FRANCHISE DISCLOSURE DOCUMENT

Venture X Franchising, LLC
A Florida Limited Liability Company
2121 Vista Parkway
• West Palm Beach, FL 33411
(561) 640-5342
www.ventureX.com

The company offers qualified parties a franchise for the right to independently own and operate a business that provides co-working office space and meeting rooms (each a "Facility") that features a blend of (a) boutique hotel and modern office styles and décor; (b) co-working workspaces and/or workstations strategically placed in collaborative, open areas; (c) private offices; (d) conference and meeting rooms; and (e) common area spaces including reception area, lounge, and full kitchen. Each Facility is operated utilizing our then-current: (i) proprietary marks, including our current principal mark VENTURE X (the "Proprietary Marks"); and (ii) system of operations developed by the Company and our principals, which presently includes designated technology platforms and integration designed to facilitate, track, and monitor the variety of private membership plans that a Facility is authorized to offer for access rights to the Facility and member events, as well as ancillary receptionist and administrative services and any other supplemental services the Company authorizes (collectively the "Approved Services"). The Company may also award qualified parties the right to develop multiple franchised Facilities within a defined geographical area in accordance with an agreed-upon development schedule.

The total investment necessary to begin operation of a single franchised Facility ranges from $346,500 to $3,377,000. These amounts include between $184,500 to $939,000 that must be paid to the franchisor or its affiliate(s). The total investment necessary to develop multiple franchised Facilities under our form of multi-unit development agreement depends on the number of franchises you are awarded the right to develop. By way of example, the total investment necessary to begin operation of three (3) Facilities is $445,500 to $3,476,000, which includes: (i) a development fee amounting to $178,500 that is paid to the franchisor; and (ii) the estimated initial investment necessary to commence operating the initial franchised Facility you are required to develop in your development schedule.

The 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 governmental 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, such as 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, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issue Date: April 30, 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 Exhibit E
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit D 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 Venture X in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Venture X franchisee?	Item 20 or Exhibit E 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 restriction. 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 operation 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 of 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 us by arbitration or litigation only in Florida. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to arbitrate or to litigate with us in Florida than in your own state.

2. 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.

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 a 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:

State of Michigan
Department of Attorney General
CONSUMER PROTECTION DIVISION
Attention: Franchise Section
G. Mennen Williams Building, First Floor
525 West Ottawa Street
Lansing. Michigan 48933
Telephone Number: (517) 373-7117

TABLE OF CONTENTS

ITEM		PAGE
~~1.~~	~~THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES~~	~~1~~
~~2.~~	~~BUSINESS EXPERIENCE~~	~~6~~
~~3.~~	~~LITIGATION~~	~~10~~
~~4.~~	~~BANKRUPTCY~~	~~11~~
~~5.~~	~~INITIAL FEES~~	~~11~~
~~6.~~	~~OTHER FEES~~	~~14~~
~~7.~~	~~ESTIMATED INITIAL INVESTMENT~~	~~19~~
~~8.~~	~~RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES~~	~~23~~
~~9.~~	~~FRANCHISEE'S OBLIGATIONS~~	~~27~~
~~10.~~	~~FINANCING~~	~~29~~
~~11.~~	~~FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING~~	~~29~~
~~12.~~	~~TERRITORY~~	~~41~~
~~13.~~	~~TRADEMARKS~~	~~45~~
~~14.~~	~~PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION~~	~~46~~
~~15.~~	~~OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS~~	~~47~~
~~16.~~	~~RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL~~	~~48~~
~~17.~~	~~RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION~~	~~49~~
~~18.~~	~~PUBLIC FIGURES~~	~~54~~
~~19.~~	~~FINANCIAL PERFORMANCE REPRESENTATIONS~~	~~55~~
~~20.~~	~~OUTLETS AND FRANCHISEE INFORMATION~~	~~59~~
~~21.~~	~~FINANCIAL STATEMENTS~~	~~63~~
~~22.~~	~~CONTRACTS~~	~~64~~
~~23.~~	~~RECEIPT~~	~~64~~
1.	**THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES**	**1**
2.	**BUSINESS EXPERIENCE**	**6**
3.	**LITIGATION**	**11**
4.	**BANKRUPTCY**	**12**
5.	**INITIAL FEES**	**12**
6.	**OTHER FEES**	**15**
7.	**ESTIMATED INITIAL INVESTMENT**	**20**

8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES 24
9. FRANCHISEE'S OBLIGATIONS 28
10. FINANCING 30
11. FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING 30
12. TERRITORY 42
13. TRADEMARKS 46
14. PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION 47
15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS 48
16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL 49
17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION 50
18. PUBLIC FIGURES 55
19. FINANCIAL PERFORMANCE REPRESENTATIONS 56
20. OUTLETS AND FRANCHISEE INFORMATION 60
21. FINANCIAL STATEMENTS 64
22. CONTRACTS 65
23. RECEIPT 65

ATTACHED EXHIBITS

Exhibit A	Franchise Agreement with Schedules and Applicable State Addenda
Exhibit B	Deposit Receipt
Exhibit C	Multi-Unit Development Agreement and Applicable State Addenda
Exhibit D	Financial Statements
Exhibit E	List of Current and Former Franchisees
Exhibit F	Table of Contents for Operating Manual
Exhibit G	State Administrators and Agents for Service of Process
Exhibit H	General Release Agreement
Exhibit I	Compliance Certification
Exhibit J	Confidentiality and Nondisclosure Agreement
Exhibit K	Disclosure Document Addenda
Exhibit L	State Effective Dates
Exhibit M	Disclosure Document Receipts

ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language of this Disclosure Document, the Franchisor is referred to in this Disclosure Document as "we," "us" or "our." We refer to the person interested in buying the franchise as "franchisee," "you" or "your." If you are a corporation, partnership, limited liability company or other entity, the terms "franchisee," "you" and "your" also refer to your owners.

The Company is a limited liability company formed in September 2015 in the State of Florida. Our principal place of business is 2121 Vista Parkway, West Palm Beach, Florida 33411. We do business under our corporate name and Venture X. We do not have any predecessors. The majority owner of the Company is RWT Holdings, Inc., ("RWT Holdings"). Our agents for service of process are listed in Exhibit G to this disclosure document.

The Franchisor

We were organized under the laws of Florida as a limited liability company in September 2015. Our principal business address is 2121 Vista Parkway, West Palm Beach, Florida 33411, and our telephone number is (561) 640-5342. We only do business under our corporate name and our then-current Proprietary Marks, including our current principal mark VENTURE X.

We grant franchises for the right to independently own and operate a franchised Facility (or "Franchised Business") that offers and provides the Approved Services, as well as the food, merchandise, and other retail items we authorize (collectively, the "Approved Products"), with clients and customers that have the option to enter into a variety of membership agreement or event-specific arrangements with the Facility.

We commenced offering franchises for the right to operate the kind of Franchised Business being offered in this Disclosure Document in March 2016. We have not offered any licenses or franchises in any other line of business and, outside of possibly providing certain products or services to our System franchisees, we are not otherwise engaged in any kind of material business activities.

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

Description of a Franchised Business

Your franchised Facility – which we will refer to, at times, as your franchised "Space" or "Franchised Business in this Disclosure Document – will be authorized to utilize our then-current Proprietary Marks and System to provide: (i) access to and use of certain co-working office space and meeting rooms within a multi-faceted facility featuring a blend of (a) boutique hotel and modern office styles and décor, (b) co-working workspaces and/or workstations strategically placed in collaborative, open areas, (c) private offices, (d) conference and meeting rooms, and (e) common area spaces including reception area, lounge and full kitchen, via a variety of membership plans and/or other event-specific arrangements with clientele; (ii) an array of complementary services to the access/use rights above, including without limitation, receptionist and administrative services and any other supplemental services that we authorize and Client engages the Franchised Business to perform (collectively, we have been referring to these collectively as the "Approved Services"); and (iii) retail merchandise, beverages, food and other products that we authorize or approve in accordance with the terms of your Franchise Agreement (collectively, the "Approved Products").

Your Franchised Business must be operated (a) using our Proprietary Marks, and (b) in accordance with the System of business operations developed by us and our affiliates/principals for the establishment and ongoing operation of a franchised Facility, which is comprised of various know how, information, trade secrets, proprietary and/or confidential Operations Manual and other manuals we may loan to you (collectively, the "Manuals"), standards and specifications, marketing and sales programs, design and layout of a typical "Space," fixture and furniture selection, personnel guidelines and other research and development connected with the establishment and operation of a Facility, which we may modify from time to time as we deem appropriate in our sole discretion.

You must operate your Franchised Business only at and from a premises that we have previously approved in writing (your "Premises"). As of the Issue Date, we expect that the Premises for a typical franchised Facility will contain a minimum of 20,000 total usable square feet of commercial space, stand-alone space and/or retail space. We expect that franchised Facilities will be typically located in corporate parks, larger/regional shopping venues or other commercial business areas.

Each Facility is designed to be a modern, collaborative, efficient work space and meeting room facility that features a blend of boutique hotel and modern office design and décor comprised of, among other things: (i) multiple types of workstations and office spaces, including private, designated and shared, open work areas (each a "Workstation"); (ii) private offices having solid sound insulated walls with glass walls toward the open areas to maintain the collaborative culture of a given Space; (iii) conference rooms, collaboration dens, meeting rooms; and (iv) a full kitchen, reception area and lounge area.

Typically, the Approved Services are offered and provided through a variety of private membership plans that must be made available to individuals and/or businesses (each a "Member"), depending on the plan and the terms of corresponding membership or other agreement with the client at issue (the "Services Agreement"). Typically, Workstation users may subscribe to various membership plans providing for the use of one (1) or more Workstations, or access to franchised Facility generally during specified hours of use. Certain membership plans offer plan holders 24/7 secure access to the Space, while other memberships may provide more limited access. You may also rent certain areas to non-Members for specifically-planned meetings and/or events. The Facility must offer and, if part of the Services Agreement, provide Members with access to telecommunications systems, video conferencing, Internet connectivity, data transmission services, other equipment and business support services such as receptionist and administrative support as needed by your trained customer support representatives. In addition to the above, your Space will plan, prepare and host ongoing social, education and entrepreneur events for its members providing networking and learning opportunities.

You will be responsible for soliciting potential Members and other Facility clientele (collectively, the "Clients") to purchase memberships, or other use/access rights, for the Approved Services that each Client is looking to exercise. You do not need our approval to enter into a Services Agreement with, or subsequently provide any Approved Services or Approved Products to, any prospective Member or Client – but you must ensure that all information we designate regarding your Client solicitation activities, Service Agreements and/or the activities of Members and other Clients is properly recorded (a) into the appropriate customer record management, point-of-sale or other required software we designate for use in connection with your Franchised Business (collectively, the "Required Software"), and (b) utilizing our designated computer system hardware and other components (the "Computer System"). Our current System standards and policies mandate that Members that sign a Services Agreement with one (1) Space may also access and utilize other Spaces (franchised) that are part of the System network. You must comply with such Member reciprocity policies that are part of our current System, as we designate in the Manuals or otherwise in writing.

In order to own and operate a Franchised Business, you must enter into our current form of franchise agreement that is attached as Exhibit A to this Disclosure Document (the "Franchise Agreement"). If you (as the prospective franchisee) are a business entity (for example, a corporation, partnership or limited liability company), then all of the individuals that have any type of ownership interest in the franchisee entity must sign our form of personal guaranty (attached as an Exhibit to the Franchise Agreement) where each owner agrees to be personally bound by, and personally guarantee the entity's obligations under, all terms of the Franchise Agreement (the "Personal Guaranty").

Once we agree on the approved Premises of your Franchised Business, we will designate a geographical area around the Premises where we will not own or operate, or license a third party the right to own or operate, a Facility that utilizes the Proprietary Marks and System (your "Designated Territory"). We reserve the right, in certain circumstances, to designate your Designated Territory at the time you execute your Franchise Agreement, in which case you will need to secure a Premises that we approve within your Designated Territory.

Multi-Unit Development Agreement ("MUDA")

We also offer qualified individuals and entities the right to develop multiple Franchised Businesses within a defined geographical area wherein you will be afforded certain territorial rights (a "Development Area"), which will be set forth in the form of area development agreement you enter into with us (your "Development Agreement"). Your Development Agreement will also contain a mandatory development schedule detailing the deadline by which you must develop (open and commence operating) each franchised Facility within your Development Area you are awarded the right to develop (the "Development Schedule"), and our current form of Development Agreement is attached to this Disclosure Document as Exhibit C. Your Development Agreement will contain a mandatory development schedule detailing the deadline by which you must open and commence operating each Franchised Business you agree to develop (the "Development Schedule").

You shall be required to enter into our current form of Franchise Agreement for the initial franchised Facility that you are awarded the right to develop within the Development Area at the same time as your Development Agreement. You must subsequently enter into our then-current form of Franchise Agreement for each Franchised Business you wish to open under your Development Agreement, which may contain materially different terms than your original Franchise Agreement.

As described more fully in Item 5 of this Disclosure Document, you will be required to pay us a one-time development fee that will be calculated based on the number of franchised Facilities we award you the right to develop under the Development Agreement (the "Development Fee").

Parent(s) and Affiliate(s)

We do not have any predecessor(s) that require disclosure in this Disclosure Document.

Our parent is RWT Holdings, LLC, a Florida limited liability company with its principal place of business at 2121 Vista Parkway, West Palm Beach, Florida 33411 (our "Parent"). We were previously co-owned by our Parent and Olivia Company, LLC ("OC"), a Florida limited liability company with a business address at 6635 Willow Park Drive, Naples, Florida 34109, from September 2015 through December 2018 – at which time our Parent bought OC's ownership interest.

OC may: (i) be involved in the ongoing management or operation of the initial Facility that is owned by a former affiliate, VentureX, LLC, and that commenced operation under the Proprietary Marks in Naples, Florida back in 2012; and (ii) exercise certain option rights to develop up to five (5) franchised Facilities

utilizing the Proprietary Marks and System subject to our then-current form of Franchise Agreement that OC enters into with us.

The Company has no subsidiaries. The companies listed below are disclosed as our affiliates based on the definition of *affiliate* under the Federal Trade Commission's ("FTC's") Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunities; Final Rule, as amended March 30, 2007, commonly referred to as the "Franchise Rule." (16 CFR Parts 436 and 437). The Franchise Rule provides: "*Affiliate* means an entity controlled by, controlling, or under common control with, another entity."

The Company is an affiliate of United Franchise Group, an affiliated group of franchise companies which are located at 2121 Vista Parkway, West Palm Beach, Florida 33411 whose franchising companies are:

1. **Sign*A*Rama Inc**. ("Signarama"), the world's largest franchisor of retail sign shops, that has been in franchising since April 1987 and has 680 locations in 21 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 2001 and has 285 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 491 franchised territories and 1 affiliated territory in 10 countries;

4. **Great Greek Franchising, LLC** ("TGG"), a franchisor of restaurants offering Greek and Mediterranean cuisine has been franchising since January 2018 and has 61 franchise locations and 8 affiliated locations in 2 countries;

5. **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 85 franchise locations and 1 affiliated location in 2 countries;

6. **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 84 locations;

7. **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 30 franchised territories and 4 affiliated territories;

8. **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.

Please note that United Franchise Group is simply a collection of affiliated distinct franchising-related brands. The brands within United Franchise Group which offer coworking franchises are collectively known as Vast Coworking Group ("Vast").

United Franchise Group is not an owner or parent company of any kind. United Franchise Group is simply the tradename for a group of separate and legally distinct franchising and franchising-related brands which are affiliated with one another but separate and distinct business entities. The four brands within United Franchise Group 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 our affiliates Signarama, Fully Promoted, TBA, TGG, GCZ, OE, EXF, and IO are as of December 31, 2024.

The Signarama, Fully Promoted, TBA, TGG, GCZ, and EXF franchises are different businesses than the Business described in this disclosure document. We have not, and none of these affiliates have, offered franchises in any other line of business. OE and IO are franchisors of co-working and collaborative office facilities which may be considered similar to a Venture X Business.

Our affiliate, Franchise Real Estate, Inc. ("Franchise Real Estate") is a real estate services company 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 provides real estate services and assistance to our franchisees including retail site selection, lease negotiation, construction management and assistance with obtaining building renovation costs. As of the Issue Date, Franchise Real Estate is one (1) of our Approved Suppliers for the various types of real estate services that a System franchisee will need in connection with securing an approved Premises and opening a franchised Facility at that location. Franchise Real Estate does not operate, and has not operated, a business that is similar to a Business. 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 provided above, none of these affiliates have (a) offered or awarded franchises or licenses in any other line of business, or (b) operated a business that is similar to the franchised Facility that is being offered in this Disclosure Document.

Market and Competition

The market for the kind of access/use rights to facilities that offer and afford its members and other clientele the kinds of Approved Services that your Franchised Business will be authorized to offer is competitive and still developing. We expect that you will be competing with other national, regional and local serviced, flexible office providers, co-working facilities, meeting and training facilities and commercial office alternatives. Many competitors are local entrepreneurs operating a small number of locations. We are aware, however, of several national and international competitors offering services that are similar to or competitive with the services that our Franchised Business provides. You will be offering the Approved Services to a broad base of customers, consisting of business persons who require the services and flexible workspaces and meeting spaces to conduct their business.

Industry-Specific Regulations

Most states and local jurisdictions have enacted laws, rules, regulations and ordinances that may apply to the operation of your business, including those that: (i) establish general standards, specifications and requirements for the construction, design and maintenance of the business premises; (ii) regulate matters affecting the health, safety and welfare of your customers, such as restrictions on smoking; (iii) set standards pertaining to employee health and safety; (iv) regulate matters affecting requirements for accommodating disabled persons, including the Americans with Disabilities Act; (v) set standards and requirements for fire safety and general emergency preparedness; and (vi) regulate, or otherwise relate to or govern, the operation of a business that provides usage/access rights to a co-working space or similar facility, including those that may require you to obtain certain permits, certificates, licenses or approvals to provide the Approved Products and Approved Services at your Franchised Business.

You are also responsible for the knowledge and application of all federal, state and provincial data privacy laws, such as the Gramm-Leach-Bliley Act, the Fair Credit Reporting Act, the Telephone Consumer Protection Act, the Fair and Accurate Credit Transactions Act, the National Automated Clearinghouse Association, General Data Protection Regulation and all related and associated regulations as well as any other applicable federal, state and provincial laws (collectively "Privacy Laws").

You will also be solely responsible for ensuring that the form of membership or other Services Agreement you utilize in connection with your franchised Space complies with all applicable laws, and you will need to work with your own attorneys and legal advisors to take whatever steps necessary to ensure the same.

There are federal laws and agency rules promulgated by the U.S. Postal Service governing commercial facilities that handle or receive mail that may impact the operations of your Space. There are also federal and state laws protecting persons with disabilities and against discrimination of members of protected classes that are applicable to places of public accommodation. Your Space meets the definition of a "place of public accommodation" for purposes of these laws, and these state and federal laws may impact the operations of your Space. You must comply with these laws and regulations and the laws generally applicable to all businesses. You should investigate these laws and regulations with an attorney.

Please be advised that you must investigate and comply with all of these applicable laws and regulations. You are responsible for complying with all applicable laws and regulations. We have not researched any of these laws to determine their applicability to your Franchised Business.

ITEM 2

BUSINESS EXPERIENCE

~~Ray Titus — *Managing Member — West Palm Beach, FL*~~

- ~~Chief Executive Officer of IO since November 2023;CK Franchising, LLC d/b/a Cannoli Kitchen Pizza ("CK"), a franchisor of quick service restaurants offering Italian-style food items, 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 IO since November 2023; CK from May 2023 to April 2025; EXF since May 2022; OE since April 2022; GCZ since May 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 August 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 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.~~
- 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 – ~~*President*~~*Co-Founder* ***and Chief*** ~~*Strategy*~~*Executive* ***Officer – West Palm Beach, FL***

- Director of Sales of IO since February 2024.
- President of IO since February 2024; VTX since June 2023; and OE since July 2022.

- Co-Founder and Chief ~~Strategy~~Executive Officer of 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.President of VTX from January 2019 to December 2021.

~~**Michael White** – ***Chief Development Officer – Durham, NC***~~

- ~~Chief Development Officer (formerly known as Chief Revenue Officer) of 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.~~

~~**Tipton Shonkwiler** – ***Senior Executive – West Palm Beach, FL***~~

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

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

- ~~Senior Executive of 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.

Tammy Senter – ***Vice President of Operations – Grand Prairie, TX***

- Vice President of Operations of VTX since January 2024.
- Director of Business Development of VTX from September 2019 to December 2023.

~~**Nick Bruckner** – ***Director of Sales – West Palm Beach, FL***~~

- ~~Director of Sales of VTX since January 2024.~~

- ~~Senior Vice President of Sales of 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.~~

John Fleming – ***Regional Vice President – Monroe, WA – Pacific Northwest Region***

- Regional Vice President of 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; TGG, VTX, TBA, Fully Promoted and Signarama since April 2019; NLX from April 2019 to February 2024; JSS from April 2019 to June 2022; EXM from April 2019 to August 2021; and SuperGreen from April 2019 to December 2020.

