. You must not directly or indirectly contest our right to any item or information in which we claim a copyright.

Our founder, Daniel M. Murphy, obtained a copyright registration for his book, *Becoming a Strategic Business Owner: A Proven Process to Enhance Your Strategic Mindset*, on August 27, 2004 under Reg. No. TX-6-037-348. The book describes the tools and techniques used by Growth Coach franchisees in their business coaching workshops. You may provide copies of the book to your clients as part of your coaching services.

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

We do not require that you personally supervise the franchised business, although we recommend that you do so. The franchised business must be directly supervised by a manager who has been approved by us and has successfully completed our training program. The manager need not have an ownership interest in a franchisee that is a corporation or limited liability company. The manager must sign a written agreement to maintain the confidentiality of any confidential information about Growth Coach or your business that may be disclosed to him or her and a covenant not to compete with your business that is enforceable within your jurisdiction. If you acquire additional Growth Coach franchised businesses, each franchised business must have its own full-time manager or marketing employee.

You may not compete with, or own an interest in any competitor of, Growth Coach anywhere during the term of your franchise agreement or within 15 miles of your franchise territory or any other franchisee's territory for 2 years after the expiration or termination of your franchise agreement. You may not solicit any "shared referral sources" in your territory (see Item 12 for an explanation of "shared referral sources") or any client of the franchised business for 2 years after the expiration or termination of your franchise agreement. All owners of a corporate or limited liability company franchisee must sign a written agreement (a sample of this agreement – "Restrictive Covenant Agreement" -- is attached to

this disclosure document as Exhibit H) to maintain the confidentiality of any confidential information about Growth Coach or your business that may be disclosed to them, and a written agreement (a sample of this agreement is attached to this disclosure document as Exhibit G) personally guaranteeing all of the franchisee’s obligations under the franchise agreement. The spouse of an owner is not required to sign a guaranty unless he or she has an ownership interest in the franchise.

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

There are no restrictions on the goods or services you may offer for sale, except as described below in this Item 16.

You may use no other name for your franchise other than the name THE GROWTH COACH without our prior written approval.

You may not use the premises on which the franchised business is located for any purpose other than the operation of a Growth Coach franchise and the sale of authorized products and services without our express written permission (this restriction does not apply if you operate the franchised business from your home).

You are required to offer and sell only those goods and services that we have authorized. You are prohibited from offering any other goods or services without our prior written approval. You must offer all goods and services that we designate as required for all franchisees. These required services are business management and personal development workshops, seminars, and individual mentoring. We may designate some services as optional for franchisees in certain markets. We have the unlimited right to add or delete additional authorized goods and services that you are required or permitted to offer.

ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP

<i>Provision</i>	<i>Section in Franchise Agreement</i>	<i>Summary</i>
a. Term of the Franchise	2.1	5 years
b. Renewal or extension of the term	2.2	Your renewal right permits you to remain as a franchisee after the initial term of your franchise agreement expires. If you wish to do so, and you satisfy the required pre-conditions to renew, we will offer you the right to obtain an additional 5-year term. You must sign our then-current franchise agreement for the renewal term, and this new agreement may contain materially different terms and conditions (e.g., higher royalty and/or advertising contribution) from the agreement that covered your original term

<i>Provision</i>	<i>Section in Franchise Agreement</i>	<i>Summary</i>
c. Requirements for you to renew or extend	2.2	“Renewal” means that, if you are in full compliance with the Franchise Agreement at its term’s expiration and we are then continuing to offer new franchise opportunities, then you may acquire a successor franchise term of 5 years. If you wish to acquire a successor franchise term, you must satisfy the pre-conditions to renewal that we then require, including paying a renewal fee of \$5,000, giving 3-6 months written notice, signing our then-current franchise agreement (which may contain materially different terms and conditions such as a higher royalty and/or branding contribution) and (if law allows) a form of general release, and comply with any new training requirements.
d. Termination by you	Not Applicable	Not Applicable
e. Termination by us without cause	Not Applicable	Any reason authorized by state law
f. Termination by us with cause	13.1	We can terminate your franchise if you do not complete the training program to our satisfaction or if you default.
g. “Cause” defined - defaults which can be cured	13.1	You have 30 days to cure: non-payment of fees or notes, failure to submit reports, understatement of Gross Revenues, infringement into another franchisee’s territory, and any other default not listed in § 13.1 (g) through (r).
h. “Cause” defined - defaults which cannot be cured	13.1	Non-curable defaults: certain assignments, abandonment, failure to comply with applicable law, unapproved transfers, misrepresentation, knowing understatement of Gross Revenues, intentional infringement into another franchisee’s territory, bankruptcy ¹ , seizure of or execution against your franchise, criminal misconduct, conduct which reflects negatively on the Growth Coach system, danger to public.
i. Your obligations on termination/nonrenewal	Article 14	Obligations include complete de-identification, return of materials, and payment of amounts due (also see r, below).
j. Assignment of contract by us	12.1	No restriction on our right to assign.
k. “Transfer” by you – definition	12.2	Includes transfer of contract or assets, ownership change, and encumbrance.
l. Our approval of transfer by you	12.2	We have the right to approve all transfers but may not unreasonably withhold consent.
m. Conditions for our approval of transfer	12.2	All of your financial obligations and transfer fee paid, new franchisee qualifies, you release claims (if permitted by state law), new franchisee signs current agreement and completes training (also see r, below).

<i>Provision</i>	<i>Section in Franchise Agreement</i>	<i>Summary</i>
n. Our right of first refusal to acquire your business	12.4	We can match any offer for your business.
o. Our option to purchase your business	Not Applicable	Not Applicable
p. Your death or disability	12.5	Your heirs may inherit your franchise provided they qualify and meet other requirements for transfer (see m, above).
q. Non-competition covenants during the term of the franchise	15.2	No involvement in competing business.
r. Non-competition covenants after the franchise is terminated or expires	15.3 & 15.4	No involvement in competing business for 2 years within 15 miles of any franchisee's territory (subject to state law); no solicitation of clients or shared referral sources of the franchised business for 2 years (subject to state law).
s. Modification of the agreement	9.3 and 18.1	Modification only by written agreement, but we may modify operations manual so long as it does not change your fundamental status and rights.
t. Integration/merger clause	18.1	Only the terms of the franchise agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable, subject to state law.
u. Dispute resolution by arbitration or mediation	16.2	Except for claims in excess of \$100,000 and certain other claims, all disputes must be arbitrated in Cincinnati, Ohio (subject to state law). Claims may not be consolidated with claims of other franchisees, subject to state law.
v. Choice of forum	18.4	Arbitration and litigation must be in Hamilton County, Ohio (subject to state law).
w. Choice of law	18.3	Ohio law applies (subject to state law).

¹ This provision may not be enforceable under federal bankruptcy law.

ITEM 18. PUBLIC FIGURES

Growth Coach does not use any public figure to promote its franchises.

ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to disclose 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 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 performance at a particular location or under particular circumstances.

Below are historic gross revenue figures for certain Growth Coach franchises for the one-year period ending December 31, 2023. Only data from franchises open a year before 2023 and reported for the entire year are included in the table. The data is presented in thirds and then cumulatively. For cumulative data, gross revenue figures for the one-year periods ending December 31, 2022, and December 31, 2021, are also included.

GROSS REVENUE BY THIRDS

<u>First Third of Franchisees</u>	<u>Year Ending 12/31/2023</u>
<u>Average Gross Revenue</u>	<u>\$208,709.75</u>
<u>Median Gross Revenue</u>	<u>\$195,343.50</u>
<u>Highest Gross Revenue</u>	<u>\$283,145.00</u>
<u>Lowest Gross Revenue</u>	<u>\$161,007.00</u>
<u>Percentage of franchisees that attained or surpassed Average Gross Revenue</u>	<u>16.67%</u>
<u># of Franchises</u>	<u>6</u>

<u>Middle Third of Franchisees</u>	<u>Year Ending 12/31/2023</u>
<u>Average Gross Revenue</u>	<u>\$111,372.00</u>
<u>Median Range of Gross Revenue</u>	<u>\$111,372.00</u>
<u>Highest Gross Revenue</u>	<u>\$116,338.00</u>
<u>Lowest Gross Revenue</u>	<u>\$106,406.00</u>
<u>Percentage of franchisees that attained or surpassed Average Gross Revenue</u>	<u>50%</u>
<u># of Franchises</u>	<u>6</u>

<u>Bottom Third of Franchisees</u>	<u>Year Ending 12/31/2023</u>
<u>Average Gross Revenue</u>	<u>\$27,793.67</u>
<u>Median Gross Revenue</u>	<u>\$29,548.00</u>
<u>Highest Gross Revenues</u>	<u>\$43,031.00</u>
<u>Lowest Gross Revenues</u>	<u>\$22,497.00</u>
<u>Percentage of franchisees that attained or surpassed Average Gross Revenue</u>	<u>50%</u>
<u># of Franchises</u>	<u>6</u>

<u>Cumulative Franchisees</u>	<u>Year Ending 12/31/2023</u>	<u>Year Ending 12/31/2022</u>	<u>Year Ending 12/31/2021</u>
<u>Average Gross Revenue</u>	<u>\$97,847</u>	<u>\$92,345</u>	<u>\$104,050</u>
<u>Median Gross Revenue</u>	<u>\$81,068</u>	<u>\$87,720</u>	<u>\$111,438</u>
<u>Highest Gross Revenue</u>	<u>\$288,145</u>	<u>\$231,132</u>	<u>\$177,540</u>

<u>Lowest Gross Revenue</u>	<u>\$20,463</u>	<u>\$12,684</u>	<u>\$16,836</u>
<u>Percentage of franchises that attained or surpassed Average Gross Revenue</u>	<u>50%</u>	<u>50%</u>	<u>38.8%</u>
<u># of Franchises</u>	<u>18</u>	<u>18</u>	<u>18</u>

There were 36 Growth Coach franchises (each franchise consists of a single franchise territory) in operation as of December 31, 2023, which were owned by 28 franchisees. Of those, 18 were open a year before 2023 and reported for the entire year.

The preceding data has been extracted from royalty reports and income statements submitted to us by our franchisees. The income statements submitted to us were prepared by the franchisee.

For purposes of this Item 19, "Gross Revenue" means the total of all income arising from the operation of the franchised business, whether cash or credit. It is recognized on an accrual basis and regardless of collection, which means that a franchisee's Gross Revenue for any period represents how much a franchisee billed its clients during the period, not how much the franchisee received. Gross Revenue does not include the amount of refunds and discounts made to clients, or the amount of sales or excise taxes that are separately stated and that the franchisee is required to and does collect from clients and pays to the appropriate taxing authority. "Gross Profit" means Gross Revenue minus the cost of direct labor and paint.

Neither the Gross Revenue figures nor the Gross Profit figures reflect the costs of sales, other operating expenses, or other costs or expenses that must be deducted from Gross Revenue to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating a Fresh Coat franchise. Franchisees and former franchisees listed in this disclosure document may be one source of this information

We strongly suggest that you consult a financial advisor or accountant for assistance in reviewing the table and in preparing your own financial projections.

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

Written substantiation for the financial performance representation will be made available to you upon request.

Other than the preceding financial performance representation, w~~w~~e do 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 Jeffrey D. Siehl, General Counsel/Vice President, 4755 Lake Forest Drive, Suite 100, Cincinnati, Ohio 45242, (513) 999-9893, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20. LOCATIONS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years 2021~~0~~ to 2023~~2~~

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of Year	Net Change
Franchised	2021 0	5348	4553	-8+5
	2022 1	4553	4645	+1-8
	2023 2	465	3646	+1-10
Company-Owned	2021 0	0	0	0
	2022 1	0	0	0
	2023 2	0	0	0
Total Outlets	2021 0	5348	4553	-8+5
	2022 1	4553	465	+1-8
	2023 2	465	3646	-10+1

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2021~~0~~ to 2023~~2~~

STATE	YEAR	NUMBER OF TRANSFERS
TOTALS	2021 0	0
	2022 1	0
	2023 2	0

Table No. 3
 Status of Franchised Outlets
 For years 2021~~0~~ to 2023~~2~~

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	TERMINATIONS	NON-RENEWALS	REACQUIRED BY FRANCHISOR	CEASED OPERATION OTHER REASONS	OUTLETS AT END OF THE YEAR
ARIZONA	2021 0	<u>20</u>	<u>02</u>	0	0	<u>20</u>	0	<u>02</u>
	2022 4	<u>02</u>	0	0	0	<u>02</u>	0	0
	2023 2	0	<u>00</u>	<u>00</u>	<u>00</u>	<u>00</u>	<u>00</u>	<u>00</u>
CALIFORNIA	2021 0	3	<u>10</u>	0	0	0	<u>2</u> ² <u>0</u>	<u>23</u>
	2022 4	<u>23</u>	<u>40</u>	0	0	0	<u>02</u> ³	2
	2023 2	2	<u>00</u>	<u>00</u>	<u>00</u>	<u>00</u>	<u>00</u>	<u>22</u>
COLORADO	2021 0	1	0	0	0	<u>10</u>	0	<u>04</u>
	2022 4	<u>04</u>	0	0	0	<u>04</u>	0	0
	2023 2	0	<u>00</u>	<u>00</u>	<u>00</u>	<u>00</u>	<u>00</u>	<u>00</u>
DELAWARE	2021 0	1	0	0	0	0	0	1
	2022 4	1	0	0	0	0	0	1
	2023 2	1	<u>00</u>	<u>00</u>	<u>00</u>	<u>00</u>	<u>10</u>	<u>04</u>
FLORIDA	2021 0	0	<u>20</u>	0	0	0	0	<u>20</u>
	2022 4	<u>20</u>	<u>21</u>	0	0	0	0	<u>32</u>
	2023 2	<u>32</u>	<u>14</u>	<u>00</u>	<u>00</u>	<u>10</u>	<u>00</u>	<u>33</u>
GEORGIA	2021 0	1	<u>10</u>	0	0	0	0	<u>24</u>
	2022 4	<u>24</u>	<u>40</u>	0	0	0	0	2
	2023 2	<u>22</u>	<u>00</u>	<u>00</u>	<u>00</u>	<u>10</u>	<u>00</u>	<u>12</u>
ILLINOIS	2021 0	<u>10</u>	<u>04</u>	0	0	0	<u>10</u>	<u>04</u>
	2022 4	<u>04</u>	0	0	0	0	<u>04</u>	0
	2023 2	0	<u>00</u>	<u>00</u>	<u>00</u>	<u>00</u>	<u>00</u>	<u>00</u>
INDIANA	2021 0	1	0	0	0	0	0	1
	2022 4	1	0	0	0	0	0	1
	2023 2	1	<u>00</u>	<u>00</u>	<u>00</u>	<u>00</u>	<u>00</u>	<u>14</u>
IOWA	2021 0	1	0	0	0	<u>10</u>	0	<u>04</u>
	2022 4	<u>04</u>	0	0	0	<u>04</u>	0	0
	2023 2	0	<u>00</u>	<u>00</u>	<u>00</u>	<u>00</u>	<u>00</u>	<u>00</u>
KANSAS	2021 0	<u>24</u>	<u>04</u>	0	0	0	0	2
	2022 4	2	<u>01</u>	0	0	0	<u>2</u> ⁴ <u>0</u>	<u>12</u>
	2023 2	<u>12</u>	<u>04</u>	<u>00</u>	<u>00</u>	<u>00</u>	<u>02</u> ⁵	<u>14</u>
KENTUCKY	2021 0	1	<u>10</u>	0	0	0	0	<u>24</u>
	2022 4	<u>24</u>	<u>40</u>	0	0	0	0	2
	2023 2	2	<u>00</u>	<u>00</u>	<u>00</u>	<u>00</u>	<u>00</u>	<u>22</u>
MARYLAND	2021 0	4	<u>10</u>	0	0	<u>30</u>	<u>10</u>	<u>14</u>
	2022 4	<u>14</u>	<u>40</u>	0	0	<u>03</u>	<u>04</u>	1
	2023 2	1	<u>00</u>	<u>00</u>	<u>00</u>	<u>00</u>	<u>00</u>	<u>14</u>
MICHIGAN	2021 0	1	0	0	0	0	0	1

² An owner relocated to a different state

³ An owner relocated to a different state

⁴ An owner relocated to a different state

⁵ An owner relocated to a different state

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	TERMINATIONS	NON-RENEWALS	REACQUIRED BY FRANCHISOR	CEASED OPERATION OTHER REASONS	OUTLETS AT END OF THE YEAR
	20224	1	0	0	0	0	0	1
	20232	1	00	00	10	00	00	04
MISSOURI	20210	04	20	0	0	0	04	20
	20224	10	23	0	0	0	0	42
	20232	44	03	00	00	20	00	24
NEBRASKA	20210	1	0	0	0	10	0	04
	20224	04	10	0	0	04	0	10
	20232	10	04	00	00	10	00	04
NEW HAMPSHIRE	20210	0	10	0	0	0	0	10
	20224	10	40	0	0	0	0	1
	20232	1	00	00	00	00	00	14
NEW JERSEY	20210	1	10	0	0	10	0	1
	20224	1	40	0	0	04	0	1
	20232	1	10	00	00	00	00	24
NEW MEXICO	20210	0	10	0	0	0	0	10
	20224	10	04	0	0	0	0	1
	20232	14	00	00	00	00	00	14
NEW YORK	20210	34	02	0	0	0	20	13
	20224	13	0	0	0	0	02	1
	20232	1	00	00	00	00	00	14
NORTH CAROLINA	20210	1	0	0	0	0	0	1
	20224	1	0	0	0	10	0	04
	20232	04	00	00	00	04	00	00
OHIO	20210	9	0	0	0	0	0	9
	20224	9	10	0	0	0	0	109
	20232	109	04	00	00	10	20	740
ONTARIO	20210	1	0	0	0	0	0	1
	20224	1	0	0	0	0	0	1
	20232	1	00	00	10	00	00	04
OREGON	20210	10	04	0	0	0	0	1
	20224	1	0	0	0	0	0	1
	20232	1	00	00	00	00	00	14
PENNSYLVANIA	20210	23	0	10	0	04	0	12
	20224	12	10	40	0	0	0	24
	20232	24	04	00	00	00	00	22
PUERTO RICO	20210	1	0	0	0	0	0	1
	20224	1	0	0	0	0	0	1
	20232	1	00	00	00	00	00	14
SOUTH CAROLINA	20210	10	04	0	0	0	0	1
	20224	1	0	0	0	0	0	1
	20232	1	00	00	00	00	00	14
SOUTH DAKOTA	20210	1	0	0	0	0	0	1
	20224	1	0	0	0	0	0	1
	20232	1	00	00	00	00	00	14
TENNESSEE	20210	2	0	0	0	10	0	12
	20224	12	0	0	0	04	01	04

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	TERMINATIONS	NON-RENEWALS	REACQUIRED BY FRANCHISOR	CEASED OPERATION OTHER REASONS	OUTLETS AT END OF THE YEAR
	2023	04	00	00	00	00	04	00
TEXAS	2021	67	10	0	0	0	04	76
	2022	76	1	10	0	0	20	47
	2023	47	04	14	00	00	03	34
UTAH	2021	1	0	0	0	10	0	40
	2022	04	0	0	0	04	0	0
	2023	00	00	00	00	00	00	00
VIRGINIA	2021	2	0	0	0	0	10	21
	2022	12	0	0	0	0	04	1
	2023	14	00	00	00	00	00	14
WASHINGTON	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	00	00	00	00	00	14
TOTALS	2021	5348	108	10	0	11	62	4553
	2022	4553	940	1	0	14	6	465
	2023	465	29	14	20	64	36	3646

Table No. 4

Status of Company-Owned Outlets
For years 202~~10~~ to 202~~32~~

STATE	YEAR	OUTLETS AT START OF THE YEAR	OUTLETS OPENED	OUTLETS REACQUIRED FROM FRANCHISEE ⁶	OUTLETS CLOSED	OUTLETS SOLD TO FRANCHISEE	OUTLETS AT END OF YEAR
TOTALS	202 10	0	0	0	0	0	0
	202 24	0	0	0	0	0	0
	202 32	0	0	0	0	0	0

⁶ Franchised outlets reacquired by franchisor were terminated at the time of reacquisition and are therefore not included in Table 4.

Table No. 5

Projected Openings
As of December 31, 2023

<i>State</i>	<i>Franchise Agreements Signed but Franchises Not Opened</i>	<i>Projected New Franchised Locations in the Next Fiscal Year</i>	<i>Projected Company-Owned Locations in the Next Fiscal Year</i>
Arizona	0	1	0
California	0	1	0
Colorado	0	1	0
Florida	0	1	0
Illinois	0	1	0
Indiana	0	1	0
Kansas	0	1	0
Massachusetts	0	1	0
Michigan	0	1	0
Nevada	0	1	0
New Jersey	0	1	0
New York	0	1	0
North Carolina	0	1	0
Ontario	0	1	0
Pennsylvania	0	1	0
South Carolina	0	1	0
Tennessee	0	1	0
Texas	0	1	0
Virginia	0	1	0
Wisconsin	0	1	0
Totals	0	20	0

Exhibit D lists the names of all current Growth Coach franchisees and their business telephone number and addresses as of December 31, 2023 and those franchisees that have signed a franchise agreement but were not yet operational at the end of the year. Exhibit E lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who has had a franchise terminated, canceled, transferred, not renewed, or who has otherwise voluntarily or involuntarily ceased to do business under the franchise agreement or not communicated with us within 10 weeks of the issuance of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Some of our franchisees have signed confidentiality clauses during the last three years. In some instances, current and former franchisees have signed provisions restricting their ability to speak openly about their experience with us. While we encourage you to speak with current and former franchisees, be aware that not all such franchisees will be able to communicate with you. As of the issuance date of this disclosure document, there are no trademark-specific franchisee organizations associated with the Growth Coach franchise system.

ITEM 21. FINANCIAL STATEMENTS

Our audited year-end Balance Sheet and audited Statement of Income and Statement of Cash Flows for the fiscal years ended December 31, 202~~23~~, 202~~24~~, and 202~~19~~ are attached to this disclosure document as Exhibit C.

Our fiscal year ends on December 31.

ITEM 22. CONTRACTS

The following contracts are attached as exhibits to this disclosure document:

- Exhibit F the franchise agreement you will sign when you purchase a Growth Coach franchise
- Exhibit G the form of the personal guaranty to be signed by the owners of a franchisee that is not an individual (see Item 15 above)
- Exhibit H the form of the restrictive covenant agreement to be signed by the owners of a franchisee that is not an individual (see Item 15 above)
- Exhibit I irrevocable power of attorney that authorizes us to assume the telephone numbers and Internet- and World Wide Web-based rights relating to your franchised business after your franchise expires or terminates
- Exhibit J form to be signed by all franchisees to acknowledge that no representations were made other than those made in this disclosure document
- Exhibit L an assignment agreement you may use to assign your individual rights in the franchise agreement to a business entity
- Exhibit M state-specific additional disclosures and riders
- Exhibit P electronic funds authorization form that authorizes us to debit your bank account for the Royalties, National Branding Fund contributions, and other fees
- Exhibit Q an addendum for the Winner's Circle program described in Item 5
- Exhibit R the remittance form you will send us along with your payment

ITEM 23. RECEIPT

The last page of this disclosure document is a detachable document that you must sign acknowledging your receipt of this disclosure document.

AGENTS FOR SERVICE OF PROCESS

EXHIBIT A

California

Commissioner of Financial Protection & Innovation
2101 Arena Blvd.
Sacramento, CA 95834

Ohio

Jeffrey D. Siehl
4755 Lake Forest Drive, Suite 100
Cincinnati, Ohio 45242

Hawaii

Commissioner of Securities
Department of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

Rhode Island

Department of Business Regulation
Securities Division
John O. Pastore Complex
1511 Pontiac Avenue, Building 69-1
Cranston, RI. 02910

Illinois

Illinois Attorney General
500 South Second Street
Springfield, IL 62706

South Dakota

Division of Insurance
Securities Regulation
124 S. Euclid Suite 104
Pierre, SD 57501

Indiana

Administrative Office of the Secretary of State
201 State House
Indianapolis, IN 46204

Virginia

Clerk of the State Corporation Commission
1300 East Main Street 1st Floor
Richmond, VA 23219

Maryland

Maryland Securities Commissioner
200 St. Paul Place
Baltimore, MD 21202-2020

Washington

Washington Department of Financial Institutions
Securities Division
150 Israel Rd SW
Tumwater, WA 98501

Minnesota

Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, MN 55101

Wisconsin

Commissioner of Securities
101 East Wilson Street
Madison, WI 53703

New York

New York Secretary of State
99 Washington Avenue
Albany, NY 12231
518-473-2492

North Dakota

Securities Commissioner
5th Floor, 600 East Boulevard
Bismarck, ND 58505-0510

EXHIBIT B**STATE FRANCHISE REGULATORS****California**

Department of Financial Protection & Innovation
2101 Arena Blvd.
Sacramento, CA 95834
(866) 275-2677

Connecticut

Securities & Business Investments Division
Department of Banking
260 Constitution Plaza
Hartford, CT 06103-1800
(860) 240-8230

Florida

Dept. of Agriculture and Consumer Services
Division of Consumer Services
227 N. Burrough Street
City Centre Building, 7th Floor
Tallahassee, FL 32301
(904) 922-2770

Georgia

Office of Consumer Affairs
2 Martin Luther King Jr. Dr., Suite 356
Atlanta, GA 30334
(404) 656-1762

Hawaii

Commissioner of Securities
Department of Commerce & Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

Illinois

Office of the Attorney General
Franchise Division
500 South Second Street
Springfield, IL 62706
(217) 782-4465

Indiana

Indiana Securities Division
302 West Washington Street
Room E111
Indianapolis, IN 46204
(317) 232-6681

Kentucky

Office of the Attorney General
Consumer Protection Division
P.O. Box 2000
Frankfort, KY 40602-2000
(502) 573-2200

Maryland

Office of the Attorney General
Securities Division
200 Saint Paul Place
Baltimore, MD 21202-2020
(410) 576-6360

Michigan

Department of Attorney General
Consumer Protection Division
Antitrust and Franchise Unit
670 Law Building
Lansing, MI 48913
(517) 373-7117

Minnesota

Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, MN 55101
(651) 539-1638

Nebraska

Dept. of Banking & Finance
1230 O Street, Suite 400
Commerce Court
Lincoln, NE 68508
(402) 471-3445

New York

NYS Department of Law
Investor Protection Bureau
28 Liberty St., 21st Fl
New York, NY 10005
(212) 416-8285

North Carolina

Department of the Secretary of State
Securities Division
300 N. Salisbury Street
Raleigh, NC 27603-5909
(919) 733-3924

North Dakota

North Dakota Securities Department
State Capitol, Fifth Floor
600 East Boulevard Avenue
Bismarck, ND 58505-0510
(701) 328-4712

Oregon

Oregon Secretary of State
Corporation Division
255 Capitol Street, Northeast
Salem, OR 97310
(503) 986-2200

Rhode Island

Department of Business Regulation
Securities Division
John O. Pastore Complex
1511 Pontiac Avenue, Building 69-1
Cranston, RI. 02910
(401) 222-3048

South Carolina

Secretary of State
1205 Pendleton Street
525 Edger Brown Building
Columbia, SC 29201
(803) 734-1958

South Dakota

Division of Insurance
Securities Regulation
124 S. Euclid Suite 104
Pierre, SD 57501
(605) 773-3563

Texas

Secretary of State
Statutory Document Section
P.O. Box 13563
Austin, TX 78711
(513) 475-1769

Utah

Department of Commerce
Division of Consumer Protection
160 East 300 South
P.O. Box 45804
Salt Lake City, UT 84145-0804
(801) 530-6601

Virginia

State Corporation Commission
Division of Securities & Retail Franchising
1300 East Main Street, 9th Floor
Richmond, VA 23219
(804) 371-9276

Washington

Washington Department of Financial Institutions
Securities Division
150 Israel Road, SW
Tumwater, WA 98501
(360) 902-8760

Wisconsin

Department of Financial Institutions
Division of Securities
345 West Washington Avenue, 4th Floor
Madison, WI 53703
(608) 266-1064

G. C. Franchising Systems, Inc.

Financial Statements

December 31, 2023, 2022 and 2021

with Independent Auditors' Report

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
G. C. Franchising Systems, Inc.
Cincinnati, Ohio

Opinion

We have audited the accompanying financial statements of G. C. Franchising Systems, Inc. (an Ohio corporation), which comprise the balance sheets as of December 31, 2023, 2022, and 2021, and the related statements of operations and accumulated deficit, and cash flows for the years then ended and the related notes to the financial statements.

In our opinion, the 2023, 2022, and 2021 financial statements referred to above present fairly, in all material respects, the financial position of G. C. Franchising Systems, Inc. as of December 31, 2023, 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 Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of G. C. Franchising Systems, 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 these 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 G. C. Franchising Systems, Inc.'s ability to continue as a going concern within one year after the date that the financial statements were available to be issued.

Auditors' 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 auditors' 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 the

aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purposes of expressing an opinion on the effectiveness of G. C. Franchising Systems, 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 G. C. Franchising Systems, 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.

Clark, Schaefer, Hackett & Co.

Cincinnati, Ohio
March 28, 2024

G. C. Franchising Systems, Inc.
Balance Sheets
December 31, 2023, 2022 and 2021

	<u>2023</u>	<u>2022</u>	<u>2021</u>
Assets			
Current assets:			
Cash	\$ 56,109	121,070	244,010
Restricted cash	6,167	4,653	10,762
Accounts receivable	71,489	75,043	87,464
Other receivable	<u>-</u>	<u>5,442</u>	<u>-</u>
	<u>133,765</u>	<u>206,208</u>	<u>342,236</u>
Property and equipment:			
Furniture and fixtures	14,102	14,102	14,102
Computer equipment	35,997	35,997	35,997
Leasehold improvements	<u>11,020</u>	<u>11,020</u>	<u>11,020</u>
	61,119	61,119	61,119
Accumulated depreciation	<u>(57,302)</u>	<u>(57,148)</u>	<u>(56,993)</u>
	<u>3,817</u>	<u>3,971</u>	<u>4,126</u>
Other assets:			
Deposits	-	-	524
Franchise contract asset	25,166	30,944	24,387
Operating right-of-use asset	<u>-</u>	<u>34,024</u>	<u>-</u>
	<u>25,166</u>	<u>64,968</u>	<u>24,911</u>
	<u>\$ 162,748</u>	<u>275,147</u>	<u>371,273</u>
Liabilities and shareholder's equity			
Current liabilities:			
Accounts payable	\$ 3,070	14,635	20
Accrued expenses	28,523	45,920	41,838
Unearned franchise fees	-	27,900	69,300
Operating lease liability, current portion	<u>-</u>	<u>27,569</u>	<u>-</u>
	<u>31,593</u>	<u>116,024</u>	<u>111,158</u>
Long-term liabilities:			
Franchise contract liability	187,637	298,029	286,596
Operating lease liability, less current portion	<u>-</u>	<u>9,329</u>	<u>-</u>
	<u>187,637</u>	<u>307,358</u>	<u>286,596</u>
	<u>219,230</u>	<u>423,382</u>	<u>397,754</u>
Shareholder's equity (deficit):			
Common shares	1,000	1,000	1,000
Additional paid-in capital	971,000	971,000	971,000
Accumulated deficit	<u>(1,028,482)</u>	<u>(1,120,235)</u>	<u>(998,481)</u>
	<u>(56,482)</u>	<u>(148,235)</u>	<u>(26,481)</u>
	<u>\$ 162,748</u>	<u>275,147</u>	<u>371,273</u>

See accompanying notes to the financial statements.

G. C. Franchising Systems, Inc.
Statements of Operations and Accumulated Deficit
Years Ended December 31, 2023, 2022 and 2021

	<u>2023</u>	<u>2022</u>	<u>2021</u>
Revenue:			
Revenue from franchise agreements	\$ 653,646	696,060	900,774
National Branding Fund revenue	<u>118,110</u>	<u>136,219</u>	<u>118,627</u>
	<u>771,756</u>	<u>832,279</u>	<u>1,019,401</u>
Expenses:			
Advertising & marketing	109,184	192,406	189,343
Bank & payroll fees	4,758	4,218	8,367
Computer expenses	6,641	10,878	5,978
Depreciation	154	155	680
Dues & subscriptions	182	1,245	482
Employee-related expenses	4,901	4,389	1,886
Insurance	95	2,872	2,142
Leased employees expenses	349,336	309,585	429,754
Licenses	1,972	2,322	4,926
National Branding Fund expenses	110,758	146,299	114,752
Office & supplies	302	3,942	7,148
Postage	57	1,115	1,428
Professional fees	7,399	39,329	41,503
Rent	4,402	23,167	110
Repairs & maintenance	8	1,490	28
Sales related expenses	75,195	189,007	57,128
Telephone	97	3,264	849
Training & meetings	<u>7,379</u>	<u>22,435</u>	<u>47,789</u>
Total expenses	<u>682,820</u>	<u>958,118</u>	<u>914,293</u>
Income (loss) from operations	<u>88,936</u>	<u>(125,839)</u>	<u>105,108</u>
Other income (expense):			
Interest income	284	54	101
Interest expense	-	-	(1,397)
Other income	3,110	5,094	-
Paycheck Protection Program loan forgiveness	-	-	109,415
State & local taxes	<u>(577)</u>	<u>(1,063)</u>	<u>(609)</u>
Total other income	<u>2,817</u>	<u>4,085</u>	<u>107,510</u>
Net income (loss)	\$ 91,753	(121,754)	212,618
Accumulated deficit, beginning	<u>(1,120,235)</u>	<u>(998,481)</u>	<u>(1,211,099)</u>
Accumulated deficit, ending	\$ <u>(1,028,482)</u>	<u>(1,120,235)</u>	<u>(998,481)</u>

See accompanying notes to the financial statements.

G. C. Franchising Systems, Inc.
Statements of Cash Flows
Years Ended December 31, 2023, 2022 and 2021

	2023	2022	2021
Cash flows from operating activities			
Net income (loss)	\$ 91,753	(121,754)	212,618
Adjustment to reconcile net income (loss) to net cash provided by (used by) operating activities:			
Depreciation	154	155	680
Paycheck Protection Program loan forgiveness	-	-	(109,415)
Non-cash lease expense	(2,874)	2,874	-
Net change in assets and liabilities:			
Accounts receivable	3,554	12,421	(20,583)
Other receivable	5,442	(5,442)	-
Franchise contract asset	5,778	(6,557)	(9,603)
Deposits	-	524	-
Accounts payable	(11,565)	14,615	(2,825)
Unearned revenue	(27,900)	(41,400)	39,300
Franchise contract liability	(110,392)	11,433	(13,668)
Accrued expenses	(17,397)	4,082	236
Net cash provided by (used by) operating activities	(63,447)	(129,049)	96,740
Change in cash and restricted cash	(63,447)	(129,049)	96,740
Cash and restricted cash at beginning of year	125,723	254,772	158,032
Cash and restricted cash at end of year	\$ 62,276	125,723	254,772
Supplementary information:			
Cash paid for interest	\$ -	-	1,397
Cash and restricted cash:			
Cash	\$ 56,109	121,070	244,010
Restricted cash	6,167	4,653	10,762
Total cash and restricted cash	\$ 62,276	125,723	254,772

See accompanying notes to the financial statements.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

Business activity

G. C. Franchising Systems, Inc. (the Company), is an S-corporation organized under the laws of the State of Ohio on December 3, 2002. The Company was organized to promote, sell, and support franchises operating under the trade name The Growth Coach[®]. The Company's franchisees offer business coaching, business management and personal development workshops, seminars, and individual coaching and mentoring for business owners, business managers, self-employed professionals, and sales teams.

As of December 31, 2023, 2022 and 2021, the Company had 36, 46, and 45 franchises, respectively, operating in North America.

Adoption of a new accounting standard

The Company adopted Financial Accounting Standards Board ("FASB") Accounting Standards Update ("ASU") 2016-13, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, as amended, on January 1, 2023. Topic 326 modifies the measurement of expected credit losses on certain financial instruments. The Company adopted this new guidance utilizing the modified retrospective transition method. The adoption of this Standard did not have a material impact on the Company's financial statements.

