

FRANCHISE DISCLOSURE DOCUMENT

IA Franchising, LLC
A Florida Limited Liability Company
2121 Vista Parkway
West Palm Beach, FL 33411
(888) 816-6749
www.intelligentassistant.com



We offer a franchise for the right to operate a business solutions company focused on meeting both the communications and virtual office needs of companies under the name “Intelligent Assistant” nationwide (“Centers”). Centers offer a range of vital business services including live reception, administrative services, and office management technology (collectively, the “Approved Services”). Most services have the option for daily membership and/or a la carte service customized specifically for business needs.

The total investment necessary to begin operation of an Intelligent Assistant franchised business is between \$168,000 and \$395,000. This includes between \$137,000 and \$182,000 that must be paid to the franchisor or its affiliate(s).

The total investment necessary to begin operation of three Intelligent Assistant area developer franchises is \$218,000 to \$445,000 which includes: (i) a development fee amounting to \$99,500 that is paid to the franchisor; and (ii) the estimated initial investment necessary to commence operating the initial franchised Center you are required to develop in your development schedule.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact a Franchise Development Specialist at 2121 Vista Parkway, West Palm Beach, Florida 33411; (888) 816-6749.

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 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 also may be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: August 15, 2025 as amended March 2, 2026

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 Item 20 or <u>Exhibit E</u> .
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?	Item 21 or <u>Exhibit D</u> 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 Intelligent Assistant 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 an Intelligent Assistant franchisee?	Item 20 or <u>Exhibit E</u> lists 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 G](#).

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 mediation, arbitration and/or litigation only in Florida. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Florida 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. We 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.

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.

DISCLOSURES REQUIRED BY CONNECTICUT LAW

The State of Connecticut has not reviewed and does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the State. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

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

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.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

- (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 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 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.

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 this notice should be directed to the Department of Attorney General, State of Michigan, 670 Law Building, Lansing, Michigan 48913, telephone (517) 373-7117.

DISCLOSURES REQUIRED BY NORTH CAROLINA LAW

The State of North Carolina has not reviewed and does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the State. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

DISCLOSURES REQUIRED BY SOUTH CAROLINA LAW

The State of South Carolina has not reviewed and does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the State. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

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ATTACHED EXHIBITS

Exhibit A	Franchise Agreement and Applicable Addenda
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ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this franchise disclosure document (“Disclosure Document”), “we,” “us,” “IA,” or “our” means IA Franchising, LLC, the franchisor. “You” or “your” means the person, and its owners if the Franchisee is a business entity, who buys the franchise from us.

The Franchisor

We are a Florida limited liability company formed in May 2025. Our principal business address is 2121 Vista Parkway, West Palm Beach, Florida 33411, and our telephone number is (561) 640-5342. We do business as “IA Franchising, LLC” and “INTELLIGENT ASSISTANT®.”

We franchise the operation of next-generation virtual office and communications solutions businesses, referred to in this Disclosure Document as “Intelligent Assistant Center(s)” or “Center(s).” We have offered franchises for Intelligent Assistant franchised businesses since August 2025.

We have never operated a business similar to the type described in this Disclosure Document. We have not offered franchises in any other line of business and have no other business activities. We have no predecessor entities.

Our parent entity is IO Franchising, LLC (“IO”). Its principal place of business is 2121 Vista Parkway, West Palm Beach, Florida 33411.

Our agents for service of process are listed in Exhibit G to this Disclosure Document.

Affiliates and Subsidiaries

We have no subsidiaries. We are affiliated with United Franchise Group, an affiliated group of companies located at 2121 Vista Parkway, West Palm Beach, Florida 33411 whose franchising companies are:

1. **Sign*A*Rama, Inc.** (“Signarama”), a franchisor of retail sign centers, that has been in franchising since April 1987 and currently has 693 locations in 24 countries;
2. **FP Franchising, Inc. d/b/a Fully Promoted** (“Fully Promoted”), a franchisor of retail stores for online marketing services, print marketing and branded products including embroidered logoed apparel, that has been in franchising since September 2000 and currently has 289 locations in 9 countries. In January 2017, our affiliate Fully Promoted modified the principal trademark for the retail stores from “EmbroidMe” to “Fully Promoted” and currently has franchises operating as EmbroidMe stores, franchises operating as Fully Promoted stores and franchises in the process of transitioning their operation as EmbroidMe stores to Fully Promoted stores;
3. **Transworld Business Advisors, LLC** (“TBA”), a franchisor of business brokerage agencies that also provide franchise referral lead services that has been franchising since December 2010 and has agencies servicing 500 franchise territories and 1 affiliated territory in 9 countries;
4. **Venture X Franchising, LLC** (“VTX”), a franchisor of co-working, collaborative office facilities, that has been franchising since March 2016 and currently has 67 locations in 7 countries;

5. **Great Greek Franchising, LLC (“TGG”)**, a franchisor of fast-casual restaurants specializing in Greek and Mediterranean food that has been franchising since January 2018 and currently has 67 franchise locations and 8 affiliated locations in 2 countries;
6. **Graze Craze Franchising, LLC (“GCZ”)**, a franchisor of businesses offering grazing and charcuterie style cuisine that has been franchising since June 2021 and currently has 94 franchise locations and 1 affiliated location in 4 countries;
7. **OE Franchising, LLC (“OE”)**, a franchisor of businesses providing shared office services, including live answering service and telephone call management, executive suites, temporary office use, conference and training room use, and co-working/drop in workspace. It has been franchising since May 2022 and currently has 86 locations;
8. **Exit Factor, LLC (“EXF”)**, a franchisor of businesses providing business coaching and consulting services to business owners that has been franchising since September 2023 and currently has locations servicing 81 franchise territories and 4 affiliated territories;
9. **IO Franchising, LLC (“IO”)**, a franchisor of businesses providing shared office services, virtual offices and communications solutions that has been franchising since February 2024 and currently has 53 locations in 2 countries; and
10. **BOT Franchising, LLC (“BOT”)** a franchisor of businesses offering tint and automotive restyling, residential and commercial window film installation and marine tinting, audio upgrades, and detailing services that has been franchising since August 2025 and currently has 24 franchised locations and 1 affiliated location all located in the United States.

United Franchise Group is not an owner or parent company of any kind. United Franchise Group is simply a tradename for a group of separate and legally distinct franchising and franchising-related brands which are affiliated with one another but separate and distinct entities. The [four](#) brands within United Franchise Group ~~which that~~ offer coworking franchises ([Intelligent Assistant, Intelligent Office, Office Evolution, and Venture X](#)) are collectively known as Vast Coworking Group (“Vast”).

The location and territory information disclosed above for the Signarama, Fully Promoted, TBA, VTX, TGG, GCZ, OE, EXF, IO, and BOT franchise systems is as of July 31, 2025.

Signarama, Fully Promoted, TBA, TGG, GCZ, and EXF offer different franchises than the Intelligent Assistant Center offering described in this Disclosure Document. We have not, and none of these affiliates has, offered franchises in any other line of business. None of these affiliates operate a business which is similar in nature to an Intelligent Assistant Center. VTX, IO and OE are franchisors of co-working and collaborative office facilities which may offer services similar to an Intelligent Assistant Center.

Our affiliate, Franchise Real Estate, Inc. (“Franchise Real Estate”), is a real estate services corporation incorporated in Florida in October 2002. Franchise Real Estate’s principal business address is 2121 Vista Parkway, West Palm Beach, Florida 33411. Franchise Real Estate offers real estate services and assistance to our franchisees including demographics, retail site selection, lease negotiation, construction management, restaurant design and layout, and assistance with obtaining building renovation costs. Franchise Real Estate does not offer, and has not offered franchises, in this or any other line of business.

[On February 25, 2026, an affiliate of New State Capital Partners acquired the four Vast brands: Intelligent Assistant, Intelligent Office, Office Evolution, and Venture X \(the “Acquired Vast Brands”\)](#) (the

transaction is referred to as the “New State Acquisition”). New State Capital Partners is a private equity firm that invests in lower middle market businesses primarily in the United States. The firm partners with company founders and independent sponsors to create flexible capital solutions. New State Capital Partners has approximately \$2 billion in assets under management, and maintains offices in at 270 North Avenue, New Rochelle, NY as well as in Newport Beach, CA, and is supported by a team of more than 35 professionals. To date, the firm has completed more than 45 investments. New State Capital Partners does not own portfolio companies that offer franchises in any line of business. More information about New State Capital Partners is available at www.newstatecp.com. As of the date of the New State Acquisition, we no longer are affiliated (except for certain back-office functions provided during a transition period) with United Franchise Group and the brands listed above that are not one of the Acquired Vast Brands.

Except as described above, none of our affiliates offer, and we have not offered, franchises in any other line of business. None of these affiliates operates a business which is similar in nature to an Intelligent Assistant Center.

The Franchise

Under our Franchise Agreement (“Franchise Agreement”), we grant franchises to qualified parties to operate a Center under the service mark INTELLIGENT ASSISTANT® and other logos, trademarks, service marks and commercial symbols as we may develop (“Marks”). Centers operate under our distinctive business format, systems, methods, procedures, designs, layouts and specifications (the “System”) only from a location that we approve.

We also offer to select qualified persons (“Area Developer(s)”) the opportunity to sign our multi-unit development agreement attached to this Franchise Disclosure Document as Exhibit C (“Multi-Unit Development Agreement” or “MUDA”) and acquire the right to develop multiple Intelligent Assistant Centers in multiple protected search areas. When you sign a Franchise Agreement, we will grant you a temporary protected geographic search area to locate your Intelligent Assistant Center (“Protected Search Area”). When you sign a MUDA, you will receive multiple Protected Search Areas, one for each Intelligent Assistant Center to be developed.

If you enter into a MUDA, you must sign our current form of Franchise Agreement for your first Intelligent Assistant Center (“Initial Franchise Agreement”) at the same time that you sign the MUDA. You will be required to sign our then-current form of Intelligent Assistant Franchise Agreement for each Intelligent Assistant Center that you develop under the MUDA when you sign a letter of intent to enter into a lease or purchase or otherwise secure a commercial office space for the location of your Intelligent Assistant Center. For each future Intelligent Assistant Center that you develop you may be required to sign a form of the Franchise Agreement that is different from the form of Franchise Agreement included in this Franchise Disclosure Document. Unless otherwise stated, any reference in this Franchise Disclosure Document to “you” or “franchisee” includes an Area Developer under a MUDA, and as a franchisee under a Franchise Agreement.

Intelligent Assistant Centers are required to be developed in accordance with a specified schedule which is determined when you sign a MUDA or Franchise Agreement (“Development Schedule”). The duration of the Development Schedule will depend upon the number of Intelligent Assistant Centers to be opened, the demographics of the Protected Search Area, the market for and availability of commercial office space in the Protected Search Area and other factors. The Protected Search Area will be established based on the consumer demographics of the Protected Search Area, geographical area, city, county, and other boundaries. The Protected Search Areas for an Area Developer will generally be a larger area than a Protected Search Area for a single franchise. Protected Search Areas under a Franchise Agreement or MUDA will terminate when you have secured a location for the Intelligent Assistant Center or the

Development Schedule date, whichever occurs first. The only territorial protections that you will receive upon termination of the Protected Search Area will be those under each individual Franchise Agreement.

A Center will typically consist of 1,000 to 3,500 rentable square feet of office space to operate a Center, containing 4 to 6 offices and meeting rooms available for hourly and daily membership package opportunities, meeting rooms, private mailboxes and reception area. A Center is staffed by a manager (“Office Coordinator”) and at least one employee (“Intelligent Assistant®”).

Centers provide individuals and businesses with phone and communication services as well as administrative support services. Services are customized for each Client (defined below), to provide the Client with integrated, geographically specific telecommunications services and with reception and administrative services. The Centers also provide other business support services, in-office technology, meeting rooms and offices on hourly and daily bases, and membership packages of those services. One of the distinguishing features of our System is that we authorize each Center to use our proprietary cloud-based integrated communications and Client management system.

Unlike traditional “executive suites” or office sharing arrangements, Intelligent Assistant Centers offer a broader array of services to clients (“Clients”). When you offer virtual offices, you offer our proprietary Intelligent Assistant® and other telecommunications services that are not dependent on the Client’s physical location. Intelligent Assistant services can save office and staff costs for your Clients, while at the same time retaining a live receptionist with advanced communications abilities, a high standard of professionalism, local knowledge, and responsiveness for your Clients and their customers.

Clients become “members” of the Intelligent Assistant network of Centers by signing a membership agreement, allowing them to use all Centers in North America. Your Clients find the right fit with the Center because they are tailored to fit your Client’s needs. Clients of the Centers use only what they need and pay for only what they use. The Center can serve as the Client’s corporate headquarters, receptionist staff, sales team extension, business address, telephone number, after-hours communications and a personal locked mailbox. Your Intelligent Assistant® employee can announce and transfer calls seamlessly to your Clients at any telephone number anywhere, based on name, topic, keyword and more! Centers offer choices of workspaces and meeting rooms that Clients may rent based on hourly or daily rates. Finally, Centers offer administrative services such as scheduling, new customer capture and other customer interactions by phone, internet or text, email, copying, mailing lists and other office-related services that Clients may use on an “a la carte” basis.

Clients include individuals, small to medium-sized businesses, desiring an alternative to the traditional office. Clients use Centers as primary, remote, satellite, regional or temporary office. Centers typically attract Clients who want to work remotely most of the time and use a Center as a source for some or all of their office and staffing needs and for state-of-the-art communications capabilities with their customers. This is in lieu of maintaining and supporting a dedicated business office, staff and their own telecommunications equipment. Each Center has fully furnished offices and meeting rooms available by the hour 24/7 to serve as professional meeting space as needed.

Industry-Specific Laws

Depending on how you package the services offered to Clients, your Center may fall within the Commercial Mail Receiving Agency (CMRA) regulations to accept delivery of mail for Clients. CMRA procedures are described in the United States Postal Service Domestic Mail Manual. In addition, a few states have prohibitions on certain uses of rented mailboxes.

If you accept credit cards as a method of payment at your Franchise, you must comply with payment card infrastructure (“PCI”) industry and government requirements. PCI security standards are technical and operational requirements designed to protect cardholder data. The standards apply to all organizations that store, process or transmit cardholder data and cover technical and operational payment system components involving cardholder data. Your credit card processing provider should assist you with this compliance.

You will have to comply with laws and regulations that apply to business generally (such as workers’ compensation, OSHA, and Americans with Disabilities Act requirements). Federal, state and local governmental laws, ordinances and regulations periodically change. You are responsible for ascertaining and complying with all federal, state and local governmental requirements. We assume no responsibility for advising you on these regulatory matters. Consult with your attorney about laws and regulations that may affect your Center.

You must also obtain all necessary permits, licenses and approvals to operate your Franchise.

Market and Competition

The market for the services that a Center offers is developing rapidly, changing constantly and becoming increasingly competitive. As a franchisee, your competition will include businesses offering who provide remote phone answering, which may also include various other levels of office services.

ITEM 2 BUSINESS EXPERIENCE

~~**Ray Titus** — Chief Executive Officer — West Palm Beach, FL~~

- ~~• Chief Executive Officer of BOT since June 2025; IA since May 2025; IO since November 2023; CK Franchising, LLC — d/b/a Cannoli Kitchen Pizza (“CK”), a franchisor of quick service restaurants in West Palm Beach, FL, from May 2023 to April 2025; EXF since May 2022; OE since April 2022; GCZ since March 2021; Resource Operations International, LLC d/b/a Preveer (“Preveer”), a franchisor of businesses offering to contract out various services in West Palm Beach, FL, from August 2019 to July 2022; Network Lead Exchange, LLC (“NLX”), a franchisor of local chapters that belong to an online business networking site in West Palm Beach, FL, from July 2018 to February 2024; TGG since November 2017; J.S. Subs, LLC (“JSS”), a franchisor of restaurants in West Palm Beach, FL, from April 2015 to June 2022; Experimax Franchising, LLC (“EXM”), a franchisor of retail computer stores that buy, sell, repair and refurbish pre-owned electronics in West Palm Beach, FL from June 2013 to August 2021; Greener Energy, LLC (“SuperGreen”), a franchisor of businesses offering sustainability advisory services, energy auditing, sustainability planning, and energy efficient products and services in West Palm Beach, FL, from October 2010 to December 2020; and Signarama since January 2008.~~
- ~~• Managing Member of VTX since September 2015.~~
- ~~• Manager of TBA since October 2010.~~
- ~~• Chairman of the Board of Fully Promoted since January 2008.~~

~~**Brady Lee** — Chief Operating Officer — West Palm Beach, FL~~

- ~~• Chief Operating Officer of BOT since June 2025; IA since May 2025; IO since November 2023; CK from May 2023 to April 2025; EXF since May 2022; OE since April 2022; GCZ since March 2021; TGG, VTX, TBA, Fully Promoted and Signarama since June 2020; NLX from June 2020 to February 2024; Preveer from June 2020 to July 2022; JSS from June 2020 to June 2022; EXM from June 2020 to August 2021; and SuperGreen from June 2020 to December 2020.~~

- ~~President of GCZ from January 2022 to December 2022; EXM from November 2020 to May 2021; and Accurate Franchising, Inc., a consulting business in West Palm Beach, FL, from January 2019 to June 2020.~~

Todd Newton Hunter Crittenden – Chief Financial Officer – ~~West Palm Beach, FL of Vast – Dallas, Texas~~

- ~~Chief Financial Officer of BOT since June 2025; IA since May 2025; IO since November 2023; CK from May 2023 to April 2025; EXF since May 2022; OE since April 2022; GCZ since March 2021; Preveer from August 2019 to July 2022; NLX from July 2018 to February 2024; TGG since November 2017; VTX since September 2015; JSS from April 2015 to June 2022; EXM from June 2013 to August 2021; TBA since October 2010; SuperGreen from October 2010 to December 2020; and Fully Promoted and Signarama since January 2007.~~

Michael White – Chief Development Officer – Durham, NC

- ~~Chief Development Officer of BOT and IA since August 2025; IO since February 2024; EXF since September 2023; CK from September 2023 to April 2025; OE since May 2022; GCZ since June 2021; TGG, VTX, TBA, Fully Promoted, and Signarama since November 2020; NLX from November 2020 to February 2024; Preveer from November 2020 to July 2022; JSS from November 2020 to June 2022; and EXM from November 2020 to August 2021.~~
- ~~President of VTX from January 2022 to June 2023.~~
- ~~Director of Sales of TBA since August 2024; OE since May 2022; GCZ from June 2021 to December 2021; Preveer from January 2020 to July 2022; NLX from January 2019 to February 2024; Fully Promoted since September 2018; VTX from September 2018 to January 2024; Signarama from September 2018 to December 2023; TGG, JSS, and TBA from September 2018 to December 2021; EXM from September 2018 to August 2021; and SuperGreen from September 2018 to December 2020.~~

- Chief Financial Officer of Vast since February 2026.
- Operating Partner of New State Capital Partners since April 2024 in Dallas, TX.
- Senior Vice President of Finance of Invited (formerly ClubCorp) from March 2020 to December 2023 in Dallas, TX.
- Transitioning between roles from January 2024 to April 2024.

Jason Anderson – Co-Founder and Chief Strategy Executive Officer – West Palm Beach, FL

- Co-Founder and Chief Strategy Executive Officer of BOT and IA since August 2025; IO since February 2024; EXF since September 2023; CK from September 2023 to April 2025; OE since May 2022; GCZ, TGG, VTX, TBA, Fully Promoted, and Signarama since January 2022; and NLX from January 2022 to February 2024.
- Director of Sales of IO since February 2024.
- President of IO from February 2024 to June 2025; VTX since June 2023; and OE since July 2022.
- President of VTX from January 2019 to December 2021.

Ryan Harris – President – Surprise, AZ

- President of IA since August 2025; and IO since June 2025.
- Managing Partner of IO franchise locations in Denver, CO and Boulder, CO since June 2022; and in Tucson, AZ and Oro Valley, AZ since January 2013.

Austin Titus – Senior Executive – West Palm Beach, FL

- ~~Senior Executive of BOT and IA since August 2025; and IO, EXF, OE, GCZ, TGG, VTX, TBA, Fully Promoted, and Signarama since July 2025.~~

- ~~President of AFI since July 2025; CK from September 2023 to April 2025; and NLX from January 2020 to February 2024.~~
- ~~Sales Coordinator of Preveer from July 2020 to July 2022.~~
- ~~Brand Leader of Preveer from August 2019 to June 2020.~~

A.J. Titus – Senior Executive – West Palm Beach, FL

- ~~Senior Executive of BOT and IA since August 2025; IO since February 2024; EXF since September 2023; CK from September 2023 to April 2025; OE since May 2022; GCZ since June 2021; TGG, VTX, TBA and Fully Promoted since November 2020; NLX from November 2020 to February 2024; Preveer from November 2020 to July 2022; JSS from November 2020 to June 2022; and EXM from November 2020 to August 2021.~~
- ~~President of Signarama since March 2018.~~

Paula Mercer – Vice President of Vast – West Palm Beach, FL

- Vice President of Vast since January 2024.
- Vice President of Operations of OE from May 2022 to December 2023; and VTX from October 2019 to December 2023.

Nick Bruckner – Senior Vice President of Sales – West Palm Beach, FL

- ~~Senior Vice President of Sales of BOT and IA since August 2025; IO since February 2024; EXF since September 2023; CK from September 2023 to April 2025; OE since May 2022; GCZ since June 2021; Preveer from January 2020 to July 2022; NLX from January 2019 to February 2024; TGG since November 2017; VTX from December 2015 to January 2024; JSS from December 2015 to June 2022; TBA since February 2015; SuperGreen from February 2015 to December 2020; EXM from July 2014 to August 2021; Fully Promoted since October 2004; and Signarama since January 2000.~~
- ~~Director of Sales of VTX since January 2024.~~

Glenn Moon – Regional Vice President – Dallas, TX – Western US Region

- ~~Regional Vice President of BOT and IA since August 2025; IO, EXF, OE, GCZ, TGG, VTX, TBA, Fully Promoted, and Signarama since March 2025; and CK from March 2025 to April 2025.~~
- ~~Vice President of Moxies Restaurants, U.S., a franchisor of restaurants in Dallas, TX, from January 2023 to October 2024.~~
- ~~Vice President of Twin Peaks, a franchisor of restaurants in Dallas, TX, from February 2021 to January 2023.~~
- ~~Senior Vice President of Virdee, a technology firm in Dallas, TX, from April 2020 to January 2021.~~

Evan Opel – Regional Vice President – Midlothian, VA – Virginia Region

- Regional Vice President of BOT and IA since August 2025; IO since February 2024; EXF since September 2023; CK from September 2023 to April 2025; OE, GCZ, TGG, VTX, TBA, Fully Promoted, and Signarama since April 2022; and NLX from April 2022 to February 2024.
- Regional Director of Franchise Development of Tommy's Express Carwash, a franchise sales company in Richmond, VA, from July 2022 to March 2023.
- Regional Vice President of GCZ from June 2021 to July 2022; ROI from January 2020 to July 2022; NLX from January 2019 to July 2022; TGG from November 2017 to July 2022; JSS from December 2017 to June 2022; VTX, EXM, TBA, Fully Promoted and Signarama from December 2015 to July 2022; and SuperGreen from December 2015 to December 2020.

Mike Speights – Regional Vice President – Clayton, NC – Southeast Region

- Regional Vice President of BOT and IA since August 2025; IO since February 2024; EXF, OE, GCZ, TGG, VTX, TBA, Fully Promoted, and Signarama since November 2023; CK from November 2023 to April 2025; and NLX from November 2023 to February 2024.
- Director of Marketing & Business Development of Sunbelt Business Advisors, a business brokerage in San Diego, CA, from April 2021 to November 2023.
- Co-founder and Chief Operating Officer of The Foodery, a food delivery company in Malden, MA, from January 2011 to September 2020.

Casey Matthews — ~~Director of Franchise Development — West Palm Beach, FL~~

- ~~Director of Franchise Development of BOT and IA since August 2025; IO since February 2024; EXF since September 2023; CK from September 2023 to April 2025; OE, GCZ, TGG, VTX, TBA, Fully Promoted, and Signarama since December 2022; and NLX from December 2022 to February 2024.~~
- ~~Development Manager (formerly known as Sales Manager) of Fully Promoted from January 2020 to December 2022; and EXM from January 2020 to August 2021.~~
- ~~Regional Vice President of TGG, JSS, VTX, SuperGreen, TBA, Fully Promoted and Signarama from January 2019 to January 2020.~~

Jake Gerardi — ~~Brand Development Manager — West Palm Beach, FL~~

- Brand Development Manager of IA since August 2025; IO since February 2024; and OE and VTX since January 2024.
- Franchise Development Representative of CK and EXF from September 2023 to December 2023; and OE, GCZ, NLX, TGG, VTX, TBA, Fully Promoted, and Signarama from August 2023 to December 2023.
- Stadium Operations Internship with Greenville Drive, a minor league baseball stadium in Greenville, SC, from January 2023 to June 2023.
- Clubhouse Attendant Internship with Jupiter Hammerheads, a minor league baseball stadium in Jupiter, FL. From June 2021 to August 2021.
- Full-time college student from August 2020 to May 2023.

Jeremiah Scroggins — ~~Brand Development Manager — West Palm Beach, FL~~

- ~~Brand Development Manager of IA since August 2025; IO and OE since April 2025; and CK from September 2024 to April 2025.~~
- ~~Franchise Development Representative of IO, EXF, CK, OE, GCZ, TGG, VTX, TBA, Fully Promoted, and Signarama from February 2024 to September 2024.~~
- ~~Deli Associate of Woods Bakery & Deli, a deli in Bolivar, MO, from March 2023 to December 2023.~~
- ~~Operations Team Member of Family Church, a church in West Palm Beach, FL, from May 2022 to February 2024.~~
- ~~Sales Associate of Bushel Stop, a landscape company in West Palm Beach, FL, from March 2020 to December 2022.~~

**ITEM 3
LITIGATION**

- A. Pending Litigation: None
- B. Litigation Against Franchisees Commenced in the Past Fiscal Year: None
- C. Completed Litigation: None

D. Restrictive Orders:

The following injunctive order relates to Signarama, our affiliate, and covers certain directors, officers and employees of Signarama:

Federal Trade Commission, Plaintiff v. Minuteman Press International, Inc., Speedy Sign-A-Rama, USA, Inc., Roy W. Titus and Jeffrey Haber, Defendants (CV 93-2496) Filed on June 4, 1993, in the United States District Court, Eastern District of New York. The Federal Trade Commission complaint alleged that the Defendants violated Section 5(a) of the Federal Trade Commission Act and the Commission's Franchise Rule (16 CFR Part 436) by falsely representing to prospective franchisees potential gross sales levels and profitability of their franchise units, failing to disclose the obligation to pay a substantial transfer fee up on the resale of the franchise, and by making earnings claims without proper documentation and in contradiction of statements in their disclosure documents. On December 18, 1998, an injunction was filed prohibiting the Defendants excluding Haber from doing the following: A. Making, or assisting in the making of, expressly or by implication, orally or in writing, to any prospective franchisee any statement or representation of past, present or future sales, income, or gross or net profits of any existing or prospective franchisee or group of franchisees, unless at the time of making such representation the defendant possesses written material that provides a reasonable basis for the representation. B. Violating any provision of the Franchise Rule 16 C.F.R. Part 436 or the Rule as it may later be amended and the disclosure requirements of the UFOC in effect at the time. C. Assessing or collecting a transfer/training fee from any franchisee who sells or assigns its franchise unless the selling franchisee received a copy of a disclosure statement indicating that such fee would be charged. D. Failing to monitor and investigate any complaints about compliance with the rule or the injunction. E. To cooperate with the Commission in the enforcement of this injunction.

The following order relates solely to Signarama, our affiliate:

Signarama entered into a consent order with the Securities Commissioner of Maryland in January 1996. The matter is captioned In the Matter of Speedy Sign-A-Rama, USA, Inc. and is Case No. S-95-112. It is alleged in the consent order that Signarama sold franchises in the State of Maryland after its registration under the Maryland Franchise Law had lapsed, and before it was renewed. In settlement of the matter, and while neither admitting nor denying the findings in the order, Signarama agreed to offer rescission to the franchisees, adopt a compliance program intended to avoid unregistered sales and disclose the existence of the order in its franchise disclosure document under the Maryland Franchises Law. All four franchisees stayed with Signarama.

The following order relates solely to TGG:

TGG entered into a consent order with the Department of Financial Protection and Innovation of the State of California on August 9, 2021. The matter is captioned In the Matter of: The Commissioner of Financial Protection and Innovation v. Great Greek Franchising, LLC. The Commissioner found that TGG removed a condition of registration that was previously imposed on the franchisor, which required franchisor to defer collection of initial franchise fees until all of its pre-opening obligations were completed and franchisees commenced doing business, without express authorization from the Department, and also failed to indicate the change in the marked copy of the FDD submitted to the Department, in violation of 10 C.C.R. § 310.122.1 and Corporations Code § 31200. Franchisor also collected franchise fees prior to completing its pre-opening obligations and franchisees opening for business, in violation of Corporations Code § 31203. In settlement of the matter, TGG agreed to desist and refrain from the violations of Corporations Code section(s) 31200, 31203, and Rule 310.122.1, pay an administrative penalty, offer rescission to each of the franchisees who were offered and sold a franchise from October 18, 2018 to August 20, 2020, and attend continuing education. As of today, TGG has mailed the rescission offers to the

franchisees, paid the administrative penalty, completed the continuing education, and made all payments required under the rescission offer.

The following orders relates solely to TGG, GCZ and UFG:

On March 4, 2022, TGG, GCZ, and UFG entered into consent orders with the State of California, and its Department of Financial Protection and Innovation, as it relates to alleged violations which occurred at a trade show in California. The matters are captioned In the Matter of: The Commissioner of Financial Protection and Innovation v. Great Greek Franchising, LLC and UFG Group, Inc., doing business as United Franchise Group and In the Matter of: The Commissioner of Financial Protection and Innovation v. Graze Craze Franchising, LLC and UFG Group, Inc., doing business as United Franchise Group. It is alleged in the consent orders that, in October 2021, TGG and GCZ, holding themselves out as members of the UFG affiliated family of brands in a booth during a trade show within the state of California, provided information regarding the franchise offerings without a valid registration or exemption to offer or sell franchises in California. More specifically, a single representative of TGG, GCZ and UFG showed an individual the Graze Craze website and that the same representative made financial performance representations regarding The Great Greek Mediterranean Grill franchise system. Further, the Department concluded that the employee's actions constituted a response to an inquiry regarding GCZ franchise offering, and a later representation by a GCZ representative that all inquiries had been declined was concluded to be untruthful. As required by the consent orders, TGG, GC, and UFG agreed to desist and refrain from the violations of Corporations Code section(s) 31110, 31201, and 31204, pay an administrative penalty of \$5,000 each, send a Notice of Consent Order to TGG franchisees, and contract with an independent monitor for up to three years to assist with developing, implementing, and reviewing policies and procedures of its franchise sales.

Except as provided above, no litigation is required to be disclosed in this Item.

ITEM 4 BANKRUPTCY

No bankruptcies must be disclosed in this Item.

ITEM 5 INITIAL FEES

Franchise Deposit

Prior to executing the Franchise Agreement, you will be required to pay a \$9,500 deposit (the "Franchise Deposit") upon signing a Deposit Receipt, a copy of which is attached to this disclosure document as Exhibit B. At least 14 days prior to paying this Franchise Deposit or signing a Deposit Receipt, we will provide you with a copy of this Franchise Disclosure Document, together with a copy of all proposed agreements relating to the sale.

Refundability of Franchise Deposit.

Your Franchise Deposit is fully refundable until you sign a Franchise Agreement. You will have a period of 120 days from the date you pay us the Franchise Deposit to enter into a Franchise Agreement with us, unless IA agrees to a different period of time with you in a separately executed agreement. If you do not enter into a Franchise Agreement with us within that time period and did not provide the request for refund above before that time, your Franchise Deposit shall be non-refundable.

Third-Party Specific Location Analysis

IA will recommend a third-party provider to complete a market study and feasibility analysis on a specific location or property. These evaluation(s) can range between \$1,000 and \$3,500 per geographic area or property. These fees will be paid directly to the third-party vendor.

Design & Site Selection Fee

The Design & Site Selection Fee (the “DSS Fee”) is \$2,500 and has two components. The “Design” is for your floorplan(s) of your chosen location(s), to be created and provided by a supplier designated by IA. The “Site Selection” is for IA’s analysis and/or review of your chosen location(s). Some of these services will be provided by a third-party vendor. This also includes final design and site selection approval by IA. The DSS Fee is uniformly charged and is not refundable.

Franchise Agreement

Initial Franchise Fee

When you sign your Franchise Agreement, you must pay IA an initial franchise fee amount to \$49,500 (the “Initial Franchise Fee”). If you have paid a Franchise Deposit, then that amount shall be credited toward your Initial Franchise Fee. The Initial Franchise Fee is deemed fully earned upon payment and is non-refundable. IA expects to uniformly impose this Initial Franchise Fee, except as provided in the following bullet points:

- Franchise owners in good standing under a franchise agreement with certain of our affiliated brands (Signarama, Fully Promoted, TBA, TGG, GCZ, OE, EXF, IO, BOT, and VTX) may be afforded the opportunity to acquire a franchised Center for a reduced non-refundable Initial Franchise Fee of \$25,000, provided they are in compliance with that franchise agreement and otherwise meet our then-current criteria for a multi-brand franchisee.
- *Veteran Appreciation.* Eligible United States military veterans (and/or military spouses) will receive a discount of 10% of the franchise fee or 5% of the then current transfer fee. An eligible veteran is a veteran who has received an honorable discharge.

Furniture, Fixtures & Equipment Deposit

Prior to opening your franchised Center, you must acquire an array of designated furniture, fixtures, signage (interior and exterior), wall graphics and décor items, as well as certain office, multimedia and other electronics equipment that (a) is designed to outfit and equip your Center with certain of our then-current System trade dress, and (b) we will specify in the Franchise Operations Manual or otherwise in writing (the “FF&E”) from Intelligent Assistant and/or our approved designated supplier. We estimate that the total costs will range between \$50,000 and \$75,000 depending on the size, design and layout of your franchised Center and the Premises, plus applicable taxes and installation fees. This range does not include the initial marketing and advertising launch (“Initial Marketing Launch”), which has a required expenditure of \$35,000 to \$55,000. Payment of your FF&E shall be as follows:

	FF&E Payment Amount	When Due
1 st Payment	\$12,500	Upon Execution of the Franchise Agreement
Final Payment	Remaining Balance	Upon Execution of a Lease for Your Center

Multi-Unit Development Agreement (“MUDA”)

Franchisees may also purchase the rights to open multiple Intelligent Assistant Centers by signing our MUDA and paying a “Multi-Unit Development Fee” equal to the Initial Franchisee Fee for the first required Center, plus \$25,000 for each additional required Center (as specified in the development schedule negotiated between the Area Developer and us).

The Multi-Unit_Development Fee is uniformly calculated, payable when you sign your MUDA, and is non-refundable under any circumstances, even if you fail to open any Intelligent Assistant Centers.

Uniformity and Other Relevant Disclosures

Except as provided above in this Item, we expect and intend to impose the initial fees and other amounts described in this Item 5 uniformly on our System franchisees.

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**ITEM 6
OTHER FEES**

Type of Fee ⁽¹⁾	Amount	Due Date	Remarks
Royalty	A monthly fee equal to the greater of a Monthly Minimum Royalty Fee (\$500 during months 1-12, \$1,000 every month thereafter), or 6% of your Gross Revenues	Currently payable monthly beginning on the 10 th business day of the month following the month in which your Center is open	<p>“Gross Revenues” means all revenue arising out of the ownership or operation of the Center or any business at or about the Center. This amount is to include, without limitation, revenues derived from or relating to all membership fees collected and any additional fees charged for services at Your Center. The revenues are determined regardless of whether they are evidenced by cash, credit, checks, services, property or other means of exchange, excepting only the amount of any sales taxes that are collected and paid to the taxing authority. Cash refunded or credit given to members, shall be deducted in computing Gross Revenue to the extent that such cash or credit represent amounts previously included in Gross Revenue on which Royalty and Marketing Fund Contributions were paid.</p>

Type of Fee ⁽¹⁾	Amount	Due Date	Remarks
Marketing Fund Contribution	\$2,500	Currently payable monthly beginning on the 10 th business day of the month following the month in which your Center is open	The Fund has been established. This amount is adjusted for inflation annually on January 1, up to 5% per year. See Item 11 for more information on marketing.
Local Advertising	\$1,000	Monthly	Payable to a third-party vendor. At or above 80 clients this fee is no longer required, but should you drop below 80 clients this fee is again required.
Technology Fee	Currently \$2,000 per month for the first five (5) users, and an additional \$75/month for each additional user after the fifth.	Currently payable monthly on the 10 th business day of the following month	Payable to IA, and includes workplace management software, IT Networking, CRM, Office 365 licenses, email accounts, and support software.
Transfer Fee	\$25,000 or the then-current transfer fee at time of transfer	Prior to consummation of transfer	Payable by you or by the seller from the proceeds of the sale of the franchise business
Renewal Fee	\$2,500	At the time you sign the new Franchise Agreement	Payable if you qualify to renew your Franchise Agreement and choose to enter into a successor franchise agreement at the end of the term.
Procurement Fee	15% of the gross value of the materials and services ordered by us or our affiliate(s) on your behalf	As Incurred	Payable to IA

Type of Fee ⁽¹⁾	Amount	Due Date	Remarks
Training School Fee	\$500 or then-current training fee	Due at least thirty (30) calendar days prior to attendance at training	Payable to IA. Training school fees are waived for the franchisee's first training class and designated managers who attend the first class with the franchisee.
Additional Training Fee	\$500 or the then-current fee for additional training	Payable in advance of the training or assistance, at least 30 calendar days.	Payable to IA. In addition to this fee, you will also be solely responsible for all expenses incurred in attending additional training for You, Your managers or employees
Enterprise Level Internet and Backup	\$550 to \$1,500 per month	Payable monthly when IT Services begin	Payable to the third-party provider
Member and Client Referral Fee	5% to 30% of Contracted Value	Payable within five (5) business days of receiving initial funds from the referred client	You have no obligation to accept or receive referrals, if not wanted
Convention or Conference Fee	\$600	Payable on or before the last calendar day in February of every calendar year	The \$600 paid to IA will include 2 registration fees to the event you will be responsible for all other travel related fees.
Indemnification	Varies depending on nature of the claim against us	As incurred	You must indemnify us for all losses and expenses, including professional fees, that we or our representatives incur related in any way to your operation of your franchised business or your franchise.

Type of Fee ⁽¹⁾	Amount	Due Date	Remarks
Professional Fees and Expenses	Will vary under the circumstances	As incurred	You must reimburse us for any legal or accounting fees that we incur as a result of any breach or termination of your Franchise Agreement. You must reimburse us if we are required to incur any expenses in enforcing our rights against you under the Franchise Agreement.
Attorneys' Fees	Reasonable attorney fees and costs	On demand	If you fail to pay any amounts due us or our affiliates, or if you otherwise default under a Franchise Agreement you must pay our costs of collection or enforcement
Non-compliance fee	\$500 per compliance violation	Payable on demand	Payable to IA if your business is not in compliance with IOs system specifications or a non-monetary term of the Franchise Agreement and you fail to correct the non-compliance after 30 days' notice.
Liquidated Damages	Will vary under the circumstances	Within 15 days after termination of the Franchise Agreement	Due only if IA terminates the Franchise Agreement before the end of the term because of your material breach, or you terminate the Franchise Agreement without legal cause.

Type of Fee ⁽¹⁾	Amount	Due Date	Remarks
Audit Expenses	Cost of audit, including travel, hotel, meals, salaries and fees.	When billed	Payable should we conduct an inspection of your books of account and records, and our inspection reveals you have underreported your Gross Revenue by more than 1.5%. Interest is also due if there is an understatement in the Royalty fee or Marketing Fund Contributions.
Late Fees	\$150.00 late report fee plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law). In addition, a \$10.00 per day charge for each day the payment is late.	On demand	We may charge a late fee if you fail to make a required payment when due.

Notes:

1. Fees. Except as noted otherwise in this table, we impose and collect all ~~amounts paid~~ fees, except for certain local marketing expenses that you will make directly (see Item 11 for details). All fees are payable to us ~~are~~, uniformly applied to new system franchisees, and non-refundable ~~and uniformly imposed; however, in instances that we consider appropriate, we may waive some or all of these fees for franchisees. Payment of the Royalties, Marketing Fund Contributions (defined below in Item 11), and the Technology Fee must be made by electronic funds transfer that we initiate. You are required to complete the Bank Authorization Agreement (in the form attached to the Franchise Agreement as Schedule C) for direct debits from your business bank operating account. We have the right to periodically specify (in the confidential operations manuals or otherwise in writing) different payees and/or payment methods such as, but not limited to, weekly/biweekly/monthly payment, payment by auto-draft, credit card, and payment by check. All fees are current as of the Issuance Date of this Disclosure Document. Certain fees that we have indicated may increase over the term (“Term”) of the Franchise Agreement.~~

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**ITEM 7
ESTIMATED INITIAL INVESTMENT**

**YOUR ESTIMATED INITIAL INVESTMENT
FRANCHISE AGREEMENT**

Type of Expenditure ¹	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Initial Franchise Fee	\$49,500	\$49,500	Lump sum	Upon Signing Franchise Agreement	IA
DSS Fee	\$2,500	\$2,500	Lump sum	Upon Signing Franchise Agreement	IA
Professional Fees and Other Legal Fees	\$5,500	\$12,500	As agreed	As agreed	Third Parties
Leasehold Improvements/Low Voltage Data Cabling/Access Control	\$0	\$60,000	As agreed	As agreed	Third Parties
Architectural Services	\$0	\$15,000	As agreed	As agreed	Third Parties
Designated Furniture, Fixture & Equipment (FF&E) ²	\$50,000	\$75,000	Installments	As agreed	IA or its Affiliate
Initial Marketing Launch ³	\$35,000	\$55,000	Installments	See Note	IA or its Affiliate
OJT (On the Job Training)	\$3,500	\$5,000	As agreed	As agreed	Third Parties
Grand Opening Event	\$3,500	\$5,000	Installments	As agreed	Third Parties
Office And Kitchen Supplies	\$500	\$1,000	As agreed	As agreed	Third Parties
Pre-Opening Staff, Salaries, Travel, Accommodations, Transportation and Meals During Training ⁴	\$5,000	\$15,000	As agreed	From 90 days before construction completion date to the start of business	Third Parties
Third-Party Specific Location Analysis	\$1,000	\$3,500	As agreed	As agreed	Third Parties

Type of Expenditure ¹	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Insurance Deposits and Premiums ⁵	\$2,000	\$10,000	As agreed	As agreed	Third Parties
Site Lease Deposit	\$0	\$36,000	As agreed	As agreed	Landlord
Additional Funds (0 – 6 Months) ⁶	\$10,000	\$50,000	As agreed	As agreed	Employees, Suppliers and Other Third-Party Vendors
Total Estimated Initial Investment ⁷	\$168,000	\$395,000			

Notes:

1. **Type of Expenditure.** These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Center. We do not offer direct or indirect financing for these items. Except as otherwise provided in this table, all amounts paid to us or our affiliates are non-refundable and uniformly imposed. Third-party suppliers will determine whether payments to them are refundable.
2. **Designated Furniture, Fixtures and Equipment.** This estimate involves the purchase and installation of furniture and fixtures you will need to open an Intelligent Assistant Center, such as chairs, desks, tables, dedicated office and conference room signs, whiteboards, and other items. Some of these expenses will depend on Intelligent Assistant Center size, shipping distances, supplier chosen, and your credit history. We may require you to contract with approved vendors for the procurement and installation of the required furniture. The low amount represents the amount you may spend on FF&E only if your location is a second-generation space which contains some furniture, fixtures, and equipment.
3. **Initial Marketing Launch.** You will spend at least \$35,000 on your initial marketing and advertising (“**Initial Marketing Launch**”) during the period beginning when you sign your Franchise Agreement and ending two months after opening your Intelligent Assistant Center. This amount may include digital marketing (“**SEO**” and “**PPC**”), partnership with a local marketing/PR firm, pre-opening networking, or other expenditures as outlined in the Franchise Operations Manual (defined in Item 8).
4. **Pre-Opening Staff, Salaries, Travel, Accommodations, Transportation and Meals while at Training School.** We provide one round trip airfare to our Florida corporate headquarters where we hold our training. We also provide your hotel accommodations and one daily meal. The only costs that you will incur while at training school will be for your daily meals, local transportation and your entertainment. Of course, these costs will vary depending upon your requirements.
5. **Insurance Deposits and Premiums.** You must obtain and maintain, at your own expense, the insurance coverage we require, insurance required in your lease, and satisfy other insurance-related obligations. Please note that if you have had prior issues or claims from previous operations unrelated to the operation of an Intelligent Assistant Center, your rates may be significantly higher than those estimated above. This estimate is for one year of insurance premiums.