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

- ~~Regional Vice President of 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.~~

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

- Regional Vice President of 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 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.~~

~~**Juan Montes De Oca** – ***Regional Manager – West Palm Beach, FL***~~

- ~~Regional Manager of IO since February 2024; EXF since September 2023; OE, GCZ, VTX, and TBA since December 2022.~~
- ~~Business Center Manager of OE from May 2017 to December 2022.~~

Jake Gerardi – ***Brand Development Manager – West Palm Beach, FL***

- Brand Development Manager of 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.

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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, an affiliate of the Company, 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, an affiliate of the Company:

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. dba United Franchise Group, and In the Matter of: The Commissioner of Financial Protection and Innovation v. Great Greek Franchising, LLC and UFG Group, Inc. dba United Franchise Group. It is alleged in the consent orders that, in October 2021, TGG and GCZ, holding themselves out a 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 ~~inquires~~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 bankruptcy information is required to 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.
The Franchise Deposit is for:

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

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 VTX 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

At your request, VTX can 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 $1,500 and $5,000 per geographic area or property. These fees will be paid directly to the third party vendor.

Franchise Agreement

Initial Franchise Fee

When you sign your Franchise Agreement, you must pay VTX an initial franchise fee amount to $79,500 (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. VTX 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, and IO) may be afforded the opportunity to acquire a franchised Space for a reduced non-refundable Initial Franchise Fee of $49,500, 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.

Design & Site Selection Fee

The Design & Site Selection Fee 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 VTX. The "Site Selection" is for VTX'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 VTX. You will pay the DSS Fee as follows:

Venture X Business Being Developed	DSS Fee	When Due
1st Business	$19,500	Upon execution of first Franchise Agreement
2nd Business	$15,000	$5,000 upon commencement of Search for second location (as determined in VTX's sole discretion), $5,000 upon execution of Lease, and $5,000 upon Certification of Occupancy for the Space
3rd Business and every Business thereafter ("Multi-DSS Fee")	$10,000	$4,000 upon commencement of Search for second location (as determined in VTX's sole discretion), $4,000 upon execution of Lease, and $2,000 upon Certification of Occupancy for the Space

If you already have a location secured and or own your own property, you will pay a modified DSS fee equal to half of the relevant DSS Fee (as more fully described above) upon signing of the Franchise Agreement. The DSS Fee is uniformly charged and is not refundable.

Furniture, Fixtures & Equipment Deposit

Prior to opening your franchised Space, 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 Space with certain of our then-current System trade dress, and (b) we will specify in the Manuals or otherwise in writing (the "FF&E") from Venture X and/or our approved designated supplier. We estimate that the total costs will range between $50,000 and $750,000 depending on the size, design and layout of your franchised Facility and the Premises, plus applicable taxes and installation fees.

	FF&E Payment Amount	When Due
1st Payment	$75,000	At Letter of Intent (LOI) (or at execution of Lease , if no LOI is executed)
2nd Payment	$75,000	At execution of Lease
Final Payment	Remaining Balance	Upon Completion of Architectural Plans

Multi-Unit Development Agreement ("MUDA")

Development Fee

If we determine to award you the right to develop multiple franchised Facilities within a designated Development Area as described more fully in Item 1, you will be required to pay us a lump-sum development fee amounting to the sum of: (i) $79,500 for the first franchised Facility (which includes a Franchise Deposit); and (ii) $20,000 for each additional franchised Facility you are awarded the right to develop (the "Development Fee"). By way of example, the Development Fee due in connection with a Development Agreement for right to develop three (3) franchised Facilities will be $119,500 ($79,500 + $20,000 + $20,000 = $119,500). As each required Space is developed, You must pay us an Initial Franchise

Fee of $49,500 (less $20,000 credit from the Development Fee). You must sign a Franchise Agreement for each additional Space by the date required in the Development Schedule.

The Development Fee is paid to VTX upon execution of your Development Agreement, and this fee is deemed fully earned and non-refundable upon payment. Please be advised that you will be required to execute the Franchise Agreement that will govern the first franchised Facility you open within the Development Area at the same time you execute your MUDA for the development rights. If we terminate your MUDA as a result of your default, any and all fees paid for additional locations under the MUDA prior to default are non-refundable.

You will need to enter into our then-current form of Franchise Agreement for each Additional Franchised Business you develop under your Development Agreement, which must be signed prior to or contemporaneous with your securing of an approved Premises for that Additional Franchised Business.

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.

ITEM 6

OTHER FEES

Name of Fee[1]	Amount	Due Date	Remarks
Royalty	The greater of (a) 6% of your Gross Revenues generated by your franchised business, or (b) $1,500/month (the "Monthly Minimum Royalty")	Currently payable monthly on the 10th business day of the following month	"Gross Revenues" means all revenue and sales generated by the offer, sale and provision of the Approved Services, including all Service Agreement revenue, gift cards, Membership-related revenue, as well as the sale of Approved Products from, at or through the franchised business. "Gross Revenues" do not include sales tax that is collected and paid directly to the appropriate taxing authority.

Name of Fee[1]	Amount	Due Date	Remarks
Marketing Fund (or "Fund") Contribution	Currently the greater of: (a) 2% of your Gross Revenues; or (b) $1,500/month	Currently payable monthly on the 10th business day of the following month	The Fund has been established. See Item 11 for more information on marketing
Local Marketing	If your private offices occupancy rate is: (A) below 25%, you must spend at least $6,000 per month; (B) between 25% and 50%, you must spend at least $4,000 per month; (C) between 50% and 75%, you must spend at least $2,500 per month; (D) between 75% and 90%, you must spend at least $1,500 per month; or (E) at or above 90%, there is no minimum required.	Monthly	Payable to a third-party vendor.
Local and Regional Advertising Cooperatives	As determined by the co-op. Currently, none	As determined by the co-op	Payable to the cooperative. We have the right to establish local or regional cooperatives in the future; currently none exist.
Transfer Fee	Currently the greater of: (a) $49,500 or (b) 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	30 days before renewal	To cover costs of closing and processing paperwork
Training School Fee	$500 or then current training fee	Due at least thirty (30) calendar days prior to attendance at training	Payable to VTX. Training school fees are waived for the franchisee's first training class and designated managers who attend the first class with the franchisee

Name of Fee[1]	Amount	Due Date	Remarks
Additional Training School Fee	$500 or the then-current additional training school Fee	Due at least thirty (30) calendar days prior to attendance at training	Payable to VTX. 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
Technology Fee	$2,000 per month or then current fee, for the first five (5) users; $75 for each additional user	Currently payable monthly beginning on the 10th business day of the month following the month in which your Space is open	Payable to VTX. Includes workplace management software, IT Networking, CRM, Office 365 licenses, email accounts, and support software.
Procurement Fee	The greater of: 1) 15% of the gross value of the materials and services ordered by us or our affiliate(s) on your behalf, or 2) $25,000	As incurred	Payable to us
Enterprise Level Internet and Backup	$1,000 to $3,000 per month depending on circuit size, type and physical location	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 February 28 of every calendar year.	You pay us a Conference Fee; you pay third parties all other expenses such as travel and hotel. Attendance is mandatory. This Conference Fee includes two (2) registration fees.

Name of Fee[1]	Amount	Due Date	Remarks
Audit Expenses	Cost of audit plus underpayment and interest on underpayment	As incurred	You will be required to pay this if an audit reveals that you understated Gross Revenues by more than 1.5% percent or you fail to submit required reports. Interest due if there is an understatement in the Royalty Fee or Marketing Fund Contributions.
Lease Renewal Assistance/ Expansion Fee	$5,000	Payable upon request	Payable to VTX upon your request to expand your existing location or renewing the lease at your existing location and require our assistance for negotiation
Indemnification	Damages sustained by us or our affiliates as a result of actions by you. Amount will vary	If and when incurred	You must indemnify and reimburse VTX for any expenses or losses that we or our representatives incur related to your Venture X Business
Professional Fees and Expenses	Will vary under circumstances	As incurred	You must reimburse VTX for any legal or accounting fees that we incur as a result of any breach or termination of your Franchise Agreement. You must reimburse VTX if we are required to incur any expenses in enforcing VTX's rights against You under the Franchise Agreement.

Name of Fee[1]	Amount	Due Date	Remarks
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 for the first violation and $250 per compliance violation thereafter	Payable on demand	Payable to VTX if your business is not in compliance with VTX's 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 VTX terminates the Franchise Agreement before the end of the term because of your material breach, or you terminate the Franchise Agreement without legal cause.

[1] ~~Unless indicated~~Except as noted otherwise~~, these fees or payments~~ in this table, we impose and collect all fees, except for certain local marketing expenses that you will make directly (see Item 11 for details). All fees are payable to us, uniformly applied to new system franchisees, and ~~are nonrefundable,~~non-refundable; however, in ~~certain unique circumstances,~~instances that we ~~have reduced certain~~consider appropriate, we may waive some or all of these fees for ~~particular~~ franchisees ~~for a limited period of time.~~.

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ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT
FRANCHISE AGREEMENT

Type of Expenditure	Amount[1]		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Initial Franchise Fee	$79,500	$79,500	Lump sum	At signing of Franchise Agreement	VTX
DSS Fee[2]	$10,000	$19,500	Lump Sum	At signing of Franchise Agreement	VTX
Professional Fees and Other Legal Fees	$15,000	$60,000	As agreed	As agreed	Third Parties
Leasehold Improvements/Low Voltage Data Cabling/Access Control and Sound Masking[3]	$0	$1,066,000	As agreed	As agreed	Third Parties
Architectural Services[4]	$0	$150,000	As agreed	As agreed	Third Parties
Designated Furniture, Fixture & Equipment (FF&E)[5]	$50,000	$750,000	Installments	As agreed	VTX or other approved supplier
Initial Marketing Launch[6]	$45,000	$90,000	Installments	See Note	VTX or other approved supplier
Grand Opening Event	$5,000	$15,000	As agreed	As agreed	Third Parties
OJT (On the Job Training)	$500	$4,000	As agreed	As agreed	Third Parties
Real Estate (rental payments will vary by location)[7]	$19,500	$113,000	As arranged	Monthly	Third Party
Office Supplies and Kitchen Supplies[8]	$15,000	$30,000	As agreed	As agreed	Third Parties
Pre-Opening Staff, Salaries, Travel, Accommodations, Transportation and Meals During Training[9]	$5,000	$30,000	As agreed	From 90 days before construction completion date to the start of business	Third Parties
Insurance Deposits and Premiums[10]	$2,000	$20,000	As agreed	As agreed	Third Parties
Site Lease Deposit	$0	$600,000	As agreed	As agreed	Landlord
Additional Funds (0-6 mos.)[11]	$100,000	$350,000	As agreed	As agreed	Employees, suppliers and other third-party vendors

Type of Expenditure	Amount[1]		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Total Estimated Initial Investment	$346,500	$3,377,000			

(GENERAL: Except where noted otherwise, all amounts that you pay to us are nonrefundable. Third party lessors and suppliers will decide if payments to them are refundable. We do not offer direct or indirect financing for any of your initial investment.)

[1] These figures are estimates. We recommend that you obtain independent estimates from third-party suppliers for the costs which would apply to your establishment and operation of a Venture X Facility. VTX makes no representation that your costs will come within the ranges estimated and cannot guarantee that you will not incur additional expenses starting your Venture X franchise. You actual costs will depend on: (a) geographic region; (b) time of year; (c) the number of clients being serviced; (d) sales promotions; (e) how closely your follows VTX process and procedures; (f) your management skills; (g) experience and acumen; (h) local economic conditions; (i) the local market for Venture X services and products; (j) prevailing market salaries; (k) competition; and (l) the sales level that you reach during the initial period of your franchised business. The estimated initial investment and other estimates in this disclosure document do not take into account your personal living expenses, any debt service needs, ongoing working capital improvements, accounts receivable financing, or other costs.

[2] The DSS Fee is discussed in detail in Item 5 of this disclosure document..

[3]A typical Venture X consists of about 20,000 rentable square feet of commercial or retail space at the low end of the range, and about 35,000 or more rentable square feet of commercial or office retail space at the high end of the range. The actual yield of offices, meeting rooms, and public areas will vary based on pre-existing conditions and design. A Venture X may occupy a single floor, multiple floors, part of a building, or an entire building. The range in this chart represents estimated costs of leasehold improvements for a 20,000 square foot Venture X requiring improvements amounting to $5 per square foot above landlord's tenant allowance on the low end, to a 35,000 square foot Venture X requiring substantial improvements amounting to $20 per square foot above the landlord's tenant allowance on the high end of the range. Actual costs of improvements will vary, depending on various factors, including the condition of the site you choose, the cost of architectural drawings, the local cost of contractors, and the geographic location of your Venture X Facility. This cost can be as low as $0 if you are acquiring an existing location or a second-generation Space.

[4] The range in this chart represents an estimated cost to purchase a full set of architectural drawings ready to submit to local municipalities for permitting.

[5] In addition to the initial franchise fee, you must purchase a Furniture, Fixture, & Equipment Package (FF&E) from us. Each FF&E package is customizable, depending on the size and other needs of your Venture X Space. In the event you purchase a conversion space, then VTX shall work to the best of its ability to conform your conversion space with its existing furniture, fixtures and equipment to fall within VTX's brand standards, and accordingly, your Furniture, Fixture & Equipment should be greatly reduced as a result. The FF&E contains furniture for your office spaces, conference rooms, open work areas, lounge and café areas, plus any additional seating areas that are suitable for the interior of your Space will be included. You will receive the audio visual equipment for your conference rooms and presentation area, as well as technology pieces needed to run your business, such as a laptop and reception desk computer You shall also receive signage for the exterior and interior of your Facility, plus an extensive marketing plan to

introduce and help grow your business. The low amount represents the amount you may spend on furniture, fixture and equipment if your location is a second generation coworking space.

[6] The marketing package is a comprehensive package incorporating various channels to reach your target market and drive tours to your location. This package includes the initial set up and management of your website, initial set up of and posting to your location-specific social media pages, set up and management of your online listings (such as Google® My Business and Yelp®), your marketing launch, pay-per-click, display retargeting, geofencing and hyperlocal banner advertising, and other marketing deliverables. Additionally, this package covers the internal and external photography and promotional video of your location.

[7]A typical new Space will occupy a minimum of 20,000 usable square feet of interior space with HVAC, lighting fixtures, electrical outlets and telephone wiring installed for your Business. Cost per square foot of leasing commercial space varies greatly depending on your location and the market conditions affecting commercial property. Our locations currently range from 8,000 to 35,000 square feet, with rental prices ranging from $19,500 and $113,000 per month. This is not including any tenant improvement allowances or free rent, which may or may not be granted by your landlord, and in the case of tenant improvement allowances, they are reimbursable to you on terms agreed to between you and the landlord.

[8] The figures in this chart represent the estimated cost of purchasing necessary equipment and office supplies (including printed materials, promotional materials, and equipment) needed for the first three (3) months of operating your Venture X Space. These figures do not take into consideration equipment leasing alternatives. The low amount represents the amount you may spend on office and kitchen supplies if your location is a second generation coworking space which contains some reusable products. The appliances covered in this range include a refrigerator, dishwasher, microwave, ice machine, water dispenser, coffee equipment, and vending supplies.

[9] For pre-opening staff salaries, travel, lodging, transportation and meals, it is required that you hire a community manager at least ninety (90) days before the construction completion date and that he or she complete our 1-week initial training program. The base salary for this role typically ranges from $45,000 to $60,000. Within sixty (60) days after construction completion, you are required to hire a community coordinator and we recommend that your community coordinator also complete our initial training program. The base salary for this role typically ranges from $30,000 to $40,000. The estimated initial investment cost accounts for three months of pay and your costs to have these employees attend our initial training program. We do not charge training fees; however, you are responsible for all other costs of attendance.

[10] You are obligated under the Franchise Agreement to hold certain business insurance policies including comprehensive general liability policy, a policy covering "all risk" of physical loss, a policy covering data security and cyber liability, and additional policies as may be required under your local laws or ordinances. We also recommend that you obtain business interruption insurance with a pandemic rider, hired and non-owned automobile insurance, and technology errors and omissions insurance. The amount listed in this table reflects our estimate of basic insurance for your first six months of operation. Your expenses will vary depending on your exact requirements as dictated by your landlord and/or local insurance rates.

[11] You will need capital to support your ongoing expenses, e.g. payroll and utilities and janitorial services (assuming such services are not covered under the terms of your lease), to the extent that these costs are not covered by sales revenue when you first open. We estimate that you will need approximately $100,000 to $350,000 in additional capital during the start-up phase. Our experience shows that on average franchisees typically have needed approximately $250,000, but your needs may be lower or higher. This figure does not include sums necessary for living or personal expenses nor payments for your debt service. New

businesses often generate a negative cash flow for a time. We estimate the amount given will be sufficient to cover on-going expenses for the start-up phase of your Business that we calculate to be up to 6 months. However, this is only an estimate, and we cannot assure you that additional capital will not be necessary during your start-up phase. Your costs will depend on factors such as how much you follow our systems and procedures, your management skills and experience, your business skills, local economic conditions, the prevailing wage rate, the local market for your Venture X business, competition and occupancy levels reached during the start-up phase.

The total is only an estimate of your initial investment and is based on our estimate of average costs and market conditions prevailing as of the date of this disclosure document, the many years of experience, and our knowledge acquired in assisting and supporting those who have completed the start-up phase and the pre-opening construction phase since we began franchising in 2016. We encourage you to seek the advice of your business advisor, accountant or attorney to help formulate a business plan and a methodology of your Business operation. *Remember: A business plan is an important step in understanding your financial needs.* You are cautioned to allow for inflation, discretionary expenditures, fluctuating interest rates and other costs of financing, and other local market conditions, which can be highly variable. You must bear any deviation or escalation in costs from the estimates in this Item 7(I).

YOUR ESTIMATED INITIAL INVESTMENT
MULTI-UNIT DEVELOPMENT AGREEMENT

Type of Expenditure	Amount[1]	Method of Payment	When Due	To Whom Payment is to be Made
Development Fee[2]	$178,500	Lump Sum	At signing of MUDA	VTX
Initial Investment[3] – First Venture X location	$267,000 - $3,297,500			
Totals[4]	Low: $445,500 plus applicable tax High: $3,476,000 plus applicable tax			

[1] All fees and payments are non-refundable, unless otherwise stated or permitted by the payee. This chart details the estimated initial investment associated with (a) opening and commencing operations of your first franchised business under our current form of Franchise Agreement, and (ii) acquiring an option to be awarded two (2) additional franchised spaces, subject to the terms and conditions of your MUDA.

[2] This Development Fee is non-refundable. The Development Fee described in greater detail in Item 5 of this Disclosure Document and is calculated as follows: (i) $79,500 for the first franchise you are awarded the right to develop under your Development Agreement, plus (ii) $49,500, multiplied times the number of additional franchised Facilities you are awarded the right to develop within your Development Area.

[3] This figure represents the total estimated initial investment required to open the initial franchised business, governed by the Franchise Agreement you executed at the time you execute the MUDA. The range include all items outlined in the chart above.

[4] This is the total Development Fee plus our estimated initial investment to open and commence operating your initial franchised business within your development area. This range does not include any investment amounts you will incur in opening each additional franchised location(s) that you exercise your right to subsequently own and operate (pursuant to our then-current form of Franchise Agreement with us) because VTX does not expect you will exercise these option rights under the MUDA within the first six (6) months of the operation of your initial franchised business.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate all aspects of your Franchised Business in strict conformance with the methods, standards and specifications of our System. Our methods, standards, and specifications will be communicated to you in writing through our confidential Manuals and other proprietary guidelines and writings that we prepare for your use in connection with the Franchised Business and System. We may periodically change our System standards and specifications from time to time, as we deem appropriate or necessary in our sole discretion, and you will be solely responsible for costs associated with complying with any modifications to the System.

Approved Products and Services

At your franchised Space, you must ensure that (a) you only provide the Approved Products and Approved Services we authorize to your Members and/or all Clients (as applicable), and (b) your Members and other Clients comply with the terms and conditions, including those regarding acceptable activities and behavior within your Space, set forth in the form of Services Agreement that enter into with you. These services and products must all be provided in a manner that meets our then-current System standards and specifications, as well as all applicable laws and regulations related to the provision of these services/products.

We will provide you with a list of our then-current Approved Products and Approved Services, along with their standards and specifications, as part of the Manuals or otherwise in writing prior to the opening of your Franchised Business.

Approved Suppliers

We have the right to require you to purchase any products or services necessary to operate your Franchised Business from a supplier that we approve or designate (which we have, at times, referred to as an "Approved Supplier" in this Disclosure Document), which may include us or our affiliate(s). We will provide you with a list of our Approved Suppliers in writing as part of the Manuals or otherwise in writing, and we may update or modify this list as we deem appropriate. You may be required to execute additional agreements with our Approved Suppliers.

Except as provided in this Item, none of our officers own an interest in any of our Approved Suppliers.

We may develop proprietary products for use in your Franchised Business, including private-label products that bear our Proprietary Marks, and require you to purchase these items from us or our affiliate(s) or other Approved Supplier we designate. We reserve the right to designate VTX or any of our Affiliates as an Approved Supplier with respect to any item you must purchase in connection with your Franchised Business in the future.

As of the Issue Date, we require that you purchase the following from VTX and/or an Approved Supplier we designate: (i) credit card processing services; (ii) certain Computer System components, as well as the then-current Required Software designed for use in connection with your Franchised Business; (iii) the designated FF&E, as well as certain other millwork and furniture, fixtures and equipment needed to build out and equip your franchised Space; (iv) workspace management software; (v) IT infrastructure and management services; (vi) and other hardware and software or platforms for the technology systems you use to operate the Business and, if applicable, also offer and/or make available to Members and other Clients.

We also have an Approved Supplier we recommend for real estate services such as site selection and acquisition, namely our affiliate FRE or its designee (for certain regional areas), but you are not required to engage or use this Approved Supplier for these services if you wish to use an alternative supplier and provide us with advance written notice of their contact information. We will not unreasonably withhold our approval of such alternate provider in these circumstances, provided that supplier enters into our prescribed from of confidentiality and non-disclosure agreement with regards to any Space specifications, designs, drawings, layouts, site criteria or other System-specific information that we deem confidential as part of our System.

If you wish to purchase a product or service that we require you to purchase from an Approved Supplier from an alternate source, then you must obtain our prior written approval as outlined more fully in this Item. We may provide our standards and specifications for certain of our Approved Products and Services directly to our Approved Suppliers, and may provide these standards and specifications to an alternative supplier you propose if: (i) we approve the supplier in writing as outlined more fully in this Item; and (ii) the alternative supplier agrees to sign our prescribed form of non-disclosure agreement with respect to any confidential information we disclose.

Required Purchases and Right to Derive Revenue

The products or services we require you to purchase or lease from an Approved Supplier, or purchase or lease in accordance with our standards and specifications, are referred to collectively as your "Required Purchases." Please be advised that these percentages do not include your lease payments you make in connection with your Premises.

Presently, you must purchase certain equipment, furniture, and fixtures necessary to establish and commence operations of your Franchised Business that meets our System standards and specifications, as well as engage a third-party provider we designate to assist you in locating and securing an approved Premises for your Franchised Business.

We also reserve the right to derive revenue from any of the purchases our System franchisees are required to make in connection with the Franchised Business.

During the past fiscal year ending December 31, 2024, please note that (a) we derived $1,246,055 in any revenue from our franchisees' Required Purchases from us, which is 20% of our total revenue of $6,282,417 generated in our past fiscal year, and (b) our affiliate, FRE, generated a total of $601,257 in revenue from our franchisees' Required Purchases.

Non-Approved Product/Service and Alternate Supplier Approval

We may, but are not obligated to, grant your request to: (i) offer any products or services in connection with your Franchised Business that are not Approved Products and Services; or (ii) purchase any item or service we require you to purchase from an Approved Supplier from an alternative supplier.

If you wish to undertake either of these actions, you must request and obtain our approval in writing before: (i) using or offering the non-approved product or service in connection with your Franchised Business; or (ii) purchasing from a non-approved supplier. You must pay our then-current supplier or non-approved product evaluation fee when submitting your request. We may ask you to submit samples or information so that we can make an informed decision whether the goods, equipment, supplies, or supplier meet our specifications and quality standards. In evaluating a supplier that you propose to us, we consider not only the quality of the particular product at issue, but also the supplier's production and delivery capability, overall business reputation and financial condition. We may provide any alternate supplier you propose with a copy of our then-current specifications for any product(s) you wish the supplier to supply, provided the supplier enters into a confidentiality and non-disclosure agreement in the form we specify. We may also inspect a proposed supplier's facilities and test its products, and request that you reimburse our actual costs associated with the testing/inspection.

We will notify you in writing within 30 days after we receive all necessary information and/or complete our inspection or testing to advise you if we approve or disapprove the proposed item and/or supplier. The criteria we use in approving or rejecting new suppliers is proprietary, but we may (but are not required to) make it available to you upon request. Each supplier that we approve of must comply with our usual and customary requirements regarding insurance, indemnification and non-disclosure. If we approve any supplier, we will not guarantee your performance of any supply contract with that supplier under any circumstances. We may re-inspect and/or revoke our approval of a supplier or item at any time and for any reason to protect the best interests and goodwill of our System and Proprietary Marks. The revocation of a previously-approved product or alternative supplier is effective immediately when you receive written notice from us of revocation and, following receipt of our notice, you may not place any new orders for the revoked product, or with the revoked supplier.

Purchasing Cooperatives and Right to Receive Compensation

We may, when appropriate, negotiate purchase arrangements, including price terms, with designated and Approved Suppliers on behalf of the System. We may establish strategic alliances or preferred vendor programs with suppliers that are willing to supply some products, equipment, or services to some or all of the Facilities in our System. If we do establish those types of alliances or programs, we may: (i) limit the number of approved suppliers with whom you may deal; (ii) designate sources that you must use for some or all products, equipment and services; and (iii) refuse to approve proposals from franchisees to add new suppliers if we believe that approval would not be in the best interests of the System.

We and/or our Affiliates may receive payments or other compensation from Approved Suppliers or any other suppliers on account of these suppliers' dealings with us, you, or other Franchised Businesses in the System, such as rebates, commissions or other forms of compensation. We may use any amounts that we receive from suppliers for any purpose that we deem appropriate. We and/or our affiliates may negotiate supply contracts with our suppliers under which we are able to purchase products, equipment, supplies, services and other items at a price that will benefit us and our franchisees.

We currently have no purchasing cooperative with any Approved Supplier(s). We reserve the right to create purchasing cooperatives in the future. Except as provided in this Item, we did not receive any rebates from our Approved Suppliers in connection with our franchisee's Required Purchases.

Franchisee Compliance

When determining whether to grant new or additional franchises, including as part of any MUDA you enter into with us, we consider many factors, including your compliance with the requirements described in this Item 8. You do not receive any further benefit as a result of your compliance with these requirements.

Advertising

All advertising and promotional materials and other items we designate must bear the Proprietary Marks in the form, color, location, and manner we prescribe. In addition, all your advertising and promotion in any medium must be conducted in a dignified manner and must conform to the standards and requirements we prescribe in the Manuals or otherwise. You must obtain our approval before you use any advertising and promotional materials or plans in connection with your Franchised Business if we have not prepared or approved them during the 12 months prior to the date of your proposed use.

Website Domain Names

Franchisee may not acquire any domain names in relation to their Venture X business without direct written approval from Venture X Corporate. Any domain names that are acquired without written approval will need to be relinquished immediately to Venture X Corporate.

Approved Location and Lease

You must obtain our approval of the Premises for your Franchised Business before you acquire the site. You must also obtain our approval of any contract of sale or lease for the Premises before you execute the contract or lease, and we may condition our approval of any such lease on you and your landlord's execution of our prescribed form of Collateral Assignment of Lease and lease addendum. You must also ensure that you comply with all of our System standards and specifications related to the build-out, remodeling and/or construction of your Franchised Business at the Premises. Please note that we may require you to reimburse us for the actual costs and expenses we incur in connection with sending any representatives to your Designated Territory to conduct an evaluation of any site you propose.

Our approval is not a warranty or a guarantee of your success at your selected location, and you retain final approval of the site selected and leased by you. It is up to you and your selected advisors to review all pertinent information regarding viability of your selected location. VTX makes no legal representation of your lease agreement or terms. Please seek confident council regarding these matters. VTX encourages you to seek the advice of your business advisor, accountant or attorney, who may assist in the drafting of your lease agreement.

If you have entered into an MUDA with us and acquire option rights to acquire and open additional franchised Spaces in the future, then we may condition your signing of our then-current form of Franchise Agreement for each such additional Space until you have secured an approved Premises from which to operate that Space.

Insurance

You must purchase and maintain the types and amounts of insurance that we designate in our Manuals or otherwise in writing, including a general liability policy with $1,000,000 in total coverage, which we may modify from time to time as we deem appropriate in our reasonable discretion. In addition to general liability insurance, you must also purchase and maintain: (i) employer's liability and workers' compensation as prescribed by law; (ii) comprehensive fire legal liability; (iii) comprehensive and liability

coverage for any owned and non-owned motor vehicles used in connection with the Franchised Business; (iv) any professional liability associated with the management of the Space and/or provision of other Approved Services and/or Approved Products at or from your Premises; (v) a policy covering data security and cyber liability; and (vi) any other coverage we periodically require or designate to satisfy insurance-related obligations.

We do not have currently have an Approved Supplier for insurance, but (a) we reserve the right to designate or recommend such provider(s) in the future, and (b) you must furnish us with certificates of insurance (or, at our request, copies of all insurance policies), evidencing the existence and continuation of the insurance coverage required by the Franchise Agreement. All policies must contain a waiver of subrogation in our favor and must name us and any additional parties we designate as additional insureds (except with regards to workers' compensation insurance).

You may also be required to obtain professional liability insurance in the amounts required by the applicable laws where your Franchised Business is located due to the space management and certain Approved Services and/or Approved Products that you will be providing from and at your franchised Space.

Computer Hardware and Software

You must purchase any and all computer hardware, software and peripherals in accordance with our System standards and specifications, including any Required Software we designated for use in connection with the System. We may require you to purchase any of these items from one (1) of our Approved Suppliers, as described more fully above in this Item. Your Premises must have Internet Wi-Fi that your Members and other Clients can access from their respective suites within your franchised Space.

ITEM 9

FRANCHISEE'S OBLIGATIONS

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

	Obligation	Section in Agreement	Section in MUDA	Item in Disclosure Document
a.	Site selection and acquisition/lease	Section 3	Not applicable	Items 7, 11, and 12
b.	Pre-opening purchase/leases	Section 6	Not applicable	Items 5, 7, and 8
c.	Site development and other pre-opening requirements	Section 6	Not applicable	Items 5, 7, and 11
d.	Initial and ongoing training	Sections 6.D, 7, and 8	Not applicable	Items 7 and 11
e.	Opening	Section 6	Section 1(a)	Item 11

	Obligation	Section in Agreement	Section in MUDA	Item in Disclosure Document
f.	Fees	Section 10	Section 1(b)	Items 5, 6, and 7
g.	Compliance with standards and policies/operating manual	Sections 6, 11, 12, and 13	Not applicable	Item 11
h.	Trademarks and proprietary information	Sections 6.G, 6.H, and 14	Not applicable	Items 13 and 14
i.	Restrictions on products/services offered	Section 6.R	Not applicable	Item 16
j.	Warranty and customer service requirements	Sections 6 and 21	Not applicable	Item 11
k.	Territorial development and sales quotas	Sections 1.C, 1.D, and 6.T	Section 1(a)	Item 12
l.	Ongoing product/service purchases	Sections 6.A, 6.C, and 6.S	Not applicable	Item 8
m.	Maintenance, appearance and remodeling requirements	Sections 2.C, 6.K, 6.Q, 6.R, and 6.BB	Not applicable	Item 11
n.	Insurance	Section 13	Not applicable	Item 6
o.	Advertising	Section 12	Not applicable	Item 11
p.	Indemnification	Section 6.Z	Not applicable	Item 6
q.	Owner's participation/ management/staffing	Sections 6.E, 6.O, and 6.U	Not applicable	Items 11 and 15
r.	Records and reports	Sections 10.F and 11.A	Not applicable	Item 6
s.	Inspection and audits	Section 11	Not applicable	Items 6 and 11

	Obligation	Section in Agreement	Section in MUDA	Item in Disclosure Document
t.	Transfer	Section 15	Not applicable	Item 17
u.	Renewal	Sections 2.B, 2.C, 2.D, and 2.E	Not applicable	Item 17
v.	Post-termination obligations	Section 17	Not applicable	Item 17
w.	Non-competition covenants	Section 17.F	Not applicable	Item 17
x.	Dispute resolution	Sections 25 and 26.D	Section 6	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 any other obligation.

ITEM 11

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

Except as provided below, VTX is not required to provide you with any assistance.

PREOPENING OBLIGATIONS

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 Facilities. (Development Agreement, Section 3);

2. Designate a Protected Search Area for the Franchise Business in the Franchise Agreement. Once you have secured a location for your VTX Space, your Protected Search Area will terminate, and we will designate a Protected Territory (as defined in Item 12) for your Space (Franchise Agreement, Section 1(C));

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 (B) and (C));

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 a Data Sheet attached as an Exhibit to your Franchise Agreement. (Franchise Agreement, Section 2(D));

5. We will provide you access and license to utilize our confidential and proprietary Manuals. You must operate your Franchised Business in accordance with the Manuals and all applicable laws and regulations. The Manuals may be amended or modified by us to reflect changes in the System. You must keep the Manuals confidential and current, and you may not copy any part of the Manuals. You are required to keep a copy of the Manuals at your Premises, and if there is a dispute relating to the contents of the Manuals, then the master copy (which we maintain at our corporate headquarters) will control. We reserve the right to disclose updates to the Manuals 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 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 296 pages (Franchise Agreement, Section 5(D));

6. We will provide you with a list of our Required Items, including the Designated FFE, and Approved Suppliers (to the extent we have designated them), either as part of the Manuals or otherwise in writing. (Franchise Agreement, Section 5(D));

7. We will provide you with our proprietary and confidential templates, standards and specifications associated with the design, layout, build-out and equipping of your Premises so that it can open and operate consistent with the System. We will also review and reserve the right to approve all modifications to the template design and layout documents you and your architect (our Approved Supplier) submit in order to fit and otherwise utilize the specific Premises of your Franchised Business. Similarly, we must review and approve any proposed signage you submit and provide you with a list of the Designated FFE and other items that you will need to purchase and maintain at your Facility based on the final layout and design plans for your Premises. (Franchise Agreement, Section 6(D)); and

8. 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 Facility and that you and all the initial personnel of your franchised Facility 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 VTX Premises, and you and your initial management must complete all Remote Instruction we designate in the Manuals 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 Manuals and other proprietary training materials, which may include 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 Facility, or (ii) the deadline by which you are required to have that Facility 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 Facility, 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 Facility(ies) in providing such training to such as subsequent, new Facility).

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 the Covid-19 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 other of our training personnel to provide instruction on one (1) or more of the topics below, but such substitute personnel will typically have at least 12 months of experience with us in the specific areas of instruction he/she will be providing.

g. In addition to the corporate training as outlined we will connect you with a franchise location for "On the Job" training ("OJT"). During this time, you will visit an Intelligent Office location and train side by side with the local team. This will provide you with an opportunity to gain firsthand insight regarding business functionality from the professionals. You will also get hands-on experience with technology and customer engagement. OJT is typically two to three days.

h. 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
Introduction/ Orientation	2	Virtual	1	0	West Palm Beach, FL
Industry Breakdown	1	Virtual	1	0	West Palm Beach, FL
Workspace Management Software/POS/CRM	2	Virtual	2	0	West Palm Beach, FL
Goals Setting	1	Virtual	1	0	West Palm Beach, FL
Events	2	Virtual	1	0	West Palm Beach, FL
CMRA Compliance	2	Virtual	1	0	West Palm Beach, FL
Memberships	3	Virtual	1	1	West Palm Beach, FL
Brokers/Lead Referral Partners/Third-Party Aggregators	3	Virtual	2	0	West Palm Beach, FL
Amenities/Partnerships	2	Virtual	0	0	West Palm Beach, FL
Brand Standards	0	Virtual	1	0	West Palm Beach, FL
Financial Management	1	Virtual	1	0	West Palm Beach, FL
Operations	3	Virtual	6	2	West Palm Beach, FL
Sales & Marketing	6	Virtual	10	2	West Palm Beach, FL
Staffing	2	Virtual	1	0	West Palm Beach, FL
UFG Ecosystem – Brand Introduction	0	Virtual	1	0	West Palm Beach, FL
Role Play & Discussion	2	Virtual	1	3	West Palm Beach, FL
Totals	32		31	8	

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

Subject	Marketing/Sales Setup Hours	Operations Setup Hours	Location
Introduction/ Orientation	1	1	Virtual/Your Location
Industry Breakdown	1	2	Virtual/Your Location
Workspace Management Software/POS/CRM	4	4	Virtual/Your Location
Goals Setting	1	2	Virtual/Your Location
Events	1	1	Virtual/Your Location
CMRA Compliance	2	1	Virtual/Your Location
Memberships	2	2	Virtual/Your Location
Brokers/Lead Referral Partners/3rd party Aggregators	1	1	Virtual/Your Location
Amenities/Partnerships	1	1	Virtual/Your Location
Brand Standards	1	2	Virtual/Your Location

Subject	Marketing/Sales Setup Hours	Operations Setup Hours	Location
Financial Management	1	2	Virtual/Your Location
Operations	3	4	Virtual/Your Location
Sales & Marketing	8	5	Virtual/Your Location
Staffing	2	1	Virtual/Your Location
UFG Ecosystem – Brand Introduction	1	1	Virtual/Your Location
Role Play & Discussion	2	2	Virtual/Your Location
Totals	32	32	

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 Facility within a Franchise Agreement detailing an area ("Area"), or (ii) the right to develop two (2) Facilities 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 Facilities 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 Facility 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 5(E)).

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 Facility 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 with established VTX Spaces 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 VTX. 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 Territory. Subject to any retained rights, we will not establish or authorize another person to establish a VTX Space within the Protected Search Area while effective. 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 a VTX Space outside of a Protected Search Area. You may be required to pay a fee for this as discussed in Item 6. If we allow you to do this and you have signed an Multi-Unit Development Agreement, we may alter your Development Area to account for the reduction in VTX Spaces 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 twelve (12) months to open your Franchised Business from the time you execute your Franchise Agreement. In the event that your Franchise Business is a conversion of a premises which was previously operated as a coworking space, we estimate that it will take you approximately three (3)

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 Facilities 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 the Data Sheet attached to your Development Agreement and will be based, in part, on the number of Franchised Businesses you are awarded the right to develop. (Development Agreement, Section 4(B) and 4(C)). 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 up to five (5) days of Additional Training each year at our headquarters or other location we designate. We may also require that you and your employees attend up to five (5) days of 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 Manuals as part of the actions you must undertake to cure that default/violation or failure (the "Remedial Training"). You will be required to pay our then-current training tuition fee for any Additional Training you and your employees attend. You will also be solely responsible for all expenses incurred in attending Additional Training. (Franchise Agreement, Sections 7(D) and 8(A));

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 5(F));

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, Sections 6(K) and 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(Q));

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, we may require you to attend for up to five (5) days each year. You will responsible for the costs and expenses you incur in connection with any annual conference/convention (lodging, travel, meals, etc.), but we will not charge you an attendance/registration fee. (Franchise Agreement, Section 5(C));

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 Facility 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 12(A));

7. We expect and intend to continuing 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 as a result of any inspection or audit. (Franchise Agreement, Sections 5(B) and 11(A));

9. We may supplement, revise or otherwise modify the Manuals, 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 Facilities (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 expend an Initial Marketing Spend of between $45,000 to $90,000 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 (a) pre-opening sales activities designed to generate Operators and otherwise promote the Approved Services and Facility prior to opening, or (b) other materials and/or services that are provided by our Approved Supplier(s). (Franchise Agreement, Section 6(A)).

Local Advertising. Recognizing the importance of promoting your Franchised Business within your Designated Territory and surrounding area, we evaluate your required advertising expenditures (referred to as the "Local Advertising Requirement") based on your current occupancy rates for private offices. If your private occupancy rate is:

- Below 25%, you must spend at least $6,000 per month in direct lead-generation advertising (such as pay-per-click advertising);
- Between 25% and 50%, you must spend at least $4,000 per month in direct lead-generation advertising;
- Between 50% and 75%, you must spend at least $2,500 per month in direct lead-generation advertising; or
- Between 75% and 90%, you must spend at least $1,500 per month in direct lead-generation advertising.

We will waive your minimum Local Advertising Requirement under the Franchise Agreement once the Franchised Business has reached an occupancy rate greater than 90%, for so long as said occupancy rate remains above this 90% threshold (the "Occupancy Threshold"). If the occupancy rate of the Franchised Business drops below this Occupancy Threshold, then the minimum Local Advertising Requirement will again become effective for the Franchised Business until the occupancy rate once again exceeds the Occupancy 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, Facilities 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 the higher of (a) 2% of the Gross Revenue generated by your franchised Facility, or (b) $1,500 per month. We reserve the right to increase the Fund Contribution requirement to an amount equal to up to 3% of the Gross Revenue generated by your franchised Facility upon written notice. (Franchise Agreement, Section 10(C))

Our affiliate-owned Facilities may, but are not obligated to, contribute to the Fund in the same manner that each franchised Facility is required to contribute..

During fiscal year 2024, expenditures by the Marketing Fund by category were as follows: 90.7% for advertising expenses and 9.3% for administrative expenses (including taxes).