Accounts receivable and allowance for credit losses

Accounts receivable are uncollateralized customer obligations due under normal trade terms. The Company does not assess interest on past-due accounts. An allowance for credit losses is an estimate based upon historical account write-off trends, facts about the current financial condition of the debtor, forecasts of future operating results based upon current trends, and macroeconomic factors. Credit quality is monitored through the timing of payments compared to payment terms and known facts regarding the financial condition of debtors. Accounts receivable balances are charged off against the allowance for credit losses after recovery efforts have ceased. Management has reviewed the Company's accounts receivable and determined that expected credit losses are not material.

Property and equipment

Property and equipment is recorded at cost. The cost of fixed assets is depreciated over the estimated useful lives of the related assets which range from 5 to 39 years. Depreciation is computed on the straight-line method for financial reporting. Maintenance and repair costs are charged to operations when incurred.

Revenue recognition

The Company derives its revenues primarily from the sale of franchises and related royalty and technology fee income. The Company charges a franchise fee of \$27,900 (\$44,900 prior to August 2021). The Company requires a \$5,000 nonrefundable deposit, and the balance of the franchise fee must be paid in full prior to commencement of the training program. No financing is offered, and the entire fee is nonrefundable once the franchisee begins the upfront training. Franchisees are then required to pay continuing monthly royalties of the greater of \$750 for the first year and \$1,000 thereafter or 15% of their gross revenue (which covers continued use of the Company's brand and service marks and ongoing

services) and a \$125 monthly technology fee (which covers software licensing and support). Franchise agreements have a 5-year term and can be renewed for two additional 5-year terms at no cost.

The Company's performance obligations under the franchise agreement consist of providing a license of the brand's intellectual property, a schedule of equipment necessary to operate the franchised business, initial training, advertising and promotional templates, a list of approved resources and vendors, periodic assistance as needed, and other materials and information deemed necessary.

The Company has identified its initial training program as a separate and distinct element of its contract satisfied at a point in time because upon completion, the franchisee has full knowledge of the Company's proprietary methods. Further, most of the Company's direct costs are associated with the recruiting and training of franchisees. The Company calculated the upfront revenue in reference to the total transaction price over the term of the initial franchise agreement and an allocation to the specific performance obligations based on their relative stand-alone values. Based on this calculation, the Company recognizes upfront revenue of 74% of the franchise fee. The contract liability resulting from the income deferral is amortized on a straight-line basis over the remaining four years of the contract. Selling expenses paid when the franchise agreement is executed are recorded as a franchise contract asset and are amortized over the life of the agreement, consistent with the recognition of the deferred revenue.

The following table summarizes the assets and liabilities related to revenue from contracts with customers at December 31, 2023, 2022 and 2021:

	December 31, <u>2023</u>	December 31, <u>2022</u>	December 31, <u>2021</u>	January 1, <u>2021</u>
Accounts receivable	\$ <u>71,489</u>	<u>75,043</u>	<u>87,464</u>	<u>66,881</u>
Contract liabilities	\$ <u>187,637</u>	<u>298,029</u>	<u>286,596</u>	<u>300,264</u>
Contract assets	\$ <u>25,166</u>	<u>30,944</u>	<u>24,387</u>	<u>14,784</u>

Revenue presented in the accompanying financial statements includes the following as of December 31:

	<u>2023</u>	<u>2022</u>	<u>2021</u>
Revenue recognized at a point in time:			
Franchise fee income	\$ <u>41,132</u>	<u>219,907</u>	<u>286,596</u>
Revenue recognized over time:			
Franchise fee income	143,461	53,409	44,723
Royalty income	379,778	368,869	494,458
National Branding Fund income	118,110	136,219	118,627
Other	<u>89,275</u>	<u>53,875</u>	<u>74,997</u>
	<u>730,624</u>	<u>612,372</u>	<u>732,805</u>
	\$ <u>771,756</u>	<u>832,279</u>	<u>1,019,401</u>

In the event a franchise agreement is terminated, any remaining deferred fees are recognized in the period of termination. Royalties are recognized as franchise sales are made and technology fees are recognized as revenue when earned.

Income tax status

The Company has elected, with the consent of its shareholder, to be taxed under provisions of Subchapter S of the Internal Revenue Code. Under those provisions, the Company will generally not pay federal and state income taxes on its taxable income. Instead, the shareholder is liable for individual federal income taxes on the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in these financial statements.

Advertising expense

Advertising costs are expensed as incurred.

Leased employees

The Company has contracted with a related party that leases employees. This firm has hired all the employees of the Company and is responsible for the payroll function including payroll taxes, benefits, and retirement.

National branding fund

The Company administers a national branding fund (NBF) on behalf of its franchisees. Each franchisee is required to contribute to the NBF, which is used to develop advertising and marketing materials and promote the Company's service marks and the franchisees' services on a local, regional, and national basis. All sums paid by franchisees to the NBF are maintained in an account separate from other moneys of the Franchisor. These funds are shown as restricted cash on the balance sheets as of December 31, 2023, 2022 and 2021.

The Company is deemed to be the principal in relation to the NBF, and as such, advertising fund contributions and expenditures are reported on a gross basis in the statements of operations and cash flows.

Concentrations of credit risk

The Company maintains cash in bank deposit accounts at financial institutions where the balances, at times, may exceed federally insured limits. Accounts at the institution are insured by the Federal Deposit Insurance Corporation up to \$250,000. The Company has not experienced any losses and management believes it is not exposed to any significant credit risk of loss in cash.

There were no accounts receivable concentrations at December 31, 2023, 2022 and 2021. There were no revenue concentrations for the years ending December 31, 2023, 2022 and 2021.

Use of estimates

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

Leases

The Company considers an arrangement a lease if, at inception, the arrangement transfers the right to control the use of an identified asset for a period of time in exchange for consideration. Under leasing standards, control is defined as having both the right to obtain substantially all of the economic benefits from use of the asset and the right to direct the use of the asset. Management only reassesses its determination if the terms and conditions of the contract are changed.

Operating leases are included in operating lease right-of-use ("ROU") assets, other current liabilities, and operating lease liabilities in the balance sheets.

The lease term reflects the noncancellable period of the lease together with periods covered by an option to extend or terminate the lease when management is reasonably certain that it will exercise such option. The Company uses the risk-free rate for a period of time similar to the lease term, determined at the lease commencement date, in determining the present value of lease payments. The risk-free rate is used as the information necessary to determine the rate implicit in the lease and the Company's incremental borrowing rate is not readily available. Lease expense for operating leases is recognized on a straight-line basis over the lease term. Short-term leases are less than one year without purchase or renewal options that are reasonably certain to be exercised and are recognized on a straight-line basis over the lease term. The right-of-use asset is tested for impairment in accordance with ASC 360.

Reclassifications

Certain amounts in the 2022 and 2021 financial statements have been reclassified to conform with the 2023 presentation.

Subsequent events

The Company evaluates events and transactions occurring subsequent to the date of the financial statements for matters requiring recognition or disclosure in the financial statements. The accompanying financial statements consider events through March 28, 2024, the date on which the financial statements were available to be issued.

2. PAYCHECK PROTECTION PROGRAM LOAN:

In 2020, the related party from which the Company leases its employees, Queen City Payroll Services, Inc. (QCPS), was granted a loan from PNC Bank in the aggregate amount of \$1,187,795 under the Small Business Administration's Paycheck Protection Program (PPP). QCPS used the loan proceeds to cover payroll costs for all of its clients. When the Consolidated Appropriations Act of 2021 was enacted on December 27, 2020, allowing payroll costs covered by PPP loan proceeds to be deducted, QCPS then allocated its PPP loan to its clients (based on actual expenses incurred during the eligible period), so the payroll expenses could be deducted by the companies who actually incurred the costs. The Company's share of the PPP loan was \$108,373. The Company used its share of the loan proceeds for qualifying expenses under the PPP. During 2021, the outstanding balance of the loan plus accrued interest of \$1,042 was forgiven and was recognized as other income in the 2021 statement of operations.

3. SHAREHOLDER'S EQUITY:

Common stock of 1,500 shares have been authorized and 200 shares were issued and outstanding at December 31, 2023, 2022 and 2021. This number consists of 102 voting and 98 non-voting shares.

4. OPERATING LEASE COMMITMENT:

The Company rented office space from a related party under a lease agreement that originally expired April 30, 2024. The lease was revised during 2023 and related parties assumed the Company's remaining lease commitment. Variable lease costs, such as the Company's proportionate share of actual costs for utilities, common area maintenance, property taxes and insurance that are not included in the lease liability, are recognized in the period in which they are incurred. Short-term lease cost represents the Company's cost with respect to leases with a duration of 12 months or less and is not reflected on the Company's balance sheet. The Company has no leases with variable costs or short-term leases at December 31, 2023.

Subsequent to year end, the Company entered into an operating lease agreement with a related party for office space requiring escalating monthly rent and expiring in May 2028. Related parties are still assuming the Company's lease commitment in 2024.

Total operating lease expense for the year ended December 31, 2023 and 2022 is \$4,278 and \$25,670, respectively.

Prior to adoption of ASC 842, the Company's total rent expense to the related party under this agreement was waived during the year ended December 31, 2021.

The following summarizes the weighted-average remaining lease term and weighted-average discount rate as of December 31:

	<u>2022</u>
Weighted-average remaining lease term	1.33 years
Weighted-average discount rate	0.87%

The following summarizes the supplemental cash flow information for the year ended December 31:

	<u>2023</u>	<u>2022</u>
Operating cash flows from operating lease	\$ <u>27,761</u>	<u>22,796</u>
Amortization of the right-of-use asset	\$ 34,024	25,233
Less change in the lease liability	<u>(36,898)</u>	<u>(22,359)</u>
Non-cash portion of lease expense	\$ <u>(2,874)</u>	<u>2,874</u>

5. RELATED PARTY TRANSACTIONS:

The Company leases office facilities from a related party under an agreement as disclosed in Note 4.

The Company shares their phone service, utilities, office supplies, and copier with other related parties that are owned by their shareholder. Each month the company that pays an expense will bill the other entities for their portions. The reimbursements for such costs have been recorded in the specific expense categories. In addition, the Company contracts with a related party for its leased employees.

During 2023, 2022 and 2021, the Company incurred leased employee wages and related expenses from a related party of \$435,893, \$411,506, and \$512,101, respectively. During 2023, 2022 and 2021, the Company paid marketing expenses of \$6,350, \$32,750, and \$27,500, respectively, to related parties.

Amounts due from related parties in accounts receivable totaled \$1,125 at December 31, 2023. There were no receivables from related parties at December 31, 2022 and 2021.

Amounts due to related parties in accounts payable totaled \$6,401 and \$20 at December 31, 2022 and 2021, respectively. There were no amounts due to related parties at December 31, 2023.





CLARK SCHAEFER HACKETT
BUSINESS ADVISORS

Exhibit C

G. C. Franchising Systems, Inc.
Financial Statements
December 31, 2022, 2021 and 2020
with Independent Auditors' Report

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
G. C. Franchising Systems, Inc.
Cincinnati, Ohio

Opinion

We have audited the accompanying financial statements of G. C. Franchising Systems, Inc. (an Ohio corporation), which comprise the balance sheets as of December 31, 2022 and 2021, and the related statements of operations and accumulated deficit, and cash flows for the years then ended and the related notes to the financial statements.

In our opinion, the 2022 and 2021 financial statements referred to above present fairly, in all material respects, the financial position of G. C. Franchising Systems, 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 Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of G. C. Franchising Systems, 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.

Prior Period Financial Statements

The financial statements as of and for the year ended December 31, 2020, were audited by Angie Willeford, CPA, whose report dated January 13, 2022, expressed an unmodified opinion on those statements.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these 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 G. C. Franchising Systems, Inc.'s ability to continue as a going concern within one year after the date that the financial statements were available to be issued.

Auditors' 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 auditors' 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 the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purposes of expressing an opinion on the effectiveness of G. C. Franchising Systems, 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 G. C. Franchising Systems, 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.

Clark, Schaefer, Hackett & Co.

Cincinnati, Ohio
March 22, 2023

G. C. Franchising Systems, Inc.
Balance Sheets
December 31, 2022, 2021 and 2020

	<u>2022</u>	<u>2021</u>	<u>2020</u>
Assets			
Current assets:			
Cash	\$ 121,070	244,010	147,403
Restricted cash	4,653	10,762	10,629
Accounts receivable	75,043	87,464	66,881
Franchise contract asset, current portion	5,778	3,311	3,134
Other receivable	5,442	-	-
	<u>211,986</u>	<u>345,547</u>	<u>228,047</u>
Property and equipment:			
Furniture and fixtures	14,102	14,102	11,665
Computer equipment	35,997	35,997	39,592
Leasehold improvements	11,020	11,020	6,103
	<u>61,119</u>	<u>61,119</u>	<u>57,360</u>
Accumulated depreciation	(57,148)	(56,993)	(52,554)
	<u>3,971</u>	<u>4,126</u>	<u>4,806</u>
Other assets:			
Deposits	-	524	524
Franchise contract asset, less current portion	25,166	21,076	11,650
Operating right-of-use asset	34,024	-	-
	<u>59,190</u>	<u>21,600</u>	<u>12,174</u>
	<u>\$ 275,147</u>	<u>371,273</u>	<u>245,027</u>
Liabilities and shareholder's equity			
Current liabilities:			
Accounts payable	\$ 14,635	20	2,845
Accrued expenses	45,920	41,838	41,602
Unearned franchise fees	27,900	69,300	30,000
Franchise contract liability, current portion	55,655	38,664	38,797
Operating lease liability, current portion	27,569	-	-
Paycheck Protection Program loan	-	-	109,415
	<u>171,679</u>	<u>149,822</u>	<u>222,659</u>
Long-term liabilities:			
Franchise contract liability, less current portion	242,374	247,932	261,467
Operating lease liability, less current portion	9,329	-	-
	<u>251,703</u>	<u>247,932</u>	<u>261,467</u>
	<u>423,382</u>	<u>397,754</u>	<u>484,126</u>
Shareholder's equity (deficit):			
Common shares	1,000	1,000	1,000
Additional paid-in capital	971,000	971,000	971,000
Accumulated deficit	(1,120,235)	(998,481)	(1,211,099)
	<u>(148,235)</u>	<u>(26,481)</u>	<u>(239,099)</u>
	<u>\$ 275,147</u>	<u>371,273</u>	<u>245,027</u>

See accompanying notes to the financial statements.

G. C. Franchising Systems, Inc.
Statements of Operations and Accumulated Deficit
Years Ended December 31, 2022, 2021 and 2020

	<u>2022</u>	<u>2021</u>	<u>2020</u>
Revenue:			
Revenue from franchise agreements	\$ 696,060	900,774	747,002
National Branding Fund revenue	<u>136,219</u>	<u>118,627</u>	<u>128,139</u>
	<u>832,279</u>	<u>1,019,401</u>	<u>875,141</u>
Expenses:			
Advertising & marketing	192,406	189,343	137,549
Bank & payroll fees	4,218	8,367	7,100
Computer expenses	10,878	5,978	33,068
Depreciation	155	680	1,910
Dues & subscriptions	1,245	482	1,816
Employee-related expenses	4,389	1,886	4,085
Insurance	2,872	2,142	3,557
Leased employees expenses	309,585	429,754	485,544
Licenses	2,322	4,926	3,662
National Branding Fund expenses	146,299	114,752	173,246
Office & supplies	3,842	7,148	6,540
Postage	1,115	1,428	1,739
Professional fees	39,329	41,503	46,794
Rent	23,167	110	35,642
Repairs & maintenance	1,490	28	1,929
Sales related expenses	189,007	57,128	44,011
Telephone	3,264	849	7,525
Training & meetings	22,435	47,789	34,093
Total expenses	<u>958,118</u>	<u>914,293</u>	<u>1,029,810</u>
Income (loss) from operations	<u>(125,839)</u>	<u>105,108</u>	<u>(154,669)</u>
Other income (expense):			
Interest income	54	101	14
Interest expense	-	(1,397)	(818)
SBA Grant	-	-	1,000
Other income	5,094	-	-
Paycheck Protection Program loan forgiveness	-	109,415	-
State & local taxes	<u>(1,063)</u>	<u>(609)</u>	<u>(143)</u>
Total other income (expense)	<u>4,085</u>	<u>107,510</u>	<u>53</u>
Net income (loss)	\$ (121,754)	212,618	(154,616)
Accumulated deficit, beginning	<u>(998,481)</u>	<u>(1,211,099)</u>	<u>(1,056,483)</u>
Accumulated deficit, ending	\$ <u>(1,120,235)</u>	<u>(998,481)</u>	<u>(1,211,099)</u>

See accompanying notes to the financial statements.

G. C. Franchising Systems, Inc.
Statements of Cash Flows
Years Ended December 31, 2022, 2021 and 2020

	<u>2022</u>	<u>2021</u>	<u>2020</u>
Cash flows from operating activities			
Net income (loss)	\$ (121,754)	212,618	(154,616)
Adjustment to reconcile net income (loss) to net cash provided by (used by) operating activities:			
Depreciation	155	680	1,910
Paycheck Protection Program loan forgiveness	-	(109,415)	-
Operating lease asset and liability	2,874	-	-
Net change in assets and liabilities:			
Accounts receivable	12,421	(20,583)	68,183
Other receivable	(5,442)	-	-
Franchise contract asset	(6,557)	(9,603)	286
Deposits	524	-	-
Accounts payable	14,615	(2,825)	(2,192)
Unearned revenue	(41,400)	39,300	(103,700)
Franchise contract liability	11,433	(13,668)	(29,690)
Accrued expenses	4,082	236	31,514
Net cash provided by (used by) operating activities	<u>(129,049)</u>	<u>96,740</u>	<u>(188,305)</u>
Cash flows from financing activities			
Proceeds from Paycheck Protection Program loan	-	-	109,415
Net cash provided by financing activities	<u>-</u>	<u>-</u>	<u>109,415</u>
Change in cash and restricted cash	(129,049)	96,740	(78,890)
Cash and restricted cash at beginning of year	<u>254,772</u>	<u>158,032</u>	<u>236,922</u>
Cash and restricted cash at end of year	<u>\$ 125,723</u>	<u>254,772</u>	<u>158,032</u>
Supplementary information:			
Cash paid for interest	<u>\$ -</u>	<u>1,397</u>	<u>818</u>

See accompanying notes to the financial statements.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

Business activity

G. C. Franchising Systems, Inc. (the Company), is an S-corporation organized under the laws of the State of Ohio on December 3, 2002. The Company was organized to promote, sell, and support franchises operating under the trade name The Growth Coach[®]. The Company's franchisees offer business coaching, business management and personal development workshops, seminars, and individual coaching and mentoring for business owners, business managers, self-employed professionals, and sales teams.

As of December 31, 2022, 2021 and 2020, the Company had 46, 45, and 53 franchises, respectively, operating in North America.

Accounts receivable

The Company carries its accounts receivable at original invoice amount less an allowance for doubtful accounts. On a periodic basis, the Company evaluates its accounts receivable and establishes an allowance for doubtful accounts based on a history of past write-offs and collections and current credit conditions. Management has determined that no allowance for doubtful accounts is necessary at December 31, 2022, 2021 and 2020.

Property and equipment

Property and equipment is recorded at cost. The cost of fixed assets is depreciated over the estimated useful lives of the related assets which range from 5 to 39 years. Depreciation is computed on the accelerated methods for financial reporting. Maintenance and repair costs are charged to operations when incurred.

Revenue recognition

The Company derives its revenues primarily from the sale of franchises and related royalty and technology fee income. The Company charges a franchise fee of \$27,900 (\$44,900 prior to August 2021). The Company requires a \$5,000 nonrefundable deposit, and the balance of the franchise fee must be paid in full prior to commencement of the training program. No financing is offered, and the entire fee is nonrefundable once the franchisee begins the upfront training. Franchisees are then required to pay continuing monthly royalties of the greater of \$750 for the first year and \$1,000 thereafter or 15% of their gross revenue (which covers continued use of the Company's brand and service marks and ongoing services) and a \$125 monthly technology fee (which covers software licensing and support). Franchise agreements have a 5 year term and can be renewed for two additional 5-year terms at no cost.

The Company's performance obligations under the franchise agreement consist of providing a license of the brand's intellectual property, a schedule of equipment necessary to operate the franchised business, initial training, advertising and promotional templates, a list of approved resources and vendors, periodic assistance as needed, and other materials and information deemed necessary.

The Company has identified its initial training program as a separate and distinct element of its contract satisfied at a point in time because upon completion, the franchisee has full knowledge of the Company's proprietary methods. Further, most of the Company's direct costs are associated with the recruiting and training of franchisees. The Company calculated the upfront revenue in reference to the total transaction

price over the term of the initial franchise agreement and an allocation to the specific performance obligations based on their relative stand-alone values. Based on this calculation, the Company recognizes upfront revenue of 74% of the franchise fee. The contract liability resulting from the income deferral is amortized on a straight-line basis over the remaining four years of the contract. Selling expenses paid when the franchise agreement is executed are recorded as a franchise contract asset and are amortized over the life of the agreement, consistent with the recognition of the deferred revenue.

The following table summarizes the assets and liabilities related to revenue from contracts with customers at December 31, 2022, 2021 and 2020 and January 1, 2020:

	December 31, <u>2022</u>	December 31, <u>2021</u>	December 31, <u>2020</u>	January 1, <u>2020</u>
Accounts receivable	\$ <u>75,043</u>	<u>87,464</u>	<u>66,881</u>	<u>135,064</u>
Contract liabilities	\$ <u>298,029</u>	<u>286,596</u>	<u>300,264</u>	<u>328,649</u>
Contract assets	\$ <u>30,944</u>	<u>24,387</u>	<u>14,784</u>	<u>13,765</u>

Revenue presented in the accompanying financial statements includes the following as of December 31:

	<u>2022</u>	<u>2021</u>	<u>2020</u>
Revenue recognized at a point in time:			
Franchise fee income	\$ <u>219,907</u>	<u>286,596</u>	<u>269,129</u>
Revenue recognized over time:			
Franchise fee income	53,409	44,723	125,658
Royalty income	368,869	494,458	293,847
National Branding Fund income	136,219	118,627	128,139
Other	<u>53,875</u>	<u>74,997</u>	<u>58,368</u>
	<u>612,372</u>	<u>732,805</u>	<u>606,012</u>
	\$ <u>832,279</u>	<u>1,019,401</u>	<u>875,141</u>

In the event a franchise agreement is terminated, any remaining deferred fees are recognized in the period of termination. Royalties are recognized as franchise sales are made and technology fees are recognized as revenue when earned.

Income tax status

The Company has elected, with the consent of its shareholder, to be taxed under provisions of Subchapter S of the Internal Revenue Code. Under those provisions, the Company will generally not pay federal and state income taxes on its taxable income. Instead, the shareholder is liable for individual federal income taxes on the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in these financial statements.

Advertising expense

Advertising costs are expensed as incurred.

Leased employees

The Company has contracted with a related party that leases employees. This firm has hired all the employees of the Company and is responsible for the payroll function including payroll taxes, benefits, and retirement.

National branding fund

The Company administers a national branding fund (NBF) on behalf of its franchisees. Each franchisee is required to contribute to the NBF, which is used to develop advertising and marketing materials and promote the Company's service marks and the franchisees' services on a local, regional, and national basis. All sums paid by franchisees to the NBF are maintained in an account separate from other moneys of the Franchisor. These funds are shown as restricted cash on the balance sheets as of December 31, 2022, 2021 and 2020.

The Company is deemed to be the principal in relation to the NBF, and as such, advertising fund contributions and expenditures are reported on a gross basis in the statements of operations and cash flows.

Concentrations of credit risk

The Company maintains cash in bank deposit accounts at financial institutions where the balances, at times, may exceed federally insured limits. Accounts at the institution are insured by the Federal Deposit Insurance Corporation up to \$250,000. The Company has not experienced any losses and management believes it is not exposed to any significant credit risk of loss in cash.

There were no accounts receivable concentrations at December 31, 2022, 2021 and 2020. There were no revenue concentrations for the years ending December 31, 2022, 2021 and 2020.

Use of estimates

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

Adoption of new accounting standard

During 2022, the Company adopted the Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2016-02, *Leases (Topic 842)*. The Company has elected the effective date method for implementing this ASU where a cumulative adjustment related to the implementation of ASC 842 is recorded as of January 1, 2022, the date of implementation, with no adjustment to any prior year information presented in the financial statements. The lease standard resulted in the recognition of a right-of-use asset and related lease liability of \$59,257 as of the date of implementation with no material cumulative effect adjustment to retained earnings. As allowed under the new accounting standard, the Company elected to apply practical expedients available under the transition provisions, including (i) not reassessing whether expired or existing contracts contain leases, (ii) not reassessing lease classification, and (iii) not revaluing initial direct costs for existing leases.

Leases

The Company considers an arrangement a lease if, at inception, the arrangement transfers the right to control the use of an identified asset for a period of time in exchange for consideration. Under leasing standards, control is defined as having both the right to obtain substantially all of the economic benefits from use of the asset and the right to direct the use of the asset. Management only reassesses its determination if the terms and conditions of the contract are changed.

Operating leases are included in operating lease right-of-use ("ROU") assets, other current liabilities, and operating lease liabilities in the balance sheets.

The lease term reflects the noncancellable period of the lease together with periods covered by an option to extend or terminate the lease when management is reasonably certain that it will exercise such option. The Company uses the risk-free rate for a period of time similar to the lease term, determined at the lease commencement date, in determining the present value of lease payments. The risk-free rate is used as the information necessary to determine the rate implicit in the lease and the Company's incremental borrowing rate is not readily available. Lease expense for operating leases is recognized on a straight-line basis over the lease term. Short-term leases are less than one year without purchase or renewal options that are reasonably certain to be exercised and are recognized on a straight-line basis over the lease term. The right-of-use asset is tested for impairment in accordance with ASC 360.

Recent accounting pronouncements

In June 2016, the FASB issued an ASU 2016-13 *Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*. The standard updates the guidance for accounting for credit losses. Under the new guidance, entities holding financial assets and net investments in leases that are not accounted for at fair value through net income will be affected. The amendments affect loans, debt securities, trade receivables, net investments in leases, off-balance sheet credit exposures, reinsurance receivables, and any other financial assets not excluded from the scope that have the contractual right to receive cash. The new standard is effective on January 1, 2023 and is not material to the financial statements.

Reclassifications

Certain amounts in the 2020 financial statements have been reclassified to conform with the 2022 and 2021 presentation.

Subsequent events

The Company evaluates events and transactions occurring subsequent to the date of the financial statements for matters requiring recognition or disclosure in the financial statements. The accompanying financial statements consider events through March 22, 2023, the date on which the financial statements were available to be issued.

2. PAYCHECK PROTECTION PROGRAM LOAN:

In 2020, the related party from which the Company leases its employees, Queen City Payroll Services, Inc. (QCPS), was granted a loan from PNC Bank in the aggregate amount of \$1,187,795 under the Small Business Administration's Paycheck Protection Program (PPP). QCPS used the loan proceeds to cover payroll costs for all of its clients. When the Consolidated Appropriations Act of 2021 was enacted on December 27, 2020, allowing payroll costs covered by PPP loan proceeds to be deducted, QCPS then

allocated its PPP loan to its clients (based on actual expenses incurred during the eligible period), so the payroll expenses could be deducted by the companies who actually incurred the costs. The Company's share of the PPP loan was \$108,373. The Company used its share of the loan proceeds for qualifying expenses under the PPP. At December 31, 2020, the Company had recorded accrued interest of \$1,042. During 2021, the outstanding balance of the loan plus accrued interest was forgiven and was recognized as other income in the 2021 statement of operations.

3. SHAREHOLDER'S EQUITY:

Common stock of 1,500 shares have been authorized and 200 shares were issued and outstanding at December 31, 2022, 2021 and 2020. This number consists of 102 voting and 98 non-voting shares.

4. OPERATING LEASE COMMITMENT:

The Company rents office space from a related party under a lease agreement that expires April 30, 2024. Variable lease costs, such as the Company's proportionate share of actual costs for utilities, common area maintenance, property taxes and insurance that are not included in the lease liability, are recognized in the period in which they are incurred. Short-term lease cost represents the Company's cost with respect to leases with a duration of 12 months or less and is not reflected on the Company's balance sheet. The Company has no leases with variable costs or short-term leases at December 31, 2022.

As of December 31, 2022, the Company has not entered into any material leases expected to commence in 2023.

Total operating lease expense for the year ended December 31, 2022 is \$25,670.

Prior to adoption of ASC 842, the Company's total rent expense to the related party under this agreement was \$35,642 for the year ended December 31, 2020. Rental expense under this agreement was waived during the year ended December 31, 2021.

The following summarizes the weighted-average remaining lease term and weighted-average discount rate as of December 31:

	<u>2022</u>
Weighted-average remaining lease term	1.33 years
Weighted-average discount rate	0.87%

The following is an analysis of maturities of the lease liability as of December 31:

2023	\$ 27,761
2024	<u>9,339</u>
Total lease payments	37,100
Less imputed interest	<u>(202)</u>
Total operating lease liability	\$ <u>36,898</u>

The following summarizes the supplemental cash flow information for the year ended December 31:

	<u>2022</u>
Operating cash flows from operating lease	\$ <u>22,796</u>
Amortization of the right-of-use asset	\$ 25,233
Less change in the lease liability	<u>(22,359)</u>
Non-cash lease expense	\$ <u>2,874</u>

5. RELATED PARTY TRANSACTIONS:

The Company leases office facilities from a related party under an agreement as disclosed in Note 4.

The Company shares their phone service, utilities, office supplies, and copier with other related parties that are owned by their shareholder. Each month the company that pays an expense will bill the other entities for their portions. The reimbursements for such costs have been recorded in the specific expense categories. In addition, the Company contracts with a related party for its leased employees.

During 2022, 2021 and 2020, the Company incurred leased employee wages and related expenses from a related party of \$411,506, \$512,101 and \$485,544, respectively. During 2022, 2021 and 2020, the Company paid marketing expenses of \$32,750, \$27,500 and \$36,339, respectively, to related parties.

Amounts due to related parties in accounts payable totaled \$6,401, \$20 and \$419 at December 31, 2022, 2021 and 2020, respectively.



G.C. FRANCHISING SYSTEMS, INC.

Franchisee List

December 31, 2023~~2~~

As of the above date, there are a total ~~346~~ franchises of a type substantially similar to those offered in this disclosure document, all of which are operational. The names, addresses and telephone numbers of these franchisees are listed below.

CALIFORNIA

Joseph D. Brenneman
5 Lanesboro Road
Ladera Ranch, CA 92694
(714) 932-7492

Ramon Ware
6597 Bose Lane
San Jose, CA 95120
(408) 464-0567

DELAWARE

~~Bruce Rushton
603 East Glen Mare Drive
Middletown, DE 19709
(614) 404-2396~~

FLORIDA

~~Kelsey Viars
11828 Sutter Gate Loop
Hudson, FL 34667
(813) 382-7752~~

Eric Nutting
2372 Isabell Court
Lakeland, FFL 33805
(863) 274-0270

Reginald Ford
8704 Bay Meadow Drive
Sarasota, FL 34238
(207) 671-6763

~~John & Harolyn Hall
5580 SE Graham Dr.
Stuart, FL 34997
(318) 235-7277~~

GEORGIA

Kimberly Ellet, Debbie McConnel
4498 Ashburn Walk
Marietta, GA 30068
(770) 971-6080

~~Leonard Sansone
617 Towne Park Drive West 729
Rincon, GA 31326~~

~~(916) 805-0205~~**INDIANA**

Robert T. Paden
640 White Oak Court
Zionsville, IN 46077
(317) 873-6940

KANSAS

Curtis Mead
3213 N Parkridge St.
Wichita, KS 67205
(316) 737-8045

KENTUCKY

Tim Shepelak
7728 Anderson Oaks Drive
Cincinnati, KY 45255
(513) 405-2421

Shirrod Le'Det
112 Casey Lane
Georgetown, KY 40324
(502) 370-1952

MARYLAND

Sandra Hart
13142 Shinnecock Drive
Silver Spring, MD 20904
(301) 881-7689

MICHIGAN

~~Ahmed Abdulbaqi
302 W. Davis Apt. 4
Ann Arbor, MI 48103
(734) 353-6488~~

MISSOURI

Jeffrey Hilton Roberts
220 Eagle Pointe Dr.
Branson, MO 65616
(479) 650-9131

Jessie Kwatamdia
3504 Oakland Gravel Road
Columbia, MO 65202
(573) 200-1527

~~Weston and Ercie Dearing
1279 Vero Lane
Ellisville, MO 63011
(314) 740-1465~~

~~Rob and Beth Jones
205 Park Central E, Suite 208
Springfield, MO 65806
(417) 861-0117~~

NEBRASKA

~~Daniel Duane McKeon
15420² 4th Road
Odessa, NE 68861
(308) 530-1462~~

NEW HAMPSHIRE

Norman Carpenter
5 Carolyn Drive
Newmarket, NH 3857
(207) 650-1810

NEW JERSEY

~~Doug McGreal
420 Lincoln Ave.
Pompton Lakes, NJ 7442
(845) 325-8793~~

Katherine Sheldon
112 East Shawnee Trail
Wharton, NJ 7885
(973) 814-0106

NEW MEXICO

Corey Frasure
3909 La Frente Ct. SE
Rio Rancho, NM 87124
(505) 364-3200

G.C. FRANCHISING SYSTEMS, INC.

Franchisee List

December 31, 2023²

As of the above date, there are a total **346** franchises of a type substantially similar to those offered in this disclosure document, all of which are operational. The names, addresses and telephone numbers of these franchisees are listed below.

NEW YORK Sallie Herberger 6141 Hillcroft Drive Boston, NY 14025 (716) 553-8401	(973) 699-1537 Richard A. Franzo, Jr. 118 Ruth Drive Cresco, PA 18326 (570) 517-4672	Arquilla Hargrove 13611 Breakwater Path Loop Houston, TX 77044 (281) 7891-7354
OHIO Tim Shepelak ⁷ 7728 Anderson Oaks Drive Cincinnati, OH 45255 (513) 405-2421	PUERTO RICO Gamaliel Malave Urb Camino de la Princesa bzn 49 Guayama, PR 785 (787) 313-5917	VIRGINIA Ernest Michael Willams 38 Lynchester Drive Fredericksburg, VA 22406 (540) 737-4318
Kurt Treu⁸ 7513 Royal Portrush Drive Solon, OH 44139 (440) 248-8669	SOUTH CAROLINA Trevor Crunelle 927 Overview Court Mt. Pleasant, SC 29464 (843) 834-6650	WASHINGTON Janet and Michael Bartlett 10727 NE 16 th Lane Bothell, WA 98011 (425) 806-1495
Brad Schneider 60 Barleycorn Drive Sunbury, OH 43074 (740) 501-4219	SOUTH DAKOTA Steve Larsen 4912 South Minnesota AveNUE Sioux Falls, SD 57108 (605) 321-7881	
John Maddox 8278 Quarry View Dr. Wadsworth, OH 44281 (330) 253-1058	TEXAS Dean Bogues 9505 Corbe Drive Austin, TX 78726 (512) 336-3710	
ONTARIO Keith Peers 210 Morningside Dr. Cambridge, ON N3H4R8 (519) 650-9030	Kenneth M. Shows 12148 Jollyville Road, Apartment 214 Austin, TX 78759 (601) 863-9467	
OREGON David Yassa 16925 Northwest Viola Street Portland, OR 97229 (971) 255-2193	Andrew W. Million 524 Lake Forest Drive Coppell, TX 75019 (214) 701-5152	
PENNSYLVANIA Mahmoud Elhussini 109 Founder Ct. Bethlehem, PA 18020		

⁷ Owns 6 Territories⁸ Owns 2 Territories

EXHIBIT E

G.C. FRANCHISING SYSTEMS, INC. FRANCHISEES WHO HAVE LEFT THE SYSTEM

Below are the names, city and state and business (or, if unknown, home) telephone numbers of every franchisee who ceased to do business under the franchise agreement or had an outlet terminated, canceled, not renewed, or transferred within the last fiscal year, or who has not communicated with us within 10 weeks of the issuance of the disclosure document. If you buy a franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Catherine Busch
Lenexa, KS 66215
(913) 515-7634

John Maddox
Wadsworth, OH 44281
(330) 253-1058

Bruce Rushton~~James Pagano~~

Middletown, DE 19709
(614) 404-2396

Keith Peers
Cambridge, ON N3H4R8
(519) 650-9030

Kelsey Viars~~Charlotte, NC~~
~~28270~~

Hudson, FL 34667
(813) 382-7752

Kenneth M. Shows
Austin, TX 78759
(601) 863-9467

Leonard Sansone~~(732) 910-~~
~~4442~~

Rincon, GA 31326
(916) 805-0205

Thomas Bruckbauer
Knoxville, TN 37922
(865) 924-2250

Ahmed Abdulbaqi
Ann Arbor, MI 48103
(734) 353-6488

Shaun P. Gebert
Canton, TX 75103
(972) 965-8326

Weston and Ernie Dearing
Ellisville, MO 63011
(314) 740-1465

Jesus Portillo
El Paso, TX 79915
(915) 383-4578

Rob and Beth Jones
Springfield, MO 65806
(417) 861-0117

Robert Osborne
Houston, TX 77044
(832) 212-9774

Daniel Duane McKeon
Odessa, NE 68861
(308) 530-1462

Ramiro Ramirez
Mission, TX 78572
(956) 874-5483

Kurt Treu⁹
Solon, OH 44139
(440) 248-8669

⁹ Owned 2 Territories

FRANCHISE AGREEMENT

BETWEEN

G.C. FRANCHISING SYSTEMS, INC.
FRANCHISOR

AND

FRANCHISEE(S)

FRANCHISE LOCATION No. _____

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THIS FRANCHISE AGREEMENT is between G.C. FRANCHISING SYSTEMS, INC., an Ohio corporation (the "Franchisor"), and the individual(s) or entity identified on Exhibit A attached hereto and by this reference incorporated herein (hereinafter collectively and individually referred to as the "Franchisee"),

RECITALS:

A. Franchisor has created and developed and is in the process of further developing a system (the "System") for the establishment and operation of a distinctive type of business that offers business and sales coaching, executive coaching, management and personal development coaching and consulting services to business owners, business managers, executives and self-employed professionals (hereinafter referred to as a "Growth Coach franchise").

B. The System consists of distinctive methods and procedures for marketing and advertising; specially designed business forms and procedures for the efficient operation of the franchised business; an operating manual (the "Manual") and training course; and specially designed procedures for the promotion and provision of the Franchisee's services.

C. Franchisor has the exclusive right to use the service mark GROWTH COACH®, THE STRATEGIC MINDSET®, any derivatives thereof, and certain other trade names, business names, service marks, trademarks, logos and trade symbols (the "Marks") as are now or may from time to time be designated in writing by Franchisor for the use by Franchisee in the operation of its Franchise under the System.

D. Franchisor continues to develop, use, and control the use of the Marks in order to identify to the public the source of products and services marketed thereunder and under the System, and to represent the System's high standards of quality, appearance, and services.

E. Franchisee understands and acknowledges the importance of Franchisor's high standards of quality, service, and appearance, and the necessity of opening and operating the franchised business in conformity with Franchisor's standards and specifications presented in all manuals and corresponding updates.

F. Franchisee has indicated to Franchisor its desire to serve as Franchisee.

THEREFORE the parties agree as follows:

ARTICLE 1

APPOINTMENT

1.1 Grant of Franchise. Franchisor hereby grants to Franchisee, upon the terms and conditions herein contained, (i) the right and franchise, and Franchisee undertakes the obligation, to operate a business and sales coaching, executive coaching, business management, and personal development coaching and consulting business (hereafter referred to as the "franchised business") using Franchisor's System and (ii) a non-exclusive license to use the Marks and the System as they may be changed, improved, and further developed from time to time within the geographical area described in Section 1.2 (the "Territory").

1.2 Territory Defined. The Territory is a geographical area delineated by postal codes and more particularly described on an exhibit ("Exhibit B") to be attached to, incorporated in, and made a part of this Agreement. If for any reason the boundaries or numbers of any postal code(s) that comprise the Territory are moved, altered or eliminated, Franchisor shall re-define the boundaries of the

Territory to correspond as nearly as possible, in Franchisor's sole and absolute discretion, to Franchisee's original Territory, and Franchisor's decision shall be final and binding upon both Franchisor and Franchisee. Franchisee shall not relocate the franchised business from the Territory described in Exhibit B without the prior written approval of Franchisor. Franchisee may operate the franchised business only within the Territory described on Exhibit B unless specifically authorized otherwise.

1.3 Scope of Territorial Protection. Subject to this Article 1 and Section 7.20 and 8.6, Franchisor shall not establish nor franchise another to establish a business substantially similar to the franchised business within Franchisee's Territory during the term of this Agreement. Franchisee acknowledges that this Franchise is otherwise non-exclusive and is granted subject to the terms and conditions of this Article 1 and Sections 7.20 and 8.6 below. Except as expressly described in this paragraph, Franchisee does not have any "exclusive territory" or any "exclusive," "protected," or "reserved" territorial or similar rights, and there is and will be no limitation on Franchisor's rights to locate and consent to the location of other Growth Coach Franchises or other facilities of any type at any location, regardless of the distance from, impact on, or vicinity of, the franchised business or the number of Growth Coach Franchises in an area or market. Except as permitted by Sections 1.4 – 1.6 below, Franchisee shall not provide or sell products or services in, or to businesses located in, a franchise territory granted to another franchisee of the System. Franchisee acknowledges that the territorial restrictions in this paragraph do not extend to the solicitation of employees, and nothing in this agreement prohibits other franchisees of Franchisor from advertising for and soliciting employees in Franchisee's Territory. Franchisee's right to exclusively operate the franchised business within Franchisee's Territory (subject to Sections 1.4 – 1.6, 1.9 and 1.10 below) shall begin once Franchisee has completed Franchisor's initial training program (see Section 7.1 below) and the franchised business has become fully operational.

1.4 National Accounts. The rights granted to Franchisee by this Agreement do not include the exclusive right to offer or provide products or services to National Accounts, and National Accounts are hereby specifically excluded from Franchisor's territorial restrictions in Section 1.3 above. Franchisee acknowledges that other franchisees of the System or Franchisor may provide products and services to National Accounts at or from locations in Franchisee's Territory. With Franchisor's prior written consent, Franchisee may provide products and services to National Accounts at or from locations in a franchise territory granted to another franchisee of the System, if, and only if, that franchisee's franchise agreement contains a provision similar to this Section 1.4 excluding National Accounts or otherwise permitting other franchisees of the System to provide products and services at or from locations in the franchisee's territory. A "National Account" is a business, client, or association with ten or more franchised or company-owned locations or with ten or more members, in more than one state or in more than one standard metropolitan statistical area, or that receives Permitted Products and Services via the Internet. Franchisor retains the sole and exclusive right to identify clients or potential clients as National Accounts, to service National Accounts, and to award the right to service National Accounts to any franchisee of the System, in Franchisor's sole and absolute discretion. All disputes between franchisees of the System relating to National Accounts will be resolved by Franchisor, whose decision will be final and binding upon all parties.

1.5 Shared Referral Sources. The rights granted to Franchisee by this Agreement do not include the exclusive right to solicit referrals from and promote services to Shared Referral Sources, and Shared Referral Sources are hereby specifically excluded from Franchisor's territorial restrictions in Section 1.3 above. Franchisee acknowledges that other franchisees of the System may solicit referrals from and promote their services to Shared Referral Sources located in Franchisee's Territory. Likewise, Franchisee may solicit referrals from and promote its services to Shared Referral Sources located in a franchise territory licensed to another franchisee of the

System. A “Shared Referral Source” is a person or organization that: (i) because of its purpose or the nature of its business, frequently encounters opportunities to recommend, to its customers, clients, members, or to the general public, providers of services similar to the services offered by a Growth Coach franchise; and (ii) though it may be physically located within one franchise territory, serves a geographic area larger than that franchise territory. Examples of Shared Referral Sources (by way of illustration and not limitation) are bankers, attorneys, accountants, consulting firms, and other business professionals and publications of a general circulation. Franchisor retains the sole and exclusive right to identify Shared Referral Sources on a case-by-case basis, in Franchisor’s sole and absolute discretion. All disputes between franchisees of the System relating to Shared Referral Sources will be resolved by Franchisor, whose decision will be final and binding upon all parties. Nothing in this paragraph authorizes or permits Franchisee to offer, sell or provide Permitted Products and Services outside the Territory described in Exhibit B, or to sell or provide products or services to a Shared Referral Source located in a franchise territory licensed to another franchisee of the System.

1.6 Clients. Franchisee acknowledges and agrees that it acquires no rights in or to its clients or client list other than those specifically granted under this Agreement. Upon the expiration or termination of this Agreement for any reason, Franchisor may notify Franchisee’s clients thereof and, without compensation to Franchisee, authorize one or more other Growth Coach franchisees or any other third party to provide Permitted Products and Services to Franchisee’s former clients. If a franchisee provides Permitted Products and Services in a franchise territory before Franchisor grants such territory to a new franchisee, then Franchisor may, in its discretion, allow the pre-existing franchisee to continue to provide Permitted Products and Services to pre-existing clients, but the pre-existing franchisee may not thereafter solicit or accept new clients in any part of the new franchisee’s franchise territory.

1.7 Permitted Activities. The rights granted to Franchisee under this Agreement are limited to the sale of Permitted Products and Services to clients within the Territory. Franchisee shall not promote, offer, sell, provide, or distribute any other goods or services without Franchisor’s prior written approval.

1.8 Reserved Rights of Franchisor. Franchisor specifically reserves all rights not expressly granted to Franchisee in this agreement.

1.9 Acquisition of Competing System. If Franchisor merges with, acquires, or is acquired by another system of businesses, the continued operation of any branch, franchise, or location of the other system within the Territory under any trade name, trademark, brand name, or commercial symbol other than the Marks will not violate the rights granted to Franchisee by Section 1.3 or any other provision of this agreement.

1.10 Marketing and Solicitation Restrictions. Except as permitted by Section 1.4 or 1.5, Franchisee shall not directly or indirectly: (i) engage in advertising, marketing, or promotional activities in, or that are directed or targeted primarily to, the protected territory of another Growth Coach franchisee; or (ii) conduct in-person assessments, conduct workshops or seminars, provide Permitted Products and Services, or provide products or services that compete with Permitted Products and Services, in the protected territory of any other Growth Coach franchisee. Any violation of any of the restrictions of this section by Franchisee will constitute a material default of this Franchise Agreement. Within 10 days after receiving written notice of such violation, Franchisee shall remit to Franchisor all Gross Revenues earned from any activities prohibited by this section.

ARTICLE 2

TERM AND RENEWAL

2.1 Term. Except as otherwise provided, the term of this Agreement shall commence on the Effective Date (as defined in the last paragraph of this Agreement) and expire on the fifth anniversary of the Effective Date (the "Expiration Date").

2.2 Renewal. Except as provided in Section 2.3, Franchisee's right to operate the Franchised Business under this Agreement terminates at the Expiration Date. Franchisee may, at its option, renew the license granted under this Agreement for an additional consecutive term of five years, provided that Franchisee complies with the following requirements:

(a) Franchisee shall give Franchisor written notice of its election to renew at least six months, but not more than one year, before the Expiration Date;

(b) Franchisee must not be in default under any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement or instrument between Franchisor and Franchisee, and must have substantially complied with all of the terms and conditions of all such agreements during the respective terms thereof;

(c) At least 30 days before the Expiration Date, Franchisee shall execute Franchisor's then-current form of Franchise Agreement (the "Successor Agreement"), with appropriate modifications to reflect the fact that it relates to the renewal of a franchise. The Successor Agreement will supersede this Agreement in all respects and may contain terms that differ from the terms of this Agreement, including, without limitation, different rates for National Branding Fees and Royalties, except that Franchisee will not be required to pay an initial franchise fee;

(d) At least 30 days before the Expiration Date, unless prohibited by the laws of the state in which Franchisee is located, Franchisee must sign Franchisor's then-current form of general release in favor of Franchisor and its subsidiaries and affiliates, and their respective officers, directors, agents and employees, in their corporate and individual capacities;

(e) Franchisee shall comply with Franchisor's then-current qualification and training requirements, including, without limitation, any training requirements specifically designed for renewing franchisees;

(f) Franchisee shall pay a Renewal Fee of \$5,000.

2.3 Holdover Period. If Franchisee does not sign a Successor Agreement before the Expiration Date but continues to operate the Franchised Business (or a competitive business) or to otherwise accept the benefits of this Agreement after the Expiration Date, then at Franchisor's option, this Agreement may be treated either as: (i) expired as of the Expiration Date, with Franchisee thereafter operating without a license to do so and in violation of Franchisor's rights; or (ii) continued on a month-to-month basis (the "Holdover Period") until either party provides the other party with at least one month's written notice of that party's intention to terminate the Holdover Period (if the laws of the jurisdiction in which the Franchised Business or Franchisee is located require a longer notice period, the one-month period will be deemed modified to be the shortest notice period required by the applicable laws of the jurisdiction). In the latter case, all of Franchisee's obligations will remain in full force and effect during the Holdover Period as if this Agreement had not expired, and all obligations and restrictions imposed on Franchisee upon the expiration of this Agreement will be deemed to take effect upon the termination of the Holdover

Period. Except as described in this section, Franchisee has no right to continue to operate the Franchised Business after the Expiration Date. If Franchisee does not sign a Successor Agreement before the Expiration Date but Franchisor nevertheless permits Franchisee to renew the license granted under this Agreement, then Franchisee must pay to Franchisor a fee of \$1,000 per month for every month of the Holdover Period, up to Franchisor's then-current initial franchise fee.

ARTICLE 3

LOCATION OF BUSINESS

Franchisee shall lease, purchase or otherwise secure suitable premises for the operation of the franchised business (the "Premises"). Franchisee may operate the franchised business from Franchisee's residence if permitted by, and so long as Franchisee fully complies with, all applicable building, zoning and licensing laws, ordinances, requirements and restrictions. If the residence used as the Premises is located outside the Territory, Franchisee shall, before opening the franchised business, obtain and maintain at all times during the Term a mailing address located in the Territory. If the Premises are not the residence of Franchisee or a principal of Franchisee, the Premises must be located in the Territory. Franchisee shall provide Franchisor with the address of the Premises and shall notify Franchisor promptly in writing of any change in the location of the Premises, any change in Franchisee's business address, or any change in Franchisee's e-mail address or business telephone number.

ARTICLE 4

FRANCHISE FEE

Franchisee shall pay to Franchisor a "Franchise Fee" of \$~~3927~~9,900. The Franchise Fee is fully earned, due and payable to Franchisor upon the execution of this Agreement, in consideration of the administrative and other expenses incurred by Franchisor in furnishing items to Franchisee as described in Article 6 and for Franchisor's lost or deferred opportunity to franchise to others. The Franchise Fee is not refundable. This Article 4 is not applicable if: (i) this agreement is a successor agreement to a prior franchise agreement or Franchisee is otherwise signing this agreement in connection with the renewal of a franchise granted under a prior franchise agreement; or (ii) Franchisee is signing this agreement in connection with a Transfer in accordance with Article 12.

ARTICLE 5

MONTHLY FEES

5.1 Royalty.

(a) Franchisee shall pay Franchisor a monthly royalty fee of ~~10~~5% of Franchisee's Gross Revenues for the preceding month, or the "Minimum Royalty" (defined in subparagraph (b) below), whichever is greater. The royalty fee is solely in consideration of Franchisee's continued right to use the Marks. All Royalties are payable on or before the fifth day of each month and are based upon Franchisee's Gross Revenues of the preceding month. Franchisee is not obligated to pay the Minimum Royalty until the fifth day of the second calendar month following the month in which Franchisee or the Designated Individual completes the initial training program required by Section 7.1 (the "Minimum Royalty Effective Date"), unless (1) Franchisee has operated a Growth Coach franchise under another franchise agreement with an effective date at least six months earlier than the Effective Date of this Agreement; or (2) Franchisee acquired the Territory from another Growth Coach franchisee.

(b) The Minimum Royalty is: (1) \$750 a month for the first 12 months beginning on the Minimum Royalty Effective Date; and (2) \$1,000 a month for each month thereafter.

5.2 National Branding Fee. Franchisee shall pay, to the Fund established in accordance with Article 11 of this Agreement, a National Branding Fee by the fifth day of each month. The amount of the National Branding Fee is three percent (3%) of Franchisee's Gross Revenues for the preceding month, or \$350.00 per month, whichever is greater. Franchisee is not obligated to pay the National Branding Fee until the fifth day of the first month following the month in which Franchisee or the Designated Individual completes the initial training program required by Section 7.1, unless (1) Franchisee has operated a Growth Coach franchise under another franchise agreement with an effective date at least six months earlier than the Effective Date of this Agreement; or (2) Franchisee acquired the Territory from another Growth Coach franchisee. Franchisor has the right to increase the amount of the National Branding Fee at any time in its sole discretion. Any increase in the National Branding Fee will be effective thirty days after Franchisee's receipt of written notice thereof.

5.3 Late Payment. Franchisee shall pay to Franchisor a late fee of \$100.00 or 10% of the amount due, whichever is greater, on each Royalty or National Branding Fee payment that is not received by Franchisor within five days after the due date. Franchisee shall pay to Franchisor a late fee of \$100 for each Revenue Report or other Business Record that is not received by Franchisor within five days after the due date. Any such payments that are not received by Franchisor within thirty days after the same become due shall bear interest at the rate of 18% per annum, or the highest rate allowed by law, whichever is lower, from the date payment is due to the date payment is received by Franchisor, regardless of any subordinate agreement that may be in effect to postpone payment of Royalties or National Branding Fees.

5.4 Gross Revenues. The term "Gross Revenues" means all income (cash, credit, and all other consideration) recognized on an invoice/accrual basis by Franchisee or any spouse or child of Franchisee or its principal: (i) in connection with the operation of the franchised business or any competing business; (ii) from the sale of any authorized products or services (as modified from time-to-time by Franchisor in accordance with this Agreement); or (iii) from the sale of goods or services under, using, or in connection with the Marks. "Gross Revenues" does not include value-added, sales, use, excise, or other taxes that are separately stated and that Franchisee is required by law to collect and does collect from clients and pays to any governmental taxing authority.

5.5 Method of Payment.

(a) Franchisee shall make all payments to Franchisor, including Royalties, National Branding Fees, Technology Fees, interest, late fees, and legal expenses, through an electronic depository transfer account ("EDT Account") established at a national banking institution approved by Franchisor. As of the Effective Date and before opening the franchised business, or at such time thereafter as Franchisor may require, Franchisee shall establish the EDT Account and execute and deliver to Franchisor an authorization for electronic funds transfer for direct debits from the EDT Account. At all times thereafter during the term of this agreement, Franchisee shall ensure that Franchisor has access to Franchisee's EDT Account for purposes of receiving electronic funds transfer payments, and Franchisee shall comply with procedures specified by Franchisor and perform such acts as may be necessary to accomplish payment by electronic funds transfer. Franchisee hereby authorizes Franchisor to initiate debit entries and credit correction entries to the EDT Account for payment of Royalties, National Branding Fees, interest, late fees, legal expenses, and any other amounts payable to Franchisor or any affiliate of Franchisor. Franchisee shall make funds available to its EDT Account in sufficient amounts to meet its

obligations as they become due. If any debit properly initiated by Franchisor from Franchisee's EDT Account is denied or charged back due to nonsufficient funds or the closing of the EDT Account, Franchisee shall (1) pay Franchisor a \$50 charge-back fee, (2) reimburse Franchisor for all bank and transaction charges incurred by Franchisor as the result of the charge-back, and (3) pay interest on the unpaid amount going back to the fifth day of the month in which the payment was due. Franchisee may not close the EDT Account without Franchisor's consent. Franchisor reserves the right to require Franchisee to remit payments in any manner other than through the EDT Account.

(b) If Franchisee has not timely reported Franchisee's Gross Revenues to Franchisor for any reporting period, then Franchisor shall debit Franchisee's EDT Account by an amount equal to the prescribed fee, plus 125% of the Royalty and National Branding Fee that Franchisor was entitled to debit in the prior reporting period. If the amounts debited are less than the amounts Franchisee actually owes (once Franchisor determines Franchisee's true Gross Revenues for the reporting period), Franchisor shall debit the EDT Account for the balance of the Royalty and National Branding Fee due on the date specified by Franchisor. If the amounts debited are greater than the amounts Franchisee actually owes (once Franchisor determines Franchisee's true Gross Revenues for the reporting period), Franchisor shall credit the excess against the amount Franchisor otherwise would debit from the EDT Account during the following month, without interest. Nothing in this paragraph is to be construed to waive, postpone, or suspend Franchisee's obligations to submit any reports, records, or other materials required by this agreement. Franchisee acknowledges that its failure to accurately report Gross Revenues when due constitutes a breach of this agreement, notwithstanding the provisions of this paragraph.

(c) Franchisor may, after providing thirty days' notice, alter the payment period for the Royalty, National Branding Fee, and any other required payments from monthly to weekly, biweekly, or such other period as Franchisor designates.

5.6 Taxes on Amounts Paid to Franchisor. All payments required to be made by Franchisee to Franchisor shall be the gross amount determined according to the applicable paragraph, without deduction for any sales, use, withholding, gross receipts, income, or other taxes that may be levied or assessed on the payments by any state, county, or municipality in which the franchised business is located or operates, in which Franchisee is domiciled, or which otherwise possesses the power to tax Franchisee or the franchised business. Franchisee shall remit to the appropriate taxing authorities all sales, use, withholding, gross receipts, income, or other taxes levied or assessed on amounts paid by Franchisee to Franchisor which would otherwise be due from Franchisor, shall promptly deliver to Franchisor receipts of applicable governmental authorities showing that all such taxes were properly paid in compliance with applicable law, and shall indemnify and defend Franchisor and hold Franchisor harmless from and against all liability for such taxes (including interest and penalties thereon). Franchisee shall fully and promptly cooperate with Franchisor to provide such information and records as Franchisor may request in connection with any application by Franchisor to any taxing authority with respect to any tax credits.

5.7 Technology Fee. Franchisee shall pay, to Franchisor or to a third-party designated by Franchisor, a Technology Fee by the fifth day of each month, for Internet marketing, web hosting, search engine optimization, email addresses, software license or development fees, and other technology tools provided or developed by Franchisor. The amount of the Technology Fee is \$125.00 per month. Franchisee is not obligated to pay the Technology Fee until the fifth day of the first month following the month in which Franchisee or the Designated Individual completes the initial training program required by Section 7.1, unless (1) Franchisee has operated a Growth Coach franchise under another franchise agreement with an effective date at least six months

earlier than the Effective Date of this Agreement; or (2) Franchisee acquired the Territory from another Growth Coach franchisee. Franchisor has the right to increase the amount of the Technology Fee at any time in its sole discretion. Any increase in the Technology Fee will be effective thirty days after Franchisee's receipt of written notice thereof.

5.8 Application of Payments. As to Franchisee, Franchisor has the right to: (i) apply any payments received to any past-due, current, or future indebtedness of any kind, regardless of any instructions for the application of the payment from Franchisee or anyone else; (ii) set off from any amounts that may be owed by Franchisor, any amount owed to Franchisor or any National Branding Fund; and (iii) retain any amounts received for Franchisee's account, whether rebates from suppliers or otherwise, as a payment against any amounts owed to Franchisor. Franchisor may exercise any of these rights in connection with amounts owed to or from Franchisor, any Franchisor-Related Person, and/or any National Branding Fund.

ARTICLE 6

DUTIES OF FRANCHISOR

6.1 Assistance by Franchisor. Franchisor, at its sole expense and cost, shall, following the execution of this Agreement, provide the following assistance and make the following materials available to Franchisee:

- (a) A schedule of all equipment necessary to operate a Franchise;
- (b) Initial training for up to two persons, one of which has been approved by Franchisor as the person responsible for the day-to-day operation of the franchised business, for up to a one-week period at a training facility or location approved by Franchisor;
- (c) Access to a current set of advertising and promotional templates;
- (d) Approved and readily available sources for purchasing supplies, advertising and marketing materials, computer hardware and software, and other items necessary for the operation of a Franchise;
- (e) Periodic assistance from Franchisor's representatives either onsite and/or remotely as and to the extent Franchisor deems necessary; and
- (f) Such other materials, information and assistance as Franchisor may from time to time deem necessary.

6.2 Products, Supplies and Materials. Following the execution of this agreement, Franchisor will provide Franchisee with access to the business and reporting forms for use by Franchisee in the franchised business. Upon request, Franchisor may provide Franchisee with specifications for the proper preparation of the business and reporting forms, and Franchisee may purchase them from a supplier who has complied with Franchisor's supplier approval guidelines in Section 7.5.

6.3 Manual. Franchisor shall make available to Franchisee, at no charge, one copy of Franchisor's current Manual in a digital format via Franchisor's franchisee intranet, as described in Article 9 of this Agreement.

ARTICLE 7

DUTIES OF FRANCHISEE

7.1 Training. At least one person designated by Franchisee, who has been approved by Franchisor as the person responsible for the day-to-day operation of the franchised business, but not more than two persons, must complete, to Franchisor's satisfaction, Franchisor's initial training program described in Section 6.1(b) herein. In connection with the initial training program, Franchisor shall provide and pay for the instructors, training facilities, and training materials utilized in such training. Franchisee shall be responsible for all other expense incurred by Franchisee or its trainees, including, without limitation, the cost of travel, room, board and wages. If Franchisee (or Franchisee's designee) fails to complete the training program to the satisfaction of Franchisor, or fails to begin the training program within ninety days after the execution of this Agreement, then Franchisor shall have the right to terminate this Agreement. At least one person designated by Franchisee, who has been approved by Franchisor as the person responsible for the day-to-day operation of the franchised business, also shall attend and complete, to Franchisor's satisfaction, such other training programs as Franchisor may reasonably require from time to time. Franchisor, at its option, may charge Franchisee a fee for such training. In connection with such training, Franchisee shall be responsible for all expenses incurred by Franchisee or its trainees, including, without limitation, the cost of travel, room, board and wages, and any training fee charged by Franchisor.

7.2 System Standards. Franchisee acknowledges and agrees that every detail of the System is important, not only to Franchisee but also to Franchisor and other Growth Coach franchisees, in order to develop and maintain high and uniform operating standards, to increase the demand for the products and services offered by all franchisees, to establish and maintain a reputation for uniform, efficient, high quality services, and to protect the goodwill of all Growth Coach franchises. Franchisee further acknowledges and agrees that a fundamental requirement of the System, this Agreement, and other Growth Coach franchises is adherence by all franchisees to the uniform specifications, standards, operating procedures and rules prescribed by Franchisor for the development and operation of the franchised business (hereafter referred to as "System Standards"). Accordingly, Franchisee agrees to comply with each and every System Standard, as periodically modified and supplemented by Franchisor in its sole and absolute discretion, during the term of this Agreement. Franchisee further agrees that System Standards prescribed from time to time in the Manual, or otherwise communicated to Franchisee in writing, shall constitute provisions of this Agreement as if fully set forth in this Agreement. All references to this Agreement include all System Standards as periodically modified.

7.3 Products and Services. Franchisee shall offer and sell all products and services, and only those products and services, authorized by Franchisor and specified in the Manual or as designated in writing by Franchisor ("Permitted Products and Services"). Franchisor may unilaterally add and delete products or services to or from the Permitted Products and Services at any time. Franchisor may also designate any products or services as optional.

7.4 Fixtures and Furnishings. Franchisee shall purchase and install, at Franchisee's expense, all fixtures, furnishings, signs, computer hardware and peripherals ("Computer System"), computer software ("Designated Software"), and other equipment as may be specified by the System Standards from time to time; and shall not permit the installation of any fixtures, furnishings, signs, Computer System, Designated Software, or other equipment not conforming to the System Standards.

7.5 Supplier Approval. Franchisor has the right to require Franchisee to purchase all goods and services used in the franchised business solely from suppliers designated by Franchisor, which may include Franchisor or an affiliate. Franchisor has the right to condition its approval of any supplier upon benefits to Franchisor and/or its affiliates based upon purchases by Growth Coach franchisees. Franchisor and/or its affiliates may derive income or receive benefits as a result of Franchisee's and/or other Growth Coach franchisees' purchase of items. Franchisor has the right to require Franchisee to purchase certain goods or services exclusively from one or more designated suppliers, or to purchase cooperatively with Franchisor or other Growth Coach franchisees, in order to maintain Franchisor's quality standards or to take advantage of price discounts, benefits or other sales incentives. Franchisor and/or its affiliates have the right to receive rebates, discounts, allowances, and other payments from suppliers in respect of group purchasing programs and otherwise on account of the suppliers' dealings with Franchisee and other Growth Coach franchisees, which Franchisor is entitled to retain and use without restriction for any purpose and without accounting to Franchisee. Franchisor has the unlimited right to change and add designated suppliers and to change the list of goods and services required to be purchased from designated suppliers at any time.

7.6 Business Operation. Franchisee must open the franchised business within ninety days after completing the initial training program required by Section 7.1 above. After opening, Franchisee shall maintain the franchised business in continuous operation during the term of this Agreement. Franchisee shall not use or permit the use of the Premises on which the franchised business is located for any other purpose or activity other than the operation of the franchised business, without first obtaining the written consent of Franchisor (*provided, however*, that this restriction shall not apply if Franchisee operates the franchised business from Franchisee's residence). The franchised business must at all times be under the direct supervision of the Franchisee, or such person as has been approved in writing by Franchisor and has successfully completed Franchisor's training program, who (except as otherwise approved by Franchisor) must devote his full time, energy, and best efforts to the operation of the franchised business. If Franchisee owns more than one franchised business, Franchisor may require that each franchised business have its own full-time manager or marketing employee.

7.7 Taxes. Franchisee shall pay all taxes on real and personal property, leasehold improvements and fixtures and equipment, and all sales, payroll and other taxes promptly when due and hold Franchisor harmless therefrom. All taxes shall be paid directly to the taxing authorities prior to the delinquent date. If any taxes become delinquent, Franchisor may elect to pay the delinquent tax on behalf of Franchisee, together with penalties and interest, if any, and Franchisee agrees, upon demand of Franchisor, to reimburse Franchisor for any sums so paid by Franchisor, together with interest at the rate of eighteen percent (18%) per annum, or the highest rate allowed by law, whichever is less, from the date of payment by Franchisor to the date of reimbursement by Franchisee.

7.8 Records. During the term of this Agreement, Franchisee shall maintain and preserve, for at least six years from the date of their preparation, full, complete and accurate books and records of account, prepared in accordance with generally accepted accounting principles, and client files and records, all in the form and manner prescribed by Franchisor in the Manual or otherwise in writing. In connection with its maintenance of such accounts and records, Franchisee, at its expense, shall:

- (a) Submit to Franchisor, on or before the fifth (5th) day of each month during the term of this Agreement, a Revenue Report in the form prescribed by Franchisor, accurately reflecting all Gross Revenues during the preceding calendar month, and such other data or information as Franchisor may require;

(b) Submit to Franchisor, within ninety days after the end of each calendar year during the term of this Agreement, an income statement for the preceding calendar year, reviewed by an independent public accountant, together with such other information as may be prescribed by Franchisor. Franchisee shall pay to Franchisor a late fee of \$250 for any annual income statement that is not received by Franchisor within five days after the due date;

(c) Submit to Franchisor an unaudited income statement for (i) January through March of a given calendar year on or before May 15 of that year; (ii) April through June on or before August 15; (iii) July through September on or before November 15; and (iv) October through December on or before February 15;

(d) Submit to Franchisor signed copies of Franchisee's federal income tax return for the previous tax year, as filed with the Internal Revenue Service, on or before April 30 of each year, or within fifteen days after the final due date for such return if Franchisee has received a filing extension, but in no event later than November 15;

(e) At Franchisor's request, agree to automate its system of reporting via the Internet or World Wide Web in lieu of monthly reporting;

(a) Submit to Franchisor, for review or auditing, such other forms, reports, bank statements, client files, records, information, and data as Franchisor may reasonably designate, in the form and at such times and places as Franchisor may reasonably request;

(g) Purchase and install such equipment as Franchisor may require to automate the reporting of financial information to be furnished by Franchisee pursuant to this Agreement; and

(h) Permit Franchisor or its designated agents at all reasonable times to examine, at Franchisor's expense and at such location as Franchisor may reasonably select, Franchisee's books and records of account, bank statements, canceled checks, client files, state, federal and local income and payroll tax returns, and any other information or records pertaining to the franchised business (hereafter collectively referred to as Franchisee's "Business Records"). Franchisor's inspection of Franchisee's Business Records is primarily to determine any Royalty Deficiency that Franchisee may owe for the preceding calendar year and to determine any understated income by Franchisee. If such an inspection should reveal that Gross Revenues (as defined in Section 5.4 hereof) have been understated in any report to Franchisor, then Franchisee shall immediately pay the amount of such understatement to Franchisor upon demand, plus the late fee and interest described in Section 5.3 hereof. In addition, if an inspection discloses an understatement of Gross Revenues of 3% or more for any monthly period so inspected, Franchisee shall also reimburse Franchisor for any and all costs and expenses of such inspection (including, without limitation, wages paid by Franchisor to its employees, travel expenses, and reasonable accounting and attorneys' fees). Franchisee, upon Franchisor's request, shall provide Franchisor the tax returns of Franchisee's principals if Franchisor reasonably suspects that Gross Revenues are understated. The foregoing remedies shall be in addition to any other remedies Franchisor may have. Franchisor shall also have the right, at any time, to have an independent audit made of Franchisee's Business Records.

7.9 Indemnity and Insurance.

(a) Franchisee shall indemnify, hold harmless, and defend Franchisor against and from, and reimburse Franchisor for, all fines, proceedings, claims, demands, or actions of any kind or nature and by or from anyone whomsoever, arising, directly or indirectly, out of, related to, or otherwise connected with Franchisee's operation of the franchised business or failure to comply with this Agreement (excluding, however, liabilities caused by (i) Franchisee's proper reliance on or use of procedures or materials provided by Franchisor or (ii) Franchisor's negligence).

(b) Franchisee shall, prior to the opening of the franchised business and thereafter at all times during the entire term of this Agreement, at its own expense, keep in force by advance payment of premium:

- (i) All-Risk Insurance on all furniture, fixtures, equipment, supplies and other property used in the operation of the franchised business, for their full replacement cost;
- (ii) Commercial General Liability Insurance covering claims for bodily and personal injury, death, property damage, and contractual liability with a minimum per occurrence limit of \$1,000,000 and a minimum general aggregate limit of \$1,000,000;
- (iii) Automobile Liability Insurance for owned, hired, and non-owned vehicles with a minimum combined single limit of \$1,000,000; and
- (iv) Worker's Compensation Insurance that complies with the statutory requirements of the state in which the franchised business is located and Employers' Liability Insurance with a minimum limit of \$100,000 or, if greater, the statutory minimum limit if required by state law.

Franchisee shall maintain such other insurance as may be required by statute or rule of the state or locality in which the franchised business is located and operated. In addition, Franchisee shall carry such additional insurance as may be required by any lease to which Franchisee is a party and, if Franchisee provides consulting services, Errors and Omissions Coverage with a minimum per occurrence limit of \$250,000 and a minimum general aggregate limit of \$500,000. All policies of insurance that Franchisee is required to maintain hereunder shall contain a separate endorsement naming Franchisor as an additional insured, as its interest may appear, and no policy may have a deductible of more than \$1,000. All insurance shall be placed with an insurance carrier or carriers approved in writing by Franchisor and shall not be subject to cancellation except upon thirty days written notice to Franchisor. Franchisee shall submit to Franchisor, prior to commencing business, certifications of insurance (with a copy of the original policy attached) and a workers' compensation certificate of premium payment, showing full compliance with the requirements of this paragraph, and shall keep current certifications on deposit with Franchisor at all times during the term of this Agreement. Franchisee shall not open or operate the franchised business until Franchisee has complied with all of the requirements of this paragraph. If Franchisee fails to comply with these requirements, Franchisor may (but shall not be obligated to) obtain the required insurance and keep it in force and effect, and Franchisee shall pay Franchisor, upon demand, the cost thereof, together with interest thereon at the rate of 18% per annum, or the highest rate allowed by law, whichever is less. Franchisor, upon not less than thirty days written notice to Franchisee, may reasonably increase the minimum coverage for any insurance required hereunder, decrease the maximum deductible, or require different or additional kinds of insurance coverage to reflect inflation, changes in standards of liability, higher damage awards, or other relevant changes in circumstances.

