

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:

QUESTION	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 EF and FG .
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 GH 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 TAB 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 TAB Business franchisee?	Exhibits EF and FG 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.

Special Risks to Consider About *This* Franchise

Certain states require that the following risks be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration, and/or litigation only in Colorado. Out-of-state mediation, arbitration, and/or litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to mediate, arbitrate, and litigate with the franchisor in Colorado than in your own state.
2. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
3. **General Financial Condition.** The franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the franchisor's financial ability to provide services and support to you.

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

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EXHIBITS

- A. List of State Agencies and Agents for Service of Process
- B. TAB Boards International, Inc. Franchise Agreement
 - B-I. Addendum to TAB Boards International, Inc. Franchise Agreement
 - B-II. Statement of Ownership
 - B-III. TAB Boards International, Inc. Guarantee and Assumption of Franchisee’s Obligations
 - B-IV. TAB Boards International, Inc. Conditional Assignment of Telephone and Directory Listings, Etc.
 - B-V. Closing Acknowledgment
 - B-VI. State Law Rider
 - B-VII. TAB Boards International, Inc. Trademarks
- C. TAB Boards International, Inc. CRM System Use Agreement
- D. TAB Boards International, Inc. Microsite Service Authorization
- E. TAB Boards International, Inc. Operations Manual Table of Contents
- F. TAB Boards International, Inc. List of Franchisees
- G. TAB Boards International, Inc. Franchisees Who Have Left the System
- H. TAB Boards International, Inc. Audited Financial Statements
- I. State Law Addenda and Riders
- J. Receipt

to submit sufficient information or samples to determine whether these goods, products, services, supplies, inventory, equipment, materials, non-designated manufacturers, suppliers, and distributors meet our specifications. We do not currently charge a fee for this review, but we reserve the right to do so in the future. Our standards and specifications may impose minimum requirements for delivery, performance, design, and appearance. We will advise you within a reasonable time after your request whether you may purchase different goods, products, services, supplies, inventory, equipment, and materials or use different manufacturers, suppliers, or distributors based on our specifications. Our specifications will be made available to you upon your request. We may revoke our approval by providing you with notice. Neither we nor any of our officers own an interest in or are presently affiliated with any approved or designated manufacturers, suppliers, or distributors. We may change our standards and specifications, or manufacturers, suppliers, or distributors who have our authorization at any time.

Required Purchases

TAB Promotional Materials

You will purchase promotional materials (the “**TAB Promotional Materials**”) directly from us or Pro-Forma, our current designated supplier. We may change our designated supplier at any time. A “**New Member Kit**” includes new TAB Member information. We may change the contents of the New Member Kits at any time. TAB Promotional Materials may include New Member Kits, brochures, books, videos, slides, forms, and other materials used by you in your TAB Business. You will maintain TAB Promotional Materials at all times in the amounts stated in the Operations Manual. We provide the initial New Member Kits (through our designated supplier) at no cost to you except for shipping charges. You will pay for any additional New Member Kits you request.

CRM System

You will sublicense the customer relationship management system (the “**CRM System**”) from us. We currently license our CRM System from Pipedrive Inc., but we may change vendors in the future. You will sign a CRM System Use Agreement when you sign your Franchise Agreement (Exhibit C).

Microsite

You will license a microsite for your TAB Business (the “**Microsite**”) from us. You will sign a Microsite Service Authorization and pay the monthly fee to us or our designated suppliers (Exhibit JD).

Computer Hardware

If you do not already have a suitable computer, you will purchase or lease a laptop computer with the specifications described in Item 11. You may purchase or lease this computer from any supplier you choose.

Insurance

You will maintain the following minimum insurance coverage during the term of your Franchise Agreement:

1. Comprehensive public/general liability and property damage insurance including personal and bodily injury liability, contractual liability, employer’s liability, and owner’s and contractor’s protective insurance coverage for the activities conducted by you, any employee, or any other

Obligation	Section in Franchise Agreement	Franchise Disclosure Document Item
(c) Site development and other pre-opening requirements	Not applicable.	Not applicable.
(d) Initial and ongoing training	Sections 7.1 and 8.1.	Item 11.
(e) Opening	Section 8.	Item 11.
(f) Fees	Section 5.	Items 5, 6, and 7.
(g) Compliance with standards and policies/Operations Manual	Sections 1.1, 6.4, 8.5, 8.8, 9, and 10.	Item 11.
(h) Trademarks and proprietary information	Section 13.	Items 13 and 14.
(i) Restrictions on products/services offered	Section 8.8.	Items 8 and 16.
(j) Warranty and customer service requirements	Section 8.6.	Item 16.
(k) Territorial development and sales quotas	Sections 2 and 9.5.	Item 12.
(l) Ongoing product/service purchases	Section 8.8.	Item 8.
(m) Maintenance, appearance, and remodeling requirements	Not applicable.	Not applicable.
(n) Insurance	Section 15.1.	Items 6 and 8.
(o) Advertising	Section 10.	Item 11.
(p) Indemnification	Section 15.2.	Item 6.
(q) Owner's participation/management/staffing	Sections 8.1, 8.9, 11, and 16.	Item 15.
(r) Records/reports	Section 12.	Item 6.
(s) Inspections/audits	Sections 12.3.	Item 6.
(t) Transfer	Section 16.	Item 17.
(u) Renewal	Section 4.	Item 17.
(v) Post-termination obligations	Section 17.6.	Item 17.
(w) Non-competition covenants	Section 14.2.	Item 17.
(x) Dispute resolution	Section 18.	Item 17.

ITEM 10

FINANCING

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

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18. Assign you a designated business coach to provide the New TAB Franchisee Business Coaching Services (defined below). We may assign a different business coach to you at any time (Section 7.1(d) of the Franchise Agreement, Item 6, and Item 7); and

19. Provide you with our then-current marketing support for your required Mass Marketing Campaign (Section 9.3(a) of the Franchise Agreement and Item 5).

Advertising and Marketing

You may create your own advertising materials and advertise locally within your Territory. All of your advertising will be in media of a type, format, and manner of communication that we approve and conform to the standards and requirements we specify in the Operations Manual. You will not use any advertising materials until you receive our written approval. We will approve or disapprove of your advertising materials within ten business days of the date we receive the advertising materials. You will not post any advertisements on the Internet or use any of our Trademarks as part of a domain name anywhere on the Internet or on any advertising materials without our approval.