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 Facility, 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 rollover 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 regional and/or local advertising cooperatives that are comprised of a geographical market area that contain two (2) or more Facilities (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 Facility owners in your Cooperative and us to develop and implement regional advertising campaigns designed to benefit all the Facilities 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 amounts you expend on Cooperatives will be credited towards your Local Advertising Requirement. (Franchise Agreement, Section 12(B))

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 Facility 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 you 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 $15,286 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 $6,340 -$11,340 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 will 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 Facility 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 Manuals; (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. 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 Manual or other System updates/supplements, and (b) implement the same in connection with your franchised Facility 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®, X formerly 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 Manuals 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 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 affiliate) is the sole registrant of the Internet domain name www.VentureX.com, as well as any other Internet domain names 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.

ITEM 12

TERRITORY

Franchise Agreement

Premises and Relocation

You will operate the Facility 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 Facility without our prior written approval, which may be withheld in our discretion. Generally, we do not approve requests to relocate your Facility 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.

Designated Territory

Your Designated Territory, if granted, will typically be comprised of a radius around your Facility 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 Facility.

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).

If and 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 Venture X Facility 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 Facilities at certain "Non-Traditional Sites" within your Designated Territory and, for these reasons, 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 Facilities, using any of the other brands or Marks that we now, or in the future, may offer, and we may operate or license Facilities 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 Facilities will be able to provide the Approved Services to any potential client that visits or otherwise reaches out to your Facility, 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 Facility (or Development Agreement) of any kind.

We may choose, in our sole discretion, to evaluate your Facility 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 OE and IO also offer customers similar product and services, such as shared workspaces, as the VTX Space. 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 Facility 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 Facilities 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 Facilities 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 Facility location, anywhere inside or outside of the Designated Territory;

(vi) own and operate Facilities 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 Facility. 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 Facility 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 Facility 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 Facility 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 Facility that does not comply with the Franchise Agreement or the 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.

We have not established other franchises or company-owned outlets or another distribution channel offering or selling similar products or services under a different trademark. Neither we nor our affiliates have established, nor do we presently intend to establish, other franchised or company-owned businesses that are similar to the Franchised Business and the feature and provide the Approved Services from a space of the same size and functionality as a franchised Facility under a different trade name or trademark, but we and our affiliate(s) reserve the right to do so in the future without your consent. Please note that we have detailed our current affiliate franchisors and their respective franchising activities in Item 1, which we do not believe require further description here given they are not offering the Approved Services or similar services/products.

ITEM 13

TRADEMARKS

The Franchise Agreement licenses you to use our proprietary trademarks, service marks, trade names, trade dress and commercial symbols (collectively, the "Marks"). You may not use any of the Marks as part of your corporate or business entity name. We are the owner of the Mark listed below for which we have a federal registration. All required affidavits for registration have been filed. We also claim common law trademark rights for all the Marks you will use in the operation of your Business.

Trademark, Service Mark or Design	U.S. Registration No.	Principal/ Supplemental Register	Date of Registration
Venture X	4546564	Principal	June 10, 2014
VENTURE X THE FUTURE OF WORKSPACE	5632458	Principal	December 18, 2018
VENTURE X	5632537	Principal	December 18, 2018
THE FUTURE OF WORKSPACE	5632474	Principal	December 18, 2018

The Marks have not yet been renewed; however, we intend to renew the registrations and file all appropriate affidavits for the Marks at the times required by law.

We will notify you in writing (through the Manual or otherwise) which Marks you are licensed to use. Your use of the Marks and any related goodwill is to our exclusive benefit and you retain no rights in the Marks. You retain no rights in the Marks upon termination of the Franchise Agreement. You are not permitted to make any changes or substitutions of any kind in or to the use of the Marks unless we direct in writing.

We reserve the right in our sole discretion to cease use of any trademark. There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, or any state trademark administrator or court, nor any pending infringement, opposition, or cancellation proceedings involving the Proprietary Marks. There are no pending material federal or state court litigation regarding our use or ownership rights in any of the Proprietary Marks. To our knowledge, there are no infringing uses that could materially affect your use or our ownership rights in the Proprietary Marks or our rights in the Proprietary Marks.

You must promptly notify us of any suspected unauthorized use of the Proprietary Marks, any challenge to the validity of the Proprietary Marks, or any challenge to our affiliate's ownership of, our right to use and to license others to use, or your right to use, the Proprietary Marks. We have the sole right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlements. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. We will defend you against any third-party claim, suit,

or demand arising out of your use of the Proprietary Marks. If we, in our sole discretion, determine that you have used the Proprietary Marks in accordance with the Franchise Agreement, we will bear the cost of defense, including the cost of any judgment or settlement. If we, in our sole discretion, determine that you have not used the Proprietary Marks in accordance with the Franchise Agreement, you must bear the cost of defense, including the cost of any judgment or settlement.

We reserve the right, at our sole discretion, to modify, add to, or discontinue use of the Proprietary Marks, or to substitute different proprietary marks for use in identifying the System and the businesses operating under these marks. You must comply with any changes, revisions and/or substitutions at your sole cost and 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 Operations Manuals and other communications. We claim copyright protection covering our Confidential Information and the Operations Manuals. 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 Operations Manuals. We are not obligated to take any action against any unauthorized user of the Confidential Information or the Operations Manuals, but will respond to this information as we think appropriate. We will control any litigation involving the Confidential Information and the Operations Manuals. 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 Operations Manuals 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 Operations Manuals. You must keep the Operations Manuals updated and at your Center. You must keep the Operations Manuals in a secure area in your office. If there is a dispute regarding the contents of the Operations Manuals, 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 Operations Manuals 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 Operations Manuals.

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 Operations Manuals 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 and any of these individuals' spouses are bound by the confidentiality provisions in the Franchise Agreement.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

While we recommend that you personally participate and manage the day-to-day operations of your franchised Facility directly, you may hire a Designated Manager[1] to manage daily operations with our approval. Both you and any Designated Manager you appoint will be required to complete the Initial Training Program to our satisfaction (prior to undertaking any management responsibilities and/or receiving our approval).

We will not unreasonably withhold our approval of any Designated Manager you propose, provided the Designated Manager has completed the required components of our Initial Training Program and otherwise demonstrated that he/she a good handle on our System standards and specifications for daily operations of a System Facility and its Approved Services. If the franchisee is a business entity, we do not require the Designated Manager to own an interest in the entity, but the Designated Manager must always sign a form the of the Confidentiality and Nondisclosure Agreement that (a) is a substantially similar form to that attached to this disclosure document as Exhibit J, (b) must be reviewed by franchisee's own counsel and updated as counsel suggests to help ensure compliance with and enforceability under the applicable laws where the Facility is located, and (c) provided to us for our records once reviewed and updated by counsel in the format we request.

Your franchised Facility must, at all times, be managed by at least one (1) individual who has successfully completed all components of our Initial Training Program. If you are an entity, then you must designate one (1) individual that will serve as the primary point of contact for us with respect to Franchised Business matters and that will be handling the day-to-day operations and management of the Franchised Business (your "Designated Principal").

In the event that you operate more than one Franchised Business, you must have a properly trained Designated Manager at each franchised Facility you own and operate – other than the one (1) franchised Facility you determine to manage directly and personally. You must keep us informed at all times of the identity of any personnel acting as Designated Manager, and obtain our approval before substituting a new Designated Manager at any of your locations.

[1] While the VTX Franchise Agreement identifies the individual responsible for managing the daily operations of your business as the "Community Manager," you may elect to use a different term to identify this person.

Regardless of whether you have a Designated Manager, you must appoint and engage a "Community Manager" that has been trained by us and/or another person that has completed all components of our Initial Training Program and that will be educated in all Approved Services.

It is important to note that we are not your employer and that you will have the right to control all decisions related to recruiting, hiring or firing any personnel, including any Designated Manager or other personnel you use to recruit Members and/or facilitate the provision of the Approved Services at you franchised Facility. Please note that nothing in this Disclosure Document or any agreement you enter into with us will create any type of employer or joint employer relationship between (a) you and/or your personnel, and (b) us.

If you are an individual, your spouse will not be required to sign the Franchise Agreement or Personal Guaranty. If you are a business entity (limited liability company, corporation, partnership, etc.), then your Designated Principal and each of your shareholders/members/partners (the "Owners"), as applicable, must either 1) sign as an additional party to the Franchise Agreement; or 2) sign an Owners Agreement guarantying the obligations of the entity (which is attached to the Franchise Agreement).

Under a Multi-Unit Development Agreement, we may require that you designate and retain an individual throughout the term of the Development Agreement to act on behalf of you in all transactions concerning your obligations under the Development Agreement (the "Representative"). If you are an individual, you must perform all obligations of the Representative. The Representative must use reasonable efforts to do the following, during the entire period he serves in that capacity: (1) maintain a direct or indirect ownership interest in the Franchised Business; (2) devote substantial time and reasonable efforts to the supervision and conduct of the Franchised Business and execute the Development Agreement as one of the Principals; and (3) meet our standards and criteria for a Representative as set forth in the Manuals or otherwise in writing by us. If the Representative or any designee is not able to continue to serve in the capacity of Representative or no longer qualifies, you must promptly notify Franchisor and designate a replacement.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must (1) sell or offer for sale only those products, merchandise, and services as we have expressly approved for sale in writing, (2) sell or offer for sale all types of products, merchandise, and services we specify, (3) refrain from any deviation from our standards and specifications without our prior written consent, and (4) discontinue selling and offering for sale any products, merchandise, and services which we may, in our discretion, disapprove in writing at any time. You must only offer and sell any Approved Products (included branded merchandise) at retail, and you are not permitted to sell such Approved Products (including all retail merchandise) at wholesale or for re-sale of any other kind.

All Approved Products, including inventory used in connection with the Approved Services, that are sold or offered for sale at the franchised Facility must meet our then-current System standards and specifications, as established in the Manuals or otherwise in writing. The Franchise Agreement does not limit our right to make changes in the types of the Approved Services and/or Approved Products, including the varying levels of membership.

To the extent we are permitted to do so by applicable laws, we reserve the right to specify the prices for the products and services you offer and sell, and to establish minimum and maximum prices for such products and services. We retain the right to modify such prices, as well as (a) set maximum and/or minimum Membership and other pricing as permitted by applicable law, and/or (b) provide suggested retail Membership and other pricing, from time-to-time in our reasonable discretion. You must comply with all

of our policies regarding advertising and promotion, including the use and acceptance of coupons, gift cards or incentive programs, unless the laws of your Franchised Business specifically provide that you cannot be made to participate in such promotional campaigns that are typically designed to promote the System and Facility locations generally. We do not limit your access to customers in that customers may patronize your franchised Facilities or to whom you may sell Memberships or otherwise provide Approved Services even if they do not reside within your Designated Territory, provided you comply with the advertising, marketing and solicitation obligations under your Franchise Agreement.

You must adhere to any System policies we establish and reduce to writing in the Manuals or otherwise regarding Members and Membership policies, including those we determine to establish regarding (a) Membership reciprocity amongst all or certain System Facilities within a given region or proximity, and (b) corresponding policies regarding any allocation of the sales generated by such Memberships that are used at more than one (1) Facility location.

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP

	Provision	Section in Franchise or Other Agreement	Section in MUDA	Summary
a.	Length of franchise term	Section 2.A	Not Applicable	35 Years
b.	Renewal or extension of the term	Section 2.B	Not Applicable	35 Years
c.	Requirements for franchisee to renew or extend	Sections 2.C, 2.D and 2.E	Not Applicable	Pay $2,500 renewal fee, remodel, sign releases, and you may be asked to sign a new Franchise Agreement with materially different terms and conditions than your original agreement.
d.	Termination by franchisee	None	Not Applicable	Provisions regarding termination by the franchisee are subject to state law.

	Provision	Section in Franchise or Other Agreement	Section in MUDA	Summary
e.	Termination by franchisor without cause	None	None	Not applicable
f.	Termination by franchisor with cause	Section 16	Section 3	VTX can terminate only if you default.
g.	"Cause" defined – curable defaults	Section 16	Section 3	You have 15 days to cure our requirements and specifications regarding products and services, non-payment of amounts due and owing, non-submission of reports, and 30 days for any other default not listed in Section 16 of the Franchise Agreement.
h.	"Cause" defined – non-curable defaults	Section 16	Not Applicable	Non-curable defaults: failure to commence business within 365 days from date of Franchise Agreement, failure to keep open, falsification of franchise application, insolvency and bankruptcy, commencement of dissolution proceedings, unsatisfied or unbonded judgment, falsification of books, records or reports, 2 or more prior defaults in 12 consecutive months, unauthorized assignment, and communication of proprietary information to competitor.

	Provision	Section in Franchise or Other Agreement	Section in MUDA	Summary
i.	Franchisee's obligations on termination/non-renewal	Section 17	Not Applicable	Obligations include providing VTX with a list of customers, invoices, address card file and business cards, payment of all amounts due, returning Manual and other proprietary materials, discontinuing use of copyrighted materials and all items identifying our marks or name, assigning contracts with customers, changing or assigning telephone numbers and compliance with non-compete agreements.
j.	Assignment of contract by franchisor	Section 15.I	Not Applicable	No restriction on our right to assign.
k.	"Transfer" by franchisee – defined	Section 15.G	Not Applicable	Includes transfer of beneficial interest in Franchise Agreement.
l.	Franchisor approval of transfer by franchisee	Section 15.A	Not Applicable	We retain the right to approve all transfers but will not unreasonably withhold approval.
m.	Conditions for franchisor approval of transfer	Section 15.C	Not Applicable	Qualified purchaser, training completed, execution of new Franchise Agreement, payment of transfer fee, not in default, and payment of all costs and obligations.

	Provision	Section in Franchise or Other Agreement	Section in MUDA	Summary
n.	Franchisor's Right of First Refusal to Acquire franchisee's business	Sections 15.E and 15.F	Not Applicable	We can match any offer.
o.	Franchisor's option to purchase franchisee's business	Section 17.F	Not Applicable	Upon expiration or termination, we can buy certain assets at a price equal to your cost or fair market value, whichever is less.
p.	Death or disability of franchisee	Section 15.H	Not Applicable	The Franchise Agreement is transferable without additional fee or penalty, subject to VTX's approval, which shall not be unreasonably withheld.
q.	Non-competition covenants during the term of the franchise	Section 6.W	Not Applicable	No involvement in any other competing business, except with prior written consent of VTX.
r.	Non-competition covenants after the franchise is terminated or expires	Section 17.F	Not Applicable	No competing business for 2 years within 25 miles of former location or within 25 miles of any other VTX franchisee.
s.	Modification of the agreement	Section 18	Not Applicable	No modifications generally but Manual subject to change.

	Provision	Section in Franchise or Other Agreement	Section in MUDA	Summary
t.	Integration/merger clause	Sections 18 and 26.J	Section 6	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.
u.	Dispute resolution by arbitration or mediation	Section 25.A	Section 6	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).

	Provision	Section in Franchise or Other Agreement	Section in MUDA	Summary
v.	Choice of forum	Sections 25.A, 25.F, and 26.D	Section 6	Your home state for non-binding mediation; Palm Beach County, Florida for litigation and arbitration (subject to applicable state law). However, VTX reserves the right to commence an action in your jurisdiction.
w.	Choice of law	Section 26.F	Section 6	Florida law applies, except that any Florida-specific state law applicable to franchises shall not apply to the offer or sale of a given franchise awarded under a Franchise Agreement unless said franchise awarded specifically falls within the jurisdictional and definitional scope of a "franchise" under the statute/regulation at issue without reference to this choice of law section in the Franchise Agreement (or any other agreement with us)(subject to applicable state law).

ITEM 18

PUBLIC FIGURES

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

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual financial performance of its franchises and/or franchisor-owned units, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location under particular circumstances.

The financial performance representation information in this Item 19 includes certain financial performance information relating to our Stores' operation in calendar year 2024. We obtained 100% of the Gross Revenues data for the VTX Spaces listed in the Store Sales Table and the other financial performance representations included in this Item 19 from monthly sales reported to us by the Spaces. 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 Stores properly reported Gross Revenues in 2024.

The financial performance representations include annual Gross Revenues of VTX Spaces for the calendar year 2024. "Gross Revenues" means all revenues from the sale of 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 gross sales).

VTX System Gross Revenues of Leased Open Venture X Locations

The disclosure in the below table contains historical information related to Gross Revenue for our leased Venture X locations in operation during calendar year 2024. We obtained 100% of the Gross Revenues data for the franchisees represented from monthly Gross Revenues reported to us by franchisees in their Royalty Reports. The Gross Revenues results shown below are a historic representation for 32 franchisees (30 located in the United States and 2 located in the United Kingdom) which have been open for one full calendar year or more as of December 31, 2024, reported Gross Revenues to VTX every month in calendar year 2024, and whose VTX Space is subject to a lease. Twelve (12) franchise locations were excluded for failing to report Gross Revenues to VTX every month in calendar year 2024, six (6) were excluded for not being open for one full calendar year as of December 31, 2024, and two (2) were excluded because the franchisee owns his or her VTX Space (meaning they have no lease for the Space). The Gross Revenues reports have not been audited by certified public accountants, nor have we sought to independently verify their accuracy for the purposes of the financial performance representations**.**

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Gross Revenues by Square Footage

Square Footage Tiers	Locations	Average Gross Revenues	Median Gross Revenues	Highest Gross Revenues	Lowest Gross Revenues	Percentage of Spaces At or Above the Average
More than 25,000 Square Feet	7	$1,925,222	$1,798,829	$3,234,714	$1,145,978	43%
Between 25,000 and 20,000 Square Feet	12	$1,279,370	$1,242,386	$2,331,712	$547,468	42%
Between 20,000 and 15,000 Square Feet	8	$1,696,732	$1,710,744	$3,471,598	$578,870	50%
Less than 15,000 Square Feet	5	$1,097,495	$878,848	$2,499,324	$440,969	40%

Key Performance Indicators of Venture X Locations

The disclosures in the below table contains information related to certain key performance indicators for the 32 Venture X locations included in the Center of Sales Study above. The below chart shows the open locations by location name, months open, the rounded total square feet, and the Gross Revenue for 2024. The (total offices) column refers to the total number of office spaces available to each location. The (total seats) column refers to the total number of available seats in each location. The (average leads/month) column refers to the average number of leads that each franchisee received every month. The (Peak Occupancy) column refers to the highest month of occupancy levels each location saw in 2024.