7.10 Limited Liability Business Entity.

(a) If Franchisee is a limited liability business entity (such as a corporation or limited liability company) when it signs this agreement, it must satisfy the following requirements at the time it signs this agreement:

(1) Franchisee must be a newly organized business entity that has never operated or engaged in any business.

(2) Franchisee's organizational and governing documents must (i) provide that its activities are confined exclusively to operating one or more Growth Coach Franchises, (ii) prescribe a maximum of ten Principals, and (iii) prohibit the issuance or transfer of its ownership interests other than in compliance with the terms and conditions of this agreement.

(3) Franchisee shall provide Franchisor with a list of principal owners, certified by the Designated Individual, containing the full legal name, home address, home telephone number, and ownership percentage of each principal of Franchisee.

(4) Each principal of Franchisee must execute a separate agreement, in a form prescribed by Franchisor, unconditionally guaranteeing the full payment of Franchisee's obligations under this agreement and agreeing to be jointly and severally bound by all the provisions of this agreement, including the Covenants After Termination.

(5) Each ownership certificate of Franchisee must bear a legend stating that the issuance and transfer of any ownership interest in Franchisee are subject to the terms and conditions of this agreement. If Franchisee is a limited liability company without certificates evidencing ownership, Franchisee shall provide Franchisor with acceptable evidence that its operating agreement or other organizational documents contain provisions acceptable to Franchisor prohibiting the transfer of any ownership interest in Franchisee other than in compliance with the terms and conditions of this agreement.

(6) Franchisee shall provide Franchisor with true and complete copies of its organizational and governing documents, including the resolutions of its Principals or governing body authorizing the execution of this agreement.

(7) The name of the Limited Liability Entity may not contain any of the words GROWTH COACH, GROWTH, or COACH in any order, any variation thereof, or any of the other Marks.

(b) If Franchisee is not a limited liability business entity when it signs this agreement, then within after 90 days of signing this agreement, Franchisee shall transfer all of its interest in the Franchised Business and all of its rights and obligations under this agreement to a limited liability business entity, comply with all of the requirements in subparagraph 7.12(a), and comply with the following additional requirements:

(1) The individual(s) who executed this agreement as Franchisee shall beneficially own a controlling interest in the limited liability business entity and shall not diminish his/her/their ownership Interest therein, except as may be required by law.

(2) One of the individuals who executed this agreement as Franchisee shall act as the principal executive (or manager) and operating officer of the limited liability business entity.

(3) Franchisee shall reimburse Franchisor for actual legal costs incurred by Franchisor in approving and effecting the transfer to the limited liability business entity.

(c) At all times while this agreement is in effect:

(1) The limited liability business entity shall not operate any other business or engage in any other business activities except the operation of one or more Growth Coach Franchises.

(2) Franchisee shall not cause or permit any of provision of its organizational or governing documents to be modified or restated without Franchisor's prior written approval.

(3) Within ten days after Franchisor's request or after any change in any information on the Principal List, Franchisee shall provide Franchisor with an updated list of principals.

(4) Upon request, Franchisee shall provide Franchisor with true and complete copies, certified by the Designated Individual, of Franchisee's organizational and governing documents.

(5) Each new Principal of Franchisee must execute an agreement, in a form prescribed by Franchisor, unconditionally guaranteeing the full payment of Franchisee's obligations under this agreement and agreeing to be jointly and severally bound by all the provisions of this agreement, including the Covenants After Termination.

(6) Franchisee acknowledges that any limited liability business entity through which Franchisee derives Gross Revenues or provides Authorized Products and Services is closely related to and bound by this Agreement, including its jurisdiction and arbitration clauses.

7.11 Compliance with Law. Franchisee agrees to comply with all laws, regulations and requirements of federal, state, municipal, and other governmental entities and agencies (including, without limitation, Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Fair Labor Standards Act, the Family Medical Leave Act, state or local fictitious or assumed name registration requirements, wage and hour, overtime, and any other federal, state or local employment laws), and to obtain and maintain any and all licenses and permits required by any governmental agencies or otherwise necessary to conduct the franchised business in any jurisdiction in which it operates. Franchisee shall submit documented proof of its compliance with any local, state or federal law or licensing regulation within five (5) days of Franchisor's request, unless Franchisor authorizes in writing a longer period of time for Franchisee's compliance. Franchisee agrees and acknowledges that Franchisee alone shall be responsible for compliance with the obligations under this paragraph, and that Franchisor shall have no obligation with respect to Franchisee's compliance under this paragraph.

7.12 Client Dispute Resolution. Franchisee acknowledges that client satisfaction is essential to Franchisee's success as well as the reputation and success of the System and other Growth Coach franchisees. Accordingly, Franchisee agrees to: (i) use its best efforts to ensure the satisfaction of each of Franchisee's clients; (ii) use good faith in all dealings with clients, potential clients, referral sources, suppliers and creditors; (iii) respond to client complaints in a courteous, prompt, and professional manner; (iv) use its best efforts to promptly and fairly resolve client disputes in a mutually-agreeable manner; and (v) within seven (7) days of receiving a request from Franchisor, provide Franchisor a written summary of the dispute. If Franchisee fails to resolve a dispute with a client, for any reason whatsoever, Franchisor, in its sole discretion, may (but shall not be obligated

to) investigate the matter and take such action as Franchisor may deem necessary or appropriate to resolve the dispute fairly and promptly, including, without limitation, the issuance of a refund on Franchisee's behalf. Within ten days after receiving notice thereof, Franchisee shall reimburse Franchisor for any moneys refunded to a client on Franchisee's behalf. Nothing contained in this Section or any other provision of this Agreement shall be construed to impose liability upon Franchisor to any third party for any action by or obligation of Franchisee.

7.13 Communication and Information System. To ensure the efficient management and operation of the franchised business and the transmission of data to and from Franchisor, Franchisee, at its own expense, shall install, prior to opening the franchise business, and shall maintain and utilize during the term of this Agreement, such Communication and Information System as may be specified by the System Standards from time to time.

(a) As used in this Agreement, the term "Communication and Information System" means: hardware (including, without limitation, one or more computers and other computer components); software to be used in the management and operation of the franchised business, as well as reporting and sharing information with Franchisor; and communication systems (including, without limitation, digital and analog modems, satellite, cable, and other systems).

(b) Franchisee shall lease or purchase its Communication and Information System only from a supplier that Franchisor has approved in writing pursuant to the provisions of Section 7.5 above. Franchisee shall not install, or permit to be installed, any devices, software or other programs not approved by Franchisor for use with the Communication and Information System.

(c) Franchisor may from time to time develop or authorize others to develop proprietary software programs for use in the System, which Franchisee may be required to purchase and/or license, and use, in connection with the franchised business. Franchisee shall execute any license, sublicense, or maintenance agreement required by Franchisor or any other approved licensor or approved vendor of such proprietary software programs.

(d) If required by Franchisor, Franchisee shall obtain and maintain a contract with a vendor that Franchisor has approved in writing for software maintenance, support, and upgrade services for Franchisee's Communication and Information System and to provide Franchisee with such assistance as Franchisee and Franchisee's employees may require. Franchisee acknowledges that Franchisor may be one of, or the only, approved vendor for such services, and if Franchisee obtains these services from Franchisor, then Franchisee agrees that it shall pay to Franchisor the maintenance fee and help desk fee specified by Franchisor for such services. Notwithstanding these rights of Franchisor, Franchisor shall not at any time be obligated to provide any such services or support for the hardware or software used in the Communication and Information System.

(e) Franchisee shall upgrade and update its Communication and Information System in the manner, and when, specified by Franchisor in writing, in accordance with Section 9.3 below.

(f) Franchisee shall have the sole and complete responsibility for the manner in which Franchisee's Communication and Information System interfaces with other systems, including those of Franchisor and other third parties, as well as any and all consequences that may arise if Franchisee's Communication and Information System is not properly operated, maintained, and upgraded.

(g) Franchisee shall: (a) promptly enter, into its Communication and Information System, and maintain all information required to be entered and maintained by Franchisor; (b) provide to Franchisor such reports as Franchisor may reasonably request from the data so collected and maintained; and (c) permit Franchisor to access Franchisee's Communication and Information System at all times via modem or other means specified by Franchisor from time to time. Franchisee shall cooperate with Franchisor, and shall execute all documents required by Franchisor to permit access to Franchisee's Communication and Information System and data contained therein. The reporting requirements set forth in this Section shall be in addition to and not in lieu of the reporting requirements of Section 7.8 above.

(h) Any and all data collected or provided by Franchisee, downloaded from Franchisee's Communication and Information System, and otherwise collected from Franchisee's system by Franchisor and/or provided to Franchisor is and shall be owned exclusively by Franchisor, and Franchisor shall have the right to use such data in any manner that Franchisor deems appropriate without compensation to Franchisee, including, but not limited to, the disclosure or distribution of such information to other franchisees of Franchisor, or the disclosure of such information to prospective franchisees of Franchisor, by inclusion in Franchisor's franchise disclosure document or otherwise. Franchisee is hereby licensed (without any additional fee) to use such data solely for the purpose of operating the franchised business, and such license shall automatically and irrevocably expire when this Agreement terminates or expires, without additional notice. Franchisor shall reasonably protect confidential data and personally identifiable information of employees and clients of Franchisee. If Franchisor discloses financial data of Franchisee, Franchisor may not identify Franchisee or disclose any personally identifiable information of Franchisee in connection therewith without Franchisee's notification.

(i) Franchisee shall maintain at least one dedicated telephone line for use exclusively by the franchised business. Each telephone line shall have service features as required by Franchisor in the Manual or otherwise communicated to Franchisee from time to time. Franchisor may require Franchisee to provide a full-time employee or answering service to answer Franchisee's telephone during regular business hours. All lines shall be operational and functional prior to opening the franchised business and thereafter at all times during the term of this Agreement. The main telephone number for the franchised business must be listed in a white-pages telephone directory under the business name specified by Franchisor and a location within Franchisee's Territory. Franchisor has the right, but is not obligated, to provide a telephone number for Franchisee's use and Franchisee shall reimburse Franchisor for the cost thereof or shall pay the service provider directly, at Franchisor's option. If Franchisor provides a telephone number for Franchisee's use, Franchisee shall use only the number provided by Franchisor for the franchised business, including Franchisee's stationery, advertisements, marketing materials, directory listings (including online directories), and electronic distribution channels.

(j) Prior to opening the franchised business and thereafter at all times during the term of this Agreement, Franchisee shall obtain and maintain a standard e-mail account that is capable of receiving and sending attached files of a size specified by Franchisor in the Manual or otherwise communicated to Franchisee from time-to-time, along with a high Internet connection via a commercial Internet service provider.

that is capable of receiving and sending attached files of a size specified by Franchisor in the Manual or otherwise communicated to Franchisee from time-to-time. If Franchisor provides Franchisee with an email address, Franchisee shall use the Franchisor-provided

email address for all electronic communications with Franchisor and for the Franchised Business, including all email communications with clients of Franchisee. All communications to or from a Franchisor-provided email address are the property of Franchisor, and neither Franchisee nor any officer, employee, or agent of Franchisee has a right or expectation of privacy with respect to any such communications. Subject only to the provisions of section 7.22 and data protection laws, Franchisor has the otherwise unrestricted right to access, monitor, read, and use, in any manner that Franchisor deems appropriate, any communications to or from a Franchisor-provided email address. Franchisee hereby consents for Franchisor to communicate with Franchisee via any Franchisor-provided email address and any personal email address of Franchisee, or any Principal of Franchisee, provided to Franchisor. Franchisee acknowledges that any Franchisor-provided email address is provided via subscription from an Internet service provider, which may process Franchisee's data for the purpose of disclosing it to law enforcement or other governmental authorities as required by law, and Franchisee hereby irrevocably consents thereto.

(k) Franchisor shall have the right, but not the obligation, to establish a Web site (as defined in Section 11.8 below) or other electronic system providing private and secure communications (e.g., an intranet) between Franchisor, Franchisee, other franchisees, and other persons and entities as determined by Franchisor, in its sole discretion. If required by Franchisor, Franchisee shall establish and maintain access to the intranet in the manner specified by Franchisor, and shall from time to time execute such agreements and/or acknowledge and agree to comply with such policies concerning the use of the intranet as Franchisor may prepare.

(l) Any and all data collected or provided by Franchisee, downloaded from Franchisee's Communication and Information System, or otherwise collected from Franchisee by Franchisor or provided to Franchisor, is and will be owned exclusively by Franchisor, who has the right to use the data in any manner without compensation to Franchisee. Franchisee is hereby licensed, without additional compensation, to use such data solely for the purpose of operating the franchised business. This license will automatically and irrevocably expire, without additional notice or action by Franchisor, when this agreement terminates or expires.

(m) Franchisee shall abide by all applicable laws pertaining to privacy of information collected or maintained regarding clients or other individuals ("Privacy"), and comply with Franchisor's standards and policies pertaining to Privacy. If there is a conflict between applicable law and Franchisor's Privacy standards and policies, Franchisee shall: (i) comply with the requirements of applicable law; (ii) immediately provide Franchisor with written notice of the conflict; and (iii) promptly and fully cooperate with Franchisor and Franchisor's counsel as Franchisor determines the most effective way, if any, to reconcile Franchisor's Privacy standards and policies with applicable law. Franchisee is solely responsible for identifying, interpreting and complying with all laws pertaining to Privacy. Franchisee shall neither publish nor implement a Privacy policy without Franchisor's prior written approval of the policy.

7.14 Compliance with USA Patriot Act. Franchisee certifies that neither Franchisee nor any of its affiliates, principals, or employees is listed in the Annex to Executive Order 13224 ("the Annex," which may be available on-line at <https://www.state.gov/j/ct/rls/other/des/143210.htm>). Franchisee shall not hire or have any dealings with a person listed in the Annex. Franchisee certifies that it has no knowledge or information that, if generally known, would result in Franchisee or any of its affiliates, principals, or employees being listed in the Annex. Franchisee shall comply with and/or

assist Franchisor to the fullest extent possible in Franchisor's efforts to comply with the anti-terrorism laws. In connection with such compliance, Franchisee certifies, represents, and warrants that none of its property or interests is subject to being "blocked" under any of the Anti-Terrorism Laws and that Franchisee and its affiliates and principals are not otherwise in violation of any of the Anti-Terrorism Laws. Franchisee is solely responsible for ascertaining what actions must be taken by Franchisee to comply with all Anti-Terrorism Laws, and Franchisee specifically acknowledges and agrees that its indemnification responsibilities include Franchisee's obligations under this paragraph. Any misrepresentation by Franchisee under this paragraph or any violation of the Anti-Terrorism Laws by Franchisee, its affiliates, principals, or employees, will constitute grounds for immediate termination of this agreement.

7.15 System Evaluations. Franchisee shall participate in and fully comply with all client satisfaction programs Franchisor may establish from time-to-time, including the requirements to advertise and make known and available to clients all such programs and to honor the terms of all such programs. Franchisee is subject to and may be required to participate in any evaluation of standards or quality that Franchisor may conduct or sanction for all Growth Coach franchises. Franchisee shall provide Franchisor and Franchisor's designees with access to Franchisee's books, records, files, employees, and independent contractors for this purpose.

7.16 Disclosure of Franchisee Information. Franchisee acknowledges that Franchisor may from time-to-time be required or find it necessary to disclose to third parties certain information about Franchisee and Franchisee's Principals, including contact information such as names, addresses and telephone numbers, and other information collected by Franchisor under this agreement. Franchisee hereby consents to Franchisor's collection, use, and disclosure of any information pertaining to the Franchised Business (including contact information of Franchisee and Franchisee's Principals) for Franchisor's reasonable business purposes and for any purpose described in Franchisor's privacy policy (as may be amended from time-to-time), subject to the limitations of this paragraph. Without limiting the generality of the foregoing sentence, Franchisee hereby consents to (i) the collection, use and disclosure of any information about Franchisee and Franchisee's Principals (including contact information) to develop, modify and enhance the System, to conduct credit checks or other personal history investigations, to develop general franchisee profiles, to comply with applicable Franchise Laws, and to otherwise comply with any applicable law; (ii) the transfer of any information (including contact information) to any third party in order for Franchisor to fulfill its obligations under this agreement or attempt to obtain any benefit for Franchisor, Franchisee or the System as a whole; and (iii) the release to Franchisee's landlord, lenders or prospective landlords or lenders, of any financial or operational information relating to Franchisee and/or the Franchised Business (without obligating Franchisor to do so). "Contact Information" is any information about a person that can be used to uniquely identify, contact, or locate the person.

7.17 Operational Inspections by Franchisor. To provide assistance and guidance with respect to the operation and management of the Franchised Business, ensure quality standards and consistency within the System, and ensure that Franchisee is complying with this agreement and the System Standards, Franchisor or Franchisor's agents have the right, but not the obligation, at any time during business hours and without prior notice to Franchisee, to conduct field visits to: (1) inspect the Franchise Premises, equipment, furniture, fixtures, displays, signs, operating materials, inventory, and supplies; (2) observe the operations of the Franchised Business at the Premises and on-site with clients, for such consecutive or intermittent periods as Franchisor deems necessary; (3) photograph or video record the Premises and Franchisee's clients and personnel; (4) interview Franchisee's personnel; (5) interview Franchisee's clients; (6) conduct written or telephonic surveys of Franchisee's clients or referral sources; (7) conduct an inspection described in section 7.8(g); and (8) inspect and copy any books, records and documents relating to the operation of the

Franchised Business, including employment contracts, nondisclosure and noncompetition agreements, leases, and material and information generated by or contained in the Communication and Information System. Franchisee consents to the recording by Franchisor of any telephone conversations between Franchisor and Franchisee or its representatives. Franchisee shall cooperate fully with Franchisor in connection with each field visit and any inspection, observation, survey and interview in connection therewith. Franchisee shall present its clients with any evaluation forms Franchisor may periodically prescribe and ask them to participate in any surveys conducted by Franchisor on Franchisee's behalf. If Franchisee for any reason cancels a visit that was scheduled by agreement with Franchisee, then Franchisee shall reimburse Franchisor for all costs and expenses incurred by Franchisor in connection with the field visit or its cancellation.

7.18 Covenants of Employees and Agents. Franchisee shall require each of its management employees (except those individuals required to execute a Restrictive Covenant Agreement pursuant to section 15.9), at the time of the commencement of their association with Franchisee, to execute an "Employment Agreement" containing provisions:

- (a) requiring that all Confidential Information (as defined in section 10.1) that may be acquired by or imparted to the person in connection with their association with Franchisee (including the Manual, any proprietary software provided by Franchisor, and all information contained therein) be held in strict confidence and used solely for the benefit of Franchisee or Franchisor during their association with Franchisee and at all times thereafter;
- (b) prohibiting the person, during their association with Franchisee, from diverting or attempting to divert any business or customer of the Franchised Business or of any other Growth Coach franchisee to any competitor of the franchised business, by direct or indirect inducement or otherwise;
- (c) prohibiting the person, during their association with Franchisee, from doing or performing, directly or indirectly, any act injurious or prejudicial to the goodwill associated with the Marks and the System; and
- ~~(d) prohibiting the person, during their association with Franchisee, from employing or seeking to employ any person who is at that time employed by Franchisor or Franchisee, or otherwise directly or indirectly inducing or attempting to induce such person to leave his or her employment; and~~
- (e)(d) prohibiting the person, during their association with Franchisee and for a continuous period of one year (or the maximum period permitted or enforced by the laws of the state in which the Franchised Business is located, if such period is less than one year, but in no event less than six months) after the termination of their association with Franchisee, from operating, owning, maintaining, promoting, engaging in, or performing services for (as an employee or otherwise) any competitor of the franchised business.

Franchisee shall provide Franchisor with executed copies of all Employment Agreements required by this section. Franchisee may not grant any person enumerated above access to any confidential aspect of the System or the Franchised Business before their execution of an Employment Agreement. All Employment Agreements required by this section must be in a form satisfactory to Franchisor and must specifically identify Franchisor as a third-party beneficiary with the independent right to enforce the agreement. Franchisee's failure to obtain the execution of all Employment Agreements required by this section and provide copies thereof to Franchisor is a material breach of this agreement.

7.19 Attendance at Franchisee Meetings and Conferences. Franchisor may hold national and/or regional meetings and conferences with Franchisor's personnel and Growth Coach franchisees at

locations designated by Franchisor, to provide additional training, exchange sales, operating and marketing ideas and methods, introduce new software, marketing programs, or promotional items, and for any other purpose determined by Franchisor. Franchisor has the right to require Franchisee or the Designated Individual (if Franchisee is not an individual) to attend these national and/or regional meetings. Franchisor has the right to charge Franchisee a reasonable fee for such meetings whether Franchisee attends or not. Nothing in this agreement is to be construed to require Franchisor to hold, provide, sponsor, host, or organize any such meetings.

7.20 Promotion of Franchised Business. Franchisee shall use its best efforts to diligently promote the Franchised Business and maximize its Gross Revenues, and shall expend all reasonable efforts to develop and maintain substantial interest in the Franchised Business. All such efforts must be in compliance with all applicable laws. Franchisee shall at all times faithfully, honestly, and diligently perform its obligations under this agreement and shall not engage in any business or other activities that will conflict with its obligations under this agreement. Franchisee shall participate in all national or regional marketing campaigns required by Franchisor. If Franchisee declines to provide any Permitted Products or Services to any business in the Territory, then Franchisor, in its sole discretion, may permit another franchisee to provide the Permitted Products or Services to the business.

7.21 Employees.

(a) Generally. Franchisee shall hire, train, and supervise the appropriate personnel necessary to conduct the Franchised Business. All such personnel are under Franchisee's responsibility and direction and are employees of Franchisee and not of Franchisor. Franchisee may enter into a leased or shared employee relationship with a third party to provide employees for the Franchised Business, so long as Franchisee retains ultimate control over the hiring, compensation, supervision, training, and other terms of their employment. Franchisee shall maintain employee information in its Communication and Information System, maintain all employee records required by all applicable laws, and make such information and records available for inspection by Franchisor upon request.

(b) Control. All employees engaged by Franchisee or other individuals who provide services to the Franchised Business or to its clients will be regarded as employees of Franchisee only and there will be no relationship between Franchisor and Franchisee's employees. Franchisee shall advise each of its employees in writing, before the commencement of their employment, that they will be employed by Franchisee only and not Franchisor. The parties acknowledge and agree that Franchisor has no authority to and shall not exercise any control over the essential terms and conditions of employment of any personnel working for or hired by Franchisee. With respect to such personnel, and without limiting the generality of the preceding sentences, only Franchisee has the power, and hereby accepts the responsibility, to hire, pay, promote, discipline, fire, train, establish employment policies, provide an employee handbook, supervise and control their schedule and work conditions, determine pay rates and methods of payment, and maintain employment records. With respect to Franchisee's employees, Franchisor:

- i. shall not participate in hiring, firing, promotion, demotion, disciplinary, or scheduling decisions of Franchisee;
- ii. shall not supervise the work to be performed;
- iii. is not responsible for the determination or payment of wages;
- iv. shall not provide employment benefits (including workers' compensation, group health insurance, or retirement plans);
- v. shall not provide training;

- vi. shall not supply tools or equipment; and
- vii. shall not determine the applicability of minimum wage or overtime laws or exemptions;

and has no authority to do any of the foregoing.

(c) Employee Payments. Franchisee shall pay all salaries for its personnel. Franchisee is responsible for all costs and overhead associated with the conduct of the Franchise except as otherwise specifically provided in this agreement. Franchisee is responsible for the payment of all wages, commissions, bonuses, fringe benefits, insurance premiums, payroll taxes and other items required by applicable law, if any, to all personnel working for or hired by Franchisee, whether classified as employees or independent contractors. Without prejudice to the foregoing, Franchisee shall make all statutory deductions and contributions and is solely responsible for complying—and shall comply—with all applicable laws relating to the employment of its employees, including all wage and hour laws, the classification of workers as employees or independent contractors, and the classification of employees as exempt or non-exempt under applicable minimum wage and overtime laws. Employment of Franchisee's employees will be at Franchisee's own risk and expense and its employees will not have any claims against Franchisor for wages, commissions, bonuses, fringe benefits, insurance premiums, social welfare contributions, or any other form of compensation (including severance compensation).

(d) Training. Franchisee shall establish a training program for all of Franchisee's employees. The training program must meet all applicable laws, professional license requirements, and Franchisor's standards and training guidelines as set out in the Operations Manual and other written materials provided by Franchisor upon request. Upon request, Franchisor shall advise and assist Franchisee in connection with the development of Franchisee's employee training program, but Franchisee retains all responsibility for and control over all training for its employees.

7.22 Data Protection.

(a) In this section 7.22, "process" and/or "processing" in relation to any data means collecting, obtaining, recording or holding the data or carrying out any operation or set of operations on the data including:

- 1) organization, adaptation or alteration;
- (2) retrieval, consultation or use;
- (3) disclosure by transmission, dissemination or otherwise making available; or
- (4) alignment, combination, blocking, erasure or destruction.

(b) Franchisee shall process any that may be collected or acquired by Franchisee, whether from clients, employees or other sources ("Franchise Data") strictly in accordance with data protection laws that may apply from time to time during the course of this agreement and, in particular:

(1) only insofar as is necessary for the purpose of performing its obligations under this agreement;

(2) in accordance with Franchisor's instructions except where to do so would infringe data protection laws or any other statutory provision that prevents Franchisee from complying with such instructions;

(3) before processing any data, inform the person to whom the data relates of (i) the purpose(s) for which any processing is to be carried out, (ii) the availability of the option to remove their personal information, and (iii) the address, telephone number and identification of Franchisee in compliance with applicable laws;

(4) obtain the approval and authorization of the person to whom the data relates for handling of their personal data;

(5) not disclose the Franchise Data to or allow access to it other than by its or Franchisor's employees and/or any third parties engaged by Franchisee to perform the obligations imposed on Franchisee by this agreement and ensure that any such employees and/or third parties execute appropriate written contractual covenants concerning the protection of the Franchise Data from unauthorized access, use or disclosure;

(6) without prejudice to any other obligations imposed upon Franchisee by this agreement, use all reasonable efforts to assist Franchisor to comply with such obligations as are imposed on the Franchisor by Data Protection Laws.

(c) Franchisor shall provide such co-operation as is reasonably required to enable Franchisee to ensure compliance with its obligations under data protection laws, including entering into such additional agreements as may be required to ensure that there are adequate safeguards for the Franchise Data and that the transfer of Franchise Data to Franchisor complies with data protection laws.

(d) Insofar as Franchisee acts as a data processor and processes any Franchise Data on its own and/or Franchisor's behalf, Franchisee shall comply with the obligations placed on a data controller by data protection laws.

(e) Without prejudice to any of Franchisee's other obligations under this agreement, Franchisor has the right to notify Franchisee from time to time of any consent (the "Consents") that Franchisor requires Franchisee to obtain from its clients or prospective clients (or other data subject) in relation to any processing of Franchise Data to be undertaken either by Franchisee or Franchisor and the manner in which the Consents are to be detailed.

(f) In order to comply with data protection laws, Franchisor may notify Franchisee from time to time of a nominated third party within who will be authorized to receive and process the Franchise Data on Franchisor's behalf. The possibility of having Franchise Data processed by a third party must also be disclosed to the person to whom the data relates.

(g) Except where the express consent of a data subject has been obtained to the processing of personal data, Franchisee shall process only such personal data as may lawfully be processed under data protection laws in the absence of such consent.

(h) Franchisee shall indemnify Franchisor against all Claims made or brought by any person (i) arising out of or alleging any failure to comply with any provision of data protection laws in relation to any Franchise Data processed by Franchisee or Franchisee's employees or agents, whether on Franchisee's behalf or as Franchisor's agent, or (ii) arising out of Franchisor's failure or alleged failure to comply with any provision of data protection laws in relation to any Franchise Data processed by Franchisor or Franchisor's employees or agents, if such failure arises as a result of Franchisee's failure to obtain Consents or otherwise comply with Franchisee's obligations under this agreement and/or data protection laws.

(i) Franchisee consents to Franchisor's use of data relating to Franchisee and/or its business, and Franchisee shall do all such things as Franchisor may require and will use (and demonstrate to Franchisor that it has used) its best efforts to obtain, and enable Franchisor to process, data relating to Franchisee's clients including (but not limited to) Franchise Data, and Franchisee agrees that Franchisor may use and process all such data as is referred to in this section 7.22 for its own business purposes, including but not limited to marketing, monitoring the growth and performance of the Franchised Business and compliance with Franchisee's obligations, comparing such data to that of other Franchisees, advising Franchisee and other Franchisees on improving their performance and business operations, and to make all such data available to third parties selected by Franchisor, including but not limited to its affiliates.

(i) Franchisee shall comply with Franchisor's standards and policies pertaining to data processing and the privacy of information about clients or other individuals. If there is a conflict between data protection laws and Franchisor's privacy standards and policies, Franchisee shall: (i) comply with the requirements of Data Protection Laws; (ii) immediately provide Franchisor with written notice of the conflict; and (iii) promptly and fully cooperate with Franchisor's counsel as Franchisor determines the most effective way, if any, to reconcile Franchisor's privacy standards and policies with data protection laws. Except for Franchisor's obligations under this section 7.22, Franchisee is solely responsible for identifying, interpreting and complying with data protection laws. Franchisee shall neither publish nor implement a privacy policy without Franchisor's prior written approval of the policy.

~~(d)~~

ARTICLE 8

PROPRIETARY MARKS

8.1 Use by Franchisee. Franchisee's rights to use the Marks as granted in Section 1 herein is limited to their use in connection with the operation of the franchised business within the Territory described in Section 1.2 hereof, and otherwise as described herein and as set forth in the Manual or as may be prescribed in writing by Franchisor from time to time. Franchisee shall operate the franchised business under the assumed name (i.e. dba) THE GROWTH COACH along with any geographic appellation that Franchisor may designate. Franchisee shall not use any other assumed name, trade name, geographic appellation, or assumed name in connection with the franchised business without Franchisor's prior written consent.

8.2 Exclusive Property of Franchisor. Franchisee acknowledges Franchisor's right, title and interest in and to the Marks, along with the identification, schemes, standards, specifications, operating procedures, and other concepts embodied in the System. Franchisee is a "related company" within the meaning of 15 U.S.C. § 1127 and Franchisee's use of the Marks pursuant to this Agreement inures to the benefit of Franchisor. Except as expressly provided by this Agreement, Franchisee shall acquire no right, title or interest therein, and any and all goodwill associated with the system and the Marks shall inure exclusively to Franchisor's benefit. Upon the expiration or termination of this Agreement, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the system or the Marks.

8.3 Infringement by Franchisee. Franchisee acknowledges that the use of the Marks outside of the scope of this Agreement without Franchisor's prior written consent is an infringement of Franchisor's rights, title and interest in and to the Marks. Franchisee expressly covenants that during the term of this Agreement and after the expiration or termination hereof, Franchisee shall

not, directly or indirectly, commit an act of infringement or contest, or aid in contesting, the validity or ownership of the Marks or take any other action in derogation thereof.

8.4 Infringement by Others. Franchisee shall promptly notify Franchisor of any use of the Marks or any colorable variation thereof by any person or legal entity other than Franchisor or any of its representatives and agents or other franchisees, or any other mark in which Franchisor has or claims a proprietary interest. Franchisee further agrees to notify Franchisor promptly of any litigation instituted by any person or legal entity against Franchisor or Franchisee involving the Marks. In the event Franchisor, in its sole discretion, undertakes the defense, prosecution, or settlement of any litigation relating to the Marks, Franchisee agrees to execute any and all documents, and to render such assistance as may, in the opinion of Franchisor, be reasonably necessary to carry out such defense, prosecution or settlement. Franchisee acknowledges that the nature of trademark law makes it impossible for Franchisor to guarantee or warrant the exclusivity of Franchisor's right to use any of the Marks, and that nothing in this Agreement or in any other document or promotional material provided by Franchisor to Franchisee or to any other party may be construed to guarantee, warrant, or imply that Franchisor's right to use any of the Marks is exclusive or superior to the rights of any other party. In the event that any party demonstrates, to Franchisor's sole satisfaction, a superior right to use any of the Marks, Franchisee shall, upon demand by Franchisor, discontinue its use of such Marks and adopt, at Franchisee's sole cost and expense, any replacement marks, if any, selected by Franchisor, and Franchisor shall have no liability to Franchisee therefor.

8.5 Improper Use. Franchisee shall not use any of the Marks, or any derivative or colorable variation thereof: (i) as part of Franchisee's corporate or other legal name; (ii) on or as part of any Web site, domain name, URL, Web page, ~~electronic-mail~~ email address, listing, banner, advertisement or any other service or link on, to or with the Internet, World Wide Web, Internet service providers, ~~electronic-mail~~ email services, communication providers, search engines, or other similar services without prior written approval; (iii) with any modifying or additional words, terms, designs, or symbols (including, without limitation, the word "Inc.") other than those specifically authorized by Franchisor; or (iv) in any modified form. Franchisee shall not register any of the Marks, or any derivative or colorable variation thereof, as a service mark, trademark, or Internet domain name, or hold out or otherwise employ the Marks to perform any activity or to incur any obligation or indebtedness in such a manner as could reasonably result in making Franchisor liable therefor or that may harm, tarnish, or impair Franchisor's reputation, name, services or Marks. If Franchisor provides Franchisee with any contracts, agreements, forms, or other documents that contain any of the Marks, Franchisee shall not alter or modify such contracts, agreements, forms, or documents without Franchisor's prior written consent.

8.6 Non-exclusive Use. Franchisee expressly acknowledges and agrees that this license to use the Marks is non-exclusive, and Franchisor has and retains the rights, among others:

- (a) To grant other licenses for the use of the Marks, in addition to those already granted to existing franchisees and to Franchisee;
- (b) To develop and establish other systems and programs utilizing the same or similar Marks, or any other proprietary marks, and to grant franchises therein without granting Franchisee any rights therein; and
- (c) To identify clients or potential clients as National Accounts, to service National Accounts, and to award the right to service National Accounts to any franchisee of the System, in Franchisor's sole and absolute discretion.

provided, however, that Franchisor shall not, within Franchisee's Territory, except as otherwise permitted in Article 1 of this Agreement, (i) grant other licenses to use the Marks or (ii) establish, or franchise another to establish, a business substantially similar to the franchised business.

8.7 Use by Others. Franchisee shall not permit any third party to imprint the Marks on any products, materials, documents and supplies utilized by Franchisee in connection with the operation of the franchised business without first obtaining the prior written consent of Franchisor and requiring such party to execute a license agreement as specifically described in Section 6.2 herein.

8.8 Improvements Developed by Franchisee. If Franchisee or any of its Principals, affiliates, directors, officers, or employees conceives, develops, or acquires any improvements or additions to the System or the services or products offered by or the method of operation of a Growth Coach Franchise, or any advertising or promotion ideas related to a Growth Coach Franchise or the franchised business (collectively, "Improvements"), Franchisee shall, in each instance, promptly and fully disclose the Improvement to Franchisor without disclosure of the Improvement to others, and obtain Franchisor's written approval before using the Improvement. Any Improvement may be used by Franchisor and Growth Coach franchisees without any obligation to Franchisee or its Principals, affiliates, directors, officers, or employees for royalties, licensing fees, or other compensation. Franchisee shall assign to Franchisor or Franchisor's designee(s), without charge, all rights, including the right to grant sublicenses, to all Improvements. If for any reason Franchisee and not Franchisor is deemed to own any right to an Improvement, then this agreement will operate as an agreement to irrevocably transfer and assign all rights in and to the Improvement. Franchisee shall take no steps to appropriate any Improvement for itself. Franchisee shall, at Franchisor's request, execute all assignments, certificates or other instruments (and, if necessary, require its Principals, affiliates, directors, officers, employees and independent contractors to execute such documents as well) as Franchisor may from time-to-time deem necessary or desirable to evidence, establish, maintain, perfect, protect, enforce or defend Franchisor's rights, title or interest in or to any Improvement or to otherwise carry out the provisions of this paragraph. In return, Franchisor shall authorize Franchisee to use any Improvement developed by Franchisor or another Growth Coach franchisee that Franchisor makes part of the System. As used in this paragraph, the term "Improvements" includes intellectual property and all advertising, marketing, promotional, public relations or sales concepts, plans, programs, techniques, activities, materials, or Web sites proposed or developed by Franchisee for the franchised business, whether or not they bear the Marks.

