

## FRANCHISE DISCLOSURE DOCUMENT

	<p><b>STRONG PILATES US, INC.</b> a Texas corporation 5/111 Cecil St South Melbourne, Victoria 3205 Australia 011-3-61-422-096-604 <a href="http://www.strongpilates.co">www.strongpilates.co</a></p>
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The franchise offered is for the development and operation of one or more fitness training studios that offer customers a Pilates-based workout infused with cardio via specially designed Pilates beds that include a built-in rowing machine, together with related services and products, under the name Strong Pilates.

The total investment necessary to begin operation of a single Strong Pilates Studio ranges from \$399,995 to ~~\$1,007,300~~ \$1,009,800. This includes between \$196,875 and \$260,965 that must be paid to us or our affiliates. The total investment necessary to begin operations under a development agreement ranges from \$425,995 to ~~\$1,034,300~~ \$1,036,800. This includes between \$221,875 and \$285,965 that must be paid to us or our affiliates.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Mark Francis Armstrong at 5/111 Cecil St, South Melbourne, Victoria 3205, Australia, telephone: 011-3-61-422-096-604.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "*A Consumer's Guide to Buying a Franchise*," which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at [www.ftc.gov](http://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.

**Date of Issuance:** April 24, 2026

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Signage, Strong Equipment, Strong Merchandise and other Approved Products <sup>(7)</sup>	\$9,000 to \$14,000	As arranged	As agreed	Us, or our affiliates, or Vendors
Soft Costs <sup>(8)</sup>	\$2,625 to \$5,250	As arranged	As agreed	Vendors
Insurance <sup>(9)</sup>	\$2,520 to \$5,250	As arranged	As agreed	Insurance Company
Computer System and Software <sup>(10)</sup>	\$500 to \$3,000	As arranged	As agreed	Us and Vendors
Initial Training and Opening Assistance Costs and Reimbursements <sup>(11)</sup>	\$7,500 to \$12,500	As arranged	Before training	Us and Vendors
Security and Utility Deposits <sup>(12)</sup>	\$1,000 to \$4,500	As arranged	As agreed	Vendors and Utility Companies
Business Licenses, including Bonds for Health and Fitness Clubs <sup>(13)</sup>	\$20,000 to \$53,000	As arranged	As agreed	Licensing Authority
Grand Opening Ad Expenditure <sup>(14)</sup>	\$25,000 plus agency fees (15-25%)	As arranged, but starting 90 days before opening date of the Strong Pilates Studio and continuing for 30 days after the opening date	As agreed	Us or Service Providers
PreSale Fees <sup>(15)</sup>	\$0 to \$2,500 per month	Optional and payable as arranged when you opt to have us provide presales marketing.	Monthly during presales period	Us
Additional Funds – 3 months <sup>(16)</sup>	\$15,000 to \$30,000	As arranged	As Agreed	Vendors
<b>TOTAL FOR A SINGLE FRANCHISE AGREEMENT <sup>(17)</sup></b>	<b>\$399,995 to <del>\$1,007,300</del> <u>1,009,800</u> (excludes agency fees &amp; additional optional presale fees)</b>			

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
<b>Development Agreement</b>				
Development Fee <sup>(18)</sup>	\$25,000	Cashier's Check or EFT as arranged	Upon Signing Development Agreement	Us
Additional Funds – 3 months <sup>(18)</sup>	\$1,000 to \$2,000	As Arranged	As Necessary	You Determine
<b>TOTAL FOR A SINGLE FRANCHISE AGREEMENT AND A DEVELOPMENT AGREEMENT</b>	<b>\$425,995 to <del>\$1,034,300</del> <u>\$1,036,800</u></b> <i>(amounts are before any credits on Initial Franchise Fees)</i>			

Explanatory Notes related to the Franchise Agreement

\*Unless otherwise noted, no amounts are refundable to us or any third-party vendor once paid.