6. **Additional Funds.** This range estimates your other pre-operational expenses and working capital necessary for the first six months of your franchised business operations. These estimates include the travel, food and lodging costs you will incur for two persons to attend our initial training program at a designated area. The figures in the chart do not include an estimate of any additional funds necessary for working capital beyond this period. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting your franchised business. You must bear any deviation or escalation in costs from the estimates that we have given. Your costs depend on factors such as: how well you follow our methods and procedures; your management skills, experience and business acumen; local economic conditions; the local market for our services; the prevailing wage rate; competition; and the sales level reached during this initial period. This item includes a variety of expenses and working capital items during your start-up phase including but not limited to legal and accounting fees, advertising, insurance, rent, equipment lease payments, equipment warranty costs, employee salaries, and other miscellaneous costs. However, this item excludes your salary. If you locate your Center in a large metropolitan area, or your landlord gives you a tenant finish allowance that is built into your monthly rental rate, or the rental rate otherwise exceeds \$45 per square foot, monthly rental payments may increase the estimate of additional funds over the high range estimate in the chart. You should investigate the rental rates in the area where you propose to locate your Center.
7. We relied on our experience of operating Intelligent Office Centers which offer similar services to an Intelligent Assistant Center when preparing these figures, plus our affiliates' experience in the coworking industry. Because the ranges in the chart are only estimates, it is possible both to reduce and exceed the estimated range of costs listed in each item of the chart. In certain major metropolitan areas, actual costs may substantially exceed the high range estimates in the chart. We do not offer financing of the Initial Franchise Fee or any other fees you incur for your franchised business. The availability and terms of financing from third parties depends on factors such as the availability of financing generally, your credit worthiness, other security and collateral you may have and policies of lenders.

**YOUR ESTIMATED INITIAL INVESTMENT
MULTI-UNIT DEVELOPMENT AGREEMENT**

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Multi-Unit Development Fee ⁽¹⁾	\$99,500	\$99,500	Lump Sum	When MUDA is Signed	IA
Initial Investment for the First IA Center ⁽²⁾	\$118,500	\$345,500	Per Table Above	Per Table Above	Per Table Above
Total Estimated Initial Investment for Three IA Centers ⁽³⁾	\$218,000	\$445,000			

Notes:

All expenditures paid to us or our affiliates are uniform and non-refundable under any circumstances once paid. All expenses payable to third parties are non-refundable, except as you may arrange for utility deposits and other payments. We do not finance any portion of your initial investment.

1. Multi-Unit Development Fee. You must pay us a Multi-Unit Development Fee upon signing the MUDA instead of the Initial Franchise Fee. The Multi-Unit Development Fee varies depending on the number of IA Centers to be developed. The Multi-Unit Development Fee is \$49,500 for one IA Center, \$74,500 for up to two IA Centers, and \$99,500 for up to three IA Centers. For each additional IA Center after the third Center to be opened, the Multi-Unit Development Fee will be \$25,000. This fee is discussed in Item 5. These numbers are based on opening Start-Up Intelligent Assistant Centers. Your initial investment under a MUDA will likely be less if you purchase a conversion franchise or an acquisition franchise.
2. Initial Investment for First IA Center. These are the estimates to build out your first IA Centers as described in the first chart (except for the Initial Franchise Fee which is replaced by the Multi-Unit Development Fee). Costs associated with building out additional IA Centers in the future are subject to factors that we cannot estimate or control, such as inflation, increased labor costs or increased materials costs and will depend on when the additional IA Centers are opened.
3. Figures May Vary. This is an estimate of your initial start-up expenses for an Area Developer franchise opening either two or three IA Centers. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Standards and Specifications

You must operate your Intelligent Assistant Center in strict conformity with the methods, standards, and specifications we list in our proprietary and confidential operating manual (“Franchise Operations Manual”), which may exist in various parts, locations, and formats, and may include a combination of audio, video, written material, electronic media, website content, and/or software components. You must not: (i) deviate from these methods, standards, and specifications without our prior written consent; or (ii) otherwise operate in any manner which reflects adversely on our Marks or the System. Our Franchise Operations Manual states our standards, specifications, and guidelines for all products and services we require you to obtain in establishing and operating your Intelligent Assistant Center.

We will notify you of new or modified standards, specifications, and guidelines through periodic amendments or supplements to the Franchise Operations Manual or through written communication (including electronic communication). We will issue copies of our standards and specifications to you and approved and proposed suppliers, unless these standards and specifications contain our confidential information.

You must purchase, install, upgrade, maintain in sufficient supply, and use, only fixtures, furnishings, equipment, signs, and supplies that conform to the standards and specifications described in the Franchise Operations Manual or otherwise in writing. The Franchise Agreement provides certain caps on the amount of money that you are required to spend for updating your Intelligent Assistant Center over the term of the Franchise Agreement.

You must use in the construction and operation of your Intelligent Assistant Center only those types of construction and decorative materials, fixtures, equipment, furniture, and signs that we have approved as meeting our specifications and standards for appearance, function, and performance. We develop these specifications and standards for approved types of materials, fixtures, equipment, furniture, supplies, and signage and communicate them to you in our prototype specifications in the Franchise Operations Manual or otherwise in writing.

You must use the computer hardware and software system that we periodically designate to operate your Intelligent Assistant Center. You must obtain the computer hardware, software licenses, maintenance and support services, and other related services that meet our specifications from the suppliers we specify (which may be limited to us and/or our affiliates).

You must obtain the insurance coverage required under the Franchise Agreement. The insurance company must be authorized to do business in the state where your Intelligent Assistant Center is located and must be approved by us. It must also be rated "A" or better by A.M. Best & Company, Inc. You must purchase and maintain the following insurance, at your sole expense: (1) comprehensive general liability insurance, including contractual liability, property damage, personal injury, and products liability coverage in the amount of \$1,000,000 each occurrence and \$2,000,000 annual aggregate; (2) automobile liability coverage, including coverage of owned, non-owned and leased vehicles, with single limit coverage in the amount of \$1,000,000 if you use a vehicle in your Intelligent Assistant Center; (3) employer's liability in the amount of \$500,000 for bodily injury by accident and \$500,000 for bodily injury by disease; (4) an umbrella policy covering all Intelligent Assistant Centers you operate which would cover any excess claims from the operation of those Franchises in the amount of \$1,000,000 in the aggregate; (5) All Reasonable Risks coverage for the full cost of replacement of your Franchise Center and all other property we may have an interest in; (6) worker's compensation coverage in amounts required by applicable law or rule of the state and locality where the your Intelligent Assistant Center is located, or, if permissible under applicable law, employers liability insurance with similar compensation for injured workers satisfactory to us; and (7) business interruption insurance to cover actual loss sustained for up to 12 months based on net income earned from the operation of your Intelligent Assistant Center during that time period. We may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverage at any time. All insurance policies must name us, IA Franchising, LLC, and any affiliates we designate as additional named insured parties. The cost of insurance may be significantly higher than the estimate listed in Item 7 depending on such factors as particular state coverage requirements, business location, and your loss history. If you fail to obtain the required insurance, we have the right (but not the duty) to immediately procure this insurance for you. If we do so, we may charge the cost of this insurance to you, plus interest.

We may conduct market research and testing to determine consumer trends and the salability of new products and services. You must agree to participate in our market research programs by purchasing, promoting and selling the products and services in your Intelligent Assistant Center.

Advertising and Promotional Approval

You also must use only our approved advertising and promotional materials in promoting the Center. See Item 11 for more information on advertising programs.

We may license third-party suppliers to produce marketing, advertising, and promotional items that bear the Marks. You may purchase these items for resale or for promotional purposes from approved third party suppliers.

Supplier and Product Approval

You must purchase (or lease if applicable) for sale at your Center services and products from us, our designees or from other suppliers we approve. We will provide you with lists of approved manufacturers, suppliers and distributors (“Approved Suppliers List”) and approved inventory, products, fixtures, furniture, equipment, signs, supplies, and other items or services necessary to operate your Center (“Approved Supplies List”). The Approved Suppliers List may specify the specific manufacturer of a specific product or piece of equipment and you must purchase the product or equipment only from a source identified on the Approved Suppliers List. The lists may specify the suppliers and the products or categories of products and services that we have approved for use in the System. We may revise these lists and provide you with a copy of approved lists (or update them in the Franchise Operations Manual) as we deem advisable.

We, an affiliate or a third-party vendor or supplier may be the only approved supplier for certain products or services. We will sell you our Furniture, Fixtures & Equipment Package, including fixtures, furniture, wall graphics, marketing and selected other items needed to operate your Center. We are an approved supplier of our Furniture, Fixtures & Equipment Package, although you may purchase these items from other approved sources.

If you want to use any unapproved material, fixture, equipment, furniture or sign, or purchase any items from any supplier that we have not approved and where we have not designated an exclusive source of supply, you must first obtain our approval by notifying us in writing and must submit to us, at our request, sufficient specifications, photographs, drawings or other information or samples for us to determine whether the services, material, fixture, equipment, furniture or sign complies with our specifications and standards, or the supplier meets our approved supplier criteria. Although we do not at this time, we may, in the future, charge you the actual cost of the test. The proposed supplier must meet all of our then-current specifications and standards as to quality, composition, finish, appearance and service, and adequately demonstrate their capacity and facilities to supply your needs in the quantities, at the times, and with the reliability required for an efficient operation of the Center. If we do not approve your proposal in writing within ten days of delivery, we are deemed to have disapproved the proposal. We will not unreasonably withhold our approval of an item or a supplier of your choosing if the item or supplier meets our published standards and specifications. We reserve the right to change the published standards on any approved supplier or any equipment, furniture, fixtures, products, supplies or services used, offered for sale or leased by franchisees on 30 days’ written notice to all franchisees and all approved suppliers. We may revoke our approval of an approved supplier on notice to you.

We do not provide material benefits, such as renewal advantages or granting additional franchises to franchisees based on their use of designated or approved sources or suppliers.

Rebates from Approved Suppliers

We and our affiliates may receive payments from suppliers on account of their dealings with you and other franchisees. We have received no payments from suppliers on account of their dealings with franchisees, but we reserve the right to receive payment in the future, which may range from 1% to 10% or more of franchisees’ purchases.

Revenue Received from Franchisee Purchases

When you use Franchise Real Estate’s services, Franchise Real Estate may receive compensation from the lessor of your business premises. At time of the issuance of this disclosure document, Franchise Real Estate’s gross revenue from providing real estate services to franchisees was \$0.

We will derive revenue as a result of franchisee purchases or leases of products and services described in this Item 8. During our last fiscal year, we received \$0 in revenue from franchisee purchases of goods, products and services, and other payments as otherwise described in this Item 8.

Purchasing Arrangements

We currently have no purchasing or distribution cooperatives. We may negotiate purchase arrangements with suppliers for the benefit of our franchisees.

Miscellaneous

~~Our CEO, Ray Titus, owns an interest in Franchise Real Estate.~~ Other than described above, none of our officers owns an interest in any designated or approved suppliers.

You must accept those forms of payment we specifically approve in the Franchise Operations Manual.

Magnitude of Required Purchases or Leases

We estimate that the costs of your total purchases from designated or approved sources, or according to our standards and specifications, may range from 48% to 63% of the total cost of establishing your Center and from 20% to 35% of the total cost of operating your Center after that time.

**ITEM 9
FRANCHISEE’S OBLIGATIONS**

This table lists your principal obligations under the Franchise Agreement, Technology Agreement and other agreements. This will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document.

	Obligation	Section in Franchise Agreement	Section in MUDA	Disclosure Document Item
a.	Site selection and acquisition/lease	Section 3 of Franchise Agreement	Not applicable	Items 7, 8, and 11
b.	Pre-opening purchases/leases	Section 6 of Franchise Agreement	Not applicable	Items 5, 6, 7, and 8
c.	Site development and other pre-opening requirements	Section 6 of Franchise Agreement	Not applicable	Items 6, 7, and 11
d.	Initial and ongoing training	Sections 6 D, 7, and 8 of Franchise Agreement	Not applicable	Item 11
e.	Opening	Section 6 of Franchise Agreement	Section 1(a)	Item 11
f.	Fees	Section 10	Section 1(b)	Items 5, 6, and 7

	Obligation	Section in Franchise Agreement	Section in MUDA	Disclosure Document Item
g.	Compliance with standards and policies/Operations Manuals	Articles 6, 11, 12, and 13 of Franchise Agreement	Not applicable	Items 11
h.	Trademarks and proprietary information	Section 14 of Franchise Agreement	Not applicable	Items 13 and 14
i.	Restrictions on products/services offered	Articles 3, 10, and 13 of Franchise Agreement	Not applicable	Items 8, 11, and 16
j.	Warranty and customer service requirements	Section 6 and 21 of Franchise Agreement	Not applicable	None
k.	Territorial development and use of sales quotas	Sections 3 and 12 of Franchise Agreement	Section 1(a)	Item 12
l.	Ongoing product/service purchases	Sections 10 and 13 of Franchise Agreement	Not applicable	Item 8
m.	Maintenance, appearance and remodeling requirements	Sections 2 and 64 of Franchise Agreement	Not applicable	Item 11
n.	Insurance	Section 13 of Franchise Agreement	Not applicable	Items 7 and 8
o.	Advertising	Article 12 of Franchise Agreement	Not applicable	Items 6, 7, and 11
p.	Indemnification	Section 6 Y of Franchise Agreement	Not applicable	Item 6
q.	Owner's participation/ management/ staffing	Sections 6 of Franchise Agreement	Not applicable	Items 11 and 15
r.	Records and reports	Sections 10 and 11 of Franchise Agreement	Not applicable	Items 6 and 8
s.	Inspections/audits	Section 11 of Franchise Agreement	Not applicable	Item 6
t.	Transfer	Section 15 of Franchise Agreement	Not applicable	Item 17
u.	Renewal	Sections 2.B – E of Franchise Agreement	Not applicable	Item 17

	Obligation	Section in Franchise Agreement	Section in MUDA	Disclosure Document Item
v.	Post-termination obligations	Section 17 of Franchise Agreement	Not applicable	Item 17
w.	Non-competition covenants	Sections 6 W and 17.F of Franchise Agreement	Not applicable	Item 17
x.	Dispute resolution	Section 25 and 26.D of Franchise Agreement	Section 7	Item 17
y.	Other	Not applicable	Not applicable	Not applicable

**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, we are not required to provide you with any assistance.

Pre-Opening Obligations

Before you open your Intelligent Assistant Center, we (or our designee(s)) will provide the following assistance and services to you:

1. If you have entered into a Development Agreement for the right to operate three (3) or more Franchised Businesses, we will designate your Development Area where you will have the right to secure a Premises (each of which we must approve) for each of your franchised Centers. (Development Agreement, Section 1);
2. Designate a Protected Search Area for the Franchise Business in the Franchise Agreement. Once you have secured a location for your Intelligent Assistant Center, your Protected Search Area will terminate, and we will define a territory (“Designated Territory”) (as defined in Item 12) for your Center (Franchise Agreement, Sections 1(C) and 1(D)).
3. We will provide site selection guidelines and assistance (as described more fully below in this Item 11), as we deem appropriate in our discretion, in connection with selection the Premises for each of your Franchised Business(es), as described more fully in this Item below. (Franchise Agreement, Sections 3 and 4).
4. Once you secure a Premises that we approve for a Franchised Business, we will define your Designated Territory, if any, awarded in connection with that Franchised Business and include its boundaries in the Location Acceptance Letter attached as Schedule E to your Franchise Agreement. (Franchise Agreement, Section 1(D));

5. We will provide you access and license to utilize our confidential and proprietary Franchise Operations Manual. You must operate your Franchised Business in accordance with the Franchise Operations Manual and all applicable laws and regulations. The Franchise Operations Manual may be amended or modified by us to reflect changes in the System. You must keep the Franchise Operations Manual confidential and current, and you may not copy any part of the Franchise Operations Manual. You are required to keep a copy of the Franchise Operations Manual at your Premises, and if there is a dispute relating to the contents of the Franchise Operations Manual, then the master copy (which we maintain at our corporate headquarters) will control. We reserve the right to disclose updates to the Franchise Operations Manual in writing in any manner, including electronic means such as e-mail, our website and any intranet or extranet that we establish in connection with the System. The table of contents for our Franchise Operations Manual as of the Issue Date of this Disclosure Document is attached to this Disclosure Document as Exhibit F and is a total of approximately 43 pages (Franchise Agreement, Section 4(H));

6. We will provide you with a list of our Required Items, included the Designated FFE, and Approved Suppliers (to the extent we have designated them), either as part of the Franchise Operations Manual or otherwise in writing. (Franchise Agreement, Section 4);

7. We will provide you with consultation and advice with regard to alterations, refurbishment, renovation, decoration or other work necessary for the conversion of the Premises into an Intelligent Assistant Business including layout designs; provided, however, that such consultation and advice will be provided by IA's affiliate, Franchise Real Estate, along with the assistance of one of IA's preferred vendors, on such terms the affiliate currently offers (Franchise Agreement, Section 4 (C));

8. We will provide for a period of 60 hours total, a suitably qualified member(s) of its staff to assist in initial on-site training and guidance on commencement of the Business. IA shall pay the travel and other costs of its staff member for the purpose of an initial on-site training; (Franchise Agreement, Section 4 (E));

9. We will provide advice with regard to the way in which fixtures and equipment are to be installed in the Premises with a view to the efficient operation of the Business (Franchise Agreement, Section 4(F));

10. We will provide You with a bookkeeping system which You are required to use (Franchise Agreement, Section 4(G));

11. We will provide You with a starter supply of printed material consisting of notecards, rack cards, flyers and business cards and a banner stand and tablecloth for marketing purposes (Franchise Agreement, Sections 4 (J) and (K)); and

12. We will provide you and your initial management with our initial training program that is comprised of (a) certain remote instruction we provide via webinar and/or other learning management system that allows us to monitor/track progress, confirm participation and (if we determine appropriate) provide testing designed to evaluate content retention and aptitude (the "Remote Instruction"), (b) the training we provide that you (or, if you are an entity, the designated principal you designate to us in your Franchise Agreement as the primary operations contact) must attend either via remote or other virtual means or at a corporate training location we designate (the "Corporate Training"), and (c) the on-site instruction and training the our training personnel provides prior to or around the "soft opening" of your franchised Center and that you and all the initial personnel of your franchised Center must participate in and attend while our trainer(s) are on-site at the Premises (the "Initial On-Site Training");

- a. We typically commence Remote Instruction on introductory topics within 30 days of signing a Lease for your Premises, and you and your initial management must complete all Remote Instruction we designate in the Franchise Operations Manual or otherwise prior to (i) attending Corporate Training, (ii) us sending our trainer(s) to your Premises to provide Initial On-Site Training, and/or (iii) you conducting a “soft opening” or otherwise commencing the provision of Approved Services at the Franchised Business.
- b. We reserve the right to: (i) substitute current methods of Remote Instruction with different technology, methods and/or channels as technology develops; and/or (ii) provide and/or supplement certain instruction that is detailed as “Classroom” hours of training in the Chart below via Remote Instruction methods.
- c. We expect and intend to provide Remote Instruction, Corporate Training and the Initial On-Site Assistance on an as-needed basis and subject to the availability of our training personnel. We have typically been providing Corporate Training on a monthly basis, but reserve the right to modify this interval as we determine appropriate in the future. We typically use our Franchise Operations Manual and other proprietary training materials, which may include a presentations, sample marketing materials and Remote Instruction content, in the provision of our initial training program.
- d. You and the other initial management personnel we designate must all complete Corporate Training at least 60 days prior to the (i) “soft opening” of your franchised Center, or (ii) the deadline by which you are required to have that Center open and operating, whichever is sooner. Any failure to complete required Corporate Training and/or Remote Training may result in termination of your Franchise Agreement if you do not take the steps necessary to cure any such training deficiencies within 30 days of the date we provide you with notice of the same.
- e. We will typically designate a period of up to 14 days prior to or around the “soft opening” of your Franchised Business to send one (1) or more of our training personnel to your Premises to provide Initial On-Site Training. We reserve the right to (a) shorten or lengthen the duration of Initial On-Site Training we provide (and require you and your personnel to participate in) depending on our evaluation during our time with your initial team and franchised Center, and/or (b) not require or provide Initial On-Site Training in connection with the second and any additional Franchised Business that you are awarded the right to develop under a Development Agreement with us (or assist you and/or the management personnel of your existing franchised Center(s) in providing such training to such as subsequent, new Center).
- f. Our training supervisor is our Director of Training, Melissa Laing. Melissa has over 4 years in the flexible workspace industry beginning as the Business Center Manager for 2 different Office Evolution locations; an existing location recovering from pandemic and, the other, a new location hired during the construction phase. Melissa has worked as the Business Development Director for Intelligent Office since March 2024. We reserve the right to substitute alternative training personnel to deliver instruction on one or more of the topics listed below. Any substitute personnel will generally have a minimum of 12 months of experience with us in the specific subject matter they are assigned to teach.
- g. As of the Issue Date, the following areas of instruction are covered via the Corporate Training described above:

TRAINING PROGRAM

Subject	Pre-Sales Hours	Location	Classroom Hours	In Location Hours	Location	OJT Hours	Location	Marketing /Sales Hours	Location	Operations Setup Hours	Location
Introduction/ Orientation	2	Virtual	1	0	West Palm Beach, FL	0	Regional Training location	1	Virtual/Your Location	1	Your Location
Industry Breakdown	1	Virtual	1	0	West Palm Beach, FL	0	Regional Training location	1	Virtual/Your Location	2	Your Location
Workspace Management Software/POS/CRM/Console	2	Virtual	0	0	West Palm Beach, FL	15	Regional Training location	4	Virtual/Your Location	4	Your Location
Goals Setting	1	Virtual	1	0	West Palm Beach, FL	0	Regional Training location	1	Virtual/Your Location	2	Your Location
Events	2	Virtual	1	0	West Palm Beach, FL	0	Regional Training location	1	Virtual/Your Location	1	Your Location
CMRA Compliance	2	Virtual	1	0	West Palm Beach, FL	1	Regional Training location	2	Virtual/Your Location	1	Your Location
Memberships	3	Virtual	1	1	West Palm Beach, FL	1	Regional Training location	2	Virtual/Your Location	2	Your Location
Brokers/Lead Referral Partners/3rd party Aggregators	3	Virtual	2	0	West Palm Beach, FL	0	Regional Training location	1	Virtual/Your Location	1	Your Location
Amenities/Partnerships	2	Virtual	1	0	West Palm Beach, FL	1	Regional Training location	1	Virtual/Your Location	1	Your Location
Brand Standards	0	Virtual	1	0	West Palm Beach, FL	1	Regional Training location	1	Virtual/Your Location	2	Your Location
Financial Management	1	Virtual	1	0	West Palm Beach, FL	4	Regional Training location	1	Virtual/Your Location	2	Your Location
Operations	3	Virtual	6	2	West Palm Beach, FL	4	Regional Training location	3	Virtual/Your Location	4	Your Location
Sales & Marketing	6	Virtual	10	2	West Palm Beach, FL	3	Regional Training location	8	Virtual/Your Location	5	Your Location
Staffing	2	Virtual	2	0	West Palm Beach, FL	2	Regional Training location	2	Virtual/Your Location	1	Your Location
UFG Ecosystem – Brand Introduction	0	Virtual	1	0	West Palm Beach, FL	0	Regional Training location	1	Virtual/Your Location	1	Your Location
Role Play & Discussion	2	Virtual	2	3	West Palm Beach, FL	0	Regional Training location	2	Virtual/Your Location	2	Your Location
Totals	32		32	8		32		32		32	

All of the training hours listed above are provided in our training facility in West Palm Beach, Florida, or on-site at a local Intelligent Office Center or an Intelligent Assistant Center. Our field representatives provide additional training during the initial setup of your location. (See the Franchise Agreement Section 4.E). IA may delegate the performance of any or all of its obligations hereunder to such third parties, including its affiliated companies, as it deems advisable.

SITE SELECTION

You must assume all costs, liabilities, expenses and responsibility for: (i) locating, obtaining and developing a Premises for your Franchised Business; and (ii) constructing, equipping, remodeling and/or building out the Premises for use as a Franchised Business, all in accordance with our System standards and specifications. We will provide you with site selection counseling and assistance through our internal resources and our preferred vendor network. The site selection process may require that you conduct, at your expense, an evaluation of the demographics and other regional price comparisons for the location. Franchisor will not typically own the Premises which is then leased to you.

We may then use these factors in determining the suitability of your proposed site for the Premises of your Franchised Business. In deciding whether to approve a site, we may also consider, among other things: (i) demographic characteristics, traffic patterns, allowed design and building, parking, visibility, allowed signage, and the predominant character of the neighborhood surrounding the proposed site; (ii) competition from other businesses selling similar products and services within the area and the proximity of the site to these businesses, as well as the nature of all other businesses in proximity to the site; and (iii) the size, appearance, and other physical characteristics of the proposed site.

If you (i) acquired a franchise to operate a single Center within a Franchise Agreement detailing an area (“Area”), or (ii) the right to develop two (2) Centers in accordance with a Multi-Unit Development Agreement detailing your Development Area, you will not have any territorial rights within that Area or Development Area, as appropriate, and we will have the right to review and approve sites that other System franchisees and developers propose within such areas on a “first come, first serve” basis.

If you develop three (3) or more Centers within a Development Area you are granted under a Development Agreement, however, we will not allow another person to select a site within that Development Area until your Development Agreement expires so long as you comply with your development and other obligations.

We must also have the opportunity to review and approve/reject any lease or purchase agreement for a proposed Premises before you enter into such an agreement. We may condition our approval on a number of conditions, including: (i) an agreement by you and the landlord of the Premises to enter into our prescribed form of Consent and Agreement of Landlord Form and Collateral Assignment of Lease and our then-current form of lease addendum (if any); and (ii) receiving a written representation from the landlord of the Premises that you will have the right to operate the Franchised Business, including subleasing/renting certain portions of your Center to different Operators, throughout the term of your Franchise Agreement. (Franchise Agreement, Sections 5(E) and 6(A)). Under the Consent and Agreement of Landlord Form and Collateral Assignment of Lease, we will have the option, but not the obligation, to assume or renew the lease for the Premises (the "Lease") for all or part of the remaining term of the Lease only if: (i) your Franchise Agreement or Lease is terminated, or subject to termination, for cause; or (ii) either your Franchise Agreement or Lease expires (and you do not renew in accordance with the respective terms of those agreements).

We will use reasonable efforts to approve or reject any proposed location (and corresponding lease/purchase agreement) within thirty (30) days of the date you provide us with all requested materials. If we determine that an on-site evaluation is necessary, then you must: (i) submit to us in the form we specify a description of the site prior to our representative conducting its on-site evaluation, including evidence that the site satisfies our site selection guidelines and any other information and materials that we may reasonably require, including a letter of intent or other evidence that confirms your favorable prospects for obtaining the site; and (ii) reimburse us for the expenses incurred in connection with such an evaluation (including any costs/expenses that we incur in connection with sending our representative(s) to conduct an on-site evaluation of any proposed Premises). If we do not provide our specific approval of a proposed location within this 30-day period, the proposed location will be deemed rejected. Our approval only means that the site meets our minimum requirements for a Franchised Business. (Franchise Agreement, Section 3(B)).

We will require you to use our current Approved Supplier for site selection assistance and guidance, if necessary. You must secure a Premises that we approve within 180 days of executing your Franchise Agreement for that Franchised Business, or we may terminate that Franchise Agreement. (Franchise Agreement, Section 16(A)(ii)).

TIME TO OPEN

Single Center under Franchise Agreement

We will designate the Protected Search Area in the Franchise Agreement. The size of the Protected Search Area will depend on the demographics of the area, the population and other factors. We generally do not designate Protected Search Areas that are within downtown metropolitan areas.

Each Protected Search Area under the Franchise Agreement is a temporary area in which to search for a location for your Premises. You will have the right to search for a Premises within the Protected Search Area while it is in effect. However, we and other franchisees may conduct business within the Protected Search Area as allowed by the Franchise Agreement. Your Protected Search Area(s) will be subject to any retained right by IA. You may face competition from other franchisees, from outlets that we own, franchisees of our affiliates, or from other channels of distribution or competitive brands that we control.

Once your Premises location is approved by us and you execute a lease or otherwise secure the location, your Protected Search Area will be terminated, and we will establish your Designated Territory. Subject to any retained rights, we will not establish or authorize another person to establish an Intelligent Assistant Center or Intelligent Office Center within the Protected Search Area while effective or the Designated Territory. Upon your failure to adhere to the Franchise Agreement, you will lose the exclusive Premises search rights granted for the Protected Search Area(s). We may allow you to develop an Intelligent Assistant Center outside of a Protected Search Area. If we allow you to do this and you have signed a Multi-Unit Development Agreement, we may alter your Development Area to account for the reduction in Centers to be developed in the remaining areas.

Except as provided in this Item, you must open and commence operations of your Franchised Business within 365 days of the date you execute your Franchise Agreement for that Franchised Business. We estimate that it will take between three (3) and six (6) months to open your Franchised Business from the time you execute your Franchise Agreement. Your total timeframe may be shorter or longer depending on the time necessary to obtain an acceptable Premises, to obtain financing, to obtain the permits and licenses for the construction and operation of the Franchised Business, to complete construction or remodeling as it may be affected by weather conditions, shortages, delivery schedules and other similar factors, to design, buildout and finish the interior and exterior of the Franchised Business, including decorating, purchasing and installing fixtures, equipment and signs, and to complete preparation for operating the Franchised Business, including purchasing any inventory (“Approved Products”) or supplies needed prior to opening.

If you do not open or operate your Franchised Business within the time period required under your Franchise Agreement, then we reserve the right to terminate your Franchise Agreement upon written notice. (Franchise Agreement, Section 16(A)(i)).

Multiple Centers under a Multi-Unit Development Agreement

If you have entered into a Development Agreement to develop multiple Franchised Businesses, your Development Agreement will include a Development Schedule containing a deadline by which you must have each of your Franchised Businesses open and operating. Your Development Schedule will be designated in Exhibit A to your Multi-Unit Development Agreement and will be based, in part, on the number of Franchised Businesses you are awarded the right to develop. (Development Agreement, Section 3 and 4). We must approve of the Premises you choose for each Franchised Business you are required to open under the Development Agreement.

Unless we determine to afford you an extension in a separate agreement that you and we both sign, your failure to comply with your Development Schedule is grounds for terminating (a) your Development Agreement and all future development rights, or (b) the territorial rights you are awarded within your Development Area in accordance with the terms of a prescribed form of addendum to your Development Agreement that also contains a general release in our favor, upon written notice.

Upon expiration or termination of your Development Agreement, you will not have any further development or other rights within your DMA or Development Area (as applicable), except for your right to continue operating any Franchised Businesses that you developed for so long as they are subject to a valid and in-term form of franchise agreement with us.

Development Schedule Extension

Subject to your compliance with your (and/or your affiliates') other agreements with us and our Approved Suppliers, we will not unreasonably withhold our approval of any written request we receive for an extension of your Development Schedule to comply with your development obligations under a Development Agreement within a single development period comprising your Development Schedule (each, a "Development Period") In order to take advantage of this extension, you must provide us with the proper amount of notice (at least 30 days before your opening deadline). We may also condition our approval on you entering into a form of addendum to your Development Agreement and/or Franchise Agreement memorializing the extension payment of the applicable Development Schedule Extension Fee, and, as consideration, may require a general release by you of us.

If we determine to provide you such an extension in connection with a development period comprising your Development Schedule (each, a "Development Period"), such an extension will not extend or otherwise modify (a) any subsequent developmental deadline or obligation under your Development Agreement, or (b) the overall term of your Development Schedule or Development Agreement.

POST-OPENING OBLIGATIONS

1. We may offer, and require you, your business partner(s), and your employees to attend additional training programs and/or refresher courses, as we deem necessary in our sole discretion ("Additional Training"). While you have the option to attend any Additional Training we offer, subject to the availability of our classes, we may require that you and your employees attend Additional Training each year at our headquarters or other location we designate. We may also require that you and your employees attend training that is designed to cure a given default or violation of your Franchise Agreement or failure to comply with the operational and other System standards and specifications stated in our Franchise Operations Manual as part of the actions you must undertake to cure that default/violation or failure (the "Remedial Training"). You will also be solely responsible for all expenses incurred in attending Additional Training for you or your employees. (Franchise Agreement, Section 7(D));

2. We may provide you with continuing consultation and advice, as we deem necessary in our sole discretion, regarding the management and operation of the Franchised Business. We may provide this assistance by telephone, email, or intranet communication, as we deem advisable and subject to the availability of our personnel. We may also provide you with on-site assistance, subject to the availability of our field representatives, provided you pay our then-current on-site assistance or consultation fee. (Franchise Agreement, Section 8(E));

3. We will approve or deny any advertising/marketing materials you wish to use in connection with your Franchised Business as described more fully below in this Item 11 under the heading "Advertising and Marketing." (Franchise Agreement, Section 12(D));

4. We will approve or disapprove your requests to: (i) purchase and/or offer non-approved products or services in connection with the Franchised Business; and (ii) make Required Purchases from suppliers other than our then-current Approved Suppliers. (Franchise Agreement, Section 6(HH, JJ, and KK));

5. We may schedule and hold an annual conference, as we deem advisable in our sole discretion, to discuss the current state of the System, improvements to the System, hold discussion forums for System franchisees and recognize certain franchisees. In the event we schedule a conference, but we will charge you a registration fee. (Franchise Agreement, Sections 6(LL) and 10(J));

6. We will list the contact information of your Franchised Business on the website that we or our designee maintains to advertise and promote the brand, our Proprietary Marks and other Center locations, provided you are in compliance with the terms of your Franchise Agreement. Please see below in this Item 11 under the heading “Marketing and Advertising” for further information. (Franchise Agreement, Section 6(Z));

7. We expect and intend to continue to administer the brand development Fund for the benefit of the System, as we deem necessary in our sole discretion (and described more fully below in this Item). (Franchise Agreement, Section 12(A));

8. We may conduct, as we deem advisable in our sole discretion, inspections of the premises and audits of the Franchised Business and your operations generally to ensure compliance with our System standards and specifications. We may also prepare written reports outlining any recommended or required changes or improvements in the operations of your Franchised Business, as we deem appropriate in our sole discretion, and detail any deficiencies that become evident because of any inspection or audit. (Franchise Agreement, Sections 5(B) and 11(A));

9. We may supplement, revise or otherwise modify the Franchise Operations Manual, as we deem necessary or prudent in our sole discretion, which may, among other things, provide new operations concepts and ideas. We may provide you with these updates through various mediums, including mail, e-mail and our System-wide intranet. (Franchise Agreement, Section 5(A)); and

10. We may: (i) research new technology, buildouts and buildout methods, designs and layout options, Workstation components (or other furniture, fixtures, equipment), and/or methods of providing Approved Services or otherwise doing business and provide you with information we have developed as a result of this research, as we deem appropriate in our sole discretion; and (ii) research and designate additional Approved Services, Membership plans/options, and/or Approved Products to be offered and provided at Centers (which may include Approved Products sold under the marks we designate). (Franchise Agreement, Section 9).

ADVERTISING

All advertising and promotion that you use in connection with your Franchised Business must be approved by us and conform to the standards and requirements that we specify. We may make available to you from time to time, at your expense, certain promotional materials, including newspaper mats, coupons, merchandising materials, point-of-purchase materials, special promotions, and similar advertising and promotional materials. You must also participate in certain promotions and advertising programs that we establish as an integral part of our System, provided these activities do not contravene regulations and laws of appropriate governmental authorities. (Franchise Agreement, Section 12(D)).

If you wish to use any advertising or promotional materials other than those that we have previously approved or designated within the preceding 12 months, then you must submit the materials you wish to use to us for our prior written approval at least 20 days prior to publication. We will use commercially reasonable efforts to notify you of our approval or disapproval of your proposed materials within 15 days of the date we receive the materials from you. If you do not receive our written approval during that time period, however, the proposed materials are deemed disapproved, and you may not use such materials. Once approved, you may use the proposed materials for a period of 90 days, unless we: (i) prescribe a different time period for use; or (ii) require you to discontinue using the previously approved materials in writing. We may require you to discontinue the use of any advertising or marketing material, including materials we previously approved, at any time. (Franchise Agreement, Section 12(D)). Except as otherwise provided in this Item, we are not required to spend any amount on advertising in your Designated Territory.

Initial Marketing Spend. You are required to spend an Initial Marketing Spend of between \$35,000 to \$55,000 to promote and advertise the grand opening of your Franchised Business, which must be expended over the time period and in the manner, we designate or approve as part of your initial launch marketing plan. We may designate or require that you expend all or some portion of the Initial Marketing Spend on pre-opening sales activities designed to generate Operators and otherwise promote the Approved Services and Center prior to opening, or (b) other materials and/or services that are provided by our Approved Supplier(s). (Franchise Agreement, Schedule A).

Local Advertising. Recognizing the importance of promoting your Franchised Business within your Designated Territory and surrounding area, we require you to spend at least \$1,000 per month on direct lead-generation advertising (referred to as the “Local Advertising Requirement”).

We will waive your minimum Local Advertising Requirement under the Franchise Agreement once the Franchised Business has reached an IA client base of 80 or more for so long as said this client base remains above the threshold (the “Client Threshold”). If the client base of the Franchised Business drops below this Client Threshold, then the minimum Local Advertising Requirement will again become effective for the Franchised Business until the occupancy rate once again exceeds the Client Threshold. (Franchise Agreement, Section 12(C)).

Marketing Fund. As of the Issue Date, we administer a brand development Marketing Fund (the “Fund”) for the benefit and further development of the brand generally, including without limitation, the Proprietary Marks, System, Centers and/or any of the Approved Services and Approved Products.

We may use the Fund to meet certain costs related to maintaining, administering, directing, conducting and preparing advertising, marketing, public relations, and/or promotional programs and materials (via both digital and traditional channels and creative), and any other activities which we believe will enhance the image of the System. As of the Issue Date of this Disclosure Document, the required Fund Contribution under your Franchise Agreement will be \$2,500 per month.

Our affiliate-owned Centers may, but are not obligated to, contribute to the Fund in the same manner that each franchised Center is required to contribute. (Franchise Agreement, Section 12(A)).

During fiscal year 2024, the Marketing Fund had no expenditures.

We are not required to spend any of your Fund Contributions in your (or any other) Designated Territory we award under a franchise agreement or otherwise in connection with a Center, and we will provide you with an accounting of the Fund within 120 days after our fiscal year end (upon your written request). We are not required to have the Fund audited, but we may do so and use the Fund Contributions to pay for such an audit. We do not presently intend to use any portion of the Fund Contributions on material designed to primarily or solely solicit new franchise sales, but we reserve the right to do so. If we do not spend all Fund Contributions in a given year, any excess funds will roll over into the Fund for use during the following year. We will have the right to modify or discontinue the Fund, as we deem appropriate in our sole discretion. (Franchise Agreement, Section 12(A)).

Marketing Council. We have not established a marketing council (the “Marketing Council”), which would serve in an advisory capacity to us with respect to certain advertising expenditures, including providing advice/guidance on how to administer the Fund (if established in the future). At our discretion, the Marketing Council may be established in the future, and further may be comprised of our management representatives, employees, you and/or other franchisees in the System. We will have the right to modify or dissolve a Marketing Council at any time.

Regional and Local Advertising Cooperatives (“Cooperatives”). We reserve the right to establish national, regional and/or local advertising cooperatives that are comprised of a geographical market area that contain two (2) or more Centers (whether a Franchised Business or Affiliate-owned) (each a “Cooperative”). If we assign your Franchised Business to a Cooperative we establish, you must work with the other Center owners in your Cooperative and us to develop and implement advertising campaigns designed to benefit all the Centers within the geographical boundaries of the Cooperative. We have not established any Cooperatives as of the Issue Date of this Disclosure Document and have not contemplated how much a Franchised Business might be required to contribute to such a Cooperative (though it will not exceed your Local Advertising Requirement of an amount to be determined quarterly). We will have the right to establish, modify, merge and dissolve Cooperative as we deem appropriate. Any amount you expend on Cooperatives will be credited towards your Local Advertising Requirement.

Online Directories. As another means of advertising, you must ensure that the Franchised Business is listed in appropriate Internet-based telephone directories that we designate. You must ensure that your Franchised Business has a dedicated telephone line that is not used for any other purpose.

COMPUTER HARDWARE AND SOFTWARE SYSTEMS

We have the right to specify or require that you use certain brands, types, makes, and/or models of computer hardware and software in connection with the Franchised Business, including without limitation (i) a laptop or other computer that meets our System specifications and is capable of running all Required Software we designate to (a) manage Member Information and corresponding agreements and/or Membership details, (b) otherwise manage and operate the franchised Center and ensure provision of the Approved Services; (ii) printers and other peripheral hardware/devices; and (iii) equipment necessary to maintain a physical, electronic or other security system for the Franchised Business that we designate (collectively, the “Computer System”). (Franchise Agreement, Sections 6(AA) and 11(A)).

Currently, the computer/laptop you use in connection with your Computer System must have: (i) the ability to access high-speed Internet (wirelessly); (ii) a newer Windows operating system software installed, along with a Microsoft Office software suite containing at least Word and Excel; and (iii) the ability to run all Required Software, including any software we designate for bookkeeping and/or accounting purposes.

The principal functions of the Computer System will be for running the property management and related POS software from your license from our Approved Supplier, bookkeeping, creating invoices, preparing materials, the cost for installation of the infrastructure necessary to properly operate, as well as for other general use in connection with the Franchised Business. We may modify our System standards and specifications for our Computer System and may otherwise require you to use any Required Software we designate. (Franchise Agreement, Sections 6(AA) and 11(A)).

We estimate the costs to purchase our current Computer System to be \$14,417 or less. You must keep your Computer System in good maintenance and repair and install such additions, changes, modifications, substitutions, and/or replacements to the Computer System or Required Software as we direct from time to time in writing. We estimate that you will spend approximately \$3,340-10,340 annually on maintenance and support contracts for your Computer System, which includes any upgrades.

You must have the components necessary to ensure that the entire Premises of the Franchised Business has access to the high-speed Internet via a Wi-Fi connection. We may require that (i) you comply with our standards and specifications for Internet access and speed; and (ii) the Computer System be programmed to automatically transmit data and reports about the operation of the Franchised Business to us. We also have the right to, at any time without notice, electronically and independently connect with your Computer

System to monitor or retrieve data stored on the Computer System as we determine appropriate. There are no contractual limitations on our right to access the information and data on any component of your Computer System.

You are also required to participate in any System-wide a cloud-based network or other online intranet or website portal that we establish or otherwise require that provides any kind of secured access to System franchisees and Center owners (each, a “System Site”), which may be used to, among other things: (i) submit your reports due under the Franchise Agreement to us online; (ii) view and print portions of the Franchise Operations Manual; (iii) download approved local advertising materials; (iv) communicate with us and other System franchisees; and (v) complete certain components of any ongoing training we designate. (Franchise Agreement, Section 5(J)). You must ensure that you review the System Site as part of your daily operations to ensure you are (a) aware of any and all Franchise Operations Manual or other System updates/supplements, and (b) implement the same in connection with your franchised Center operations within the time period we set forth (or within a reasonably prompt time if not such timeline is set forth by us in writing).

WEBSITE, DOMAIN AND INTERNET USE

Except as approved in advance in writing by us, you must not establish or maintain a separate website, splash page, profile or other presence on the Internet, or otherwise advertise on the Internet or any other public computer network in connection with the Franchised Business, including any profile on Facebook®, SnapChat®, Twitter®, LinkedIn®, Instagram®, Pinterest®, YouTube® or any other social media and/or networking site. Any such Internet website or presence is considered “advertising” and must be approved by us prior to use, as described in this Item. If we do permit you to establish one (1) or more of the above presences on the Internet, you must: (i) establish and operate your World Wide Web or Internet site in accordance with System standards and any other policies we designate in the Franchise Operations Manual or otherwise in writing from time to time; and (ii) utilize any templates that we provide to you to create and/or modify such site(s). (Franchise Agreement, Section 6(Z)).

We have the right to establish and maintain a website, that may, without limitation, promote the Proprietary Marks and/or the System (the “Website”), including the contact information of your Franchised Business. We will establish an interior page on our corporate website to display the Premises and contact information associated with the Franchised Business for so long as (i) the Franchised Business is open and actively operating, and (ii) the Franchise Agreement governing that Franchised Business is not subject to termination. We reserve the right to administer and control all aspects of the Website, including without limitation its design, content, functionality, links to other websites, legal notices, and policies and terms of usage.

We also have the right to discontinue operation of the Website at any time without giving notice to you. We have the right to modify our policies regarding your use of social media and Internet websites in connection with your Franchised Business as we deem necessary or appropriate in the best interest of the System. We (or our affiliates) will be the sole registrant of the Internet domain name that we or our affiliates register in the future. You must not register any Internet domain name that contains words used in or similar to any brand name owned by us or our affiliates or any abbreviation, acronym, phonetic variation or visual variation of those words.

Software and Computer Equipment

You are required to purchase a computer and technology system that consists of the following hardware and software: (a) Windows or Apple computer (not more than two years old), cabling systems and switches, routers, uninterrupted power supplies, wireless access points, all IA required equipment,

multi-function printer; and (b) Microsoft Office 365 or newer, Yardi Kube and any other accounting-related software that we may require, automatic backup and anti-virus software (“Technology System”). We, or the manufacturer, will provide customer support for approved switches, routers, wireless access points, IA required equipment, phone system and Yardi Kube at no additional charge (these services are covered by the Technology Fee. The Technology System will manage the daily workflow of the Intelligent Assistant Center, coordinate the customer scheduling experience, and other information. You must record all Gross Revenue on the Technology System. You must store all data and information in the Technology System that we designate, and report data and information in the manner we specify. You must use an approved credit card and ACH processor, follow all PCI compliance requirements and credit card processing security requirements. The Technology System will generate reports on the Gross Revenue of your Intelligent Assistant Center. You must also maintain a high-speed Internet connection at the Intelligent Assistant Center. In addition to offering and accepting Intelligent Assistant gift cards and loyalty cards, you must use any credit card vendors and accept all credit cards and debit cards that we determine. The term “credit card vendors” includes, among other things, companies that provide services for electronic payment, such as near field communication vendors (for example, “Apple Pay” and “Google Wallet”).

We are not required to provide you with any ongoing maintenance, repairs, upgrades, updates, or support for your computer or office equipment. You must arrange for installation, maintenance, and support of the Technology System at your cost. There are no limitations in the Franchise Agreement regarding the costs of such required support, maintenance, repairs, or upgrades relating to the Technology System. The cost of maintaining, updating, or upgrading the Technology System or its components will depend on your repair history, costs of computer maintenance services in your area, and technological advances, which we cannot predict at this time, but based upon prior years we estimate the range to be from \$1,000 to \$5,000. We may revise our specifications for the Technology System periodically. You must upgrade or replace your Technology System at such time as specifications are revised.

You must have a functioning email address that you regularly check. After you sign the Franchise Agreement, we will provide an Intelligent Assistant business email address for you and your employees. The Intelligent Assistant business email address is the only email address we will use to communicate with you. You must use only your Intelligent Assistant business email address for all Intelligent Assistant business communications.

We (or our designee(s)) have the right to independently access the electronic information and data relating to your Intelligent Assistant Center, and to collect and use your electronic information and data in any manner, including to promote the System and the sale of Intelligent Assistant Center. We may also send franchise opportunity advertisements to Intelligent Assistant customers that use your Center. This may include posting financial information of each franchisee on an intranet website or for use in our Franchise Disclosure Document. There is no contractual limitation on our right to receive or use information through our proprietary data management and intranet system. We may access the electronic information and data from your Technology System remotely, in your Intelligent Assistant Center, or from other locations.

If we or any of our affiliates develop or maintain software or other technology that we decide to license to you, we may condition your use of that software or other technology upon: (1) your execution of a license agreement or similar document; and (2) the payment of separate fees for the use of the software or technology and for maintenance and support services provided during the Intelligent Assistant Center term.

ITEM 12 TERRITORY

Franchise Agreement

Premises and Relocation

You will operate the Center at a specific location approved by us (referred to as your “Premises”). Once you have secured your Premises, we will provide you a Designated Territory within which you will have certain protected rights.

You will not be permitted to relocate your Center without our prior written approval, which may be withheld in our discretion. Generally, we do not approve requests to relocate your Center after a site selection has been made and you have opened for business unless (a) it is due to extreme or unusual events beyond your control, and (b) you are not in default of your Franchise Agreement. If we approve your relocation request, we retain the right to approve your new site location in the same manner and under the same terms that are applied to your first site selection.

Protected Search Area

We will designate the Protected Search Area in the Franchise Agreement. The size of the Protected Search Area will depend on the demographics of the area, the population and other factors. We generally do not designate Protected Search Areas that are within downtown metropolitan areas.

Each Protected Search Area under the Franchise Agreement is a temporary area in which to search for a location for your Center. You will have the right to search for a Center within the Protected Search Area while it is in effect. However, we and other franchisees with established Intelligent Assistant Centers may conduct business within the Protected Search Area as allowed by the Franchise Agreement. Your Protected Search Area(s) will be subject to the Reserved Rights.

Your Protected Search Area will be terminated once your Center location is approved by us and you execute a lease or otherwise secure the location, or 180 days from the date you execute your Franchise Agreement, whichever occurs first. During the term of the Franchise Agreement, provided you are in compliance with the provisions therein and subject to the Reserved Rights (defined below), we will not establish or authorize another person to establish an Intelligent Assistant Center or IO franchise within the Protected Search Area. Upon your failure to adhere to the Development Schedule for the Franchise Agreement, you will lose the exclusive Center location search rights granted for the Protected Search Area(s) and it will constitute a material event of default under the Franchise Agreement for which we may, among other things: (i) terminate the Franchise Agreement; (ii) reduce the area of the Protected Search Area; (iii) permit you to extend the Development Schedule; or (iv) pursue any other remedy we may have at law or in equity, including but not limited to, a suit for nonperformance. A failure to adhere to the Development Schedule will not terminate, if any, the Protected Territory provided to already-established franchises under each individual Franchise Agreement. We may allow you to develop a Center outside of a Protected Search Area.

Designated Territory

Your Designated Territory will typically be comprised of a radius around your Center that we determine appropriate based on a number of factors described more fully below in this Item. There is no minimum radius or population associated with the Designated Territories we award.

We will determine and designate your Designated Territory as we deem appropriate in our discretion. The size of your Designated Territory will likely vary from the territory granted to other franchisees based on the location and demographics surrounding your Center.

The boundaries of your Designated Territory may also be described in terms of zip codes, streets, landmarks (both natural and man-made) or county lines, or otherwise delineated on a map. If we determine, in our discretion, to base your Designated Territory on population, then the sources we use to determine the population within your Designated Territory will be supplied by (a) the territory mapping software we determine to license or otherwise use, or (B) publicly available population information (such as data published by the U.S. Census Bureau or other governmental agencies and commercial sources).

When you are granted a Designated Territory, then we will not open or locate, or license any third party the right to open or locate another Intelligent Assistant Center or IO franchise utilizing the Proprietary Marks and System from a physical location within that Designated Territory, until such time that your Franchise Agreement expires or is terminated.

We and our affiliates also have the right to operate, and grant franchises or licenses to others to operate, locations and other businesses offering similar services in your Designated Territory under trademarks other than the Proprietary Marks. With that said, we do reserve the right to locate Centers at certain “Non-Traditional Sites” within your Designated Territory and, for this reason, we must provide the following disclosure:

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

Rights and Limitations with Regards to Operations

Except as expressly provided in the Franchise Agreement, you have no right to exclude, control or impose conditions on the location, operation or otherwise of present or future Centers, using any of the other brands or Marks that we now, or in the future, may offer, and we may operate or license Centers or distribution channels of any type, licensed, franchised or company-owned, regardless of their location or proximity to the premises and whether or not they provide services similar to those that you offer. You do not have any rights with respect to other and/or related businesses, products and/or services, in which we may be involved, now or in the future.

While you and other Centers will be able to provide the Approved Services to any potential client that visits or otherwise reaches out to your Center, you will not be permitted to actively solicit or recruit clients outside your Designated Territory, unless we provide our prior written consent.

You will not be permitted to advertise and promote your Franchised Business via advertising that is directed at those outside your Designated Territory without our prior written consent, which we will not unreasonably withhold provided (a) the area you wish to advertise in is contiguous to your Designated Territory, and (b) that area has not been granted to any third party in connection with a Center (or Development Agreement) of any kind.

We may choose, in our sole discretion, to evaluate your Center for compliance with the System Standards using various methods (including, but not limited to, inspections, field service visits, surveillance camera monitoring, member comments/surveys, and secret shopper reports). You must meet minimum standards for cleanliness, equipment condition, repair and function, and customer service. Your personnel, including any independent contractors you determine to engage rather than employ, must meet minimum standards for courteousness and customer service.

Competitive Affiliated Brands

You may compete with any competitive affiliated brands in and near your area. As discussed in Item 1, our affiliates VTX, OE and IO also offer customers similar product and services. There is no mechanism for resolving any conflicts that may arise between other franchised or company-owned outlets of a competitive affiliated brands offering or selling similar products or services under a different trademark. Any resolution of conflicts regarding location, customers, support or services will be entirely within your and our business judgment. We are not obligated to compensate you for sales made within your territory. We utilize the same principal business address as identified in Item 1 of this disclosure document for all affiliated brands and do not maintain physically separate offices and training facilities for each affiliated brand. Franchisees of a competitive affiliated brand may solicit or accept members within your market area. While we do not anticipate conflicts between franchisees of different brands, we will analyze any future conflict and take action (if any) that we deem appropriate.

Multi-Unit Development Agreement

If you are granted the right to open multiple Franchised Businesses under our form of Multi-Unit Development Agreement, then we will provide you with a Development Area upon execution of this agreement.

The size of your Development Area will substantially vary from other System developers based on: (i) the number of Franchised Businesses we grant you the right to open and operate; and (ii) the location and demographics of the general area where we mutually agree you will be opening these locations. The boundaries of your Development Area may be described in terms of zip codes, streets, landmarks (both natural and man-made) or county lines, or otherwise delineated on a map attached to the Data Sheet.

Each Franchised Business you timely open and commence operating under our then-current form of franchise agreement will be operated: (i) from a distinct site located within the Development Area; and (ii) within its own Designated Territory that we will define once the site for that Franchised Business has been approved. We will approve sites for additional Franchised Businesses developed under your Development Agreement using our then-current site selection criteria.

We will not own or operate, or license a third party the right to own or operate, a Center utilizing the Marks and System within the Development Area until the earlier of: (i) the date we define the Designated Territory of the final Franchised Business you were granted the right to operate under the Development Agreement; or (ii) the expiration or termination of the Development Agreement for any reason. With that said, we do reserve the right to locate Centers at certain “Non-Traditional Sites” within your Development Area and, for this reason, we must provide the following disclosure:

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

Upon the occurrence of any one of the events described in the preceding paragraph, your territorial rights within the Development Area will be terminated, except that each Franchised Business that you have opened and are continuously operating as of the date of such occurrence will continue to enjoy the territorial rights within their respective Designated Territories that were granted under the franchise agreement(s) you entered into for those Franchised Business(es).

You must comply with your development obligations under the Development Agreement, including your Development Schedule, in order to maintain your exclusive rights within the Development Area. If you do

not comply with your Development Schedule, we may (a) terminate your Development Agreement and any further development rights you have under that agreement, and/or (b) terminate the territorial rights awarded within your Development Area under our standard form of Development Agreement. Otherwise, we will not modify the size of your Development Area except by mutual written agreement signed by both parties.

Reserved Rights

We and our parent/affiliates reserve the exclusive right to conduct the following activities under the Franchise Agreement and/or Development Agreement (as appropriate): (i) establish and operate, and license any third party the right to establish and operate, other Centers and Franchised Businesses using the Marks and System at any location outside of your Designated Territory(ies) and, if applicable, Development Area; (ii) market, offer and sell products and services that are similar to the products and services offered by the Franchised Business under a different trademark or trademarks at any location, within or outside the Designated Territory(ies) and, if applicable, the Development Area; (iii) use the Marks and System, as well as other such marks we designate, to distribute any Approved Products and/or Services in any alternative channel of distribution, within or outside the Territory(ies) and Development Area (including the Internet, mail order, catalog sales, toll-free numbers, wholesale stores, etc.), as further described below; (iv) to (a) acquire, merge with, be acquired by, or otherwise affiliate with, any other company, and (b) have us or any successor/acquiring entity own and operate, and franchise or license others to own and operate, any business of any kind, including, without limitation, any business that offers products or services the same as or similar to the Approved Products and Services (but under different marks), within or outside your Designated Territory(ies) and, if applicable, Development Area; (v) market, offer and provide the Approved Services directly to personnel in their respective residence, office or other location of choice and not from a Center location, anywhere inside or outside of the Designated Territory; (vi) own and operate Centers in “Non-Traditional Locations” including, but not limited to, airports, malls, larger membership-based clubs or any other captive venue that requires a ticket or other membership to access, military bases, academic institutions, hospitals, sports arenas and stadia, train stations, other transportation hubs and similar venues, both within or outside your Designated Territory(ies) and, if applicable, Development Area; and (vii) use the Marks and System, and license others to use the Marks and System, to engage in any other activities not expressly prohibited in your Franchise Agreement and, if applicable, your Development Agreement.

Neither the Franchise Agreement nor Development Agreement grants you any right to engage in any of the activities outlined in the preceding paragraph, or to share in any of the proceeds received by us, our parent/affiliates or any third party from these activities, unless we otherwise agree in writing. Further, we have no obligation to provide you any compensation for soliciting or accepting orders (via alternate channels of distribution) within your Territory.

Internet Sales/Alternative Channels of Commerce

We may sell products and services to members located anywhere, even if such products and services are similar to what we sell to you and what you offer at your Center. We may use the internet or alternative channels of commerce to sell Franchisor’s brand products and services. You may only sell the products and services from your approved Center location, and may only use the internet or alternative channels of commerce to offer or sell the products and services, as permitted by us, in order to register members for classes. We may require you to submit samples of all advertising and promotional materials (and any use of the Marks and/or other forms of commercial identification) for any media, including the Internet, World Wide Web or otherwise. We retain the right to approve or disapprove of such advertising, in our sole discretion. Any use of social media by you pertaining to the Center must be in good taste and not linked to controversial, unethical, immoral, illegal or inappropriate content. We reserve the right to "occupy" any social media websites/pages and be the sole provider of information regarding the Center on such websites/pages (e.g., a system-wide Facebook page). At our request, you will promptly modify or remove

any online communication pertaining to the Center that does not comply with the Franchise Agreement or the Franchise Operations Manual. You are not prohibited from obtaining members over the Internet provided your Internet presence and content comply with the requirements of the Franchise Agreement.

Additional Disclosures

Neither the Franchise Agreement nor the Development Agreement provides you with any right or option to open and operate additional Franchised Businesses (other than as specifically provided for in your Development Agreement if you are granted multi-unit development rights). Regardless, each Franchised Business you are granted the right to open and operate must be governed by its own specific form of Franchise Agreement.

**ITEM 13
TRADEMARKS**

We license you the right to use our principal trademarks, listed below, which are registered on the Principal Register of the United States Patent and Trademark Office (“USPTO”) and other trademarks, service marks and commercial symbols that we may authorize, in the operation of your Center.

Registered Mark	Registration No.	Registration Date
INTELLIGENT ASSISTANT	3,444,001	June 10, 2008

We have filed all required affidavits and renewal registrations for the mark listed above.

The following is the principal logo trademark that we license to you (the “Unregistered Mark”). The Unregistered Mark is owned by us. We do not have a federal registration for our Unregistered Mark set forth below. Therefore, this Unregistered Mark does not have as many legal benefits and rights as a federally registered trademark. If our right to use the Mark is challenged, you may have to change to an alternative trademark, which may increase your expenses.



Both marks (collectively “Marks”) are used as the sole identification of an Intelligent Assistant Center. We require that you identify yourself as the independent owner of the Center in the manner we require. You may not use any of the Marks or any modified version of the Marks as part of any corporate or trade name or email address or on any sites on the Internet, except as we may approve in writing. You cannot use any of the Marks to identify unauthorized products or services. You may not use or register the Marks as Internet domain names. You otherwise may use the Marks only as we direct. You must modify or discontinue your use of the Marks, at your own expense, if we so require.

There are no presently effective determinations of the USPTO, the trademark administrator of any state or any court, any pending interference, opposition or cancellation proceedings or material litigation involving the Marks. No agreements limit our right to use or license the use of the Marks.

You must immediately notify us of any apparent infringement of or challenge to your use of any Marks, and we have sole discretion to take any action we deem appropriate. We are unaware of any infringing uses or superior rights that could materially affect your use of the Marks.

We are not obligated to protect you against infringement or unfair competition claims arising out of your use of the Marks, or to participate in your defense or indemnify you. We reserve the right to control any litigation relating to the Marks and we have the sole right to decide to pursue or settle any infringement actions relating to the Marks. You must notify us promptly of any infringement or unauthorized use of the Marks of which you become aware. If we determine that a trademark infringement action requires changes or substitutions to the Marks, you will make these changes or substitutions at your own expense.

ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

You will use our confidential information (“Confidential Information”) in the operation of your franchised business. We will disclose Confidential Information to you in the Franchise Operations Manual, the fully integrated Telecommunications-Technology Integration System and other communications. We claim copyright protection covering our Confidential Information and the Franchise Operations Manual and the manner in which the various components of Telecommunications-Technology Integration System are installed, configured and integrated as. We have not registered these materials with the U.S. Registrar of Copyrights, but we need not do so to protect them.

Except as described above, no patents or copyrights are material to the franchise. You must promptly notify us when you learn of an unauthorized use of the Confidential Information or the Franchise Operations Manual. We are not obligated to take any action against any unauthorized user of the Confidential Information or the Franchise Operations Manual but will respond to this information as we think appropriate. We will control any litigation involving the Confidential Information and the Franchise Operations Manual. We are not obligated to participate in your defense or to indemnify you for losses you incur in a proceeding brought by a third party involving your use of the Confidential Information.

If we, in our sole discretion, determine it necessary to modify or discontinue use of any patents and/or copyrights, or to develop additional or substitute patents and/or copyrights, you must, within a reasonable time after receipt of our written notice of a modification or discontinuation, take all action, at your sole expense, as we deem necessary.

There is no infringing use known to us that would materially affect your use of any proprietary or copyrighted materials.

The Franchise Operations Manual belong to us and you must return them to us on the expiration or termination of your Franchise Agreement. You must make no disclosure, duplication or other unauthorized use of any portion of the Franchise Operations Manual. You must keep the Franchise Operations Manual updated and at your Center. You must keep the Franchise Operations Manual in a secure area in your office. If there is a dispute regarding the contents of the Franchise Operations Manual, our master copy will control.

We have developed and maintain an Internet website, and we may establish other websites that may provide information about the System and the services offered by us and our franchisees. We require you to participate in activities conducted on the website(s). You must comply with all provisions in the Franchise Operations Manual concerning our website.

You must treat and maintain our Confidential Information and our trade secrets as confidential. Confidential Information includes any knowledge, know-how, technologies, processes, techniques and any other information not generally known by, or readily available to the general public, or that we designate as confidential or a trade secret. Confidential Information includes, for example, information relating to customers, customer accounts, National Account Clients, National Accounts, and the Franchise Operations Manual.

You must strictly limit access to the Confidential Information to your employees, to the extent they have a "need to know" to perform their jobs. All persons to whom you grant access to the Franchise Operations Manual or any other Confidential Information, any person who attends any training program we conduct, and all of your employees must sign a form of confidentiality agreement that we reasonably approve. If you are a partnership, limited liability company or corporation, all of your owners, officers or directors are bound by the confidentiality provisions in the Franchise Agreement.

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

We recommend that a principal ("Principal Operator") provide on-premises management of the day-to-day activities of the Center. If you are a corporation, limited liability company or partnership, then an individual who owns an equity interest in the franchisee must be the Principal Operator. If you operate your Center as an individual franchisee, you must be the Principal Operator. The Principal Operator must successfully complete our mandatory pre-opening and post-opening training programs. See Items 6 and 11.

Each individual that receives training from us, and who is not an owner of the franchised business that has already signed and delivered to us the Owner's Agreement, attached as Schedule F to the Franchise Agreement, must enter a confidentiality and nondisclosure agreement, in the form that we approve, before participating in our training or receiving access to any of our training materials or other proprietary information. You must enter into similar confidentiality agreements with the Principal Operator and your managerial employees, and with any other employees who have access to our Confidential Information, to protect our Confidential Information and contain restrictive covenants, including against competition. You are solely responsible for hiring, firing and supervising all of your employees, including your Intelligent Assistant and Office Coordinator. We do not have any responsibility for such matters.

If you are a corporation, limited liability company, partnership, or other entity, we require that each of your officers, directors, managers, partners and owners (direct and indirect) sign an agreement (Schedule F to the Franchise Agreement) personally guaranteeing and agreeing to perform all your obligations under the Franchise Agreement.

You will hire all your Center's employees and are exclusively responsible for the terms of their employment, compensation, scheduling, benefits, disciplining and all other personnel decisions respecting Center employees without any influence or advice from us. You will implement a training program for Center employees in compliance with our brand standards. You will maintain at all times a staff of trained employees sufficient to operate the Center in compliance with our standards.

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**ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

You may provide only those services and related products through your Center that we have approved and may not use your Center or the Premises for any other purposes. You must offer the services that we designate, but you may offer additional services and related products, at your option, so long as you obtain our prior written approval. We have the right to change or supplement the types of authorized services and products offered at Centers, and there are no limits on our right to do so. Except with our prior written consent, you may not transship or reship products or sell services or products to other Intelligent Assistant franchisees.

Your Clients must sign a membership agreement in a form that we have approved. In addition, you must provide certain Client services to visiting Clients of other Intelligent Assistant Centers, and you will then bill and be paid by the Client’s home Center for providing these services. In turn, you must pay other Centers when your Clients use other Centers. We reserve the right to restrict your provision of services to National Accounts according to our arrangement with them and your provision of services to Clients located outside of your Designated Territory.

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

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise Agreement	Summary
a. Term of the franchise	Section 2. A.	35 years
b. Renewal or extension of the term	Section 2.B	Option to renew for an additional 35-year term.
c. Requirements for you to renew or extend	Sections 2.C-E.	(a) at least 6 months, but not more than 12 months’ notice; (b) no outstanding breach of the terms of Franchise Agreement; (c) pay all amounts due; (d) sign new franchise agreement, ancillary documents and release. If you seek to renew your franchise, you may be asked to sign a contract with materially different terms and conditions than your original contract; (e) upgrade/remodel at your sole expense to conform with then-current Franchise Operations Manual; (f) pay renewal fee; and (g) release and discharge us from all claims and demands.

Provision	Section in Franchise Agreement	Summary
d. Termination by you	Not Applicable	Franchisee may terminate the Franchise Agreement under any grounds permitted by state law.
e. Termination by us without cause	Not Applicable	Not Applicable.
f. Termination by us with cause	Sections 16.A. and 16. B.	We can terminate only if you commit any one of the violations listed in Sections 16. A. and 16.B. of the Franchise Agreement.
g. “Cause” defined- defaults which you can cure	Sections 16.B.	30 days for operational defaults; 15 days for monetary defaults and Marks misuse or failure.
h. “Cause” defined- defaults which you cannot cure	Section 16.A.	Non-curable defaults: the defaults listed in Section 16.A. of the Franchise Agreement.
i. Your obligations on termination/ nonrenewal	Section 17.A.-F.	(a) pay outstanding amounts; (b) cease use of Marks; (c) de-identification of Center; (d) return of items that bear Marks; (e) return of confidential and proprietary information; (f) cancel or assign to us all assumed names/registrations; (g) relinquishment of Client data, covenant not to compete (see also r); (h) abide by restrictive covenants; (i) remove websites from Internet or assign websites to us; (j) assign any telephone and fax numbers, domain names and e-mail address relating to the Center to IA; and (k) comply with CMRA regulations and processes.
j. Assignment of contract by us	Section 15.I.	No restriction on our right to assign.
k. “Transfer” by you - definition	Section 15. E. and G.	Includes transfer of Franchise Agreement or Center or 10% or more change in ownership of franchisee entity.
l. Our approval of transfer by you	Section 15. A.	We have the right to approve all transfers; we may not unreasonably withhold our consent.
m. Conditions for our approval of transfer	Section 15.C.and D.	(a) all amounts that you owe are paid in full; (b) you provide proper notice and information that we request about the transfer; (c) the

Provision	Section in Franchise Agreement	Summary
		transferee meets our minimum requirements for franchisees; (d) the transferee signs the then-current Franchise Agreement and it and its owners and other related parties sign any other required agreements; (e) you sign the required agreements, including a general release and non-competition covenant; (f) you pay a transfer fee; (g) purchase agreement with transferee must contain five-year noncompete; and (h) you must be in compliance with Franchise Agreement.
n. Our right of first refusal to acquire your business	Section 15.E.	We may match any offer, less any applicable broker fees.
o. Our option to purchase your business	Section 15.E.	We may buy your Center upon termination or expiration of the Franchise Agreement at fair market value.
p. Your death or disability	Section 15.H.	Franchise must be assigned to approved third party within 180 days.
q. Non-competition covenants during the term of the franchise	Section 6.W.	No involvement in a competitive business and no diversion of business related to Clients, suppliers, accounts, us or other franchisees to a competitive business.
r. Non-competition covenants after the franchise is terminated or expires	Section 17.F	No competitive business for two years within 10 miles of your Center or any other Center.
s. Modification of the agreement	Section 18.	No modifications generally but Franchise Operations Manual subject to change.
t. Integration/merger clause	Section 18 and 26. J.	Only terms of the Franchise Agreement and other related agreements are binding (subject to state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable. No claim made in any Franchise Agreement is intended to disclaim the representations made in this franchise disclosure document.

Provision	Section in Franchise Agreement	Summary
u. Dispute resolution by arbitration or mediation	Section 25.A.	The parties are subject to binding, confidential arbitration. In the event Franchisee wishes to raise any claim or dispute against us and/or any affiliate arising out of or related to the Franchise Agreement or franchise rights governed by this agreement, we will have an irrevocable right to submit such matter to mediation to be conducted at our then-current headquarters in accordance with the AAA Commercial Mediation Rules (subject to applicable state law).
v. Choice of forum	Section 25.A., 25.F., and 26.D.	Your home state for non-binding mediation; Palm Beach County, Florida for litigation and arbitration (subject to applicable state law). However, IA reserves the right to commence an action in your jurisdiction.
w. Choice of law	Section 26.F.	Florida law applies (subject to federal law).

THE AREA DEVELOPER RELATIONSHIP

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

Provision	Section in MUDA	Summary
a. Length of the term	Section 3	Term continues until the earlier of: (a) the termination date listed in your MUDA; or (b) you have completed your development obligations in accordance with the Development Schedule.
b. Renewal or extension of the term	Not Applicable	Not Applicable.
c. Requirements for Area Developer to renew or extend	Not Applicable	Not Applicable.
d. Termination by Area Developer	Not Applicable	Not Applicable.
e. Termination by franchisor without cause	Not Applicable	Not Applicable.

Provision	Section in MUDA	Summary
f. Termination by franchisor with “cause”	Section 4	We can terminate upon certain violations of the MUDA by you. We may terminate the MUDA if any individual Franchise Agreement issued to the Area Developer, is terminated for any reason.
g. “Cause” defined - curable defaults	Section 4	Each of your obligations under the MUDA is a material and essential obligation, the breach of which may result in termination.
h. “Cause” defined – defaults which cannot be cured	Not Applicable	Not Applicable.
i. Developer’s obligations on termination/non-renewal	Not Applicable	Not Applicable.
j. Assignment of contract by franchisor	Section 7	We have the right to transfer or assign the MUDA to any person or entity without restriction.
k. “Transfer” by Area Developer – defined	Not Applicable	Not Applicable.
l. Franchisor approval of transfer by Area Developer	Not Applicable	Not Applicable.
m. Conditions for franchisor approval of transfer	Not Applicable	Not Applicable.
n. Franchisor’s right of first refusal to acquire Area Developer’s business	Not Applicable	Not Applicable.
o. Franchisor’s option to purchase Area Developer’s business	Not Applicable	Not Applicable.
p. Death or disability of Area Developer	Section 7.	Upon death or permanent disability of Area Developer, you must transfer interest within 12 months to transferee acceptable to us.
q. Non-competition covenants during the term of the MUDA	Not Applicable	Not Applicable.

Provision	Section in MUDA	Summary
r. Non-competition covenants after the MUDA is terminated or expires	Not Applicable	Not Applicable.
s. Modification of the MUDA	Not Applicable	Not Applicable.
t. Integration/merger clause	Section 7	Only the terms of the MUDA and other related written agreements are binding (subject to applicable state law). Any representations or promises made outside this Franchise Disclosure Document and the MUDA may not be enforceable.
u. Dispute resolution by arbitration	Section 7	Except for certain claims, all disputes must be mediated and arbitrated in the city closest to our principal place of business (currently, West Palm Beach, Florida), subject to applicable state law.
v. Choice of forum	Section 7	All disputes must be mediated, arbitrated, and if applicable, litigated in the city closest to our principal place of business (currently, West Palm Beach, Florida), subject to applicable state law.
w. Choice of law	Section 7	Florida law applies, subject to applicable state law.

**ITEM 18
PUBLIC FIGURES**

We use no public figure to promote the Franchise, although you are not restricted from doing so.

**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, and/or affiliate-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (a) a franchisor provides the actual records of an existing outlet you are considering buying; or (b) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

The financial performance representation information in this Item 19 includes certain financial performance information relating to our parent and affiliate Intelligent Office franchised locations (“Intelligent Office Centers”) operation in calendar year 2024. The below Intelligent Office Centers’

revenue data is being provided as there are currently no Intelligent Assistant Centers operating at the time of issuance of this disclosure document. We obtained 100% of the gross sales data for the Intelligent Office Centers listed in the System IA Revenues Table included in this Item 19 from monthly sales reported to our affiliate by the Intelligent Office Centers. The monthly sales reports have not been audited by certified public accountants nor have we sought to independently verify their accuracy for purposes of the financial performance representations. Not all Intelligent Office Centers properly reported sales in 2024.

The financial performance representations include certain annual revenues of Intelligent Office Centers offering services substantially similar to those to be offered at an Intelligent Assistant Center, including meeting spaces and virtual office services, during calendar year 2024 (referred to below as “Gross Revenues”). The revenues included do not include any opportunity you may have for revenues in other areas of the business. . These revenues are a snapshot of Intelligent Assistant, hourly/daily meeting rentals, and virtual office opportunities only. These revenues include all revenues from the sale of said products or services, except sales taxes are excluded and refunds and credits are deducted (to the extent the refund or credit represents amounts previously included in revenues).

System IA Revenues of Open Intelligent Office Centers

The Financial Performance Representation in the below table are Gross Revenue figures per Intelligent Office franchisee, not per (“FA”) or Franchise Agreement or individual location. Twenty-two (22) owners contribute to the 36 individual units reflected in the Financial Performance Representations.

Tier	Owners	Average Units	Average	High	Low
Top Third	7	2.7	\$1,056,510	\$2,479,781	\$662,919
Middle Third	7	1.3	\$384,923	\$457,302	\$306,614
Bottom Third	8	1.0	\$235,980	\$305,994	\$114,954
Total	22	1.6	\$551,219	\$2,479,781	\$114,954

The Gross Revenues financial performance representations above are based on a population of 36 individual locations owned by 22 Intelligent Office franchisees. Five (5) locations were excluded for not reporting their sales properly for every month in calendar year 2024. On average the Intelligent Office franchise owners in the financial performance representation above have been operating for 16.21 years

Some outlets achieved these results. Your individual results may differ. There is no assurance you will achieve these results.

Other than this Item 19, 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 immediately to the franchisor's management by contacting Mark D. Nichols, Esq., General Counsel, 2121 Vista Parkway, West Palm Beach, Florida 33411, (561)-640-5570, the Federal Trade Commission, and the appropriate state regulatory agencies.

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**ITEM 20
OUTLETS AND FRANCHISE INFORMATION**

**Table 1
System-wide Outlet Summary
For Years 2023 – 2025***

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Company-Owned	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Total	2023	0	0	0
	2024	0	0	0
	2025	0	0	0

* Our fiscal year end is June 30. Accordingly, in this Item 20:
 “2023” refers to the period July 1, 2022 – June 30, 2023;
 “2024” refers to the period July 1, 2023 – June 30, 2024; and
 “2025” refers to the period July 1, 2024 – June 30, 2025.

**Table 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2023 – 2025***

State	Year	Number of Transfers
Total	2023	0
	2024	0
	2025	0

**Table 3
Status of Franchised Outlets
For Years 2023 – 2025***

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations (Other Reasons)	Outlets at End of the Year
Total	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0

Table 4
Status of Company-Owned Outlets
For Years 2023 – 2025*

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Total	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0

Table 5
Projected Openings as of June 30, 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
Alabama	0	0	0
Alaska	0	0	0
Arizona	0	0	0
Arkansas	0	0	0
California	0	0	0
Colorado	0	0	0
Connecticut	0	0	0
Delaware	0	0	0
District of Columbia	0	0	0
Florida	0	0	0
Georgia	0	0	0
Hawaii	0	0	0
Idaho	0	0	0
Illinois	0	0	0
Indiana	0	0	0
Iowa	0	0	0
Kansas	0	0	0
Kentucky	0	0	0
Louisiana	0	0	0
Maine	0	0	0
Maryland	0	0	0
Massachusetts	0	0	0
Michigan	0	0	0
Minnesota	0	0	0
Mississippi	0	0	0
Missouri	0	0	0
Montana	0	0	0
Nebraska	0	0	0
Nevada	0	0	0
New Hampshire	0	0	0

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
New Jersey	0	0	0
New Mexico	0	0	0
New York	0	0	0
North Carolina	0	0	0
North Dakota	0	0	0
Ohio	0	0	0
Oklahoma	0	0	0
Oregon	0	0	0
Pennsylvania	0	0	0
Puerto Rico	0	0	0
Rhode Island	0	0	0
South Carolina	0	0	0
South Dakota	0	0	0
Tennessee	0	0	0
Texas	0	0	0
Utah	0	0	0
Vermont	0	0	0
Virginia	0	0	0
Washington	0	0	0
West Virginia	0	0	0
Wisconsin	0	0	0
Wyoming	0	0	0
Total	0	0	0

Current and Former Franchisees

A list of names of all franchisees and the addresses and telephone numbers of their Centers are listed in Exhibit E to this Disclosure Document. A list of the name and last known home address and telephone number of every franchisee who has had a franchise terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during fiscal year ending June 30, 2025 or who has not communicated with us within ten weeks of the date of this Disclosure Document is listed in Exhibit E to this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise System.

Confidentiality Agreements

In some instances, current and former franchisees may sign provisions restricting their ability to speak openly about their experiences with the System. During the last three fiscal years, IA did not have franchisees sign confidentiality provisions that would restrict their ability to speak openly about their experience with the System.

Sometimes, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but know that not all franchisees can communicate with you.

Trademark-Specific Franchisee Organizations

As of the date of this disclosure document, there are no trademark-specific franchisee organizations associated with our franchise System.

Parent Company Outlets and Franchise Information

The following outlets and franchise information is for our parent, IO.

**Table 1
System-wide Outlet Summary
For Years 2022 – 2024***

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	41	45	+4
	2023	45	43	-2
	2024	43	41	-2
Company-Owned	2022	3	0	-3
	2023	0	0	0
	2024	0	0	0
Total	2022	44	45	+1
	2023	45	43	-2
	2024	43	41	-2

* Please note that the reporting periods for our parent’s Item 20 have been adjusted to align with IO’s year end of December 31. Accordingly, in this table:

“2022” refers to the period October 1, 2021 – September 30, 2022.

“2023” refers to the period October 1, 2022 – December 31, 2023; and

“2024” refers to the period January 1, 2024 – December 31, 2024;

**Table 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2022 – 2024***

State	Year	Number of Transfers
Colorado	2022	4
	2023	0
	2024	0
Illinois	2022	1
	2023	0
	2024	0
Minnesota	2022	1
	2023	0
	2024	0
Nevada	2022	0
	2023	1
	2024	0

State	Year	Number of Transfers
North Carolina	2022	0
	2023	1
	2024	0
Total	2022	6
	2023	2
	2024	0

* Please note that the reporting periods for our parent’s Item 20 have been adjusted to align with IO’s year end of December 31. Accordingly, in this table:

“2022” refers to the period October 1, 2021 – September 30, 2022.

“2023” refers to the period October 1, 2022 – December 31, 2023; and

“2024” refers to the period January 1, 2024 – December 31, 2024;

Table 3
Status of Franchised Outlets
For Years 2022 – 2024*

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations (Other Reasons)	Outlets at End of the Year
Arizona	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
California**	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
Colorado	2022	2	3	0	0	0	0	5
	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
District of Columbia	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Florida	2022	2	1	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
Georgia	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Idaho	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Illinois	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	1	0	0	0	1
Maryland	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations (Other Reasons)	Outlets at End of the Year
Massachusetts	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Michigan	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Minnesota	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Nevada	2022	2	0	0	0	0	0	2
	2023	2	0	1	0	0	0	1
	2024	1	0	0	0	0	0	1
New Jersey	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
New York	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
North Carolina	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	1	0	0	0	0
Ohio	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Pennsylvania	2022	2	0	0	0	0	0	2
	2023	2	0	1	0	0	0	1
	2024	1	0	0	0	0	0	1
Tennessee	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Texas	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
Virginia	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
Total	2022	41	4	0	0	0	0	45
	2023	45	0	2	0	0	0	43
	2024	43	0	2	0	0	0	41

* Please note that the reporting periods for our parent’s Item 20 have been adjusted to align with IO’s year end of December 31. Accordingly, in this table:

“2022” refers to the period October 1, 2021 – September 30, 2022.

“2023” refers to the period October 1, 2022 – December 31, 2023; and

“2024” refers to the period January 1, 2024 – December 31, 2024;

Table 4
Status of Company-Owned Outlets
For Years 2022 – 2024*

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Colorado	2022	3	0	0	0	3	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
Total	2022	3	0	0	0	3	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0

* Please note that the reporting periods for our parent’s Item 20 have been adjusted to align with IO’s year end of December 31. Accordingly, in this table:

“2022” refers to the period October 1, 2021 – September 30, 2022.

“2023” refers to the period October 1, 2022 – December 31, 2023; and

“2024” refers to the period January 1, 2024 – December 31, 2024;

Table 5
Projected Openings as of December 31, 2024

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
Alabama	0	0	0
Alaska	0	0	0
Arizona	0	0	0
Arkansas	0	0	0
California	0	0	0
Colorado	0	0	0
Connecticut	0	0	0
Delaware	0	0	0
District of Columbia	0	0	0
Florida	0	0	0
Georgia	0	0	0
Hawaii	0	0	0
Idaho	1	1	0
Illinois	0	0	0
Indiana	0	0	0
Iowa	0	0	0
Kansas	0	0	0
Kentucky	0	0	0
Louisiana	0	0	0
Maine	0	0	0
Maryland	0	0	0

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
Massachusetts	0	0	0
Michigan	0	0	0
Minnesota	0	0	0
Mississippi	0	0	0
Missouri	0	0	0
Montana	0	0	0
Nebraska	0	0	0
Nevada	0	0	0
New Hampshire	0	0	0
New Jersey	1	1	0
New Mexico	0	0	0
New York	0	0	0
North Carolina	3	3	0
North Dakota	0	0	0
Ohio	0	0	0
Oklahoma	0	0	0
Oregon	0	0	0
Pennsylvania	0	0	0
Puerto Rico	0	0	0
Rhode Island	0	0	0
South Carolina	0	0	0
South Dakota	0	0	0
Tennessee	0	0	0
Texas	0	0	0
Utah	0	0	0
Vermont	0	0	0
Virginia	1	1	0
Washington	0	0	0
West Virginia	0	0	0
Wisconsin	0	0	0
Wyoming	0	0	0
Total	6	6	0

**ITEM 21
FINANCIAL STATEMENTS**

We have not been in business for three years or more, and therefore cannot include all financial statements required by the Franchise Rule of the Federal Trade Commission. Audited financial statements prepared in accordance with United States generally accepted accounting principles for the Company for the period ended July 1, 2025, are attached as [Exhibit D--1](#). Also attached as [Exhibit D-2](#) is our unaudited balance sheet as of February 28, 2026.

[The performance of IA's obligations under the Franchise Agreement has been guaranteed by our affiliate, FP Franchising, Inc. d/b/a Fully Promoted, pursuant to a Guaranty of Performance. The audited financial statements for FP Franchising, Inc. d/b/a Fully Promoted prepared in accordance with](#)

generally accepted accounting principles for the periods ending December 31, 2024, December 31, 2023, and December 31, 2022, are attached as Exhibit D-3 along with a copy of the Guaranty of Performance. Unaudited interim financial statements of FP Franchising, Inc. for the period ending June 30, 2025 are also included in Exhibit D-3.

ITEM 22 CONTRACTS

Attached to this Disclosure Document are the following franchise-related contracts:

1. Exhibit A Franchise Agreement and Applicable Addenda
2. Exhibit B Deposit Receipt
3. Exhibit C Multi-Unit Development Agreement and Applicable Addenda
4. Exhibit H General Release Agreement
5. Exhibit I Compliance Certification
6. Exhibit J Confidentiality and Nondisclosure Agreement

ITEM 23 RECEIPTS

The last pages of this Disclosure Document, Exhibit M, are a detachable document, in duplicate. Please detach, sign, date and return one copy of the Receipt to us, acknowledging that you received this Disclosure Document. Please keep the second copy for your records.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT A

**FRANCHISE AGREEMENT
WITH SCHEDULES AND APPLICABLE STATE ADDENDA**

DATED _____, 20____

IA Franchising, LLC

And

FRANCHISE AGREEMENT

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FRANCHISE AGREEMENT

Between:

IA Franchising, LLC, a Florida limited liability company, doing business as Intelligent Assistant, whose registered office is at 2121 Vista Parkway, West Palm Beach, Florida 33411, (hereinafter referred to as **“IA” or “We”**) and _____ whose registered office is at _____ and whose home address is _____, Franchisee (hereinafter referred to as **“You” or “Your”**).

INTRODUCTION

- A. IA has expended time, effort, and money developing knowledge about the business of offering and selling membership services for virtual mail, phone and communication services, administrative support services, and offices and meeting rooms on hourly and daily bases to freelancers, start-ups, existing businesses and non-profits that entitle a member to access and use of a workplace/meeting space as their headquarters (the **“Center”**) which includes telecommunications systems, meeting facilities, data transmission services, reception areas and business support (the **“Intelligent Assistant Business”**), and has established a reputation and goodwill in parts of the world in the Intelligent Assistant trademark.
- B. IA is the owner of the Intelligent Assistant trademark and related trademarks and trade names (the **“Trademarks”**) which have become associated with the Intelligent Assistant Business and the Intelligent Assistant system (the **“Intelligent Assistant System”** or the **“System”**), and IA has agreed to You using the Trademarks and the System upon the terms and conditions hereinafter appearing.
- C. The characteristics of the Intelligent Assistant System include specialized knowledge about the Center, equipment and operations, support services, techniques and strategies for marketing and advertising, standards of quality and uniformity of the Center, and support services provided.
- D. The Trademarks are associated with uniformly high standards of service and quality of operations and service.
- E. IA may from time to time grant franchises in the United States and its territories and protectorates permitting the operation of the Intelligent Assistant Business under the Trademarks to offer and sell the Services at certain premises (the **“Intelligent Assistant Network”**).
- F. You desire the benefits of IA’s knowledge, skill, and experience and the right to operate the Intelligent Assistant Business under the Trademarks from the premises hereinafter described (the **“Premises”**).

NOW IT IS AGREED as follows:

One: RIGHTS GRANTED

- A. Subject to and in accordance with the terms hereof, IA grants to You the non-exclusive right to use in the Business (as defined below):
 - i. the Intelligent Assistant System; and

- ii. the Trademarks and the symbols owned by IA and designated for Your use from time to time together with IA’s accumulated experience and knowledge relating to the Intelligent Assistant Business.
- B. In this Agreement the expression the “**Business**” shall mean the business carried on by You in exercise of the above rights and pursuant to this Agreement.
- C. Upon signing this Agreement, IA will grant Franchisee the temporary Protected Search Area set forth in Schedule D in which to exclusively search for a location for the leased premises (“**Premises**”). Provided Franchisee is in compliance with the terms of this Agreement and subject to the terms in this Article 1, IA will not open or operate or authorize another person to open or operate an Intelligent Assistant franchise within the Protected Search Area while the Protected Search Area remains in effect. Our affiliates, including IO Franchising, LLC, may open or operate or authorize another person to open or operate franchises within the Protected Search Area. Franchisee must identify and obtain IA’s approval of a location for the Premises and execute a lease, purchase agreement or other binding contract for a location for the Business Center on or before one hundred eighty (180) days from the date of execution of this Agreement. Upon Franchisee’s failure to adhere to the deadline, Franchisee will lose the exclusive right to search for a location for its Premises granted for the Protected Search Area and it will constitute a material event of default under this Agreement for which IA may, among other things: (i) terminate this Agreement per Section 16; (ii) reduce the area of the Protected Search Area; (iii) permit Franchisee to extend the deadline to execute a lease for the Premises; or (iv) pursue any other remedy IA may have at law or in equity, including but not limited to, a lawsuit for non-performance. The Protected Search Area shall terminate upon the execution of a lease or otherwise securing of a location, approved by IA, for Franchisee’s Premises, at which time the Protected Search Area shall expire and be of no further force and effect. Once approved by IA, the Premises address shall be identified in the Location Acceptance Letter (See Schedule E). If the location for the Premises is approved by IA at the time this Agreement is entered into, Franchisee shall not receive the temporary Protected Search Area, but shall receive the Location Acceptance Letter.
- D. The Location Acceptance Letter shall include both the Center’s address and designated territory (“**Designated Territory**”). The Designated Territory is typically a radius around the Center. There is no minimum radius or population associated with the Designated Territories IA may award. IA will determine and designate your Designated Territory as IA deems appropriate in IA’s discretion. The size of the Designated Territory will likely vary from the territory granted to other franchisees based on the location and demographics surrounding the Center. The boundaries of the Designated Territory may also be described in terms of zip codes, streets, landmarks (both natural and man-made) or county lines, or otherwise delineated on a map.

When Franchisee is granted a Designated Territory, IA will not open or locate, or license any third party the right to open or locate another Intelligent Assistant Center or IO Franchising, LLC franchise utilizing the Trademarks owned by or licensed to IA from a physical location within that Designated Territory, until such time that your Franchise Agreement expires or is terminated.

IA and its affiliates reserve the right to operate, and grant franchises or licenses to all others to operate, locations and other businesses offering similar services in the Designated Territory under trademarks other than the Trademarks. You acknowledge that You are not obtaining any exclusive territory.

- E. The rights and privileges granted to You under this Agreement are personal in nature and may not be used at any location other than the Premises. You will not relocate the Center without IA’s prior

written consent. You will not have the right to subfranchise or sublicense any of its rights under this Agreement. You will not use the Premises for any purposes other than the operation of a Center.

- F. In this Agreement the word “**Goodwill**” includes:
- i. the goodwill and all rights associated with IA’s copyrighted materials, the Intelligent Assistant System, the Trademarks and any other intellectual property rights of IA; and
 - ii. any additional goodwill generated from their use in the Business.
- G. The Goodwill shall, at all times, belong to and be vested in IA and You only have the right to benefit from the Goodwill to the extent provided by this Agreement.

Two: TERM

- A. **Initial Term.** This Agreement shall be for a term of 35 years from the date of this Agreement (the “**Term**”), unless sooner terminated as hereinafter provided.
- B. **Additional Term.** You shall have the right to require IA to enter into a new agreement (the “**New Agreement**”) to take effect immediately following the end of the initial Term subject to the conditions and terms that follow.
- C. Subject to the following conditions precedent, You shall exercise Your right by giving written notice to IA so that it is received 6 months but not more than twelve (12) months before the Term ends. The conditions precedent are:
- i. that You shall not have any outstanding breach of the terms of this Agreement at the time of Your notice and at the time the New Agreement becomes effective, and
 - ii. that You shall renovate, modernize, and refurbish the Premises, as commercially practicable (including equipment) and bring the Premises up to the then current standards of design and decor of the Intelligent Assistant Network, and to comply with any relevant statutory or other requirements or regulations.
- D. The terms of the New Agreement shall be that You and IA shall enter into the New Agreement for a period at least equal to the Term and upon the terms contained in IA's then current form of franchise agreement provided however:
- i. You shall not pay any sum expressed to be by way of initial fee but shall pay a renewal fee in the sum of \$2,500.00 to cover the costs of closing and processing paperwork upon renewal; and
 - ii. IA shall not be obliged to provide any of the initial or other obligations contained in such agreement that are appropriate to the establishment of a new franchise.
- E. You shall, upon the execution of the New Agreement, be deemed to have released and discharged IA from and against all claims and demands not at issue in mediation and/or litigation proceedings at the time of renewal, whether or not contingent, which You may have against IA arising from this Agreement or in any way out of the relationship between IA and You.

Three: THE PREMISES

- A. The Premises at which the Center is to be located will be mutually agreed upon by the parties. You shall acquire the Premises by lease (the “Lease”). You shall not enter into any Lease without obtaining IA’s prior written consent, which consent shall not be unreasonably withheld.
- B. You acknowledge and agree that any site selected or approved by IA, and/or any Lease approved by IA, shall be with the understanding that it meets IA’s minimum acceptable criteria. Such criteria are not a guaranty or representation that the site will be successful or that the terms of the Lease are reasonable. You acknowledge that You are responsible for reviewing and determining the appropriateness and desirability of the site and the Lease. IA shall have no liability with respect to the selection or approval of a location or any lease for the Premises, nor liability with respect to any recommendation regarding such matters.
- C. You shall not sublet or share the Premises, except to members, without IA’s prior written consent.
- D. You must deliver to IA a fully executed copy of the Lease to the Premises prior to the opening of Your Center. An executed copy of Your Lease, including any renewal thereof, shall be submitted to compliance@intelligentassistant.com within five (5) days of Your execution of the Lease.
- E. You shall not extend, renew, or cancel the Lease without IA’s express written consent thereof which consent shall not be unreasonably withheld.
- F. Should it become necessary, on account of condemnation or other cause, including cancellation of Your Lease, to relocate the Center, IA shall grant You authority to do so at a site acceptable to IA that is reasonably suited for a Center, does not infringe on the rights of any other franchisee of IA, and is reasonably distant from other Centers; provided that Your new Center is open and operating within 90 days after You discontinue operation of the Center at Your previous location, all in accordance with the current standards of IA at that time.

Four: IA’S INITIAL OBLIGATIONS

To assist You in opening for business, IA will (in addition to the one week training period to be provided at IA’s headquarters, currently located in West Palm Beach, FL, or via other virtual means) provide one week of on the job training (“OJT”) at IA’s headquarters or another Intelligent Assistant locations pursuant to the provisions that follow in Section Seven below provide for or make available to You the following services and/or goods:

- A. advice in regard to establishing the Center including assistance with establishing a marketing program;
- B. perform demographic research for the selection of the Premises;
- C. consultation and advice with regard to alterations, refurbishment, renovation, decoration or other work necessary for the conversion of the Premises into an Intelligent Assistant Business including layout designs; provided, however, that such consultation and advice will be provided by IA’s affiliate, Franchise Real Estate, along with the assistance of one of IA’s preferred vendors, on such terms the affiliate currently offers;
- D. sell to You the “Furniture Fixture and Equipment Package,” which includes the “**Marketing Package**,” listed in Schedule A to this Agreement;

- E. provide for a period of 60 hours total, a suitably qualified member(s) of its staff to assist in initial on-site training and guidance on commencement of the Business. IA shall pay the travel and other costs of its staff member for the purpose of an initial on-site training;
- F. advice with regard to the way in which fixtures and equipment are to be installed in the Premises with a view to the efficient operation of the Business;
- G. provide You with a bookkeeping system which You are required to use;
- H. provide You, on loan, with an Operations Manual, which includes statements of policies and procedures, together with instruction and advice in the operation of a Center;
- I. provide You with other relevant manuals and written material which, in its discretion, IA deems necessary;
- J. provide You with a starter supply of printed material consisting of notecards, rack cards, flyers and business cards; and
- K. provide You with a banner stand and tablecloth for marketing purposes.

IA may delegate the performance of any or all of its obligations hereunder to such third parties, including its affiliated companies, as it deems advisable.

Five: IA’S CONTINUING OBLIGATIONS

IA shall at all times during the Term of this Agreement:

- A. provide You with details of any alterations and/or improvements in or to the Intelligent Assistant System to enable You to keep the Operations Manual up to date. In the event of any dispute, the authentic text of the Operations Manual shall be the copy kept as such by IA at its principal corporate office. The Operations Manual shall at all times remain the property of IA. You acknowledge that the copyright in the Operations Manual is vested in IA;
- B. make at least one visit, whether in-person or via virtual methods (including, but not limited to, Skype®, FaceTime®, or Zoom®), in each year to Your Business at IA’s own expense by a member(s) of IA’s staff as IA considers suitably experienced for the purpose of assisting You and monitoring Your compliance with quality standards;
- C. provide You with information relating to conventions, seminars and franchisee meetings organized by IA for its franchisees and permit You at Your own expense, to attend;
- D. provide You from time to time with copies of IA’s corporate newsletter;
- E. offer to You from time to time, free of charge, bulletins on sales and service methods, marketing development and techniques, and business and operating procedures;
- F. use reasonable efforts to offer advice and technical assistance for equipment, computer hardware and software, by toll-free telephone and email; and
- G. provide access to a website from which You may download additional programs and data.

Six: FRANCHISEE’S OBLIGATIONS

In order to maintain the common identity and reputation of the Intelligent Assistant Network, to maintain the uniformly high standards among franchisees carrying on business under the Trademarks in accordance with the System, and to protect IA, You, the Intelligent Assistant Network, the Goodwill of the Intelligent Assistant Business under the Trademarks, You shall:

- A. purchase the Furniture, Fixtures and Equipment Package, including the Marketing Package, from IA prior to opening the Business and use them exclusively for the purpose of operating the Center;
- B. hire one employee who will manage the Business (“the Intelligent Assistant”) at least ninety (90) days before construction is complete and if warranted a second employee (the “Office Coordinator”) as needed. If You decide to fulfill one of these roles, then only one hire shall be required;
- C. acquire any other miscellaneous equipment, books of account, inventory, and any other items which are necessary for the performance by You of Your obligations under this Agreement;
- D. along with Your Intelligent Assistant, at Your sole cost and expense (except as otherwise provided in this Agreement), undertake and complete to IA’s satisfaction such training, at such times, and whether training occurs remotely, by other virtual means, or at IA’s training facilities, as IA may reasonably require;
- E. devote an adequate amount of Your time and attention to the Business as is necessary to perform the administrative, marketing, promotional and accounting functions required in operating the System. We recommend You provide personal management of the day-to-day activities of the Center. You shall diligently carry on the Business at the Premises and use Your best efforts to promote the Business. You shall continuously operate the Business during normal business hours for a minimum of 40 hours per week. At any time during the Term of this Agreement, should You intend to delegate these performance obligations or duties to a designated operator, You must first notify IA of Your intent and such operator must be added to this Agreement as an additional Franchisee before he or she assumes such obligations and/or duties;
- F. operate the System and Your Business properly and in strict accord with the required provisions of the Operations Manual, provided that such provisions do not conflict with applicable laws or regulations. In case of a conflict, You shall request a variance and IA shall grant You an automatic variance for purposes of compliance with applicable laws or regulations. You shall not make use of or disclose the Operations Manual to any other person or for any purpose other than for the conduct of the Business, nor shall You make any copies of the Operations Manual or any part thereof. You shall further ensure that Your copy of the Operations Manual is kept up to date at all times. You acknowledge the Operations Manual to be the exclusive property of IA. You agree to use Your best efforts to promptly comply (but no later than 30 days from delivery) with all revisions to the Operations Manual that may be made from time to time;
- G. at Your option operate the Business through a limited liability company, corporation or other legal business entity (a “business entity”), provided that: (i) the full legal name of the business entity shall be added to the Franchise Agreement as an additional Franchisee; (ii) the business entity is newly organized and its activities are confined exclusively to operating the Intelligent Assistant Business licensed under this Agreement; (iii) You are the owner of all the stock or membership units of the business entity and are the principal executive officer thereof; (iv) You furnish IA with the name, address, telephone number and percentage of ownership of each officer, director,

shareholder and member of the business entity; (v) You and all other beneficial owners in the business entity must either 1) be added as additional Franchisees to the Franchise Agreement, or 2) execute the Owners Agreement attached hereto as Schedule F (or IA's then-current standard form); and (vi) no part of the Trademarks shall form part of Your legal business entity name. Franchisee must furnish to IA, at any time upon request, a certified copy of its governing documents and a list, in a form IA requires, of all owners of record and all other persons having beneficial ownership in business entity reflecting their respective interests in said business entity;

- H. operate the Business only under the name or names specified by IA without any accompanying words or symbols of any nature (save as required by the provisions of this Agreement) unless first approved in writing by IA. You shall not do anything that may adversely affect IA's rights in the Trademarks. In furtherance of this Section 6.H, in the event You operate the Business through a business entity which is not named as an additional Franchisee in the Franchise Agreement, You hereby grant an irrevocable power of attorney to Franchisor and appoint Franchisor as Your attorney-in-fact to add the business entity to this Agreement as an additional Franchisee;
- I. acquire such licenses and permits as maybe required by federal, state or local governments and agencies to operate the Business; comply with all laws, ordinances, regulations and requirements of local, state and federal governmental authorities and pay any and all city, county, state and/or federal sales and/or use taxes, excise taxes, occupation taxes, license fees and other taxes, assessments and levies arising out of or in connection with all or any part of this Agreement; and You shall not misappropriate or infringe on the copyrights, trademarks, patents or other intellectual property rights of third parties. Copies of any required occupation and/or business licenses shall be submitted to compliance@intelligentassistant.com within five (5) days of Your receipt of same;
- J. indicate Your status as an independently owned and operated franchise by:
 - i. displaying at a conspicuous location within the location that IA may direct signs bearing the following words (or other words to similar effect as may from time to time be specified by IA) "Independently Owned and Operated by" followed by Your business entity name and "under franchise license agreement"; and
 - ii. placing upon all letterhead, bills, invoices, and any other documents or literature used by You, and within the body or signature field of all email communications sent in connection with the Business the following words (or other words to similar effect as may from time to time be specified by IA) "Independently Owned and Operated by" followed by Your business entity name and "under franchise license agreement";
- K. promote the Business and the System using the Trademarks by prominently displaying the Trademarks on in your Center advertising materials and signs in the nature, form, color, number, location and size and containing the material as IA may direct in writing, and you shall not display therein or thereon any sign or advertisement to which IA objects or has not pre-approved in writing;
- L. place on all of Your promotional materials, business cards, web site and any other media used to promote the Business the national toll-free telephone designated by IA from time to time. No other telephone number may be used on any advertising media without the written consent of IA;
- M. answer the telephone at the Center initially reciting the full name "Intelligent Assistant." You shall not answer the telephone under any other name without the prior written consent of IA;
- N. place any referral information required by IA for referral of prospective franchisees in a prominent

place on Your front counter or any other location IA dictates;

- O. continuously (during regular business hours and days) operate the Center unless prohibited from so doing by an act of God, a religious holiday, war, strikes, natural disaster, or terrorism (“Non-controllable events”). You further agree to exercise Your best efforts, skills, and diligence in the conduct of the Business. In this connection, You agree to supervise Your employees to ensure compliance with the Intelligent Assistant System;
- P. at all times maintain the Premises in a good state of repair and decoration, and in a clean, orderly and sanitary condition. You shall not permit animals of any type in the Premises except as required by law. If at any time IA is of the opinion that You are not complying with Your requirements, IA may, without prejudice to any of the other remedies available to it, including termination of this Agreement, give You written notice of the steps required by IA in order to ensure compliance. You shall comply at Your own expense with these requirements;
- Q. shall not provide any service to members of the Center which does not conform to the standards associated with the Trademarks or of which IA does not approve thereof which consent shall not be unreasonably withheld. You shall comply with all instructions given to You by IA with regard to the standards or quality of the System. You shall comply with any requirements that IA establishes from time to time for national accounts. You shall not infringe the intellectual property rights of third parties. In the event of a member complaint, You shall follow the procedures outlined in the Operations Manual and provide to IA such information as IA may require to enable IA to monitor the performance of the Business and to offer guidance to You;
- R. replace any equipment items as may become obsolete or inoperable with items that meet IA’s new requirements in respect to opening a new Intelligent Assistant Business. If, by reason of any change to the Intelligent Assistant System, additional or different equipment is required, then You shall acquire and install these items as commercially practicable, within a reasonable period of time as specified by IA;
- S. use Your best efforts to maintain the highest standards in all matters connected with the Business and increase the revenues of the Business at the Premises;
- T. only employ as an Intelligent Assistant of the Business a person who has successfully completed IA’s training course either in-person or through the Learning Management courses;
- U. procure from any Intelligent Assistant and from such other staff, as IA shall require, an agreement to be supplied by IA not to use or disclose to any third party any information or knowledge concerning IA’s business, the Business, or the Intelligent Assistant System and to comply with the non-compete requirements set forth in Sections 17.F.i. and 17.F.ii. of this Agreement for two years following termination of his or her employment with You;
- V. not do anything which may bring the Intelligent Assistant System into disrepute or which may damage the interests of IA or the Intelligent Assistant Network;
- W. not own or manage any business other than the Intelligent Assistant Business which is similar to or competitive with Your Intelligent Assistant Business or any other Center, except with the prior written consent of IA;
- X. maintain the Intelligent Assistant System and other information relating to the conduct of the Business in strict confidence and secret and shall only use them for the purpose of conducting the

Business during the Term of this Agreement. In the event that you hire a third-party services provider to provide service to your IA Business which would ordinarily be provided by an employee of the Business, you shall require any written agreement with the third-party services provider to require that they keep all information learned about the IA Business and the IA System confidential. Franchisee must furnish to IA, at any time upon request, a copy of the fully executed written agreement. You shall not use, disclose, publish or otherwise make this confidential information available to any third party during the Term or at any time after the Term of this Agreement, but this provision shall not apply to the Intelligent Assistant System if it has become generally known or easily accessible other than through a breach of this Agreement or other default of Yours;

- Y. indemnify and hold IA harmless against all claims, demands, damages, cost or expenses which may be incurred or received by IA resulting from any breach of this Agreement on Your part, the negligence of any party (other than IA), or arising directly or indirectly out of the management or operation of the Business or the use or occupancy of the Premises, or in connection with Your sale, transfer or assignment of the Business and franchise license, which indemnification obligation survives the expiration or termination of this Agreement. It is the intention of the parties to this Agreement that IA shall not deemed a joint employer with You for any reason; however, if IA incurs any cost, liability, loss or damage as a result of any actions or omissions of You or Your employees, including any that relate to any party making a finding of any joint employer status, You will fully indemnify IA for any such cost, liability, loss and damage;

- Z. have Internet access and an e-mail address. You must use the Internet website, domain name and email address(es) provided by IA from time to time and pay to IA and/or its designated vendors the initial start-up fee, annual hosting and maintenance fees for the website, domain name and fees for the email address(es). You cannot use any other website or domain name to promote the Business without the written permission of IA. You cannot use any email address and related mail server other than the one(s) provided by IA to conduct Intelligent Assistant related business activities, except for bulk email which must be sent through an approved email service (bulk mail is any email sent to more than 100 recipients). If IA discovers You have obtained or are using another website, domain name, or email address for or in connection with Your Business without IA's written permission, IA shall notify You and upon notice, You shall immediately transfer and assign the same to IA. IA will, at its discretion, determine the content and use of Your Intelligent Assistant website and will establish the rules under which franchisees may or will use their websites (including advertising IA's website address at the Premises and in printed literature) or separately use the Internet or other on-line communications in the operation of the Business. Without the written permission of IA, You cannot use Internet tools such as but not limited to search engine optimization for the purpose of promoting Your Business to customers in the geographic marketing area of another IA franchisee. IA will retain all rights relating to the website and may alter or terminate the website upon 30 days' notice to You. Your general conduct on the website or other on-line communications and specifically Your use of the Trademarks or any advertising on the website or other on-line communications (including the domain name and any other Trademarks IA may develop as a result of participation in the website or other on-line communications) will be subject to the provisions of this Agreement. Any custom enhancements to Your Internet website shall be at Your expense and must be performed by a vendor approved by IA. You acknowledge and agree that IA may, in its sole discretion, modify, substitute, or reassign websites, webpages, domain names or email addresses which IA designates for Your use in the Business during the Term of the Franchise Agreement. Your right to use Your website, webpage, domain name and/or email address(es) or otherwise use the Trademarks or System on the Internet or in other on-line communications will terminate when this Agreement expires or terminates. You further acknowledge and agree that the terms and conditions set form in this Section 6.AA. apply with

respect to websites, domain names and email addresses used by any employee of Yours in connection with the conduct of Intelligent Assistant related business activities. All customer data and other non-public data generated by the Business is Confidential Information and is exclusively owned by Franchisor. Franchisor hereby licenses such data back to You without charge solely for use in connection with Your Business for the term of this Agreement. For purposes of this Agreement, “Confidential Information” shall mean any proprietary or confidential information disclosed by IA to You under this Agreement, either directly or indirectly, in writing, orally or by inspection of tangible objects, including, without limitation, technical data, trade secrets, know-how, research, product or service ideas or plans, software codes and designs, algorithms, information regarding IA’s technology, systems, business operations, business plans, finances, principals, vendors, customers, potential customers, marketing methods, costs, prices, contractual relationships, regulatory status, and other confidential information that is clearly marked as confidential or proprietary or that should reasonably be understood as such due to its nature and the circumstances of its disclosure. All customer data and other non-public data generated by the Business, including any data or other material created by generative AI, is Confidential Information and is exclusively owned by Franchisor. Franchisor hereby licenses such data back to You without charge solely for use in connection with Your Business for the term of this Agreement;

- AA. effect such items of modernization, refurbishing and/or replacement of equipment, computers and software, signage, fixtures, display areas, furnishings and improvements, as IA deems reasonably necessary, (no more than once every three years, except with regard to computer systems and software for the purpose of conforming to IA’s specifications from time to time for the point of sale system or business management system) to permit Your Center to conform to the standards then prescribed by IA for similarly situated new Centers. You acknowledge and agree that the requirements of this Section 6.AA. are both reasonable and necessary to insure continued public acceptance and patronage of Centers and to avoid deterioration or obsolescence in connection with the operation of Your Center. Each and every transfer of any interest in this Agreement or the business conducted hereunder governed by Section 15 also is expressly conditioned upon compliance with the foregoing requirement without regard to the number of years since the last modernization, refurbishing and/or replacement;
- BB. comply with IA’s policies with regard to the use of social media to promote Your Business and/or in connection with Your use of the Intelligent Assistant System and Trademarks and Your participation in the Intelligent Assistant Network;
- CC. shall at no time make any derogatory statements about or otherwise disparage, defame, impugn or damage the reputation of integrity of the others, including IA and other IA franchisees in the System, provided that nothing contained herein will preclude You from providing truthful information in response to compulsory legal process. You shall not, and to use Your best efforts to cause any of Your agents, employees or affiliates to not, disparage or otherwise speak or write negatively, directly or indirectly, of IA, IA’s affiliates, and IA’s franchisees, or which would subject IA, IA’s affiliates, or IA’s franchisees to ridicule, scandal, reproach, scorn, or indignity or which would negatively impact the goodwill of those parties;
- DD. participate, at Franchisee’s own expense, in programs which may be required from time to time by Franchisor for obtaining client evaluations and/or reviewing Franchisee’s compliance with the System, which may include (but are not limited to) a client feedback system and client survey programs. Franchisor shall share with Franchisee the results of these programs as they pertain to the Business. Franchisee must meet or exceed any minimum score requirements set by Franchisor for such programs;
- EE. promptly notify Franchisor of any Action or threatened Action by any governmental authority or

other third party against Franchisee or the Business, or otherwise involving Franchisee or the Business. Franchisee shall provide such documents and information related to any such Action as Franchisor may request. Notice of same shall be sent to compliance@intelligentassistant.com. “Action” shall be defined as any legal action, suit, proceeding, claim, demand, governmental investigation, governmental inquiry, judgment or appeal thereof, whether formal or informal;

- FF. give Franchisor copies of all inspection reports, warnings, certificates, and ratings issued by any governmental entity with respect to the Business, within three days of Franchisee’s receipt thereof. Notice of same shall be sent to compliance@intelligentassistant.com; and
- GG. not input any Confidential Information into any generative artificial intelligence system, including but not limited to chatbots. You shall not attempt to reverse engineer, reconstruct, derive or otherwise obtain any source code, underlying ideas, algorithms, file formats, programming of, or uncompiled or assembled code, script, architecture or data structures from any Confidential Information through the use of any generative AI system. If You input any Confidential Information into a generative AI system in breach of this clause, You shall immediately notify Franchisor in writing, providing details of the breach. You shall comply with all reasonable directions of Franchisor to contain, control or remediate any breach of confidentiality, including permanently deleting any Confidential Information from all generative AI systems.
- HH. offer only the advanced telecommunications and office support services and related office products and services through your Center that meet or exceed the minimum standards and specifications we establish, as described in the Operations Manual. You will offer all types of services and related office products we require and will refrain from offering any other types of services or products, or operating or engaging in any other type of business or profession, from or through the Center and, if you are an entity, through the entity. However, if You propose to offer, conduct or use any services, products, materials, forms, items, advertising and marketing materials, methods and content, supplies or services for use in or sale through the Center that IA has not previously approved, you must first notify IA in writing requesting our approval. We may, in our sole discretion, for any reason, withhold our approval. To make a determination, IA may require submission of specifications, information or samples of the products, services, materials, forms, items or supplies. We will advise you within a reasonable time whether the products, services, materials, forms, items or supplies meet IA’s specifications.
- II. purchase all furniture, computers, telephone handsets, office equipment, telecommunications equipment, computer hardware and software, products, services, supplies and materials (“Items”) required for the operation of the Center from IA, from our affiliates, or from suppliers we designate or approve. We reserve the right to designate a single supplier for any Items and to require You to use our designated supplier exclusively, which may be IA or an affiliate. We and our affiliates may receive payments from suppliers on account of supplier dealings with You and other franchisees and IA may use all these amounts without restriction and for any purpose IA and our affiliates deem appropriate.
- JJ. if You desire to purchase or use an Item from suppliers IA has not approved, you must, before purchasing from or otherwise using any supplier, provide IA with a written request to approve the supplier. The proposed supplier must meet all of our specifications and standards as to quality, composition, finish, appearance and service, and adequately demonstrate its capacity and facilities to supply your needs in the quantities, at the times, and with the reliability required for the Center’s efficient operation. If IA does not approve your proposal in writing within ten days of delivery, the proposal is disapproved. We may periodically inspect any supplier’s facilities and products to assure compliance with our standards and specifications. Permission for inspection will be a

condition of the continued approval of the supplier. We may not unreasonably withhold approval of any proposed supplier, although IA may require that samples from a proposed new supplier be delivered to us for testing before approval and use. We may charge you the actual cost of the test.

- KK. attend any annual conference/convention that IA may require you to attend for up to five (5) days each year. You will be responsible for the costs and expenses you incur in connection with any annual conference/convention (lodging, travel, meals, etc.). The Conference Fee for registration is set forth in Section 10.J of this Agreement.

Seven: INITIAL TRAINING

- A. IA will train You and Your initial Intelligent Assistant in the operation of the Intelligent Assistant System either remotely (or via other virtual means) or at its Training Center in West Palm Beach, Florida. The initial training program IA conducts for You and Your staff in West Palm Beach is one week. In addition to this one week class, You will be required to attend one week of OJT at an existing IA location of IA's choice. IA, at its option, may offer its entire two-week training via remote (or other virtual means). If IA elects to offer any training program remotely or via virtual means (instead of in-person), IA shall give you advance notice, in writing, and then you shall attend training remotely (or via other virtual means).
- B. The initial franchise fee paid by You pursuant to Section 10.A shall cover the charge or fee for such training and one daily meal for You and Your initial Intelligent Assistant. The initial franchise fee also covers the cost of one coach class round trip airfare and hotel accommodations for one). You are responsible for all of Your and Your employees others costs of attendance. IA shall not compensate You for any service performed during this initial (or any) training period. If You bring additional persons to the initial training, You will pay a training fee of \$500 or the then current fee and be responsible for their travel, meals and their accommodations.
- C. IA may at any time during training, by notice in writing, inform You that any person submitted for training is not suitable due to criminal activities, disreputable behavior, poor attendance and/or disturbing fellow trainees. In this event, IA's obligations in respect to the first trainee shall be regarded as discharged and any further training for any replacement for the first trainee shall be provided at Your expense.
- D. IA shall have the right to require You to attend further training courses at any time during the Term of this Agreement if:
- i. IA considers attendance at such courses to be advisable;
 - ii. IA wishes to train You in new and improved techniques that have been devised and which You will be required to put into effect in operating the System; or
 - iii. a regularly scheduled training program is scheduled or in session.

There will be no training fee or charge for these additional training classes; however, all costs of attendance shall be at Your sole expense.

Eight: CONTINUING TRAINING

- A. IA will train any subsequent Intelligent Assistant, replacement staff, or any trainee of Yours at any place IA may require, and at Your expense. There will be a training fee of \$500 or the then current

fee and You will be responsible for their travel, accommodation and meal expenses.

- B. You shall establish and maintain a training program for Your staff in accordance with the requirements contained in the Operations Manual.
- C. IA shall make available training for new equipment (whether provided by IA or its vendors or others) at Your expense.
- D. IA's initial and continuing training are provided so that You, Your Intelligent Assistant and staff receive the benefit of IA's accumulated experience and knowledge relating to the Intelligent Assistant Business and to ensure a uniform image and uniform quality of services in all Centers. You acknowledge that You are solely responsible for the hiring of all of Your employees and the terms of their employment and their supervision, management, compensation and training (other than training specifically provided by IA) and have sole control over working hours, benefits, wages, workers' compensation and other employment policies. You are required to comply with all employment laws. All employees or independent contractors hired by or working for You will be Your employees or independent contractors alone and will not, for any purpose, be deemed IA's employees or independent contractors alone and will not, for any purpose, be deemed IA's employees or subject to IA's control. IA will not direct Your employees or oversee Your employment policies or practices. IA will not have the power to hire or fire Your employees. Within seven days of our request, You and Your employees will sign an employment acknowledgment form stating that You alone are the employee's employer and that IA is not. You are solely responsible for all employment matters, decisions and relationships.
- E. We may, at our option, make our employees or designated agents available to you for on-site advice and assistance in the ongoing operation of the Center. If You request additional assistance and We agree to provide it, We may charge you for all travel, lodging, living expenses, insurance, telephone charges and other identifiable expenses associated with the assistance, plus a fee based on the time each employee spends on your behalf, which fee will be the then-current hourly rates We charge for assistance. The services We elect to provide and your related requirements may vary.

Nine: IMPROVEMENTS

IA shall endeavor to create and develop new and improved methods of conducting a business in accordance with the Intelligent Assistant System.

- A. IA agrees to make these improvements, additions, modifications or innovations available to You at the earliest possible opportunity. You in turn will notify IA of any improvements, additions, modifications or innovations in Your method of operation that You believe would assist in the development of the System.
- B. In order that You, IA, and its other franchisees may all benefit from the free interchange of ideas, You shall permit IA to introduce into the Intelligent Assistant System and/or the Operations Manual any improvements, additions, modifications, or innovations which may have been notified by You to IA without any payment being made to You.

Ten: FEES

In consideration of the grant of the franchise herein, You shall pay to IA the following:

- A. **Initial Franchise Fee.** Upon the execution hereof, You shall pay IA an initial franchise fee of

FORTY-NINE THOUSAND FIVE HUNDRED DOLLARS (\$49,500.00), receipt of which IA hereby acknowledges. The initial franchise fee shall be deemed fully earned and non-refundable upon the execution of this Agreement. A deposit of NINE THOUSAND FIVE HUNDRED DOLLARS (\$9,500.00), if submitted prior to this Agreement, shall be credited against the initial franchise fee with the balance due and owing upon signing this Agreement.

- B. **Royalty Fees.** During the Term of this Agreement, beginning in the month of your location’s first day of operations, You shall pay to IA a monthly Royalty Fee equal to the greater of 6% of Your Gross Revenues or a minimum royalty fee of FIVE HUNDRED DOLLARS (\$500.00) per month (or a proportionate part for any period of less than a month) for months 1-12 of the first year of operation of your Center and thereafter a minimum royalty fee of ONE THOUSAND DOLLARS (\$1,000.00) per month (or a proportionate part for any period of less than a month).
- C. **Marketing Fund Contribution and Cooperative Contributions.** During the Term of this Agreement, beginning in the month of your location’s first day of operations, You will pay to the Intelligent Assistant Marketing Fund (the “**Marketing Fund**”) or its successors and assigns a monthly Marketing Fund Contribution TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) for the month or a proportionate part for any period of less than a month. IA reserves the right to adjust the contribution payment amount annually for inflation, up to 5% per year. If You participate in a Marketing Cooperative, then You must contribute to the Marketing Cooperative a percentage of Your Gross Revenue (or other amount) as determined by the Marketing Cooperative.
- D. **Technology Fees.** During the Term of this Agreement, You will pay to IA a monthly technology fee for hosting and maintenance of Your website, domain and email account(s) or address(es) of TWO THOUSAND DOLLARS (\$2,000.00) or the then current fee for the first five (5) users, then SEVENTY FIVE DOLLARS (\$75.00) for each additional user (the “**Technology Fee**”).
- E. **Design and Site Selection Fee.** Upon execution of this Agreement, You shall pay IA, or IA’s designated affiliate, a design and site selection fee (“**DSS Fee**”) in the amount of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00).
- F. For the purposes of this Agreement, “**Gross Revenue**” means the entire amount of all of Your revenues arising out of the ownership or operation of the Center or any business at or about the Center. This amount is to include, without limitation, revenues derived from or relating to all membership fees collected and any additional fees charged for services at Your Center. The revenues are determined regardless of whether they are evidenced by cash, credit, checks, services, property or other means of exchange, excepting only the amount of any sales taxes that are collected and paid to the taxing authority. Cash refunded or credit given to members, shall be deducted in computing Gross Revenue to the extent that such cash or credit represent amounts previously included in Gross Revenue on which Royalty and Marketing Fund Contributions were paid.
- G. Payment of the Royalty Fees, Marketing Fund Contributions, Technology Fees, and Conference Fee will be through electronic withdrawal from Your bank account and shall be done on the 10th business day of the month following the month to which the fee applies. IA reserves the right to change the method of payment from electronic transfer to such other manner of payment that IA deems appropriate. When You present a check as payment, including for Your Initial Franchise Fee, DSS Fee, and Furniture Fixture and Equipment Package, You authorize the Franchisor to deposit Your check, make a one-time electronic fund transfer (EFT), or a substitute check, in which case funds may be withdrawn from Your account on the same day payment is made and You will not receive a cancelled check back from your financial institution.

H. Upon execution of this Agreement and/or at any other time thereafter at IA's request, You shall sign an authorization substantially in the form attached to this Agreement as Schedule C and all other documents necessary to permit IA to withdraw funds from Your designated bank account by electronic funds transfer in the amount of the Royalty Fee, the Marketing Fund Contribution and all other fees and amounts described in this Agreement. Any fee calculated by reference to Gross Revenue shall be based on the information taken from your electronic point-of-sale system ("EPOS") or, if the information is unavailable through your EPOS, IA may process an electronic transfer for the subject month based on the average of the three most recent months where Gross Revenues were reported by You to IA provided by You to IA plus a late report fee of ONE HUNDRED FIFTY DOLLARS (\$150.00). If the Gross Revenues for the subject month is (or are) subsequently received and reflects (i) that the actual amount of the fee(s) due IA or the Marketing Fund was greater than the amount withdrawn, then IA shall be entitled to withdraw additional funds from Your bank account for the difference; or (ii) that the actual amount of the fee due was less than the amount of the withdrawal, then IA shall credit the excess amount to the payment of Your future obligations or other amounts due to IA or the Marketing Fund. Should any electronic funds transfer not be honored by Your bank for any reason, You agree that You shall be responsible for that payment plus any service charge applied by IA or its bank. If any payments due IA under this Agreement, whether to be paid by electronic funds transfer or otherwise, are not received when due, interest on the amount past due will be charged interest by IA at the rate of 18% per annum or the maximum rate of interest permitted by law, whichever is less plus a late charge of \$10.00 per day for each day the payment is late. You acknowledge and agree that You have no right to withhold payment of the fees due under this Section 10 by right of Your dissatisfaction with IA's performance of its obligations under this Agreement and that if You are so dissatisfied, You will pursue other remedies at law which may be available. Additionally, in the event of non-payment by You of any of Your obligations under this Agreement and the failure to cure such non-payment within 15 days of the due date of the payment or any other default under this Agreement, IA, at its option, may withhold services from You including but not limited to Center support, email access, remote support, website access and Marketing Fund-sponsored services.

I. As security for all Your monetary and other obligations to IA, or its affiliates, You hereby grant to IA a first priority security interest in all of Your assets used in connection with the Center and wherever located, including, without limitation, all furniture, fixtures, machinery, equipment, inventory, and all other property, tangible or intangible, now owned or hereafter acquired by You, as well as all contractual and related rights of You under this Agreement and all other agreements between the parties. You agree to execute such financing statements, continuation statements, notices of lien, assignments, or other documents as may be required in order to perfect and maintain IA's security interest. IA agrees to subordinate its security interest to any working capital lender of Yours and to the purchase money security interest of an approved equipment vendor for any equipment purchased by You and used in the operation of the Center. You shall pay all filing fees and costs for perfecting IA's security interest. You acknowledge that this Agreement constitutes a security agreement for the purposes of the attachment, perfection, and enforcement of the foregoing security interest. Upon the occurrence of any default under this Agreement, IA shall have and be entitled to exercise all rights to which a secured party may be entitled under the version of the Uniform Commercial Code of the state where the Premises are located. Further, IA, at its option, may discontinue supplies or services upon Your default under this Agreement. While You are in default or breach of this Agreement, IA may: (i) require that You pay cash on delivery for products or services supplied by IA; (ii) stop selling or providing any products and services to You or suspend its performance of any obligations under this Agreement; and/or (iii) request any third-party vendors to not sell or provide products or services to You. No such action by IA shall be a breach or constructive termination of this Agreement, change in competitive circumstances or similarly characterized, and

You shall not be relieved of any obligations under this Agreement because of any such action. Such rights of IA are in addition to any other right or remedy available to IA.

- J. **Conference Fee.** On February 28 of every calendar year (or, in the event that February 28 falls on a weekend or other banking holiday, then on the first business day after February 28), you shall pay to IA a Conference Fee of SIX HUNDRED DOLLARS (\$600) for that calendar year's Brand Conference or World Expo event. The Conference Fee shall include registration for up to two people.

Eleven: ACCOUNTING AND REPORTING

A. You shall:

- i. install and use a computerized bookkeeping system specified by IA, which may be subject to modification from time to time, and pay any required monthly subscription, maintenance and support fees for the bookkeeping system. You shall accurately record all transactions through this system and shall ensure that IA shall have access to Your bookkeeping system at all times for the purpose of obtaining information relating to the Business. In the event of any failure of the bookkeeping system, during the operation of the Business, You shall manually keep accurate records which shall be entered into the bookkeeping as soon as may be practicable following rectification of the cause of the breakdown. Upon IA's request, You shall modify, upgrade and replace the computerized bookkeeping system from time to time and shall install and use the modified, upgraded or new computerized bookkeeping or other point of sale system specified by IA in accordance with this Section;
- ii. maintain on the Premises in a form approved by IA (and preserve the same for at least six years after the end of the financial year to which they relate and thereafter for so long as any dispute shall remain outstanding between the parties) full and accurate balance sheets and profit and loss statements and all underlying or supporting records and vouchers (including bank statements, deposit slips and tax returns) relating to the Business. You shall permit IA (or any person, firm or company nominated by IA) during business hours to inspect and take copies of Your books of account and records including but not limited to, records stored within your bookkeeping system, cash register rolls, bank statements, deposit slips, tax returns and other financial books of account and records. At IA's request, You shall promptly transmit or send copies of Your books of account and records to IA (or any person, firm or company nominated by IA) for review and inspection. If, on any such inspection or review, a discrepancy greater than 1.5% of Gross Revenue is found between the sums reported as Gross Revenue and the actual Gross Revenue for any reporting period, then You shall, without prejudice to any other rights which IA may have, reimburse IA for all costs incurred in conducting such inspection including travel, hotel, subsistence, salaries and fees;
- iii. for each of Your accounting years supply to IA financial statements (including a balance sheet and profit and loss statement) for Your full accounting year prepared by Your accountant, which shall be certified by You to IA as correct. Such certificate and financial statements shall be delivered to IA within 45 days from the end of the said accounting year. You agree to have such annual financial statements prepared separately for the Intelligent Assistant Business and not on a consolidated basis with the assets or liabilities or profits and losses of any other business with which You are associated reflected therein; and
- iv. for each of Your tax years, and upon reasonable written request by IA, supply to IA copies

of Your federal and state tax returns and sales tax returns or in lieu of federal tax returns supply to IA each tax year IRS Form 4506-T (or any successor form designated by the IRS), executed by You and authorizing the IRS to send IA a copy of Your Tax Return Transcript. You agree to prepare and file such returns separately for the Intelligent Assistant Business and not on a consolidated basis with the income, sales, expenses, or deductions of any other business with which You are associated reported therein.

- B. IA shall have the right to verify all of Your receipts directly with members of Your Center.
- C. You shall not combine and/or commingle Your Intelligent Assistant Business operations with that of any other business. You shall not use the bank account, point of sale or bookkeeping system designated for Your Intelligent Assistant Business to process transactions, sales, make deposits or pay expenses for another business. You agree to keep the financial books of account and records of Your Intelligent Assistant Business separate and apart from Your personal financial books and records and from the books and records of any other business in which You are associated. You shall not file consolidated tax returns for the Intelligent Assistant Business which consolidate the income or deductions of the Intelligent Assistant Business with those of another business.
- D. You acknowledge that IA has the right to access remotely all of Your bookkeeping and sales data on Your computer and other data which may be hosted by servers and that IA may use such data for such business purposes as it deems proper provided that IA shall not sell, transfer or share such data to or with any other person or entity during the Term of this Agreement except in connection with: (i) the transfer of this Agreement as permitted under Section 15 of this Agreement; (ii) the compilation of operating statistics on all franchises, or subsets thereof, for public distribution; (iii) the compilation of operating statistics on all franchises, or comparative sales charts and tables and benchmarks for publication to franchisees via an intranet site; (iv) financial performance representations for publication in IA's franchise disclosure documents for prospective franchisees; and (v) other similar purposes.
- E. **Initial Investment Report.** Within 120 days after opening for Business, You shall submit to IA a report detailing Franchisee's investment costs to develop and open the Business, with costs allocated to the categories described in Item 7 of IA's Franchise Disclosure Document and with such other information as IA may request. This report shall be sent to compliance@intelligentassistant.com.

Twelve: ADVERTISING/MARKETING

- A. IA has established a Marketing Fund to promote the System on a local, regional, national, and/or international level.
 - i. You shall pay the Marketing Fund a monthly Marketing Fund Contribution as specified in Section 10.C.
 - ii. Intelligent Assistant Businesses that are owned and operated by IA (or an affiliate of IA) will not be required to pay Marketing Fund Contributions in the same manner as Intelligent Assistant franchisees.
 - iii. IA shall hold the Marketing Fund Contributions from all franchisees in one or more bank accounts separate from IA's other accounts.
 - iv. IA shall use the Marketing Fund only for marketing, advertising, and public relations

materials, programs and campaigns (including at local, regional, national, and/or international levels), and related overhead. The foregoing includes such activities and expenses as IA reasonably determines, and may include, without limitation: development and placement of advertising and promotions; sponsorships; contests and sweepstakes; development of décor, trade dress, Trademarks, and/or branding; development and maintenance of brand websites; social media; Internet activities; e-commerce programs; search engine optimization; market research; public relations, media or agency costs; trade shows and other events; printing and mailing; and administrative and overhead expenses related to the Marketing Fund (including the compensation of IA's employees working on marketing) and for accounting, bookkeeping, reporting, legal and other expenses related to the Marketing Fund.

- v. You agree that expenditures from the Marketing Fund need not be proportionate to contributions made by You or provide a direct or any benefit to You. The Marketing Fund will be spent at IA's sole discretion, and IA has no fiduciary duty with regard to the Marketing Fund.
 - vi. IA may accumulate funds in the Marketing Fund and carry the balance over to subsequent years. If the Marketing Fund operates at a deficit or requires additional funds at any time, IA may loan such funds to the Marketing Fund on reasonable terms.
 - vii. IA will prepare an unaudited annual financial statement of the Marketing Fund within 120 days of the close of IA's fiscal year and will provide the financial statement to You upon request.
- B. IA may establish a market advertising and promotional cooperative ("**Market Cooperative**") in any geographical area. If a Market Cooperative for the geographic area encompassing the area within which Your Business is located at the time You commence operations hereunder, You shall immediately become a member of such Market Cooperative. If a Market Cooperative for the geographic area encompassing Your Business is established during the term of this Agreement, You shall become a member of such Market Cooperative within 30 days. IA shall not require You to be a member of more than one Market Cooperative. If IA establishes a Market Cooperative:
- i. Each Market Cooperative will be organized and governed in a form and manner, and shall commence operations on a date, determined by IA. IA may require the Market Cooperative to adopt bylaws or regulations prepared by IA. Unless otherwise specified by IA, the activities carried on by each Market Cooperative shall be decided by a majority vote of its members. IA will be entitled to attend and participate in any meeting of a Market Cooperative. Any IA Business owned by IA in the Market Cooperative shall have the same voting rights as those owned by its franchisees. Each IA franchisee will be entitled to cast one vote for each Center owned, provided, however, that a franchisee shall not be entitled to vote if it is in default under its franchise agreement. If the members of a Market Cooperative are unable or fail to determine the manner in which Market Cooperative monies will be spent, IA may assume this decision-making authority after 10 days' notice to the members of the Market Cooperative.
 - ii. Each Market Cooperative shall be devoted exclusively to administering regional advertising and marketing programs (subject to IA's approval) and developing (subject to IA's approval), standardized promotional materials for use by the members in local advertising and promotion.

- iii. No advertising or promotional programs, plans or materials may be used by a Market Cooperative or furnished to its members without the prior approval of IA pursuant to Section Twelve D. IA may designate the national or regional advertising agencies used by the Market Cooperative.
 - iv. The majority vote of the Market Cooperative will determine the dues to be paid by members of the Market Cooperative, including You.
 - v. Only IA will have the right but not the obligation to enforce the obligations of franchisees that are members of a Market Cooperative to contribute to the Market Cooperative.
 - vi. IA may terminate any Market Cooperative. Any funds left in a Market Cooperative upon termination will be transferred to the Marketing Fund.
- C. You shall be responsible for all Your own direct marketing and local advertising of the **Intelligent Assistant Business**. In addition to the Marketing Fund Contribution paid to the Marketing Fund, You shall expend at least an amount of One Thousand Dollars (\$1,000.00) per month on direct lead-generation local advertising. At or above 80 clients (the “Client Threshold”), there is no minimum direct lead-generation advertising spending required above the Two Thousand Five Hundred (\$2,500) monthly Marketing Fund Contribution. If the client base of the Center drops below this Client Threshold, then the minimum Local Advertising Requirement will again become effective for the Center until the occupancy rate once again exceeds the Client Threshold.
- D. You shall comply with the criteria and/or guidelines that IA will establish from time to time for marketing and advertising (including public relations) activities. IA will require that Your advertising materials include contact information for obtaining information regarding IA franchises and the IA System. All of your marketing materials must comply with the then-current IA System brand standards. IA may, from time to time, provide samples of certain marketing materials that You may duplicate and use, subject to You ensuring Your compliance with all applicable laws and regulations, and You shall not infringe the intellectual property rights of any third-party, including the trademarks, trade names, copyrights, patents and designs belonging to a third-party. In addition, IA may provide sample copies of advertising or reproduction proofs of advertising from time to time, which, if observed, will not require any consent from IA. All other marketing campaigns or promotional activities (including public relations) conducted by You shall be subject to the prior written approval of IA whose decision will not be unreasonably delayed. IA has the right to conduct and manage all marketing and commerce on the internet and other electronic media, including all websites and social media marketing. You shall not establish any website or social media account independently, except as IA may specify, and only with IA’s express written consent. IA retains the right to approve any linking to or other use of IA’s website. You must comply with any internet, online commerce and/or social media policy that You may prescribe in connection with any use of the internet, online commerce or social media by Franchisee which uses the Trademarks, the trade name, or otherwise relates to the Business or IA.
- E. You shall, upon being requested to do so, provide IA with details of Your proposed marketing, advertising and promotional activities. You acknowledge that IA has explained the importance of the creation and maintenance of a full-time marketing program. You further acknowledge that a vital factor to the success of any Center lies in the creation and maintenance of a full-time marketing program. You agree to create and continuously conduct, during the Term a full-time and ongoing marketing program. You further agree to create a marketing file and record all marketing activities therein. This file shall remain on the Premises and be available to IA to review upon reasonable notice.

- F. You must participate in any national, regional, or local advertising cooperatives that IA designates. You shall pay the Fund a monthly Marketing Fee as specified in Section Ten C. IA reserves the right to: (i) assume control of the Fund in the future; (ii) modify or terminate the Fund; and/or (iii) create or establish a new fund in the future. If IA exercises any of these rights, then You must pay IA, its affiliate, or another entity designated by IA, the monthly Marketing Fee and comply with all requirements relating to the Fund or any new fund IA establishes. IA also reserves the right to enforce the obligations of the Fund and distribute the proceeds of any settlement or judgment in the manner that IA deems appropriate, and to suspend or reduce a franchisee's obligation to participate in the Fund or any other advertising cooperative. The Fund will have the right to use the Marketing Fees and apply it to national, regional, and/or local marketing programs and promotional campaigns, as well as Internet advertising, web hosting and development and franchise recruiting efforts, provided that IA has the right to review and approve all advertising and promotional materials created or produced by the Fund. IA will not be required to pay Marketing Fees in its role as franchisor; however, all IA sign centers that are owned and operated by IA (or an affiliate of IA) will be required to pay Marketing Fees in the same manner as IA franchisees.

Thirteen: INSURANCE

- A. You are required to obtain and maintain at Your cost and expense such policies of insurance in such amounts and from such carriers as may reasonably be required by IA from time to time throughout the Term. Coverage requirements can be increased or decreased upon IA's prior notice as set forth in the operations manual or other writing. Franchisee shall provide Certificates of Insurance ("COI") evidencing the required coverage to IA prior to opening and upon annual renewal of the insurance coverage as well as at any time upon request of IA. Copies of your COIs shall be sent to compliance@intelligentassistant.com within five (5) days of Your receipt of same.. Such insurance shall include, without limitation:
- i. comprehensive general liability policy with a minimum combined single limit covering bodily injury and property damage with respect to the Premises and completed operations of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate;
 - ii. automobile liability coverage, including coverage of owned, non-owned and leased vehicles, with single limit coverage in the amount of One Million Dollars (\$1,000,000) if you use a vehicle in your Intelligent Assistant Center;
 - iii. employer's liability in the amount of Five Hundred Thousand Dollars (\$500,000) for bodily injury by accident and Five Hundred Thousand Dollars (\$500,000) for bodily injury by disease;
 - iv. an umbrella policy covering all Intelligent Assistant Franchises you operate which would cover any excess claims from the operation of those Franchises in the amount of One Million Dollars (\$1,000,000) in the aggregate;
 - v. all reasonable risks coverage for the full cost of replacement of your Franchise Center and all other property we may have an interest in;
 - vi. worker's compensation coverage in amounts required by applicable law or rule of the state and locality where the your Intelligent Assistant Center is located, or, if permissible under applicable law, employers liability insurance with similar compensation for injured workers satisfactory to us; and

- vii. business interruption insurance to cover actual loss sustained for up to 12 months based on net income earned from the operation of your Intelligent Assistant Center during that time period.
 - viii. all insurance required by applicable law, including disability (limits may vary according to geographical location). If the applicable laws in Your state do not require the owners of a business to be covered by workers' compensation insurance, You shall elect coverage for Yourself.
- B. You shall name IA as an additional named insured on all insurance policies required hereunder which policies shall be considered as primary in the event of loss or claim. The Franchisee shall also execute a waiver of subrogation in favor of IA.
 - C. The Franchisee warrants that its insurance policies shall be primary and non-contributing with any insurance carried by IA.
 - D. You shall not terminate any insurance policy required to be obtained and maintained hereunder, nor modify or amend the terms thereof, without IA's prior written consent, which consent shall not be unreasonably withheld, and each policy must provide that it shall not be canceled, modified or subjected to non-renewal, without at least thirty (30) days prior written notice to IA.
 - E. This Section 13 references minimum requirements. You should consult with Your local insurance agent and legal counsel to ensure Your Business is adequately insured, You have all insurance required by law or by the terms of any agreement to which You are a party. You shall also ensure that all IA Business equipment complies with any minimum standards and specifications to maintain minimum insurance requirements, including, but not limited to, any multi-factor authentication requirements for electronic devices used for Your Business.

Fourteen: TRADEMARKS

- A. You shall only use the Trademarks in connection with the operation of the Business and only in a form and manner approved by IA. All social media accounts, social networking websites, other online accounts as more specifically identified in Section Fifteen(C)(iv), websites, domain names and e-mail addresses to be used in Your Business must be approved in writing prior to use and all social media accounts, social networking websites, other online accounts, websites, domain names that include the trademark "Intelligent Assistant" will be the property of IA. Should You become the owner of any social media account, social networking website, other online account, domain name, or email address which include the words "Intelligent Assistant" or any Trademark or derivation of any Trademark belonging to IA, You shall, upon IA's written request, assign all rights, title and interest in those social media accounts, social networking websites, online accounts, domain names and email addresses.
- B. In no circumstances shall You apply for registration with respect to any of the Trademarks or which would conflict with the Trademarks, nor shall You take any action or refuse or decline to take any action which may result in harm to the Trademarks or put any registrations or applications to register at risk.
- C. You shall comply with IA's instructions in filing and maintaining the requisite fictitious, trade or assumed name registrations for the Trademarks.
- D. You shall, in all representations of the Trademarks, attach in a manner approved by IA such

inscription as is usual or proper for indicating that such Trademarks are registered.

- E. You acknowledge that the use of the Trademarks outside the scope of this Agreement, without IA's prior written consent, is an infringement of IA's rights in the Trademarks, and You expressly covenant that during the Term, and after the expiration or sooner termination of this Agreement, You shall not, directly or indirectly, commit an act of infringement or contest, or aid in contesting the validity or right of IA to the Trademarks, or take any other action in derogation of such rights.
- F. In the event of any claim of infringement, unfair competition or other challenge to Your right to use the Trademarks, or in the event You become aware of any use of or claims to the Trademarks by persons other than IA or its authorized franchisees, You shall promptly (but in no event more than 15 days later) notify IA in writing. You shall not communicate with anyone except IA and its counsel in connection with any such infringement, challenge, or claim except pursuant to judicial process. IA shall have sole discretion as to whether it takes any action in connection with any such infringement, challenge or claim, and the sole right to control exclusively any litigation or other proceeding arising out of any infringement, challenge or claim relating to the Trademarks. You must sign all instruments and documents, render any assistance, and do any acts that IA's attorneys deem necessary or advisable in order to protect and maintain IA's interest in any litigation or proceeding related to the Trademarks or otherwise to protect and maintain IA's interests in the Trademarks.
- G. If it becomes advisable at any time, in IA's sole discretion, to modify or discontinue the use of any of the Trademarks and/or use one or more additional or substitute names or marks, for reasons including, but not limited to, the rejection of any pending registration or revocation of any existing registration of any of the Trademarks, or the superior rights of senior users thereof, You will immediately, upon written notice from IA and at Your expense, make all changes or modifications to the Trademarks as specified by IA.

Fifteen: ASSIGNMENT & RESALE (SALE OF BUSINESS)

- A. You shall have the right to assign the franchise and to sell the Business with the prior written consent of IA, which consent shall not be unreasonably withheld and subject to the conditions listed in Section 15.C. below.
- B. IA will grant to a purchaser of the Business who is acceptable to it a franchise for a period equal to the term then being granted by IA to new franchisees (commencing the date of the sale of the Business) and upon similar terms and conditions to IA's then current form of franchise agreement, excluding the payment of an initial fee.
- C. Subject to Sections 15.D. through 15.F. below, the conditions required to obtain the written consent of IA to the sale of the Business by You shall be that:
 - i. any prospective purchaser shall submit his offer in writing, shall be bona fide and at arms length, and shall meet IA's standards with respect to the selection of new franchisees;
 - ii. the prospective purchaser or its management team must agree to successfully complete IA's initial training program prior to assuming the daily duties of the Business;
 - iii. the prospective purchaser must enter into a new franchise agreement prior to attending or receiving such training as may be required by IA;

- iv. Your Center is in compliance with IA's current standards including, but not limited to brand standards and standards for equipment, point of sale or business management systems, fixtures, signage and furnishings, or is brought into compliance prior to the completion of the transfer to the prospective purchaser;
 - v. You must turn over to IA all digital assets, including, but not limited to, all digitally-stored content (such as images, photos, videos and text files), whether stored locally at the Business or accessible via the internet, the cloud, or another digital storage device (such as a USB drive or zip drive) or stored with a third-party digital-storage provider (such as OneDrive® or Dropbox®); and all user names and passwords for any and all email accounts, social media accounts, and social networking websites (such as Facebook®, Twitter®, LinkedIn®, Google® MyBusiness, YouTube®, Pinterest®, Instagram®, Tumblr®, Flickr®, Reddit®, Snapchat®, TikTok®, Twitch®, Quora®, Medium®, Triller® and WhatsApp®), blogs, review websites (such as Yelp® or Angie's List®), and any other online communities where the Business created or shared online content, or held itself out as speaking for or representing the Business;
 - vi. You or the prospective purchaser shall pay to IA a transfer fee of Twenty-Five Thousand Dollars (\$25,000.00), or the then-current transfer fee;
 - vii. You must not, at the time of Your application for consent, be in breach of any of Your obligations to IA under the terms of this Agreement; and
 - viii. payment is made by You of all costs and all obligations by or of You to IA and any suppliers are discharged without any right of deduction or set-off.
- D. You shall, as soon as possible, submit to IA a copy of each written offer or full details of any other offer that You receive from any prospective purchaser to purchase Your Business from You, together with the following information:
- i. a financial statement and the business history of the prospective purchaser; and
 - ii. details of all terms that may have been agreed or proposed between You and the prospective purchaser.
- E. IA shall, in addition to its other rights under this Agreement, have an option to purchase the Business for the same amount and upon the same terms as the prospective purchaser has offered. In the event of (i) a transfer or assignment of ten percent (10%) or more of stock, share capital or similar ownership interest or (ii) Your insolvency or bankruptcy, the offer shall be for Your interest in this Agreement, and the equipment, inventory, fixtures and leasehold interest used in the operation of the Business. An amount and terms of purchase under these conditions shall be established by a qualified appraiser selected by the parties.
- F. IA shall have a period of 10 days after receipt of written notice and the information referred to in Section 15.D. above, to exercise its option to purchase by notice in writing to You. The sale and purchase shall be completed within 15 days following delivery of IA's notice of intention to purchase, or if any landlord's consent is required, 10 days after such consent shall have been obtained.
- G. For the purpose of this Section, any ten percent (10%) or more change in Your beneficial ownership of the issued share capital or of Your true control shall be deemed to be an assignment of this

Agreement. In addition, in the event of any attempt by You to circumvent the provisions of this Section by selling or transferring all or any portion of the assets of the Business without transferring Your rights under this Agreement, You shall be liable to IA for the full amount of the fee due IA under Section 15.C.vi. of this Agreement.

- H. In the event of Your death or incapacity, where You are an individual, or in the case that You are a corporation, then in the event of the death or incapacity of the owner, this Agreement will be transferable without additional fee or penalty, provided that the transferee meets IA's approval, as noted above in this Section 15.C.i., which shall not be unreasonably withheld. You or Your executor must assign this Agreement to an approved third-party within 180 days of Your incapacity or death.
- I. IA reserves the right to sell or assign, in whole or in part, its interest in this Agreement. Any sale or assignment shall inure to the benefit of any assignee or other legal successor.

Sixteen: TERMINATION

- A. IA may terminate this Agreement by written notice to You without any opportunity to cure if:
 - i. You fail to commence the Business within the period of 365 days from the date of this Agreement;
 - ii. You fail to secure a Premises within the period of 180 days from the date of this Agreement;
 - iii. You fail to keep the Center open for business for a consecutive period of 10 days unless this is because of major refurbishment or repair or because of the effects of explosion, flood, fire or other Non-controllable Event, or for a reason to which IA has given its prior written consent;
 - iv. in Your franchise application or supporting details You have provided IA with information which contains any false or misleading statements or omits any material fact which may make any statement misleading;
 - v. You become insolvent, adjudicated a bankrupt, have a voluntary or involuntary petition in bankruptcy or any other arrangement under the bankruptcy laws filed by or against You, make an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed to take charge of Your affairs or property;
 - vi. You commence dissolution proceedings or have such proceedings commenced against You;
 - vii. You permit a judgment against You to remain unsatisfied or un-bonded of record for 30 days;
 - viii. You knowingly maintain false, inaccurate, or incomplete books or records, or knowingly submit a false report to IA;
 - ix. You receive 2 or more prior notices of default hereunder from IA during any twelve 12 consecutive-month period, notwithstanding that such defaults were cured;
 - x. there shall be a purported or deemed assignment of this Agreement or of the Business other

than a sale of the Business under and in accordance with the provisions of Section 15; or

- xi. IA suspects, on reasonable grounds, that any material proprietary information concerning IA's business, the System, or particulars of any communication from IA to You is being or has been communicated in any way to any competitor of IA by You or at Your direction, by any of Your employees (or any of Your shareholders, directors, officers or other representatives) or any other person associated with any of the foregoing persons.
- B. In addition to the immediate termination rights set forth in Section 16.A., IA may terminate this Agreement by written notice to You if You neglect or fail to perform any of Your other obligations under this Agreement including failure to pay any amounts due to IA under this Agreement or any other obligation of Franchisee to IA or submit reports, or You fail to provide the services to the standards required by IA as set out in the Operations Manual, and You fail to remedy such default, neglect or failure to IA's satisfaction within (i) 15 days after written notice from IA in the case of a failure to pay royalty fees, Marketing Fund Contributions, Software Fees and Technology Fees or any other fees or amounts required to be paid to IA or its affiliates under this Agreement, or (ii) in the case of any other default, neglect or failure, within 30 days after written notice from IA.
- C. All Your rights under this Agreement shall cease if IA terminates this Agreement under the provisions of this Section 16.
- D. THIS AGREEMENT MAY BE TERMINATED ONLY BY IA AND NO PROVISION IS MADE IN THIS AGREEMENT FOR THE UNILATERAL TERMINATION OF THIS AGREEMENT BY YOU.

Seventeen: CONSEQUENCES OF TERMINATION

Upon the expiration or sooner termination of this Agreement:

- A. You will immediately discontinue the use of the Trademarks, signs, cards, notices and other display or advertising matter indicative of IA, or of any association with IA or of the Business or services of IA, and will make or cause to be made such changes in signs, cards, notices and other display or advertising matter, buildings and structures as IA shall direct so as effectively to distinguish the Business from its former public image and marketing image as an Center including but not by way of limitation a change in the colors used. If within 30 days of such direction You fail or omit to make or cause to be made any change, then IA shall have the power (without incurring any liability to You), without Your consent, save this consent that You give irrevocably, to enter upon the Premises and to make or cause to be made any such change, at Your expense, which expense You shall pay on demand. In addition, all items that may have been loaned to You by IA, including the Operations Manual, shall be returned immediately to IA at Your expense. You shall also forthwith pay to IA (without any deduction or right of set-off) all sums of money which may be payable or owing (whether or not then due for payment) from You to IA or the Marketing Fund.
- B. You shall further and forthwith:
 - i. provide IA with a list (including names addresses and telephone numbers) of all current or previous members of the Center; all current or previous member databases and files including all past invoices, address card-file entries, and business cards; Your current membership contracts and a copy of the list of current or previous members may not be sold or otherwise transferred to any person or entity without our written consent; and copies of such information can only be retained by You to the extent needed to file required tax

returns;

- ii. assign to IA in such form as IA shall require, the benefit of such leases and /or contracts with current members as IA may specify;
 - iii. join with IA in canceling any permitted use of the Trademarks;
 - iv. turn over to IA all intellectual property associated with the Business and the Intelligent Assistant System, including, but not limited to, the following:
 - a. any and all Confidential Information;
 - b. any and all operations manuals;
 - c. any and all materials, whether physical or digital, which display the Trademarks associated with the Intelligent Assistant system; and
 - d. any and all digital assets, including, but not limited to, all digitally-stored content (such as customer artwork and art files, images, photos, videos and text files), whether stored locally at the Business or accessible via the internet, the cloud, or another digital storage device (such as a USB drive or zip drive) or stored with a third-party digital-storage provider (such as OneDrive or Dropbox); and all user names and passwords for any and all email accounts, social networking websites (such as Facebook, Twitter, LinkedIn, Google+, YouTube, Pinterest, Instagram, Tumblr, Flickr, Reddit, Snapchat, and WhatsApp), blogs, review websites (such as Yelp or Angie's List), and any other online communities where the Business created or shared online content, or held itself out as speaking for or representing the Business.
 - v. cease the use of all material of whatever nature of which the copyright is vested in IA or where its continued use would in any way infringe IA's copyright;
 - vi. cease all use, directly or indirectly, of any of the Trademarks, Confidential Information, or any aspect of the System. You shall not represent Yourself as a present or former Intelligent Assistant franchisee or in any other way associate Yourself with the Intelligent Assistant System or the Trademarks; and
 - vii. maintain the Intelligent Assistant System and other information relating to the conduct of the Business in strict confidence and secret, and not use, disclose, publish, or otherwise make it available to any third party.
- C. You shall change and, if requested, assign to IA, any listed telephone numbers, fax numbers, domain names and e-mail address relating to the Center and also execute any and all documentation necessary to assign any such telephone and fax numbers, domain names and e-mail address to IA. You hereby authorize and irrevocably constitute and appoint as Your attorney-in-fact for such limited purpose IA to take such actions and to make, execute, and deliver such documents for and on Your behalf as may be required to assign to IA the right to use and own such telephone and fax numbers, domain names and e-mail address, the foregoing power being a power coupled with an interest, and hereby direct the appropriate telephone company, domain name registry and internet service provider to so transfer the ownership of said numbers, domain names and e-mail address as may be directed by IA, in accordance with the Assignment of Telephone Numbers, Domain Names

and E-Mail Addresses signed herewith, a copy of which form is attached as Schedule B.

- D. You shall not maintain call forwarding telephone number referral with respect to any telephone numbers formerly used in connection with the Center.
- E. In the event the Premises are leased from a third party, You shall, at IA's option, assign to IA Your interest in the Lease. You shall be and remain liable for all of its obligations accruing up to the effective date of any lease assignment. In conjunction with the foregoing, You shall execute and deliver to IA an Assignment of Lease in such form as may be requested by IA.
- F. Noncompete Covenant:
- i. Upon the expiration or termination of this Agreement and for a period of two years thereafter, You shall not, within 25 miles of the Premises or within 25 miles of any other Center be engaged, concerned, or interested in any capacity whatsoever in a business which competes with the Intelligent Assistant Business or any other business within the Intelligent Assistant Network (except as the holder of not more than 5% of the shares in any company whose shares are listed or dealt in any stock exchange or other recognized public market).
 - ii. You shall not, for a period of eight months after the expiration or termination of this Agreement, solicit for business from any person who was, during the period of two years prior to such expiration or termination, a current or previous member of Your Business.
 - iii. You acknowledge and confirm that the length of the term and geographical restrictions contained in this Section are fair and reasonable and not the result of overreaching, duress, or coercion of any kind. You further acknowledge and confirm that Your full, uninhibited, and faithful observance of each of the covenants contained in this Paragraph will not cause You any undue hardship, financial or otherwise, and that enforcement of each of the covenants contained in this Section will not impair Your ability to obtain employment commensurate with Your abilities and on terms fully acceptable to You, or otherwise to obtain income required for the comfortable support of Your family, and Your satisfaction of the needs of Your creditors. You acknowledge and confirm that Your special knowledge of the business of a Center (and anyone acquiring such knowledge through You) is such as would cause IA and its franchisees serious injury and loss if You (or anyone acquiring such knowledge through You) were to use such knowledge to the benefit of a competitor or were to compete with IA or any of its franchisees.
 - iv. In the event any court shall finally hold that the time or territory or any other provision stated in this Section constitutes an unreasonable restriction upon You, You agree that the provisions of this Agreement shall not be rendered void, but shall apply as to time and territory or to such other extent as such court may judicially determine or indicate constitutes a reasonable restriction under the circumstances involved.
 - v. IA shall have the option (but not the obligation) to be exercised by providing written notice of intent to do so, within 30 days after the expiration or sooner termination of this Agreement, to purchase any items bearing the Trademarks or other assets owned by You, including, without limitation, any or all signs, advertising materials, supplies, inventory, equipment, furnishings, fixtures, or other items at a price equal to Your cost or fair market value, whichever is less. If the parties cannot agree on fair market value within a reasonable time, an independent appraiser shall be designated by IA whose costs shall be borne equally by the parties, and his or her determination shall be final and binding. The fair market

value of tangible assets shall be determined without reference to good will, going concern value, or other intangible assets. If IA elects to exercise its option to purchase, it shall have the right to set off all amounts due from You under this Agreement, and the cost of the appraisal, if any, against any payment to You. Should You fail or refuse to execute and deliver the necessary documents to transfer good title to Your assets to IA, or its nominee, IA shall be entitled to apply to any court of competent jurisdiction for a mandatory injunction to compel You to comply with the rights granted in this Agreement. All costs and expenses relating to such litigation, including IA's reasonable attorneys' fees and costs, shall be payable by You to IA, upon demand, and may be credited by IA to the agreed purchase price.

Eighteen: ENTIRE AGREEMENT; FAILURE TO EXERCISE RIGHTS NOT TO BE A WAIVER

- A. You acknowledge:
- i. that You have been told that if there are any pre-contractual statements which You consider have been made to You which have induced You to enter into this Agreement, You are obliged to submit the particulars thereof to IA so that any misconceptions or misunderstandings can be resolved. In such case, an agreed form of pre-contractual statements upon which You relied on may be annexed to and made part of this Agreement;
 - ii. You have been given the opportunity to provide IA particulars of any pre-contractual statements which You consider have been made to You which have induced You to enter into this Agreement; and
 - iii. this Agreement therefore contains the entire agreement between the parties and accordingly no pre-contractual statements shall add to or vary this Agreement or be of any force or effect unless such pre-contractual statements are either contained in this Agreement or in an annex to it, and You waive any right You may have to sue for damages and/or rescind this Agreement for any pre-contractual statements not contained in this Agreement or an annex to it. Nothing within this Agreement shall be considered a waiver of reliance by You of the representations made in the Disclosure Document or its exhibits or amendments.
 - iv. Nothing within this Agreement or any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document.
- B. In this Section, the expression "pre-contractual statements" includes written or oral pre-contractual statements or agreements, financial statements, profit projections, representations, warranties, inducements or promises whether or not made innocently or negligently.
- C. Your waiver contained in this Section shall be irrevocable and unconditional, but it is expressly provided that such waiver shall not exclude any liability of IA for pre-contractual statements made by it fraudulently.
- D. No failure of IA to exercise any power given to it under this Agreement or to insist upon strict compliance by You with any obligation and no custom or practice of the parties at variance with the terms of this Agreement shall constitute any waiver of any of IA's rights under this Agreement.
- E. Waiver by IA of any particular default by You shall not affect or impair IA's rights in respect to any subsequent default of any kind by You nor shall any delay or omission of IA to exercise any

rights arising from any of Your defaults affect or impair IA's right in respect to said default or any other default of any kind.

Nineteen: INDEPENDENT CONTRACTOR

- A. This Agreement does not create a fiduciary relationship or the relationship of principal and agent between You and IA. IA is an independent contractor and, except as expressly permitted under this Agreement for certain rights of IA, neither You nor IA will under any circumstances, act or hold itself out as an agent or representative of the other nor incur any liability or create any obligation whatsoever in the name of the other.
- B. You agree to take such affirmative action as may be requested by IA to indicate that You are an independent contractor, including placing and maintaining a plaque in a conspicuous place within the Premises and a notice on all stationery, business cards, sales literature, leases, contracts, and similar documents which states that the Center is independently owned and operated by You. The content of such plaque and notice is subject to the prior written approval of IA.
- C. You agree to take affirmative action to make Your Intelligent Assistant and staff conspicuously aware of the proper identity of their employer which is You and not IA and also aware that notwithstanding any advice, guidance, standards and specifications provided by IA to Your Business, IA is not an employer, co-employer or joint employer with You of Your employees.

Twenty: ACKNOWLEDGEMENTS AS TO ADVICE GIVEN AND OTHER MATTERS

- A. You hereby acknowledge the exclusive right of IA in and to the Intelligent Assistant System as presently developed or as it may be improved and expanded during the term of this Agreement, including practices, know-how, trade secrets, designs, marks, logos, window graphics, store decoration, signs, and slogans presently in use and to be used hereafter.
- B. You understand and acknowledge the importance of IA's high standards of quality and service and the necessity of operating the Business franchised hereunder in strict conformity with IA's standards and specifications.
- C. You acknowledge that IA, in giving advice to and assisting You in establishing the Business (including but without prejudice to the generality of the foregoing recommending equipment and materials, and the assessment of Your suitability) bases its advice and recommendations on experience actually obtained in practice and is not making or giving any representations, guarantees or warranties except that its advice is based upon such previous experience as it has and the degree of success or lack of success in its dealings on its own account and with its franchisees. You acknowledge that You have been advised by IA to discuss Your intention to enter into this Agreement with other franchisees of IA and Your business advisors and that You must decide on the basis of Your own judgment of what You have been told by IA or such other franchisees whether or not to enter into this Agreement. You further acknowledge that You recognize that the business venture contemplated by this Agreement involves business risks and that Your success will be affected by Your ability and commitment as an independent business person.
- D. Except where the context otherwise requires, each of the restrictions contained in this Agreement and in each Section and Paragraph shall be construed as independent of every other restriction and of every other provision of this Agreement, and the existence of any claim or course of action by You against IA whatsoever shall not constitute a defense to the enforcement by IA of said restrictions or of any of them.

- E. It is expressly agreed between the parties hereto that having regard to the recitals and other provisions of this Agreement, each of the restrictive covenants contained in this Agreement and in each Section and Paragraph is reasonably necessary for the protection of IA, IA's intellectual property rights and the other franchisees of IA and does not unreasonably interfere with the freedom of action by You. You acknowledge that You have been advised by IA to obtain independent legal advice before executing this Agreement, and that You are fully aware of its provisions and accept that they are fair and reasonable in all the circumstances known to or in the contemplation of IA and You as of the date of this Agreement. In particular, You acknowledge that the provisions of this Agreement relating to the limits on Your right to make deductions or set offs (to which You may claim to be entitled) against payment of Royalties are fair and reasonable. You recognize that Your failure or refusal to make payments of such fees or contributions because of Your dissatisfaction with IA's performance may result in Your continued involvement in the Intelligent Assistant Network being subsidized by other franchisees who make payment of such fees and contributions. You also recognize that Your failure to pay such fees and contributions may adversely and materially affect the provision of services to franchisees who are members of the Intelligent Assistant Network. You accept that the remedies available to You are not affected by the set-off or deduction provisions of this Agreement and the remedies are sufficient for Your purposes including as they do a right to sue for damages.
- F. You warrant that, except pursuant to an agreement with IA entered into prior to the execution of this Agreement, You had no direct knowledge of the Intelligent Assistant Business or how to operate a business similar to the Intelligent Assistant Business or how to conduct the Intelligent Assistant Business or of IA's trade secrets, know-how methods or the System.
- G. In order to enable IA to ascertain whether You are complying with the obligations imposed upon You under this Agreement, and in order to enable IA to enforce rights given to it by this Agreement, IA may, at any reasonable time, enter the Premises without Your consent.
- H. YOU SPECIFICALLY ACKNOWLEDGE THAT THERE IS NO CENTER THAT MAY BE CONSIDERED TO BE A "TYPICAL" OR "AVERAGE" CENTER. YOU ARE NOT ENTITLED TO ANY COMPENSATION OR REIMBURSEMENT FOR LOSS OF PROSPECTIVE PROFITS, ANTICIPATED SALES, OR OTHER LOSSES OCCASIONED BY CANCELLATION OR TERMINATION.
- I. EXCEPT AS SET FORTH IN THE DISCLOSURE DOCUMENT PREVIOUSLY DELIVERED TO YOU, IA MAKES NO REPRESENTATIONS OR GUARANTEES AS TO NET/GROSS SALES, PROFITS, COSTS OR EARNINGS YOU CAN EXPECT. NO PERSON IS AUTHORIZED TO GIVE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN OR INCORPORATED IN THIS FRANCHISE AGREEMENT, AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION SHOULD NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED.
- J. You acknowledge that You have received from IA a Franchise Disclosure Document with all exhibits and supplements thereto, at least 14 days prior to: (i) the execution of this Agreement and every other agreement imposing a binding obligation on You in connection with the sale of a franchise; and (ii) any payment by You of any consideration in connection with the sale, or proposed sale, of a franchise.
- K. You represent to IA that You (i) are not violating any agreement (including any confidentiality or non-competition covenant) by entering into or performing under this Agreement; (ii) are not a direct

or indirect owner of any competitor; and (iii) are not listed or “blocked” in connection with, and is not in violation under, any anti-terrorism law, regulation, or executive order.

Twenty-One: NO WARRANTIES WITHOUT AUTHORITY

You shall make no statements, representations, or claims and shall give no warranties to any member or prospective member in respect to the Business or the System or either of them such as are implied by law or may have been specifically authorized in writing by IA.

Twenty-Two: ACTIONS AGAINST FRANCHISEE

In the event any claim, demand, action, or proceeding is brought against You, or if You are notified of any violation of an applicable rule or statute, You will immediately (but in no event later than five days of such notification) notify IA thereof, giving full particulars, and will diligently and expeditiously defend, compromise, cure, or satisfy such claim, action, demand, proceeding, or violation.

Twenty-Three: ADDITIONAL REMEDIES OF IA

- A. You recognize that the business franchised hereunder is intended to be one of a large number of businesses identified by the Trademarks in selling to the public the services associated with the Trademarks, and hence the failure on the part of a single franchisee to comply with the terms of its franchise agreement is likely to cause irreparable damage to IA, and damages at law would be an inadequate remedy. Therefore, You agree that in the event of a breach or threatened breach of any of the terms of the Agreement by You, IA shall be entitled to seek an injunction restraining such breach and/or decree a specific performance, without showing or proving any actual damage, together with recovery of reasonable attorneys’ fees and costs incurred in obtaining said equitable relief. The foregoing equitable remedy shall be in addition to all remedies or rights that IA may otherwise have by virtue of any breach of this Agreement by You. IA shall be entitled to seek such relief without the posting of any bond or security, and if a bond shall nevertheless be required by a court of competent jurisdiction, the parties agree that the sum of \$100 shall be a sufficient bond.
- B. IA shall also be able to seek injunctive relief to prohibit any act or omission by You or Your employees that constitutes a violation of any applicable law, is dishonest or misleading to Your tenants and members, of other businesses, or constitutes a danger to Your employees or tenants and members or to the public or which may impair the Goodwill associated with the Trademarks.
- C. You expressly consent and agree that IA may, in addition to any other available remedies, obtain an injunction to terminate or prevent the continuance of any existing default or violation, and/or to prevent the occurrence of any threatened default by You of this Agreement.
- D. IA reserves the right to discontinue supplies or services upon default. While You are in default or breach of this Agreement, IA may: (i) require that You pay cash on delivery for products or services supplied by IA; (ii) stop selling or providing any products and services to You or to suspend its performance of any obligations under this Agreement; (iii) request any third party vendors to not sell or provide products or services to You; and/or (iv) charge you a non-compliance fee of \$500 for the first non-monetary default, and \$250 for each subsequent non-monetary default.. No such action by IA shall be a breach or constructive termination of this Agreement, change in competitive circumstances or similarly characterized, and You shall not be relieved of any obligations under this Agreement because of any such action. Such rights of IA are in addition to any other right or remedy available to Franchisor.

Twenty-Four: NOTICES

- A. All notices that IA is required or may desire to give to You under this Agreement may be delivered personally, by electronic mail at the last known email address You provide to IA, or may be sent by certified mail or registered mail, postage prepaid, addressed to You at either the Premises address, or home address as noted in this agreement. All notices which You may be required or desire to give to IA shall be sent by certified mail or registered mail, postage prepaid, addressed to: IA Franchising, LLC, 2121 Vista Parkway, West Palm Beach, FL 33411. The addresses herein given for notices may be changed at any time by either party by written notice given to the other party as herein provided. Notices shall be deemed given upon personal delivery, upon receipt of the electronic mail, or 2 business days after deposit in the U.S. Mail.
- B. You must provide IA with immediate written notice of any breach of this Agreement, or any other agreement between You and any of the following parties, that You believe to have been committed or suffered by IA, its affiliates, or their respective owners, officers, directors, employees, or representatives. Notice of such breaches extends, without limitation, to breaches arising out of, or related to, the negotiation or performance of this Agreement by IA or concerning misrepresentations or any acts of misfeasance or nonfeasance. If You fail to give IA written notice within one year from the date of any such breach, then such breach shall be deemed to have been waived by You and, thereupon, You shall be permanently barred from commencing any action relating to such believed breach.

Twenty-Five: DISPUTE RESOLUTION

- A. Any controversy or claim arising out of or relating to this Agreement, the business franchised hereunder or the relationship between the parties, including any claim that this Agreement, or any part thereof, is invalid, illegal, or otherwise void, shall be submitted to arbitration before the American Arbitration Association in accordance with its commercial arbitration rules, in which event both parties shall execute a confidentiality agreement reasonably satisfactory to IA. However, prior to any suit, action or legal proceeding taking place, either party may, at its option, submit the controversy or claim to non-binding mediation before the American Arbitration Association in accordance with its Commercial Mediation Procedures, in which event both parties shall execute a confidentiality agreement reasonably satisfactory to IA. Upon submission, the obligation to attend mediation shall be binding on both parties. Each party will bear its own costs with respect to the mediation, except the fee for the mediator will be split equally. If the controversy or claim is submitted to arbitration, the reasonable attorneys' fees and costs of the prevailing party in the arbitration shall be paid by the non-prevailing party. The fee of the arbitrator(s) shall be split equally by the parties.
- B. The provisions of this Section 25 shall be construed as independent of any other covenant or provision of this Agreement; provided that if a court of competent jurisdiction determines that any such provisions are unlawful in any way, such court shall modify or interpret such provisions to the minimum extent necessary to have them comply with the law.
- C. IA and You (and their respective owners) waive to the fullest extent permitted by law, any right to or claim for any punitive or exemplary damages against the other and agree that in the event of a dispute between them each shall be limited to the recovery of any actual damages sustained by it.
- D. If IA terminates this Agreement due to a default by You and in accordance with Section 16, You acknowledge and agree that (1) You are liable to IA for IA's lost future royalties; (2) the actual or anticipated damages suffered by IA, including, but not limited to the lost royalties, would be

difficult if not impossible to calculate; and (3) Franchisee must pay to IA an amount determined by multiplying the combined monthly average of Royalty Fees and Marketing Fund Contributions (without regard to any fee waivers or other reductions) that are owed by You to IA, beginning with the date You open Your franchise business through the date of early termination, multiplied by the lesser of: (i) 60, or (ii) the number of full months remaining in the term of this Agreement, except that liquidated damages will not, under any circumstances, be less than \$30,000 or more than on \$250,000 (“Liquidated Damages Payment”). You will pay the Liquidated Damages Payment to IA promptly, but in no event later than 15 days after the effective date of the termination of this Agreement. You and IA agree that this Liquidated Damages Payment provision is an integral part of this Agreement and the parties have taken into account both Your liability for lost future Royalty Fees and other fees and the difficulty of calculating IA’s damages in determining the amount of the Liquidated Damages Payment. The parties further agree that the applicable Liquidated Damages Payment is (1) compensation for damages and not a penalty against You and (2) is a reasonable estimate of the damages You will suffer as a result of a termination of this Agreement in accordance with Section 16. IA’s right to receive the Liquidated Damages Payment from Franchisee shall be in addition to IA’s other rights under this Agreement.

- E. This Section shall be deemed to be self-executing and shall remain in full force and effect after the expiration or sooner termination of this Agreement.
- F. Mediation shall take place in Your home state.
- G. You acknowledge and agree that it is the intent of the parties that mediation or litigation between IA and You shall be of IA’s and Your individual claims, and that none of Your claims shall be mediated or litigated on a class-wide basis or on a joined or consolidated claim basis.

Twenty-Six: MISCELLANEOUS PROVISIONS

- A. This Agreement shall be binding upon the parties hereto, their heirs, successors, and permitted assigns. All persons signing as You shall be jointly and severally liable for its obligations to IA under this and any other agreements between the parties.
- B. As to any provision in this Agreement wherein approval is required, or modification desired, such approval or modification must be in writing and signed by the party to be charged.
- C. If any portion of this Agreement is declared to be invalid by any court, such determination shall not affect the balance of this Agreement and the same will remain in full force and effect.
- D. The parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Palm Beach County, Florida, and that, therefore, each of the parties irrevocably and unconditionally: (a) agrees that any suit, action or legal proceeding arising out of or relating to the offer, negotiation, performance, validity or interpretation of this Agreement, whether a Court of competent jurisdiction shall permit a suit to arise rather than compelling arbitration as called for under Section Twenty Five of this Agreement, shall be brought only in the courts of record of the State of Florida in Palm Beach County; (b) consents to the jurisdiction of each such court in any suit, action or proceeding; (c) waives any objection which he, she or it may have to the laying of venue of any such suit, action or proceeding in any of such courts; and (d) agrees that service of any court paper may be effected on such party by U.S. mail or by any manner as may be provided under applicable laws or court rules. Notwithstanding the foregoing, if IA deems it necessary to commence an action in Your jurisdiction to more fully or expeditiously determine, interpret or protect its rights, it may do so.

- E. For a period of two (2) years from the Effective Date of this Agreement, the total liability of each party to the other party for any and all claims arising under or related to this Agreement, whether arising in contract, tort, statute or otherwise, including any claims arising prior to the Effective Date, shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000).
- F. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051 et seq.), this Agreement and any other agreement relating to this Agreement and all transactions contemplated by this Agreement and any other agreement relating to this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to principles of conflicts of laws.
- G. The captions herein are inserted for convenience only, and will not be deemed or construed to be a part of this Agreement or to define or limit the contents of the paragraph thereof.
- H. IA expressly reserves the right to revise, amend and change from time to time the Intelligent Assistant System, the Trademarks, brand standards, branding standards, its standards, specifications and methods (including, but not limited to, the standards, specifications and methods of establishing, developing and operating an Intelligent Assistant Business) and all such revisions, amendments, changes and improvements developed by IA, You or other franchisees, shall be and become the sole and absolute property of IA, and IA shall have the sole and exclusive rights to copyright, patent, register and protect such improvements in IA's own name, and You agree to abide by and conform to any such changes.
- I. You acknowledge that State and Federal law may require the IA to disclose Your home address in particular circumstances. You agree and give Your consent to use the same.
- J. THIS AGREEMENT AND THE SCHEDULES ATTACHED HERETO AND MADE A PART HEREOF CONTAIN THE ENTIRE AGREEMENT OF THE PARTIES. NO OTHER AGREEMENTS, WRITTEN OR ORAL, SHALL BE DEEMED TO EXIST, AND ALL PRIOR AGREEMENTS AND UNDERSTANDINGS, EXCEPT FOR OR OTHER THAN THOSE CONTAINED IN THE DISCLOSURE DOCUMENT AND ANY ADDENDA OR AMENDMENTS THERETO, ARE SUPERSEDED HEREBY. THIS AGREEMENT SHALL NOT BE BINDING UPON IA UNTIL EXECUTED BY AN AUTHORIZED OFFICER THEREOF. THIS AGREEMENT CANNOT BE MODIFIED OR CHANGED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY ALL OF THE PARTIES HERETO.

Signatures on following page.

THE PARTIES HERETO acknowledge that they have read and fully understand all of the above and foregoing. By signing below, each party agrees to abide by all of the terms and conditions contained in this Agreement.

IA Franchising, LLC

By: _____
Print Name/Title: _____
Date: _____

Franchisee:

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

STATE OF CALIFORNIA

ADDENDUM TO FRANCHISE AGREEMENT

In consideration of the execution of the foregoing Franchise Agreement with IA Franchising, LLC, the Franchisee hereby acknowledges that:

1. Sections Eighteen A.i, Eighteen A.ii, Eighteen C, Twenty I, and Twenty J of the Franchise Agreement do not apply in California.

2. Section Eighteen A.iii of the Franchise Agreement is replaced in its entirety with the following language:

“This Agreement therefore contains the entire agreement between the parties.”

3. Section Twenty C of the Franchise Agreement is replaced in its entirety with the following language:

“You acknowledge that IA, in giving advice to and assisting You in establishing the Business (including but without prejudice to the generality of the foregoing recommending equipment and materials, and the assessment of Your suitability) bases its advice and recommendations on experience actually obtained in practice.”

4. Section Twenty E of the Franchise Agreement is amended by removing the following language:

“You acknowledge that You have been advised by IA to obtain independent legal advice before executing this Agreement.”

5. Section Twenty H of the Franchise Agreement is amended by removing the following language:

“FRANCHISOR MAKES NO REPRESENTATIONS OR GUARANTEES AS TO NET/GROSS SALES, REVENUES, PROFITS, COSTS OR EARNINGS YOU CAN EXPECT.”

6. Section Twenty-Six D of the Franchise Agreement is amended by removing the following language:

“A substantial portion of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Palm Beach County, Florida.”

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

8. Both the Governing Law and Choice of Law for Franchisees operating outlets located in California, will be the California Franchise Investment law and the California Franchise Relations Act regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the franchise agreement or amendment to or any agreement to the contrary is superseded by this condition.

9. 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. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

IA Franchising, LLC

Franchisee:

By: _____

Signature: _____

Print Name/Title: _____

Print Name: _____

Date: _____

Date: _____

STATE OF ILLINOIS

ADDENDUM TO FRANCHISE AGREEMENT

In consideration of the execution of the foregoing Franchise Agreement with IA Franchising, LLC, the Franchisee hereby acknowledges that:

1. Illinois law shall apply to and govern the Franchise Agreement.
2. Section Twenty-Six, entitled “MISCELLANEOUS PROVISIONS”, of the Franchise Agreement is hereby amended by the addition of the following language to the original language that appears therein:

“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 any provision of this Act or any other law of this Illinois is void.”

3. Sections Twenty-Six D and Twenty-Six E of the Franchise Agreement are amended to add the following language:

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

4. Franchisees’ right upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
5. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement; or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

IA Franchising, LLC

Franchisee:

By: _____
Print Name/Title: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

STATE OF MARYLAND

ADDENDUM TO THE FRANCHISE AGREEMENT

In consideration of the execution of the foregoing Franchise Agreement with IA Franchising, LLC, the Franchisee hereby acknowledges that:

1. Section Two E of the Franchise Agreement is amended by adding the following language:

“Nothing in this Franchise Agreement or any related Agreement requiring You to assent to a release, estoppel, or waiver of liability is intended to nor acts as a release, estoppel, or waiver of any liability under the Maryland Franchise Registration and Disclosure Law.”

“This release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.”

2. The Franchise Agreement is amended by removing sections Eighteen A, Eighteen B, Eighteen C, Twenty C, Twenty E, Twenty I, and Twenty J.
3. Sections Twenty-Five A and Twenty-Six D of the Franchise Agreement are 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. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.”

4. The following language is removed from section Twenty-Six D of the Franchise Agreement:

“A substantial portion of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Palm Beach County, Florida.”

5. The Franchise Agreement is amended by adding Section Twenty-Six J that reads as follows:

“Any acknowledgments or representations of the franchisee made in the franchise agreement which disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Franchise Law are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.”

6. 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.

Signatures on following page.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

IA Franchising, LLC

By: _____
Print Name/Title: _____
Date: _____

Franchisee:

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

STATE OF MINNESOTA

ADDENDUM TO FRANCHISE AGREEMENT

In consideration of the execution of the foregoing Franchise Agreement with IA Franchising, LLC, the Franchisee hereby acknowledges that:

1. Section Two E of the Franchise Agreement is amended by adding the following language:

“The general release that is required as a condition of a renewal, sale, or transfer of the franchise shall not apply to liability of the franchisor under the Minnesota Franchisor Act, MINN STAT §80C.01-22.”

2. New subsection E is added to Section Sixteen of the Franchise Agreement which states:

“Minnesota Law provides franchisees with certain termination and non-renewal rights. Minn. Stat. Sec. 80C. 14, Subd. 3, 4, and 5 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. Sections Twenty-Five A and Twenty-Six D of the Franchise Agreement is amended by adding the following language:

“Minn. Stat. 80C21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside of Minnesota. In addition, nothing in the Disclosure Document or this Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights as provided for by the laws of the jurisdiction.”

4. The Franchisor will protect the Franchisee’s rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

5. Minnesota considers it unfair to not protect the Franchisee’s right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

6. New subsection F is added to Section Twenty-Three of the Franchise Agreement which states:

“Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17 more than three (3) years after the cause of action accrues. Minn. Stat. §80C.17, Subd. 5.”

7. 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.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

IA Franchising, LLC

By: _____
Print Name/Title: _____
Date: _____

Franchisee:

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

STATE OF NORTH DAKOTA

ADDENDUM TO FRANCHISE AGREEMENT

In consideration of the execution of the foregoing Franchise Agreement with IA Franchising, LLC, the Franchisee hereby acknowledges that:

1. Section Two E of the Franchise Agreement is amended by the following:

“The Commissioner has determined that franchise agreements which require the franchisee to sign a general release upon renewal of the franchise agreement is unfair, unjust, and inequitable with the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.”

2. Section Seventeen F of the Franchise Agreement is amended by the addition of the following language to the original language that appears therein:

“Covenants not to compete upon termination or expiration of a franchise agreement are generally considered unenforceable in the State of North Dakota.”

3. Sections Twenty-Five A and Twenty-Six D of the Franchise Agreement is amended by the addition of the following language to the original language that appears therein:

“Any provision that provides that the parties waive their right to claim punitive, exemplary, incidental, indirect, special, or consequential damages or any provision that provides that parties waive their right to a jury trial may not be enforceable under North Dakota Law.”

4. The Commissioner has determined that franchise agreements which provide that parties agree to the arbitration of disputes at a location that is remote from the site of the franchisee’s business are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

5. Section 51-19-09 of the North Dakota Franchise Investment Law provides that any provision in a franchise agreement requires that jurisdiction or venue in a forum outside of North Dakota is void with respect to any cause of action which is otherwise enforceable in North Dakota.

6. Section Twenty-Six E of the Franchise Agreement is amended by substituting State of North Dakota for State of Florida as the applicable law.

Signatures on following page.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

IA Franchising, LLC

By: _____
Print Name/Title: _____
Date: _____

Franchisee:

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

STATE OF RHODE ISLAND

ADDENDUM TO FRANCHISE AGREEMENT

In consideration of the execution of the foregoing Franchise Agreement with IA Franchising, LLC, the Franchisee hereby acknowledges that:

- 1. Section Twenty-Five of the Franchise Agreement shall be amended to add a new subsection G that states:

“§19-28.1-21 (a) A person who violates any provision of this act is liable to the franchisee for damages, costs, and attorneys and experts’ fees. In the case of a violation of §§19-28.1-5, 19-28.1-8, or 19-28.1-17(1)-(5), the franchisee may also sue for rescission. No person shall be liable under this section if the defendant proves that the plaintiff knew the facts concerning the violation. (b) Every person who directly or indirectly controls a person liable under this section, every principal executive officer or director of the liable person, every person occupying a similar status or performing similar functions, and every agent or employee of a liable person, who materially aids in the act or transaction constituting the violation, is also liable jointly and severally with and to the same extent as the person liable under this section, unless the agent, employee, officer, or director proves he or she did not know, and in the exercise of reasonable care could not have known of the existence of the fact by reason of which the liability is alleged to exist.”

- 2. Section Twenty-Six D shall be amended to add the following: §19-28.1-14 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.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

IA Franchising, LLC

Franchisee:

By: _____
Print Name/Title: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

STATE OF VIRGINIA

ADDENDUM TO FRANCHISE AGREEMENT

In consideration of the execution of the foregoing Franchise Agreement with IA Franchising, LLC, the Franchisee hereby acknowledges that:

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

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

IA Franchising, LLC

By: _____
Print Name/Title: _____
Date: _____

Franchisee:

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

STATE OF WASHINGTON

ADDENDUM TO FRANCHISE AGREEMENT AND RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.
2. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. In any arbitration involving a franchise purchased in Washington, the arbitration or mediation site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the 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.
4. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
5. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
7. The franchisee may terminate the franchise agreement under any grounds permitted under state law.
8. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.
9. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).
11. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.
12. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.
13. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.
14. 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 provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.
15. 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.
16. 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.
17. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).
18. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

19. Section Six Y of the Franchise Agreement is amended to add the following language:

“Franchisees have no obligation to indemnify or hold harmless an indemnified party for losses to the extent that they are determined to have been caused solely and directly by the indemnified party’s negligence, willful misconduct, strict liability, or fraud.”

20. Sections Eighteen A.i, Eighteen A.ii, Eighteen C, Twenty I, and Twenty J of the Franchise Agreement do not apply in Washington.

21. Section Eighteen A.iii of the Franchise Agreement is replaced in its entirety with the following language:

“This Agreement therefore contains the entire agreement between the parties.”

22. Section Twenty C of the Franchise Agreement is replaced in its entirety with the following language:

“You acknowledge that IA, in giving advice to and assisting You in establishing the Business (including but without prejudice to the generality of the foregoing recommending equipment and materials, and the assessment of Your suitability) bases its advice and recommendations on experience actually obtained in practice.”

23. Section Twenty E of the Franchise Agreement is amended by removing the following language:

“You acknowledge that You have been advised by IA to obtain independent legal advice before executing this Agreement.”

24. Section Twenty H of the Franchise Agreement is replaced in its entirety with the following language:

“NO PERSON IS AUTHORIZED TO GIVE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN OR INCORPORATED IN THIS FRANCHISE AGREEMENT”

25. Section Twenty-Six J of the Franchise Agreement is amended by removing the following language:

“NO OTHER AGREEMENTS, WRITTEN OR ORAL, SHALL BE DEEMED TO EXIST, AND ALL PRIOR AGREEMENTS AND UNDERSTANDINGS HEREBY. THIS AGREEMENT SHALL NOT BE BINDING UPON FRANCHISOR.”

Signatures on following page.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

IA Franchising, LLC

By: _____
Print Name/Title: _____
Date: _____

Franchisee:

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

STATE OF WISCONSIN

ADDENDUM TO FRANCHISE AGREEMENT

In consideration of the execution of the foregoing Franchise Agreement with IA Franchising, LLC, the Franchisee hereby acknowledges that:

- 1. THE WISCONSIN FAIR DEALERSHIP LAW SUPERSEDES ANY PROVISIONS OF THE FRANCHISE AGREEMENT INCONSISTENT WITH SAID LAW. WISCONSIN FAIR DEALERSHIP LAW, CHAPTER 135, 1973.
2. The Franchisor shall provide Franchisee at least 90 days prior written notice of termination, cancellation, non-renewal, or substantial change in competitive circumstances, and Franchisee shall have 60 days in which to rectify any claimed deficiency.
3. The above notice provision shall not apply if the reason for termination, cancellation, or non-renewal is insolvency, the occurrence of any assignment for the benefit of creditors, or bankruptcy.
4. Section Sixteen – Termination: In accordance with the State of Wisconsin Fair Dealership Laws, the Franchisor, directly or through any officer, agent, or employee, may terminate, cancel, fail to renew, or substantially change the competitive circumstances of the franchise agreement with good cause.
5. Section Seventeen – Consequences of Termination: In the event the Franchise granted herein is terminated by the Franchisor, as provided for above, then at the option of the Franchisee, the Franchisor shall repurchase all inventory sold by it to the Franchisee for resale under this Agreement at the fair, wholesale market value of such items.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

IA Franchising, LLC

Franchisee:

By:
Print Name/Title:
Date:

Signature:
Print Name:
Date:

Corporate Name (If Applicable):

By:
Print Name/Title:
Date:

SCHEDULE A TO FRANCHISE AGREEMENT

INTELLIGENT ASSISTANT FURNITURE FIXTURE AND EQUIPMENT PACKAGE UNITED STATES 2025-26

DESKS

These desks have a modern, sleek design to complement your Intelligent Assistant Center. The desks have a high-pressure laminated top and metal legs for a solid work area. These desks will give your members plenty of workspace.

HEIGHT ADJUSTABLE DESKS

A sampling of height-adjustable desks will be included to give your members an opportunity to take their workstation to new heights. The full-size desk quickly adjusts from sitting to standing with the push of a button and still allows plenty of workspace to manage a constantly moving workday.

STUDIO CHAIRS

These adjustable ergonomic chairs provide the comfort and support needed to stay focused. These modern chairs will be used in the offices, open workspace desks, and conference rooms. They can also be easily moved around your Center for events, meetings, or training opportunities.

FILE CABINETS

You will receive an initial quantity of file cabinets to be used throughout your Center. The cabinets offer soft-closing drawers and space for letter and legal-size folders. Each cabinet also comes with a lock and key for your members' privacy and security.

CONFERENCE ROOM TABLES

The conference room tables match the sleek modern design of the office. They are a great fit for your Center and are provided for members to utilize for meetings or gatherings. These tables will have power and charging ports built into the top of the tables for easy access during your members' meetings and presentations.

LOUNGE AREA

The thoughtfully designed lounge area offers modern, ergonomic seating for members and guests. It provides a comfortable area to greet guests, have an informal meeting, or take a short break.

RECEPTION DESK COMPUTER AND SEATING

A desktop computer and dual monitors will be provided at the reception desk along with comfortable seating. This computer will be used daily by your Intelligent Assistant for new member account creation, billing, and working in the Workspace Management Software.

AUDIO-VISUAL PRESENTATION PACKAGE

A very important part of any Intelligent Assistant Center is the audio-visual presentation equipment. You will have smart TVs and A/V equipment in each of your conference rooms, which will also be equipped with screen-sharing devices, a camera for video conferencing, and all necessary mounts and cabling. A large smart TV will be provided for your presentation area, along with a rack system, pendant speakers, screen-sharing technology, microphones, an amplifier, and all other necessary equipment for a complete presentation system.

LAPTOP

Your laptop will be installed with Microsoft Office® so you or your Owner/Center Manager can start business operations right away.

TECHNOLOGY SYSTEM PACKAGE

Dependable internet is crucial for any business, but especially for your Intelligent Assistant franchise. The technology system package includes switches to accelerate reliable and secure connectivity for business networks, network routers, and a license that raises the bar for wireless performance and efficiency. A firewall for a complete suite of unified security controls, patch cables, and access point installation and configuration have been designed to ensure your members have reliable connectivity. (Monthly Internet and inside cabling are not included)

CUSTOMER RELATIONSHIP MANAGEMENT SOFTWARE

This web-based Customer Relationship Management (“CRM”) software is used to track leads, manage workflow, send automated responses, and measure sales activity.

WORKSPACE MANAGEMENT SOFTWARE

The Workspace Management Software (“WMS”) is utilized to manage your Center, memberships, and billings quickly and accurately. The WMS system is used for a variety of business functions, including sending invoices, tracking members and their usage/renewals, and reporting to measure essential key performance indicators.

INTERIOR SIGNAGE

A substantial Intelligent Assistant sign will be custom designed and installed behind your reception desk for immediate brand recognition.

MARKETING MATERIALS

Your Center will receive a variety of printed marketing materials such as business cards, rate rack cards, and promo sheets. You will also receive a banner stand and table cover for display at marketing events you attend. Intelligent Assistant pens and promotional stickers are great giveaways for marketing your business.

MARKETING PACKAGE

The marketing package is a comprehensive package which incorporates various channels to reach your target market and drive tours to your Center. This package includes the initial set up and management of your website, set up of and regular posting to your location-specific social media pages, set up and management of your online business listings, and your marketing launch: pay-per-click, display retargeting, geofencing hyperlocal banner advertising, and local PR. Additionally, this package covers the internal/external photography and promotional video of your Center.

****EXTERIOR SIGNAGE**

An Intelligent Assistant sign will proudly be displayed on the exterior of your Center. The sign is constructed of the finest materials and will serve as a tremendous advertisement for your business. (Signage is based off a budgeted amount. If something larger is needed, the franchisee is responsible for the difference)

SHIPPING, DELIVERY, ETC

Shipping, delivery, and installation are included.

Total \$125,000*

*** Plus tax for all equipment and furnishings.**

*Schedule A is a preliminary amount based off a 2,500 square foot Center. Since all Centers are different, every Schedule A package and price will be customized.

**All interior and exterior signs may be subject to approval by local municipal authorities and landlords. If changes are required, IA Franchising, LLC will order signs to conform to landlord and municipal authority requirements.

Because we are constantly improving our products and equipment, we reserve the right to revise, change and/or substitute product features, dimensions, specifications, and designs without notice to improve our stores' capabilities and quality. Prices are subject to change without notice.

Due to fluctuating market conditions the products and pricing of the package contents are subject to change. We will make every effort to notify you of these changes during the course of your project for timely confirmation.

SCHEDULE B TO FRANCHISE AGREEMENT

ASSIGNMENT OF TELEPHONE NUMBERS, DOMAIN NAMES AND EMAIL ADDRESSES

This assignment shall be effective as of the date of termination of the Franchise Agreement entered into between IA Franchising, LLC, d/b/a Intelligent Assistant (“IA”) and _____ (“Franchisee”). Franchisee hereby irrevocably assigns to IA or its designee the telephone number or numbers and listings, domain names and email addresses issued to Franchisee with respect to each and all of Franchisee’s Intelligent Assistant businesses. Franchisee agrees to pay all amounts, whether due and payable or not, that any domain name registry (“Registry”) or internet service provider (“ISP”) may require in connection with such transfer. This assignment is for collateral purposes only and IA shall have no liability or obligation of any kind whatsoever arising from this assignment, unless IA desires to take possession and control over the telephone numbers, domain names and email addresses.

IA is hereby authorized and empowered upon termination of the Franchise Agreement and without any further notice to Franchisee to notify the telephone company, as well as any other company that publishes telephone directories (“telephone companies”), the Registry and the ISP to transfer the telephone numbers, domain names and email addresses to IA or such other person or firm as is designated by IA. In furtherance thereof, Franchisee hereby grants an irrevocable power of attorney to IA and appoints IA as its attorney-in-fact to take any necessary actions to assign the telephone numbers, domain names and email addresses including but not limited to, executing any forms that the telephone companies, the Registry or the ISP may require to effectuate the assignment. This assignment is also for the benefit of the telephone companies, the Registry and the ISP and the telephone companies, the Registry and the ISP may accept this assignment and IA’s instructions as conclusive evidence of IA’s rights in the telephone numbers, domain names and email addresses and IA’s authority to direct the amendment, termination or transfer of the telephone numbers, domain names and email addresses as if they had originally been issued to IA. In addition, Franchisee agrees to hold the telephone companies, the Registry and the ISP harmless from any and all claims against them arising out of any actions or instructions by IA regarding the telephone numbers, domain names and email addresses.

IA Franchising, LLC

By: _____
Print Name/Title: _____
Date: _____

Franchisee:

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

SCHEDULE C TO FRANCHISE AGREEMENT

**ELECTRONIC FUNDS TRANSFER AUTHORIZATION
TO HONOR CHARGES DRAWN BY AND PAYABLE TO
IA FRANCHISING, LLC
("PAYEE")**

The undersigned Depositor hereby authorizes and requests the Depository designated below to honor and to charge to the following designated account, checks, and electronic debits (collectively, "debits") drawn on such account which are payable to the above named Payee. It is agreed that Depository's rights with respect to each such debit shall be the same as if it were a check drawn and signed by Depositor. It is further agreed that if any such debt is not honored, whether with or without cause and whether intentionally or inadvertently, Depository shall be under no liability whatsoever. This authorization shall continue in force until Depository and Payee have received at least thirty (30) days written notification from Depositor of its termination.

The Depositor agree with respect to any action taken pursuant to the above authorization:

- (1) To indemnify the Depository and hold it harmless from any loss it may suffer resulting from or in connection with any debit, including, without limitation, execution and issuance of any check, draft or order, whether or not genuine, purporting to be authorized or executed by the Payee and received by the Depository in the regular course of business for the purpose of payment, including any costs or expenses reasonably incurred in connection therewith.
- (2) To indemnify Payee and the Depository for any loss arising in the event that any such debit shall be dishonored, whether with or without cause and whether intentionally or inadvertently.
- (3) To defend at Depositor's own cost and expense any action which might be brought by a depositor or any other persons because of any actions taken by the Depository or Payee pursuant to the foregoing request and authorization, or in any manner arising by reason of the Depository's or Payee's participation therein.

Name of Depository: _____

Name of Depositor: _____

Designated Bank Acct.: _____
(Please attach one voided check for the above account)

Franchise Location: _____

Location #: _____

Address: _____

Phone #: _____ Fax #: _____

Name of Franchisee/Depositor (please print): _____

By: _____
Signature and Title of Authorized Representative

Date: _____

SCHEDULE D TO FRANCHISE AGREEMENT

PROTECTED SEARCH AREA

Unless you and we have determined a site for the Center, the temporary “Protected Search Area” set forth in Article 1.C of the Franchise Agreement shall be the geographic area described below:

SCHEDULE E TO FRANCHISE AGREEMENT

LOCATION ACCEPTANCE LETTER

To: _____

This Location Acceptance Letter is issued by IA Franchising, LLC for your Intelligent Assistant® franchise in accordance with One(C) of the Franchise Agreement.

1. The Premises address of the Business is:

2. The Designated Territory issued by IA Franchising, LLC for your Intelligent Assistant® franchise in accordance with One(D) of the Franchise Agreement is:

IA Franchising, LLC

By: _____

Print Name/Title: _____

Date: _____

SCHEDULE F TO FRANCHISE AGREEMENT

OWNERS AGREEMENT

As a condition to the execution by IA Franchising, LLC (“we” or “us”), of a Franchise Agreement with _____ (“Franchisee”), each of the undersigned individuals (“Owners”), who constitute all of the owners of a direct or indirect beneficial interest in Franchisee covenant and agree to be bound by this Owners Agreement (“Owners Agreement”).

1. Acknowledgments.

1.1 **Franchise Agreement.** Franchisee entered into a franchise agreement with us effective as of _____ (“Franchise Agreement”). Capitalized words not defined in this Owners Agreement will have the same meanings ascribed to them in the Franchise Agreement.

1.2 **Role of Owners.** Owners are the beneficial owners of all of the equity interest, membership interest, or other equity controlling interest in Franchisee and acknowledge there are benefits received and to be received by each Owner, jointly and severally, and for themselves, their heirs, legal representatives and assigns. Franchisee’s obligations under the Franchise Agreement, including the confidentiality and non-compete obligations, would be of little value to us if Franchisee’s owners were not bound by the same requirements. Under the provisions of the Franchise Agreement, Owners are required to enter into this Owners Agreement as a condition to our entering into the Franchise Agreement with Franchisee. Owners will be jointly and severally liable for any breach of this Owners Agreement.

2. Non-Disclosure and Protection of Confidential Information.

2.1 **Confidentiality.** Under the Franchise Agreement, we will provide Franchisee with specialized training, proprietary trade secrets, and other Confidential Information relating to the establishment and operation of a franchised business. The provisions of the Franchise Agreement governing Franchisee’s non-disclosure obligations relating to our Confidential Information are hereby incorporated into this Owners Agreement by reference, and Owners agree to comply with each obligation as though fully set forth in this Owners Agreement as a direct and primary obligation of Owners. Further, we may seek the same remedies against Owners under this Owners Agreement as we may seek against Franchisee under the Franchise Agreement. Any and all information, knowledge, know-how, techniques, and other data, which we designate as confidential, will also be deemed Confidential Information for purposes of this Owners Agreement.

2.2 **Immediate Family Members.** Owners acknowledge that they could circumvent the purpose of Section 2.1 by disclosing Confidential Information to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). Owners also acknowledge that it would be difficult for us to prove whether Owners disclosed the Confidential Information to family members. Therefore, each Owner agrees that he or she will be presumed to have violated the terms of Section 2.1 if any member of his or her immediate family uses or discloses the Confidential Information or engages in any activities that would constitute a violation of the covenants listed in Section 3, below, if performed by Owners. However, Owners may rebut this presumption by furnishing evidence conclusively showing that Owners did not disclose the Confidential Information to the family member.

3. Covenant Not To Compete and To Not Solicit.

3.1 Non-Competition and Non-Solicitation During and After the Term of the Franchise Agreement. Owners acknowledge that as a participant in our system, they will receive proprietary and confidential information and materials, trade secrets, and the unique methods, procedures and techniques which we have developed. The provisions of the Franchise Agreement governing Franchisee's restrictions on competition and solicitation both during the term of the Franchise Agreement and following the expiration or termination of the Franchise Agreement are hereby incorporated into this Owners Agreement by reference, and Owners agree to comply with and perform each such covenant as though fully set forth in this Owners Agreement as a direct and primary obligation of Owners. Further, we may seek the same remedies against Owners under this Owners Agreement as we may seek against Franchisee under the Franchise Agreement.

3.2 Construction of Covenants. The parties agree that each such covenant related to non-competition and non-solicitation will be construed as independent of any other covenant or provision of this Owners Agreement. If all or any portion of a covenant referenced in this Section 3 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a final decision to which we are a party, Owners agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 3.

3.3 Our Right to Reduce Scope of Covenants. Additionally, we have the right, in our sole discretion, to unilaterally reduce the scope of all or part of any covenant referenced in this Section 3 of this Owners Agreement, without Owners' consent (before or after any dispute arises), effective when we give Owners written notice of this reduction. Owners agree to comply with any covenant as so modified.

4. Guarantee.

4.1 Payment. Owners will pay us (or cause us to be paid) all monies payable by Franchisee under the Franchise Agreement on the dates and in the manner required for payment in the relevant agreement.

4.2 Performance. Owners unconditionally guarantee full performance and discharge by Franchisee of all of Franchisee's obligations under the Franchise Agreement on the date and times and in the manner required in the relevant agreement.

4.3 Indemnification. Owners will indemnify, defend and hold harmless us, all of our affiliates, and the respective shareholders, directors, partners, employees, and agents of such entities, against and from all losses, damages, costs, and expenses which we or they may sustain, incur, or become liable for by reason of: (a) Franchisee's failure to pay the monies payable (to us or any of our affiliates) pursuant to the Franchise Agreement, or to do and perform any other act, matter, or thing required by the Franchise Agreement; or (b) any action by us to obtain performance by Franchisee of any act, matter, or thing required by the Franchise Agreement.

4.4 No Exhaustion of Remedies. Owners acknowledge and agree that we will not be obligated to proceed against Franchisee or exhaust any security from Franchisee or pursue or exhaust any remedy, including any legal or equitable relief against Franchisee, before proceeding to enforce the obligations of the Owners as guarantors under this Owners Agreement, and the enforcement of such obligations can take place before, after, or contemporaneously with, enforcement of any of Franchisee's debts or obligations under the Franchise Agreement.

4.5 Waiver of Notice. Without affecting Owners' obligations under this Section 4, we can extend, modify, or release any of Franchisee's indebtedness or obligation, or settle, adjust, or compromise any claims against Franchisee, all without notice to the Owners. Owners waive notice of amendment of the Franchise Agreement and notice of demand for payment or performance by Franchisee.

4.6 Effect of Owner's Death. Upon the death of an Owner, the estate of such Owner will be bound by the obligations in this Section 4, but only for defaults and obligations hereunder existing at the time of death; and the obligations of any other Owners will continue in full force and effect.

5. Transfers.

Owners acknowledge and agree that we have granted the Franchise Agreement to Franchisee in reliance on Owners' business experience, skill, financial resources and personal character. Accordingly, Owners agree not to sell, encumber, assign, transfer, convey, pledge, merge or give away any direct or indirect interest in this Franchisee, unless Owners first comply with the sections in the Franchise Agreement regarding transfers. Owners acknowledge and agree that any attempted transfer of an interest in Franchisee requiring our consent under the Franchise Agreement for which our express written consent is not first obtained will be a material breach of this Owners Agreement and the Franchise Agreement.

6. Notices.

6.1 Method of Notice. Any notices given under this Owners Agreement shall be in writing and delivered in accordance with the provisions of the Franchise Agreement.

6.2 Notice Addresses. Our current address for all communications under this Owners Agreement is:

IA Franchising, LLC
2121 Vista Parkway
West Palm Beach, FL 33411

The current address of each Owner for all communications under this Owners Agreement is designated on the Statement of Ownership, attached to this Owners Agreement as Attachment A. Any party may designate a new address for notices by giving written notice to the other parties of the new address according to the method set forth in the Franchise Agreement.

7. Enforcement of This Owners Agreement.

7.1 Dispute Resolution. Any claim or dispute arising out of or relating to this Owners Agreement shall be subject to the dispute resolution provisions of the Franchise Agreement. This agreement to engage in such dispute resolution process shall survive the termination or expiration of this Owners Agreement.

7.2 Choice of Law; Jurisdiction and Venue. This Owners Agreement and any claim or controversy arising out of, or relating to, any of the rights or obligations under this Owners Agreement, and any other claim or controversy between the parties, will be governed by the choice of law and jurisdiction and venue provisions of the Franchise Agreement.

7.3 Provisional Remedies. We have the right to seek from an appropriate court any provisional remedies, including temporary restraining orders or preliminary injunctions to enforce Owners' obligations under this Owners Agreement. Owners acknowledge and agree that there is no adequate remedy at law for

Owners' failure to fully comply with the requirements of this Owners Agreement. Owners further acknowledge and agree that, in the event of any noncompliance, we will be entitled to temporary, preliminary, and permanent injunctions and all other equitable relief that any court with jurisdiction may deem just and proper. If injunctive relief is granted, Owners' only remedy will be the court's dissolution of the injunctive relief. If the injunctive relief was wrongfully issued, Owners expressly waive all claims for damages they incurred as a result of the wrongful issuance.

8. Miscellaneous.

8.1 No Other Agreements. This Owners Agreement constitutes the entire, full and complete agreement between the parties, and supersedes any earlier or contemporaneous negotiations, discussions, understandings or agreements. There are no representations, inducements, promises, agreements, arrangements, or undertakings, oral or written, between the parties relating to the matters covered by this Owners Agreement, other than those in this Owners Agreement. No other obligations, restrictions or duties that contradict or are inconsistent with the express terms of this Owners Agreement may be implied into this Owners Agreement. Except for unilateral reduction of the scope of the covenants permitted in Section 3.3 (or as otherwise expressly provided in this Owners Agreement), no amendment, change or variance from this Owners Agreement will be binding on either party unless it is mutually agreed to by the parties and executed in writing. Time is of the essence.

8.2 Severability. Each provision of this Owners Agreement, and any portions thereof, will be considered severable. If any provision of this Owners Agreement or the application of any provision to any person, property or circumstances is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Owners Agreement will be unaffected and will still remain in full force and effect. The parties agree that the provision found to be invalid or unenforceable will be modified to the extent necessary to make it valid and enforceable, consistent as much as possible with the original intent of the parties (i.e. to provide maximum protection for us and to effectuate the Owners' obligations under the Franchise Agreement), and the parties agree to be bound by the modified provisions.

8.3 No Third Party Beneficiaries. Nothing in this Owners Agreement is intended to confer upon any person or entity (other than the parties and their heirs, successors and assigns) any rights or remedies under or by reason of this Owners Agreement.

8.4 Construction. Any term defined in the Franchise Agreement which is not defined in this Owners Agreement will be ascribed the meaning given to it in the Franchise Agreement. The language of this Owners Agreement will be construed according to its fair meaning, and not strictly for or against either party. All words in this Owners Agreement refer to whatever number or gender the context requires. If more than one party or person is referred to as you, their obligations and liabilities must be joint and several. Headings are for reference purposes and do not control interpretation

8.5 Binding Effect. This Owners Agreement may be executed in counterparts, and each copy so executed and delivered will be deemed an original. This Owners Agreement is binding on the parties and their respective heirs, executors, administrators, personal representatives, successors and (permitted) assigns.

8.6 Successors. References to "Franchisor" or "the undersigned," or "you" include the respective parties' heirs, successors, assigns or transferees.

8.7 Nonwaiver. Our failure to insist upon strict compliance with any provision of this Owners Agreement shall not be a waiver of our right to do so. Delay or omission by us respecting any breach or

default shall not affect our rights respecting any subsequent breaches or defaults. All rights and remedies granted in this Owners Agreement shall be cumulative.

8.8 No Personal Liability. You agree that fulfillment of any and all of our obligations written in the Franchise Agreement or this Owners Agreement, or based on any oral communications which may be ruled to be binding in a court of law, shall be our sole responsibility and none of our owners, officers, agents, representatives, nor any individuals associated with us shall be personally liable to you for any reason.

8.9 Owners Agreement Controls. In the event of any discrepancy between this Owners Agreement and the Franchise Agreement, this Owners Agreement shall control.

IN WITNESS WHEREOF, the parties have entered into this Owners Agreement as of the effective date of the Franchise Agreement.

Owners:

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

IA Franchising, LLC hereby accepts the agreements of the Owner(s) hereunder.

IA Franchising, LLC

By: _____
Print Name/Title: _____
Date: _____

Owners:

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

SCHEDULE G TO FRANCHISE AGREEMENT

FRANCHISEE’S RATIFICATION

In consideration of the execution of the foregoing Franchise Agreement with IA Franchising, LLC (“IA”), the Franchisee hereby acknowledges that:

I have read and understood the foregoing Franchise Agreement and understand that if I do not understand any terms of the Franchise Agreement, or if I do not understand any terms of the Franchise Disclosure Document, I have the right to have my own attorney explain any terms of this Agreement to me.

IA ENCOURAGES YOU TO SEEK THE ADVICE OF ANY ATTORNEY PRIOR TO SIGNING THE FRANCHISE AGREEMENT.

I understand that although IA will provide assistance and advice, as outlined in the Franchise Agreement, IA cannot guarantee my success as an Intelligent Assistant franchisee, and my earnings as an Intelligent Assistant franchisee will be primarily dependent upon MY INDIVIDUAL EFFORTS in operating my Center.

I acknowledge that neither IA nor any of its directors, officers, agents, or employees have made any claims or representations whatsoever regarding potential revenues, earnings, or profits, that an Intelligent Assistant franchisee will achieve as the owner of a Center. I represent that I have entered into the Franchise Agreement without relying upon any claim or representation not contained in the Disclosure Document, and to do so would be unreasonable. I understand that IA is relying upon my representations in making its decision to grant the Franchise.

While IA has offered assistance, I UNDERSTAND THAT I AM ASSUMING FULL RESPONSIBILITY FOR, AND HAVE HAD THE FINAL ULTIMATE APPROVAL OF, THE SITE SELECTED AND THE LEASE EXECUTED FOR THAT SITE. I further understand that I have the right to have my own attorney review the Lease and explain to me any provisions of the Lease.

Executed this _____ day of _____, 202_.

Franchisee –

Franchisee –

*A corporation organized under the Laws of the
State of _____.*

EXHIBIT B

DEPOSIT RECEIPT



DEPOSIT RECEIPT

By this Receipt, **IA Franchising, LLC** acknowledges that it has received a Franchise Deposit (hereinafter “the Deposit”) of **\$9,500 (USD)** from:

Name: _____
Address: _____

together with an application for an **Intelligent Assistant** Franchise Agreement.

We’ve reviewed your personal profile within our offices and would be pleased to move forward, including assisting you in assessing potential locations for your Intelligent Assistant Center. The fee covers the following items IA requires before awarding a franchise:

1. Your initial financial approval & review, if necessary;
2. A market Survey for your Region; and
3. Final franchise approval by IA once the above events are completed.

You will have a period of 120 days from the date you pay us the Deposit to enter into a Franchise Agreement with us, unless IA agrees to a different period of time with you in a separately executed agreement. If you do not enter into a Franchise Agreement with us within that time period and did not provide the request for refund above before that time, the Deposit shall be non-refundable.

Thank you for your sincere interest in entering into an Intelligent Assistant Franchise Agreement. We believe we have assembled the best products, support staff, and system in our industry. We look forward to providing this to you and welcoming you into our franchise system.