ARTICLE 9

CONFIDENTIAL MANUAL

9.1 Business Operations. In order to protect the reputation and goodwill of Franchisor and to maintain uniform standards of operation under the Marks, Franchisee shall conduct its operations hereunder in accordance with Franchisor's Manual (as the same may be amended or modified from time to time), which Franchisee acknowledges having received on loan from Franchisor.

9.2 Confidentiality. The Manual shall at all times remain the sole property of Franchisor. Franchisor treats as confidential and proprietary the Manual and all information contained therein. Franchisee shall treat the Manual and all the information contained therein as confidential, and shall use all reasonable efforts to maintain such information as secret and confidential. Franchisee shall also ensure that its employees treat as confidential and proprietary the Manual and all information contained therein. Franchisee shall not at any time, without Franchisor's prior written consent, copy, duplicate, record, or otherwise make the same available to any unauthorized person.

9.3 Modification. Franchisor shall have the right to add to or otherwise modify the Manual from time to time to reflect changes in any of the System Standards, provided that no such addition or modification shall alter the Franchisee's fundamental status and rights under this Agreement. Without limiting the generality of the foregoing, Franchisor has the right, during the term of this Agreement, require Franchisee to modify, enhance and/or replace all or any part of Franchisee's Communication and Information System at Franchisee's expense, and Franchisee agrees to acquire (or acquire the right to use for the remainder of the term of this Agreement), within 30 days after receipt of written notice from Franchisor, the modified, enhanced or replacement version of the Communication and Information System specified by Franchisor. Franchisee further agrees to take all other actions as may be necessary to enable the modified, enhanced or replacement Communication and Information System to operate as specified by Franchisor. Any such modifications, enhancements and replacements may require Franchisee to incur costs to purchase, lease, and/or license new or modified computer hardware and/or software or other equipment and to obtain different and/or additional service and support services during the term of this Agreement. Franchisee acknowledges that Franchisor cannot estimate the costs of future maintenance, enhancements, modifications, and replacements to the Communication and Information System, or other aspects of the franchised business, and that such maintenance, enhancements, modifications, and replacements required by Franchisor may involve additional investment by Franchisee during the term of this Agreement. Franchisee shall at all times insure that its copy of the Manual is kept secure, current, and up to date, and in the event of any dispute as to the contents of the Manual, the terms of the master copy of the Manual maintained by Franchisor at the Franchisor's home office shall be controlling. Upon Franchisor's request, Franchisee will cooperate in the efficient return of all Manuals that have been identified by the Franchisor as obsolete.

ARTICLE 10

CONFIDENTIAL OR PROPRIETARY INFORMATION

10.1 Use of Confidential Information. Franchisee shall not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, persons, partnership, association or corporation, any confidential information, knowledge, or know-how concerning the franchised business, the System, or methods of operation that may be communicated to Franchisee, or of which Franchisee may be apprised, by virtue of Franchisee's business operations under the terms of this Agreement ("confidential information"). "Confidential information" includes the identities and personal and contact information of clients of the franchised business, financial statements, results of operations, sales, income, expense, and other financial information and records of the franchised business, and all electronic information, lists and data related to past, present, and future clients of any franchise, including any franchise operated by Franchisee. Franchisee shall divulge confidential information only to such of its employees, agents, or professional advisors as must have access to it in order to operate the franchised business as described herein, or with Franchisor's prior written consent. In connection therewith, Franchisee shall be fully responsible for ensuring that its employees, agents and professional advisors comply with this Section.

10.2 Remedies. Franchisee acknowledges that any failure to comply with Section 10.1 will cause Franchisor irreparable injury, and Franchisee consents to the issuance of, and agrees to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining, specific performance of, or any injunction against a violation of, the requirements of Section 10.1.

10.3 Preservation of Confidentiality. Franchisee shall require Franchisee's directors, officers, management employees, and holders of a direct or indirect ownership interest in Franchisee, at the time of the commencement of their association with Franchisee, to execute confidentiality

agreements, in a form approved by Franchisor, requiring that all information that may be acquired by or imparted to such persons in connection with their association with Franchisee be held in strict confidence and used solely for the benefit of Franchisee and Franchisor, at all times during their association with Franchisee and thereafter. Franchisee shall require each prospective purchaser of the franchised business, the license granted under this agreement, or any interest in Franchisee, prior to disclosing any confidential information to such person, to execute a confidentiality agreement, in a form approved by Franchisor, requiring that all confidential information that may be disclosed to such person in connection with his or her investigation of Franchisee or the franchised business, will be held in strict confidence and used solely to evaluate the contemplated transaction. All confidentiality agreements described in this paragraph must include a specific identification of Franchisor as a third-party beneficiary of such covenants with the independent right to enforce the agreement.

10.4 Copyright to Material Developed by Franchisee. All instructional materials, concepts, plans, programs, activities and other materials proposed or developed by Franchisee for the provision of Permitted Products and Services must be approved by Franchisor, and may be used by Franchisor and other Franchises without any compensation to Franchisee. Any and all copyrights in and to such materials that are proposed or developed by or on behalf of Franchisee will be the sole property of Franchisor, without compensation to Franchisee, and Franchisee shall execute such documents (and, if necessary, require its independent contractors to execute such documents) as may be deemed reasonably necessary by Franchisor to give effect to this provision.

10.5 Ownership of Confidential Information. Franchisee agrees that Franchisor owns and controls all domain names and URLs ("Uniform Resource Locator") relating to any Franchise, as well as all Confidential Information, electronic information, lists, and data related to past, present, and future clients of any Franchise. Franchisee's only interest in any Confidential Information and any such domain names and URLs is the right to use it pursuant to this Agreement.

10.6 Client List. Upon written request from Franchisor, Franchisee shall prepare a Client List containing all information that Franchisor may specify so that ownership of the Client List and the information in it belongs to Franchisor. Franchisee will acquire no proprietary or ownership rights to its Client List or to service any of its clients other than the rights specifically granted under this agreement. Franchisee is permitted to use the Client List for the purposes of this agreement but for no other purpose. Without limiting the generality of the preceding sentence, Franchisee shall not disclose or transfer its Client List to any person except to Franchisor or as part of a Transfer that complies with Article 12. The Client List is considered Confidential Information and Franchisee shall treat it as such at all times.

ARTICLE 11

ADVERTISING

11.1 National Branding Fee. As required in Section 5.2 hereof, Franchisee shall pay a National Branding Fee to such national branding fund (the "Fund") as Franchisor may establish. Franchisor shall, for each of its company-owned locations (if any), pay National Branding Fees on the same basis as other franchisees within the System.

11.2 National Branding Funds. Franchisor has the right, in its discretion, to establish one or more national or regional Funds and to designate any geographical area as a region for establishing regional advertising Funds. Franchisor shall maintain and administer the Funds as follows:

(a) The Funds are intended to maximize general public recognition and acceptance of the Marks for the benefit of all Franchises within the System or within a region, as the case may be, and that Franchisor is not obligated in administering the Funds to make expenditures for Franchisee which are equivalent or proportionate to Franchisee's contribution or to ensure that any particular Franchisee benefits directly or pro rata from the placement of advertising.

(b) The Funds, all contributions thereto, and any earnings thereon, shall be used exclusively to meet any and all costs of maintaining, administering, researching, directing, and preparing advertising and/or promotional activities, developing new public relations campaigns and new advertising, promotional and marketing materials for the System and for franchisees in the System, and the solicitation of National Accounts.

(c) Franchisor shall, for each of its company-owned locations (if any), make contributions to the Funds on the same basis as assessments required of comparable franchisees within the System.

(d) Franchisee shall contribute to the Funds by separate payment to the Growth Coach National Branding Fund or such other designation as Franchisor may from time to time prescribe. All sums paid by Franchisee to the Funds shall be maintained in an account separate from the other moneys of Franchisor. Such sums shall not be used to defray any of Franchisor's operating expenses, except for such reasonable salaries, overhead, and administrative, accounting, legal (including, without limitation, the defense of any claims against Franchisor and/or Franchisor's designee regarding the management of the Funds) and other costs, if any, as Franchisor may incur in activities reasonably related to the administration or direction of the Funds or advertising programs for franchisees and the System, including the costs of enforcing contributions to the Funds required under this Agreement and the costs of preparing a statement of operations. The Funds and their earnings shall not otherwise inure to the benefit of Franchisor. Franchisor shall maintain separate bookkeeping accounts for each Fund.

(e) It is anticipated that all contributions to and earnings of the Funds shall be expended for advertising and/or promotional purposes during the taxable year within which the contributions are made. If, however, excess amounts remain in the Funds at the end of such taxable year, all expenditures in the following taxable year(s) shall be made first out of accumulated earnings from previous years, next out of earnings in the current year, and finally from contributions.

(f) Franchisee agrees that Franchisor (and any designee of Franchisor) shall not have any direct or indirect liability or obligation to Franchisee, the Funds or otherwise with respect to the management, maintenance, direction, administration or otherwise of the Funds. Franchisee further agrees that Franchisor shall not be liable for any act or omission, whether with respect to the funds or otherwise, which is consistent with this Agreement or other information provided to you, or which is done in subjective good faith. Franchisee and Franchisor, each having a mutual interest and agreeing on the critical practical business importance of their relationship being governed solely by written instruments signed by the parties to be bound (and not having either party subject to the uncertainty inherent in the application of legal or other concepts not expressly agreed to in writing by both parties), agree that their rights and obligations with respect to the Funds and all related matters are governed

solely by this Agreement and that neither this Agreement nor the Funds are in the nature of a “trust,” “fiduciary relationship” or similar special arrangement, but is only an ordinary commercial relationship between independent businesspersons for their independent economic benefit.

11.3 Separate Asset. The Funds are not and shall not be an asset of Franchisor.

11.4 Termination of Funds. Although Franchisor intends the Funds to be of perpetual duration, Franchisor maintains the right to terminate any Fund. No Fund shall be terminated, however, until all moneys in the Fund have been expended for advertising and/or promotional purposes or returned to contributors on the basis of their respective contributions during the one-year period immediately preceding the termination.

11.5 Advertising Materials. In addition to the requirements described in Section 11.1 hereof, Franchisee shall obtain and maintain an adequate supply of brochures, pamphlets, and special promotional materials of such kind and size as Franchisor may reasonably require from time to time in the Manual or otherwise in writing. Franchisee acknowledges that it shall be solely responsible for advertising and marketing the services offered by the franchised business.

11.6 Delegation of Franchisor’s Duties. Franchisor shall have the right to delegate and redelegate its responsibilities and duties under this Article 11 to any designee(s) of its choosing; provided, however, that the right of final approval of all advertising programs shall be retained at all times by Franchisor.

11.7 Approval of Advertising. All advertising by Franchisee in any medium shall be conducted in a dignified manner, shall be completely accurate and truthful, shall conform to all applicable laws and regulations relating to consumer advertising and to such standards and requirements as Franchisor may specify from time to time in writing, and shall give notice that the franchised business is independently owned and operated. All media advertising and direct mail undertaken by Franchisee must be predominantly focused on media distributed, or to prospects located, in the Territory. Franchisee shall submit to Franchisor, for Franchisor’s prior approval (except with respect to prices to be charged), samples of all advertising and promotional plans and materials, including signs, and all other materials displaying the Marks that Franchisee desires to use and that have not been prepared or previously approved by Franchisor. Franchisee shall display the Marks in the manner prescribed by Franchisor on all signs and all other advertising and promotional materials used in connection with the franchised business. Franchisee specifically acknowledges and agrees that the word “advertising” as used in this Article 11 includes, without limitation, signs (including signs on motor vehicles), URLs, e-mail addresses, Internet listings, banners, advertisements, or other services or links on or with the Internet, World Wide Web, Internet service providers, ~~electronic mail~~ email services, communication providers, search engines, and similar services.

11.8 Web site. Franchisee specifically acknowledges and agrees that any Web site or blog (as defined below) will be deemed “advertising” under this Agreement, and will be subject to the terms of Article 11.7 except that Franchisor must give prior written approval of the Web site prior to use by Franchisee. As used in this Agreement, the terms “Web site” and “blog” mean an interactive electronic document, series of symbols, or otherwise, that is contained in a network of computers and/or other devices linked by communications software. The term Web site includes, but is not limited to, Internet and World Wide Web home pages, social media pages, and web logs. In connection with any Web site, Franchisee agrees to the following:

- (a) Franchisor has the right, but not the obligation, to establish and maintain a Web site, which may, without limitation, promote the Marks, any or all of the Permitted Products and Services, Growth Coach franchisees, the offer of Growth Coach franchises, and/or the System. Franchisee shall use all Web sites relating to the franchised business required by Franchisor. Franchisor shall have the sole right to control all aspects of the Web site, including, but not limited to, its design, content, functionality, links to the Web sites of third parties, legal notices, and policies and terms of usage. Franchisor shall also have the right to discontinue the operation of the Web site at any time in its business judgment.
- (b) Franchisee shall not directly or indirectly establish, maintain, or operate a separate Growth Coach Web site without Franchisor's prior written consent. Any Growth Coach Web site established, maintained, or operated by Franchisee must contain a link to and from Franchisor's Web site and Franchisor has the right to require modifications of the content, appearance, and format of Franchisee's Growth Coach Web site. The term "Growth Coach Web site" means a Web site that displays any of the Marks or a significant amount of the content of which relates to the franchised business, franchisor, the System, or any business that offers or sells products or services that compete with any products or services offered by Growth Coach franchises.
- (c) Franchisee shall not, without Franchisor's prior written consent, establish or permit or aid any other person to establish any link to any Web site or any other electronic or computer-generated advertising or communication arrangement that Franchisor may establish.
- (d) Franchisor shall have the right, but not the obligation, to designate one or more Web page(s) to describe Franchisee and/or the franchised business, with such Web page(s) to be located within Franchisor's Web site, or to provide Franchisee with a separate Growth Coach Web site or pages for such purposes. Franchisee shall comply with Franchisor's policies with respect to the creation, maintenance, and content of any such Web pages, and Franchisor shall have the right to limit and/or discontinue the content and/or operation of such Web site and Web pages.
- (e) Franchisor makes no representations about any Web site that it may provide or make available to Franchisee, including, without limitation, the Web site's suitability, reliability, or availability. To the full extent permissible by applicable law, Franchisor disclaims all warranties and conditions with regard to the Web site, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, non-infringement, or warranties arising by course of dealing or custom of trade. Franchisor shall not be liable for any direct, indirect, compensatory, punitive, incidental, special, or consequential damages arising out of or related to the use or performance of any Web site.
- (f) In order to maintain the goodwill in the System and in the business of Franchisor and Franchisor's licensees, Franchisor has the right to impose conditions and standards requirements on Franchisee's use of electronic distribution channels, including any Growth Coach Web site maintained by Franchisee, including the following:
- (i) Franchisor is to own all rights to all domain names containing any of the Marks or relating to the franchised business, any Permitted

Products and Services, or any business that offers or sells products or services that compete with any products or services offered by Growth Coach franchises. Franchisee shall not register in its own name any domain name containing any of the Marks or relating to the franchised business, any Permitted Products and Services, or any business that offers or sells products or services that compete with any products or services offered by Growth Coach franchises.

- (ii) In order to maintain the common identity of the System and the high-quality standards associated with the System, Franchisee shall obtain Franchisor's prior written approval for any domain name and for the form and content of any Growth Coach Web site before Franchisee uses it on the Internet. Unless Franchisor's prior written approval has been obtained, no element of the Marks or similar words may be used as part of the domain name or URL.
- (iii) Any Growth Coach Web site established or maintained by Franchisee must contain a hyperlink to Franchisor's Web site and all other hyperlinks to third-party Web sites must be previously approved in writing by Franchisor.
- (iv) Any modifications to a Growth Coach Web site established or maintained by Franchisee must first be approved in writing by Franchisor.
- (v) Before establishing a Growth Coach Web site, Franchisee shall obtain appropriate legal advice regarding the content and to ensure that the Web site complies with all relevant legislation and regulations.
- (vi) Franchisee shall fully indemnify Franchisor against all and any claims arising out of any Web site established or maintained by Franchisee.
- (vii) Franchisee shall comply fully with its terms and conditions of business over the Internet and shall ensure that such terms and conditions of business receive Franchisor's prior written approval.

(g) Franchisee shall not participate in or register with any Internet group, Web site or similar medium which has as its aim (whether stated or not) or its effect the denigration of Franchisor the System.

(h) Franchisee shall not open an account or profile on a social media site relating to the franchised business or using any of the Marks without Franchisor's prior written consent, which may be given subject to conditions, which may include the grant to Franchisor of administrator rights, and subject to Franchisee's compliance with the provisions of the Manuals relating to social media sites.

(i) Franchisee shall not, without Franchisor's prior written consent, redirect Internet traffic from another domain name or URL to any Growth Coach Web site established by Franchisee or any other Web site containing any of the Marks or any content provided by Franchisor or relating to the franchised business.

(j) Franchisor makes no representations about any Web site that it may provide or make available to Franchisee, including, without limitation, the Web site's suitability,

reliability, or availability. To the full extent permissible by applicable law, Franchisor disclaims all warranties and conditions with regard to the Web site, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, non-infringement, or warranties arising by course of dealing or custom of trade. Franchisor shall not be liable for any direct, indirect, compensatory, punitive, incidental, special, or consequential damages arising out of or related to the use or performance of any Web site.

(j) Franchisor shall have the right to modify the provisions of this Section 11.8 as Franchisor shall solely determine is necessary or appropriate for the best interests of the System.

11.9 Copyright to Advertising. Franchisee acknowledges and agrees that any and all copyrights in and to contracts, forms, advertising, marketing, promotional public relations, or sales concepts, plans, programs, activities, or materials proposed or developed by or on behalf of Franchisee that are used in the Franchised Business or that bear any of the Marks will be the sole property of Franchisor, and Franchisee shall execute such documents (and, if necessary, require its independent contractors to execute such documents) as may be deemed reasonably necessary by Franchisor to give effect to this provision. Any such materials proposed or developed by Franchisee for the franchised business or the System and approved by Franchisor may be used by Franchisor and other franchisees without compensation to Franchisee.

11.10 Advertising Cooperative. Franchisor may, in its discretion, designate any geographical area in which at least two Growth Coach franchises are located for the purpose of establishing a local or regional marketing and advertising cooperative ("Cooperative"). Franchisee shall take appropriate steps to establish and participate in a Cooperative if required to do so by Franchisor. If a Cooperative for the geographical area in which the franchised business is located has already been established when Franchisee opens the franchised business, then Franchisee shall immediately become a member of the Cooperative under the terms of its governing documents. If a Cooperative for the geographical area in which the franchised business is located is established during the term of this agreement, Franchisee shall immediately become a member of the Cooperative, and take all steps necessary to become a member. In no event shall Franchisee be required to be a member of more than one Cooperative for the franchised business established under this agreement. The following provisions apply to each Cooperative:

(a) Each Cooperative will be organized and governed in a form and manner prescribed or approved by Franchisor in writing, and will commence operations on a date specified by Franchisor. Any disputes arising between Franchisee and other franchisees in the Cooperative or the Cooperative, will be resolved in accordance with the rules and procedures in the Cooperative's governing documents.

(b) Each Cooperative will be organized for the exclusive purpose of administering local or regional advertising programs and developing, subject to Franchisor's approval, standardized promotional materials for use by the members in local advertising and promotion.

(c) No advertising or promotional plans or materials may be used by a Cooperative or furnished to its members without the prior approval of Franchisor pursuant to the procedures in section 11.7 of this agreement.

(d) Each month that a Cooperative is in existence for Franchisee's geographical area, Franchisee shall contribute to the Cooperative an amount specified by Franchisor or the Cooperative (the "Cooperative Contribution"). Franchisee's Cooperative Contribution will not be credited towards the National Branding Fee required by section 5.2 of this agreement.

(e) The members of the Cooperative will determine the amount of the Cooperative Contribution in accordance with its governing documents, but the Cooperative Contribution may not exceed three percent of Franchisee's Gross Revenues unless the members of the Cooperative, by a majority vote conducted in accordance with its rules, bylaws, or other governing documents, agree to a Cooperative Contribution in excess thereof. Franchisee shall pay its Cooperative Contribution, together with any statements or reports that Franchisor or the Cooperative (with Franchisor's prior written approval) may require, on a date each month determined by the Cooperative, but no later than the tenth day of each month.

(f) For each Growth Coach franchise operated by Franchisor or an affiliate of Franchisor in a geographical area for which a Cooperative has been established, Franchisor shall make a Cooperative Contribution on the same basis as assessments required of comparable franchisees that are members of the same Cooperative.

(g) Cooperatives established by Franchisor are intended to be of perpetual duration. However, Franchisor maintains the right to terminate any Cooperative. Franchisor shall use any unexpended monies from the terminated Cooperative only for advertising or promotional purposes for the System.

11.11 Digital Marketing.

(a) Minimum Digital Marketing. Franchisee shall spend, each month, \$500.00 (the "Minimum Digital Marketing Amount") on Digital Marketing (as defined in paragraph 2 below). Digital Marketing expenditures must be made directly by Franchisee. At Franchisor's request, Franchisee shall furnish Franchisor with an itemized report of Franchisee's Digital Marketing expenditures for each month. Franchisee's failure to spend at least the Minimum Digital Marketing Amount in a month will constitute a default of this Agreement. Franchisee will have the right to cure the default by paying to the National Branding Fund, within thirty days after notice from Franchisor, the difference between the Minimum Digital Marketing Amount for the relevant period(s) less Franchisee's actual Local Advertising expenditures for the same period(s).

(b) "Digital Marketing" means digital marketing directed within the Territory, and consists only of direct costs to purchase digital marketing materials (including search engine optimization expenses), and such other activities and expenses as Franchisor in its discretion may specify. Franchisor may specify the types of National Branding Fees and employee salaries.

ARTICLE 12

TRANSFERABILITY OF INTEREST

12.1 Transfer by Franchisor. Franchisor shall have the right to transfer or assign all or any part of its rights and/or obligations herein to any person or legal entity, including a subfranchisor specifically responsible for assisting Franchisee. Franchisee agrees to execute any forms that Franchisor may reasonably request to effectuate any transfer or assignment by Franchisor.

12.2 Transfer by Franchisee.

(a) Franchisee understands and acknowledges that the rights and duties set forth in this agreement are personal to Franchisee, and that Franchisor has entered into this Agreement in reliance upon Franchisee's business skills and financial capacity. Accordingly, neither Franchisee, nor any shareholder, member or owner of Franchisee, nor any immediate or remote successor to any part of Franchisee's interest in the Franchise, shall sell, assign, transfer, convey, give away, pledge, mortgage, or otherwise encumber any interest therein or in Franchisee without the prior written consent of Franchisor. Any purported or attempted transfer, by operation of law or otherwise, not having the written consent of Franchisor, is null and void and constitutes a material breach of this Agreement, for which Franchisor may terminate this agreement without prior notice or opportunity to cure. Franchisee may transfer only the entire Territory. No purported or attempted transfer of Franchisee's right to operate the franchised business or use the System or the Marks in less than the entire Territory will be valid.

(b) Except as provided in this Article 12, Franchisor shall not unreasonably withhold its consent to a transfer of any interest in Franchisee or in this Franchise; provided, however, that prior to the transfer, Franchisor may, in its sole discretion, require that:

(1) All of Franchisee's accrued monetary obligations to Franchisor or any of its affiliates and all other outstanding obligations related to the franchised business shall have been satisfied;

(2) The transferor's right to receive compensation pursuant to any agreement for the purchase of any interest in Franchisee or in Franchisee's Franchise shall be subordinated and secondary to Franchisor's rights to receive any outstanding monetary obligations or other outstanding obligations due from transferor or Franchisee pursuant to this Agreement, whether arising before or after the transfer;

(3) Franchisee shall have executed a general release in a form satisfactory to Franchisor, effective as of the date of transfer, of any and all claims against Franchisor and its officers, directors, shareholders, and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances;

(4) The transferee franchisee shall enter into a written assumption, in a form satisfactory to Franchisor, assuming and agreeing to discharge all of Franchisee's obligations under this Agreement after the date of the assumption;

(5) The transferee franchisee shall authorize Franchisor to conduct such background investigations as Franchisor deems necessary (which may include credit report/score, criminal record, and behavioral assessment), and demonstrates to Franchisor's satisfaction that it meets Franchisor's educational, managerial and business standards; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability

to conduct the franchised business (as may be evidenced by prior related business experience or otherwise), and has adequate financial resources and capital to operate the business;

(6) The transferee franchisee shall execute Franchisor's then current form of Franchise Agreement and such other ancillary agreements as Franchisor may require;

(7) At the transferee franchisee's expense, and upon such other terms and conditions as Franchisor may reasonably require, the transferee franchisee or its manager shall complete the pre-opening training course then in effect for franchisees;

(8) Any right of Franchisee to any payments from the transferee franchisee resulting from the transfer shall be subordinate to any claim or right of Franchisor against the transferee franchisee subsequent to the effective date of the transfer, and Franchisee and the transferee franchisee shall execute any and all instruments reasonably required by Franchisor to evidence such subordination; and,

(9) Either Franchisee or the transferee franchisee shall pay to Franchisor a transfer fee of the greater of ~~Fifteen~~ Ten Thousand Dollars (\$~~150,000~~) or ~~tenthree~~ percent (~~103~~%) of all consideration of any kind payable to Franchisee in connection with the transfer, plus Franchisor's actual legal and other expenses incurred in connection with the transfer. No transfer fee will be required in the case of a transfer (i) of any interest in the franchised business to the spouse or direct lineal descendant of Franchisee or one of its Principals; (ii) of less than 50% of the ownership interest of a non-individual Franchisee; or (iii) of the entire franchised business to an entity formed solely for the convenience of ownership if, immediately after the transfer, Franchisee will beneficially own a controlling interest in the entity. If Franchisee is other than an individual, no transfer fee will be required in the case of a transfer of a non-controlling ownership interest in Franchisee. For purposes of this subparagraph (9), all transfers of an ownership interest in Franchisee occurring since the date Franchisee first became a Growth Coach franchisee shall be aggregated to determine the ownership percentage being transferred. If the transferee franchisee was already in Franchisor's lead database at the time of first contact between Franchisee and the transferee franchisee, then Franchisor may require Franchisee to pay a lead referral fee of \$10,000.

(10) Franchisee and transferee franchisee shall acknowledge in writing that Franchisor was not involved in the negotiation of the transfer, does not guarantee the accuracy of any information provided by Franchisee to transferee franchisee, and makes no representations regarding the transferee franchisee's likelihood of success in operating the franchisee.

(11) Franchisee shall comply with the requirements of section 10.3 above relating to the disclosure of confidential information to a prospective transferee franchisee.

(12) Franchisee shall comply with all laws that apply to the transfer, including laws governing the offer and sale of franchises. Franchisee shall indemnify and defend Franchisor and its agents against and hold them harmless from any and all claims arising directly or indirectly from any alleged failure on Franchisee's part to comply with any franchise law or other law applicable to the transfer.

(13) The transferee franchisee, at its own expense, must satisfy all applicable licensing requirements of the jurisdiction in which the franchised business is located.

(14) Franchisee shall transfer all clients and client contact information to transferee franchisee.

(15) In connection with any proposed transfer, Franchisor has the right to communicate with any prospective transferee and to make available for inspection by any prospective transferee all or part of Franchisor's records relating to this agreement, the business operations, financial condition, contracts, and history of the franchised business under Franchisee's ownership, or the history of the relationship of the parties, without any liability to Franchisee or its members/shareholders, affiliates, directors, officers, employees, or agents. Franchisee hereby specifically consents to such disclosure by Franchisor and absolutely releases and agrees to hold Franchisor harmless from any and all claims arising directly or indirectly therefrom.

(c) Notwithstanding the provisions of Subsection 12.2(b) above, neither Franchisee nor any Principal of Franchisee, nor any immediate or remote successor to any part of Franchisee's interest in the franchised business, shall pledge, mortgage, grant a security interest, or otherwise encumber any interest in this Agreement, in the franchise granted hereunder, or in Franchisee (whether or not in connection with an absolute transfer of an interest in the franchised business). Franchisor shall not be obliged to consent to any such transfer.

(d) Notwithstanding the provisions of subsection 12.2(b) above, Franchisor is not obligated to consent to any Transfer to a person that owns, operates, franchises, licenses, develops, consults with, manages, is involved in or employed by, or controls a competitive business. If Franchisor refuses to consent to a transfer under this paragraph, the sole remedy of Franchisee will be to seek a declaratory judgment in a court of competent jurisdiction to determine whether the proposed transferee is a person that owns, operates, franchises, licenses, develops, consults with, manages, is involved in or employed by, or controls a competitive business.

12.3 Franchisor's Right of First Refusal. If Franchisee or its owners shall at any time decide to sell, transfer or assign any right or interest under this Agreement and/or the franchise granted pursuant hereto, Franchisee or its owners shall first obtain a bona fide, executed, written offer from a responsible and fully disclosed purchaser and shall submit an exact copy thereof to Franchisor. For a period of thirty days after the date of delivery of such offer to Franchisor, Franchisor shall have the right, exercisable by written notice to Franchisee or any of its owners, to purchase such rights or interests for the price and on the terms and conditions contained in such offer, provided that Franchisor may substitute equivalent cash for any form of payment proposed in such offer. Any purchase by Franchisor must be completed within sixty days after Franchisee's receipt of

Franchisor's written notice of its intent to purchase. If Franchisor does not exercise its right of first refusal, Franchisee or its owners may complete the sale of such interest to the bona fide purchaser, subject to Franchisor's approval of the purchaser as provided in Section 12.2 herein; provided, however, that if the sale to such purchaser is not completed within one hundred twenty (120) days after the delivery of the offer to Franchisor, Franchisor shall again have the right of first refusal herein provided.

12.4 Right of Franchisee's Heirs Upon Death, Disability or Dissolution of Franchisee. A transfer to the heirs, surviving spouse, conservators, or personal or other legal representative of the Franchisee (collectively, "Involuntary Transferees") upon the death, dissolution or legal disability of the Franchisee or of an owner, shareholder or member owning a fifty percent (50%) or greater equity interest in the Franchisee, shall not be subject to Franchisor's right of first refusal under Section 12.3 or right to terminate for failure to obtain written approval under Section 12.2(a), so long as the Involuntary Transferees (i) satisfy Franchisor that they are qualified to act as a Franchisee pursuant to Section 12.2(b)(5) herein or retain an individual or entity to operate and manage the franchised business who is so qualified and who is approved in writing by Franchisor, and (ii) perform all other applicable acts required under Section 12.2 herein. Such transfer must be made within ninety days after Franchisee's death, disability, or dissolution. Any subsequent sale or other transfer by any Involuntary Transferees shall be subject to Franchisor's right of written approval set forth in Section 12.2 and to Franchisor's right of first refusal set forth in Section 12.3. A transfer to Involuntary Transferees shall not require the payment of the transfer fee required by Section 12.2(b)(9). Actual legal costs incurred by Franchisor to approve and effect the transfer will be charged, however.

ARTICLE 13

TERMINATION

13.1 Events Allowing Termination. Franchisor may terminate this Agreement, without refund of any moneys paid to Franchisor by Franchisee, if Franchisee (or Franchisee's designee) fails to commence the initial training program within ninety days after the execution of this Agreement, fails to complete the training program to the satisfaction of Franchisor, or fails to open the franchised business within ninety days after Franchisee's (or Franchisee's designee's) completion of the initial training program. After the commencement of business operations by Franchisee, and subject to the notice provision set forth in Section 13.2 below, Franchisor may elect, without prejudice to any other rights or remedies that it may have hereunder, at law or in equity, to terminate this Agreement upon the occurrence of any one or more of the following events:

- (a) Franchisee fails to pay when due any sum required to be paid by Franchisee under this Agreement or any other agreement or instrument to which Franchisor and Franchisee are parties, or pursuant to any invoice for goods or services purchased by Franchisee from Franchisor, an approved vendor, the National Branding Fund or any affiliate of Franchisor;
- (b) Franchisee fails to furnish when due any report required by this Agreement;
- (c) Franchisee fails to operate its Franchise in compliance with the terms of this Agreement, the Manual or the System Standards;
- (d) Franchisee fails to perform or breaches any provision of this Agreement or any other agreement to which Franchisor and Franchisee are parties;

- (e) Franchisee understates its Gross Revenues in any report to Franchisor;
- (f) Franchisee sells, promotes, or performs for compensation any Permitted Products and Services, or otherwise operates the franchised business, within a franchise territory licensed to another franchisee of Franchisor (except as may be expressly permitted by this Agreement or the Manual), or otherwise infringes upon rights granted under franchise agreements with other franchisees of Franchisor;
- (g) Franchisee is declared bankrupt or insolvent or Franchisee is the debtor in a voluntary or involuntary bankruptcy proceeding under the U.S. Bankruptcy Code (this provision may not be enforceable under federal bankruptcy law);
- (h) A receiver is appointed for Franchisee or any part of its property, or Franchisee makes an assignment for the benefit of its creditors, if not dismissed within fifteen days;
- (i) Franchisee fails to open the franchised business within ninety (90) days after Franchisee or Franchisee's designee completes the initial training program described in Section 7.1, or, after opening, fails to maintain the franchised business in continuous operation, fails to devote his/her/its full time, energy, and best efforts to the management and operation of the franchised business, or abandons the franchised business;
- (j) Franchisee fails, for a period of ten days after receipt of notification of noncompliance (regardless of the source of the notice), to comply with any federal, state or local law or regulation applicable to the operation of the franchised business;
- (k) Any attempted transfer or assignment that fails to comply with the provisions of Article 12 of this Agreement;
- (l) Any material misrepresentation by Franchisee relating to its acquisition of its Franchise;
- (m) Any failure to maintain required liability insurance policies;
- (n) The franchised business or the Premises are seized, taken over or foreclosed by a government official in the exercise of his duties, or seized, taken over or foreclosed by a creditor, lien holder or lessor, provided that a final judgment against the Franchisee remains unsatisfied for thirty days (unless a supersedeas or other appeal bond has been filed); or a levy of execution has been made upon the license granted by this Agreement or upon any property used in the franchised business that is not discharged within five days of such levy;
- (o) Any conduct or activity by Franchisee or any Principal, director, or officer of Franchisee that, in Franchisor's sole discretion, may harm, tarnish, impair or reflect unfavorably upon the reputation, name, services or operation of the franchised business, Franchisor, the System or the Marks, including, without limitation, any criminal misconduct of which Franchisee or any Principal, director, or officer of Franchisee is convicted;
- (p) Franchisee knowingly maintains false books or records, or knowingly submits any false reports (including, but not limited to, information provided as part of

Franchisee's application for this franchise) to Franchisor, or knowingly understates its Gross Revenues reported to Franchisor;

(q) The intentional, willful, or fraudulent sale or provision for compensation of any Permitted Products and Services, or other operation of the franchised business, within a franchise territory licensed to another franchisee of Franchisor (except as may be expressly permitted by this Agreement or the Manual), or any other intentional, willful or fraudulent infringement upon rights granted under franchise agreements with other franchisees of Franchisor; or

(r) Franchisor's reasonable determination that the continued operation of the Franchise by Franchisee will result in immediate danger to public health or safety.

(s) Franchisee employs any person or fails to discharge any employee that Franchisee knows or has reason to know has engaged in, been convicted of, or pled guilty or nolo contendere to any felony, fraud, elder abuse, or any crime involving moral turpitude.