1. Initial Franchise Fee and Real Estate Fee. The initial franchise fee is \$59,000 for each Strong Pilates Studio and is payable in full to us when you sign the Franchise Agreement. The real estate fee is \$5,000 for each Strong Pilates Studio and is payable in full to us when you sign the Franchise Agreement.
2. Strong Academy Fee. The Strong Academy Fee is \$9,000 for each Strong Pilates Studio and is payable to us in full as invoiced by us and prior to the opening date of your Strong Pilates Studio.
3. Site Lease. Preferred locations for the Strong Pilates Studios are in outside strip shopping centers in heavily-populated urban and suburban areas where you will have a small in-line retail store. We expect you will lease the premises for the Strong Pilates Studio. The cost of leasing real estate will vary, depending on location and other factors. The low number estimates initial lease acquisition costs and lease payments for a period of 4 months (consisting of 1 month before the anticipated opening and then an additional 3-month period) for a typical, small to medium sized Strong Pilates Studio located in a suburban area. The high number estimates initial lease acquisition costs and lease payments for a period of 4 months (consisting of 1 month before the anticipated opening and then an additional 3-month period) for a larger sized Strong Pilates Studio located in an urban area. If you sign a lease with lease payment commencement date and you are delayed in opening, you may have to start making lease payments two or more months before opening, which will increase your costs accordingly.

We do not typically recommend that you purchase the land and building for the Strong Pilates Studio. If you purchase land and/or a building, the cost will be substantially higher, and will vary depending on the market for real estate in the area. We do not provide any cost estimates for the purchase of land and/or the building for the Strong Pilates Studio.

PROVISION	SECTION IN DEVELOPMENT AGREEMENT	SUMMARY
q. Non-competition covenants during the term of the franchise	Not Applicable	Not Applicable. <a href="#">Subject to applicable state law.</a>
r. Non-competition covenants after the franchise is terminated or expires	Not Applicable	Not Applicable. <a href="#">Subject to applicable state law.</a>
s. Modification of the agreement	27	Modifications of the Development Agreement must be in writing and signed by both parties
t. Integration/merger clause	27	Only the terms of the Development Agreement and other related written agreements signed by the parties are binding (subject to applicable state law). Any representations or promises outside of the disclosure document and Development Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	12; 13	Subject to applicable state law, the parties must first seek to resolve any dispute by mutual negotiation. If not resolved by mutual negotiation within 21 days, either party may, by notice to the other, require that the dispute be dealt with by mediation. The mediation shall take place in the city in the United States where we have our then current principal place of business at a location to be decided by the mediator. If not resolved through mediation, the parties will submit the dispute to binding arbitration pursuant to the rules of an arbitration body selected by us. The arbitration proceedings will be conducted in the city in the United States where we have our then current principal place of business at a location to be decided by the arbitrator, unless otherwise prohibited by the laws of the state in which the Business is located, in which case the arbitration proceedings shall occur in such state, in a city selected by us. But see state specific amendments to the Development Agreement if applicable.
v. Choice of forum	12; 13	Subject to applicable state law, the state in which we have our then current principal place of business (currently Texas). But see state specific amendments to the Development Agreement (if any).
w. Choice of law	11	Subject to applicable state law, Texas law. But see state specific amendments to the Development Agreement (if any).