Size and Capacity of Venture X Locations (Includes only Eligible centers per Item-19 Criteria)

Location	Months Open	Total Sq/ Ft	2024 Gross Revenue	Peak Occupancy	Private Offices	Total Seats	Average Leads/Mo
Ashburn, VA	39	19,858	$2,007,898	96.0%	83	284	58
Bethlehem, PA	52	12,884	$878,848	90.0%	35	134	46
Brownsville, TX	80	10,154	$445,542	84.0%	33	140	54
Charleston, SC	57	32,698	$1,938,599	92.0%	109	332	96
Charlotte (Ballantyne), NC	60	24,385	$2,331,712	98.6%	63	273	56
Charlotte (The Refinery), NC	58	22,694	$1,807,617	97.0%	41	254	48
Columbia (Downtown), MD	17	21,999	$697,154	91.3%	90	241	22
Columbia, MD	24	21,139	$782,552	75.7%	79	272	51
Dallas (Braniff Centre), TX	43	21,375	$1,248,870	84.0%	72	298	87
Dallas (Galleria), TX	81	23,323	$1,235,902	86.4%	72	267	79
Denver (Lodo), CO	36	42,653	$3,234,714	78.0%	96	445	78
Denver North, CO	47	14,500	$440,969	70.0%	40	175	19
Denver South, CO	74	13,027	$1,222,793	87.0%	34	164	34
Doral, FL	68	18,900	$1,579,136	97.0%	45	152	43
Durham, NC	60	21,773	$1,446,394	71.0%	62	235	72

Location	Months Open	Total Sq/ Ft	2024 Gross Revenue	Peak Occupancy	Private Offices	Total Seats	Average Leads/Mo
Fairfax, VA	19	27,907	$1,145,978	100.0%	29	144	31
Greensboro, NC	14	16,088	$578,870	60.0%	84	210	50
Greenville, SC	58	24,116	$1,380,126	89.0%	34	204	82
Greenwood Village, CO	47	35,140	$2,490,603	81.0%	49	179	32
Lewisville (The Realm), TX	59	30,371	$1,798,829	82.0%	93	348	21
London (Chiswick Park), UK	62	13,998	$2,499,324	100.0%	22	242	14
London (White City), UK	38	19,077	$3,471,598	97.0%	22	362	23
Marlborough, MA	69	15,066	$1,158,687	94.0%	48	193	44
Oakbrook Terrace, IL	41	23,236	$1,699,440	82.0%	80	199	40
Orlando, FL	32	21,069	$547,468	64.2%	55	240	66
Palm Beach Gardens, FL	74	17,425	$1,842,352	94.7%	40	151	51
Parsippany, NJ	54	35,203	$1,579,099	85.0%	32	132	22
Richmond, VA	32	17,862	$862,839	69.8%	80	240	64
San Antonio (Northwest), TX	25	34,672	$1,288,734	60.8%	110	419	95
San Antonio, TX	92	20,300	$943,935	80.0%	31	125	26
San Diego, CA	20	22,671	$1,231,269	89.0%	78	244	33
West Palm Beach, FL	74	17,826	$2,072,478	95.0%	45	134	106
Total	1,605	713,389	$47,890,330		1,886	7,432	
Average	50	22,293	$1,496,573	85.0%	59	232	51
Median	53	21,257	$1,334,430	86.7%	52	238	49
Percentage Equal to or Above the Average	53.1%	40.6%	43.8%	53.1%	46.9%	53.1%	40.6%
Percentage Below the Average	46.9%	59.4%	56.3%	46.9%	53.1%	46.9%	59.4%

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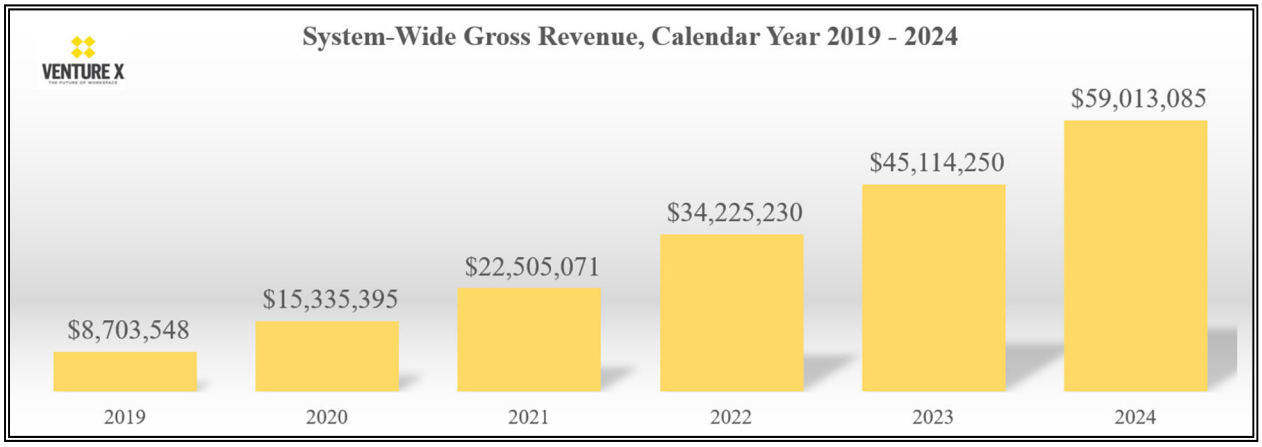
Network Wide Sales Growth

The below graph for Venture X Network Wide sales includes data for all gross sales generated by all locations both in the US and internationally who were open in the calendar year for at least one month. 2019 Sales include data for 20 locations, of which 9 were not open the full year. 2020 Sales include data for 31 locations, of which 7 were not open the full year. 2021 Sales include data for 39 locations, of which 9 were not open the full year. 2022 Sales include data for 39 locations, of which 5 were not open the full year. 2023 Sales include data for 46 locations, of which 11 were not open the full year. 2024 Sales include data for 61 locations, of which 10 were not open the full year.



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

We do not make any representations about a franchisee's future financial performance. Except for the information provided above, we do not make any representations about the past financial performance of franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Mark D. Nichols, General Counsel, 2121 Vista Parkway, West Palm Beach, FL 33411, 561-640-5570, the Federal Trade Commission and the appropriate state agencies.

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ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

Table 1
System-Wide Outlet Summary
For Years 2022 to 2024*

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	44	49	5
	2023	49	57	8
	2024	57	61	4
Company-Owned	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Total	2022	44	49	5
	2023	49	57	8
	2024	57	61	4

* All numbers are as of December 31, 2022, 2023, and 2024. The numbers are for Venture X Spaces in the United States and internationally.

Table 2
Transfers of Outlets from Franchisees to New Owners (Other Than the Franchisor)
For Years 2022 to 2024*

State	Year	Number of Transfers
Florida	2022	2
	2023	0
	2024	1
Colorado	2022	0
	2023	1
	2024	0
Texas	2022	1
	2023	0
	2024	0
Virginia	2022	1
	2023	0
	2024	0
Total	2022	4
	2023	1
	2024	1

* All numbers are as of December 31, 2022, 2023, and 2024. States not listed had no activity to report during the relevant time period.

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

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations (Other Reasons)	Outlets at End of Year
California	2022	1	0	0	0	0	0	1
	2023	1	1	1	0	0	0	1
	2024	1	0	0	0	0	0	1
Colorado	2022	4	1	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	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Florida	2022	5	0	0	0	0	0	5
	2023	5	1	0	0	0	0	6
	2024	6	1	0	0	0	0	7
Georgia	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	1	0	0	0	0
Illinois	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
Maryland	2022	0	0	0	0	0	0	0
	2023	0	2	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Massachusetts	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	1	1	0	0	0	2
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
New Jersey	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
New York	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	1	0	0	0	0
North Carolina	2022	3	0	0	0	0	0	3
	2023	3	1	0	0	0	0	4
	2024	4	0	0	0	0	0	4
Pennsylvania	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 Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations (Other Reasons)	Outlets at End of Year
South Carolina	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	1	0	0	0	0	3
Texas	2022	11	1	2	0	0	0	10
	2023	10	1	2	0	0	0	9
	2024	9	1	2	0	0	0	8
Virginia	2022	3	0	0	0	0	0	3
	2023	3	1	0	0	0	0	4
	2024	4	1	0	0	0	0	5
Total USA	2022	36	3	2	0	0	0	37
	2023	37	8	3	0	0	0	42
	2024	42	6	5	0	0	0	43
Total Int'l	2022	8	4	0	0	0	0	12
	2023	12	3	0	0	0	0	15
	2024	15	3	0	0	0	0	18
Total	2022	44	7	2	0	0	0	49
	2023	49	11	3	0	0	0	57
	2024	57	9	5	0	0	0	61

* All numbers are as of December 31, 2022, 2023, and 2024. States not listed had no activity to report during the relevant time period.

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

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

* All numbers are as of December 31, 2022, 2023, and 2024. States not listed had no activity to report during the relevant time period.

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Table 5
Projected Openings as of December 31, 2024

State	Franchise Agreement Signed but Outlet Not Opened*	Projected New Franchised Outlets in Next Fiscal Year	Projected New Company Owned Outlets in Next Fiscal Year
Alabama	0	0	0
Alaska	0	0	0
Arizona	1	1	0
Arkansas	0	0	0
California	2	1	0
Colorado	1	1	0
Connecticut	1	1	0
Delaware	0	0	0
DC	2	1	0
Florida	10	1	0
Georgia	2	1	0
Hawaii	0	0	0
Idaho	0	0	0
Illinois	1	1	0
Indiana	1	1	0
Iowa	0	0	0
Kansas	0	0	0
Kentucky	0	0	0
Louisiana	0	0	0
Maryland	3	1	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
New Jersey	1	1	0
New Mexico	0	0	0
New York	3	1	0
North Carolina	8	1	0
North Dakota	0	0	0
Ohio	0	0	0
Oklahoma	0	0	0
Oregon	0	0	0
Pennsylvania	2	1	0
Rhode Island	0	0	0
South Carolina	4	1	0
South Dakota	0	0	0
Tennessee	8	1	0

State	Franchise Agreement Signed but Outlet Not Opened*	Projected New Franchised Outlets in Next Fiscal Year	Projected New Company Owned Outlets in Next Fiscal Year
Texas	8	1	0
Utah	0	0	0
Vermont	0	0	0
Virginia	8	1	0
Washington	0	0	0
Wisconsin	3	1	0
Wyoming	0	0	0
Total	69	19	0

*As certain jurisdictions include multi-unit development agreements within their statutory definition of "franchise agreement," this column includes multi-unit development agreements requiring individual unit franchise agreements to be signed in the future, but not yet signed nor opened.

The names, addresses and telephone numbers of our franchisees are listed in Exhibit E. The name and last known address and telephone number of every franchisee who has had an outlet terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the fiscal year ending December 31, 2024, or who has not communicated with us within the 10 weeks preceding the issuance date of this Disclosure Document are also listed in Exhibit E. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In some instances, current and former franchisees may sign provisions restricting their ability to speak openly about their experience with VTX. You may wish to speak with current and former franchises, but be aware that not all such franchisees will be able to communicate with you. During the three-year period ended December 31, 2024, one franchisee has signed such confidentiality clauses.

VTX has formed a Franchise Advisory Council that consists of franchisees within our system with whom we consult on various aspects of our system. This is not a formal entity, and it will not have a telephone number, email address or website. The members of the VTX Franchise Advisory Council will be franchisees who communicate with each other by telephone and email, and who attend telephone and in-person meetings with VTX staff.

ITEM 21

FINANCIAL STATEMENTS

Our audited financial statements prepared in accordance with generally accepted accounting principles for the periods ended December 31, 2022, December 31, 2023, and December 31, 2024 are attached to this disclosure document as Exhibit D-1. Our fiscal year end is December 31. Also attached as Exhibit D-2 is our unaudited balance sheet as of February 28, 2026.

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ITEM 22

CONTRACTS

The following contracts are included in this disclosure document:

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

ITEM 23

RECEIPT

COPIES OF AN ACKNOWLEDGMENT OF YOUR RECEIPT OF THIS DISCLOSURE DOCUMENT APPEAR AS EXHIBIT M. PLEASE SIGN AND DATE TWO COPIES AND RETURN ONE FULLY EXECUTED COPY TO US. YOU MAY RETAIN THE SECOND COPY FOR YOUR RECORDS.

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EXHIBIT A

FRANCHISE AGREEMENT
WITH SCHEDULES AND APPLICABLE STATE ADDENDA

DATED _____, 20_____

Venture X Franchising, LLC

And

FRANCHISE AGREEMENT

TABLE OF CONTENTS

INTRODUCTION 1
One: RIGHTS GRANTED 1
Two: TERM 3
Three: THE PREMISES 3
Four: VTX'S INITIAL OBLIGATIONS 4
Five: VTX'S CONTINUING OBLIGATIONS 5
Six: FRANCHISEE'S OBLIGATIONS 5
Seven: INITIAL TRAINING 11
Eight: CONTINUING TRAINING 11
Nine: IMPROVEMENTS 12
Ten: FEES 12
Eleven: ACCOUNTING AND REPORTING 15
Twelve: ADVERTISING/MARKETING 16
Thirteen: INSURANCE 19
Fourteen: TRADEMARKS 20
Fifteen: ASSIGNMENT & RESALE (SALE OF BUSINESS) 21
Sixteen: TERMINATION 23
Seventeen: CONSEQUENCES OF TERMINATION 24
Eighteen: ENTIRE AGREEMENT; FAILURE TO EXERCISE RIGHTS NOT TO BE A WAIVER 27
Nineteen: INDEPENDENT CONTRACTOR 27
Twenty: ACKNOWLEDGEMENTS AS TO ADVICE GIVEN AND OTHER MATTERS 28
Twenty-One: NO WARRANTIES WITHOUT AUTHORITY 29
Twenty-Two: ACTIONS AGAINST FRANCHISEE 30
Twenty-Three: ADDITIONAL REMEDIES OF VTX 30
Twenty-Four: NOTICES 28
Twenty-Five: DISPUTE RESOLUTION 31
Twenty-Six: MISCELLANEOUS PROVISIONS 32

SCHEDULES
Schedule A Furniture Fixture and Equipment Package
Schedule B Assignment of Telephone Numbers, Email Addresses and Domain Names
Schedule C Electronic Funds Transfer Authorization
Schedule D Protected Search Area
Schedule E Location Acceptance Letter
Schedule F Owners Agreement
Schedule G Franchisee Ratification

FRANCHISE AGREEMENT

Between:

Venture X Franchising, LLC, a Florida limited liability company, doing business as Venture X, whose registered office is at 2121 Vista Parkway, West Palm Beach, Florida 33411, (hereinafter referred to as **"VTX"**) and _____ whose registered office is at _____ and whose home address is _____, Franchisee (hereinafter referred to as "**You**" or "**Your**").

INTRODUCTION

A. VTX has expended time, effort, and money developing knowledge about the business of offering and selling office memberships to freelancers, start-ups, existing businesses and non-profits that entitle a member to access and use a workplace/meeting space (the **"Space"**) which includes telecommunications systems, meeting facilities, data transmission services, reception areas and business support (the **"Venture X Business"**), and has established a reputation and goodwill in parts of the world in the Venture X trademark.

B. VTX is the owner of the Venture X trademark and related trademarks and trade names (the **"Trademarks"**) which have become associated with the Venture X Business and the Venture X system (the **"Venture X System"** or the **"System"**), and VTX has agreed to You using the Trademarks and the System upon the terms and conditions hereinafter appearing.

C. The characteristics of the Venture X System include specialized knowledge about the specifications for the layout of the Space, equipment and operations, support services, techniques and strategies for marketing and advertising and standards of quality and uniformity of the Spaces and support services provided.

D. The Trademarks are associated with uniformly high standards of service and quality of operations and service.

E. VTX may from time to time grant franchises in the United States and its territories and protectorates permitting the operation of the Venture X Business under the Trademarks to offer and sell the Services at certain premises (the **"Venture X Network"**).

F. You desire the benefits of VTX's knowledge, skill, and experience and the right to operate the Venture X 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, VTX grants to You the non-exclusive right to use in the Business (as defined below):

i. the Venture X System; and

ii. the Trademarks and the symbols owned by VTX and designated for Your use from time to time together with VTX's accumulated experience and knowledge relating to the Venture X 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, VTX 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, VTX will not open or operate or authorize another person to open or operate a Venture X franchise within the Protected Search Area while the Protected Search Area remains in effect. Franchisee must identify and obtain VTX'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 VTX 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 VTX 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 VTX, for Franchisee's Premises, at which time the Protected Search Area shall expire and be of no further force and effect. Once approved by VTX, the Premises address shall be identified in the Location Acceptance Letter (See Schedule E). If the location for the Premises is approved by VTX 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. As long as You remain in compliance with the terms of this Agreement, VTX shall not open and operate for its own account (or through an affiliate) or franchise others to operate a Space at the Premises during the continuance of this Agreement. You acknowledge that You are not obtaining any exclusive or protective 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 Space without VTX'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 Space.

F. In this Agreement the word **"Goodwill"** includes:

i. the goodwill and all rights associated with VTX's copyrighted materials, the Venture X System, the Trademarks and any other intellectual property rights of VTX; 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 VTX 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 VTX 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 VTX so that it is received 9 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 Venture X 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 VTX shall enter into the New Agreement for a period at least equal to the Term and upon the terms contained in VTX'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. VTX 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 VTX 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 VTX arising from this Agreement or in any way out of the relationship between VTX and You.

Three: THE PREMISES

A. The Premises at which the Space 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 VTX's prior written consent, which consent shall not be unreasonably withheld.

B. You acknowledge and agree that any site selected or approved by VTX, and/or any Lease approved by VTX, shall be with the understanding that it meets VTX'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. VTX 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 VTX's prior written consent.

D. You must deliver to VTX a fully executed copy of the Lease to the Premises prior to the opening of Your Space. An executed copy of Your Lease, including any renewal thereof, shall be submitted to compliance@venturex.com within five (5) days of Your execution of the Lease.

E. You shall not extend, renew, or cancel the Lease without VTX'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 Space, VTX shall grant You authority to do so at a site acceptable to VTX that is reasonably suited for a Space, does not infringe on the rights of any other franchisee of VTX, and is reasonably distant from other Spaces; provided that Your new Space is open and operating within 90 days after You discontinue operation of the Space at Your previous location, all in accordance with the current standards of VTX at that time.

Four: VTX'S INITIAL OBLIGATIONS

To assist You in opening for business, VTX will (in addition to the one week training period to be provided remotely (or virtually), at VTX's headquarters or other Venture X 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 Space 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 a Venture X Business including layout designs; provided, however, that such consultation and advice will be provided by VTX's affiliate, Franchise Real Estate, along with the assistance of one of VTX'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. VTX 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 Space;

I. provide You with other relevant manuals and written material which, in its discretion, VTX 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.

VTX 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: VTX'S CONTINUING OBLIGATIONS

VTX 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 Venture X 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 VTX at its principal corporate office. The Operations Manual shall at all times remain the property of VTX. You acknowledge that the copyright in the Operations Manual is vested in VTX;

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 VTX's own expense by a member(s) of VTX's staff as VTX 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 VTX for its franchisees and permit You at Your own expense, to attend;

D. provide You from time to time with copies of VTX'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 Venture X Network, to maintain the uniformly high standards among franchisees carrying on business under the Trademarks in accordance with the System, and to protect VTX, You, the Venture X Network, the Goodwill of the Venture X Business under the Trademarks, You shall:

A. purchase the Furniture, Fixtures and Equipment Package, including the Marketing Package, from VTX prior to opening the Business and use them exclusively for the purpose of operating the Space;

B. hire two employees who will manage the Business (the "Community Manager and Community Coordinator". You must hire the Community Manager at least ninety (90) days before construction is complete and you must hire the Community Coordinator within sixty (60) days of construction. 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 Community Manager, at Your sole cost and expense (except as otherwise provided in this Agreement), undertake and complete to VTX's satisfaction such training, at such times, and whether training occurs remotely, by other virtual means, or at VTX's training facilities, as VTX 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. 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 VTX 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 VTX 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 VTX. 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 Venture X 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 VTX 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 VTX'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 VTX, at any time upon request, a certified copy of its governing documents and a list, in a form VTX 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 VTX without any accompanying words or symbols of any nature (save as required by the provisions of this Agreement) unless first approved in writing by VTX. You shall not do anything that may adversely affect VTX'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@venturex.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 VTX may direct signs bearing the following words (or other words to similar effect as may from time to time be specified by VTX) "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 VTX) "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 Space advertising materials and signs in the nature, form, color, number, location and size and containing the material as VTX may direct in writing, and you shall not display therein or thereon any sign or advertisement to which VTX 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 VTX from time to time. No other telephone number may be used on any advertising media without the written consent of VTX;

M. answer the telephone at the Space initially reciting the full name "Venture X." You shall not answer the telephone under any other name without the prior written consent of VTX;

N. place any referral information required by VTX for referral of prospective franchisees in a prominent place on Your front counter or any other location VTX dictates;

O. continuously (during regular business hours and days) operate the Space 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 Venture X 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 VTX is of the opinion that You are not complying with Your requirements, VTX 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 VTX 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 Space which does not conform to the standards associated with the Trademarks or of which VTX does not approve thereof which consent shall not be unreasonably withheld. You shall comply with all instructions given to You by VTX with regard

to the standards or quality of the System. You shall comply with any requirements that VTX 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 VTX such information as VTX may require to enable VTX 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 VTX's new requirements in respect to opening a new Venture X Business. If, by reason of any change to the Venture X 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 VTX;

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 a Community Manager of the Business a person who has successfully completed VTX's training course either in-person or through the Learning Management courses;

U. procure from any Community Manager and from such other staff, as VTX shall require, an agreement to be supplied by VTX not to use or disclose to any third party any information or knowledge concerning VTX's business, the Business, or the Venture X 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 Venture X System into disrepute or which may damage the interests of VTX or the Venture X Network;

W. not own or manage any business other than the Venture X Business which is similar to or competitive with Your Venture X Business or any other Space, except with the prior written consent of VTX;

X. maintain the Venture X 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 VTX 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 VTX Business and the VTX System confidential. Franchisee must furnish to VTX, 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 Venture X 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 VTX harmless against all claims, demands, damages, cost or expenses which may be incurred or received by VTX resulting from any breach of this Agreement on Your part, the negligence of any party (other than VTX), 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 VTX shall not deemed a joint employer with You for any reason; however, if VTX 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 VTX 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 VTX from time to time and pay to VTX 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 VTX. You cannot use any email address and related mail server other than the one(s) provided by VTX to conduct Venture X 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 VTX discovers You have obtained or are using another website, domain name, or email address for or in connection with Your Business without VTX's written permission, VTX shall notify You and upon notice, You shall immediately transfer and assign the same to VTX. VTX will, at its discretion, determine the content and use of Your Venture X website and will establish the rules under which franchisees may or will use their websites (including advertising VTX'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 VTX, 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 VTX franchisee. VTX 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 VTX 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 VTX. You acknowledge and agree that VTX may, in its sole discretion, modify, substitute, or reassign websites, webpages, domain names or email addresses which VTX 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 Venture X 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 VTX 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 VTX'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 VTX deems reasonably necessary, (no more than once every three years, except with regard to computer systems and software for the purpose of conforming to VTX's specifications from time to time for the point of sale system or business management system) to permit Your Space to conform to the standards then prescribed by VTX for similarly situated new Spaces. 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 Spaces and to avoid deterioration or obsolescence in connection with the operation of Your Space. 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 VTX's polices with regard to the use of social media to promote Your Business and/or in connection with Your use of the Venture X System and Trademarks and Your participation in the Venture X 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 VTX and other VTX 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 VTX, VTX's affiliates, and VTX's franchisees, or which would subject VTX, VTX's affiliates, or VTX's franchisees to ridicule, scandal, reproach, scorn, or indignity or which would negatively impact the goodwill of those parties;

DD. shall 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. shall 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@venturex.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. shall 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@venturex.com; and

GG. You shall 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.