(t) Franchisee continues an unauthorized use of the Marks for more than three days after Franchisee receives a notice to cease from Franchisor;

(u) Franchisee knowingly and without authorization discloses the Manual to a third-party.

(v) Franchisee fails to maintain any license required by law to offer, provide, or sell any Permitted Products and Services.

13.2 Notice; Termination.

(a) If Franchisee fails to cure any default within thirty (30) days after its receipt of a written notice of breach from Franchisor, Franchisor may terminate this Agreement, except that no written notice of default or opportunity to cure shall be required in the case of a default described in subsections 13.1(g) through (v) above. If Franchisee defaults on this Agreement two separate times, for each of which Franchisee was given notice and an opportunity to cure, then Franchisor may terminate this Agreement upon any subsequent default without providing notice or opportunity to cure. Termination of this Agreement shall, at Franchisor's option, be effective automatically upon the expiration of the time period specified above (or such longer period as may be required by applicable law) if Franchisee fails to cure the default within such period, or, if no notice of default is required, immediately upon Franchisee's receipt of a written notice of termination.

~~(b) In addition to and without limiting any other remedies provided in this Agreement, if Franchisor at any time has the right to terminate this Agreement, then Franchisor, in its sole and unfettered discretion, also has the right to suspend Franchisee's non-exclusive license to use the Marks and the System granted by Section 1.1 until any and all breaches of this Agreement have been cured or this Agreement has been terminated.~~

~~(b)~~ If Franchisee fails to cure any default within thirty (30) days after its receipt of a written notice of breach from Franchisor, then the exclusivity of the Franchise Territory granted by Section 1.3 shall be automatically suspended without further notice until the breach has been cured or this Agreement has been terminated.

~~(d) If Franchisee breaches any term of this Agreement, then Franchisee, if it has not already done so, shall execute and deliver to Franchisor an authorization for electronic transfer of funds (in a form prescribed by or acceptable to Franchisor's and Franchisee's banks) for direct debits from Franchisee's bank account as provided in Section 5.5, and comply with procedures specified by Franchisor and take all other actions necessary to make payments by electronic fund transfer or pre-authorized electronic debit.~~

13.3 Suspension of Franchise Rights During Default. In addition to and without limiting any other remedies provided in this Agreement, if Franchisor at any time has the right to terminate this Agreement, then Franchisor, in its sole and unfettered discretion, also has the right to suspend Franchisee's non-exclusive license to use the Marks and the System granted by Section 1.1 until any and all breaches of this Agreement have been cured or this Agreement has been terminated.

13.4 Franchisor's Step-in Rights. In addition to and without limiting any other remedies provided in this agreement, at law or in equity, upon Franchisee's failure to cure any default within the applicable cure period (if any), Franchisor has the right, but not the obligation, to enter upon the Franchise Premises and exercise (or designate anyone else to exercise) complete authority with respect to the operation and administration of the Franchised Business until Franchisor determines that the default has been cured and that Franchisee is otherwise in compliance with this agreement. If Franchisor exercises such right, Franchisee shall pay Franchisor a management fee of \$500 per day and reimburse Franchisor for all reasonable expenses incurred by Franchisor in connection with operating the Franchised Business, including the costs of personnel for supervising and staffing the Franchised Business and their travel, food and lodging expenses. All fees and expenses are payable through the EDT Account within ten days after invoice by Franchisor. If Franchisor operates the Franchised Business pursuant to this paragraph, Franchisee shall indemnify and defend Franchisor and its agents against and hold each of them harmless from all Claims that may arise out of Franchisor's (or its designee's) operation of the Franchised Business (except Claims arising solely from the gross negligence or willful misconduct of Franchisor's employees).

13.5 Liquidated Damages.

(a) If Franchisor terminates this agreement before the Expiration Date due to a default by Franchisee (including its abandonment of the Franchised Business), or if Franchisee terminates this agreement before the Expiration Date (which will also constitute a default under this agreement), Franchisee shall pay Franchisor, within fifteen days after the effective date of the termination and in addition to the other amounts specified in Article 5 and section 14.1(j), liquidated damages equal to the average monthly Royalty and Branding Fee payable by Franchisee during the twelve months immediately preceding the effective date of the termination, multiplied by the number of months between the effective date of the termination and the Expiration Date.

(b) Franchisor and Franchisee acknowledge and agree that it would be impracticable to precisely determine the amount of damages Franchisor will incur as a result of this agreement's early termination. Some of those damages include loss of Royalties and Branding Fees, loss of goodwill, loss of representation in the market, consumer confusion, and expenses that Franchisor will incur to recruit, train and support a new franchisee for the market (collectively, "Brand Damages"). Franchisor and Franchisee acknowledge that Brand Damages are difficult to estimate accurately, and proof of Brand Damages would be burdensome and costly, although such damages are real and meaningful to Franchisor. Franchisor and Franchisee agree that this liquidated damages provision is a reasonable, good faith pre-estimate of those damages. Franchisee's payment of the liquidated damages

to Franchisor will not be considered a penalty but, rather, a reasonable estimate of fair compensation to Franchisor for the Brand Damages it will incur because this agreement did not continue for the full length of the Initial Term due to Franchisee's default. Franchisee acknowledges that its payment of liquidated damages is full compensation to Franchisor only for the Brand Damages resulting from the early termination of this agreement and is in addition to, and not in lieu of, Franchisee's obligations to pay other amounts due Franchisor under this agreement as of the effective date of the termination, and to comply strictly with the Post-Termination Provisions. Franchisee further acknowledge that this liquidated damages provision does not cover any other damages to which Franchisor might be entitled as a result of Franchisee's actions or inaction.

13.63 Liability for Breach. If Franchisee fails to cure any breach within the applicable time period set forth in Section 13.2 above, Franchisee shall pay to Franchisor all damages, costs and expenses incurred by Franchisor as a result of any such breach, including, but not limited to, reasonable attorney and accounting fees. This provision shall apply regardless of whether or not Franchisor exercises its right to terminate this Agreement.

ARTICLE 14

OBLIGATIONS UPON TERMINATION

14.1 Franchisee's Obligations. Upon the termination or expiration of this Agreement, Franchisee shall forthwith:

- (a) Cease to operate the Franchise and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor;
- (b) Except as may be authorized under another franchise agreement in effect between Franchisee and Franchisor, Franchisee shall immediately and permanently cease all use of the Marks and any derivative or confusingly similar variation thereof. Without limiting the generality of the preceding sentence, Franchisee's obligations under this paragraph include permanently discontinuing all Internet advertising (including, by way of example, Facebook, LinkedIn, Twitter, Service Magic, Google, and pay-per-click programs) containing any of the Marks or any derivative or confusingly similar variation thereof;
- (c) Except as may be authorized under another franchise agreement in effect between Franchisee and Franchisor, Franchisee shall immediately and permanently cease to use, by advertising or in any manner whatsoever, any equipment, materials, confidential methods, procedures, or techniques associated with the System or that display the Marks or any other distinctive forms, slogans, signs, symbols, or devices associated with or belonging to Franchisor;
- (d) Make such modifications or alterations to the Premises (including, without limitation, the changing of all telephone numbers), including the improvements thereon, as may be necessary or requested by Franchisor to prevent the operation of any business on the Premises that might be deemed substantially similar to that of Franchisor or any other franchisee of Franchisor. If Franchisee fails or refuses to comply with the requirements of this Section, Franchisor shall have the right to enter the Premises, without being guilty of trespass or any other tort or crime, for the

purposes of making or causing to be made such changes ~~s-as~~ as may be required at the expense of Franchisee;

(e) Turn over to Franchisor all Manuals, records, client and other files including client lists and agreements with clients, instructions, correspondence, and materials, including, without limitation, brochures, agreements, disclosure statements and any materials relating to the business operated hereunder, which may be in Franchisee's possession, together with all copies thereof (all of which Franchisee acknowledges to be Franchisor's sole property);

(f) Promptly notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use the telephone numbers and directory listings used in connection with the franchised business and authorize the transfer of the telephone numbers and directory listings to Franchisor or its designee. Franchisee acknowledges that, as between Franchisor and Franchisee, Franchisor has the sole right to all telephone numbers and directory listings used in connection with the franchised business, and Franchisee hereby authorizes Franchisor, and appoints Franchisor and any officer designated by Franchisor, as Franchisee's attorney-in-fact, to direct the telephone company and all listing agencies to transfer the telephone numbers and directory listings to Franchisor or Franchisor's designee if Franchisee fails or refuses to do so. The telephone company and all listing agencies may accept such direction or this agreement as conclusive of Franchisor's exclusive rights in the telephone numbers and directory listings and Franchisor's authority to direct their transfer;

(g) At Franchisor's option, cancel or assign to Franchisor or Franchisor's designee all of Franchisee's right, title and interest in and to any and all (i) telephone numbers of Franchisee's franchise and all related Yellow Pages, White Pages and other business listings, and (ii) Web sites, Web pages, listings, banners, URLs, advertisements or any other services and links related to Franchisee's business or use of Franchisor's trademarks, service marks or other logos, on or with the Internet, World Wide Web, Internet service providers, ~~electronic mail~~ email services, communication providers, search engines or other similar services;

(h) Immediately pay all sums due and owing to Franchisor with a final accounting of Franchisee's Gross Revenues. Upon termination due to Franchisee's default, such sums will include actual damages, costs and expenses, and reasonable attorney fees incurred by Franchisor as a result of the default, including any unpaid National Branding Fees and Royalties; and

(i) Take such action as may be necessary to cancel any assumed name or equivalent registration that contains the mark GROWTH COACH or any of the other Marks, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within fifteen days after termination or expiration of this Agreement.

14.2 Power of Attorney. Franchisee does hereby irrevocably constitute and appoint Franchisor as its true and lawful attorney-in-fact and agent to carry out Franchisee's obligations under this Article 14. Franchisee agrees to promptly execute, acknowledge and deliver to Franchisor any and all such documents as may be required to carry out Franchisee's obligations hereunder. The provisions of this Article 14 shall survive the expiration, termination or cancellation of this Agreement.

ARTICLE 15

COVENANTS

15.1 Management of Franchise. Franchisee covenants that during the term of this Agreement, except as otherwise approved in writing by Franchisor, Franchisee or a person designated by Franchisee who has been approved in writing by Franchisor and has successfully completed the training program required by Section 7.1 hereof, shall devote his full time, energy, and best efforts to the management and operation of the franchised business.

15.2 Covenants During Term of Franchise Agreement. Franchisee specifically acknowledges that, pursuant to this Agreement, Franchisee will receive valuable specialized training and confidential information, including, without limitation, information regarding the design, development and operation of the franchised business, and the sales, promotional, and marketing methods and techniques of Franchisor and the System. Franchisee covenants that during the term of this Agreement, except as otherwise approved in writing by Franchisor, Franchisee shall not, either directly or indirectly, for itself or through, on behalf of, or in conjunction with, any person or entity:

(a) divert or attempt to divert any business or customer of the franchised business or of any other franchisee of Franchisor to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System;

(b) aid, assist, or provide goods or services to, any competitor of the franchised business Franchisor, or any other franchisee in the System;

(c) own, maintain, engage in, or have any interest in any business offering business management or personal development coaching or consulting services, or any other services that are offered in the franchised business, unless otherwise consented to in writing by the Franchisor; or

(d) sell or perform for compensation any Permitted Products and Services, or otherwise operate the franchised business, within a franchise territory licensed to another franchisee of Franchisor (except as may be expressly permitted by this Agreement or the Manual), or otherwise infringe upon rights granted under franchise agreements with other franchisees of Franchisor.

(e) take any action injurious or prejudicial to the System.

15.3 Covenants After Termination of Franchise Agreement.

(a) Except as otherwise approved in writing by Franchisor, Franchisee shall not, for a continuous and uninterrupted period commencing upon the expiration, termination (regardless of cause), or transfer of this Agreement and continuing for two (2) years thereafter, directly or indirectly, for itself or through, on behalf of, or in conjunction with any person (including a spouse, child, parent, or sibling of Franchisee or of a principal of Franchisee), partnership limited liability company, corporation, or other entity:

(1) own, maintain, operate, engage in, or have any interest in any business offering business and sales coaching, consulting services, business

management services, personal development coaching, any Permitted Products and Services, or any other services that had been offered by the franchised business, that is or is intended to be located or which operates in or within 15 miles of the geographical boundaries of Franchisee's Territory or in or within 15 miles of the geographical boundaries any Growth Coach franchisee's Territory; or

(2) promote, sell, procure, provide or solicit referrals for, or offer to sell, procure, provide or solicit referrals for, business and sales coaching, consulting services, business management services, or personal development coaching, any Permitted Products and Services, or any other services that are offered in the franchised business, from any Shared Referral Sources (as defined in Section 8.7 above) or in or within 15 miles of the geographical boundaries of Franchisee's Territory or in or within 15 miles of any other Growth Coach franchisee's Territory.

(b) Subparagraphs (a)(1) and (a)(2) above are severable and contain different but overlapping restrictions that shall be enforced simultaneously whenever permitted by applicable law. If any of those subparagraphs is held to be invalid or unenforceable in any respect, then such provision is to be modified to the extent necessary to permit its enforcement, and the remaining provisions will be unaffected thereby. Franchisee specifically acknowledges and agrees that the geographic and temporal restrictions on Franchisee's ability to compete with Franchisor and Franchisor's franchisees are reasonable and necessary to protect Franchisor's business interests in the relevant markets. Franchisee also acknowledges and agrees that Franchisee and each of its principals have sufficient resources, business experience, and opportunities to earn an adequate living while complying with the terms of those restrictions.

(c) The parties agree that the full extent of the damages that Franchisor will incur if Franchisee fails to comply with its obligations under this Section 15.3 is difficult to ascertain, but the parties nevertheless desire certainty in this matter. Accordingly, if Franchisee breaches or fail to comply with any of the provisions of subparagraph 15.3(a), Franchisee shall pay Franchisor, as liquidated damages and not as a penalty, a royalty equal to ~~150~~50% of the gross amount of all income, sales, salary, wages, fees, dividends, distributions, and other compensation received or earned by Franchisee, or any spouse, child, parent, or sibling of Franchisee or of any principal of Franchisee, or to which any of those parties becomes entitled, as the result of the breach or noncompliance. The parties further agree that the royalty required by this paragraph is reasonable in light of the damages that Franchisor will incur. This payment is not exclusive of any other remedies that Franchisor may have including equitable remedies, attorneys' fees, and costs.

(d) The time period referred to in subparagraph 15.3(a) will be stayed during any violation or breach of the terms thereof. The covenants in this Section 15.3 will survive the expiration, termination, or transfer of this Agreement.

15.4 Nonsolicitation of Clients and Shared Referral Sources. Franchisee shall not, directly or indirectly, for itself or through, on behalf of, or in conjunction with any person or entity for a continuous and uninterrupted period commencing upon the expiration or termination of this Agreement (regardless of the cause for termination) and continuing for two years thereafter, directly or indirectly: (i) solicit or perform services for any person who was a client of the franchised business at any time during the term of this Agreement; or (ii) promote or solicit referrals for

business management or personal development coaching or consulting services, any Permitted Products and Services, or any other services that had been offered by the franchised business, from any Shared Referral Source (as defined in Section 1.5 above) located in the Territory. The two-year time period referred to in this paragraph will be stayed during any violation or breach of the terms of this paragraph. The covenant in this paragraph will survive the expiration, termination or cancellation of this Agreement.

15.5 Exclusion for Publicly Traded Company. Section 15.3 shall not apply to the beneficial ownership by Franchisee of less than five percent (5%) of the outstanding equity securities of any corporation that is registered under the Securities and Exchange Act of 1934.

15.6 Independent Covenants; Severability. The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Article 15 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, Franchisee expressly agrees to be bound by any lesser covenants subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenants were separately stated in and made a part of this Article 15.

15.7 Reduction of Covenants by Franchisor. Franchisee understands and acknowledges that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Sections 15.2 and 15.3 of this Agreement, or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 18.1 hereof.

15.8 Claims Against Franchisor No Defense. Franchisee expressly agrees that the existence of any claims it may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Article 15.

15.9 Injunctive Relief. Franchisee acknowledges that Franchisee's violation of the terms of this Article 15 would result in irreparable injury to Franchisor for which no adequate remedy at law may be available; and Franchisee accordingly consents to the issuance of, and agrees to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining, an injunction prohibiting any conduct by Franchisee in violation of the terms of this Article 15.

15.10 Execution of Covenants by Franchisee's Officers, Etc. Franchisee shall provide Franchisor with executed "Restrictive Covenant Agreements", similar in substance to those set forth in this Article 15 (including covenants applicable upon the termination of a person's relationship with Franchisee), from each of the following persons: (1) all officers, directors, and holders of a direct or indirect beneficial ownership interest in Franchisee; and (2) the general partner(s) and any limited partners (including any corporation, limited liability company, or partnership, and the officers, directors, and holders of a beneficial interest in any entity which controls, directly or indirectly, any general or limited partner) if Franchisee is a partnership. With respect to each person who becomes associated with Franchisee in one of the capacities enumerated above subsequent to the execution of this Agreement, Franchisee shall require and obtain such covenants from them and promptly provide Franchisor with executed copies thereof. In no event shall any person enumerated above be granted access to any confidential aspect of the System or the franchised business prior to their execution of such a covenant. All covenants required by this Section 15.10 shall be in forms satisfactory to Franchisor, including, without limitation, the specific identification of Franchisor as a third-party beneficiary of such covenants with the independent right to enforce

them. The failure by Franchisee to obtain the execution of the covenants required by this Section 15.10 and provide the same to Franchisor shall constitute a material breach of this Agreement.

ARTICLE 16

ENFORCEMENT

16.1 Injunctive Relief. Franchisor shall be entitled, without bond, to the entry of temporary and permanent injunctions and orders of specific performance enforcing the provisions of this Agreement relating to: (a) Franchisee's use of the Marks; (b) the obligations of Franchisee upon the termination or expiration of this Agreement; (c) the obligations of Franchisee under Sections 15.2, 15.3 or 15.4 of this Agreement; or (d) an assignment of this Agreement or any ownership interest therein; or (e) as necessary to prohibit any act or omission by Franchisee or its employees: (i) that would constitute a violation of any applicable law, ordinance, or regulation; (ii) that is dishonest or misleading to Franchisor and/or Franchisor's other franchisees; or (iii) that, in Franchisor's reasonable judgment, may harm, tarnish, impair or reflect unfavorably upon the reputation, name, services or operation of the franchised business, Franchisor, the System or the Marks.

16.2 Arbitration.

(a) Except as otherwise provided in this Article 16, any and all disputes between the parties, whether or not arising out of or related to this Agreement, shall be submitted to a panel of three arbitrators as provided in this paragraph. Each claim or controversy shall be arbitrated on an individual basis and shall not be consolidated in any arbitration action with the claim of any other franchisee. The arbitration proceeding shall be administered by the American Arbitration Association (AAA) in accordance with the Federal Arbitration Act and the then prevailing Commercial Arbitration Rules of the AAA. The arbitrators shall neither have nor exercise any power to act as *amiable compositeur* or *ex aequo et bono*; or to award special, indirect, consequential, or punitive damages. The award shall be in writing, shall be signed by a majority of the arbitrators, and shall be accompanied by a reasoned opinion. Within thirty days of receipt of any award (which shall not be binding if an appeal is taken), any party may notify the AAA of an intention to appeal to a second arbitral tribunal, constituted in the same manner as the initial tribunal. None of the arbitrators who served on the original panel shall serve on the second tribunal. The appeal tribunal shall be entitled to adopt the initial award as its own, modify the initial award, or substitute its own award for the initial award. The appeal tribunal shall not modify or replace the initial award except for clear errors of law or because of clear and convincing factual errors. The award of the appeal tribunal shall be final and binding upon the confirmation thereof by a court of competent jurisdiction. Each party shall bear its own costs and expenses in connection with the arbitration, including, but not limited to, attorney fees. The administrative fees and arbitrators' fees shall be allocated equally between the parties. The arbitration proceedings shall take place in Hamilton County, Ohio. Any demand for arbitration must be made before the statute of limitations applicable to such a claim has run. Any dispute arising out of or in connection with this arbitration provision, including any question regarding its existence, validity, scope, or termination, shall be decided by arbitration.

(b) A party shall not have the right to appeal an award under subparagraph (a) of this Section unless the party: (i) fully cooperated in the exchange of information and discovery as ordered by the arbitration panel in the initial arbitration; (ii) attended all evidentiary hearings after due notice in the original arbitration; and (iii) paid all administrative fees, arbitrators' compensation, and other charges assessed or allocated to the party by the AAA in the original arbitration.

16.3 Exception to Arbitration. Notwithstanding the provisions of Section 16.2 above, if the amount in controversy in any dispute between Franchisor and Franchisee exceeds \$100,000 in the aggregate, Franchisor shall have the right to require that the matter be adjudicated in either the Common Pleas Court of Hamilton County, Ohio or the United States District Court for the Southern District of Ohio, in lieu of arbitration. If an arbitration demand has already been filed in connection with such a dispute, Franchisor shall have the right to remove the matter to such court.

16.4 **WAIVER OF JURY TRIAL**. EACH PARTY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER PARTY.

16.5 Punitive Damages. The parties agree to waive, to the fullest extent permitted by law, the right to or claim of any punitive, exemplary or multiple damages against the other and agree that, in the event of a dispute between them, each will be limited to the recovery of actual damages sustained by it.

16.6 **LIMITATION OF CLAIMS**. Except for:

- (i) claims arising from the underpayment, nonpayment, or overpayment of Royalties or National Branding Fees;
- (ii) claims based upon or arising from indemnification obligations, either under this Agreement, at law, or in equity; and
- (iii) claims for injunctive relief, including, by way of example, claims for injunctive relief relating to the use of the Marks or other intellectual property, obligations upon the termination or expiration of this Agreement, obligations under Articles 9, 10 or 15 of this Agreement, or an assignment of this Agreement or any ownership interest therein;

ANY AND ALL DISPUTES, CLAIMS, OR CONTROVERSIES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES SHALL BE BARRED UNLESS AN ARBITRATION OR LEGAL PROCEEDING IS COMMENCED BEFORE THE EARLIER OF: (1) THE DATE WHEN INSTITUTION OF LEGAL OR EQUITABLE PROCEEDINGS BASED ON SUCH CLAIMS WOULD BE BARRED BY APPLICABLE STATUTE OF LIMITATIONS; OR (2) ONE YEAR AFTER THE OCCURRENCE OF THE FACTS GIVING RISE TO SUCH CLAIMS.

ARTICLE 17

INDEPENDENT CONTRACTOR AND INDEMNIFICATION

It is understood and agreed that nothing in this Agreement shall create a partnership, employment or agency relationship between Franchisor and Franchisee, or authorize Franchisee to make any contract, agreement, warranty, or representation on Franchisor's behalf or to incur any debt or other obligation in Franchisor's name. Franchisor shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action by Franchisee. Franchisor shall not be liable to any third party for any act or omission of Franchisee in any of its operations hereunder (including, without limitation, any claim or action against Franchisee for negligent hiring) or any claim or judgment arising therefor against Franchisee. Franchisee shall indemnify and hold Franchisor harmless from and against any and all claims, debts, liabilities or obligations arising directly or indirectly from, as a result of or in connection with Franchisee's operation of the franchised

business, and shall pay all costs (including, without limitation, attorney and accountant fees) incurred by Franchisor in defending against and/or responding to them. FRANCHISEE SHALL DISPLAY PROMINENTLY AT ITS PLACE OF BUSINESS, ON ALL CORRESPONDENCE WITH THIRD PARTIES, AND IN ANY PRINTED MATERIALS BEARING ITS NAME OR BUSINESS LOCATION, A STATEMENT THAT THE FRANCHISED BUSINESS IS INDEPENDENTLY OWNED AND OPERATED BY FRANCHISEE.

ARTICLE 18

MISCELLANEOUS

18.1 Nature of Agreement. This Agreement, together with its exhibits, constitutes the entire Agreement between the parties with respect to the subject matter hereof and any prior agreements and understandings between the parties relating to the same subject are hereby superseded and merged into this Agreement. This Agreement may not be modified or amended except by written instrument signed by each of the parties hereto, expressing such amendment or modification. No failure on the part of any party hereto to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercises thereof or the exercise of any other right, power or remedy. Nothing in this Agreement or any related agreement entered into concurrently herewith is intended to disclaim representations made in Franchisor's Disclosure Document.

18.2 Benefit. This Agreement is binding upon and inures to the benefit of the parties and their respective legal representatives, successors, and assigns. This Agreement may not be assigned by Franchisee without the prior written consent of Franchisor.

18.3 Construction. This Agreement was accepted by Franchisor in Ohio. Except to the extent governed by the U.S. Trademark Act of 1946, the U.S. Copyright Act, the Federal Arbitration Act, and other federal statutes, the laws of the State of Ohio (without reference to Ohio conflict of laws principles) govern all aspects of this Agreement, excluding any law regulating the sale of franchises or business opportunities, or governing the relationship between a franchisor and a franchisee, unless the jurisdictional requirements of such laws are met independently without reference to this section; provided, however, that if any of the covenants contained in Article 15 of this Agreement would not be enforceable under the laws of Ohio and the franchised business is located outside of Ohio, then such covenants shall be interpreted and construed under the laws of the state in which the franchised business is located. Ohio law shall prevail in the event of any conflict of law, except as specifically provided otherwise by any applicable state franchise investment laws, rules or regulations. If any provision of this Agreement relating to termination, nonrenewal or assignment of the franchise or choice of law, jurisdiction or venue is inconsistent with any applicable state franchise investment law, rules or regulations, such applicable state law shall apply. Any addendum to this Agreement required by the regulatory authorities of any state for the purpose of disclosing salient provision of such state's law is hereby made a part hereof.

18.4 Jurisdiction and Venue. Subject to the provisions of Section 16.2 relating to the arbitration of disputes, each party hereby irrevocably agrees that all lawsuits between the parties and/or their affiliates shall be litigated only in courts having situs in Hamilton County, Ohio. Each party agrees that the following courts have personal jurisdiction over it in all lawsuits between the parties and/or their affiliates, irrevocably submits to the jurisdiction of these courts, and irrevocably waives any defense based upon lack of personal jurisdiction in any lawsuit filed in these courts: (a) all courts included within the state court system of the State of Ohio; and (b) all courts of the United States of America sitting within the State of Ohio, including, without limitation, all United States District Courts

within the State of Ohio. Each party agrees that venue shall be proper in any of the following courts in all lawsuits between the parties and/or their affiliates and irrevocably waives any right to transfer or change the venue in any lawsuit filed in these courts: (a) the state court of the county where Franchisor has its principal place of business (presently Hamilton County, Ohio); and (b) the United States District Court for the Southern District of Ohio, Western Division. If any of these courts are abolished, venue shall be proper in the state or federal court in Ohio that most closely approximates the subject matter jurisdiction of the abolished court as well as any of these courts that are not abolished. All lawsuits filed by either party or its affiliate against the other or its affiliate (whether or not in breach of the arbitration provisions of this agreement) must be filed exclusively in one of these courts, except that claims for injunctive relief may be brought where the defendant is located. These exclusive choice of jurisdiction and venue provisions shall not restrict the ability of the parties to confirm or enforce arbitration awards in any appropriate jurisdiction. In all lawsuits between the parties and/or their affiliates, Franchisee and its Principals consent to be served with process outside the State of Ohio in the same manner that service may be made within the State of Ohio by any person authorized to make service by the laws of the state, territory, possession or country in which service is made or by any duly qualified attorney in such jurisdiction. Franchisee and its Principals hereby waive any defense they may have based upon insufficiency of service of process relating to such service. This method of service shall not be the exclusive method of service available in such lawsuits, but shall be available in addition to any other method of service allowed by law.

18.5 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of any provision of this Agreement.

18.6 Notices. All payments shall be made to the addresses listed below. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing, shall be addressed as provided in this Section 18.6, shall be made by personal delivery, or by certified mail, postage prepaid, return receipt requested, by ordinary mail, postage prepaid, by overnight delivery service with proof of delivery, or by ~~electronic mail~~email, and shall be effective upon receipt or refusal thereof or forty-eight hours after deposit in the United States mail, postage prepaid.

(a) If to Franchisor:

G.C. Franchising Systems, Inc.
4755 Lake Forest Drive, Suite 100
Cincinnati, Ohio 45242

or to such other persons or address as Franchisor may from time to time furnish to Franchisee;

(b) If to Franchisee:

or to such other persons or address as Franchisee may from time to time furnish to Franchisor.

18.7 Severability.

(a) In the event that any provision of this Agreement, in whole or in part (or the application of any provision to a specific situation), shall be held, by the final judgment of a court of competent jurisdiction after appeal or the time for

appeal has expired, to be invalid, unenforceable or in violation of any federal, state or local law, regulation or ordinance applicable to this Agreement, such invalidity shall be limited to such specific provision or portion thereof (or to such situation), and this Agreement shall be construed and applied in such manner as to minimize such invalidity. All other provisions of this Agreement shall otherwise remain in full force and effect.

(b) If any applicable and binding law or regulation of any jurisdiction requires a greater prior notice of the termination of or refusal to renew this Agreement than is required hereunder, or the taking of some other action not required hereunder, or if under any applicable and binding law or regulation of any jurisdiction any provision of this Agreement or any specification, standard, or operating procedure prescribed by Franchisor is invalid or unenforceable, then the prior notice and/or other action required by such law or regulation shall be substituted for the comparable provisions hereof, and Franchisor shall have the unlimited right to modify such invalid or unenforceable provision, specification, standard, or operating procedure to the extent required to be valid and enforceable. Franchisor agrees to be bound by any promise or covenant imposing the maximum duty permitted by law that is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof, or from any specification, standard, or operating procedure prescribed by Franchisor, any portion or portions that a court may hold to be unreasonable and unenforceable in a final decision to which Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order. Any such modifications to this Agreement shall be effective only in such jurisdiction, unless Franchisor elects to give them greater applicability, and shall be enforced as originally made and entered into in all other jurisdictions.

18.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18.9 Survival of Covenants. All provisions of this Agreement which, by their terms, are intended to survive the termination or expiration of this Agreement (such as, by way of illustration and not limitation, the provisions relating to confidential information, indemnification, post-termination competition, and the Marks), and all provisions hereof necessary to enforce and interpret such provisions (such as, by way of illustration and not limitation, the provisions relating to arbitration and injunctive relief), shall survive the termination, expiration or cancellation of this Agreement or the Franchise granted hereunder.

18.10 No Third Party Beneficiaries. Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or entity not a party hereto.

~~18.11 Acknowledgment of Franchisee.~~

~~(a) Franchisee acknowledges receipt of Franchisor's Franchise Disclosure Document for Prospective Franchisees and exhibits thereto (including a list of franchisees, Franchisor's financial statements, and a copy of this Agreement) at least ten business days prior to the execution of this Franchise Agreement.~~

~~(b) Franchisee acknowledges and agrees that Franchisor's salesmen are not authorized to bind Franchisor in any way.~~

~~(c) FRANCHISEE ACKNOWLEDGES THAT THERE HAVE BEEN NO REPRESENTATIONS, WARRANTIES, INDUCEMENTS, PRO FORMAS, FORECASTS, ESTIMATES OR ANY OTHER INDUCEMENT OR STATEMENT MADE BY FRANCHISOR OR ITS AGENTS, SALESMEN, DIRECTORS, OFFICERS, OR EMPLOYEES, OR ANY OTHER SALESMEN OR OTHER PERSON OR ENTITY REGARDING FINANCING, NET PROFITS, GROSS PROFITS, NET SALES, GROSS SALES, COSTS OR EXPENSES OF FRANCHISOR'S FRANCHISES GENERALLY OR OF ANY SPECIFIC GROWTH COACH FRANCHISE, NOR HAS FRANCHISEE RELIED UPON ANY REPRESENTATIONS, WARRANTIES, INDUCEMENTS, PRO FORMAS, FORECASTS, ESTIMATES OR ANY OTHER INDUCEMENT OR STATEMENT MADE BY FRANCHISOR OR ITS AGENTS, DIRECTORS, OFFICERS, EMPLOYEES OR SALESMEN OR OTHER ASSOCIATES REGARDING FINANCING, NET PROFITS, GROSS PROFITS, NET SALES, GROSS SALES, COSTS OR EXPENSES OF FRANCHISOR'S FRANCHISES GENERALLY OR OF ANY SPECIFIC GROWTH COACH FRANCHISE OR WITH RESPECT TO ANY OTHER MATERIAL FACT RELATING TO THE DEVELOPMENT OF FRANCHISOR'S FRANCHISES IN THE AREA WHEREIN THE FRANCHISEE INTENDS TO LOCATE ITS GROWTH COACH FRANCHISE OR ANY OTHER MATTER PERTAINING TO FRANCHISOR.~~

~~(d) THERE IS NO OTHER AGREEMENT, REPRESENTATION OR WARRANTY MADE BY FRANCHISOR OR ANY OTHER ENTITY OR PERSON ASSOCIATED WITH FRANCHISOR OTHER THAN CONTAINED IN THIS AGREEMENT OR FRANCHISOR'S FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES.~~

18.1~~12~~ "Franchisee" Defined. The term "Franchisee" includes all persons who succeed to the interest of the original Franchisee by permitted transfer or operation of law, and will be deemed to include not only the individuals or entity defined as the "Franchisee" on the attached Exhibit A, but also all Principals of the entity that executes this Agreement. By signing this Agreement, each of the Principals of the entity that executes this Agreement as Franchisee acknowledges and accepts the duties and obligations imposed upon each of them, individually, by this Agreement. All Principals of the entity that executes this Agreement must, by separate agreement, personally guarantee all of Franchisee's obligations to Franchisor. If two or more individuals are the "Franchisee" under this Agreement, their liability to Franchisor is joint and several.

The parties are signing this Agreement on the dates below, the latest of which is the "Effective Date" of this Agreement.

G.C. FRANCHISING SYSTEMS, INC., Franchisor

By: _____

Date: _____

Its: _____

INDIVIDUAL FRANCHISEE(S):

Signature Date: _____

Signature Date: _____

CORPORATE/LIMITED LIABILITY COMPANY FRANCHISEE:

*[Name of corporation or limited liability
company]*

By: _____ Date: _____

Its: _____

FRANCHISE AGREEMENT
EXHIBIT A

IDENTIFICATION OF FRANCHISEE(S)

INDIVIDUAL FRANCHISEE(S)

Name: _____ Date of Birth: _____

Home Address (P.O. Box not acceptable): _____

City: _____ State: _____ ZIP: _____

Home Telephone: _____

Name: _____ Date of Birth: _____

Home Address (P.O. Box not acceptable): _____

City: _____ State: _____ ZIP: _____

Home Telephone: _____

ORGANIZATION FRANCHISEE

Check One: Corporation Limited Liability Company

Name of Organization: _____

Address: _____

City: _____ State: _____ ZIP: _____

Telephone: _____ EIN: _____

Date of Organization: _____ State of Organization: _____

Statutory/Registered Agent: _____

Address of Agent: _____

City: _____ State: _____ ZIP: _____

Officers _____

President: _____ Vice President: _____

Treasurer: _____ Secretary: _____

Shareholders/Members _____

Name: _____ Percentage of Ownership: _____

Home Address: _____

City: _____ State: _____ ZIP: _____

Home Telephone: _____

Name: _____ Percentage of Ownership: _____

Home Address: _____

City: _____ State: _____ ZIP: _____

Home Telephone: _____

Name: _____ Percentage of Ownership: _____

Home Address: _____

City: _____ State: _____ ZIP: _____

Home Telephone: _____

Name: _____ Percentage of Ownership: _____

Home Address: _____

City: _____ State: _____ ZIP: _____

Home Telephone: _____

The undersigned individual Franchisee, or each of the individual owners of a business entity Franchisee, hereby certify that the foregoing information is accurate and complete to the best of their knowledge and agree to notify Franchisor promptly of any change in any such information during the term of the Franchise Agreement to which this Exhibit A is attached.