You are not required to participate in any local or regional advertising cooperatives. We have a Marketing Advisory Board (the “MAB”) as described below.

We have no obligation to spend any amount on advertising in your Territory. We may use any aspect of your TAB Business as part of our marketing materials including, without limitation, seeking testimonials from your TAB Members.

First Year Local Marketing Requirement

You will engage in marketing activities for your TAB Business that will include, without limitation, conducting an initial Mass Marketing Campaign (defined below) during the first year following the Start of Service Offering. Upon completion of your initial Mass Marketing Campaign, you will conduct additional marketing, prospecting, and sales activities and programs for your TAB Business that may include, without limitation, additional Mass Marketing Campaigns per the guidelines set forth in the Operations Manual (“**Additional Marketing**”) for the balance of your first year of operation. You will pay for all marketing activities for your TAB Business.

Marketing Support

A mass marketing campaign is a marketing campaign to solicit prospects in your Territory to attend a Marketing Event (defined below) or a One-on-One Meeting (defined below) to become TAB Members (a “**Mass Marketing Campaign**”). You will conduct one or more Mass Marketing Campaigns during your first year of operation. We will provide marketing support to assist you with your Mass Marketing Campaigns as described in the Operations Manual. The provided marketing support for the initial Mass Marketing Campaign currently includes (i) acquiring a marketing list as defined in the Operations Manual, (ii) uploading the marketing list to your CRM System account, de-duping information, and creating a Mass Marketing Campaign target list, (iii) acquiring emails for your marketing list when available, (iv) an initial set of marketing collateral materials, (v) obtaining a URL for use in your TAB Business, and (vi) setting up your Microsite and providing you with access to the CRM (collectively, the “**Marketing Support**”). The Marketing Support will be provided as described in the Operations Manual. We have the right to change the Marketing Support at any time.

You will use our designated CRM System. You will pay a CRM System fee and sign a CRM System Use Agreement (Exhibit C). The CRM System fee may change in the future in our discretion. Our approved CRM System supplier may provide normal system maintenance and updates for the CRM System from time to time. We or our approved supplier may upgrade the CRM System from time to time. We are under no obligation to provide you with any ongoing service related to the CRM System. We may require you to update, upgrade, or change your computer and the CRM System you use in your TAB Business to conform to new standards or specifications at your expense and on a schedule that we determine. You may be required to upgrade your computer or purchase a new computer as technology improves. No contractual limit exists on the frequency or cost of this obligation.

You will maintain current information about matters like the status and responses to your Mass Marketing Campaigns and other marketing, sales, and prospecting efforts in your CRM System. We do not require access to your records on your computer, but we may require you to give us information through your computer or authorize remote access. We have independent access to the information stored in the CRM System that includes, without limitation, potential TAB Member leads, status, TAB Member data, activity levels, and other relevant notes. The data generated or stored by the CRM System includes TAB Members' names, addresses, contact information, and payment methods. All personally identifiable information is collected and stored in compliance with applicable privacy regulations. All financial information is collected and stored in compliance with PCI-DSS standards.

You will license a Microsite for your TAB Business from us and sign a Microsite Service Authorization (Exhibit JD).

Office Location Assistance

You may locate the office for your TAB Business in your home or any place within your Territory. Although you may establish an office outside your home, you are not required to do so. If you decide to lease office space for your TAB Business, we recommend an executive suite with a shared receptionist and conference room. The office need not be located in a central business district. The office location will be equipped according to our standards and specifications.

Start of Service Offering

If you are a new franchisee purchasing a franchise directly from us, the Start of Service Offering is generally the first day of the first month after you successfully complete the Initial Training Program as set out in Exhibit I of your Franchise Agreement. If you are purchasing a franchise from another franchisee or if you are a Facilitator engaged by either a TAB franchisee or us in a geographic area that includes some part of your Territory or you are renewing your right to operate your TAB Business, the Start of Service Offering is the date specified in Exhibit I of your Franchise Agreement.

We estimate that the typical length of time between signing a Franchise Agreement and the day a TAB Business begins operating will be approximately ten to 75 days. The primary factor that affects this time is your availability and the scheduling of our Initial Training Program.

Training Information

The Initial Training Program consists of online training and up to eight days of training conducted at our headquarters in our discretion. You will pay the Initial Training Fee for you or your Managing Party to attend the Initial Training Program. In addition to the Initial Training Program, you will also receive additional training on TAB Member acquisition and TAB Services delivery, StratPro Process training, HI-MAP Program training, and additional online training.

After you sign your Franchise Agreement and before the Start of Service Offering, you or your Managing Party will attend and complete the Initial Training Program described below to our satisfaction. You will complete the Initial Training Program within six months after signing your Franchise Agreement. The Initial Training Program is offered in multiple phases that may be consecutive or separate. Initial Training Program sessions are planned bimonthly and subject to change depending on space availability and franchisee attendance level. You may be required to study materials for up to fifty additional hours before, during, and after your classroom training begins. You will receive our certification as a “Certified TAB Facilitator” upon satisfactorily completing the Initial Training Program.

You may have additional participants attend the portion of the Initial Training Program conducted at our headquarters if you pay our then-current fees for each additional participant and receive our prior approval. You will pay all travel, living expenses, and wages that you, your Managing Party, and all of your additional participants incur to complete the Initial Training Program (Items 5 and 7).

The instructional materials include, without limitation, the Operations Manual, slides, videos, online training programs, handouts, audio presentations, and video presentations. The subjects covered in the portion of the Initial Training Program conducted at our headquarters and the approximate amount of time devoted to each subject is listed below. The Initial Training Program may be modified in our discretion. The exact number and distribution of hours of classroom training may vary in our discretion.

TRAINING SCHEDULE

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Introduction of Trainees and Trainers	0.5	N/A	Westminster, Colorado or virtually
Training Roadmap	0.5	N/A	Westminster, Colorado or virtually
DISC and Driving Forces for Facilitators	1.0	N/A	Westminster, Colorado or virtually
Business Owner Mindset	1.0	N/A	Westminster, Colorado or virtually
Takeaways and Homework (Phase 1 – Day 1)	0.25	N/A	Westminster, Colorado or virtually
Recap and Realignment	0.25	N/A	Westminster, Colorado or virtually
Becoming a Trusted Advisor	1.25	N/A	Westminster, Colorado or virtually
Foundations of Building a Strong Personal and TAB Brand	1.25	N/A	Westminster, Colorado or virtually
Preparing for Success	0.5	N/A	Westminster, Colorado or virtually
Takeaways and Homework (Phase 1 – Day 2)	0.25	N/A	Westminster, Colorado or virtually
Introduction to Marketing and Lead Generation	1.0	<u>N/A</u>	<u>Westminster, Colorado or virtually</u>
Choosing the Right Marketing Mix	1.0	N/A	Westminster, Colorado or virtually

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Fundamentals of Consultative Selling	1.0	N/A	Westminster, Colorado or virtually
Confirming Your Price and Using the Guarantee	0.75	N/A	Westminster, Colorado or virtually
Building Rapport and Trust	0.75	N/A	Westminster, Colorado or virtually
Sample Board Meetings	0.75	N/A	Westminster, Colorado or virtually
Conversation Starters and Elevator Pitches	0.75	N/A	Westminster, Colorado or virtually
Questioning for Sales	1.0	N/A	Westminster, Colorado or virtually
Storyselling and Linking to TAB Value	1.0	N/A	Westminster, Colorado or virtually
Embracing Objections	1.5	N/A	Westminster, Colorado or virtually
Takeaways and Homework (Phase 2 – Day 3)	0.25	N/A	Westminster, Colorado or virtually
Recap and Realignment (Phase 2 – Day 4)	0.25	N/A	Westminster, Colorado or virtually
TABNet: Networking Practice	0.75	N/A	Westminster, Colorado or virtually
Closing the Sale	0.75	N/A	Westminster, Colorado or virtually
Discovery Meeting Overview	0.5	N/A	Westminster, Colorado or virtually
Discovery Meeting Practice	2.25	N/A	Westminster, Colorado or virtually
Circle of Influence Events	0.75	N/A	Westminster, Colorado or virtually
Discovery Meeting Debrief	1.0	N/A	Westminster, Colorado or virtually
Alignment Meeting Overview	1.0	N/A	Westminster, Colorado or virtually
Takeaways and Homework (Phase 2 – Day 4)	0.25	N/A	Westminster, Colorado or virtually
Recap and Realignment (Phase 2 – Day 5)	0.25	N/A	Westminster, Colorado or virtually
Alignment Meeting Practice	2.0	N/A	Westminster, Colorado or virtually
Alignment Meeting Debrief	0.5	N/A	Westminster, Colorado or virtually
Final Review of Sales	0.5	N/A	Westminster, Colorado or virtually
Completing the Loop – How to Move From Sales to Coaching	0.5	N/A	Westminster, Colorado or virtually

Contract Facilitator Agreement (defined below) to us. The Facilitator Training Fee is currently \$3,000.00 for coaching and facilitation training. Your Facilitators can pay their travel and accommodation expenses incurred to attend the Facilitator Training directly to third party providers, but you must pay the Facilitator Training Fee. Facilitator Training is subject to class availability.

We will produce an international conference that you will attend on an annual basis in our discretion. The international conference fee is currently \$1,500.00 for two people to attend, but may change in the future in our discretion. We may require you to attend additional international conferences. You will not be required to attend more than two international conferences in a calendar year. We may also provide you with marketing best practices or assistance with your marketing plans and marketing budget upon your reasonable request.

Operations Manual

You will operate your TAB Business in compliance with the operational systems, procedures, policies, methods, and requirements in the Operations Manual and any revisions, modifications, or amendments to the Operations Manual. Any physical copies of the Operations Manual in your possession will be kept in a secure place within your TAB Business premises. The Operations Manual and all other manuals or written materials relating to your TAB Business will be returned to us upon termination or expiration of your Franchise Agreement. We may change the Operations Manual in our discretion, but the modifications will not substantially or materially alter your status and rights under the Franchise Agreement. The Operations Manual is confidential and remains our property. At present, the Operations Manual is approximately 200 pages long. The Operations Manual Table of Contents is attached as Exhibit **DE** to the Franchise Disclosure Document.

We may notify you of changes to the Operations Manual by any method including, without limitation, email, posting the modified Operations Manual on the Facilitator Intranet or on our website, or by facsimile transmission. You will check the Facilitator Intranet for changes to the Operations Manual. You will ensure that the Operations Manual is kept current at all times. You will abide by any modifications, changes, additions, deletions, and alterations to the Operations Manual and be responsible for all costs and expenses that you may incur to comply. You may need to purchase updated equipment, products, and supplies at your expense. If there is any dispute as to the contents of the Operations Manual, the master copy of the Operations Manual we maintain at our principal office will control.

Establishing Prices

We do not determine prices charged by our franchisees for goods and services.

Approved Suppliers

We provide assistance with the provision of equipment, signs, fixtures, opening inventory, and supplies as previously described in Item 8. This assistance may be provided directly by us or indirectly by our approved suppliers or suppliers who meet our specifications. We provide the names of approved suppliers in the Operations Manual. We do not provide written specifications for approval. We do not deliver or install any items.

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ITEM 12
TERRITORY

The Territory

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets we own, or from other channels of distribution or competitive brands we control. Your Territory will be Canada and the U.S.A. We will grant you a license to use the Licensed Methods under the Trademarks for the operation of your TAB Business anywhere within your Territory. Your Territory may differ significantly from the Legacy Territories (defined below) of certain pre-existing franchisees.

Your TAB Business may be located anywhere within your Territory. You do not need to obtain our approval for the specific location of your TAB Business as long as it is located within your Territory. There are no circumstances that allow us to modify your territorial rights.

Marketing Rights

There are no restrictions on marketing activities conducted by other franchisees who share your Territory. You may market anywhere within your Territory with the exception of the Territories of certain pre-existing franchisees (each, a “**Legacy Territory**”) in which you are prohibited from conducting marketing activities targeted primarily towards (i) a Legacy Territory or (ii) potential TAB Members located in a Legacy Territory that have a relationship with you that either existed before you began operating your TAB Business or developed out of an association that occurred naturally and was not solicited, have been referred to you by a TAB Member or other party who personally knows the referred potential TAB Member (as long as the referring party did not solicit the potential TAB Member on your behalf), attended a Marketing Event you presented before you began operating your TAB Business, or for whom we may make an exception in our reasonable discretion based on the totality of the circumstances (a “**Prospect Exception**”). We may also deem a potential TAB Member who would otherwise qualify as a Prospect Exception to not be a Prospect Exception in our reasonable discretion.

You are not permitted to market outside of your Territory in any manner except as may unavoidably occur due to mass distribution via the Internet. You may not use any channels of distribution including, without limitation, catalog sales, telemarketing, or other direct marketing to solicit business outside of your Territory.

Ancillary Business Services

You may provide Ancillary Business services or products to your TAB Members. You may advertise your Ancillary Business services (Item 16) in publications of general circulation anywhere if the advertisement does not refer to or contain any of the Trademarks or Licensed Methods. We may require you to submit advertising materials for your Ancillary Business services to us for prior approval. The advertising must be lawful and not violate any consumer protection laws.

No Options, Rights of First Refusal, or Right to Relocate

You have no option, right of first refusal, or similar contractual right to acquire additional TAB Business franchises and no rights to purchase additional TAB Businesses. You have no right to relocate your TAB Business outside of your Territory. We will not consider you eligible to purchase additional TAB Businesses unless (i) you are in full compliance of your Franchise Agreement and the Operations Manual at all times, (ii) you demonstrate to us that you meet the marketing threshold based on your tax

returns for the previous year (Item 11), and (iii) you meet our then-current qualifications for new franchisees.

Reservation of Rights

To Us and Our Affiliates

The following rights are reserved to us, our affiliates, successors, and assigns:


1. To use and license the use of the Licensed Methods for the operation of TAB Businesses anywhere in the world;
2. To use and license the use of the Licensed Methods for the offering or provision of Supplemental Products and Services anywhere in the world;
3. To use the Licensed Methods and Trademarks to market and conduct on an international, nationwide, regional, or local basis, conventions, conferences, briefings, workshops, or seminars for TAB Members or non-TAB Members in person or through electronic media or other forms of communication anywhere in the world;
4. To have direct communications including, without limitation, conducting research surveys and testing programs with any party anywhere in the world. ~~Such~~These direct communications may include, without limitation, TAB or its designee contacting you, your TAB Members, and any potential TAB Members served by your TAB Business. You will participate in these direct communications as we reasonably require;
5. To offer, sell, and license, or franchise others to offer and sell products and services that may use the Licensed Methods but do not involve forming or facilitating TAB Boards and do not use the Trademarks or words that are confusingly similar to the Trademarks (“**Other Businesses**”). Other Businesses may be marketed and sold to anyone located anywhere in the world including to your TAB Members and may include, without limitation, business educational briefings, seminars, workshops, business coaching, and consulting services provided to business leaders;
6. To acquire businesses that are the same as or similar to your TAB Business and operate the businesses anywhere in the world and to be acquired by any third party that operates businesses that are the same as or similar to your TAB Business anywhere in the world;
7. To use alternative distribution channels like the Internet to offer and sell products or services that may use the Licensed Methods using the Trademarks or other trademarks anywhere in the world. We do not provide compensation to you if we provide products and services through alternative distribution channels; and
8. To solicit or accept orders within your Territory. We do not provide compensation to you if we solicit or accept orders within your Territory.

ITEM 13

TRADEMARKS

The Franchise Agreement grants you the nonexclusive right to use the Trademarks in your TAB Business. We own the Trademarks and have registered or applied for registration of the following

principal Trademarks with the United States Patent and Trademark Office (the “USPTO”) on the Principal Register:

Trademark	Registration Number	Registration Date
BUSINESS BUILDER’S ADVANTAGE	99580176 (serial number)	January 6, 2026 (application date)
HI-MAP	8018875	November 11, 2025
STRATEGIC BUSINESS LEADERSHIP	2512533	November 27, 2001
STRATPRO	5885809	October 15, 2019
TAB	3161296	October 24, 2006
TAB BOARDS	2812223	February 10, 2004
THE ALTERNATIVE BOARD	2326459	March 7, 2000
THE ALTERNATIVE BOARD TAB	1669689	December 24, 1991
TIPS FROM THE TOP	2085944	August 5, 1997
	3201681	January 23, 2007

We have filed all required affidavits. There are no material determinations of the USPTO, the Trademark Trial and Appeal Board, or any state trademark administrator or court of any pending infringement, opposition, or cancellation proceeding. There is no pending material federal or state court litigation regarding our use or ownership of the Trademarks. There are no agreements that significantly limit our rights to use or license the Trademarks. We do not know of any prior rights or infringing uses that could materially affect your use of the Trademarks.

The Franchise Agreement grants you the nonexclusive right to use the Trademarks in your TAB Business. We own the Trademarks. You will follow our rules when you use the Trademarks. Guidelines regarding proper trademark use and notices are in the Operations Manual and will be updated periodically in our discretion. You will not use our Trademarks or trade names as part of a corporate name. You will not use any of our trademarks or trade names that we have not licensed to you under your Franchise Agreement. You will not use the Trademarks or trade names that we license to you with any modifying words, designs, or symbols. You will not use the Trademarks to sell unauthorized products or services or in any manner we have not authorized. You will not use the Trademarks or our trade names in any business other than your TAB Business. You will not use the Trademarks or our trade names (or anything similar thereto) in any domain name that we have not licensed to you or on the Internet except for the Microsite that we license to you.

You will notify us immediately when you learn about an infringement of or challenge to your use of the Trademarks. We are not required to take affirmative action when notified of ~~such~~the infringement and we are not contractually obligated by your Franchise Agreement to protect you against claims of infringement or unfair competition involving the Trademarks, but it is our policy to do so when your rights require protection in the opinion of our counsel. We will pay costs associated with any litigation that we elect to bring or defend to protect your use of the licensed Trademarks including attorneys’ fees and court costs. We do not indemnify you for expenses or damages you incur. You will fully cooperate with us in any litigation we bring or defend for your benefit. We will control any administrative proceeding or litigation involving the Trademarks.

If we determine it is necessary to modify or discontinue use of all or any part of the Trademarks or to develop additional or substitute marks in our discretion, you will take ~~such~~such actions at your sole expense as is necessary to comply with ~~such~~the modification, discontinuation, addition, or substitution within a reasonable time after receipt of our written notice.

ITEM 14

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents

We do not have any patents or pending patent applications that are material to the TAB Business.

Copyrights

Our Operations Manual and all other manuals, systems, binders, logos, designs, marketing materials, layouts of advertising materials, books, writings, recordings, videos, software, web content, electronic files, printed materials, Licensed Methods, and all revisions, modifications, changes, and derivatives of these materials that we provide to you for use in your TAB Business (collectively, the “**Copyrighted Materials**”) are protected by copyright and other laws. Although we have not filed an application for copyright registration for the Copyrighted Materials, we claim common law and federal copyrights and trade secret rights in the Copyrighted Materials. We grant you the right to use the Copyrighted Materials in your TAB Business, but the Copyrighted Materials remain our sole property. There are no currently effective material determinations of the United States Copyright Office or any court of competent jurisdiction regarding the Copyrighted Materials. There are no agreements that limit the use of the Copyrighted Materials. You will use copyright, confidentiality, or other proprietary notices on all the Copyrighted Materials.

Proprietary Information

The Operations Manual, electronic information and communications, marketing, advertising and related information and materials, data bases (whether in print, electronic, or other form), Membership Information (defined below), the Licensed Methods, and other written or oral information developed and used in connection with the TAB Business are our confidential information and trade secrets (collectively, the “**Confidential Information and Trade Secrets**”).

“**Membership Information**” means all aspects of soliciting new TAB Members, written agreements with TAB Members, TAB Member lists, TAB Member information and records (including names, addresses, phone numbers, and email addresses), marketing lists, documents, correspondence, files, lists of renewal dates, literature of whatever form regarding TAB Boards, TAB Members, or potential TAB Members with whom you discussed or have had an appointment to discuss any part of the Licensed Methods at any time. Membership Information does not include your work product not involving or related to the TAB Business or matters related solely to an Ancillary Business.

The Licensed Methods include the TAB system, Copyrighted Materials, and Confidential Information and Trade Secrets. The TAB system includes the proprietary methods, processes, and system to operate a TAB Business including, without limitation, our know-how, trade secrets, materials, and methods for operating a TAB Business as they may be changed, improved, modified, and further developed by us or our affiliates from time to time.

We own the Confidential Information and Trade Secrets and all records relating to the Confidential Information and Trade Secrets. We may use or transfer the Confidential Information and Trade Secrets in any way we wish, both before and after any termination, expiration, repurchase, transfer, or otherwise. We may contact any of your TAB Members, suppliers, and other service providers for quality control, market research, and ~~such~~any other purposes ~~as~~ we deem appropriate in our discretion.

You will not use, publish, disclose, divulge, or in any manner communicate the Confidential Information and Trade Secrets to any person, firm, corporation, association, partnership, or any other entity in any manner other than for your TAB Business, and then only as we permit. You will not use, copy, or imitate, or allow any other person, firm, corporation, association, partnership, or other entity to use, copy, or imitate, any of the Confidential Information and Trade Secrets or any materials confusingly similar to the Confidential Information and Trade Secrets in any manner other than for your TAB Business, and then only as we permit. Your Managing Party and each of your officers, owners, directors, employees, other beneficial owners, Facilitators, your immediate family members, and your employees who become aware of the Confidential Information and Trade Secrets must execute a non-disclosure and non-competition agreement.

If you, your Managing Party, owners, directors, other beneficial owners, or Facilitators develop any new intellectual property, inventions, copyrights, trade secrets, concepts, processes, products, or improvements to the operation or promotion or otherwise in relation to your TAB Business (collectively, the “**Improvements**”), you will promptly notify us and give us all necessary information relating thereto at no charge. The Improvements will be our property and you, your Managing Party, owners, directors, other beneficial owners, or Facilitators will sign an assignment of ~~such~~the Improvements to us. We may allow other franchisees to use the Improvements. We may allow you to use Improvements derived from other franchisees.

We do not know of any copyright or patent infringement that could materially affect your use of the Copyrighted Materials or Confidential Information and Trade Secrets.

Challenges

You will notify us immediately when you learn about an infringement of or challenge to your use of the Copyrighted Materials or Confidential Information and Trade Secrets. We are not required to take affirmative action when notified of ~~such~~the infringement. We are not contractually obligated by your Franchise Agreement to protect you against claims of infringement or unfair competition involving the Copyrighted Materials or Confidential Information and Trade Secrets, but it is our policy to do so when your rights require protection in the opinion of our counsel. We will pay costs associated with any litigation that we elect to bring or defend to protect your use of the Copyrighted Materials or Confidential Information and Trade Secrets including attorneys’ fees and court costs. We do not indemnify you for expenses or damages you incur. You will fully cooperate with us in any litigation we bring or defend for your benefit. We will control any administrative proceeding or litigation involving the Copyrighted Materials or Confidential Information and Trade Secrets.

If we determine it is necessary to modify or discontinue use of any proprietary Copyrighted Materials or Confidential Information and Trade Secrets in our discretion, you will take ~~such~~any action at your sole expense as may be necessary to comply with ~~such~~the modification or discontinuation within a reasonable time after receipt of our written notice.

Any unauthorized use of any of the Copyrighted Materials or Confidential Information and Trade Secrets by you constitutes an infringement of our or our affiliates’ rights.

without our written consent. You will discontinue selling and offering for sale any TAB Services we disapprove in writing at any time in our discretion.

You may conduct Board Meetings and additional TAB-related coaching or consulting in person, via videoconference, or by any other technological means or methods in use now or developed in the future. You will conduct Board Meetings and additional TAB-related coaching or consulting in compliance with the Operations Manual including, without limitation, the Operations Manual's directives regarding Members who are recruited as Prospect Exceptions. We may revise or curtail the permitted methods by which you or your Facilitators may conduct Boards Meetings and additional TAB-related coaching or consulting in our discretion.

You will not reship, transship, or sell any products purchased from us to any of our current or former franchisees or distributors or any reseller of the products. You will not purchase products from any of our current or former franchisees without our prior consent. You will sell the products purchased through us only through your TAB Business. You will not sell the products for resale. You will use the TAB system and Licensed Methods only with your TAB Members.

You will offer the warranties and guarantees to your qualifying TAB Members and potential TAB Members that we require from time to time. You may offer other warranties or guarantees in your TAB Business. You will honor all proper claims under any authorized warranties and guarantees in accordance with the terms and conditions of ~~any such~~the warranties or guarantees.

Ancillary Business Services

You or your Facilitators may offer and advertise Ancillary Business services anywhere within or outside your Territory as long as (i) you do not use the Licensed Methods or Trademarks, (ii) the Ancillary Business services do not constitute a Competitive Activity (defined below), and (iii) the Ancillary Business services do not harm, or disparage the goodwill associated with your TAB Business, the Trademarks, or the Licensed Methods in our sole opinion.

A “**Competitive Activity**” means the following:

1. Offering services and products using methodology that is the same as, materially similar to, or competitive with the Licensed Methods;
2. Marketing or facilitating groups of business leaders if ~~such~~the group meetings are the same as, materially similar to, or competitive with TAB Boards;
3. Providing strategic planning services for business entities or their planning teams;
4. Providing regularly-scheduled private coaching sessions, mentoring, or strategic planning services for business owners, business leaders, business executives, or their planning teams that use processes, methods, or systems that are the same as or materially similar to those used by the TAB system;
5. Providing services of the type we or our affiliates provide where those services are provided in relation to businesses of the type described in (1) to (4) above;
6. Directly or indirectly owning any capital stock, partnership interest, membership interest, or any other interest in a business or entity that engages in the activities described in (1) to (5) above whether beneficially or of record;

7. Directly or indirectly participating in the management or operation of a business as a partner, investor, shareholder, owner, director, officer, employee, principal, agent, advisor, contractor, consultant, or in any other capacity of any entity, business, or person that engages in the activities described in (1) to (5) above;

8. Franchising, licensing, conducting, or connecting with or assisting any person, entity, or business to franchise, license, conduct, or be connected with the activities described in (1) to (5) above; or

9. Directly or indirectly diverting or attempting to divert any business related to or any customer or account of your TAB Business, us, our affiliates, any other business we operate, our franchisees or licensees, Other Businesses, or any other business then being offered or operated by us or our affiliates in your Territory, or directly or indirectly diverting or attempting to divert the employment of any of our employees or Facilitators or those of another TAB franchisee, licensee, or TAB affiliate to any entity to conduct activities described above.

Supplemental Products and Services

We may offer you the option to offer Supplemental Products and Services through your TAB Business. If you elect to offer Supplemental Products and Services, you may be required to attend training or make specified purchases of products or services offered in connection with the Supplemental Products and Services. There may be fees and minimums payable in addition to those in the Franchise Agreement for the right to offer Supplemental Products and Services. We do not currently collect any Royalty Fees on any Supplemental Products and Services, but may do so in the future.

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ITEM 17

RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the Franchise Agreement and related agreements. You should read these provisions in the agreements attached to this Franchise Disclosure Document.

Provision	Section in Franchise Agreement	Summary
(a) Length of Franchise Term	Section 3.1.	Five, seven, or ten years from your Start of Service Offering at your election.
(b) Renewal or Extension of the Term	Sections 3.2 and 4.1.	You may renew your right to operate a TAB Business for successive consecutive year terms equal to the initial term period you select (five, seven, or ten years).
(c) Requirements for Franchisee to Renew or Extend	Section 4.1.	Requirements include, without limitation, providing written notice, signing the then-current Franchise Agreement, paying a renewal fee, not

Provision	Section in Franchise Agreement	Summary
		being in default of any agreements, (including the Franchise Agreement) with us or our affiliates, completing any required refresher training, and executing a release. The then-current Franchise Agreement you may be required to sign may have materially different terms and conditions than your original Franchise Agreement.
(d) Termination by Franchisee	Sections 3.3 and 5.2.	You may terminate after three years of operation by giving us 120 days' written notice and paying an early termination fee of \$25,000.00 (subject to applicable state law).
(e) Termination by Franchisor Without Cause	None.	Not applicable.
(f) Termination by Franchisor with Cause	Sections 17.2 and 17.3.	Each of your obligations under the Franchise Agreement is a material and essential obligation, the breach of which may result in a termination.
(g) "Cause" Defined – Curable Defaults	Sections 17.2.	Curable defaults include, without limitation, your failure to pay any sums owed to us or our affiliates within seven days after notice, your failure to perform your obligations under the Franchise Agreement within 30 days (or such other another period as may be provided under specific state law or the Franchise Agreement) after notice, your misrepresentation of information in connection with the Franchise Agreement and failure to cure within 30 days (or such other another period as may be provided under specific state law or the Franchise Agreement) after notice, your misuse of the Trademarks or Licensed Methods and failure to cure within 30 days (or such other another period as may be provided under specific state law or the Franchise Agreement) after notice, or your use of a Facilitator who has not signed an approved Contract Facilitator Agreement, not satisfactorily completed the Facilitator Training, is unqualified to serve as a Facilitator,

Provision	Section in Franchise Agreement	Summary
		or has made payments to you and failure to cure within 30 days (or such other another period as may be provided under specific state law or the Franchise Agreement) after notice.
(h) "Cause" Defined – Non-Curable Defaults	Section 17.3.	Non-curable defaults include, without limitation, conviction of a felony or any other criminal misconduct that adversely affects your TAB Business, Licensed Methods, us, our affiliates, TAB franchisees or licensees, fraudulent activity, misrepresentation of information you are required to report, conduct that reflects unfavorably on your TAB Business, other franchisees, licensees, Licensed Methods, us or our affiliates, abandonment of your TAB Business, failure to pay sums when due if the failure is not cured within seven days, failure to pay any amounts due to us on their due date two or more times within a twelve-month period, three or more failures or refusals to comply with the provisions of the Franchise Agreement within a twelve-month period, you, your Managing Party or one or more guarantors become insolvent, subject to bankruptcy proceedings, or subject to a general assignment for benefit of creditors, diversion, concealment or failure to report any recruiting for TAB Members in violation of the Franchise Agreement, collecting directly from TAB Members any Membership Dues, Business Assessment Fees or other fees from TAB Members without our approval, you, your affiliates or persons identified in the Franchise Agreement engage in Competitive Activity, challenge or attempt to register a patent, trademark, or copyright of any of the Licensed Methods, Trademarks, or other proprietary information we provide