Seven: INITIAL TRAINING

A. VTX will train You, Your initial Community Manager and Community Coordinator in the operation of the Venture X System either remotely (or via other virtual means) or at its Training Center in West Palm Beach, Florida. The initial training program VTX conducts for You and Your staff is one week. VTX, at its option, may offer its entire two-week training via remote (or other virtual means). If VTX elects to offer any training program remotely or via virtual means (instead of in-person), VTX shall give you advance notice, in writing, and then you shall attend training remotely (or via other virtual means).

B. The franchise establishment 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 Community Manager and Community Coordinator. The franchise establishment 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. VTX 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. VTX may at any time during training, by notice in writing, inform You that any person submitted for training is not suitable due to blatant criminal activities, disreputable behavior, poor attendance and/or disturbing fellow trainees. In this event, VTX'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. VTX shall have the right to require You to attend further training courses at any time during the Term of this Agreement if:

i. VTX considers attendance at such courses to be advisable;

ii. VTX 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. VTX will train any subsequent Community Manager, replacement staff, or any trainee of Yours at any place VTX 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. VTX shall make available training for new equipment (whether provided by VTX or its vendors or others) at Your expense.

D. VTX's initial and continuing training are provided so that You, Your Community Manager and staff receive the benefit of VTX's accumulated experience and knowledge relating to the Venture X Business and to ensure a uniform image and uniform quality of services in all Spaces. 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 VTX) 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 VTX's employees or independent contractors alone and will not, for any purpose, be deemed VTX's employees or subject to VTX's control. VTX will not direct Your employees or oversee Your employment policies or practices. VTX 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 VTX is not. You are solely responsible for all employment matters, decisions and relationships.

Nine: IMPROVEMENTS

VTX shall endeavor to create and develop new and improved methods of conducting a business in accordance with the Venture X System.

A. VTX agrees to make these improvements, additions, modifications or innovations available to You at the earliest possible opportunity. You in turn will notify VTX 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, VTX, and its other franchisees may all benefit from the free interchange of ideas, You shall permit VTX to introduce into the Venture X System and/or the Operations Manual any improvements, additions, modifications, or innovations which may have been notified by You to VTX without any payment being made to You.

Ten: FEES

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

A. **Franchise Establishment Fee.** Upon the execution hereof, You shall pay **VTX** a franchise establishment fee of SEVENTY-NINE THOUSAND FIVE HUNDRED DOLLARS ($79,500.00), receipt of which VTX hereby acknowledges. The franchise establishment 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 franchise establishment 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 VTX a monthly Royalty Fee equal to the greater of 6% of Your Gross Revenues or One Thousand Five Hundred Dollars ($1,500.00) for the 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 Venture X Marketing Fund (the **"Marketing Fund"**) or its successors and assigns a monthly Marketing Fund Contribution equal to the greater of 2% of Your Gross Revenues or One Thousand Five Hundred Dollars ($1,500.00) for the month or a proportionate part for any period of less than a month. VTX reserves the right to increase the Marketing Fund Contribution to up to three percent (3%) of Gross Revenues upon thirty (30) days' written notice. 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 VTX 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. **Lease Renewal Assistance or Expansion Fee.** During the Term of this Agreement (and after substantial completion of the buildout for your VTX Premises), if you wish to expand the square footage of your VTX Space, You will pay to VTX an expansion fee of $5,000 (the **"Expansion Fee"**). Further, at such time as you enter into a renewal of your original lease term and require VTX's assistance, You will pay to VTX a lease renewal assistance fee of $5,000 (the "**Lease Fee**").

F. **Design and Site Selection Fee.** Upon execution of this Agreement, You shall pay VTX, or VTX's designated affiliate, a design and site selection fee ("DSS Fee") in the amount set forth below:

- $19,500 if this Agreement is for your first franchise Space;
- $15,000 if this Agreement is for your second franchise Space; and
- $10,000 if this Agreement is for any franchise Space after your second franchise Space.

If You own the building in which your VTX Space is located, the relevant DSS Fee outlined above shall be reduced by 50%.

G. 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 Space or any business at or about the Space. 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 Space. 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

H. Payment of the Royalty Fees, Marketing Fund Contributions, Technology Fees, Software Fees Conference Fee, and Expansion 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. VTX reserves the right to change the method of payment from electronic transfer to such other manner of payment that VTX deems appropriate. When You present a check as payment, including for Your Franchise Establishment 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.

I. Upon execution of this Agreement and/or at any other time thereafter at VTX'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 VTX 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, VTX 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 VTX provided by You to VTX plus a late report fee of One Hundred Dollars ($100.00). 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 VTX or the Marketing Fund was greater than the amount withdrawn, then VTX 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 VTX shall credit the excess amount to the payment of Your future obligations or other amounts due to VTX 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 VTX or its bank. If any payments due VTX 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 VTX 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 VTX'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 with 15 days of the due date of the payment or any other default under this Agreement, VTX, at its option, may withhold services from You including but not limited to Space support, email access, remote support, website access and Marketing Fund-sponsored services.

J. As security for all Your monetary and other obligations to VTX, or its affiliates, You hereby grant to VTX a first priority security interest in all of Your assets used in connection with the Space 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 VTX's security interest. VTX 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 Space. You shall pay all filing fees and costs for perfecting VTX'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, VTX 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, VTX, at its option, may discontinue supplies or services upon Your default under this Agreement. While You are in default or breach of this Agreement, VTX may: (i) require that You pay cash on delivery for products or services supplied by VTX; (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 VTX 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 VTX are in addition to any other right or remedy available to VTX.

K. **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 VTX a Conference Fee of $600 for that calendar year's Brand Conference or World Expo event.

Eleven: ACCOUNTING AND REPORTING

A. You shall:

i. install and use a computerized bookkeeping system specified by VTX, 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 VTX 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 VTX'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 VTX in accordance with this Section;

ii. maintain on the Premises in a form approved by VTX (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 VTX (or any person, firm or company nominated by VTX) 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 VTX's request, You shall promptly transmit or send copies of Your books of account and records to VTX (or any person, firm or company nominated by VTX) 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 VTX may have, reimburse VTX for all costs incurred in conducting such inspection including travel, hotel, subsistence, salaries and fees;

iii. for each of Your accounting years supply to VTX 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 VTX as correct. Such certificate and financial statements shall be delivered to VTX within 45 days from the end of the said accounting year. You agree to have such annual financial statements prepared separately for the Venture X 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 VTX, supply to VTX

copies of Your federal and state tax returns and sales tax returns or in lieu of federal tax returns supply to VTX each tax year IRS Form 4506-T (or any successor form designated by the IRS), executed by You and authorizing the IRS to send VTX a copy of Your Tax Return Transcript. You agree to prepare and file such returns separately for the Venture X 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. VTX shall have the right to verify all of Your receipts directly with members of Your Space.

C. You shall not combine and/or commingle Your Venture X Business operations with that of any other business. You shall not use the bank account, point of sale or bookkeeping system designated for Your Venture X 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 Venture X 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 Venture X Business which consolidate the income or deductions of the Venture X Business with those of another business.

D. You acknowledge that VTX 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 VTX may use such data for such business purposes as it deems proper provided that VTX 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 VTX'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 VTX a report detailing Franchisee's investment costs to develop and open the Business, with costs allocated to the categories described in Item 7 of VTX's Franchise Disclosure Document and with such other information as VTX may request. This report shall be sent to compliance@venturex.com.

Twelve: ADVERTISING/MARKETING

A. VTX 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. Venture X Businesses that are owned and operated by VTX (or an affiliate of VTX) will not be required to pay Marketing Fund Contributions in the same manner as Venture X franchisees.

iii. VTX shall hold the Marketing Fund Contributions from all franchisees in one or more bank accounts separate from VTX's other accounts.

iv. VTX 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 VTX 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 VTX'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 VTX's sole discretion, and VTX has no fiduciary duty with regard to the Marketing Fund.

vi. VTX 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, VTX may loan such funds to the Marketing Fund on reasonable terms.

vii. VTX will prepare an unaudited annual financial statement of the Marketing Fund within 120 days of the close of VTX's fiscal year and will provide the financial statement to You upon request.

B. VTX 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. VTX shall not require You to be a member of more than one Market Cooperative. If VTX 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 VTX. VTX may require the Market Cooperative to adopt bylaws or regulations prepared by VTX. Unless otherwise specified by VTX, the activities carried on by each Market Cooperative shall be decided by a majority vote of its members. VTX will be entitled to attend and participate in any meeting of a Market Cooperative. Any VTX Business owned by VTX in the Market Cooperative shall have the same voting rights as those owned by its franchisees. Each VTX franchisee will be entitled to cast one vote for each Space 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, VTX 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 VTX's approval) and developing (subject to VTX'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 VTX pursuant to Section Twelve D. VTX 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 VTX 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. VTX 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 **Venture X Business**. In addition to the Marketing Fund Contribution paid to the Marketing Fund, You shall expend at least an amount on direct marketing or local advertising as follows:

If your private occupancy rate is:

- Below 25%, you must spend at least $6,000 per month in direct lead-generation advertising (such as pay-per-click advertising);
- Between 25% and 50%, you must spend at least $4,000 per month in direct lead-generation advertising;
- Between 50% and 75%, you must spend at least $2,500 per month in direct lead-generation advertising;
- Between 75% and 90%, you must spend at least $1,500 per month in direct lead-generation advertising; or
- At or above 90%, there is no minimum direct lead-generation advertising spending required above the $1,000 monthly Marketing Fund Contribution.

These amounts shall be effective if your occupancy drops below the 90% range at any time. For the purposes of this Paragraph, the term "direct marketing or local marketing" shall mean all marketing and public relations, sales personnel costs, advertising and promotions effected through the medium of the Internet, mobile marketing, email and other digital communications media advertising and promotions effected through the medium of local radio or television broadcasts, newspapers, periodicals, billboards and public relations.

D. You shall comply with the criteria and/or guidelines that VTX will establish from time to time for marketing and advertising (including public relations) activities. VTX will require that Your advertising materials include contact information for obtaining information regarding VTX franchises and the VTX System. All of your marketing materials must comply with the then-current VTX System brand standards. VTX 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, VTX may provide sample copies of advertising or reproduction proofs of advertising from time to time, which, if observed, will not require any consent from VTX. All other marketing campaigns or promotional activities (including public relations) conducted by You shall be subject to the prior written approval of VTX whose decision will not be unreasonably delayed. VTX 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 VTX may specify, and only with VTX's express written consent. VTX retains the right to approve any linking to or other use of VTX'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 VTX.

E. You shall, upon being requested to do so, provide VTX with details of Your proposed marketing, advertising and promotional activities. You acknowledge that VTX 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 Space 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, and devote a minimum of three (3) hours per day, either personally or through an employee, to conducting such a 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 VTX to review upon reasonable notice.

F. You must participate in any national, regional or local advertising cooperatives that VTX designates. You shall pay the Fund a monthly Marketing Fee as specified in Section Ten C. VTX 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 VTX exercises any of these rights, then You must pay VTX, its affiliate, or another entity designated by VTX, the monthly Marketing Fee and comply with all requirements relating to the Fund or any new fund VTX establishes. VTX also reserves the right to enforce the obligations of the Fund and distribute the proceeds of any settlement or judgment in the manner that VTX 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 VTX has the right to review and approve all advertising and promotional materials created or produced by the Fund. VTX will not be required to pay Marketing Fees in its role as franchisor; however, all VTX sign centers that are owned and operated by VTX (or an affiliate of VTX) will be required to pay Marketing Fees in the same manner as VTX 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 VTX from time to time throughout the Term. Coverage requirements can be increased or decreased upon VTX'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 VTX prior to opening and upon annual renewal of the insurance coverage as well as at any time upon request of VTX. Copies of your COIs shall be sent to compliance@venturex.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);

ii. data breach and cyber liability policy with limits not less than One Hundred Thousand Dollars ($100,000) per occurrence or claim and One Million Dollars ($1,000,000) in the aggregate; and

iii. all insurance required by applicable law, including workers' compensation and 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 VTX 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 VTX.

C. The Franchisee warrants that its insurance policies shall be primary and non-contributing with any insurance carried by VTX.

D. You shall not terminate any insurance policy required to be obtained and maintained hereunder, nor modify or amend the terms thereof, without VTX'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 VTX.

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 VTX 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 VTX. 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 "Venture X" will be the property of VTX. 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 "Venture X" or any Trademark or derivation of any Trademark belonging to VTX, You shall, upon VTX'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 VTX'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 VTX 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 VTX's prior written consent, is an infringement of VTX'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 VTX 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 VTX or its authorized franchisees, You shall promptly (but in no event more than 15 days later) notify VTX in writing. You shall not communicate with anyone except VTX and its counsel in connection with any such infringement, challenge, or claim except pursuant to judicial process. VTX 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 VTX's attorneys deem necessary or advisable in order to protect and maintain VTX's interest in any litigation or proceeding related to the Trademarks or otherwise to protect and maintain VTX's interests in the Trademarks.

G. If it becomes advisable at any time, in VTX'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 VTX and at Your expense, make all changes or modifications to the Trademarks as specified by VTX.

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 VTX, which consent shall not be unreasonably withheld and subject to the conditions listed in Section 15.C. below.

B. VTX 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 VTX to new franchisees (commencing the date of the sale of the Business) and upon similar terms and conditions to VTX'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 VTX 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 VTX's standards with respect to the selection of new franchisees;

ii. the prospective purchaser or its management team must agree to successfully complete

VTX'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 VTX;

iv. Your Space is in compliance with VTX'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 VTX 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 VTX a transfer fee of $49,500.00, 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 VTX under the terms of this Agreement; and

viii. payment is made by You of all costs and all obligations by or of You to VTX and any suppliers are discharged without any right of deduction or set-off.

D. You shall, as soon as possible, submit to VTX 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. VTX 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 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. VTX 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 VTX'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 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 VTX for the full amount of the fee due VTX under Section 15.C.v. 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 VTX's approval, as noted above in this Section 15.C.i., which shall not be unreasonably withheld.

I. VTX 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. VTX 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 Space 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 VTX has given its prior written consent;

iv. in Your franchise application or supporting details You have provided VTX 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 VTX;

ix. You receive 2 or more prior notices of default hereunder from VTX 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. VTX suspects, on reasonable grounds, that any material proprietary information concerning VTX's business, the System, or particulars of any communication from VTX to You is being or has been communicated in any way to any competitor of VTX 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., VTX 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 VTX under this Agreement or any other obligation of Franchisee to VTX or submit reports, or You fail to provide the services to the standards required by VTX as set out in the Operations Manual, and You fail to remedy such default, neglect or failure to VTX's satisfaction within (i) 15 days after written notice from VTX 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 VTX 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 VTX.

C. All Your rights under this Agreement shall cease if VTX terminates this Agreement under the provisions of this Section 16.

D. THIS AGREEMENT MAY BE TERMINATED ONLY BY VTX 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 VTX, or of any association with VTX or of the Business or services of VTX, and will make or cause to be made such changes in signs, cards, notices and other display or advertising matter, buildings and structures as VTX shall direct so as effectively to distinguish the Business from its former public image and marketing image as an Space 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 VTX 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 VTX, including the Operations Manual, shall be returned immediately to VTX at Your expense. You shall also forthwith pay to VTX (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 VTX or the Marketing Fund.

B. You shall further and forthwith:

i. provide VTX with a list (including names addresses and telephone numbers) of all current or previous members of the Space; 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 VTX in such form as VTX shall require, the benefit of such leases and /or contracts with current members as VTX may specify;

iii. join with VTX in canceling any permitted use of the Trademarks;

iv. turn over to VTX all intellectual property associated with the Business and the Venture X 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 Venture X 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 VTX or where its continued use would in any way infringe VTX'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 Venture X franchisee or in any other way associate Yourself with the Venture X System or the Trademarks; and

vii. maintain the Venture X 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 VTX, any listed telephone numbers, fax numbers, domain names and e-mail address relating to the Space and also execute any and all documentation necessary to assign any such telephone and fax numbers, domain names and e-mail address to VTX. You hereby authorize and irrevocably constitute and appoint as Your attorney-in-fact for such limited purpose VTX to take such actions and to make, execute, and deliver such documents for and on Your behalf as may be required to assign to VTX 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 VTX, 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 Space.

E. In the event the Premises are leased from a third party, You shall, at VTX's option, assign to VTX 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 VTX an Assignment of Lease in such form as may be requested by VTX.

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 Space be engaged, concerned, or interested in any capacity whatsoever in a business which competes with the Venture X Business or any other business within the Venture X 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 Space (and anyone acquiring such knowledge through You) is such as would cause VTX 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 VTX 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. VTX 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 VTX 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 VTX 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 VTX, or its nominee, VTX 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 VTX's reasonable attorneys' fees and costs, shall be payable by You to VTX, upon demand, and may be credited by VTX 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 VTX 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 VTX 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 VTX for pre-contractual statements made by it fraudulently.

D. No failure of VTX 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 VTX's rights under this Agreement.

E. Waiver by VTX of any particular default by You shall not affect or impair VTX's rights in respect to any subsequent default of any kind by You nor shall any delay or omission of VTX to exercise any rights arising from any of Your defaults affect or impair VTX'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 VTX. VTX is an independent contractor and, except as expressly permitted under this Agreement for certain rights of VTX, neither You nor VTX 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 VTX 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 Space is independently owned and operated by You. The content of such plaque and notice is subject to the prior written approval of VTX.

C. You agree to take affirmative action to make Your Community Manager and staff conspicuously aware of the proper identity of their employer which is You and not VTX and also aware that notwithstanding any advice, guidance, standards and specifications provided by VTX to Your Business, VTX 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 VTX in and to the Venture X 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 VTX's high standards of quality and service and the necessity of operating the Business franchised hereunder in strict conformity with VTX's standards and specifications.

C. You acknowledge that VTX, 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 VTX to discuss Your intention to enter into this Agreement with other franchisees of VTX and Your business advisors and that You must decide on the basis of Your own judgment of what You have been told by VTX 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 VTX whatsoever shall not constitute a defense to the enforcement by VTX 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 VTX, VTX's intellectual property rights and the other franchisees of VTX and does not unreasonably interfere with the freedom of action by You. You acknowledge that You have been advised by VTX 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 VTX 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 VTX's performance may result in Your continued involvement in the Venture X 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 Venture X 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 VTX entered into prior to the execution of this Agreement, You had no direct knowledge of the Venture X Business or how to operate a business similar to the Venture X Business or how to conduct the Venture X Business or of VTX's trade secrets, know-how methods or the System.

G. In order to enable VTX to ascertain whether You are complying with the obligations imposed upon You under this Agreement, and in order to enable VTX to enforce rights given to it by this Agreement, VTX may, at any reasonable time, enter the Premises without Your consent.

H. YOU SPECIFICALLY ACKNOWLEDGE THAT THERE IS NO SPACE THAT MAY BE CONSIDERED TO BE A "TYPICAL" OR "AVERAGE" SPACE. 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, VTX 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 VTX 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 VTX 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 VTX.

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 VTX 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 VTX

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 VTX, 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, VTX 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 VTX may otherwise have by virtue of any breach of this Agreement by You. VTX 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. VTX 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 VTX 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. VTX reserves the right to discontinue supplies or services upon default. While You are in default or breach of this Agreement, VTX may: (i) require that You pay cash on delivery for products or services supplied by VTX; (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 VTX 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 VTX are in addition to any other right or remedy available to Franchisor.

Twenty-Four: NOTICES

A. All notices that VTX 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 VTX, 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 VTX shall be sent by certified mail or registered mail, postage prepaid, addressed to: Venture X 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 VTX 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 VTX, 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 VTX or concerning misrepresentations or any acts of misfeasance or nonfeasance. If You fail to give VTX 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 VTX. 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 VTX. 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. VTX 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 VTX 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 VTX for VTX's lost future royalties; (2) the actual or anticipated damages suffered by VTX, including, but not limited to the lost royalties, would be difficult if not impossible to calculate; and (3) Franchisee must pay to VTX 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 VTX, 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 VTX promptly, but in no event later than 15 days after the effective date of the termination of this Agreement. You and VTX 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 VTX'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. VTX's right to receive the Liquidated Damages Payment from Franchisee shall be in addition to VTX'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 VTX and You shall be of VTX'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 VTX 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 VTX 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. VTX expressly reserves the right to revise, amend and change from time to time the Venture X 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 a Venture X Business) and all such revisions, amendments, changes and improvements developed by VTX, You or other franchisees, shall be and become the sole and absolute property of VTX, and VTX shall have the sole and exclusive rights to copyright, patent, register and protect such improvements in VTX'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 VTX 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 VTX 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.

Venture X 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 Venture X 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 VTX, 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 VTX 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.

Venture X 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 Venture X 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.

Venture X Franchising, LLC

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

Franchisee:

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 Venture X 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.

7. We have posted a surety bond with SureTec Insurance Company. This surety bond is on file with the Maryland Securities Division.