Signature

Signature

Date: _____

Date: _____

Signature

Signature

Date: _____

Date: _____

FRANCHISE AGREEMENT
EXHIBIT B

The Territory described in Section 1.2 of the Franchise Agreement to which this Exhibit B is attached consists of the following postal codes located in the State of _____:

This Exhibit B is attached to, incorporated in and made a part of said Franchise Agreement between Franchisor and Franchisee.

The parties are signing this Exhibit as of the dates below.

G.C. FRANCHISING SYSTEMS, INC., Franchisor

By: _____

Date: _____

Its: _____

INDIVIDUAL FRANCHISEE(S):

Signature

Date: _____

Signature

Date: _____

CORPORATE/LIMITED LIABILITY COMPANY FRANCHISEE:

[Name of corporation or limited liability company]

By: _____

Date: _____

Its: _____

EXHIBIT G

PERSONAL GUARANTY

IN CONSIDERATION for, and as an inducement for G.C. Franchising Systems, Inc. ("*Franchisor*") to enter into the Franchise Agreement to which this Guaranty is attached (the "*Franchise Agreement*"), the undersigned ("*Guarantors*") hereby jointly and severally guarantee to the Franchisor, and to the Franchisor's successors and assigns: (a) the timely payment of all franchise and other fees, charges, and interest provided for in the Franchise Agreement; and (b) the timely performance of all of the provisions of the Franchise Agreement, including the restrictions on competition imposed by sections 15.2 and 15.3 of the Franchise Agreement (and including all renewals of the Franchise Agreement, if any). Guarantors further specifically agree to be individually bound by all covenants, obligations and commitments of the Franchisee contained in the Franchise Agreement to the same extent as if each of the Guarantors had individually executed the Franchise Agreement as Franchisee.

Guarantors understand and agree that any modification of the Franchise Agreement, including any addendum or addenda thereto, or waiver by the Franchisor of the performance by the Franchisee of its obligations thereunder, or the giving by the Franchisor of any extension of time for the performance of any of the obligations of the Franchisee thereunder, or any other forbearance on the part of the Franchisor or any failure by the Franchisor to enforce any of its rights under the Franchise Agreement, including any addendum or addenda thereto, shall not in any way release Guarantors from liability hereunder or terminate, affect or diminish the validity of this Guaranty, except to the same extent, but only to such extent, that the liability or obligation of the Franchisee is so released, terminated, affected or diminished. Notice to Guarantors of any such modification, waver, extension or forbearance under the terms thereof is hereby waived.

Guarantors hereby waive any and all notice of default on the part of the Franchisee; waive exhausting of recourse against the Franchisee; and consent to any assignment of the Franchise Agreement, in whole or in part, that the Franchisor or its assignees may make. Guarantors agree to pay all costs, including reasonable attorneys' fees, incurred by Franchisor to collect or otherwise enforce the terms of this Guaranty. This Guaranty has been delivered in the State of Ohio, and shall be construed and enforced in accordance with the laws thereof. Jurisdiction and venue in any action to enforce this Guaranty shall be in any state or federal court within the State of Ohio in the judicial district where Franchisor has its principal place of business. Guarantors consent to the exercise of personal jurisdiction by any such court and waive any defense of lack of personal jurisdiction or improper venue.

Guarantor

Guarantor

Date: _____

Date: _____

Franchisee: _____

Franchise No. _____

RESTRICTIVE COVENANT AGREEMENT

FRANCHISE NO. _____

This agreement is between G.C. Franchising Systems, Inc. ("Franchisor"), an Ohio corporation, _____ ("Franchisee"), and _____ and _____ (each individually a "Covenantor" and collectively "Covenantors").

RECITALS:

A. Pursuant to a Franchise Agreement dated eveny herewith or to an Assignment Agreement assigning the Franchise Agreement from Covenantor(s) to Franchisee, G.C. Franchising Systems, Inc. licensed Franchisee to operate a business coaching and consulting business, using Franchisor's unique franchise system and Franchisor's trade name and service mark GROWTH COACH® and other proprietary marks.

B. Each Covenantor is an owner, director, or officer of Franchisee.

C. Franchisor has expended substantial amounts of time and money in developing the Marks and Franchisor's distinctive franchise system, including, without limitation, unique sales and marketing methods, pricing techniques, promotional materials, new product development, financial information, and procedures for the efficient operation of a Franchise, all of which Covenantor acknowledges to be confidential and proprietary information.

D. In connection with the operation of the Franchised Business, Covenantors will individually and collectively have access to such confidential and proprietary information.

E. As a condition precedent to granting the Franchise to Franchisee, and in order to prevent Covenantors from competing unfairly with Franchisor, Franchisee, and other Growth Coach franchisees, all owners, directors, officers, and managers of Franchisee must agree to the covenants containe~~d~~ herein.

THEREFORE, each Covenantor hereby agrees as follows:

1. Confidentiality. Each Covenantor acknowledges the proprietary and confidential nature of Franchisor's Operations Manual, unique sales and marketing methods, pricing techniques, promotional materials, new product/service development, financial information, customer or referral lists, procedures for the efficient operation of a Growth Coach Franchise, and any other methods, procedures, processes, techniques, information, knowledge, or know-how concerning Franchisor's franchise system or Franchisee's Franchise in particular that may not be commonly known to the public or to Franchisor's or Franchisee's competitors and that Franchisor or Franchisee have identified or may identify as proprietary and confidential information ("Trade Secrets"). Each Covenantor shall use such Trade Secrets solely for Franchisee's benefit and shall not, during the term of the Franchise Agreement or at any time thereafter, communicate, divulge, or use any Trade Secrets to or for ~~the~~-benefit of any other person, partnership, association or entity.

2. Intellectual Property. Each Covenantor acknowledges Franchisor's right, title, and interest in and to the service mark GROWTH COACH®, Franchisor's logo, and certain other proprietary service marks, logos, symbols, and trade names presently used by Franchisor or that Franchisor may hereafter use or provide for use by Franchisee, and the identification, schemes, standards, specifications, operating procedures, and other

concepts embodied in Franchisor's franchise system (the "Marks"). Covenantor further acknowledges that any use of the Marks outside the scope of the Franchise Agreement without Franchisor's prior written consent would be an infringement of Franchisor's rights in the Marks. Covenantor expressly covenants that he or she shall not, directly or indirectly, commit an act of infringement or contest, or aid in contesting, the validity or ownership of the Marks or take any other action in derogation thereof during the term of the Franchise Agreement or after the expiration or termination thereof.

3. Covenants During Term of Franchise Agreement. Each Covenantor agrees that, so long as the Franchise Agreement is in effect, he or she shall not, either directly or indirectly, for him or herself or through, on behalf of, or in conjunction with, any other person (including a spouse, child, parent, or sibling of a Covenantor) (~~each of~~ which is a "Covered Person" for purposes of this agreement):

(a) divert or attempt to divert any business or client of the Franchised Business or of any other Growth Coach Franchisee to a Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial ~~to the~~ goodwill associated with the Marks and the Operating System;

(b) aid, assist, provide goods or services to (whether as an employee or ~~inde~~pendent contractor), or loan money to any Competitive Business;

(c) own, maintain, engage in, operate, or have any interest in a Competitive Business, except as may be authorized under another franchise ~~agreement~~ in effect between Franchisee (or Covenantor) and Franchisor;

(d) promote, sell, or provide for compensation any Permitted Products or Services, or otherwise operate the Franchised Business, within a protected territory licensed to another Growth Coach Franchisee (except as may be expressly permitted by the Franchise Agreement or the Manual), or otherwise infringe upon rights granted under franchise ~~ag~~reements between Franchisor and other Growth Coach Franchisees; or

(e) take any action injurious or prejudicial to the ~~Oper~~ating System.

4. Covenants After Termination of Franchise Agreement.

(a) Each Covenantor agrees that he or she shall not, ~~for a~~ continuous and uninterrupted period commencing upon the earlier of:

(i) the expiration of the Franchise Agreement,

(ii) ~~the~~ termination (regardless of the cause) of the Franchise Agreement, or

(iii) the termination of Covenantor's relationship with Franchisee (as defined in section 4(d)) for any reason,

and ending on the second anniversary thereof (the "Restrictive Period"), directly or indirectly, for him/~~hers~~elf or through, on behalf of, or in conjunction with a Covered Person:

(1) except as may be authorized under another franchise agreement in effect between Franchisee (or Covenantor) and Franchisor (including a successor agreement upon the renewal of the Franchise granted under the Franchise Agreement), own, maintain, operate,

engage in, or have any interest in a Competitive Business that is or is intended to be located, or that operates, in or within ~~in~~ 15 miles of the geographical boundaries of Franchisee's Territory; or

(2) except as may be authorized under another franchise agreement in effect between Franchisee (or Covenantor) and Franchisor (including a successor agreement upon the renewal of the Franchise granted under the Franchise Agreement), own, maintain, operate, engage in, or have any interest in a Competitive Business that is or is intended to be located, or that operates, in or within 15 miles of the geographical boundaries of any other Growth Coach Franchisee's protected territory; or

(3) be employed by, or be engaged on a self-employed basis in, a Competitive Business that is or is intended to be located, or that operates, in or within ~~in~~ 15 miles of the geographical boundaries of Franchisee's Territory; or

(4) be employed by, or be engaged on a self-employed basis in, a Competitive Business that is or is intended to be located, or that operates, in or within 15 miles of the geographical boundaries of any other Growth Coach Franchisee's protected territory; or

(5) divert or attempt to divert any business or client of the Franchised Business to a Competitive Business or, for the benefit of a Competitive Business, have any commercial dealings with or solicit the custom of anyone who was a client of or received services from the Franchised Business at any time during ~~the~~ one-year period prior to the beginning of the Restrictive Period; or

(6) except as may be authorized under another franchise agreement in effect between Franchisee (or Covenantor) and Franchisor (including a successor agreement upon the renewal of the Franchise granted under the Franchise Agreement), promote, sell, procure, provide or solicit referrals for, or offer to sell, procure, provide or solicit referrals for any Permitted Products or Services or any other products or services that are offered in the Franchised Business, from any Shared Referral Sources or in or within 15 miles of the geographical boundaries of Franchisee's or any other Growth Coach Franchisee's Territory; or

(7) sell, assign or otherwise transfer any of the assets used in the Franchised Business (including the title or right to possession of the Franchise Premises), or transfer any Ownership Interest in Franchisee, to a third party which, in either case, would enable the third party to directly or indirectly carry on business activities that, if ~~carried~~ on by a Covered Person, would be a breach of this section 4(a).

(b) This section 4 will not apply to the beneficial ownership by Covenantor of less than 1% of the outstanding equity securities of any ~~company~~ that is registered under the Securities and Exchange Act of 1934.

(c) The time period referred to in subparagraph 4(a) will be stayed during any violation or breach of the terms thereof. The covenants in this section ~~4~~ will survive the expiration, termination, or transfer of this agreement.

(d) If Covenantor is an Owner of Franchisee, "the termination of Covenantor's relationship with Franchisee" occurs upon a Transfer of Covenantor's entire Ownership Interest in Franchisee. If Covenantor is an officer, director or manager of Franchisee, "the termination of Covenantor's relationship with Franchisee" occurs upon Covenantor's

termination or resignation as officer, director or manager. If Covenantor has more than one relationship with Franchisee (e.g., Covenantor is both a Principal and an officer of Franchisee), “the termination of Covenantor’s relationship with Franchisee” occurs upon the termination of Covenantor’s last relationship with Franchisee.

5. The parties agree that the full extent of the damages that Franchisor will incur if a Covenantor fails to comply with their obligations under section 3 or 4 is difficult to ascertain, but the parties nevertheless desire certainty in this matter. Accordingly, if a Covenantor breaches or fails to comply with any of the provisions of section 3 or 4, they shall pay Franchisor, as liquidated damages and not as a penalty, a royalty equal to 15% of the gross amount of all income, sales, salary, wages, fees, dividends, distributions, and other compensation received or earned by Covenantor or any Covered Person, or to which any of those parties becomes entitled, as the result of the breach or noncompliance. The parties further agree that the royalty required by this paragraph is reasonable in light of the damages that Franchisor will incur. This payment is not exclusive of any other remedies that Franchisor may have, including equitable remedies, attorneys’ fees, and costs.

6. Definition of Competitive Business. “Competitive Business” means a business (i) that offers, provides or sells any of the Permitted Products or Services; or (ii) that offers, provides or sells any products or services similar to those offered as part of the Operating System; or (iii) in which Trade Secrets could be used to the disadvantage of Franchisor, Franchisee, or another Growth Coach Franchise; or (iv) that offers, provides or sells products or services that are otherwise competitive with or may be considered an alternative to any products or services offered by Growth Coach Franchises; or (v) that franchises or licenses others to do any of the foregoing. Services that are “otherwise competitive with or may be considered an alternative” to services offered by Growth Coach Franchises include services that offer or provide alternatives to business coaching and consulting services or other Permitted Products or Services.

7. Reasonableness of Covenants. Each Covenantor acknowledges and agrees that the geographic and temporal restrictions imposed by sections 3 and 4 on his or her ability to compete with Franchisor, Franchisee and other Growth Coach Franchisees are reasonable and necessary to protect Franchisor’s and Franchisee’s business interests in the relevant markets. Each Covenantor also acknowledges and agrees that he/she has sufficient resources, business experience, and opportunities to earn an adequate living while complying with the terms of those restrictions.

8. Reduction of Covenants by Franchisor. Each Covenantor acknowledges and agrees that Franchisor has the right, in its sole discretion, to reduce the scope of any covenant in sections 1 through 4, or any portion thereof, without Franchisee’s or either Covenantor’s consent, effective immediately upon receipt by Covenantor of written notice, and Covenantor shall comply forthwith with any covenant as so modified, which will be fully enforceable notwithstanding the provisions of section 12.

9. Injunctive Relief. Each Covenantor acknowledges that his/her violation of any of the covenants contained in this agreement would result in irreparable injury to Franchisor and Franchisee, for which no adequate remedy at law may be available, and accordingly consents to the issuance of, and agrees to pay all court costs and reasonable attorney fees incurred by Franchisor or Franchisee in obtaining, an injunction enjoining any conduct by Covenantor prohibited by the terms of this agreement. This remedy will be in addition to ~~any and~~ all other remedies that may be available to Franchisor or Franchisee.

10. Severability. Each of the covenants in this agreement contain different but overlapping restrictions that are to be enforced simultaneously whenever permitted by Applicable Laws and

construed as severable and independent of any other covenant or provision of this agreement. If all or any portion of a covenant contained herein is held to be unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which either Franchisee or Franchisor is a party, each Covenantor expressly agrees to be bound by any lesser covenants subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenants were separately stated in and made a part of this agreement, ~~and~~ the remaining provisions of this agreement will be unaffected thereby.

11. No Waiver. No failure of one party to exercise any power reserved to it under this agreement, or to insist upon strict compliance by another party with any provision of this agreement, and no custom or practice of the parties in variance with the terms of this agreement, constitutes a waiver of a party's right to demand exact compliance with the terms of this agreement. A waiver by one party of any breach or nonperformance by another party is not binding unless in writing and executed by the party sought to be charged, and does not affect or impair the non-breaching party's right with respect to any subsequent breach or nonperformance of the same or of a different nature; nor does any delay, waiver, forbearance, or omission of one party to exercise any power or right arising out of any breach or nonperformance by another party of any provision of this agreement, affect or impair the non-breaching party's rights, nor shall such constitute a waiver by the non-breaching party of any right under ~~this~~ agreement or of the right to declare any subsequent breach or default.

12. Modification. Except as provided in section 8, this agreement may be ~~modified~~ or amended only by a written instrument signed by all of the parties.

13. Assignment. This agreement may not be assigned by any party without the prior written consent of the other parties, except that Franchisor may, without the other parties' consent, assign this agreement to an affiliate or pursuant to a corporate reorganization, merger, acquisition, sale of all or substantially all of its assets to which this agreement relates, or other business combination transaction. No assignment will be effective unless the assignee agrees in writing to assume all rights and obligations under this agreement.

14. Governing Law. The laws of the State of Ohio will govern all aspects of this agreement.

15. Jurisdiction. Franchisor may enforce the terms of this agreement in an action filed in any state or federal court located in the State of Ohio in the judicial district in which Franchisor has its principal place of business (presently Hamilton County, Ohio), and Franchisee and each Covenantor hereby irrevocably consent to the exercise of personal jurisdiction by any such court and irrevocably waive all defenses based upon lack of personal jurisdiction, improper venue, or inconvenient forum for purposes of carrying out this provision.

16. Construction. In this agreement, the words "include," "includes" and "including" are to be construed to include the words "without limitation", and the word "person" includes corporations, limited liability companies, partnerships of any kind, joint ventures, unincorporated associations, estates, trusts, charitable organizations, governments, governmental bodies and agencies, commissions, and all other entities and organizations, as well as individuals. Capitalized terms used but not defined in this agreement are used as defined in the Franchise Agreement.

17. Counterparts; Electronic Signatures. This agreement may be executed in two or more counterparts, each of which will be an original, but all of which together constitute one and the same instrument. The parties agree that this agreement may be electronically signed and that an electronic or facsimile signature, including a photocopied, faxed or electronically reproduced (such

as PDF) copy of a handwritten signature, is binding for all purposes to the same extent as an original handwritten signature with regard to this agreement or any amendment hereto.

The parties are signing this agreement as of the dates below.

G.C. FRANCHISING SYSTEMS, INC., Franchisor:

Date: _____

By: _____

Title: _____

Franchisee:

Date: _____

By: _____

Title: _____

Date: _____

Covenantor

Date: _____

Covenantor

DURABLE IRREVOCABLE POWER OF ATTORNEY
[Individual Franchisee]

THIS POWER OF ATTORNEY is executed by each of the undersigned individual(s) (the "Principals") in favor of G.C. FRANCHISING SYSTEMS, INC., an Ohio corporation ("Franchisor").

PREAMBLE:

- A. Franchisor does business under, and licenses independently owned franchisees to use the name GROWTH COACH.
- B. Franchisor owns and has registered the trademark GROWTH COACH with the United States Patent and Trademark Office (Reg. Nos. 2,436,120, 3,514,588 and 5,860,366).
- C. Under a Franchise Agreement dated _____, Franchisor granted the Principals the limited right to operate a business coaching and consulting business (a "GROWTH COACH Franchise") using Franchisor's Marks (defined in the last paragraph of this instrument) and unique business format.
- D. The Principals' use of Franchisor's Marks under the Franchise Agreement is conditioned upon, among other things, the execution of this Power of Attorney by all the Principals.
- E. Each of the Principals acknowledges that Franchisor has the right and the obligation to control the use of its trademarks, and that the purpose of this Power of Attorney is to protect Franchisor's rights in its Marks.

THEREFORE, to induce Franchisor's execution of the Franchise Agreement and as additional consideration for the rights granted to the Principals thereunder, each Principal does hereby irrevocably constitute and appoint Franchisor as its true and lawful attorney-in-fact and agent, in the Principal's individual name, place and stead, to do or cause to be done all things, and to execute, acknowledge, certify, deliver, accept, record and file all agreements, certificates, instruments and documents, as may be necessary or advisable for the purpose of transferring to Franchisor, or to any person or entity designated by Franchisor in its sole and unfettered discretion, all of the Principal's rights and interest in, title to, and control over:

- 1. Each of the following telephone numbers, each of which is or has been used in connection with the GROWTH COACH Franchise operated by the Principal:

		;
--	--	---

- 2. All other telephone numbers that, at any time after the date of this Power of Attorney, have been used in connection with a GROWTH COACH Franchise operated by the Principal;
- 3. All Yellow Pages, White Pages, online directories, and other business listings that display or contain any of the telephone numbers listed or described in paragraphs 14 or 22 above;
- 4. All web sites, web pages, social media pages, web logs, banners, URLs, domain names, advertisements (including pay-per-click and Google keyword search programs and similar advertising programs), and other services and hyperlinks that (i) contain or display any of Franchisor's Marks, or (ii) use any of Franchisor's Marks as search keywords or metatags, or (iii) promote or relate to any GROWTH COACH Franchise, or (iv) link to or from Franchisor's web site (currently www.thegrowthcoach.com) or any other web site or web page owned, established, or controlled by Franchisor or its other franchisees; and
- 5. All comments or postings by the Principal on any web site, web page, social media site, web log, forum, or discussion group, if the comment or posting contains or references any of Franchisor's Marks or a hyperlink to or from Franchisor's web site (currently www.thegrowthcoach.com) or any other web site or web page owned, established, or controlled by Franchisor or its other franchisees.

Each Principal hereby grants Franchisor full power and authority to transfer, modify, cancel or remove any service, listing, link, registration or posting described above and to execute and deliver on the Principal's behalf any Transfer of Service Agreement and all other transfer documentation required by any telephone service provider, Internet service provider, ~~electronic mail~~ email service, domain registrar, online directory, communication provider, search engine, regulatory agency or other provider of services, or any other party.

Each Principal further grants Franchisor full power and authority to cancel, revoke and remove any trade name, assumed name, fictitious name, business name, trademark or equivalent registration filed in the name of the Principal with the Secretary of State, Attorney General, Department of Commerce, or other agency or office of any state, or filed with the clerk or recorder of any county of any state, if the registration includes the names GROWTH COACH or any of Franchisor's other Marks, and to execute and deliver on the Principal's behalf any cancellation, termination or modification request and all other documentation required by any such state or county office or any other party.

Each Principal further grants Franchisor full power and authority to do and perform any and all acts and things that, in Franchisor's sole and unfettered discretion, are necessary or advisable to be done in order to carry out the purposes of this Power of Attorney, as fully to all intents and purposes as the Principal might or could itself do, hereby ratifying and affirming all that Franchisor may lawfully do or cause to be done by virtue of this Power of Attorney and the powers herein granted.

During the term of this Power of Attorney, and regardless of whether a Principal has designated any other person to act as its attorney-in-fact or agent, no one dealing with Franchisor is required to ascertain the Franchisor's authority, see to the performance of the agency, or be responsible in any way for the proper application of funds or property paid or delivered to Franchisor or for the proper exercise of the authority granted to Franchisor hereunder. Anyone dealing with Franchisor shall be fully protected in acting and relying on Franchisor's certification that this Power of Attorney has not been revoked and is in full force and effect as of the date of such certification, and no Principal shall take any action against anyone who acts in reliance on such a certification or a copy of this Power of Attorney. Any instrument or document executed by Franchisor on behalf of any Principal will be deemed to include such a certification by Franchisor, whether or not expressed. This paragraph will survive the expiration of this Power of Attorney.

This Power of Attorney will expire on the twelfth anniversary of the date of the Franchise Agreement (indicated in paragraph [CG](#) of the Preamble above). The expiration of this Power of Attorney will not affect the validity of any act of Franchisor that occurred before the date of expiration.

This instrument is to be construed and interpreted as an irrevocable Power of Attorney coupled with an interest. This Power of Attorney is a durable Power of Attorney and shall not be affected by the disability of any Principal or the lapse of time. The death of a Principal shall not revoke the power, authority or acts and actions of Franchisor who, without knowledge of the Principal's death, continues to act in good faith under this Power of Attorney, and any such actions so taken shall inure to the benefit of and be binding upon the Principal's heirs, successors, personal representatives and assigns. This Power of Attorney is delivered in the State of Ohio and the laws of the State of Ohio govern all questions as to the validity of this Power of Attorney and the construction of its provisions.

As used in this instrument, the term "Franchisor's Marks" means Franchisor's registered GROWTH COACH trademark and other trademarks owned by Franchisor. Throughout this instrument the singular includes the plural and vice versa and the masculine includes the feminine or neuter and vice versa, wherever and whenever the context may require.

PRINCIPALS

Signature

Signature

Date: _____

Date: _____

EXECUTION OF THIS INSTRUMENT BY EACH PRINCIPAL MUST BE NOTARIZED

STATE OF _____, COUNTY OF _____

On _____, before me, a Notary Public in and for said county and state, personally appeared _____, known to me or proven to me by satisfactory evidence to be the person whose name is subscribed to the foregoing instrument as Principal, and acknowledged the signing thereof to be his/her voluntary act and deed for the uses and purposes described therein.

NOTARY PUBLIC

STATE OF _____, COUNTY OF _____

On _____, before me, a Notary Public in and for said county and state, personally appeared _____, known to me or proven to me by satisfactory evidence to be the person whose name is subscribed to the foregoing instrument as Principal, and acknowledged the signing thereof to be his/her voluntary act and deed for the uses and purposes described therein.

NOTARY PUBLIC

G.C. FRANCHISING SYSTEMS, INC.,
Franchisor

By: _____

Title: _____

Date: _____

Reserved

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EXHIBIT L

GROWTH COACH® ASSIGNMENT AGREEMENT¹⁰

THIS ASSIGNMENT AGREEMENT, executed this _____ day of _____, 20____ by and among **G.C. FRANCHISING SYSTEMS, INC.**, an Ohio corporation (“Franchisor”), _____, individual residents of the State of _____ (“Assignor”), and _____, a(n) _____ corporation [or limited liability company] (“Assignee”);

W I T N E S S E T H:

WHEREAS, Franchisor and Assignor entered into a Franchise Agreement on _____, 20____ (the “Franchise Agreement”), pursuant to which Franchisor licensed Assignor to operate a business management and personal development coaching and consulting business using Franchisor’s registered service mark and trade name “*Growth Coach*®” and Franchisor’s business format; and

WHEREAS, Assignor owns _____% of the issued and outstanding stock [or ownership units] of Assignee; and

WHEREAS, Assignor desires to assign, transfer, and delegate to Assignee all of Assignor’s rights and obligations under the Franchise Agreement; and

WHEREAS, Assignee desires to assume all of Assignor’s rights and obligations under the Franchise Agreement;

NOW THEREFORE, in consideration of the ~~mutual~~ promises and conditions contained herein, the parties agree as follows:

1. **Assignment.** Assignor assigns, conveys, and transfers to Assignee all of Assignor’s rights, title, and interest in and to the Franchise Agreement and the franchise granted therein. Assignee assumes and undertakes to perform all of Assignor’s obligations and liabilities under the Franchise Agreement and ~~agrees~~ to comply with and be bound by all the terms and conditions thereof.

2. **Consent of Franchisor.** Franchisor consents to the assignment, in accordance with the terms contained herein, to Assignee of Assignor’s interest in the Franchise Agreement and the franchise granted therein.

3. **Guaranty by Assignor.** The assignment to Assignee of Assignor’s interest in the Franchise Agreement shall not relieve Assignor from any liability or obligation contained therein. Assignor specifically guarantees to Franchisor the prompt payment of all royalty and other fees required to be paid by the Franchisee under the Franchise Agreement, and the performance of all the provisions of the Franchise Agreement for and during the term thereof (including any renewals or extensions thereof). Assignor acknowledges that he/she shall continue to be bound by all covenants, obligations, and commitments of the Franchisee contained in the Franchise Agreement including, without ~~limitation~~, those covenants contained in Article 15 of the Franchise Agreement.

¹⁰ This Assignment Agreement is required only if you sign your franchise agreement individually rather than in the name of a business entity.

4. **Representations of Assignee.** In order to induce Franchisor ~~to~~ consent to the assignment by Assignor, Assignee represents as follows:

(a) The assumption of Assignor's obligations under the Franchise Agreement and the execution of this Assignment Agreement have been duly authorized ~~and~~ approved by Assignee's Board of Directors [~~or~~ Managing Member]; and

(b) Assignor is the owner of _____% of the issued and outstanding capital stock [~~or~~ ownership units] of Assignee.

5. **Release.** By execution of this agreement, Assignor and Assignee, their respective members, shareholders, directors, agents, and employees, hereby release Franchisor, its shareholders, directors, officers, employees, affiliates, agents, successors and assigns (the "Released Parties"), from any and all debts, claims, demands, damages, losses, liabilities, actions, causes of action, awards, and suits of any kind, known or unknown, that they may now have against the Released Parties up to and including the final date of execution of this agreement.

IN WITNESS WHEREOF, the parties executed this Assignment Agreement, or caused it to be executed by their duly authorized agent, as of the date first set forth above.

G.C. FRANCHISING SYSTEMS, INC.

By: _____

ASSIGNOR(S)

[Individual(s)]

[Individual(s)]

ASSIGNEE

Print Corporation or Company Name

President [~~or~~ Managing Member]

EXHIBIT M

FRANCHISEE ACKNOWLEDGMENT STATEMENT

As you are aware, you have or are preparing to enter into a Franchise Agreement with G.C. FRANCHISING SYSTEMS, INC. (Franchisor) for the operation of a Growth Coach® franchise. The purpose of this questionnaire is to determine whether any statements or promises were made to you, either verbally or in writing, that the Franchisor did not authorize and that may be untrue, inaccurate, or misleading. Please read each of the following questions carefully and provide honest and complete responses to each question.

1. Did you receive a copy of Franchisor's Franchise Disclosure Document at least 14 days before you signed the Franchise Agreement ~~or~~ remittance form or paid any consideration for the franchise?

Yes _____ No ~~Ne~~ _____

2. Did you read the franchise contracts and their exhibits?

Yes _____ No _____

3. Did you understand everything in the franchise contracts and their exhibits?

Yes _____ No _____

If "No," what parts of the franchise contracts or their ~~ir~~ exhibits do you NOT understand? (Attach additional pages if necessary.)

4. Have you discussed your purchase of a Growth Coach franchise ~~ise with~~ an attorney, accountant, or other professional advisor?

Yes _____ No _____

5. If you answered "No," to question 4, do you understand that you may ~~consult~~ with an attorney, account, or other professional advisor?

Yes _____ No _____

6. Do you understand ~~the risks of~~ investing in and operating a Growth Coach franchise?

Yes _____ No _____

7. Do you understand that the success or failure of your Growth Coach franchise will depend in large part upon your skills and abilities, the number of hours you are willing to work, competition from other businesses, interest rates, the general state of the economy, inflation, labor and supply costs, and other general economic and business factors?

Yes _____ No _____

NOTE: QUESTIONS 8 THROUGH 13 DO NOT APPLY TO ANY INFORMATION YOU WERE GIVEN DIRECTLY BY A GROWTH COACH FRANCHISEE.

Has any employee of Franchisor or other person speaking on behalf of Franchisor made any written or oral statement or promise regarding:

8. . . . the actual revenue or profits of a Growth Coach franchise that is contrary to or different from the information in the Disclosure Document?

Yes _____ No _____

9. . . . the amount of money you can earn operating a Growth Coach franchise that is contrary to or different from the information in the Disclosure Document?

Yes _____ No _____

10. . . . the amount of sales revenue you can earn operating a Growth Coach franchise that is contrary to or different from the information in the Disclosure Document?

Yes _____ No _____

11. . . . your initial investment to open a Growth Coach franchise or the costs you may incur in operating a Growth Coach franchise, that is contrary to or different from the information in the Disclosure Document?

Yes _____ No _____

12. . . . the advertising, marketing, training, support services, or assistance that Franchisor will provide you that is contrary to or different from the information in the Franchise Disclosure Document?

Yes _____ No _____

13. . . . any other aspect of a Growth Coach franchise that is contrary to or different from the information in the Disclosure Document?

Yes _____ No _____

If you answered "Yes" to any of Questions 8 through 13, please provide a full explanation of your answer in the following space (attach additional pages if necessary and refer to them in the space below). If you answered "No" to every Question 8 through 13, please leave the following space blank.

You understand that your answers are important to us and that we will rely on them in entering into the Franchise Agreement with you.

NOTHING IN THIS DOCUMENT IS TO BE CONSTRUED AS A RELEASE, ESTOPPEL OR WAIVER OF ANY LIABILITY OR OBLIGATION IMPOSED BY A STATE FRANCHISE OR INVESTMENT LAW.

By signing below, you represent that you have responded truthfully to the above questions.

Date: _____

Signature

Date: _____

Signature

STATE-SPECIFIC ADDITIONAL DISCLOSURES AND RIDERS

The following are additional disclosures and/or riders required by certain state franchise laws. A particular state's disclosures/riders only apply if you are covered by that state's franchise law.

CALIFORNIA

The following additional disclosures are required by the California Franchise Relations Act:

We will comply with all appropriate laws governing any direct financing offered by us to you, including, if applicable, the California Finance Lenders Law.

California law may require an interest rate lower than 18%, in which case the interest rate will be the highest rate allowed by law.

The maximum rate of interest permitted in California may fluctuate below 10%.

California Business and Professions Code Sections 20000 through 22243 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

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

The franchise agreement requires binding arbitration. The arbitration will occur in Hamilton County, Ohio, and the fees and expenses for arbitration shall be paid by the losing party. This provision may not be enforceable under California law. California Business and Professions Code Sections 20000 through 22243 provide rights to the franchisee concerning the arbitration of disputes between the franchisee and franchisor. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

California Business and Professions Code Sections 20000 through 22243 provide rights to the franchisee concerning the choice of forum for disputes between the franchisee and the franchisor. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

The Franchise Agreement requires application of the laws of the State of Ohio. This provision may not be enforceable under California law. California Business and Professions Code Sections 20000 through 22243 provide rights to the franchisee concerning the choice of which state's law governs your franchise agreement. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

The following URL address is for the franchisor's website: www.thegrowthcoach.com

Neither the franchisor nor any person or franchise broker disclosed in Item 2 of the Franchise Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in that association or exchange.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under California law.

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

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.

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

Franchisor shall postpone payment of the initial franchise fee until after Franchisor's initial obligations are complete.

THE FRANCHISOR'S WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

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.

CALIFORNIA ADDENDUM TO FRANCHISE AGREEMENT

The Franchise Agreement to which this Addendum is attached is hereby amended as follows to comply with the California Franchise Relations Act:

1. Section 16.2 is amended by the addition of the following sentences:

“California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning the arbitration of disputes between the franchisee and franchisor. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.”

2. Section 18.3 is amended by the addition of the following sentences:

“California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning the choice of which state’s law governs your franchise agreement. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.”

3. Section 18.4 is amended by the addition of the following sentences:

“California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning the choice of forum for disputes between the franchisee and the franchisor. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.”

4. No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee’s investment. Any statements or representations signed by a franchisee purporting to understand any fact or its legal effect shall be deemed made only based upon the franchisee’s understanding of the law and facts as of the time of the franchisee’s investment decision. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

5. Franchisor shall postpone payment of the initial franchise fee until after Franchisor’s initial obligations are complete.

6. Franchisor and Franchisee hereby ratify and affirm the Franchise Agreement in all other respects.

The parties are signing this addendum concurrently with the Franchise Agreement to which it is attached.

FRANCHISEE(S):

G.C. FRANCHISING SYSTEMS, INC.

Signature

By: _____

Signature

Its: _____

HAWAII

The following additional disclosures are required by the Hawaii Franchise Investment Law:

1. The following list reflects the status of our franchise registrations in the states which have franchise registration laws:

- This registration is effective in the states of California, Florida, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, Nebraska, New York, South Dakota, Texas, Utah, Virginia, Washington, and Wisconsin.
- There are no other states in which a proposed registration or filing is or will be on file.
- There are no states which have refused, by order or otherwise, to register these franchises.

2. There are no states which have revoked or suspended the right to offer these franchises.

3. The release required as a condition of renewal, assignment, and transfer will not apply to any liability arising under the Hawaii Franchise Investment Law.

4. Payment of initial franchise fees/development fees will be deferred until Franchisor has met its initial obligations to franchisee and franchisee is open for business.

HAWAII ADDENDUM TO FRANCHISE AGREEMENT

This addendum, executed and agreed to concurrently with the Franchise Agreement to which it is attached, amends the Franchise Agreement as follows:

1. In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Revised Statutes, Title 26, Chapter 482E *et seq.*, the Franchise Agreement is amended as follows:

- (a) The Hawaii Franchise Investment Law provides rights to you concerning non-renewal, termination and transfer of the Franchise Agreement. If the Franchise Agreement contains a provision that is inconsistent with the Hawaii Franchise Investment Law, the Hawaii Franchise Investment Law will control.
- (b) A general release required as a condition of the renewal, assignment, or transfer of the Franchise Agreement or the franchise granted thereunder shall not apply to any claim or liability arising under the Hawaii Franchise Investment Law.

2. Each provision of this addendum is effective only to the extent that the jurisdictional requirements of the Hawaii Franchise Investment Law are met independently of this addendum. To the extent this addendum is deemed to be inconsistent with any terms or conditions of the Franchise Agreement or any exhibit or attachment thereto, the terms of this addendum shall govern.

