

	Provision	Section In Franchise or Other Agreement	Summary
l.	Franchisor approval of transfer by franchisee	Section 15.A of Franchise Agreement	We retain the right to approve all transfers but will not unreasonably withhold approval.
m.	Conditions for franchisor approval of transfer	Section 15.C of Franchise Agreement	Prior to consent, not in default of the Franchise Agreement, written bona fide arms-length offer, qualified transferee signs new Franchise Agreement, transferee pays the then current transfer/training fee(s) and completes training, all payments current to us, vendors and suppliers, execution of mutual releases.
n.	Franchisor's right of first refusal to acquire franchisee's business	Sections 15.E and 15.F of Franchise Agreement	We can match any offer.
o.	Franchisor's option to purchase franchisee's business	Section 17.G of Franchise Agreement	Upon expiration or termination, we can buy certain assets at a price equal to your cost or fair market value, whichever is less.
p.	Death or disability of franchisee	Section 15.H of Franchise Agreement	The Franchise Agreement is transferable without additional fee or penalty, subject to Company approval, which shall not be unreasonably withheld.
q.	Non-competition covenants during the term of the franchise	Section 6.Q of Franchise Agreement	No involvement in any other competitive business, except with prior written consent of Company (subject to applicable state law).
r.	Non-competition covenants after the franchise is terminated or expires	Section 17.F of Franchise Agreement	No competing business for 2 years within your Designated Marketing Area, 10 miles of your Designated Marketing Area, the designated marketing area of any other Exit Factor business, and 10 miles of the designated marketing area of any other Exit Factor business. Cannot for 2 years in the United States sell franchises for business consulting or lead referral services (subject to applicable state law).
s.	Modification of the Agreement	Section 18 of Franchise Agreement	No modifications generally but Operating Manual subject to change.

The financial performance representations in this Item 19 include certain historical data relating to the Monthly Collections and Annual Average Prices of our franchisees and our affiliate in calendar year 2025. We obtained 100% of the Monthly Collections and Annual Average Price data for the affiliate and franchisees represented from monthly Gross Revenues reported to us in their sales reports and from proprietary software utilized by Exit Factor businesses. The representations below are a historic representation for all franchisees located in the United States. The figures referenced within these statements have not been audited by certified public accountants, nor have we sought to independently verify their accuracy for purposes of the financial performance representations. Our affiliate’s and some franchisees’ operations consist of multiple Designated Marketing Areas.

Highest and Lowest Office - Monthly Collections 2025

“Monthly Collections” are defined as all revenue received from operations including business coaching and consulting fees, software and membership fees, referral fees, and other services of any type provided by an Exit Factor Business. Nothing is deducted by the Company from Monthly Collections.

Tier	Monthly Collections
Highest	\$67,920
Lowest	\$ -

Annual Average and Median Price Points by Product for Calendar Year 2025

“Annual Average Price” is the average price each package type was sold for across all offices during calendar year 2025. “Annual Median Price” is the median price each package type was sold for across all offices during calendar year 2025. “Service” refers to the package type being sold and fulfilled by the office. “Exit Assessment” (“EA”) refers to our business assessment and valuation service, priced on a one-time basis. “EF1” refers to our entry-level consulting services, a do-it-yourself model, priced on an annual basis. “EF2” refers to our mid-level consulting services, in which the consultant provides 3 consulting hours per quarter, priced on an annual basis. “EF3” refers to our full-service consulting package, in which the consultant provides 2 consulting hours per month, plus email support, priced on an annual basis. These four groups are the core services offered by franchisees, but they do not represent all revenue opportunities.

Service	Average Price	<u>Median Price</u>
EA	\$4,438	<u>\$4,500</u>
EF1	\$2,500	<u>\$2,500</u>
EF2	\$11,628	<u>\$12,000</u>
EF3	\$33,336	<u>\$30,000</u>

The Monthly Collection and Annual Average and Median Price financial performance representations above are based on a population of all Exit Factor owners referenced in Item 20 of this Disclosure Document. On average, the franchise owners in the financial performance representation above have been operating for 0.87 years. The affiliate’s Exit Factor business has been operating for 2.0 years.

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

Written substantiation of these financial performance representations will be made available to you upon reasonable request.

of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**STATE OF MARYLAND
ADDENDUM TO DISCLOSURE DOCUMENT**

Item 17 (f) of the Disclosure Document is amended by adding the following language:

“Termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law. (11USC Section 101 et seq)”

Item 17 (m) of the Disclosure Document is amended by adding the following language:

“A general release required as a condition of renewal, sale or transfer shall not apply to liability under the Maryland Franchise Registration and Disclosure Law.”

Item 17 (v) of the Disclosure Document is amended by adding the following language:

“Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.”

Item 17 (v) of the Disclosure Document is amended by adding the following language:

“A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.”

Based upon the franchisor’s financial condition, the Maryland Securities Division has required a financial assurance. Therefore, we have secured a surety bond in the amount of \$55,995 with Hartford Fire Insurance Company. A copy of the bond is on file with the Maryland Securities Division.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**STATE OF MINNESOTA
ADDENDUM TO DISCLOSURE DOCUMENT**

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS

PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Item 17 (f) of the Disclosure Document is amended by adding the following language:

“Minn. Stat. Sec 80C.14 Subds. 3, 4, and 5 require except in certain cases that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days for nonrenewal of the franchise agreement, and that consent to the transfer of the franchise will not be unreasonably withheld.”

Item 17 (v) of the Disclosure Document is amended in its entirety to read as follows:

“Minn. Stat. Sec 80C.21 and Minn. Rule 2860.440J prohibit us from requiring litigation to be conducted outside of Minnesota.”

Item 13 of the Disclosure Document is amended by adding the following language:

“To the extent required by the Minnesota Franchises Act, we will protect your rights to use the trademarks, service marks, trade names, logo types, or other commercial symbols related to the trademarks or indemnify you from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the trademarks.”

Minnesota Rule 2860.4400(D) prohibits us from requiring you to assent to a release, assignment, novation or waiver that would relieve any person from liability under Minnesota Statutes 80C.01 through 80C.22.

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.2

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

**STATE OF NEW YORK
ADDENDUM TO DISCLOSURE DOCUMENT**

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 D OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND