

of this Disclosure Document, there was one (1) MindChamps® Infant Care school in Singapore. The MindChamps® Infant Care franchise in Singapore is currently offered by MCPS. MCPS' registered business address is 6 Raffles Boulevard, #04-100 Marina Square, Singapore 039594.

- viii. MindChamps® Allied Care franchise in Singapore provides healthcare services and allied health and early intervention services. As of the date of this Disclosure Document, there were 11 MindChamps® Allied Care centers in Singapore. The MindChamps® Allied Care franchise in Singapore is currently offered by MCACG. MCACG's registered business address is 6 Raffles Boulevard, #04-100 Marina Square, Singapore 039594.
- ix. MindChamps® Reading Program franchise caters to children from three (3) years old. It uses the breakthrough "*Immersive Reading*" approach to nurture reading with "*Active Understanding*". As of the date of this Disclosure Document, there were seven (7) MindChamps® PreSchools offering the MindChamps® Reading Program in Singapore. The MindChamps Reading Program in Singapore is offered as an add-on program to the MindChamps PreSchool franchise. MindChamps® Reading program franchise is currently offered by MCPS in Singapore. MCPS' registered business address is 6 Raffles Boulevard, #04-100 Marina Square, Singapore 039594.
- x. MindChamps® Reading and Writing Program franchise is a holistic literacy development program, equipping each child with a comprehensive set of writing tools. As of the date of this Disclosure Document, there were seven (7) MindChamps® centres offering the MindChamps® Reading and Writing Program in Singapore. The MindChamps Reading and Writing Program in Singapore may be offered either as a standalone franchise or offered as an add-on program to the MindChamps PreSchool franchise. MindChamps® Reading and Writing program franchise is currently offered by MCPS in Singapore. MCPS' registered business address is 6 Raffles Boulevard, #04-100 Marina Square, Singapore 039594.
- xi. MindSpace franchise is an integrative after school care program (which also provides enrichment programs) catering to children aged seven (7) to eleven (11) years old. As of the date of this Disclosure Document, there were ~~twenty-seven (27)~~eight (28) MindSpace centers in Singapore. MindSpace franchise is currently offered by MSG. MSG's registered business address is 6 Raffles Boulevard, #04-100 Marina Square, Singapore 039594.

ITEM 2 BUSINESS EXPERIENCE

Chairman, Chief Executive Officer and Director – David Chiem

Mr. Chiem has been our Chairman and CEO since our inception. He is also the Founder, Executive Chairman & Group CEO of MPL located in Singapore since its inception in 2008.

Chief Financial Officer – ~~Tee Wee Jone~~ Yip Bao Chung

Mr. ~~Yip Tee~~ Yip has been our Chief Financial Officer since our inception ~~October 2024~~. He has also held various positions with MPL since January 2008, including the Chief Financial Officer of MPL located in Singapore since ~~January 2008~~2012.

Global Chief Brand Officer & Chief Operating Officer – Peh Poh Geok

Ms. Peh has been our Global Chief Brand Officer and Chief Operating Officer since our inception. She has also been employed by MPL located in Singapore since 2008.

Chief Information Officer – Shan Gandhimani

<u>2023</u> <u>202</u> <u>4</u>	0	0	0	0	0	0
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**Table No. 5
Projected Openings as of December 31, ~~2023~~2024**

State	Franchise Agreements Signed But School Not Opened	Projected New Franchised Schools In The Next Fiscal Year	Projected New Company-Owned Schools In The Next Fiscal Year
Florida	2	2	0
Texas	0	1	0
California	0	1	0
New York	0	1	0
TOTAL	2	5	0

Our fiscal year ends on December 31st of each year.

Lists of Current and Former Franchisees

Please see Exhibit E for a list of our current franchisees. As of the date of this Disclosure Document, we do not have any former franchisees.

If you buy a School, we may disclose your contact information to other buyers when you leave the MindChamps system.

Purchase of Previously-Owned Franchise

If you are purchasing a previously owned franchised outlet, we will provide you additional information on the previously owned franchised outlet in an addendum to this Disclosure Document.

Confidentiality Clauses

As of the date of this Disclosure Document, we do not have any franchisees. In some instances in the future, current and former franchisees may sign provisions restricting their ability to speak only about their experience with MindChamps. You may wish to speak with current and former franchisees, as applicable but be aware that not all such franchisees will be able to communicate with you.

Trademark-Specific Franchisee Organizations

There is no active franchisee organization associated with the System.

ITEM 21 FINANCIAL STATEMENTS

Exhibit C to this Disclosure Document contains our audited financial statements as of December 31, 2024 and 2023, and for the years ended December 31, 2024 and 2023, and for the period from July 21, 2022 (inception) through December 31, ~~2023~~2022. We have not been in business for three or more years, and therefore cannot provide all of the financial statements otherwise required to be disclosed in this Item. In addition, we have included unaudited financial statements for the period beginning January 1, ~~2024~~2025 through ~~July 31, 2024~~December 31, 2025. Our fiscal year

**Exhibit A
to
Franchise Disclosure Document**

STATE SPECIFIC ADDENDA

(attached)

State Specific Addendum to Franchise Disclosure Document
(Minnesota)

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

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

This Addendum to the Franchise Disclosure Document modifies and supersedes the Disclosure Document with respect to franchises offered or sold to either a resident of the state of Minnesota or a non-resident who will be operating a franchise in the state of Minnesota as follows:

1. Item 17 which designates jurisdiction or venue in a forum outside the State of Minnesota is deleted. Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibits us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition nothing in the Disclosure Document or the Franchise Agreement can abrogate or reduce (i) any of your rights as provided for in Minnesota Statutes, Chapter 80C, or (ii) your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
2. Item 17 of the Franchise Disclosure Document titled, “Conditions for our approval of Transfer” is hereby modified by the addition of the following to the end of the paragraph therein:

“The general release shall exclude only such claims as the Franchisee or its owner(s) may have under the Minnesota Franchises Law, Minn. Stat. 80C.1-80C.22, and the Rules and Regulations promulgated thereunder by the Commissioner of Commerce.”
3. The Franchise Disclosure Document is hereby modified by the addition of the following statement:

“According to Minnesota law, you cannot waive any rights under the Minnesota Franchises Law. As provided in Minn. Rules 2860.4400J, you cannot consent to our obtaining injunctive relief. We may seek injunctive relief.

Any limitations of claims must comply with Minnesota Statutes, Section 80C.17, Subd. 5.”

4. The Franchise Disclosure Document is hereby modified by the addition of the following statement:

“With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) 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 and (2) that consent to the transfer of the franchise will not be unreasonably withheld.”

5. The Franchise Disclosure Document is hereby modified by the addition of the following statement:

“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. Minnesota considers it unfair to not protect the franchisee’s right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).”

- ~~6. The State of Minnesota has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from Minnesota franchisees until we have completed all of our pre-opening obligations and you are open for business.~~

The provisions of this Addendum only apply if the jurisdictional requirements of the Minnesota Franchises Law and the rules promulgated thereunder are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.

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.