Provision	Section in Franchise Agreement	Summary
		transferee's satisfactory completion of the Initial Training Program or other training program we determine, the transferee signing our then-current Franchise Agreement, payment of any transfer fee and any additional fees (such as like broker commissions, resale fees, and internal sales commissions), your execution of a release, and the transferee meeting our then-current standards to operate a TAB Business.
(n) Franchisor's Right of First Refusal to Acquire Franchisee's Business	Section 16.8.	We can match any offer.
(o) Franchisor's Option to Purchase Franchisee's Business	None.	Not applicable.
(p) Death or Disability of Franchisee	Section 16.6.	Your TAB Business must be transferred to a third party we approve within 180 days. You must appoint an approved interim manager within 15 days.
(q) Non-Competition Covenants During the Term of the Franchise	Section 14.2.	You will not directly or indirectly engage in any Competitive Activity anywhere. You will not conduct marketing activities primarily targeted towards a Territory other than your Territory: (subject to applicable state law).
(r) Non-Competition Covenants After the Franchise is Terminated or Expires	Section 14.2.	Covenants include, without limitation, operating or having an ownership interest in a similar business that engages in a Competitive Activity within 25 miles of where a TAB Board meets for two years following termination or expiration: (subject to applicable state law).
(s) Modification of the Agreement	Section 21.13.	No modifications generally, but the Operations Manual may change.
(t) Integration/Merger Clause	Section 21. 13 12.	Any representations made outside the Franchise Disclosure Document and Franchise Agreement may not be enforceable. Only the terms of the Franchise Agreement are binding (subject to applicable state law). Any representations or promises made outside the Disclosure

Provision	Section in Franchise Agreement	Summary
		Document and Franchise Agreement may not be enforceable.
(u) Dispute Resolution by Arbitration or Mediation	Sections 18.1(b) and(c).	Except for actions brought for injunctive or extraordinary relief, the following actions are subject to mediation: actions involving the Trademarks or other intellectual property, violations of the non-compete and confidentiality requirements, or actions solely limited to monetary obligations under the Franchise Agreement, other agreement relating to the TAB Business or relationship. If there is no resolution, then arbitration in Denver, Colorado, or the city nearest to TAB headquarters (subject to applicable state law).
(v) Choice of Forum	Sections 18.2, 18.3, and 18.10.	The venue for all proceedings related to or existing out of the Franchise Agreement is Denver, Colorado, or the city nearest to TAB headquarters (subject to applicable state law).
(w) Choice of Law	Section 18.5.	Colorado law applies (subject to applicable state law)-(see the State Law Addenda and Rider, Exhibit H) (subject to applicable state law).

If a state regulator requires us to make additional disclosures related to the information contained in this Franchise Disclosure Document, these additional disclosures are contained in the State Law Addenda and Rider included in this Franchise Disclosure Document as Exhibit ~~H~~.

ITEM 18

PUBLIC FIGURES

We do not use any public figures to promote our franchises.

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC’s Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the Franchise 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

Average Length of Membership	Median Length of Membership
5.6 Years	3.3 Years

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11. All information used in the charts above reported by our domestic franchisees was reported voluntarily in response to our system-wide requests. Some franchisees elected to not report any information or report partial information that only relates to some of the charts above. We do not audit any of the information reported by our franchisees.

Other than the preceding financial performance representation, we 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 Amber Paugh, TAB Boards International, Inc., 11081 Sheridan Boulevard, Westminster, Colorado 80020, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

**Table No. 1
System-Wide Outlet Summary
For Years 2023 to 2025**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	113	100	-13
	2024	100	96	-4
	2025	96	88	-8
Company-Owned	2023	13	11	-2
	2024	11	8	-3
	2025	8	10	+2
Total Outlets	2023	126	111	-15
	2024	111	104	-7
	2025	104	98	-6

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**Table No. 2
Transfers of Outlets From Franchisees to New Owners (Other Than the Franchisor)
For Years 2023 to 2025**

State	Year	Number of Transfers
North Carolina	2023	1
	2024	0
	2025	0
Ohio	2023	0
	2024	0
	2025	1
Pennsylvania	2023	1
	2024	0
	2025	0
Texas	2023	0
	2024	0

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons*	Outlets at End of the Year
New York	2023	3	0	0	0	0	0	3
	2024	3	0	0	1	0	0	2
	2025	2	0	0	0	0	0	2
North Carolina	2023	2	1	0	0	0	1	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Ohio	2023	5	0	0	0	0	1	4
	2024	4	0	0	0	0	1	3
	2025	3	1	0	0	0	1	3
Oklahoma	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Pennsylvania	2023	7	1	0	0	0	1	7
	2024	7	0	0	0	0	0	7
	2025	7	1	0	0	0	1	7
South Carolina	2023	5	0	0	0	0	1	4
	2024	4	1	0	0	0	0	5
	2025	5	0	0	1	0	0	4
Tennessee	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Texas	2023	9	0	1	0	0	1	7
	2024	7	0	0	0	0	0	7
	2025	7	2	0	0	0	2	7
Virginia	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Washington	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	1	1
Wisconsin	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Total for the United States	2023	101	7	1	0	0	18	89
	2024	89	7	1	4	1	4	86
	2025	86	11	0	4	0	10	83

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**Status of Franchised Outlets – TAB Businesses (International)
For Years 2023 to 2025**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons*	Outlets at End of the Year
Alberta, Canada	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
British Columbia, Canada	2023	1	0	0	0	0	1	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Ontario, Canada	2023	9	1	0	0	0	0	10
	2024	10	0	0	1	0	0	9
	2025	9	0	0	1	2	2	4
Caracas, Venezuela	2023	1	0	0	0	0	1	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Total International	2023	12	1	0	0	0	2	11
	2024	11	0	0	1	0	0	10
	2025	10	0	0	1	2	2	5
Total United States and International	2023	113	8	1	0	0	20	100
	2024	100	7	1	5	1	4	96
	2025	96	11	0	5	2	12	88

* Franchisees in this column signed voluntary termination agreements, abandoned their TAB Businesses, transferred their TAB Businesses, are deceased, or failed to communicate with us within ten weeks prior to December 31, 2025.

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**Table No. 4
Status of Company-Owned Outlets
For Years 2023 to 2025**

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
California	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Colorado	2023	2	0	0	1	0	1
	2024	1	0	0	1	0	0
	2025	0	0	0	0	0	0
Florida	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Minnesota	2023	1	0	0	0	0	1
	2024	1	1	0	1	0	1
	2025	1	0	0	0	0	1

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Pennsylvania	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Texas	2023	6	0	0	1	0	5
	2024	5	0	0	2	0	3
	2025	3	0	0	0	0	3
Wisconsin	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Ontario, Canada	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	2	0	0	0	2
Total	2023	13	0	0	2	0	11
	2024	11	1	0	4	0	8
	2025	8	2	0	0	0	10

Table No. 5
Projected Openings as of December 31, 2025

State	Franchise Agreements Signed, But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Connecticut	0	1	0
Iowa	0	1	0
New York	0	1	0
Pennsylvania	0	1	0
Wyoming	0	1	0
Total	0	5	0

A list of the names of all franchisees and the addresses and telephone numbers of their TAB Businesses as of the date of this Franchise Disclosure Document are listed in Exhibit **EF** to this Franchise Disclosure Document. A list of the names, cities, states, and current business telephone numbers or last-known home telephone numbers of all franchisees who have had a TAB Business terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business as of the date of this Franchise Disclosure Document or who have not communicated with us within ten weeks of the date of this Franchise Disclosure Document are listed in Exhibit **FG** to this Franchise Disclosure Document.

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

Franchisees have signed confidentiality clauses during the last three fiscal years. In some instances, ~~such as in voluntary termination agreements~~, current and former franchisees sign provisions restricting their ability to speak openly about their experience with TAB Businesses. You may wish to speak with current and former franchisees but be aware that not all such franchisees will be able to communicate with you.

We do not know of any trademark-specific franchisee organization associated with the TAB system.

ITEM 21

FINANCIAL STATEMENTS

Attached to the Franchise Disclosure Document as Exhibit **GH** are our audited financial statements as of December 31, 2023, 2024, and 2025. Our fiscal year end is December 31.

ITEM 22

CONTRACTS

Attached to this Franchise Disclosure Document are the following contracts:

- B. TAB Boards International, Inc. Franchise Agreement
 - B-I. Addendum to TAB Boards International, Inc. Franchise Agreement
 - B-II. Statement of Ownership
 - B-III. TAB Boards International, Inc. Guarantee and Assumption of Franchisee's Obligations
 - B-IV. TAB Boards International, Inc. Conditional Assignment of Telephone and Directory Listings, Etc.
 - B-V. Closing Acknowledgment
 - B-VI. State Law Rider
 - B-VII. TAB Boards International, Inc. Trademarks
- C. TAB Boards International, Inc. CRM System Use Agreement
- D. TAB Boards International, Inc. Microsite Service Authorization
- I. State Law Addenda and Riders

ITEM 23

RECEIPT

On the last two pages of this Franchise Disclosure Document (Exhibit J), you will find two copies of the Receipt page. You must sign, date, and deliver the copy of the Receipt page labeled "To be returned to TAB Boards International, Inc." to us for our records.

5. The following language is added to the Franchise Disclosure Document:

Illinois law governs the Franchise Agreement.

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

Your rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

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.

MARYLAND

~~1. The third Risk Factor on the “Special Risks to Consider About This Franchise” page is deleted.~~

~~2~~ 1. Item 5 of the Franchise Disclosure Document, captioned “Initial Fees,” is amended by the addition of the following:

The Maryland Securities Commissioner requires us to defer payment of the Initial Franchise Fee and other initial payments owed by franchisees to us until we have completed our pre-opening obligations under the Franchise Agreement.

~~32~~ 1. The “Summary” sections of Items 17(c) and (m) of the Franchise Disclosure Document, captioned “Requirements for You to Renew or Extend” and “Conditions for Our Approval of Transfer,” are amended by adding the following:

The general release required as a condition of renewal, sale, or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

~~43~~ 1. The “Summary” section of Item 17(h) of the Franchise Disclosure Document, captioned “Cause’ Defined – Non-Curable Defaults,” is amended by adding the following:

The Franchise Agreement provides for termination upon your insolvency. This provision might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.), but we will enforce it to the extent enforceable.

~~54~~ 1. The “Summary” section of Item 17(v) of the Franchise Disclosure Document, captioned “Choice of Forum,” is amended to read as follows:

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

65. The following is added to the end of the Item 17 chart:

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

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship will 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.

MICHIGAN

THE FOLLOWING APPLIES 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 that deprives a Franchisee of rights and protections provided in this act. This will 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 will include the failure of the Franchisee to comply with any lawful provision of the franchise agreement 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 that 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 five 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 six 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 will not preclude the Franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

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**THE FOLLOWING PAGES IN THIS EXHIBIT HI ARE
STATE-SPECIFIC RIDERS TO THE FRANCHISE AGREEMENT**

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	<i>PENDING</i>
Hawaii	<i>PENDING</i>
Illinois	<i>PENDING</i>
Indiana	<i>PENDING</i> <u>April 7,</u> <u>2026</u>
Maryland	<i>PENDING</i>
Michigan	May 5, 2025
Minnesota	<i>PENDING</i>
New York	<i>PENDING</i>
North Dakota	<i>PENDING</i>
Rhode Island	<i>PENDING</i> <u>April 30,</u> <u>2026</u>
South Dakota	<i>PENDING</i> <u>April 22,</u> <u>2026</u>
Virginia	<i>PENDING</i>
Washington	<i>PENDING</i>
Wisconsin	<i>PENDING</i> <u>April 7,</u> <u>2026</u>

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.