3. Payment of initial franchise fees/development fees will be deferred until Franchisor has met its initial obligations to franchisee and franchisee has commenced doing business.

The parties are signing this addendum concurrently with the Franchise Agreement to which it is attached.

FRANCHISEE(S):

FRANCHISOR:

G.C. FRANCHISING SYSTEMS, INC.

Signature

By: _____

Signature

Its: _____

ILLINOIS

Illinois law governs the franchise agreements.

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.

Franchisees rights upon termination and non-renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

Payment of initial franchise fees/development fees will be deferred until Franchisor has met its initial obligations to franchisee and franchisee has commenced doing business. The Illinois Attorney General's Office imposed this deferral requirement due to franchisor's financial condition.

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.

No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

ILLINOIS ADDENDUM TO FRANCHISE AGREEMENT

Illinois law governs the franchise agreements.

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.

Franchisees rights upon termination and non-renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

Payment of initial franchise fees/development fees will be deferred until Franchisor has met its initial obligations to franchisee and franchisee has commenced doing business. The Illinois Attorney General's Office imposed this deferral requirement due to franchisor's financial condition.

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.

No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

FRANCHISEE(S):

FRANCHISOR:

G.C. FRANCHISING SYSTEMS, INC.

Signature

Signature

Signature

Its: _____

INDIANA

The following additional disclosures are required by the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Law:

THE STATE OF INDIANA HAS STATUTES WHICH MAY SUPERSEDE THE FRANCHISE AGREEMENT IN YOUR RELATIONSHIP WITH THE FRANCHISOR, INCLUDING THE AREAS OF TERMINATION AND RENEWAL OF YOUR FRANCHISE [INDIANA CODE §§23-2-2.5-1 THROUGH 23-2-2.5-50]. THIS STATE ALSO HAS COURT DECISIONS WHICH MAY SUPERSEDE THE FRANCHISE AGREEMENT IN YOUR RELATIONSHIP WITH THE FRANCHISOR, INCLUDING THE AREAS OF TERMINATION AND RENEWAL OF YOUR FRANCHISE. THE STATE OF INDIANA HAS A STATUTE WHICH RESTRICTS OR PROHIBITS THE IMPOSITION OF LIQUIDATED DAMAGE PROVISIONS [INDIANA CODE §23-2-2.7(10)]. A PROVISION IN THE FRANCHISE AGREEMENT WHICH TERMINATES THE FRANCHISE UPON THE BANKRUPTCY OF THE FRANCHISEE MAY NOT BE ENFORCEABLE UNDER TITLE 11, UNITED STATES CODE §101.

A general release required as a condition of renewal and/or assignment/transfer shall not apply to any claim or liability arising under the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Law.

The franchise agreement does not expressly give you the right to terminate, but Indiana law may give you the right to terminate if we commit a substantial breach of the franchise agreement.

Any provision in the franchise agreement or franchise development agreement that requires the application of the laws of another state or designates jurisdiction or venue in a forum outside the State of Indiana is void with respect to a claim otherwise enforceable under the Indiana Franchise Disclosure Law or the Indiana Deceptive Franchise Practices Law.

In the event of a conflict of laws, the provisions of the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Law will prevail.

INDIANA ADDENDUM TO FRANCHISE AGREEMENT

The Franchise Agreement to which this Addendum is attached is amended as follows to comply with the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Law.

1. A general release required as a condition of renewal and/or assignment/transfer shall not apply to any claim or liability arising under the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Law.

2. Any provision in this Agreement that requires the application of the laws of another state or designates jurisdiction or venue in a forum outside the State of Indiana is void with respect to a claim otherwise enforceable under the Indiana Franchise Disclosure Law or the Indiana Deceptive Franchise Practices Law.

3. In the event of a conflict of laws, the provisions of the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Law shall prevail.

4. Section 10.2 is replaced with the following:

“Franchisee acknowledges that any failure to comply with Section 10.1 of this Agreement will cause Franchisor irreparable injury. Accordingly, Franchisor shall have the right to seek specific performance of, or an injunction against a violation of, the requirements of Section 10.1. Franchisee agrees to pay all court costs and reasonable attorneys’ fees incurred by Franchisor in successfully obtaining any such specific performance or injunctive relief.”

5. Section 15.9 is replaced with the following:

“Franchisee acknowledges that Franchisee’s violation of the terms of this Article 15 would result in irreparable injury to Franchisor for which no adequate remedy at law may be available. Accordingly, Franchisor shall have the right to seek specific performance of, or an injunction against a violation of, the requirements of this Article 15. Franchisee agrees to pay all court costs and reasonable attorneys’ fees incurred by Franchisor in successfully obtaining any such specific performance or injunctive relief.”

6. Section 16.1 is replaced with the following:

“Franchisor shall be entitled, without bond, to seek temporary and permanent injunctions and orders of specific performance enforcing the provisions of this Agreement relating to: (a) Franchisee’s use of the Marks; (b) the obligations of Franchisee upon the termination or expiration of this Agreement; (c) the obligations of Franchisee under Sections 15.2, 15.3, or 15.4 of this Agreement; or (d) an assignment of this Agreement or any ownership interest therein; or (e) as necessary to prohibit any act or omission by Franchisee or its employees: (i) that would constitute a violation of any applicable law, ordinance, or regulation; (ii) which is dishonest or misleading to Franchisor and/or Franchisor’s other franchisees; or (iii) which, in Franchisor’s reasonable judgment, may harm, tarnish, impair or reflect unfavorably upon the reputation, name, services or operation of the franchised business, Franchisor, the System or the Marks.”

7. The fourth sentence of Article 17 is replaced with the following:

“Franchisee shall indemnify and hold Franchisor harmless from and against any and all claims, debts, liabilities or obligations arising directly or indirectly from, as a result

of or in connection with Franchisee's operation of the franchised business (excluding, however, liabilities caused by (i) Franchisee's proper reliance on or use of procedures or materials provided by Franchisor or (ii) Franchisor's negligence), and shall pay all costs (including, without limitation, attorney and accountant fees) incurred by Franchisor in defending against and/or responding to them."

The parties are signing this addendum concurrently with the attached Franchise Agreement.

FRANCHISEE(S):

FRANCHISOR:

G.C. FRANCHISING SYSTEMS, INC.

Signature

By: _____

Signature

Its: _____

STATE OF MARYLAND ADDENDUM

The following additional disclosures are required by the Maryland Franchise Registration and Disclosure Law:

Item 5. INITIAL FEES

Based upon the Franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

Item 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

Except for claims arising under the Maryland Franchise Registration and Disclosure Law, all arbitration and litigation must take place in Hamilton County, Ohio. Any claim arising under the Maryland Franchise Registration and Disclosure Law, however, may be brought in the State of Maryland.

A franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

The general release required as a condition of sale and/or renewal and/or assignment/transfer will not apply to any liability arising under the Maryland Franchise Registration and Disclosure Law.

MARYLAND ADDENDUM TO GROWTH COACH FRANCHISE AGREEMENT

The following terms and conditions amend the Franchise Agreement to which this Addendum is attached, for the purpose of complying with the Maryland Franchise Registration and Disclosure Law, and are hereby incorporated into the Franchise Agreement by this reference. The terms of this Addendum control in the event of conflicting terms in the Franchise Agreement.

1. A general release required as a condition of sale and/or renewal and/or assignment/transfer shall not apply to any claim or liability arising under the Maryland Franchise Registration and Disclosure Law.
2. A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
3. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
4. All initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.
5. Section 18.11 is amended by adding the following sentence:

“The representations contained in this Section 18.11 are not intended to act, nor shall they act, as a release, estoppel, or waiver of any liability arising under the Maryland Franchise Registration and Disclosure Law.”

The parties are signing this addendum concurrently with the Franchise Agreement to which it is attached.

FRANCHISEE(S):

FRANCHISOR:

G.C. FRANCHISING SYSTEMS, INC.

Signature

By: _____

Signature

Its: _____

MINNESOTA

The following additional disclosures are required by the Minnesota Franchise Act:

1. GOVERNING LAW, CHOICE OF FORUM, JURISDICTION AND VENUE

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit GCFS from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

2. NOTICE OF TERMINATION AND NON-RENEWAL

With respect to franchises governed by Minnesota law, GCFS will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement.

3. RIGHT TO USE TRADEMARKS, SERVICE MARKS TRADE NAMES, LOGOTYPES OR OTHER COMMERCIAL SYMBOLS

GCFS will protect the franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

4. WAIVING OF RIGHTS, POSTING BOND

Minnesota law prohibits a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties, or judgment notes. The franchisee cannot consent to GCFS obtaining injunctive relief, however, GCFS may seek injunctive relief. A court will determine if a bond is required. Any language to the contrary in the disclosure document or franchise agreement is null and void.

5. GENERAL RELEASE

Minn. Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release. Any provision in the Franchise Agreement to the contrary is void.

6. STATUTE OF LIMITATIONS

Minn. Stat. Sec. 80C.17, Subd. 5 provides that an action may be commenced to enforce any provision of the Minnesota Franchise Act (Minn. Stat. Secs. 80C.01 to 80C.22, inclusive) or any rule or order thereunder within three years after the cause of action accrues. Any language to the contrary in the Franchise Disclosure Document or the Franchise Agreement is null and void.

7. Item 5 and Item 7 of the Franchise Disclosure Document are amended to disclose that the payment of initial franchise fees by you to us shall be deferred until all of our initial obligations to you under the Franchise Agreement have been fulfilled.

8. No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on our

behalf. This provision supersedes any other term of any document executed in connection with the franchise.

MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT

This addendum is attached to and incorporated in the G.C. Franchising Systems, Inc. ("GCFS") Franchise Disclosure Document and Franchise Agreement as required by the Minnesota Franchise Act and the administrative rules and regulations relating thereto. The terms of this addendum shall control in the event of conflicting terms in the Franchise Disclosure Document or Franchise Agreement.

1. GOVERNING LAW, CHOICE OF FORUM, JURISDICTION AND VENUE

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit GCFS from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

2. NOTICE OF TERMINATION AND NON-RENEWAL

With respect to franchises governed by Minnesota law, GCFS will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement.

3. RIGHT TO USE TRADEMARKS, SERVICE MARKS TRADE NAMES, LOGOTYPES OR OTHER COMMERCIAL SYMBOLS

GCFS will protect the franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

4. WAIVING OF RIGHTS, POSTING BOND

Minnesota law prohibits a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties, or judgment notes. The franchisee cannot consent to GCFS obtaining injunctive relief, however, GCFS may seek injunctive relief. A court will determine if a bond is required. Any language to the contrary in the disclosure document or franchise agreement is null and void.

5. GENERAL RELEASE

Minn. Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release. Any provision in the Franchise Agreement to the contrary is void.

6. The payment of initial franchise fees by you to us shall be deferred until all of our initial obligations to you under the Franchise Agreement have been fulfilled.

7. STATUTE OF LIMITATIONS

Minn. Stat. Sec. 80C.17, Subd. 5 provides that an action may be commenced to enforce any provision of the Minnesota Franchise Act (Minn. Stat. Secs. 80C.01 to 80C.22, inclusive) or any rule or order thereunder within three years after the cause of action accrues. Any language to the contrary in the Franchise Disclosure Document or the Franchise Agreement is null and void.

8. No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

The parties are signing this addendum concurrently with the Franchise Agreement to which it is attached.

FRANCHISEE(S):

FRANCHISOR:

G. C. FRANCHISING SYSTEMS, INC.

Signature

By: _____

Signature

Its: _____

NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the “Summary” section of Item 17(d), titled “**Termination by franchisee**”: You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the “Summary” sections of Item 17(v), titled “**Choice of forum**”, and Item 17(w), titled “**Choice of law**”:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York

NEW YORK ADDENDUM TO FRANCHISE AGREEMENT

The following terms amend the Franchise Agreement to which this addendum is attached, for the purpose of complying with the New York General Business Law and the New York State Franchise Regulations, and are hereby incorporated into the Franchise Agreement by this reference. The terms in this addendum control in the event of conflicting terms in the Franchise Agreement.

1. Section 2.2(d) of the Franchise Agreement shall be amended by adding the following language:

“Provided, however, that all rights arising in Franchisee’s favor from the provisions of Article 33 of the General Business Laws of the State of New York (“GBL”) and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of GBL, sections 687.4 and 687.5 be satisfied.”

2. Franchisor and Franchisee hereby ratify and affirm the Franchise Agreement in all other respects.

The parties are signing this addendum concurrently with the Franchise Agreement to which it is attached.

FRANCHISEE(S):

FRANCHISOR:

G.C. FRANCHISING SYSTEMS, INC.

Signature

By: _____

Signature

Its: _____

NORTH DAKOTA

The following disclosures are required by the North Dakota Franchise Investment Law:

ITEM 5 INITIAL FEES

The payment of initial franchise fees by you to us shall be deferred until all of our initial obligations to you under the Franchise Agreement have been fulfilled and you commence doing business.

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

Non-competition covenants such as the one mentioned in Item 17(r) are generally considered unenforceable in the State of North Dakota.

The release required as a condition of renewal and/or assignment/transfer will not apply to any liability arising under the North Dakota Franchise Investment Law.

Any provision of the franchise agreement restricting jurisdiction or venue to a forum outside the State of North Dakota or requiring the application of the laws of a state other than North Dakota is void.

Any provision of the franchise agreement requiring you to waive the right to a trial by jury is void.

Any provision of the franchise agreement requiring you to waive exemplary or punitive damages is void.

Any provision of the franchise agreement requiring you to consent to a statute of limitations that is shorter than the applicable North Dakota statute of limitations is void.

NORTH DAKOTA ADDENDUM TO FRANCHISE AGREEMENT

The Franchise Agreement to which this addendum is attached is amended as follows to comply with the North Dakota Franchise Investment Law:

1. A general release required as a condition of renewal and/or assignment/transfer shall not apply to any claim or liability arising under the North Dakota Franchise Investment Law.
2. Any provision of this Agreement restricting jurisdiction or venue to a forum outside the State of North Dakota or requiring the application of the laws of a state other than North Dakota is void.
3. Section 15.3 shall be amended by adding the following sentence:

“Covenants not to compete such as the one described above are generally considered unenforceable in the State of North Dakota.”
4. Sections 16.4, 16.5, and 16.6 are deleted in their entirety.
5. The payment of initial franchise fees by you to us shall be deferred until all of our initial obligations to you under the Franchise Agreement have been fulfilled and you commence doing business.

The parties are signing this addendum concurrently with the attached Franchise Agreement.

FRANCHISEE(S):

FRANCHISOR:

G.C. FRANCHISING SYSTEMS, INC.

Signature

By: _____

Signature

Its: _____

RHODE ISLAND

The following additional disclosures are required by the Rhode Island Franchise Investment Protection Act:

The general release required as a condition of renewal and/or assignment/transfer shall not apply to any liability under the Rhode Island Franchise Investment Act.

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

To the extent this Addendum is inconsistent with any terms or conditions of the Franchise Disclosure Document, the Franchise Agreement, or any exhibits or attachments thereto, the terms of this Addendum shall control.

RHODE ISLAND ADDENDUM TO FRANCHISE AGREEMENT

The following terms amend the Franchise Agreement to which this addendum is attached, for the purpose of complying with the Rhode Island Franchise Investment Act, and are hereby incorporated into the Franchise Agreement by this reference. The terms in this addendum shall control in the event of conflicting terms in the Franchise Agreement.

1. A general release required as a condition of renewal and/or assignment/transfer shall not apply to any claim or liability arising under the Rhode Island Franchise Investment Protection Act.
2. Any provision of this Agreement restricting jurisdiction or venue to a forum outside the State of Rhode Island or requiring the application of the laws of a state other than Rhode Island is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Protection Act.

The parties are signing this addendum concurrently with the Franchise Agreement to which it is attached.

FRANCHISEE(S):

FRANCHISOR:

G. C. FRANCHISING SYSTEMS, INC.

Signature

By: _____

Signature

Its: _____

SOUTH DAKOTA

The following additional disclosures are required by the South Dakota Franchise Act:

Covenants not to compete upon the termination or expiration of a franchise agreement are generally unenforceable in South Dakota, except in certain instances as provided by law.

Any provision in the franchise agreement restricting jurisdiction or venue to a forum outside of South Dakota or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the South Dakota Franchise Act. Issues regarding franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the State of South Dakota; but as to contractual and all other matters, all provisions of the franchise agreement will be subject to the governing law of the State of Ohio.

Pursuant to SDLC 37-5B, any condition, stipulation or provision purporting to waive compliance with any provision of this chapter or any rule or order thereunder is void. Any acknowledgement provision, disclaimer or integration clause or a provision having a similar effect in a franchise agreement does not negate or act to remove from judicial review any statement, misrepresentation or action that would violate this chapter or a rule or order under this chapter.

In the event that either party shall make demand for arbitration, such arbitration shall be conducted in a mutually agreed upon site in accordance with Section 11 of the Commercial Arbitration Rules of the American Arbitration Association.

The Franchisor will defer collection of the initial franchise fee until such time as the franchise is operational.

SOUTH DAKOTA ADDENDUM TO FRANCHISE AGREEMENT

The Franchise Agreement to which this addendum is attached is amended as follows to comply with the South Dakota Franchise Act, South Dakota Codified Laws, Title 37, Chapter 37-5B:

1. Covenants not to compete upon termination or expiration of a franchise agreement are generally unenforceable in South Dakota, except in certain instances as provided by law.
2. In the event that either party shall make demand for arbitration, the arbitration shall be conducted in a mutually agreed upon site in accordance with Section 11 of the Commercial Arbitration Rules of the American Arbitration Association.
3. The law regarding franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the State of South Dakota; but as to contractual and all other matters, this Agreement and all provisions of this instrument will be and remain subject to the application, construction, enforcement, and interpretation under the governing law of the State of Ohio. Any provision in the franchise agreement restricting jurisdiction or venue to a forum outside of South Dakota or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the South Dakota Franchise Act.
4. The Franchisor will defer collection of the initial franchise fee until such time as the franchise is operational.

To the extent this addendum shall be deemed to be inconsistent with any terms or conditions of the Franchise Agreement or exhibits or attachments thereto, the terms of this addendum shall govern.

The parties are signing this addendum concurrently with the Franchise Agreement to which it is attached.

FRANCHISEE(S):

G.C. FRANCHISING SYSTEMS, INC.

Signature

By: _____

Signature

VIRGINIA

THE FOLLOWING DISCLOSURES ARE REQUIRED UNDER THE VIRGINIA RETAIL FRANCHISING ACT, AND SHALL SUPERSEDE ANY INCONSISTENT DISCLOSURES CONTAINED IN THE FRANCHISE DISCLOSURE DOCUMENT.

ITEM 5. INITIAL FEES

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.

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

In addition to the other curable defaults listed in row (g) of the table in Item 17 of the franchise disclosure document, you also have 30 days to cure any failure to comply with the franchise agreement, operations manual, or operating standards.

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for G.C. Franchising Systems, Inc. for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure: The following statements are added to Item 17.h. Pursuant to 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 ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

VIRGINIA ADDENDUM TO FRANCHISE AGREEMENT

The parties hereby amend the following provisions of the Franchise Agreement to which this addendum is attached as follows:

1. To the extent this addendum is inconsistent with the Franchise Agreement or its exhibits or attachments, the terms of this addendum control.
2. No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.
3. The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires the franchisor 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.

The parties are signing this addendum concurrently with the Franchise Agreement to which it is attached.

FRANCHISEE(S):

FRANCHISOR:

G.C. FRANCHISING SYSTEMS, INC.

Signature

By: _____

Signature

Its: _____

WASHINGTON

The following additional disclosures are required by the Washington Franchise Investment Protection Act:

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

Franchisees who receive financial incentives to refer franchise prospects to franchisors may be required to register as franchise brokers under the laws of Washington State.

We may use the services of one or more franchise brokers or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all initial training that it is entitled to under the franchise agreement or offering circular, and (b) is open for business.

WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT, ACKNOWLEDGMENT STATEMENT, AND RELATED AGREEMENTS

The parties hereby amend the following provisions of the Franchise Agreement to which this addendum is attached to comply with the Washington Franchise Investment Protection Act:

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

The State of Washington has imposed a financial condition under which the initial franchise fees due will be deferred until the franchisor has fulfilled its initial pre-opening obligations under the Franchise Agreement and the franchise is open for business.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

Section 18.11(c) of the Franchise Agreement is revised to read: FRANCHISEE ACKNOWLEDGES THAT THERE HAVE BEEN NO REPRESENTATIONS, WARRANTIES, INDUCEMENTS, PRO FORMAS, FORECASTS, ESTIMATES OR ANY OTHER INDUCEMENT OR STATEMENT MADE BY FRANCHISOR OR ITS AGENTS, SALESMEN, DIRECTORS, OFFICERS, OR EMPLOYEES, OR ANY OTHER SALESMEN OR OTHER PERSON OR ENTITY REGARDING FINANCING, NET

PROFITS, GROSS PROFITS, NET SALES, GROSS SALES, COSTS OR EXPENSES OF FRANCHISOR'S FRANCHISES GENERALLY OR OF ANY SPECIFIC GROWTH COACH FRANCHISE.

The parties are signing this addendum concurrently with the Franchise Agreement to which it is attached.

FRANCHISEE(S):

FRANCHISOR:

G.C. FRANCHISING SYSTEMS, INC.

Signature

By: _____

Signature

Its: _____

WISCONSIN

The following additional disclosures are required by the Wisconsin Franchise Investment Law and the Wisconsin Fair Dealership Law:

THE WISCONSIN FAIR DEALERSHIP LAW SUPERSEDES ANY PROVISION OF THE FRANCHISE AGREEMENT THAT IS INCONSISTENT WITH THAT LAW. THE STATE OF WISCONSIN MAY ALSO HAVE COURT DECISIONS WHICH MAY SUPERSEDE THE FRANCHISE RELATIONSHIP IN RELATIONSHIP WITH THE FRANCHISOR, INCLUDING THE AREAS OF TERMINATION AND RENEWAL OF YOUR FRANCHISE. THE STATE OF WISCONSIN MAY HAVE COURT DECISIONS WHICH RESTRICT THE IMPOSITION OF LIQUIDATED DAMAGES. THE IMPOSITION OF LIQUIDATED DAMAGES IS ALSO RESTRICTED BY FAIR PRACTICE LAWS, CONTRACT LAW, AND STATE AND FEDERAL COURT DECISIONS. A PROVISION IN THE FRANCHISE AGREEMENT WHICH TERMINATED THE FRANCHISE UPON THE BANKRUPTCY OF THE FRANCHISEE MAY NOT BE ENFORCEABLE UNDER TITLE 11, UNITED STATES CODE §101. THE STATE OF WISCONSIN MAY HAVE COURT DECISIONS LIMITING THE FRANCHISOR'S ABILITY TO RESTRICT YOUR ACTIVITY AFTER THE FRANCHISE AGREEMENT HAS ENDED.

We may revoke our approval of any previously approved supplier at any time if the quality of the product or the supplier's financial condition or ability to satisfy your requirements do not continue to meet our satisfaction.

WISCONSIN ADDENDUM TO FRANCHISE AGREEMENT

The parties hereby amend the following provisions of the Franchise Agreement to which this addendum is attached to comply with the Wisconsin Franchise Investment Law and the Wisconsin Fair Dealership Law:

1. Franchisor and Franchisee agree that Chapter 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of the Franchise Agreement inconsistent with that law.
2. To the extent this addendum is inconsistent with the Franchise Agreement or its exhibits or attachments, this addendum controls.
3. Franchisor and Franchisee hereby ratify and affirm the Franchise Agreement in all other respects.

The parties are signing this addendum concurrently with the Franchise Agreement to which it is attached.

FRANCHISEE(S):

G.C. FRANCHISING SYSTEMS, INC.

Signature

By: _____

Its: _____

Signature

Date: _____

EXHIBIT O

GRANT OF FRANCHISOR CONSENT AND FRANCHISEE RELEASE

G.C. FRANCHISING SYSTEMS, INC. ("we," "us," "our," or "Franchisor") and the undersigned franchise, _____ ("you," "your," or "Franchisee"), currently are parties to a certain franchise agreement dated _____ (the "Franchise Agreement") for the operation of a Growth Coach franchised business designed Growth Coach franchise no. _____. You have asked us to take the following action or to agree to the following request: [*insert as appropriate for renewal or transfer situation*] _____

_____.

We have the right under the Franchise Agreement to obtain a general release from you (and, if applicable, your owners) as a condition of taking this action or agreeing to this request. Therefore, we are willing to take the action or agree to the request specified above if you (and if applicable, your owners) give us the release and covenant not to sue provided below in this document. You (and, if applicable, your owners) are willing to give us the release and covenant not to sue provided below as partial consideration for our willingness to take the action nor agree to the request described above.

Consistent with the previous introduction, you, on your own behalf and on behalf of your successors, heirs, executors, administrators, personal representatives, agents, assigns, partners, shareholders, members, directors, officers, principals, employees, and affiliated entities (collectively, the "Releasing Parties"), hereby forever release and discharge us and our current and former officers, directors, shareholders, principals, employees, agents, representatives, affiliated entities, successors, and assigns (collectively, the "Franchisor Parties") from any and all claims, damages (known and unknown), demands, causes of action, suits, duties, liabilities, and agreements of any nature and kind (collectively, "Claims") that you and any of the other Releasing Parties now have, ever had, or, but for this document, hereafter would or could have against any of the Franchisor Parties (1) arising out of or related to the Franchisor Parties' performance of their obligations under the Franchise Agreement before the date of your signature below or (2) otherwise arising from or related to your and the other Releasing Parties' relationship, from the beginning of time to the date of your signature below, with any of the Franchisor Parties. You, on your own behalf and on behalf of the other Releasing Parties, further covenant not to sue any of the Franchisor Parties on any of the Claims released by this paragraph and represent that you have not assigned any of the Claims released by this paragraph to any individual or entity that is not bound by this paragraph.

We also are entitled to a release and covenant not to sue from your owners. By his, her, or their separate signature below, your transferring owners likewise grant to us the release and covenant not to sue provided above.

Notwithstanding the above, nothing contained herein shall act as a release, estoppel or waiver of any claim or liability arising under the Maryland Franchise Registration and Disclosure Law.

Notwithstanding the above, this general release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

.....

GROWTH COACH WINNER'S CIRCLE PROGRAM

Addendum to Franchise Agreement

This addendum is between G.C. FRANCHISING SYSTEMS, INC., an Ohio corporation ("Franchisor"), and the party or parties identified as "Franchisee" below.

PREAMBLE:

A. Franchisor and Franchisee are parties to a "Franchise Agreement" under which Franchisor licensed Franchisee to operate a Growth Coach franchised business (the "Franchised Business") using Franchisor's trademarks and unique business format.

B. The parties desire to modify the Franchise Agreement as provided in this addendum.

THEREFORE the parties hereby amend the Franchise Agreement as follows:

1. This addendum is an integral part of, and is incorporated into, the Franchise Agreement. Nevertheless, this addendum supersedes any inconsistent or conflicting provisions of the Franchise Agreement.

2. To make this addendum easier to read and understand, certain terms have been defined below and will be capitalized throughout the addendum. Capitalized terms that are not defined below may be defined in the section where they first appear. Capitalized terms used but not defined in this addendum are used as defined in the Franchise Agreement.

(a) The "Commencement Date" is the first day of the first month following the month in which Franchisee or its Designated Individual completes the initial training program described in section 7.1 of the Franchise Agreement.

(b) A "Year" is a one-year period beginning on the Commencement Date or the anniversary of the Commencement Date. The parties acknowledge that a "Year" as defined in this Addendum may not necessarily coincide with a calendar year. For example, a Year may be the period from April 1, 2023 through March 31, 2024, or from July 1, 2023 through June 30, 2024.

(c) The "Rebate Period" begins on the Commencement Date and ends on the day before the fifth anniversary of the Commencement Date.

3. As an incentive for Franchisee to fully develop the Franchised Business and the Territory, if Franchisee attains:

(a) at least \$300,000 of cumulative Gross Revenues during the two-Year period after the Commencement Date, then Franchisor will rebate to Franchisee \$7,500 of the Franchise Fee;

(b) at least \$550,000 of cumulative Gross Revenues during the three-Year period after the Commencement Date and qualified for a rebate under subparagraph (a), then Franchisor will rebate to Franchisee an additional \$7,500 of the Franchise Fee;

(c) at least \$850,000 of cumulative Gross Revenues during the four-Year period after the Commencement Date and qualified for a rebate under subparagraph (a) and (b), then Franchisor will rebate to Franchisee an additional \$7,500 of the Franchise Fee; and

~~(d)~~

(e)(d) at least \$1,150,000 of cumulative Gross Revenues during the five-Year period after the Commencement Date and qualified for a rebate under subparagraphs (a)-(c), then Franchisor will rebate to Franchisee the remainder of the Franchise Fee paid by Franchisee.

If Franchisee does not have sufficient Gross Revenues to qualify for any one of the rebates in subparagraphs (a) – (c) above, then Franchisee will be ineligible for any additional rebates thereafter, regardless of Franchisee’s subsequent Gross Revenues. Rebates shall be paid within 90 days after the respective anniversary date of the Commencement Period regardless of when the Gross Revenue target was attained, provided that Franchisee is in full compliance with the Franchise Agreement.

4. Strict Compliance. To be eligible to receive any rebates under this addendum, Franchisee must (a) strictly and timely comply with all obligations under any agreement or instrument between Franchisee and Franchisor throughout the entire Rebate Period, including, by way of example, timely reporting Gross Revenues and timely paying all Royalties, National Branding Fees, Technology Fees and other amounts due under the Franchise Agreement, (b) attend all franchise system national conferences and regional conferences and any on-site training centers, and (c) execute a general release in a form prescribed by Franchisor prior to each rebate. If the Franchise Agreement is terminated for any reason prior to the end of its initial term, then Franchisee must return all rebates to Franchisor. If Franchisee commits any default of any agreement or instrument between Franchisee and Franchisor during the Rebate Period, then, in addition to all other remedies Franchisor may have under the Franchise Agreement, at law, or in equity, this addendum shall be irrevocably null and void.

5. To the extent that any provision of the Franchise Agreement is inconsistent with this addendum, the provision is hereby modified to the extent necessary to conform to the terms of this addendum. The parties hereby ratify and affirm the Franchise Agreement in all other respects.

The parties are signing this addendum on the dates below.

G.C. FRANCHISING SYSTEMS, INC.

FRANCHISEE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Title: _____

Date: _____

FRANCHISE FEE REMITTANCE FORM

G.C. Franchising Systems, Inc.
4755 Lake Forest Drive, Suite 100
Cincinnati, Ohio 45242

Sir or Madam:

I am enclosing payment in the amount of \$_____ as a payment to be applied toward the initial Franchise Fee for a Growth Coach® franchise. I understand and agree that you will reserve, for 30 days after your receipt of my payment, all portions of the territory I have selected below not previously sold or otherwise reserved as of the date you receive my payment. I further understand and agree that this payment is fully-earned and non-refundable, in consideration of your removal of the territory from the market for 30 days and your lost or deferred opportunity to franchise it to others.

Please reserve the following territory for me: _____(insert County/State(s)).

I understand and agree that the final boundaries of my territory will be determined within the next 30 days or the date I start the initial training program for new franchisees, whichever occurs first, and that the final territory will be subject to availability as of the date you receive this payment and the territory guidelines described in Item 5 of your Franchise Disclosure Document (FDD), a copy of which I have already received. I agree that if I do not enter into a Franchise Agreement with you within 30 days after your receipt of this payment, you may keep my payment and sell the territory described above without further obligation to me. This Remittance Form and the representations in the FDD constitute the entire agreement between us relating to my payment, and supersedes all prior agreements and representations, oral or otherwise. This agreement is governed by the laws of the state of Ohio, without regard to its conflict of laws principles. The federal and state courts located within Hamilton County, Ohio have exclusive jurisdiction in any controversy relating to or arising out of this agreement. I understand and certify that no representations concerning the franchise we are acquiring have been made by G.C. Franchising Systems, Inc. other than those contained in the FDD. In particular, no representations have been made to us concerning the financial prospects of the franchise we are acquiring. Nothing contained in this remittance form shall act as a release, estoppel, or waiver of any liability arising under any state franchise registration or disclosure law.

Signature

Signature

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	pending
Hawaii	pending
Illinois	pending
Indiana	pending
Maryland	pending
Michigan	pending
Minnesota	pending
New York	pending
North Dakota	pending
Rhode Island	pending
South Dakota	pending
Virginia	pending
Washington	pending
Wisconsin	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.

Item 23. RECEIPT

(Keep this copy for your records)

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 the Growth Coach offers you a franchise, they must provide this disclosure document to you 14 days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale. Under Michigan, Oklahoma, Rhode Island or Washington law, if applicable, the Growth Coach must provide this disclosure document to you at your first personal meeting to discuss the franchise, if earlier. Under New York law, if applicable, Growth Coach must provide this disclosure document to you at the earlier of the first personal meeting or ten (10) business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If the Growth Coach does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the federal trade commission, Washington, D.C, 20580 and the appropriate state agency listed on Exhibit B.

The name, principal business address and telephone number of each franchise seller offering the franchise is: Chris Seman, President, _____, and:

Name: _____ Title: _____

all at 4755 Lake Forest Dr., Suite 100, Cincinnati, Ohio 45242, 513-563-0570.

The issuance date of this Franchise Disclosure Document is April ~~54~~, 202~~43~~.

We authorize the respective state officials listed on Exhibit A to receive service of process for us in each particular state.

I have received a Franchise Disclosure Document dated April ~~54~~, 202~~43~~ that included the following Exhibits:

- | | |
|--|--|
| A Agents for Service of Process | J Reserved |
| B State Franchise Regulators | K Table of Contents of Operations Manual |
| C Financial Statements | L Assignment Agreement |
| D Franchisee List | M Franchisee Acknowledgment Statement |
| E Franchisees Who Have Left the System | N State-Specific Additional Disclosures/Riders |
| F Franchise Agreement | O Form of General Release |
| G Personal Guaranty | P EFT Authorization Form |
| H Restrictive Covenant Agreement | Q Addendum |
| I Power of Attorney | R <u>Franchise Fee</u> Remittance Form |

Date: _____

Signature of Prospective Franchisee

Print Name

Signature of Prospective Franchisee

Print Name

Item 23. RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully. If the Growth Coach offers you a franchise, they must provide this disclosure document to you 14 days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale. Under Michigan, Oklahoma, Rhode Island or Washington law, if applicable, the Growth Coach must provide this disclosure document to you at your first personal meeting to discuss the franchise, if earlier. Under New York law, if applicable, Growth Coach must provide this disclosure document to you at the earlier of the first personal meeting or ten (10) business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If the Growth Coach does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the federal trade commission, Washington, D.C, 20580 and the appropriate state agency listed on Exhibit B.

The name, principal business address and telephone number of each franchise seller offering the franchise is: Chris Seman, President, _____, and:

Name: _____ Name: _____

all at 4755 Lake Forest Dr., Suite 100, Cincinnati, Ohio 45242, 513-563-0570.

The issuance date of this Franchise Disclosure Document is April ~~51~~, 202~~43~~.

We authorize the respective state officials listed on Exhibit A to receive service of process for us in each particular state.

I have received a Franchise Disclosure Document dated April ~~51~~, 202~~43~~ that included the following Exhibits:

- | | |
|--|--|
| A Agents for Service of Process | J Reserved |
| B State Franchise Regulators | K Table of Contents of Operations Manual |
| C Financial Statements | L Assignment Agreement |
| D Franchisee List | M Franchisee Acknowledgment Statement |
| E Franchisees Who Have Left the System | N State-Specific Additional Disclosures/Riders |
| F Franchise Agreement | O Form of General Release |
| G Personal Guaranty | P EFT Authorization Form |
| H Restrictive Covenant Agreement | Q Addendum |
| I Power of Attorney | R <u>Franchise Fee</u> Remittance Form |

Date: _____

Signature of Prospective Franchisee

Print Name

Signature of Prospective Franchisee

Print Name