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

Venture X 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 Venture X 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.

Venture X 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 Venture X 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.

Venture X 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 Venture X 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.

Venture X 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 VIRGINIA

ADDENDUM TO FRANCHISE AGREEMENT

In consideration of the execution of the foregoing Franchise Agreement with Venture X 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.

Venture X 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 RELATD 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 VTX, 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 VTX 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.

Venture X 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 Venture X 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. If the deficiency is rectified within 60 days, the notice shall be deemed void.

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. If the reason for termination, cancellation, non-renewal, or substantial change in competitive circumstances is nonpayment of sums due under the license, the Franchisee 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.

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. The burden of proving good cause shall be on the grantor.

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. 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.

Venture X Franchising, LLC

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

Franchisee:

Signature:_____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

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

SCHEDULE A TO FRANCHISE AGREEMENT

VENTURE X FURNITURE FIXTURE AND EQUIPMENT PACKAGE
UNITED STATES 2025

PRIVATE OFFICE DESKS

These Private Office Desks have a modern, sleek design to complement your Venture X Space. 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 in their Private Office.

DEDICATED DESKS

These Open Workspace Desks will be the same modern, sleek design as the Private Office Desks and will have privacy screens to separate individual work areas. Each desk contains a power plug in the top of the desk, so your members can charge their computers or other devices at their desks. These desks will be used in the open Shared Space of your Venture X Franchise.

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 Private Offices, Open Workspace Desks and Conference Rooms. They can also be easily moved around your space for events, private meetings, or training opportunities.

PORTABLE FILE CABINETS

You will receive an initial quantity of Portable File Cabinets to be used throughout your space. 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 member's privacy and security.

CONFERENCE ROOM TABLES

The Conference Room Tables match the sleek modern design of the private offices and dedicated desks. They are a great fit for your space 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

Leather sofas and high-end designer chairs are a key component to your Venture X Space. It provides members with a comfortable area to take a break, have an informal meeting, or work collaboratively with other members. This will be a warm, welcoming, and tech-friendly space for any events you will have for your members.

LOUNGE AREA ACCESSORIES

Coffee Tables and End Tables are a perfect place for resting laptops and drinks while your members are working. Leather Benches or Leather Poufs will be provided for additional seating. Lamps, pillows, and rugs will complete the design of your Lounge Area. This area will make your members and their clients very comfortable and is an ideal laidback work environment.

CAFÉ SEATING
Tables and Chairs for your café area will be provided so your members can have a place to eat lunch away from their work area. High-top seating provides additional space for dining at the open countertop area. This area will be a beehive of activity during lunch hours, which is another great networking opportunity for your members.

RECEPTION DESK COMPUTER AND SEATING
A desktop computer will be provided at the Reception Desk along with comfortable seating. This computer will be used daily by your Community Manger for new member account creation, billing, and working in the Workspace Management Software.

AUDIO-VISUAL PRESENTATION PACKAGE
A very important part of any Venture X location 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, amplifier, and all other necessary equipment for a complete presentation system.

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

TECHNOLOGY SYSTEM PACKAGE
Dependable internet is crucial for any business, but especially for your Venture X franchise. The Technology System Package includes multiple 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 space, 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 Venture X sign will be custom designed and installed behind your reception desk for immediate brand recognition.

MARKETING MATERIALS
Your location 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. Venture X 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 location. 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, 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 location.

****EXTERIOR SIGNAGE**

A Venture X sign will proudly be displayed on the exterior of your location. 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 $511,800*

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

*Schedule A is a preliminary amount based off a 20,000 square foot space. Since all locations 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, Venture X 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 Venture X Franchising, LLC, d/b/a Venture X ("VTX") and _____ ("Franchisee"). Franchisee hereby irrevocably assigns to VTX 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 Venture X 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 VTX shall have no liability or obligation of any kind whatsoever arising from this assignment, unless VTX desires to take possession and control over the telephone numbers, domain names and email addresses.

VTX 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 VTX or such other person or firm as is designated by VTX. In furtherance thereof, Franchisee hereby grants an irrevocable power of attorney to VTX and appoints VTX 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 VTX's instructions as conclusive evidence of VTX's rights in the telephone numbers, domain names and email addresses and VTX'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 VTX. 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 VTX regarding the telephone numbers, domain names and email addresses.

Venture X 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
VENTURE X 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)

Agency Location: _____

Agency#: _____

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 Space, 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 Venture X Franchising, LLC for your Venture X® franchise in accordance with One(C) of the Franchise Agreement.

1. The Premises address of the Business is:

_____

Venture X Franchising, LLC

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

SCHEDULE F TO FRANCHISE AGREEMENT

OWNERS AGREEMENT

As a condition to the execution by Venture X 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:

Venture X 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: _____

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

Venture X Franchising, LLC

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

ATTACHMENT A TO OWNERS AGREEMENT

STATEMENT OF OWNERSHIP

Franchisee: _____

Trade Name (if different from above): _____

Form of Ownership
(Check One)

____ Partnership ____ Corporation ____ Limited Liability Company

If a **Partnership**, provide name and address of each partner showing percentage owned, whether active in management, and indicate the state in which the partnership was formed.

If a **Corporation**, give the state and date of incorporation, the names and addresses of each officer and director, and list the names and addresses of every shareholder showing what percentage of stock is owned by each.

If a **Limited Liability Company**, give the state and date of formation, the name of the manager(s), and list the names and addresses of every member and the percentage of membership interest held by each member.

State and Date of Formation: _____

Management (managers, officers, board of directors, etc.):

Name	Title

Members, Stockholders, Partners:

Name	Address	Percentage of Stock

Use additional sheets if necessary. Any and all changes to the above information must be reported to VTX in writing.

Franchisee:

Signature:_____
Print Name: _____
Date: _____

Signature:_____
Print Name: _____
Date: _____

Corporate Name (If Applicable):

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

SCHEDULE G TO FRANCHISE AGREEMENT

FRANCHISEE'S RATIFICATION

In consideration of the execution of the foregoing Franchise Agreement with Venture X Franchising, LLC ("VTX"), 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.

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

I understand that although VTX will provide assistance and advice, as outlined in the Franchise Agreement, VTX cannot guarantee my success as a Venture X franchisee, and my earnings as a Venture X franchisee will be primarily dependent upon MY INDIVIDUAL EFFORTS in operating my Space.

I acknowledge that neither VTX nor any of its directors, officers, agents, or employees have made any claims or representations whatsoever regarding potential revenues, earnings, or profits, that a Venture X franchisee will achieve as the owner of a Space. 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 VTX is relying upon my representations in making its decision to grant the Franchise.

While VTX 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, **VENTURE X 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 a Venture X 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 Venture X Space. The Fee covers the following items VTX 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 VTX 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 VTX 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 a Venture X 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,

Venture X Franchising, LLC	**Venture X Franchising, LLC Candidate**
By: _____	Signature: _____
Print Name/Title**:** _____	Print Name: _____
Date: _____	Date: _____

EXHIBIT C

MULTI-UNIT DEVELOPMENT AGREEMENT AND APPLICABLE STATE ADDENDA

DATED _____ 202__

Venture X Franchising, LLC

And

VENTURE X
MULTI-UNIT DEVELOPMENT AGREEMENT

MULTI-UNIT DEVELOPMENT AGREEMENT

Between:

Venture X Franchising, LLC, a Florida limited liability company, doing business as Venture X, whose registered office is at 2121 Vista Parkway, West Palm Beach, Florida 33411, (hereinafter referred to as **"VTX"**) 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"), VTX and Developer have entered into a franchise agreement (the "Franchise Agreement") for the franchise of a Venture X 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). VTX and Developer desire that Developer develop multiple Venture X businesses.

1. Multi-Unit Commitment.

(a) Development Schedule and Fee. Developer shall develop and open the cumulative number of Venture X 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 Venture X Businesses as set forth in the above schedule. The development fee shall be equal to $79,500 for the first franchised business, plus an additional $20,000 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 VTX 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 Venture X 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 Venture X locations in the Development Area, except that if Developer agrees to open an operate more than three (3) Venture X 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 Venture X locations in the Development Area.

2. Form of Agreement. For Business #1, Developer and VTX have executed the Franchise Agreement simultaneously with this MUDA. For each additional Venture X franchise, Developer shall execute VTX'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 VTX'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 a Venture X Business without authorization from VTX, and Developer acknowledges that Developer may construct, open, and operate each Venture X Business only pursuant to a separate franchise agreement executed pursuant to this MUDA for each such Venture X 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 space listed in the Development Schedule.

4. **Default and Termination.** VTX 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) VTX has the right to terminate any franchise agreement between VTX and Developer (or any affiliate thereof) due to Developer's default thereunder (whether or not VTX actually terminates such franchise agreement).

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

6. **Conditions.** Developer's right to develop each Venture X 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 Venture X business, in the reasonable judgment of VTX, and

(ii) Developer must be in full compliance with all brand requirements at its open Venture X businesses, and not in default under any Franchise Agreement or any other agreement with VTX.

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 VTX, and any Transfer without VTX'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.

Venture X 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 Venture X Spaces within the timeframes stated below:

Space 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:

Venture X Franchising, LLC

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

Developer:

Signature: _____
Print Name: _____
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 Venture X 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 vlaims 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.

Venture X 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 Venture X 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."

2. Additionally, Venture X Franchising, LLC has posted a surety bond with SureTec Insurance Company. This surety bond is on file with the Maryland Securities Division.

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

Venture X 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 Venture X 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.

Venture X 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 Venture X 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.

Venture X 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 Venture X 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.

Venture X 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.

Signature page follows.

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

Venture X 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 Venture X 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.

Venture X 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

VENTURE X FRANCHISING, LLC

TABLE OF CONTENTS

Independent Auditor's Report	1-2
Financial Statements:	
Consolidated Balance Sheet	3
Consolidated Statement of Income and Members' Equity	4
Consolidated Statement of Cash Flows	5
Notes to Consolidated Financial Statements	6-13

To the Board of Directors
Venture X Franchising, LLC
West Palm Beach, Florida

INDEPENDENT AUDITOR'S REPORT

Opinion

We have audited the accompanying financial statements of Venture X Franchising, LLC (a FL corporation), which comprise the consolidated balance sheet as of December 31, 2024, December 31, 2023, and December 31, 2022, and the related consolidated statements of income and members' equity, 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 Venture X Franchising, LLC as of December 31, 2024, December 31, 2023, and December 31, 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our 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 Venture X 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 Venture X 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 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 Venture X 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 Venture X 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, LLC
April 29, 2025

VENTURE X FRANCHISING, LLC
Consolidated Balance Sheet
As of December 31, 2024

	2024	2023	2022
ASSETS			
Current Assets			
Cash and Cash Equivalents	$ 535,589	$ 282,530	$ 181,983
Marketable Securities - At Market Value	727,730	639,261	1,006,818
Accounts Receivable, net	317,682	246,032	253,779
Contract Assets	436,727	516,139	385,886
Inventory	7,553	4,479	22,269
Prepaid Expenses	76,716	369,046	458,458
Promissory Notes	-	-	75,000
Loan Receivable - Related Parties	5,534,423	4,645,805	2,716,441
Total Current Assets	7,636,420	6,703,292	5,100,634
Property and Equipment, net	-	-	-
Other Assets			
Intangible Assets, net	-	-	-
TOTAL ASSETS	$ 7,636,420	$ 6,703,292	$ 5,100,634
LIABILITIES AND MEMBERS' EQUITY			
LIABILITIES			
Current Liabilities			
Accounts Payable	$ 329,416	$ 568,689	$ 83,777
Accrued Expenses	112,062	116,653	628,581
Contract Liabilities	2,635,331	2,974,747	2,439,072
Current Portion of Long Term Debt	3,202	3,202	3,202
Franchise Deposits	264,500	220,998	238,351
Total Current Liabilities	3,344,511	3,884,289	3,392,983
Long Term Liabilities			
Long Term Debt, less Current Portion	146,798	146,798	146,798
TOTAL LIABILITIES	3,491,309	4,031,087	3,539,781
MEMBERS' EQUITY			
Member's Equity	4,025,934	2,526,508	1,587,409
Accumulated Other Comprehensive Income (Loss)	119,177	145,697	(26,556)
Total Member's Equity	4,145,111	2,672,205	1,560,853
TOTAL LIABILITIES AND MEMBERS' EQUITY	$ 7,636,420	$ 6,703,292	$ 5,100,634

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

VENTURE X FRANCHISING, LLC
Consolidated Statement of Income and Members' Equity
For the years ended December 31, 2024

	2024	2023	2022
Income			
Franchise Fees	$ 1,748,978	$ 1,368,879	$ 1,304,080
Advertising Fees	663,025	547,960	427,821
Product	1,148,905	1,509,233	866,833
Royalty Income	2,715,966	2,196,699	1,846,453
Miscellaneous Income	5,543	79,750	47,559
Total Income	6,282,417	5,702,521	4,492,746
Cost of Goods Sold	2,079,622	2,507,330	1,451,859
Gross Profit	$ 4,202,795	$ 3,195,191	$ 3,040,887
Expenses			
Advertising	499,294	399,508	401,020
Automobile	28,441	6,228	31,444
Bad Debt	(9,893)	(31,436)	11,927
Bank Service Charges	10,410	12,391	19,510
Computer and Software	4,019	12,085	12,317
Dues and Subscriptions	4,099	587	7,469
Insurance	28,181	35,432	59,818
Leasing Costs	11,558	13,594	3,679
Office	78,414	113,224	85,895
Payroll	1,851,180	1,402,277	1,386,698
Postage	26,102	6,726	4,379
Professional Fees	98,297	48,796	24,433
Telephone	3,426	4,328	14,651
Travel and Meals	149,356	198,646	206,056
Total Expenses	2,782,884	2,222,386	2,269,296
Net Income before Other Income/(Expense)	$ 1,419,911	$ 972,805	$ 771,591
Other Income/(Expense)			
Interest Expense	(3,046)	(5,277)	(6,052)
Interest and Dividend Income	20,600	34,266	108,652
Income Tax	(4,946)	(31,534)	(35,006)
Gain/(Loss) on Foreign Currency Exchange	(3,650)	420	1,286
Realized Gain/(Loss) on Investments	108,431	(31,581)	(141,226)
Legal Settlement	(37,874)	-	(2,500)
Gain on Extinguishment of Debt	-	-	202,095
Total Other Income/(Expense)	79,515	(33,706)	127,249
Net Income	$ 1,499,426	$ 939,099	$ 898,840
Members' Equity, Beginning	2,526,508	1,587,409	688,569
Members' Equity, Ending	$ 4,025,934	$ 2,526,508	$ 1,587,409

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

VENTURE X FRANCHISING, LLC
Consolidated Statement of Cash Flows
For the years ended December 31, 2024

	2024	2023	2022
Cash Flows from Operating Activities			
Net Income	$ 1,499,426	$ 939,099	$ 898,840
Adjustments to Reconcile Net Income to Net Cash provided (used) in Operations:			
Realized (Gain)/Loss on Investments	108,431	(31,581)	(141,226)
(Increase)/ Decrease in Accounts Receivable	(71,650)	7,747	(21,415)
(Increase)/ Decrease in Contract Assets	79,412	(130,253)	(127,905)
(Increase)/ Decrease in Inventory	(3,074)	17,790	(3,395)
(Increase)/ Decrease in Prepaid Expenses	292,330	89,412	(243,528)
(Increase)/ Decrease in Prepaid Advertising	-	-	641,931
Increase/ (Decrease) in Accounts Payable	(239,273)	484,912	(80,121)
Increase/ (Decrease) in Accrued Expenses	(4,591)	(511,928)	(364,386)
Increase/ (Decrease) in Contract Liabilities	(339,416)	535,675	655,860
Increase/ (Decrease) in Franchise Deposits	43,502	(17,353)	34,812
Cash provided (used) in Operating Activities	1,365,097	1,383,520	1,249,467
Cash Flows from Investing Activities			
Marketable Securities	(223,420)	571,391	228,051
Cash provided (used) in Investing Activities	(223,420)	571,391	228,051
Cash Flows from Financing Activities			
Loan Receivable - Related Parties	(888,618)	(1,929,364)	(1,743,307)
Promissory Notes	-	75,000	(75,000)
Cash provided (used) in Financing Activities	(888,618)	(1,854,364)	(1,818,307)
Increase/(Decrease) in cash	253,059	100,547	(340,789)
Beginning Balance	282,530	181,983	522,772
Ending Balance	$ 535,589	$ 282,530	$ 181,983
Supplemental Disclosures of Cash Flow Information:			
Cash paid during the year for:			
Interest	$ 3,046	$ 5,277	$ 6,052
Income Taxes	$ 30,000	$ -	$ 4,994

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

Venture X Franchising, LLC
(A Limited Liability Company)

Notes to Consolidated Financial Statements

Note 1 Summary of Significant Accounting Policies

Nature of business - Venture X Franchising, LLC (the "Company"), a Florida limited liability company was formed on September 14, 2015 and is headquartered in West Palm Beach, Florida. The Company sells franchises that allow the purchaser to operate a Venture X franchise which operates a workplace/meeting place that offers members workstations, community, and services with access to telecommunications systems, meeting facilities, data transmission services, reception areas and support, as needed, by trained customer support representatives on a temporary or longer-term basis.

The Company has elected a year end of December 31.

Principles of consolidation - The financial statements include the operations of Venture X Franchising, LLC, and its wholly owned subsidiary Venture X PTY LTD. All significant intercompany transactions have been eliminated in consolidation.

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 customer, generally when the product is shipped.

Cash concentration - The Company maintains its cash in three bank accounts 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.

Notes to Consolidated Financial Statements

Note 1 Summary of Significant Accounting Policies (continued)

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.

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:

	Years
Vehicles	7
Machinery and equipment	10
Computer equipment	3.5 – 7
Software	3.5
Leasehold improvements	10

Intangible assets - Intangible assets subject to amortization include brand development costs, which are being amortized on a straight-line basis over 5 years.

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 $499,294 for the year ended December 31, 2024, $399,508 for the year ended December 31, 2023, and $401,020 for the year ended December 31, 2022.

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 federal income taxes is reflected in the Company's financial statements. The provision for state income taxes for 2024, 2023, and 2022 consisted of the following:

	2024	2023	2022
Various State Income Taxes	$4,946	$31,534	$35,006

Notes to Consolidated Financial Statements

Note 1 Summary of Significant Accounting Policies (continued)

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.

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.

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.

Reclassifications - Certain accounts in the prior-year financial statements have been reclassified for comparative purposes to conform with the presentation in the current-year financial statements.

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.

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 April 29, 2025, which is the date the financial statements were available for issuance.

Notes to Consolidated Financial Statements

Note 2 Cash and Cash Equivalents

The Company maintains cash balances at three financial institutions. Accounts at the 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 $268,765. At December 31, 2023, the Company had uninsured cash balances amounting to $17,386. At December 31, 2022, the Company had uninsured cash balances amounting to $0.

Note 3 Accounts Receivable

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

	2024	2023	2022
Franchise fees receivable	$ 341,641	$ 259,088	$ 282,056
Less allowance for doubtful accounts	(23,959)	(13,056)	(28,277)
	$ 317,682	$ 246,032	$ 253,779

The bad debt benefit for the year ended December 31, 2024 was ($9,893). The bad debt benefit for the year ended December 31, 2023 was $($31,436). The bad debt deducted for the year ended December 31, 2022 was $11,927.

Note 4 Intangible Assets

Intangible assets as of December 31, 2024, 2023, and 2022 consisted of the following:

	2024	2023	2022
Intangible assets	$ 256,297	$ 256,297	$ 256,297
Less accumulated amortization	(256,297)	(256,297)	(256,297)
	$ -	$ -	$ -

Amortization for the year ended December 31, 2024 is $0. Amortization for the year ended December 31, 2023 is $0. Amortization for the year ended December 31, 2022 is $0.

Note 5 Promissory Notes

As of December 31, 2022, the Company has promissory notes receivable with a franchisee, bears interest at a rate of 0% per annum, and will be paid in full within twelve months.

Notes to Consolidated Financial Statements

Note 6 Loan Receivable

The Company has loan receivables with related parties and bears the interest rate of the Wall Street Journal Prime Rate (7.50% as of December 31, 2024).

Note 7 Long Term Debt

On June 18, 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 (June 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	$ 3,202
2026	3,324
2027	3,451
2028	3,582
2029	3,719
Thereafter	132,722
Total	$ 150,000

Note 8 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	$ 11,558

Notes to Consolidated Financial Statements

Note 9 Revenue Recognition in Accordance with FASB ASC 606

Contract balances

Contract balances from contracts with customers were as follows:

	2024	2023	2022
Contract assets	$ 436,727	$ 516,139	$ 385,886
Contract liabilities	2,635,331	2,974,747	2,439,072

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 miscellaneous 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 miscellaneous 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 10 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 a loan receivable of $5,534,423. For the period ending December 31, 2023, related party balances included a loan receivable of $4,645,805. For the period ending December 31, 2022, related party balances included a loan receivable of $2,716,441.