Sincerely,

IA Franchising, LLC

Candidate

By: _____

Signature: _____

Print Name/Title: _____

Print Name: _____

Date: _____

Date: _____

EXHIBIT C

MULTI-UNIT DEVELOPMENT AGREEMENT AND APPLICABLE STATE ADDENDA

DATED _____ 202__

IA Franchising, LLC

And

INTELLIGENT ASSISTANT MULTI-UNIT DEVELOPMENT AGREEMENT

MULTI-UNIT DEVELOPMENT AGREEMENT

Between:

IA Franchising, LLC, a Florida limited liability company, doing business as Intelligent Assistant, whose registered office is at 2121 Vista Parkway, West Palm Beach, Florida 33411, (hereinafter referred to as “**IA**”) and _____ whose registered office is at _____ and whose home address is _____, (“**Developer**”).

Background Statement: On the same day as they execute this Multi-Unit Development Agreement (this “**MUDA**”), IA and Developer have entered into a franchise agreement (the “**Franchise Agreement**”) for the franchise of an Intelligent Assistant Business (referred to in this MUDA as “**Business #1**”); capitalized terms used but not defined in this MUDA have the meanings given in the Franchise Agreement). IA and Developer desire that Developer develop multiple Intelligent Assistant businesses.

1. **Multi-Unit Commitment.**

(a) **Development Schedule and Fee.** Developer shall develop and open the cumulative number of Intelligent Assistant locations according to the schedule attached hereto as Exhibit A (the “**Development Schedule**”)

(b) **Payment.** For Business #1, Developer shall pay the initial franchise fee as set forth in the Franchise Agreement for such Business. Additionally, Developer shall pay development fee upon execution of this MUDA for the right to open multiple Intelligent Assistant Businesses as set forth in the above schedule. The development fee shall be equal to \$49,500 for the first franchised business, plus an additional \$25,000 multiplied by the number of additional Businesses which the Developer desires to develop. For each additional Business, Developer shall also pay each individual Franchise Fee (amount set forth in Exhibit A) to IA upon execution of the Franchise Agreement for each additional Business. All Franchise Fees and the Development Fee are non-refundable.

(c) **Development Area.** Developer shall locate each Intelligent Assistant location it develops under this Agreement within the area shown on Exhibit B (the “**Development Area**”). Developer acknowledges that it does not have exclusive rights to develop, open or operate Intelligent Assistant locations in the Development Area, except that if Developer agrees to open an operate more than three (3) Intelligent Assistant locations in its Development Schedule, and so long as Developer is not in default as more fully described in Section 3, then Developer shall have exclusive rights to develop, own and operate its Intelligent Assistant locations in the Development Area.

2. **Form of Agreement.** For Business #1, Developer and IA have executed the Franchise Agreement simultaneously with this MUDA. For each additional Intelligent Assistant franchise, Developer shall execute IA’s then-current standard form of franchise agreement and the individual Franchise Fee no later than which the date which Developer executes a Lease of an approved Premises for that additional franchised Business. Developer is in all cases required to obtain IA’s prior approval of a location prior to entering into a lease or acquiring such location. This MUDA does not give Developer the right to construct, open, or operate an Intelligent Assistant Business without authorization from IA, and Developer acknowledges that Developer may construct, open, and operate each Intelligent Assistant Business only pursuant to a separate franchise agreement executed pursuant to this MUDA for each such Intelligent Assistant Business.

3. **Term of Development Agreement.** Unless earlier terminated pursuant to Section 4 of this Agreement, this Agreement shall expire upon the earlier of (i) the date specified in the Development Schedule or (ii) upon the opening of the last Center listed in the Development Schedule.

4. **Default and Termination.** IA may terminate this MUDA by giving notice (as defined in the Franchise Agreement) to Developer, with no opportunity to cure, if any of the following defaults occur:

- (i) Developer fails to satisfy the development schedule; or
- (ii) IA has the right to terminate any franchise agreement between IA and Developer (or any affiliate thereof) due to Developer's default thereunder (whether or not IA actually terminates such franchise agreement).

5. **Limitation of Liability.** Developer's commitment to develop Intelligent Assistant Businesses is in the nature of an option only. If IA terminates this MUDA for Developer's default, Developer shall not be liable to IA for lost future revenues or profits from the unopened Intelligent Assistant Businesses.

6. **Conditions.** Developer's right to develop each Intelligent Assistant franchise after Business #1 is subject to the following:

- (i) Developer must possess sufficient financial and organizational capacity to develop, open, operate, and manage each additional Intelligent Assistant business, in the reasonable judgment of IA, and
- (ii) Developer must be in full compliance with all brand requirements at its open Intelligent Assistant businesses, and not in default under any Franchise Agreement or any other agreement with IA.

7. **Dispute Resolution; Miscellaneous.** The laws of the State of Florida (without giving effect to its principles of conflicts of law) govern all adversarial proceedings between the parties. The parties agree that any Florida law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this [Section 6](#). Developer shall not Transfer this MUDA without the prior written consent of IA, and any Transfer without IA's prior written consent shall be void. The provisions of Article 15 (Assignment & Resale (Sale of Business)), Article 25 (Dispute Resolution), and Article 26 (Miscellaneous) of the Franchise Agreement apply to and are incorporated into this MUDA as if fully set forth herein.

Signatures on following page.

THE PARTIES HERETO acknowledge that they have read and fully understand all of the above and foregoing. By signing below, each party agrees to abide by all of the terms and conditions contained in this Agreement.

IA Franchising, LLC

By: _____
Print Name/Title: _____
Date: _____

Developer:

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

EXHIBIT A TO MULTI-UNIT DEVELOPMENT AGREEMENT

DEVELOPMENT SCHEDULE

DEVELOPER NAME: _____

NOTICE ADDRESS: _____

Developer's rights under the Development Agreement are conditioned upon its active development of the Development Area. Developer will directly develop and operate within the Development Area, and ensure the continued operation of, not less than the following number of Intelligent Assistant Centers within the timeframes stated below:

Center No.	Deadline for Opening	Initial Franchise Fee	Development Fee	Deadline for Collection of Balance of Initial Franchise Fee	Deadline for Execution of Franchise Agreement
1					
2					
3					
4					
5					
Totals					

ACKNOWLEDGED AND AGREED TO:

IA Franchising, LLC

Developer:

By: _____

Signature: _____

Print Name/Title: _____

Print Name: _____

Date: _____

Date: _____

EXHIBIT B TO MULTI-UNIT DEVELOPMENT AGREEMENT
DEVELOPMENT AREA

The Development Area is _____.

**STATE OF ILLINOIS
ADDENDUM TO MULTI-UNIT DEVELOPMENT AGREEMENT**

In consideration of the execution of the foregoing Multi-Unit Development Agreement with IA Franchising, LLC, the Developer hereby acknowledges that:

1. Section Seven of the Multi-Unit Development Agreement, entitled “Dispute Resolution; Miscellaneous”, is hereby amended by the addition of the following language to the original language that appears therein:
 - a. “Illinois law shall apply to and govern the Multi-Unit Development Agreement.”
 - b. “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.”
 - c. “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.”
2. Developers’ right upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
3. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement; or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

IA Franchising, LLC

By: _____
Print Name/Title: _____
Date: _____

Developer:

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

**STATE OF MARYLAND
ADDENDUM TO THE MULTI-UNIT DEVELOPMENT AGREEMENT**

In consideration of the execution of the foregoing Multi-Unit Development Agreement with IA Franchising, LLC, the Developer hereby acknowledges that:

1. Section Seven of the Multi-Unit Development Agreement, entitled “Dispute Resolution; Miscellaneous”, is hereby amended by the addition of the following language to the original language that appears therein:
 - a. “A franchisee may bring a lawsuit 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.”
 - b. “Nothing in this Multi-Unit Development Agreement or any related Agreement requiring You to assent to a release, estoppel, or waiver of liability is intended to nor acts as a release, estoppel, or waiver of any liability under the Maryland Franchise Registration and Disclosure Law.”
 - c. “Any acknowledgments or representations of the franchisee made in the Multi-Unit Development agreement which disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Franchise Law are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.”

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

IA Franchising, LLC

By: _____
Print Name/Title: _____
Date: _____

Developer:

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

**STATE OF MINNESOTA
ADDENDUM TO MULTI-UNIT DEVELOPMENT AGREEMENT**

In consideration of the execution of the foregoing Multi-Unit Development Agreement with IA Franchising, LLC, the Developer hereby acknowledges that:

Section Seven of the Multi-Unit Development Agreement, entitled “Dispute Resolution; Miscellaneous”, is hereby amended by the addition of the following language to the original language that appears therein:

1. “Minnesota Law provides franchisees with certain termination and non-renewal rights. Minn. Stat. Sec. 80C. 14, Subd. 3, 4, and 5 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 Multi-Unit Development Agreement”.
2. “Minn. Stat. 80C21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside of Minnesota. In addition, nothing in the Disclosure Document or this Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights as provided for by the laws of the jurisdiction.”

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

IA Franchising, LLC

By: _____
Print Name/Title: _____
Date: _____

Developer:

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

**STATE OF NORTH DAKOTA
ADDENDUM TO MULTI-UNIT DEVELOPMENT AGREEMENT**

In consideration of the execution of the foregoing Multi-Unit Development Agreement with IA Franchising, LLC, the Developer hereby acknowledges that:

1. Section 6 of the Multi-Unit Development Agreement is amended by the addition of the following language to the original language that appears therein:
 - a. Any provision that provides that the parties waive their right to claim punitive, exemplary, incidental, indirect, special, or consequential damages or any provision that provides that parties waive their right to a jury trial may not be enforceable under North Dakota Law.
 - b. The Commissioner has determined that Multi-Unit Development agreements which provide that parties agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.
 - c. Section 51-19-09 of the North Dakota Franchise Investment Law provides that any provision in a Multi-Unit Development agreement requires that jurisdiction or venue in a forum outside of North Dakota is void with respect to any cause of action which is otherwise enforceable in North Dakota.
2. Section 6 of the Multi-Unit Development Agreement is amended by substituting State of North Dakota for State of Florida as the applicable law.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

IA Franchising, LLC

By: _____
Print Name/Title: _____
Date: _____

Developer:

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

**STATE OF RHODE ISLAND
ADDENDUM TO MULTI-UNIT DEVELOPMENT AGREEMENT**

In consideration of the execution of the foregoing Multi-Unit Development Agreement with IA Franchising, LLC, the Developer hereby acknowledges that:

1. Section Six of the Multi-Unit Development Agreement shall be amended to add a new section that states:

“G. §19-28.1-21 (a) A person who violates any provision of this act is liable to the franchisee for damages, costs, and attorneys and experts’ fees. In the case of a violation of §§19-28.1-5, 19-28.1-8, or 19-28.1-17(1)-(5), the franchisee may also sue for rescission. No person shall be liable under this section if the defendant proves that the plaintiff knew the facts concerning the violation. (b) Every person who directly or indirectly controls a person liable under this section, every principal executive officer or director of the liable person, every person occupying a similar status or performing similar functions, and every agent or employee of a liable person, who materially aids in the act or transaction constituting the violation, is also liable jointly and severally with and to the same extent as the person liable under this section, unless the agent, employee, officer, or director proves he or she did not know, and in the exercise of reasonable care could not have known of the existence of the fact by reason of which the liability is alleged to exist.”

2. Section Six of the Multi-Unit Development Agreement shall be amended to add the following:

“§19-28.1-14 A provision in a Multi-Unit Development 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.”

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

IA Franchising, LLC

By: _____
Print Name/Title: _____
Date: _____

Developer:

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

**STATE OF WASHINGTON
AMENDMENT TO MULTI-UNIT DEVELOPMENT AGREEMENT**

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.
2. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law
3. In any arbitration involving a franchise purchased in Washington, the arbitration or mediation site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the 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.
4. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
5. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
7. The franchisee may terminate the franchise agreement under any grounds permitted under state law.
8. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.
9. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).
11. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.
12. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.
13. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.
14. 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 provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.
15. 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.
16. 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.
17. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).
18. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

IA Franchising, LLC

By: _____
Print Name/Title: _____
Date: _____

Developer:

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

**STATE OF WISCONSIN
ADDENDUM TO MULTI-UNIT DEVELOPMENT AGREEMENT**

In consideration of the execution of the foregoing Multi-Unit Development Agreement with IA Franchising, LLC, the Developer hereby acknowledges that:

1. THE WISCONSIN FAIR DEALERSHIP LAW SUPERSEDES ANY PROVISIONS OF THE MULTI-UNIT DEVELOPMENT AGREEMENT INCONSISTENT WITH SAID LAW. WISCONSIN FAIR DEALERSHIP LAW, CHAPTER 135, 1973.
2. **Section Four – Default and Termination:** In accordance with the State of Wisconsin Fair Dealership Laws, the Franchisor, directly or through any officer, agent, or employee, may terminate, cancel, fail to renew, or substantially change the competitive circumstances of the Multi-Unit Development agreement with good cause. The burden of proving good cause shall be on the grantor.
3. The Franchisor shall provide Developer at least 90 days prior written notice of termination, cancellation, non-renewal, or substantial change in competitive circumstances, and Developer shall have 60 days in which to rectify any claimed deficiency. If the deficiency is rectified within 60 days, the notice shall be deemed void.
4. The above notice provision shall not apply if the reason for termination, cancellation, or non-renewal is insolvency, the occurrence of any assignment for the benefit of creditors, or bankruptcy. If the reason for termination, cancellation, non-renewal, or substantial change in competitive circumstances is nonpayment of sums due under the license, the Developer shall be entitled to written notice of such default and shall have 10 days to remedy such default from the date of delivery or posting of such notice.
5. In the event the Multi-Unit Development granted herein is terminated by the Franchisor, as provided for above, then at the option of the Developer, the Franchisor shall repurchase all inventory sold by it to the Developer for resale under this Agreement at the fair, wholesale market value of such items. Such repurchase shall be only for merchandise that has affixed or printed on it a name, trademark, label, or other mark which identifies the Franchisor.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

IA Franchising, LLC

By: _____
Print Name/Title: _____
Date: _____

Developer:

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

EXHIBIT D-1

FINANCIAL STATEMENTS



MILBERY & KESSELMAN
CERTIFIED PUBLIC ACCOUNTANTS

To Management
IA Franchising, LLC
West Palm Beach, Florida

INDEPENDENT AUDITOR'S REPORT

We have audited the accompanying financial statements of IA Franchising, LLC, which comprises the balance sheet as of July 1, 2025, and the related statement of income and member's equity, and cash flows for the period then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of IA Franchising, LLC as of July 1, 2025, and the results of its operations and its cash flows for the period then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of IA Franchising, LLC 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 IA Franchising, LLC's ability to continue as a going concern within one year after the date that the financials are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, 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 purpose of expressing an opinion on the effectiveness of IA Franchising, LLC'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 IA Franchising, LLC'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.

Milbery & Kesselman, CPAs

Milbery & Kesselman, CPAs, LLC
Fort Lauderdale, Florida
August 12, 2025

IA Franchising, LLC
Balance Sheet
July 1, 2025

ASSETS

Current Assets		
Loan Receivable - Related Party	\$	100,000
Property and Equipment, net		-
Other Assets		-
TOTAL ASSETS	\$	100,000

LIABILITIES AND MEMBER'S EQUITY

LIABILITIES		
Current Liabilities	\$	-
Long Term Liabilities		-
TOTAL LIABILITIES		-
MEMBER'S EQUITY		100,000
TOTAL LIABILITIES AND MEMBER'S EQUITY	\$	100,000

See accompanying independent auditor's report and notes to financial statements

IA Franchising, LLC
Statement of Income and Member's Equity
For the period ended July 1, 2025

Income						
	Franchise Fees		\$			-
	Cost of Goods Sold					-
	Gross Profit		\$			-
	Expenses					-
	Net Income		\$			-
	Member's Equity, May 1, 2025					-
	Member's Contributions				100,000	
	Member's Equity, July 1, 2025		\$		100,000	

See accompanying independent auditor's report and notes to financial statements

IA Franchising, LLC
Statement of Cash Flows
For the period ended July 1, 2025

Cash Flows from Operating Activities		
Net Income	\$	-
Adjustments to Reconcile Net Income to Net Cash used in Operations:		
(Increase)/ Decrease in loan receivable - related party		(100,000)
Cash used in Operating Activities		(100,000)
Cash Flows from Investing Activities		
Cash provided by Investing Activities		-
Cash Flows from Financing Activities		
Member's Contributions		100,000
Cash provided by Financing Activities		100,000
Increase in Cash		-
Beginning Balance, May 1, 2025		-
Ending Balance, July 1, 2025	\$	-

SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:

Cash paid during the year:

Interest	\$	-
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See accompanying independent auditor's report and notes to financial statements

IA Franchising, LLC
(A Limited Liability Company)

Notes to Financial Statements

Note 1 Summary of Significant Accounting Policies

Nature of business - IA Franchising, LLC (the “Company”), a Florida limited liability company was formed on May 1, 2025 and is headquartered in West Palm Beach, Florida. The Company sells franchises that allow the purchaser to operate an Intelligent Assistant® franchise which provides individuals and businesses with phone and communication services as well as administrative support services. Services are customized for each Client, to provide the Client with integrated, geographically specific telecommunications services and with reception and administrative services. The Centers also provide other business support services, in-office technology, meeting rooms and offices on hourly and daily bases, and membership packages of those services. One of the distinguishing features of our System is that we authorize each Center to use our proprietary cloud-based integrated communications and Client management system.

The Company has elected a year end of December 31.

A summary of the Company’s significant accounting policies follows:

Accounting 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 the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue recognition - Initial franchise fees are recognized as revenue when services required under the franchise agreement have been performed by the Company. Franchise royalty revenues are based on franchisees’ sales and are recognized as earned. Product and equipment revenue is recorded when legal title is transferred to the customer, generally when the product is shipped.

Accounts receivable - Trade receivables are carried at their estimated collectible amounts. Trade credit is generally extended on a short-term basis; thus trade receivables do not bear interest, although a finance charge may be applied to such receivables that are more than 30 days past due.

Credit risk - The Company performs on-going credit evaluations of each franchisee’s financial condition. Accounts receivables are principally with franchises that are secured under the franchise agreements. The franchise agreements provide the Company with certain collateral, including inventory and fixed assets. Consequently, risk of loss is considered minimal.

Long-lived assets - Long-lived assets held for use are subject to an impairment assessment if the carrying value is no longer recoverable based upon the undiscounted future cash flows of the asset. The amount of the impairment is the difference between the carrying amount and the fair value of the asset. The Company’s estimate of undiscounted cash flows indicated that such carrying amounts were expected to be recovered.

IA Franchising, LLC
(A Limited Liability Company)

Notes to Financial Statements

Note 1 Summary of Significant Accounting Policies (Continued)

Income taxes - The Company has elected to be taxed under sections of the federal and state income tax laws that provide that, in lieu of corporate income taxes, the members separately account for their pro rata shares of the Company's items of income, deduction, losses and credits. Therefore, no provision for income taxes is reflected in the Company's financial statements.

Leases - The Company recognizes and measures its leases in accordance with FASB ASC 842, *Leases*. The Company does not have any leases as of July 1, 2025. The Company determines if an arrangement is a lease, or contains a lease, at inception of a contract and when the terms of an existing contract are changed. The Company recognizes a lease liability and a right of use (ROU) asset at the commencement date of the lease. The lease liability is initially and subsequently recognized based on the present value of its future lease payments. Variable payments are included in the future lease payments when those variable payments depend on an index or a rate. The discount rate is the implicit rate if it is readily determinable or otherwise the Company uses its incremental borrowing rate. The implicit rates of our leases are not readily determinable and accordingly, we use our incremental borrowing rate based on the information available at the commencement date for all leases. The Company's incremental borrowing rate for a lease is the rate of interest it would have to pay on a collateralized basis to borrow an amount equal to the lease payments under similar terms and in a similar economic environment. The ROU asset is subsequently measured throughout the lease term at the amount of the re-measured lease liability (i.e., present value of the remaining lease payments), plus unamortized initial direct costs, plus (minus) any prepaid (accrued) lease payments, less the unamortized balance of lease incentives received, and any impairment recognized. Lease cost for lease payments is recognized on a straight-line basis over the lease term.

The Company has elected, for all underlying class of assets, to not recognize ROU assets and lease liabilities for short-term leases that have a lease term of twelve months or less at lease commencement, and do not include an option to purchase the underlying asset that the Company is reasonably certain to exercise. We recognize lease cost associated with our short-term leases on a straight-line basis over the lease term.

Related parties – For the purposes of these financial statements, parties are considered to be related to the Company where the Company and the party are subject to common control and/or common joint control. Related parties may be individuals or other entities.

Going concern – The Company evaluates whether there are conditions or events, considered in the aggregate, that raise substantial doubt about its ability to continue as a going concern for a period of one year after the date that the financial statements are available to be issued, taking into consideration the quantitative and qualitative information regarding the Company's current financial condition, conditional and unconditional obligations due and the funds and cash flow necessary to maintain operations within that time period. Based on management's evaluation, the Company will be able to continue in operation on a going concern basis for at least the next twelve months from the date these financial statements were available to be issued.

IA Franchising, LLC
(A Limited Liability Company)

Notes to Financial Statements

Note 1 Summary of Significant Accounting Policies (Continued)

Date of management's review - Management evaluated events or transactions subsequent to the balance sheet date for potential recognition or disclosure in the financial statements through August 12, 2025, which is the date the financial statements were available for issuance.

Note 2 Revenue Recognition in Accordance with FASB ASC 606

Contract balances

Contract balances from contracts with customers were as follows:

	<u>2025</u>
Contract assets	\$ -
Contract liabilities	-

Disaggregation of revenue

The Company derives its revenues primarily from the sale of franchises. Revenue from performance obligations satisfied at a point in time consists of franchise fees, royalties, and other income. Revenue from performance obligations satisfied over time consists of the sale of master licenses and renewal franchise fees.

Performance obligations

For performance obligations related to the franchise fees, control transfers to the customer at a point in time. Revenues are recognized when the franchisee training is completed and the equipment is delivered.

For performance obligations related to royalties and other income, control transfers to the customer at a point in time. Royalty revenues are recognized monthly based on the monthly sales from the franchisees.

For performance obligations related to master licenses and renewal franchise fees, control transfers to the customer over time. Revenues are recognized over the term of the contract.

Significant judgments

The Company sells franchises for an agreed upon contract amount. For fixed fee contracts, the Company is entitled to payment upon signing of the franchise agreement and recognizes the revenues when the performance obligations have been met.

EXHIBIT D-2

UNAUDITED FINANCIAL STATEMENTS

THESE FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM.

IA Franchising, LLC
BALANCE SHEET
AS OF 2/28/2026

ASSETS	
Current Assets	
Cash and Cash Equivalents	\$31.52
Prepaid Expense	4,143.80
Total Current Assets	<u>4,175.32</u>
Fixed Assets	
Total Fixed Assets	<u>0.00</u>
Other Assets	
Related Party Receivables	49,557.39
Total Other Assets	<u>49,557.39</u>
TOTAL ASSETS	<u>53,732.71</u>
LIABILITIES & STOCKHOLDERS' EQUITY	
Current Liabilities	
Accounts Payable	1,900.00
Taxes Payable	(16.27)
Total Current Liabilities	<u>1,883.73</u>
Stockholders' Equity	
Capital - IO Franchising	100,000.00
Retained Earnings	(48,151.02)
Total Stockholders' Equity	<u>51,848.98</u>
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	<u>53,732.71</u>

EXHIBIT D-3

FINANCIAL STATEMENTS OF GUARANTOR
AND GUARANTY OF PERFORMANCE



MILBERY & KESSELMAN
CERTIFIED PUBLIC ACCOUNTANTS

To the Board of Directors
FP Franchising, Inc.
West Palm Beach, Florida

INDEPENDENT AUDITOR'S REPORT

Opinion

We have audited the accompanying financial statements of FP Franchising, Inc. (a FL corporation), which comprise the consolidated balance sheets as of December 31, 2024, December 31, 2023, and December 31, 2022, and the related consolidated statements of income and retained earnings, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of FP Franchising, Inc. as of December 31, 2024, December 31, 2023, and December 31, 2022, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of FP Franchising, 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 FP Franchising, Inc.'s ability to continue as a going concern within one year after the date that the financials are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

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

individually or in 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 purpose of expressing an opinion on the effectiveness of FP Franchising, 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 FP Franchising, 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.

A handwritten signature in cursive script that reads "Milbery & Kesselman, CPAs".

Milbery & Kesselman, CPAs, LLC
March 12, 2025

FP FRANCHISING, INC.
Consolidated Balance Sheets
For the years ended December 31, 2024, December 31, 2023, and December 31, 2022

	2024	2023	2022
ASSETS			
Current Assets			
Cash and Cash Equivalents	\$ 436,584	\$ 200,289	\$ 218,386
Marketable Securities - At Market Value	812,311	711,103	603,817
Accounts Receivable (net of Allowance for Doubtful Accounts)	980,433	606,901	518,080
Contract Assets	50,000	50,000	-
Loans Receivable - Related Companies	2,946,134	3,614,256	2,822,893
Inventory	95,775	52,455	33,891
Prepaid Expenses	113,489	71,641	39,289
Current Portion of Promissory Notes	28,257	27,332	22,854
Total Current Assets	5,462,983	5,333,977	4,259,210
Property and Equipment (net of Accumulated Depreciation)	29,015	31,304	23,733
Other Assets			
Promissory Notes, net of Current Portion	4,426	36,148	50,723
TOTAL ASSETS	\$ 5,496,424	\$ 5,401,429	\$ 4,333,666
LIABILITIES AND STOCKHOLDERS' EQUITY			
LIABILITIES			
Current Liabilities			
Accounts Payable	\$ 627,750	\$ 716,172	\$ 457,014
Current Portion of Contract Liabilities	604,420	637,929	125,924
Accrued Expenses	849,672	492,355	483,403
Current Portion of Long Term Debt	-	3,201	3,201
Total Current Liabilities	2,081,842	1,849,657	1,069,542
Long Term Liabilities			
Long Term Debt, net of Current Portion	150,000	146,799	146,799
Contract Liabilities, net of Current Portion	33,333	-	-
Total Long Term Liabilities	183,333	146,799	146,799
TOTAL LIABILITIES	2,265,175	1,996,456	1,216,341
Commitments and Contingencies			
STOCKHOLDERS' EQUITY			
Common Stock	375,000	375,000	375,000
Retained Earnings	2,734,806	2,952,160	2,761,118
Accumulated Other Comprehensive Income (Loss)	121,443	77,813	(18,793)
TOTAL STOCKHOLDERS' EQUITY	3,231,249	3,404,973	3,117,325
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 5,496,424	\$ 5,401,429	\$ 4,333,666

See accompanying independent auditor's report and notes to financial statements

FP FRANCHISING, INC.
Consolidated Statements of Income and Retained Earnings
For the years ended December 31, 2024, December 31, 2023, and December 31, 2022

	2024	2023	2022
Income			
Franchise Fees	\$ 4,324,639	\$ 3,110,307	\$ 2,513,285
Product	996,981	722,680	431,815
Commissions	-	-	1,570
Royalties	4,269,108	4,173,832	4,118,465
Other Income	22,591	12,594	20,982
Total Income	9,613,319	8,019,413	7,086,117
Cost of Goods Sold	2,985,600	1,658,946	1,167,203
Gross Profit	\$ 6,627,719	\$ 6,360,467	\$ 5,918,914
Expenses			
Advertising	472,979	505,852	496,446
Automobile	84,047	87,892	68,470
Bad Debt	62,222	1,409	36,815
Bank Service Charges	28,500	33,741	33,921
Computer and Software	45,383	164,307	203,836
Depreciation	13,005	9,126	26,829
Dues and Subscriptions	90,464	84,711	66,671
Insurance	57,619	67,115	73,145
Leasing Costs	25,642	55,656	82,447
Licensing and Registrations	8,818	11,595	8,610
Office	75,425	110,616	88,035
Payroll	4,524,565	4,267,262	3,937,711
Postage	58,304	24,270	21,991
Professional Fees	68,205	74,771	80,680
Taxes	7,056	10,046	7,752
Telephone	8,141	55,172	73,599
Travel and Meals	355,448	348,432	317,626
Total Expenses	5,985,823	5,911,973	5,624,584
Net Income (Loss) before Other Income	\$ 641,896	\$ 448,494	\$ 294,330
Other Income/(Expense)			
Interest and Dividend Income	22,916	29,946	20,630
Interest Expense	(5,689)	(5,548)	(6,396)
Income Tax	(1,309)	(15,000)	(15,000)
Gain/(Loss) on Foreign Currency Exchange	11,888	(23,884)	5,477
Realized Gain/(Loss) on Investments	41,640	(3,591)	(77,533)
Other Income	-	-	-
Gain on Extinguishment of Debt	-	-	255,088
Total Other Income/(Expense)	69,446	(18,077)	182,266
Net Income	\$ 711,342	\$ 430,417	\$ 476,596
Retained Earnings, Beginning	2,952,160	2,761,118	2,284,522
Shareholder Distributions	(928,696)	(239,375)	-
Retained Earnings, Ending	\$ 2,734,806	\$ 2,952,160	\$ 2,761,118

See accompanying independent auditor's report and notes to financial statements

FP FRANCHISING, INC.
Consolidated Statements of Cash Flows
For the years ended December 31, 2024, December 31, 2023, and December 31, 2022

	2024	2023	2022
Cash Flows from Operating Activities			
Net Income	\$ 711,342	\$ 430,417	\$ 476,596
Adjustments to reconcile net income to net cash provided/(used) by Operations			
Depreciation	13,005	9,126	26,829
(Increase)/Decrease in Accounts Receivable	(373,532)	(88,821)	99,760
(Increase)/Decrease in Contract Assets	-	(50,000)	-
(Increase)/Decrease in Loans Receivable	668,122	(791,363)	(626,613)
(Increase)/Decrease in Inventory	(43,320)	(18,564)	(16,906)
(Increase)/Decrease in Prepaid Expenses	(41,848)	(32,352)	(7,904)
Increase/(Decrease) in Accounts Payable	(88,422)	259,158	(182,362)
Increase/(Decrease) in Contract Liabilities	(176)	512,005	(421,218)
Increase/(Decrease) in Accrued Expenses	357,317	8,952	237,638
Cash provided/(used) by Operating Activities	1,202,488	238,558	(414,180)
 Cash Flows from Investing Activities			
Acquisition of Fixed Assets	(10,716)	(16,697)	(11,186)
Marketable Securities	(57,578)	(10,680)	65,382
Cash provided/(used) by Investing Activities	(68,294)	(27,377)	54,196
 Cash Flows from Financing Activities			
Promissory Notes	30,797	10,097	32,615
Shareholder Distributions	(928,696)	(239,375)	-
Cash provided/(used) by Financing Activities	(897,899)	(229,278)	32,615
 Increase/(Decrease) in Cash	236,295	(18,097)	(327,369)
 Beginning Balance	200,289	218,386	545,755
 Ending Balance	\$ 436,584	\$ 200,289	\$ 218,386
 SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:			
Cash paid during the year for:			
Interest	\$ 5,689	\$ 5,548	\$ 6,396

See accompanying independent auditor's report and notes to financial statements

Note 1 Summary of Significant Accounting Policies

Nature of business – FP Franchising, Inc. (the “Company”), was incorporated in Florida on February 17, 2000 and is headquartered in West Palm Beach, Florida. During 2023, the Company changed its name and is formerly known as Embroidme.com, Inc. D.B.A. Fully Promoted. The Company sells franchises that allow the purchaser to operate a full service branded products and marketing services business that offers online marketing services, lead generation services, printed marketing materials, embroidered, screen-printed apparel and/or advertising and promotional merchandise and complete marketing campaign management for a variety of printed marketing materials.

The Company elected to be treated as a Subchapter S Corporation with the Internal Revenue Service, effective October 21, 2002. The Company has elected a year end of December 31.

Principles of consolidation - The financial statements include the operations of FP Franchising, Inc. and Franchise Real Estate, Inc. All significant intercompany transactions have been eliminated in consolidation. FP Franchising, Inc. and Franchise Real Estate, Inc. are herein after collectively referred to as “the Company.”

All foreign operations are translated to U.S. dollars at the exchange rate in effect at year-end. Income and expense items and cash flows are translated at the average exchange rate for each year.

A summary of the Company’s significant accounting policies follows:

Accounting 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 the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue recognition - Initial franchise fees are recognized as revenue when services required under the franchise agreement have been performed by the Company. Franchise royalty revenues are based on franchisees’ sales and are recognized as earned. Product and equipment revenue is recorded when legal title is transferred to the franchisee, generally when the product is shipped.

Cash concentration - The Company maintains its cash in four banks which, at times, may exceed the federally-insured limits. The Company has not experienced any loss in such accounts. The Company believes it is not exposed to any significant credit risk on such accounts.

Accounts receivable - Trade receivables are carried at their estimated collectible amounts. Trade credit is generally extended on a short-term basis; thus trade receivables do not bear interest, although a finance charge may be applied to such receivables that are more than 30 days past due.

Credit risk - The Company performs on-going credit evaluations of each franchisee’s financial condition. Accounts receivable are principally with franchises that are secured under the franchise agreements. The franchise agreements provide the Company with certain collateral, including inventory and fixed assets. Consequently, risk of loss is considered minimal.

Note 1 Summary of Significant Accounting Policies (continued)

Inventory - Inventory is stated at the lower of cost or market value, and consists of supplies and finished goods.

Property and equipment - Property and equipment is stated at cost. Depreciation is computed by the straight-line method over the following estimated useful lives:

	<u>Years</u>
Vehicles	5
Machinery and equipment	5
Computer equipment	3.5 – 7
Software	3
Leasehold improvements	10

Long-lived assets - Long-lived assets held for use are subject to an impairment assessment if the carrying value is no longer recoverable based upon the undiscounted future cash flows of the asset. The amount of the impairment is the difference between the carrying amount and the fair value of the asset. The Company's estimate of undiscounted cash flows indicated that such carrying amounts were expected to be recovered.

Advertising – Advertising primarily consist of the outside costs related to lead development. Advertising costs are expensed as incurred and were \$472,979 for the year ended December 31, 2024, \$505,852 for the year ended December 31, 2023, and \$496,446 for the year ended December 31, 2022.

Leases – The Company recognizes and measures its leases in accordance with FASB ASC 842, *Leases*. The Company is a lessee in several month-to-month operating leases for office space. The Company determines if an arrangement is a lease, or contains a lease, at inception of a contract and when the terms of an existing contract are changed. The Company recognizes a lease liability and a right of use (ROU) asset at the commencement date of the lease. The lease liability is initially and subsequently recognized based on the present value of its future lease payments. Variable payments are included in the future lease payments when those variable payments depend on an index or a rate. The discount rate is the implicit rate if it is readily determinable or otherwise the Company uses its incremental borrowing rate. The implicit rates of our leases are not readily determinable and accordingly, we use our incremental borrowing rate based on the information available at the commencement date for all leases. The Company's incremental borrowing rate for a lease is the rate of interest it would have to pay on a collateralized basis to borrow an amount equal to the lease payments under similar terms and in a similar economic environment. The ROU asset is subsequently measured throughout the lease term at the amount of the re-measured lease liability (i.e., present value of the remaining lease payments), plus unamortized initial direct costs, plus (minus) any prepaid (accrued) lease payments, less the unamortized balance of lease incentives received, and any impairment recognized. Lease cost for lease payments is recognized on a straight-line basis over the lease term.

Note 1 Summary of Significant Accounting Policies (continued)

Leases (continued) - The Company has elected, for all underlying class of assets, to not recognize ROU assets and lease liabilities for short-term leases that have a lease term of twelve months or less at lease commencement, and do not include an option to purchase the underlying asset that the Company is reasonably certain to exercise. We recognize lease cost associated with our short-term leases on a straight-line basis over the lease term.

Income taxes - The Company has elected to be taxed under sections of the federal and state income tax laws that provide that, in lieu of corporate income taxes, the shareholders separately account for their pro rata shares of the Company's items of income, deduction, losses and credits. Therefore, no provision for federal income tax is reflected in the Company's financial statements. The provision for state income taxes for 2024, 2023, and 2022 consisted of the following:

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Various State Income Taxes	\$1,309	\$15,000	\$15,000

The Company is subject to taxation in various state jurisdictions. State jurisdictions have statutes of limitations that generally range from three to five years. As of December 31, 2024, none of the Company's tax returns are under examination.

Related parties – For the purposes of these financial statements, parties are considered to be related to the Company where the Company and the party are subject to common control and/or common joint control. Related parties may be individuals or other entities.

Going concern – The Company evaluates whether there are conditions or events, considered in the aggregate, that raise substantial doubt about its ability to continue as a going concern for a period of one year after the date that the financial statements are available to be issued, taking into consideration the quantitative and qualitative information regarding the Company's current financial condition, conditional and unconditional obligations due and the funds and cash flow necessary to maintain operations within that time period. Based on management's evaluation, the Company will be able to continue in operation on a going concern basis for at least the next twelve months from the date these financial statements were available to be issued.

Date of management's review – Management evaluated events or transactions subsequent to the balance sheet date for potential recognition or disclosure in the financial statements through March 12, 2025, which is the date the financial statements were available for issuance.

Note 2 Accounts Receivable

Accounts receivable at December 31, 2024, 2023, and 2022 consisted of the following:

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Franchise fees receivable	\$ 1,036,577	\$ 641,966	\$ 555,709
Allowance for doubtful accounts	<u>(56,144)</u>	<u>(35,065)</u>	<u>(37,629)</u>
	<u>\$ 980,433</u>	<u>\$ 606,901</u>	<u>\$ 518,080</u>

The bad debt deducted for the year ended 2024 was \$62,222. The bad debt deducted for the year ended 2023 was \$1,409. The bad debt benefit for the year ended 2022 was \$36,815.

Note 3 Cash and Cash Equivalents

The Company maintains cash balances at four financial institutions. Accounts at the United States institutions are insured by the Federal Deposit Insurance Corporation for up to \$250,000. Accounts at the Australian institution are insured by the Financial Claims Scheme for up to 250,000 AUD. At December 31, 2024, the Company had uninsured cash balances amounting to \$47,493. At December 31, 2023, the Company had uninsured cash balances amounting to \$0. At December 31, 2022, the Company had uninsured cash balances amounting to \$0.

Note 4 Property and Equipment

Property and equipment as of December 31, 2024, 2023, and 2022 consisted of the following:

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Computers and software	\$ 353,025	\$ 342,816	\$ 326,024
Less: accumulated depreciation	<u>(324,010)</u>	<u>(311,512)</u>	<u>(302,291)</u>
	<u>\$ 29,015</u>	<u>\$ 31,304</u>	<u>\$ 23,733</u>

Depreciation as of December 31, 2024 is \$13,005.

Note 5 Promissory Notes

The Company has promissory notes receivable with various franchisees; the notes bear interest at rates of 0% to 5% per annum, and are amortized over periods of 1 to 5 years. On promissory notes bearing an interest rate below market, imputed interest is calculated and the note value is discounted.

Note 6 Long Term Debt

On July 20, 2020, the Company executed a promissory note for \$150,000 under the Economic Injury Disaster Loans (“EIDL”) authorized by the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”). The loan bears an interest rate of 3.75% per annum and matures thirty years from the date of the note (July 2050). Under the loan agreement, the monthly payment of principal and interest is \$731 beginning twenty four months from the date of the note. As of December 31, 2024, the outstanding principal amount of the note payable was \$150,000.

Future minimum principal payments on the long term debt as of December 31, 2024 are as follows:

For the year ending December 31,

2025	\$ 0
2026	0
2027	3,202
2028	3,324
2029	3,451
Thereafter	<u>140,023</u>
Total	<u>\$ 150,000</u>

Note 7 Leases

The Company has obligations as a lessee for office space with initial term of less than one year. The Company classified these lease as operating leases. These leases generally contain renewal options for periods ranging from one to five years. Because the Company is not reasonably certain to exercise these renewal options, the optional periods are not included in determining the lease term, and associated payments under these renewal options are excluded from lease payments. The Company’s leases do not include termination options for either party to the lease or restrictive financial or other covenants. Payments due under the lease contracts include fixed payments.

The components of leasing costs for the period ended December 31, 2024 are as follows:

Short Term Leasing Costs	<u>\$ 25,642</u>
--------------------------	------------------

Note 8 Revenue Recognition in Accordance with FASB ASC 606

Contract balances

Contract balances from contracts with customers were as follows:

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Contract assets	\$ 50,000	\$ 50,000	\$ -
Contract liabilities	637,753	637,929	125,924

Note 8 Revenue Recognition in Accordance with FASB ASC 606 (continued)

Disaggregation of revenue

The Company derives its revenues primarily from the sale of franchises. Revenue from performance obligations satisfied at a point in time consists of franchise fees, royalties, and other income. Revenue from performance obligations satisfied over time consists of the sale of master licenses and renewal franchise fees.

Performance obligations

For performance obligations related to the franchise fees, control transfers to the customer at a point in time. Revenues are recognized when the franchisee training is completed and the equipment is delivered.

For performance obligations related to royalties and other income, control transfers to the customer at a point in time. Royalty revenues are recognized monthly based on the monthly sales from the franchisees.

For performance obligations related to master licenses and renewal franchise fees, control transfers to the customer over time. Revenues are recognized over the term of the contract.

Significant judgments

The Company sells franchises for an agreed upon contract amount. For fixed fee contracts, the Company is entitled to payment upon signing of the franchise agreement and recognizes the revenues when the performance obligations have been met.

Note 9 Transactions with Related Parties

The Company reimburses and receives reimbursements to and from Related Parties, for certain operating expenses, including home office rent, payroll, and other administrative expenses. For the year ending December 31, 2024, related party balances included loans receivable of \$2,946,134. December 31, 2023, related party balances included loans receivable of \$3,614,256. For the year ending December 31, 2022, related party balances included loans receivable of \$2,822,893.

Note 10 Gain on Extinguishment of Debt

United Franchise Group Payroll Inc (UFGP), a related party, administers all payroll for the related entities. Payroll is allocated to each entity based on actual hours worked for each related entity. On January 31, 2021, UFGP was granted a loan from First American Bank, pursuant to the Paycheck Protection Program (the "PPP") under Division A, Title I of the CARES Act. The loan was allocated to the related entities based on the payroll allocation for the 2021 year. The loan allocation for the Company was \$255,088. UFGP applied for and was granted loan forgiveness on June 6, 2022 for the entire amount of the loan in eligible expenditures for payroll and other expenses described in the CARES Act. Loan forgiveness has been granted and therefore reflected in Other Income in the accompanying Consolidated Statement of Income and Member's Equity as of December 31, 2022.

Note 11 Litigation

From time to time, the Company is involved in litigation, most of which is incidental and normal to its business. In the opinion of Company counsel, no litigation to which the Company currently is a party is likely to have a material adverse effect on the Company's results of operations, financial condition or cash flows.

Note 12 Commitments and Contingencies

The Company is not contingently liable for lease obligations for regional offices.

As of December 31, 2024 the Company is contingently liable in the amount of \$7,435,544 as a guarantor of mortgages payable and \$275,000 on the revolving credit line, to First American Bank for its affiliate Sign*A*Rama Inc.