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		<p>market value must be determined by an independent appraiser appointed by us. In conducting the valuation, the appraiser: (a) must not include any component for goodwill or for leasehold improvements; and (b) acts as expert and not as an arbitrator. The appraiser’s decision is final and binding on us and you and the appraiser’s costs must be shared equally between us and you. We may set off against the purchase price any amounts owed to it by you.</p>
<p>p. Death or disability of franchisee</p>	<p>32.9(1)(3) and (4)</p>	<p>If you are a natural person or if your controlling shareholder suffers a Permanent Incapacity (as defined below), you (or where you are made up of only 1 natural person, your executor or personal representative) must within 4 months after the person becomes Permanently Incapacitated either: (a) sell the Strong Pilates Studio; or (b) procure the sale or transfer of the affected person’s interest in the Strong Pilates Studio.</p> <p>If you are a business entity and a director of you dies or suffers a Permanent Incapacity, you must within 2 months after the director dies or becomes permanently incapacitated, procure the removal of that director as a director of you and seek consent from us to either: (a) appoint a new director to the board of you; or (b) continue with the remaining directors of you.</p> <p>If you do not comply with the above, we may immediately terminate the Franchise Agreement and the Strong Pilates Studio by giving you reasonable written notice.</p>
<p>q. Non-competition covenants during the term of the franchise</p>	<p>1.1(73), 1.1(74), 27.2, Item 19 and 20 in Schedule 1</p>	<p><u>Subject to applicable state law</u>, Neither you nor your Guarantor(s) will: (1) during the term of the Franchise Agreement invest in or have a financial interest in any business other than the Strong Pilates Studio or any other Pilates studio (other than the Strong Pilates Studio) owned by you, your Guarantor(s) or a Related Party of you or Guarantor(s) (an “Additional Business”) without our prior written consent; or (b) canvass or solicit with a view to supplying any product or service the same as or similar to those at any time supplied in the conduct of the Strong Pilates Studio, any person who is or has been in the 12 months before the end of the Strong Pilates Studio a customer of the Strong Pilates Studio or a customer of any other Strong Pilates Studio. <u>Subject to applicable state law</u>.</p>
<p>r. Non-competition covenants after the franchise is terminated or expires</p>	<p>1.1(73), 1.1(74), 27.2, Item 19 and 20 in Schedule 1</p>	<p><u>Subject to applicable state law</u>, Neither you nor your Guarantor(s) will: (2) during the period 18 months after the expiration, termination, non-renewal or transfer of the Franchised Agreement (the “Restraint Period”), directly or indirectly do any of the following things: (a) at the Premises or within 25 kilometers of any other business using the System and the Trade Marks in existence as of the date of the expiration, termination, non-renewal or transfer of the Franchise Agreement (the “Restraint Area”), engage or be concerned or interested in any business that: (i) supplies the Rowformer Machine or any type of exercise class utilizing the Rowformer Machine; or (ii) could be reasonably regarded as a market competitor of the System or any Strong Pilates Studio; or (b)</p>

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		canvass or solicit with a view to supplying any product or service the same as or similar to those at any time supplied in the conduct of the Strong Pilates Studio, any person who is or has been in the 12 months before the end of the Strong Pilates Studio a customer of the Strong Pilates Studio or a customer of any other Strong Pilates Studio. <a href="#">Subject to applicable state law.</a>
s. Modification of the agreement	41.6	No changes unless mutually agreed to in writing.
t. Integration/ merger clause	41.5	Only written terms of Franchise Agreement and of the exhibits referred to are binding (subject to applicable state law). Any representations or promises outside the Disclosure Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	37.2	Subject to applicable state law, the parties must first seek to resolve any dispute by mutual negotiation. If not resolved by mutual negotiation within 21 days, either party may, by notice to the other, require that the dispute be dealt with by mediation. The mediation shall take place in the city in the United States where we have our then current principal place of business at a location to be decided by the mediator. If not resolved through mediation, the parties will submit the dispute to binding arbitration pursuant to the rules of an arbitration body selected by us. The arbitration proceedings will be conducted in the city in the United States where we have our then current principal place of business at a location to be decided by the arbitrator, unless otherwise prohibited by the laws of the state in which the Business is located, in which case the arbitration proceedings shall occur in such state, in a city selected by us. But see state specific amendments to the Franchise Agreement if applicable.
v. Choice of forum	37.2; 41.9(2)	Subject to applicable state law, the state in which we have our then current principal place of business (currently Texas). But see state specific amendments to the Development Agreement (if any).
w. Choice of law	41.9	Subject to applicable state law, Texas law. But see state specific amendments to the Development Agreement (if any).

**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 or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the 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

- One (1) Studio that was open and operating for seven (7) full calendar months of the Measurement Period.

**Definition of Revenue**

For the purposes of this Item 19, “Revenue” has the meaning given to that term in our Franchise Agreement and means the gross revenue derived by the franchisee from the operation of the Studio, before deduction of any taxes, fees, costs or expenses. Revenue figures used in this Item 19 have been extracted from the customer relationship management system used by the Studios, supplemented by reporting from third party aggregator platforms (such as ClassPass) where applicable. We have assumed that the data extracted from these systems is accurate. We have not independently audited or verified this data.