Notes to Consolidated Financial Statements

Note 11 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 $202,095. 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 12 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.

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.

Notes to Consolidated Financial Statements

Note 13 Fair Value (continued)

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	727,730	727,730	727,730	727,730	-	-
Total Trading Securities	$ 727,730	$727,730	$ 727,730	$ 727,730	$ -	$ -

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.

Venture X Franchising, LLC
BALANCE SHEET
AS OF 2/28/2026

ASSETS	
Current Assets	
Cash and Cash Equivalents	$19,729.54
Cash Investments	898,612.04
Inventory	8,553.06
Accounts Receivable	1,246,587.07
Allowance for Doubtful Accounts	(35,226.46)
Accrued Receivables	656,703.85
Prepaid Expense	104,146.92
Prepaid Insurance	9,530.89
Total Current Assets	2,908,636.91
Fixed Assets	
Intangible Assets (Net of Accumulated Amortization)	0.00
Total Fixed Assets	0.00
Other Assets	
Promissory Notes	160,000.00
Related Party Receivables	8,671,708.90
Security Deposits	0.00
Total Other Assets	8,831,708.90
TOTAL ASSETS	**11,740,345.81**

LIABILITIES & STOCKHOLDERS' EQUITY	
Current Liabilities	
Accounts Payable - Trade	669,978.03
Accounts Payable - Other	11,660.94
Accrued Expenses	6,489.80
Franchise Deposits	3,420,090.30
Taxes Payable	57,341.68
Loans Payable	500,000.00
Total Current Liabilities	4,665,560.75
Stockholders' Equity	
Capital Stock - RWT Holdings, Inc.	700,000.00
Distributions	(256,410.26)
Retained Earnings	6,631,195.32
Total Stockholders' Equity	7,074,785.06
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	**11,740,345.81**

EXHIBIT E

LIST OF CURRENT AND FORMER FRANCHISEES

VENTURE X FRANCHISING, LLC
LIST OF FRANCHISEES AS OF DECEMBER 31, 2024

Name(s)	Address	City	State	Zip	Phone
John Lee and Yuril Lee	10089 Willow Creek Road, Suite 200	San Diego	CA	92131	(619) 877-8290
Channen Smith and Jesse Keaveny	1800 Wazee Street	Denver	CO	80202	(720) 459-9072
Channen Smith and Paul Sheperd	110 16th Street Mall, Suite 1300-1400	Denver	CO	80202	(720) 703-9547
Melanie Williams	2590 Welton Street, Suite 200	Denver	CO	80205	(720) 547-1750
Roy Lindfield, Jr. and Suzanne Lindfield	2000 S Colorado Blvd., Tower 1, Suite 2000	Denver	CO	80222	(303) 568-9803
Channen Smith and Jason Vandagriff	6400 S Fiddlers Green Cir #250	Greenwood Village	CO	80111	(303) 835-9427
Howard Postal	1763 Columbia Rd NW	Washington	DC	20009	(202) 770-3180
Mario Padovani	8350 NW 52nd Ter. 301	Doral	FL	33166	(305) 459-3232
Enrique Lisker and Sharon Lisker	15450 New Barn Road, Suite 200	Miami Lakes	FL	33014	(786) 952-6744
David Diamond and Brett Diamond	4850 Tamiami Trail N, Suite 301	Naple	FL	34103	(239) 300-9601
Kevin Priddy	101 East Pine Street, Suite 110	Orlando	FL	32801	(561) 386-2875
Stephen Fowle and Jeannie Fowle	2000 PGA Boulevard, Suite 4440	Palm Beach Gardens	FL	33408	(561) 221-1460
Sin Man King, Keller King, and Quenni King	9555 SW 175th Terrace	Palmetto Bay	FL	33157	(305) 283-8866
Kevin Priddy	700 S Rosemary Ave, Suite 204	West Palm Beach	FL	33401	(561) 898-1600
Preston Reiff	570 Lake Cook Road	Deerfield	IL	60015	(847) 651-5279
Preston Reiff and Craig Reiff	1 Mid America Plaza, 3rd Floor	Oakbrook Terrace	IL	60618	(312) 681-7503
Ryan Gagne	11 Apex Drive, Ste. 300	Marlborough	MA	01752	(508) 375-3636
Brandon Wolanski	100 Front Street	Worcester	MA	01608	(508) 715-8166
Dimitrios Topaltzas	8865 Stanford Blvd, Unit 202	Columbia	MD	21045	(410) 202-3222
Dimitrios Topaltzas	10490 Little Patuxent Parkway, Suite 600	Columbia	MD	21044	(443) 745-4655
Vikrant Panchal	220 West Congress Street, Floors 2, 3 & 4	Detroit	MI	48226	(313) 312-8800
Kamal Rama	3540 Toringdon Way, Toringdon 7 - 2nd floor	Charlotte	NC	28277	(704) 234-7580
Woodie "Tyler" Evans and Michael Hicks	1213 West Morehead Street	Charlotte	NC	28208	704.313.5100
Woodie "Tyler" Evans and Michael Hicks	600 Park Offices Drive	Durham	NC	27709	(919) 299-9490
Brian Mart, Melissa Mart, Frank Anthony, and Kim Lancaster	701 Green Valley Rd	Greensboro	NC	27408	(336) 502-6790
Mahender Gorrai	8 Campus Drive	Parsippany	NJ	07054	(973) 969-3850

Name(s)	Address	City	State	Zip	Phone
Terrence Wallace	306 S. New Street	Bethlehem	PA	18015	(484) 403-0077
Woodie "Tyler" Evans and Michael Hicks	4900 O'Hear Street, Suites 100 & 200	Charleston	SC	29405	(843) 544-9617
Woodie "Tyler" Evans and Michael Hicks	885 Gold Hill Road	Fort Mill	SC	29708	(803) 225-2735
Woodie "Tyler" Evans and Michael Hicks	141 Traction Street	Greenville	SC	29611	(864) 248-4330
Carlos Varela	222 N Expressway 77/83	Brownsville	TX	78521	(956) 443-3481
Nadim Ahmed and Fraz Ahmed	5301 Alpha Road, E-80	Dallas	TX	75240	(972) 866-8375
Todd Nelson and Ann Nelson	7701 Lemmon Ave, Suite 260	Dallas	TX	75209	(972) 430-8050
Nadim Ahmed	153 Town Place	Fairview	TX	75069	(469) 207-4970
Rajsinh Chudasama	2451 West Grapevine Mills Cir	Grapevine	TX	76051	(972) 430-8005
Agharese "Ese" Aihie, Andrew Aihie, and Uwadiae Osagie	4400 State Hwy 121, Suite 300	Lewisville	TX	75056	(469) 280-0122
Carlos Varela	18911 Hardy Oak Blvd	San Antonio	TX	78258	(210) 564-7626
James "Jim" Garrett	7550 IH-10 West	San Antonio	TX	78229	(512) 917-3172
Julie-Ann Felgar and Daniel Da Silva	2300 Wilson Blvd, Suite 700	Arlington	VA	22201	(703) 879-0300
Charissa Parsons and Richard Parsons II	44679 Endicott Drive, 2nd & 3rd Floors	Ashburn	VA	20147	(571) 380-7697
Sahil Patel	555 Belaire Avenue	Chesapeake	VA	23320	(757) 982-3470
Charissa Parsons and Richard Parsons II	3060 Williams Drive, Suite 300	Fairfax	VA	22031	(703) 952-5265
Woodie "Tyler" Evans and Michael Hicks	1806 Summit Avenue	Richmond	VA	23230	(804) 993-2714

VENTURE X FRANCHISING, LLC
FRANCHISEES WHO HAVE SIGNED A FRANCHISE AGREEMENT BUT HAVE NOT OPENED
AS OF DECEMBER 31, 2024

Name(s)	Address	City	State	Zip	Phone
Ryan Naylor and Brooke Naylor	3752 E Robin Lane	Gilbert	AZ	85296	(801) 815-2489
Paul Lee	1025 N. Richman Knoll	Fullerton	CA	92835	(626) 899-3496
Huw Rees and Joan Rees	1675 Parkside Ave.	San Jose	CA	95125	(408) 497-2262
Cale Brock	9807 Bennett Peak Street	Littleton	CO	80125	(404) 683-3948
Ricardo Sims and Kyle O'Hehir	200 Pemberwick Road	Greenwich	CT	06831	(203) 935-8143
Michael Postal (3 Locations)	1801 16th Street	Washington	DC	20009	(301) 502-5060
Kevin Priddy	1489 West Palmetto Park Road	Boca Raton	FL	33486	(561) 386-2875
Keller King and Quenni King	6843 NW 109 Ave	Doral	FL	33178	(305) 283-8866
Stephen Fowle and Jeannie Fowle	198 Carmela Court	Jupiter	FL	33478	(302) 898-1600

Name(s)	Address	City	State	Zip	Phone
Gary Johnson (2 Locations)	1210 Ember Court	Marco Island	FL	34145	(856) 981-0497
Rohit Tilani	117 NE 1st Ave	Miami	FL	33130	(786) 983-5235
Efrain Hendy	2060 NE 198th Terrace	Miami	FL	33179	(786) 606-9383
Ilan Rubinsztain	788 Hampton Circle	Naples	FL	34105	(239) 961-8577
Kamal Rama (2 Locations)	3031 N. Rocky Point Drive West, Suite 600	Tampa	FL	33607	(864) 238-9517
Sean Dastur	8703 Maple Lake Place	Tampa	FL	33635	(727) 224-8088
Isaac Hendy Mezrage and Efrain Hendy (3 Locations)	1701 Golf Road, Suite 300	Rolling Meadows	IL	60008	(954) 591-3382
Harsharan Ghoman	5850 Fortune Circle West Drive	Indianapolis	IN	46241	(615) 416-4712
Moniesha Shorter	14615 Argos Place	Upper Marlboro	MD	20774	(301) 332-6624
Kenneth Clark	900 Covered Bridge Trail	Chapel Hill	NC	27517	(919) 325-6200
Mahender Gorrai	23 Orchard Road	Skillman	NJ	08558	(609) 933-6337
Moshe Stahl	1260 49th Street	Brooklyn	NY	11219	(347) 662-0342
Pritpal 'Russ' Singh	206 W Old Country Road	Hicksville	NY	11801	(917) 673-3574
William Ballou	28-10 Jackson Ave.	Long Island City	NY	11101	(718) 395-7499
Terrence Wallace (2 Locations)	29 Crest Blvd	Easton	PA	18045	(610) 905-6218
Kimberly Rickman and Jason Rickman	1901 Main St	Columbia	SC	29201	(508) 667-4931
Woodie "Tyler" Evans and Michael Hicks (14 Locations)	110 Fairview Lake Way	Simpsonville	SC	29680	(803) 225-2735
Peter Demos and Kristin Demos	1451 Avellino Circle	Murfreesboro	TN	37130	(615) 330-7779
Richard Parsons II and Charissa Parsons (11 Locations)	159 4th Ave N.	Nashville	TN	37219	(304) 553-8582
Spencer George and Asha George	6700 Canyon Oak Ct	Argyle	TX	76226	(512) 825-9517
Landon White	6466 Orchid Lane	Dallas	TX	75230	(214) 662-7545
Brandon Hausenfluck	3524 Plazas Del Lago	Edinburg	TX	78539	(956) 607-1122
Jason Island (2 Locations)	11107 Cremona Ct	Richmond	TX	77406	(832) 659-4270
Scott Odom	500 Navarro Street	San Antonio	TX	78205	(337) 572-8824
Matthew Lee	1310 Rayford Park Road Ste 308	Spring	TX	77386	(713) 417-4258
Rajsinh Chudasama	2014 Granada Trl	Westlake	TX	76262	(972) 821-2781
William Toonen	1175 Lombardi Avenue	Green Bay	WI	54304	(920) 217-7010
Andrew Dahl, Jansen Dahl, and Tyler Dahl	1511 Main Street	LaCrosse	WI	54601	(608) 791-6444
Tim Ryan	440 Main Street	Racine	WI	53403	(626) 824-7216

VENTURE X FRANCHISING, LLC
LIST OF TERMINATED, CANCELLED, NOT RENEWED OR CEASED TO DO BUSINESS FRANCHISEES
AS OF DECEMBER 31, 2024

Name(s)	Address	City	State	Zip	Phone
Adolfo Andrade and Marino Miranda	10105 SW 71st Ave.	Miami	FL	33156	305-281-3456
Anil Bhalla *	100 East Pine Street, 1st floor	Orlando	FL	32801	416-886-9947
Ryan "Jason" Reed and Teresa Charleton	8717 Misty Creek Drive	Sarasota	FL	34241	602-738-5648
Sanjay Raghavaraju and Sree Vattikuti	3333 Peachtree Road NE	Atlanta	GA	30326	770-265-9392
Edward Barowsky	98 Lower Westfield Road	Holyoke	MA	01040	413-563-1100
Andrew Song	60 Living Edens Court	Las Vegas	NV	89148	702-523-6983
John DiMarco II	4050 West Ridge Road	Rochester	NY	14626	(585) 662-1313
Jason Bowers	8350 North Central Expressway	Dallas	TX	75206	214-609-9059
Nadim Ahmed	2100 Alamo Road, Suite T	Richardson	TX	75080	469-207-4970

* Franchisees who sold their business in 2024.

EXHIBIT F

TABLE OF CONTENTS FOR OPERATING MANUAL

TABLE OF CONTENTS FOR OPERATING MANUAL

INTRODUCTION – 18 Pages

A. United Franchise Group Welcome Letter
B. United Franchise Group Mission Statement
C. United Franchise Group Code of Conduct
D. Our History
E. Services Provided to Franchisees
F. Initial Training
G. Visits from the Corporate Office
H. Six Keys to Success

OPENING YOUR COWORKING SPACE – 120 Pages

A. Overview
B. Launch Timeline 5
C. Initial Franchisee Checklist
D. Know & Understand the Venture X Brand
E. Phase 1: Deposit to Franchise Agreement
F. Phase 2: Welcome Call to Permitting
G. Phase 3: Construction Start to Certificate of Occupancy
H. Phase 4: Delivery & Install to Grand Opening Event

ADMINISTRATIVE PROCEDURES – 25 Pages

A. Wearing Our Brand
B. Member Retention
C. Membership Cancellation
D. Goal Setting
E. Managing the Operation
F. Ongoing Internal & Outside Events
G. Essensys
H. Mail Procedures
I. Membership Collections Process
J. Vendor Relations

SALES & MARKETING – 41 Pages

A. Sales Philosophy
B. What is Salesmanship
C. Who Needs Salesmanship
D. Sales Preparation
E. Managing Your Mindset
F. Communication Skills
G. Art of Conversation
H. Concentrate on Making Friends

I. Projecting Confidence
J. Handling Rejection
K. Handling Resistance
L. How to Sell
M. What is the “Success Formula”?
N. Qualifying Leads
O. Scheduling A Tour
P. Lead Follow Up
Q. Pricing Theory
R. Developing A Marketing Strategy
S. The Process of Marketing
T. Navigating Social Media
U. Hosting Events

PERSONNEL – 37 Pages

A. Working with Independent Contractors
B. Equal Employment Guidelines
C. Record Keeping Requirements
D. Reporting Requirements
E. EEO Claims
F. Regulatory Enforcement Fairness Act
G. Technical Assistance
H. Sexual Harassment
I. Racial & Ethnic Discrimination
J. Pregnancy Discrimination
K. Immigration Reform and Control Act
L. Wage & Labor Laws
M. What the FLSA Requires
N. Confidentiality
O. Team Member Profile
P. Recruitment
Q. The Interview Process
R. Creating Staff Files
S. Developing Personnel Policies
T. Team Member Orientation
U. Completion of New Hire Forms
V. Policies & Benefits
W. Training
X. Uniform & Dress Code
Y. Performance Evaluations
Z. Progressive Discipline
AA. Termination/ Separation

HEALTH & SAFETY – 10 Pages

FORMS APPENDIX – 30 Pages

APPENDIX: COLLECTIONS TEMPLATES – 8 Pages

APPENDIX: CRISIS MANAGEMENT – 7 Pages

TOTAL OF 296 PAGES.

EXHIBIT G

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

CALIFORNIA	Registered Agent: 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 State Administrator: 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
CONNECTICUT	Banking Commissioner - Department of Banking Securities and Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 Telephone: (860) 240-8299
FLORIDA	Registered Agent: Mark D. Nichols 2121 Vista Parkway West Palm Beach, FL 33411 State Administrator: Department of Agriculture and Consumer Services Division of Consumer Services Mayo Building, Second Floor Tallahassee, FL 32399-0800
HAWAII	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division 335 Merchant Street, Room 203 Honolulu, HI 96813 Telephone: (808) 586-2722
ILLINOIS	State of Illinois – Franchise Bureau Office of Attorney General 500 S. Second Street Springfield, IL 62706 Telephone: (217) 782-4465

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

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

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 **VENTURE X 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, "Venture X," 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.

Venture X 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 Venture X Space operated under the original Franchise Agreement (the "Venture X Space") to a successor franchisee, **_____,** who desires to continue operating such Venture X Space 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 Venture X Space, 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 Venture X Space. 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 Venture X Space 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 Venture X Space to the Successor Franchisee, shall operate the Venture X Space 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 $49,500.00. 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 Franchise, 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.

Venture X 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 a Venture X franchise business. The purpose of this Compliance Certification is to determine whether any statements or promises were made to you that Venture X Franchising, LLC (the "Franchisor") has not authorized and that may be untrue, inaccurate, or misleading.

A. The following dates are true and correct:

_____ (Date)	_____ (Initials)	The date on which I first received a Franchise Disclosure Document about the Venture X 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.

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 a Venture X franchise business with an attorney, accountant, or other professional advisor? Yes ____ No ____

4. Do you understand that the success or failure of your Venture X 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 Venture X 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 a Venture X 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 a Venture X 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 a Venture X franchise (the "Venture X Franchise"), Venture X Franchising, LLC, a Florida limited liability company ("COMPANY") and _____ a resident of the State of _____, ("INDIVIDUAL") (collectively, the "Parties").

W I T N E S S E T H:

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. <u>Trade Secrets and Confidential Information</u>

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 Venture X 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 Venture X 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 a Venture X 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:

_____

FRANCHISEE:

Signature:_____
Print Name:_____
Date:_____

WITNESS:

_____

INDIVIDUAL:

Signature:_____
Print Name:_____
Date:_____

WITNESS:

_____

COMPANY:

By:_____
Its:_____
Date:_____

EXHIBIT K

DISCLOSURE DOCUMENT ADDENDA

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.VENTUREX.COM, HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OFFINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT WWW.DFPI.CA.GOV.

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 vlaims 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 5 of the Disclosure Document is amended by adding the following language:

"Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, we secured a surety bond in the amount of One Hundred Twenty-Three Thousand Dollars ($123,000) with SureTec Insurance Company A copy of the bond is on file at the Maryland Office of the Attorney General, Securities Division, 200 St. Paul Place, Baltimore, Maryland 21202. Also a copy is attached in Exhibit D."

2. 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.)"

3. 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."

4. 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."

5. 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."

6. 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:

"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 SATE 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

- Per a requirement of the North Dakota Securities Department, the performance of the Franchisor's obligations under the Franchise Agreement has been guaranteed by our affiliate, EmbroidMe.com, Inc. pursuant to a Guarantee of Performance.

- 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 Venture X 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.

Venture X 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: _____

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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 RECEIPTS

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 VENTURE X 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 VENTURE X FRANCHISING, LLC does not deliver this disclosure document on time, or if it contains a false or misleading statement, or material omission, a violation of federal and state Law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, or to your state agency listed in Exhibit G.

The Franchisor is VENTURE X FRANCHISING, LLC, located at 2121 Vista Parkway, West Palm Beach, FL 33411. Its telephone number is (561) 640-5570.

Issuance Date: April 30, 2025 as amended March 2, 2026

Franchise Seller: ~~Michael White~~Jason Anderson and/or the Sales Agent(s) listed below, VENTURE X FRANCHISING, LLC, 2121 Vista Parkway, West Palm Beach, FL 33411~~,~~ (561) 640-5570.

VENTURE X FRANCHISING, LLC authorizes the respective state agencies identified in Exhibit G to receive service of process for it in the particular state. VENTURE X FRANCHISING, LLC further authorizes legal process to be served to it at 2121 Vista Parkway, West Palm Beach, Florida 33411.

I received a disclosure document issued April 30, 2025 as amended March 2, 2026 that included the following Exhibits:

A. Franchise Agreement
B. Deposit Receipt
C. Multi-Unit Development Agreement
D. Financial Statements
E. List of Current and Former Franchisees
F. Table of Contents for Operations Manual
G. State Administrators & Agents for Service of Process
H. General Release Agreement
I. Compliance Certification
J. Confidentiality and Nondisclosure Agreement
K. Disclosure Document Addenda
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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If VENTURE X FRANCHISING, LLC does not deliver this disclosure document on time, or if it contains a false or misleading statement, or material omission, a violation of federal and state Law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, or to your state agency listed in Exhibit G.

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J. Confidentiality and Nondisclosure Agreement
K. Disclosure Document Addenda
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