As of December 31, 2023 the Company is contingently liable in the amount of \$7,875,317 as a guarantor of mortgages payable and \$1,300,000 on the revolving credit line, to First American Bank for its affiliate Sign*A*Rama Inc.

As of December 31, 2022 the Company is contingently liable in the amount of \$7,438,091 as a guarantor of mortgages payable and \$1,700,000 on the revolving credit line, to First American Bank for its affiliate Sign*A*Rama Inc.

Note 13 Fair Value

Financial Accounting Standards Board (FASB) ASC Topic 820, Fair Value Measurements and Disclosures, establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements).

The Company adopted changes made by Accounting Standards Update (ASU) 2011-04, Fair Value Measurement (Topic 820) Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements in U.S. GAAP and IFRSs, which expands the disclosures, required for fair value accounting and clarifies the measurement of fair value when used in valuing certain assets and liabilities.

Note 13 Fair Value (continued)

Fair value measurements are segregated into those that are recurring and nonrecurring. Recurring fair value measurements of assets and liabilities of those that are required or permitted in the statement of financial position at the end of each reporting period related to assets such as trading securities, securities available for sale, and private venture-capital equity investments.

Nonrecurring fair value measurements of assets and liabilities are required or permitted in the statement of financial position in particular circumstances such as when the company measures long-

lived assets and goodwill for impairment, or assets and liabilities of business combination recorded at fair value at the acquisition date.

The three levels of inputs in the fair value hierarchy are described below:

Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Plan has the ability to access.

Level 2: Inputs to the valuation methodology include: a) quoted prices for similar assets or liabilities in active markets, b) quoted prices for identical or similar assets and liabilities in active markets, c) inputs other than quoted prices that are observable for the asset or liability, and d) inputs that are derived principally from or corroborated by observable market data by correlation or other means. If the asset or liability has a specified (contractual) term, the level 2 input must be observable for substantially the full term of the asset or liability.

Level 3: Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

Fair Value Measurement at December 31, 2024

	Total Carrying Amount 12/31/24	Fair Value Estimate 12/31/24	Assets or Liabilities Measured at Fair Value	Quoted Prices in Active Markets for Identical Assets (Level 1)	Inputs Other than Quoted Prices that are Observable (Level 2)	Significant Unobservable Inputs (Level 3)
Trading Securities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equity Securities - Other	812,311	812,311	812,311	812,311	-	-
Total Trading Securities	<u>\$ 812,311</u>	<u>\$ 812,311</u>	<u>\$ 812,311</u>	<u>\$ 812,311</u>	<u>\$ -</u>	<u>\$ -</u>

UNAUDITED FINANCIAL STATEMENTS

THESE FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM.

**FULLY PROMOTED, INC.
BALANCE SHEET
AS OF 02/28/2026**

ASSETS

Current Assets	
Cash and Cash Equivalents	\$476,038.15
Cash Investments	984,315.95
Inventory	88,087.71
Accounts Receivable	580,887.92
Allowance for Doubtful Accounts	(30,126.64)
A/R Refunds	4,000.00
Accrued Receivables	465,769.04
Prepaid Expense	86,608.53
Prepaid Insurance	70,122.97
Total Current Assets	2,725,703.63
Fixed Assets	
Machinery & Equipment (Net of Accumulated Depreciation)	7,354.04
Intangible Assets (Net of Accumulated Amortization)	7,387.14
Total Fixed Assets	14,741.18
Other Assets	
Promissory Notes	1,110.96
Deferred Interest on Promissory Notes	(3.32)
Related Party Receivables	3,750,154.54
Total Other Assets	3,751,262.18
TOTAL ASSETS	6,491,706.99

LIABILITIES & STOCKHOLDERS' EQUITY

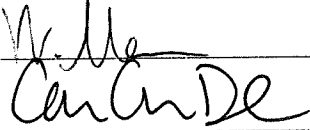
Current Liabilities	
Accounts Payable - Trade	448,860.94
Accounts Payable - Other	165,171.46
Accrued Expenses	455,052.42
Franchise Deposits	1,022,502.30
Commissions Payable	(12,656.40)
Taxes Payable	125,411.97
Other Current Liabilities	(74,973.45)
Loans Payable	153,612.78
Total Current Liabilities	2,282,982.02
Stockholders' Equity	
Capital Stock	375,000.00
Distributions	(1,436,269.20)
Retained Earnings	5,269,994.17
Total Stockholders' Equity	4,208,724.97
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	6,491,706.99

GUARANTY OF PERFORMANCE

For value received, FP Franchising, Inc., a corporation duly existing and organized under the laws of the State of Florida (the "Guarantor"), located at 2121 Vista Parkway, West Palm Beach, FL 33411, absolutely and unconditionally guarantees to assume the duties and obligations of IA Franchising LLC, a Florida limited liability company ("Franchisor"), located at 2121 Vista Parkway, West Palm Beach, FL 33411, under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2025-26 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

In witness whereof, guarantor has, by a duly authorized officer, executed this guaranty at West Palm Beach, Florida, this 22nd day of September, 2025.

ATTEST:



FP Franchising, Inc. (Guarantor)

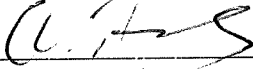
By: 
Name: Andrew Titus
Title: President

EXHIBIT E

LIST OF CURRENT AND FORMER FRANCHISEES

**IA FRANCHISING, LLC
LIST OF FRANCHISEES AS OF JUNE 30, 2025**

None.

**IA FRANCHISING, LLC
LIST OF FORMER FRANCHISEES AS OF JUNE 30, 2025**

None.

EXHIBIT F

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TABLE OF CONTENTS FOR OPERATING MANUAL

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EXHIBIT G

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

<p align="center">CALIFORNIA</p>	<p><u>Registered Agent:</u> California Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013-1105 Website: www.dfpi.ca.gov Telephone: (866) 275-2677 Email: Ask.DFPI@dfpi.ca.gov</p> <p><u>State Administrator:</u> Department of Financial Protection and Innovation One Sansome Street, Suite 600 San Francisco, CA 94104-2980 Website: www.dfpi.ca.gov Telephone: (866) 275-2677 Email: Ask.DFPI@dfpi.ca.gov</p>
<p align="center">CONNECTICUT</p>	<p>Banking Commissioner - Department of Banking Securities and Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 Telephone: (860) 240-8299</p>
<p align="center">FLORIDA</p>	<p><u>Registered Agent:</u> Mark D. Nichols 2121 Vista Parkway West Palm Beach, FL 33411</p> <p><u>State Administrator:</u> Department of Agriculture and Consumer Services Division of Consumer Services Mayo Building, Second Floor Tallahassee, FL 32399-0800</p>
<p align="center">HAWAII</p>	<p>Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division 335 Merchant Street, Room 203 Honolulu, HI 96813 Telephone: (808) 586-2722</p>
<p align="center">ILLINOIS</p>	<p>State of Illinois – Franchise Bureau Office of Attorney General 500 S. Second Street Springfield, IL 62706 Telephone: (217) 782-4465</p>

INDIANA	<p><u>Registered Agent:</u> Indiana Secretary of State 201 State House 200 W. Washington Street Indianapolis, IN 46204 Telephone: (317) 232-6531</p> <p><u>State Administrator:</u> Indiana Securities Division 302 W. Washington St., Rm. E-111 Indianapolis, IN 46204 Telephone: (317) 232-6681</p>
MARYLAND	<p><u>Registered Agent:</u> Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202</p> <p><u>State Administrator:</u> Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202</p>
MICHIGAN	<p>Michigan Department of Attorney General Corporations and Securities Bureau PO Box 30054 6546 Mercantile Way Lansing, MI 48933</p>
MINNESOTA	<p><u>Registered Agent:</u> Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-3165</p> <p><u>State Administrator:</u> Minnesota Department of Commerce Securities Unit 85 7th Place East, Suite 280 St. Paul, MN 55101-3165 Telephone: (651) 539-1500</p>

NEW YORK	<p><u>Registered Agent:</u> New York Secretary of State 99 Washington Avenue Albany, NY 12231</p> <p><u>State Administrator:</u> New York State Department of Law Investor Protection Bureau 28 Liberty Street 21st Floor New York, NY 10005 Telephone: (212) 416-8236</p>
NORTH DAKOTA	<p>North Dakota Securities Department 600 East Boulevard Avenue State Capitol, Fifth Floor Department 414 Bismarck, ND 58505-0510 Telephone: (701) 328-4712</p>
RHODE ISLAND	<p>State of Rhode Island Dept. of Business Regulation Securities Division 1511 Pontiac Avenue John O. Pastore Complex, Building 69-1 Cranston, RI 02920</p>
SOUTH DAKOTA	<p>South Dakota Department of Labor and Regulation Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, SD 57501 Telephone: (605) 773-3563</p>
TEXAS	<p>Secretary of State P.O. Box 12887 Austin, TX 78711</p>
VIRGINIA	<p><u>Registered Agent:</u> Clerk of the State Corporation Commission 1300 E. Main Street, 1st Floor Richmond, VA 23219 Telephone: (804) 371-9733</p> <p><u>State Administrator:</u> State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 Telephone: (804) 371-9051</p>

WASHINGTON	Washington Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501
WISCONSIN	Wisconsin Securities Commission 345 W. Washington Ave., Fourth Floor Madison, WI 53703 Telephone: (608) 266-1064

EXHIBIT H
GENERAL RELEASE AGREEMENT

GENERAL RELEASE AGREEMENT

THIS GENERAL RELEASE AGREEMENT (“Agreement”) is made between **IA FRANCHISING, LLC**, a Florida limited liability company (hereinafter referred to as the “Franchisor”) and _____, whose business is located at _____ (hereinafter referred to as the “Franchisee”).

INTRODUCTION

A. The Franchisor and the Franchisee entered into a Franchise Agreement (the “original Franchise Agreement”) dated _____, pursuant to which the Franchisor granted the Franchisee a franchise or license (the “Franchise”) to operate a franchise business (the “Franchise Business”).

B. The parties desire to terminate the original Franchise Agreement on the terms and conditions set forth in this Agreement.

C. This Agreement has been supported by full and adequate consideration, receipt of which is hereby acknowledged by both the Franchisee and the Franchisor.

The parties agree as follows:

1. **Termination of Franchise Agreement and Related Agreements.** The parties agree that, subject to Section 3 hereof and the terms and conditions set forth in Schedule A attached hereto, the original Franchise Agreement and all obligations of the Franchisee and Franchisor under or arising from the original Franchise Agreement are hereby terminated.

2. **Mutual General Releases.** Subject to Section 3 hereof, the Franchisee, for itself and its officers, directors, stockholders, agents, affiliates, employees, representatives, successors and assigns, does hereby release and forever discharge the Franchisor and its officers, directors, stockholders, agents, affiliates, employees, representatives, successors and assigns from all causes of action, suits, debts, covenants, agreements, damages, judgments, claims and demands whatsoever, in law or equity, which the Franchisee ever had, now has, or hereinafter can, shall or may have from the beginning of the world to the date of this Agreement, for, upon, or by reason of any matter, cause or thing whatsoever, including, without limitation, whether known or unknown, arising out of or in connection with, directly or indirectly, the original Franchise Agreement, the Franchisor’s offer, sale or negotiation of the Franchise, the relationship of the parties arising therefrom, or the Franchisor’s conduct in obtaining and entering into agreements.

Subject to Section 3 hereof, the Franchisor, for itself and its officers, directors, stockholders, agents, affiliates, employees, representatives, successors and assigns, does hereby release and forever discharge the Franchisee and its officers, directors, stockholders, agents, affiliates, employees, representatives, successors and assigns from all causes of action, suits, debts, covenants, agreements, damages, judgments, claims and demands whatsoever, in law or equity, which the Franchisor ever had, now has, or hereinafter can, shall or may have from the beginning of the world to the date of this Agreement, for, upon, or by reason of any matter, cause or thing whatsoever, including, without limitation, arising out of or in connection with, directly or indirectly, the original Franchise Agreement.

3. **Post-Term Covenants; Special Stipulation.** The termination and release provided in this Agreement shall have no effect on those obligations of the Franchisee (and its owners and guarantors, if any) arising out of the original Franchise Agreement or any other agreement which concern the payment of

any accrued but unpaid amounts owed to the Franchisor (whether known or unknown), or which otherwise expressly or by their nature survive the termination of the original Franchise Agreement, including, without limitation, obligations pertaining to the Franchisee's indemnification obligations, non-disclosure of the Franchisor's confidential information and non-competition with the Franchisor. In addition, all obligations of the parties, if any, in the original Franchise Agreement pertaining to mediation, litigation and arbitration of disputes and jurisdiction and venue for dispute resolution, shall apply with equal force to the terms and conditions of this Agreement, as if set forth herein. Such obligations shall continue in full force and effect in accordance with their terms subsequent to termination of the original Franchise Agreement and until they are satisfied or by their nature expire. The Franchisee acknowledges and agrees it has no right, title or interest in and to the trademarks associated with Franchisor's franchise system, including, without limitation, "Intelligent Assistant," and any colorable imitation thereof. The Franchisee represents it has returned (or turned over) all intellectual property associated with the Franchise Business and Franchisor's franchise system to Franchisor (or a Successor Franchisee, if applicable) which is acknowledged to belong exclusively to Franchisor including, but not limited to, all materials containing confidential information, operations manuals, customer lists, customer databases, customer records, customer artwork and art files and any materials which display the trademarks associated with the Franchise system. Franchisee agrees to return and turn over to Franchisor all digital assets, including, but not limited to, all digitally-stored content (such as images, photos, videos and text files), whether stored locally at the business or accessible via the internet, the cloud, or another digital storage device (such as a USB drive or zip drive) or stored with a third-party digital-storage provider (such as OneDrive® or Dropbox®); and all user names and passwords for any and all email accounts, social networking websites (such as Facebook®, Twitter®, LinkedIn®, Google+®, YouTube®, Pinterest®, Instagram®, Tumblr®, Flickr®, Reddit®, Snapchat®, and WhatsApp®), blogs, review websites (such as Yelp® or Angie's List®), and any other online communities where the Franchise Business created or shared online content, or held itself out as speaking for or representing the Franchise Business. Franchisee acknowledges and agrees it has no right, title or interest in and to the intellectual property associated with the Franchise Business or the Franchise system and no right to retain copies, disclose or make further use of such intellectual property, except with regard to customer records for tax purposes.

4. **Confidentiality.** It is acknowledged by the Franchisee that the terms of this Agreement are in all respects confidential in nature, and that any disclosure or use of the same by the Franchisee may cause serious harm or damage to the Franchisor, and its owners and officers. Therefore, the Franchisee agrees, either directly or indirectly by agent, employee, or representative, not to disclose the termination, this Agreement or the information contained herein, either in whole or in part, to any third party, except as may be required by law.

5. **Non-Disparagement.** The parties agree that at no time will they make any derogatory statements about or otherwise disparage, defame, impugn or damage the reputation of integrity of the others, provided that nothing in this paragraph will preclude any party from providing truthful information in response to compulsory legal process. The parties further agree not to, and to use their best efforts to cause any of the parties' agents, employees or affiliates not to, disparage or otherwise speak or write negatively, directly or indirectly, of the parties' brands, systems, or any other service-marked or trademarked concept of the parties or the parties' affiliates, or which would subject such brands, systems or concepts to ridicule, scandal, reproach, scorn, or indignity or which would negatively impact the goodwill of the parties or their brands, systems or service-marked or trademarked concepts.

6. **Binding Effect.** All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, heirs, successors and permitted assigns.

7. **Interpretation.** Each of the parties acknowledge that they have been or have had the opportunity to have been represented by their own counsel throughout the negotiations and at the execution of this Agreement and all of the other documents executed incidental hereto, if any, and, therefore, the parties agree that none of the provisions of this Agreement or any of the other documents should be construed against any party more strictly than against the other.

8. **Entire Agreement.** This Agreement, including any Schedules attached hereto (which are considered a part of this Agreement), represent the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersede all other negotiations, understandings and representations if any made by and between the parties.

9. **Governing Law.** Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051 et seq.), this Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to principles of conflicts of laws.

10. **California Provision.** The parties expressly waive and relinquish all rights and benefits afforded by the California Civil Code Section 1542.

11. **Washington Exception.** The General Release Agreement does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

12. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Confirmation of execution by telex or by telecopy facsimile signature page shall be binding upon any party so confirming or telecopying.

13. **Effectiveness of Agreement.** This Agreement shall not be effective until it has been signed by the Franchisee and an authorized officer of the Franchisor and delivered fully executed to the Franchisee and the Franchisor.

THE UNDERSIGNED have read, fully understand, and, by executing below, agree to the terms and conditions of this Agreement.

IA Franchising, LLC

By: _____
Print Name/Title: _____
Date: _____

Franchisee:

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

SCHEDULE A TO GENERAL RELEASE AGREEMENT

**ADDITIONAL TERMS AND CONDITIONS
FOR TRANSFER AND ASSUMPTION OF FRANCHISE**

The Franchisee desires to transfer its rights to operate its Intelligent Assistant Center operated under the original Franchise Agreement (the “Intelligent Assistant Center”) to a successor franchisee, _____, who desires to continue operating such Intelligent Assistant Center pursuant to a Successor Franchise Agreement with Franchisor. The terms and conditions of this Schedule “A” supplement the terms and conditions of the foregoing General Release Agreement of which this Schedule forms a part.

The parties agree that the foregoing recitals are true and correct, and for good and valuable consideration, the receipt of which is acknowledged by each of the parties, the parties agree as follows:

1. **Transfer.** Effective as of the date of this Agreement, the Franchisee does hereby bargain, sell, assign, convey, and transfer all of Franchisee’s rights to the Successor Franchisee to operate Intelligent Assistant Center, pursuant to the Successor Franchise Agreement and any related written agreements between the Successor Franchisee and Franchisor. Subject to the terms of such Successor Franchise Agreement and related written agreements with Franchisor, the Successor Franchisee hereby accepts and assumes the rights and obligations of the Franchisee to operate the Intelligent Assistant Center. Successor Franchisee is not assuming any liabilities of Franchisee to Franchisor. If for any reason the sale of Franchisee’s business to Successor Franchisee is not completed, the General Release Agreement will be deemed null and void and Franchisee shall continue to operate the Intelligent Assistant Center under the terms of the original Franchise Agreement. Unless otherwise provided in a written agreement between Franchisee and Successor Franchisee, Franchisee, during the period from the date hereof to the final closing date of the sale of the Intelligent Assistant Center to the Successor Franchisee, shall operate the Intelligent Assistant Center for his/her own account.

2. **Successor Agreements and Payments.** The Successor Franchisee is hereby delivering to Franchisor its duly signed Successor Franchise Agreement and any related agreements that may be required as a result of this transaction under the original Franchise Agreements. The Successor Franchise Agreement means the current standard form of Franchise Agreement required by the Franchisor, subject to any modifications consented to in writing by Franchisor. The Successor Franchisee is also hereby delivering to Franchisor a transfer fee in the amount of \$25,000.00. No initial franchise fee shall be due under the Successor Franchise Agreement from the Successor Franchisee.

3. **Consents, Subordination and Acknowledgments.** The Franchisor consents to the transfer to and assumption by the Successor Franchisee in accordance with this Agreement. Such consent does not constitute approval of, nor agreement with, any of the provisions of any agreement (other than this Agreement) between the Franchisee and Successor Franchisee. The Franchisee and Successor Franchisee specifically acknowledge that the Franchisor is not a party to any such agreements. The Franchisee agrees that its rights pursuant to any agreements with the Successor Franchisee are subject to and subordinate in all respects to Franchisor’s rights under the Successor Franchise Agreement and all related agreements, if any, between the Franchisor and Successor Franchisee, including all renewals, modifications, and extensions, if any, to such agreements. The Successor Franchisee agrees that its rights concerning the Franchisor exist pursuant only to the written agreements entered between the Franchisor and Successor Franchisee, and in the event of any conflict with the terms of this Agreement, except regarding the waiver of the payment of an initial franchise fee, the terms of such other agreements shall control. The Successor Franchisee acknowledges that it has received and reviewed the General Release Agreement of which this Schedule “A” forms a part. The Successor Franchisee further acknowledges that, except as expressly provided in this Agreement, Franchisor has no liability with respect to, related to, or arising out of, any transaction between the Franchisee and Successor Franchisee, and releases, indemnifies and holds the

Franchisor harmless from same.

IA Franchising, LLC

By: _____
Print Name/Title: _____
Date: _____

Franchisee:

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

Successor Franchisee:

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

By: _____
Print Name/Title: _____
Date: _____

EXHIBIT I

COMPLIANCE CERTIFICATION

COMPLIANCE CERTIFICATION

You are preparing to enter into a Franchise Agreement for the establishment and operation of an Intelligent Assistant franchise business. The purpose of this Compliance Certification is to determine whether any statements or promises were made to you that IA Franchising, LLC (the “Franchisor”) has not authorized and that may be untrue, inaccurate, or misleading.

A. The following dates are true and correct:

		The date on which I first received a Franchise Disclosure Document about the Intelligent Assistant franchise.
(Date)	(Initials)	
		The date of my first face-to-face meeting with a franchise sales representative of the Franchisor to discuss the possible purchase of a franchise.
(Date)	(Initials)	
		The date on which I signed the contracts and agreements as disclosed in my Franchise Disclosure Document.
(Date)	(Initials)	
		The earliest date on which I delivered cash, check, or other consideration to the Franchisor in connection with the purchase of a franchise.
(Date)	(Initials)	

B. Please review each of the following questions carefully and provide honest and complete responses to each question:

1. Have you personally reviewed the Franchise Agreement and the Franchise Disclosure Document?
Yes ____ No ____

2. Do you understand all of the information contained in the Franchise Agreement and the Franchise Disclosure Document? Yes ____ No ____
 - a. If “No”, what parts of the Franchise Agreement and/or the Franchise Disclosure Document do you not understand? (Attach additional pages, if necessary)

3. Have you discussed the benefits and risks of establishing and operating an Intelligent Assistant franchise business with an attorney, accountant, or other professional advisor? Yes ____ No ____

4. Do you understand that the success or failure of your Intelligent Assistant franchise business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, and other economic and business factors? Yes ____ No ____

5. Has any employee speaking on behalf of the Franchisor made any statement or promise concerning the revenues, profits, or operating costs of any Intelligent Assistant business operated by the Franchisor, its affiliates or its franchisees that is contrary to, or different from, the information contained in the Franchise Disclosure Document? Yes ____ No ____

6. Has any employee speaking on behalf of the Franchisor made any statement or promise regarding the total amount of revenue you might achieve or operating profit you might realize from an Intelligent Assistant franchise business that is contrary to, or different from, the information contained in the Franchise Disclosure Document? Yes ____ No ____

7. Has any employee speaking on behalf of the Franchisor made any statement or promise regarding the costs you may incur in operating an Intelligent Assistant business that is contrary to, or different from the information contained in the Franchise Disclosure Document? Yes ____ No ____

8. Has any employee speaking on behalf of the Franchisor made any statement, promise, or agreement concerning the advertising, marketing, training, support service, or assistance that the Franchisor will furnish to you that is contrary to, or different from, the information contained in the Franchise Disclosure Document? Yes ____ No ____

9. Do you understand that your initial franchise fee is non-refundable upon entering into a Franchise Agreement? Yes ____ No ____

C. If you have answered “Yes” to any one of questions B. 5-8, or “No” to question B. 9 please provide a full explanation of each “Yes” answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below) If you have answered “No” to each of questions B. 5-8 and “Yes” to question B.9, please leave the following lines blank.

Please understand that your responses to these questions are important to us and that we will rely on them. By signing this Compliance Certification, you are representing that you have responded truthfully to the above questions.

Franchise Applicant:

Signature: _____
 Print Name: _____
 Date: _____

Approved By:

By: _____
 Print Name/Title: _____
 Date: _____

Corporate Name (If Applicable):

By: _____
 Print Name/Title: _____
 Date: _____

EXHIBIT J

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT (this “Agreement”) made as of the ____ day of _____, 20____, (“Effective Date”) is by and between _____, (“FRANCHISEE”) doing business as an Intelligent Assistant franchise (the “Intelligent Assistant Franchise”), IA Franchising, LLC, a Florida limited liability company (“COMPANY”) and _____ a resident of the State of _____, (“INDIVIDUAL”) (collectively, the “Parties”).

WITNESSETH:

WHEREAS, FRANCHISEE is a party to that certain franchise agreement dated _____, 20____ (the “Franchise Agreement”) by and between FRANCHISEE and COMPANY; and

WHEREAS, FRANCHISEE desires INDIVIDUAL to have access to and review certain Trade Secrets and other Confidential Information, which are more particularly described below; and

WHEREAS, FRANCHISEE is required by the Franchise Agreement to have INDIVIDUAL execute this Agreement prior to providing INDIVIDUAL access to said Trade Secrets and other Confidential Information; and

WHEREAS, INDIVIDUAL understands the necessity of not disclosing any such information to any other party in which Trade Secrets and other Confidential Information (as defined below) could be used to the disadvantage of FRANCHISEE, or COMPANY, any affiliate of COMPANY or COMPANY’s other franchisees.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and intending to be legally bound hereby, the Parties hereby mutually agree as follows:

1. Trade Secrets and Confidential Information

INDIVIDUAL acknowledges and understands FRANCHISEE possesses and will possess Trade Secrets and other Confidential Information that are important to its business.

a) For the purposes of this Agreement, a “Trade Secret” is information in any form (including, but not limited to, materials and techniques, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, passwords and lists of actual or potential customers or suppliers) related to or used in the development and/or operation of Intelligent Assistant franchises that is not commonly known by or available to the public and that information: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

b) For the purposes of this Agreement, “Confidential Information” means technical and non-technical information used in or related to the development and/or operation of Intelligent Assistant franchises that is not commonly known by or available to the public, including, without limitation, Trade Secrets and information contained in the operating manual and training guides and materials. In addition, any other information identified as confidential when delivered by FRANCHISEE shall be deemed Confidential Information. Confidential Information shall not include, however, any information that: (i) is

now or subsequently becomes generally available to the public through no fault of INDIVIDUAL; (ii) INDIVIDUAL can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure by FRANCHISEE pursuant to this Agreement; (iii) is independently developed without the use of any Confidential Information; or (iv) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information.

c) Any information expressly designated by COMPANY or FRANCHISEE as “Trade Secrets” or “Confidential Information” shall be deemed such for all purposes of this Agreement, but the absence of designation shall not relieve INDIVIDUAL of his or her obligations hereunder in respect of information otherwise constituting Trade Secrets or Confidential Information. INDIVIDUAL understands FRANCHISEE’s providing of access to the Trade Secrets and other Confidential Information creates a relationship of confidence and trust between INDIVIDUAL and FRANCHISEE with respect to the Trade Secrets and other Confidential Information.

2. Confidentiality/Non-Disclosure

a) INDIVIDUAL shall not communicate or divulge to (or use for the benefit of) any other person, firm, association, or corporation, with the sole exception of FRANCHISEE, now or at any time in the future, any Trade Secrets or other Confidential Information. At all times from the date of this Agreement, INDIVIDUAL must take all steps reasonably necessary and/or requested by COMPANY and FRANCHISEE to ensure that the Confidential Information and Trade Secrets are kept confidential pursuant to the terms of this Agreement. INDIVIDUAL must comply with all applicable policies, procedures and practices that COMPANY and FRANCHISEE have established and may establish from time to time with regard to the Confidential Information and Trade Secrets.

b) INDIVIDUAL’s obligations under paragraph 2(a) of this Agreement shall continue in effect after termination or expiration of INDIVIDUAL’s relationship with FRANCHISEE, regardless of the reason or reasons for termination or expiration, and whether such termination or expiration is voluntary or involuntary, and FRANCHISEE and/or COMPANY are entitled to communicate INDIVIDUAL’s obligations under this Agreement to any future customer or employer to the extent deemed necessary by FRANCHISEE and/or COMPANY for protection of their rights hereunder and regardless of whether INDIVIDUAL or any of its affiliates or assigns becomes an investor, partner, joint venturer, broker, distributor or the like in an Intelligent Assistant location.

3. Reasonableness of Restrictions

INDIVIDUAL acknowledges that each of the terms set forth herein, including the restrictive covenants, is fair and reasonable and is reasonably required for the protection of FRANCHISEE, COMPANY, and COMPANY’s Trade Secrets and other Confidential Information, the COMPANY’s business system, network of franchises and trade and service marks, and INDIVIDUAL waives any right to challenge these restrictions as being overly broad, unreasonable or otherwise unenforceable. If, however, a court of competent jurisdiction determines that any such restriction is unreasonable or unenforceable, then INDIVIDUAL shall submit to the reduction of any such activity, time period or geographic restriction necessary to enable the court to enforce such restrictions to the fullest extent permitted under applicable law. It is the desire and intent of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in any jurisdiction where enforcement is sought.

4. Relief for Breaches of Confidentiality

a) INDIVIDUAL further acknowledges that an actual or threatened violation of the covenants contained in this Agreement will cause FRANCHISEE and COMPANY immediate and irreparable harm, damage and injury that cannot be fully compensated for by an award of damages or other remedies at law. Accordingly, FRANCHISEE and COMPANY shall be entitled, as a matter of right, to an injunction from any court of competent jurisdiction restraining any further violation by INDIVIDUAL of this Agreement without any requirement to show any actual damage or to post any bond or other security. Such right to an injunction shall be cumulative and in addition to, and not in limitation of, any other rights and remedies that FRANCHISEE and COMPANY may have at law or in equity.

b) In addition, in the event of a violation of the covenants contained in the Agreement, the Parties agree that damages for such violations would be difficult to quantify. Due to the difficulty in the quantification of resulting damages, the Parties agree that COMPANY would be entitled to liquidated damages in the amount of \$85,500 per event of violation.

5. Miscellaneous

a) This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes any prior agreements, negotiations and discussions between INDIVIDUAL, COMPANY and FRANCHISEE with respect to the subject matter hereof. This Agreement cannot be altered or amended except by an agreement in writing signed by the duly authorized representatives of the Parties.

b) Except to the extent this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 or other federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without reference to its conflict of laws principles). References to any law refer also to any successor laws and to any published regulations for such law as in effect at the relevant time. References to a governmental agency also refer to any regulatory body that succeeds the function of such agency.

c) ANY ACTION BROUGHT BY ANY OF THE PARTIES, SHALL ONLY BE BROUGHT IN THE APPROPRIATE STATE COURT LOCATED IN OR SERVING PALM BEACH COUNTY, FLORIDA. THE PARTIES WAIVE ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSES OF CARRYING OUT THIS PROVISION. CLAIMS FOR INJUNCTIVE RELIEF MAY ALSO BE BROUGHT BY COMPANY OR FRANCHISEE WHERE FRANCHISEE IS LOCATED. THIS EXCLUSIVE CHOICE OF JURISDICTION AND VENUE PROVISION SHALL NOT RESTRICT THE ABILITY OF THE PARTIES TO CONFIRM OR ENFORCE JUDGMENTS OR AWARDS IN ANY APPROPRIATE JURISDICTION.

d) INDIVIDUAL agrees if any legal proceedings are brought for the enforcement of this Agreement, in addition to any other relief to which the successful or prevailing party may be entitled, the successful or prevailing party shall be entitled to recover attorneys' fees, investigative fees, administrative fees billed by such party's attorneys, court costs and all expenses, including, without limitation, all fees, taxes, costs and expenses incident to appellate, and post-judgment proceedings incurred by the successful or prevailing party in that action or proceeding.

e) This Agreement shall be effective as of the Effective Date and shall be binding upon the successors and assigns of INDIVIDUAL and shall inure to the benefit of FRANCHISEE and COMPANY and their subsidiaries, successors and assigns.

f) The failure of any Party to insist upon performance in any one (1) or more instances upon performance of any terms and conditions of this Agreement shall not be construed a waiver of future performance of any such term, covenant or condition of this Agreement and the obligations of the other Parties with respect thereto shall continue in full force and effect.

g) The paragraph headings in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.

h) In the event that any part of this Agreement shall be held to be unenforceable or invalid, the remaining parts hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof.

i) This Agreement may be modified or amended only by a written instrument duly executed by INDIVIDUAL, FRANCHISEE and COMPANY.

j) The existence of any claim or cause of action INDIVIDUAL might have against FRANCHISEE or COMPANY will not constitute a defense to the enforcement by FRANCHISEE or COMPANY of this Agreement.

k) Except as otherwise expressly provided in this Agreement, no remedy conferred upon FRANCHISEE or COMPANY pursuant to this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given pursuant to this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy pursuant to this Agreement shall preclude any other or further exercise thereof.

INDIVIDUAL CERTIFIES THAT HE OR SHE HAS READ THIS AGREEMENT CAREFULLY, AND UNDERSTANDS AND ACCEPTS THE OBLIGATIONS THAT IT IMPOSES WITHOUT RESERVATION.

THE PARTIES ACKNOWLEDGE THAT THE COMPANY SHALL BE ENTITLED TO ENFORCE THIS AGREEMENT WITHOUT THE COOPERATION OF THE FRANCHISEE. INDIVIDUAL AND FRANCHISEE AGREE THAT THIS AGREEMENT CANNOT BE MODIFIED OR AMENDED WITHOUT THE WRITTEN CONSENT OF THE COMPANY.

Signatures on following page.

IN WITNESS WHEREOF, FRANCHISEE and COMPANY have hereunto caused this Agreement to be executed by its duly authorized officer, and INDIVIDUAL has executed this Agreement, all being done in triplicate originals with one (1) original being delivered to each Party.

WITNESS:

WITNESS:

WITNESS:

FRANCHISEE:

Signature: _____

Print Name: _____

Date: _____

INDIVIDUAL:

Signature: _____

Print Name: _____

Date: _____

COMPANY:

By: _____

Its: _____

Date: _____

EXHIBIT K

STATE ADDENDA TO DISCLOSURE DOCUMENT

STATE SPECIFIC ADDENDA TO DISCLOSURE DOCUMENT

STATE OF CALIFORNIA

THE REGISTRATION OF THIS FRANCHISE OFFERING BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE COMMISSIONER.

THE 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 AT LEAST 14 DAYS PRIOR TO EXECUTION OF AGREEMENT.

OUR WEBSITE, WWW.INTELLIGENTASSISTANT.COM, 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.DFPL.CA.GOV.

California has a labor law known as California Assembly Bill 5 or “AB5” that governs when someone is classified as an employee or an independent contractor. Your franchise agreement states that you are an independent contractor, but AB5 may mean you are an employee instead. Being an employee may entitle you to minimum wage, sick and family leave, unemployment and workers' compensation, expense reimbursements, protection from retaliation and discrimination, and other benefits given to employees. You should research and consult with an attorney regarding California’s labor laws.

Both the Governing Law and Choice of Law for Franchisees operating outlets located in California, will be the California Franchise Investment law and the California Franchise Relations Act regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the franchise agreement or amendment to or any agreement to the contrary is superseded by this condition.

Any provision of a franchise agreement, franchise disclosure document, acknowledgment, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:

- (a) Representations made by the franchisor or its personnel or agents to a prospective franchisee.
- (b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.
- (c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.
- (d) Violations of any provision of this division.

Item 3 of the Disclosure Document is amended to add:

“The franchisor, and the persons and franchise brokers listed in Item 2 of the Disclosure Document are not 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.”

Item 6 of the Disclosure Document is amended to add:

“The highest interest rate allowed in California is 10% annually.”

Item 10 of the Disclosure Document is amended to add:

“We do not offer direct financing to you, however, if offered in the future, we will comply with all appropriate laws governing any direct financing offered by us to you including, if applicable, the California Financing Law.”

Item 17 of the Disclosure Document is amended to add:

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).

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

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

The franchise agreement requires application of the laws of the State of Florida. This provision may not be enforceable under California law.

California Business and Professions Code Sections 20000 through 20043 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.

Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as the Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281 and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

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).

Item 17 of the Disclosure Document is amended to add:

The earnings claims figure(s) does (do) not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your (franchised business). Franchisees or former franchisees, listed in the offering circular, may be one source of this information.

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 ILLINOIS

1. Illinois law shall apply to and govern the Franchise Agreement.
2. Item 17(g) and (h) of the Disclosure Document entitled “RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION” is amended by adding the following language:

Franchisees’ right upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

3. Item 17(v) of the Disclosure Document entitled “CHOICE OF FORUM” and Item 17(w) of the Disclosure Document entitled “CHOICE OF LAW” are amended to add the following language:

“In accordance 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. Section 20 of the Illinois Franchise Disclosure Act provides that termination and non-renewal of a franchise agreement is governed by Illinois law.”

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

5. 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 HAWAII

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS

FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

STATE OF MARYLAND

1. 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.)”

2. 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.”

3. 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.”

4. Item 17(w) 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.”

5. The Franchisee Ratification is amended by adding the following language:

“All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.”

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

1. 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 non-renewal of the franchise agreement, and that consent to the transfer of the franchise will not be unreasonably withheld.”

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

~~INTELLIGENT ASSISTANT 2025-26~~[INTELLIGENT ASSISTANT FDD 2025 \(MULTISTATE\) \(AS AMENDED MAR. 2, 2026\)](#)

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

3. Trademarks. The following is added at the end of Item 13:

“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.”

4. 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.

5. 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

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 G 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 SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271. 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 PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.”

2. The following is 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 affiliate offering franchises under the franchisor’s principal trademark:

- (i) No such party has an administrative, criminal or civil action pending against that person alleging: a felony, violation of franchise, antitrust or securities law; fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.

(ii) 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.

(iii) No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-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, anti-fraud or securities law, fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.

(iv) Except as disclosed above, no such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under 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 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 at the end of Item 4:

“Except as disclosed above, neither the franchisor, its affiliates, its predecessor, officers, or general partner during the ten year period immediately before the date of the Disclosure Document: (a) filed as a debtor (or had filed against it) a petition to start an action under the United States Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code during or within one year after that officer or general partner of the franchisor held this position in the company or partnership.”

4. The following is added to the end of Item 5:

“The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.”

5. The following is added to the end of the “Summary” sections of 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 cause 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 provision that the non-waiver provisions of the General Business Law Sections 687.4 and 687.5 be satisfied.”

6. The following language replaced the “Summary” section of Item 19(d), entitled “**Termination by franchisee**”:

“You may terminate the franchise agreement on any grounds available by law.”

7. The following language is added to the end of the “Summary” section of Item 17(j), entitled “**Assignment of contract by franchisor**”:

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the franchise agreement.

8. 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 forgoing 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.

STATE OF NORTH DAKOTA

- Item 17 of the Disclosure Document is amended by the addition of the following language to the original language that appears therein:

The Commissioner has determined that franchise agreements which require the franchisee to sign a general release upon renewal of the franchise agreement is unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

Covenants not to compete upon termination or expiration of a franchise agreement are generally considered unenforceable in the State of North Dakota.

The Commissioner has determined that franchise agreements which provide that parties agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

Section 51-19-09 of the North Dakota Franchise Investment provides that a provision in a franchise agreement that requires jurisdiction or venue shall be in a forum outside of North Dakota is void with respect to any cause of action which is otherwise enforceable in North Dakota.

3. Item 17(w) of the Disclosure Document entitled "CHOICE OF LAW" is amended to read as follows: "North Dakota Law"

STATE OF RHODE ISLAND

In recognition of the requirements of the State of Rhode Island Franchise Investment Act §19-28.1 *et seq.*, the Franchise Disclosure Document for IA Franchising, LLC, for use in the State of Rhode Island, is amended as follows:

1. Item 17 (u) shall be amended to read: §19-28.1-21 (a) A person who violates any provision of this act is liable to the franchisee for damages, costs, and attorneys and experts fees. In the case of a violation of §§19-28.1-5, 19-28.1-8, or 19-28.1-17(1)-(5), the franchisee may also sue for rescission. No person shall be liable under this section if the defendant proves that the plaintiff knew the facts concerning the violation. (b) Every person who directly or indirectly controls a person liable under this section, every principal executive officer or director of the liable person, every person occupying a similar status or performing similar functions, and every agent or employee of a liable person, who materially aids in the act or transaction constituting the violation, is also liable jointly and severally with and to the same extent as the person liable under this section, unless the agent, employee, officer, or director proves he or she did not know, and in the exercise of reasonable care could not have known of the existence of the fact by reason of which the liability is alleged to exist.

2. Item 17 (v) and (w) shall be amended to read: §19-28.1-14 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.

STATE OF VIRGINIA

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 WASHINGTON

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.
2. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. In any arbitration involving a franchise purchased in Washington, the arbitration or mediation site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the 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.
4. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
5. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
7. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.
9. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).
10. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).
11. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.
12. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.
13. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.
14. 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 provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.
15. 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.
16. 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.

17. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).
18. Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

IA Franchising, LLC

By: _____
 Print Name/Title: _____
 Date: _____

Developer:

Signature: _____
 Print Name: _____
 Date: _____

Signature: _____
 Print Name: _____
 Date: _____

Corporate Name (If Applicable):

By: _____
 Print Name/Title: _____
 Date: _____

EXHIBIT L

STATE EFFECTIVE DATES

STATE EFFECTIVE DATES

The following states 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 Franchise Disclosure Document is registered, on file, or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

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.

EXHIBIT M

DISCLOSURE DOCUMENT RECEIPT

DISCLOSURE DOCUMENT 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 IA Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale or sooner if required by applicable state law.

New York and Rhode Island Laws require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan and Oregon require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If IA Franchising LLC does not deliver this disclosure document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C., 20580, or your state agency listed in Exhibit A.

The Franchisor is IA FRANCHISING, LLC, located at 2121 Vista Parkway, West Palm Beach, FL 33411. Its telephone number is (561) 640-5570.

Issuance Date: August 15, 2025 [as amended March 2, 2026](#)

Franchise Seller: ~~Michael White~~ [Jason Anderson](#) and/or the Sales Agent(s) listed below, IA FRANCHISING, LLC, 2121 Vista Parkway, West Palm Beach, FL 33411; (561) 640-5570.

I have received a disclosure document issued August 15, 2025 [as amended March 2, 2026](#) that included the following Exhibits:

- A. Franchise Agreement and Applicable Addenda
- B. Deposit Receipt
- C. Multi-Unit Development Agreement and Applicable Addenda
- D. Financial Statements
- E. List of Current and Former Franchisees
- F. Operating Manual Table of Contents
- G. State Administrators and Agents for Service of Process
- H. General Release Agreement
- I. Compliance Certification
- J. Confidentiality and Nondisclosure Agreement
- K. State Addenda to Disclosure Document
- L. State Effective Dates
- M. Disclosure Document Receipts

DATE: _____
(Do not leave blank)

Print Sales Agent(s) Name(s)

Prospective Franchisee Signature

Prospective Franchisee Printed Name

Prospective Franchisee Signature

Prospective Franchisee Printed Name

Corporate Name: (if applicable)

By: _____
Authorized Corporate Officer **Signature**

Printed Corporate Officer Name / Title

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- M. Disclosure Document Receipts

DATE: _____
(Do not leave blank)

Print Sales Agent(s) Name(s)

Prospective Franchisee **Signature**

Prospective Franchisee **Printed Name**

Prospective Franchisee **Signature**

Prospective Franchisee **Printed Name**

Corporate Name: (if applicable)

By: _____
Authorized Corporate Officer **Signature**

Printed Corporate Officer Name / Title