**Table 1 — Average Monthly Revenue of Reporting Studios (Measurement Period)**

<b>Reporting Studio</b>	<b>Full Calendar Months Included</b>	<b>Average Monthly Revenue (USD)</b>	<b><u>Median Monthly Revenue (USD)</u></b>
<b>Reporting Studio A</b>	8	\$97,154.78	<u>\$100,957.93</u>
<b>Reporting Studio B</b>	7	\$84,180.09	<u>\$85,022.30</u>
<b>Reporting Studio C</b>	12	\$82,788.68	<u>\$84,084.31</u>
<b>Reporting Studio D</b>	9	\$79,550.36	<u>\$81,601.72</u>
<b>Reporting Studio E</b>	9	\$49,718.93	<u>\$49,465.85</u>
<b>Average across the 5 Reporting Studios</b>		<b>\$78,678</b>	<b><u>\$82,788.68</u></b>

**Summary of Results**

Across the five (5) Reporting Studios, the average monthly Revenue during the included months of the Measurement Period was \$78,678. The highest performing Reporting Studio achieved average monthly Revenue of \$97,154.78, and the median Reporting Studio achieved average monthly Revenue of \$82,788.68. Four (4) of the five (5) Reporting Studios (representing 80% of the Reporting Studios) achieved average monthly Revenue at or above the cross-Studio average of \$78,678.

**General**

Some Strong Businesses have sold this amount. Your individual results may differ. There is no assurance that you’ll sell as much.

Written substantiation for the financial performance representation set out in this Item 19 will be made available to the prospective franchisee upon reasonable request.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of our new franchises, you should report it to the franchisor's management by contacting Mark Francis Armstrong at Strong Pilates USA, the Federal Trade Commission, and the appropriate state regulatory agencies.

**SOUTH DAKOTA**

Department of Labor and Regulation  
Division of Securities  
124 S Euclid, Suite 104  
Pierre, SD 57501  
(605) ~~773-4823~~[773-3563](tel:605-773-3563)

**TEXAS**

Statutory Document Section  
Secretary of State  
P.O. Box 12887  
Austin, Texas 78711  
(512) 475 1769

**UTAH**

Division of Consumer Protection  
Utah Department of Commerce  
160 East Three Hundred South  
P.O. Box 146704  
Salt Lake City, Utah 84114  
(801) 530 6601

**VIRGINIA**

State Corporation Commission  
Division of Securities and Retail Franchising  
1300 East Main Street, 9th Floor  
Richmond, Virginia 23219  
(804) 371 9051

**WASHINGTON**

Securities Division,  
Department of Financial Institutions  
PO Box 41200  
Olympia, WA 98504-1200  
(360) 902 8760

**WISCONSIN**

Division of Securities  
Department of Financial Institutions  
P.O. Box 1768  
Madison, Wisconsin 53701 or  
201 W. Washington, Suite 300  
Madison, Wisconsin 53703  
(608) 266 8559

sales agent.

3. The following is added to the end of the “Summary” sections of Item 17(c), titled “Requirements for a 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 causes 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; this proviso intends that the nonwaiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the “Summary” section of Item 17(d), titled “Termination by a franchisee”: “You may terminate the agreement on any grounds available by law.”
5. 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 foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or the franchisee by Article 33 of the General Business Law of the State of New York.

6. Franchise Questionnaires and Acknowledgements--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. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

#### **Addendum to Disclosure Document**

#### **Additional Information Required by the State of North Dakota**

The following provisions will supersede anything to the contrary in the Franchise Disclosure Document and will apply to all franchises offered and sold under the laws of the State of North Dakota:

1. Item 5 is amended to add the following:

Based upon the franchisor's financial condition, the North Dakota Insurance & Securities Department has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement and franchisee has commenced doing business pursuant to the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens for business.

#### **Addendum to Disclosure Document**

#### **Additional Information Required by the State of Rhode Island**

In recognition of the requirements of the State of Rhode Island Franchise Investment Act §19-28.1 *et seq.* (the “Act”), the Franchise Disclosure Document for use in the State of Rhode Island is amended as follows:

Item 17 (h) is amended to state that termination of a Development Agreement/Franchise Agreement as a result of insolvency or bankruptcy may not be enforceable under federal bankruptcy law.

Items 17 (c) and (m) are amended to state that any release signed as a condition of transfer or renewal will not apply to any claims you may have under the Rhode Island Franchise Investment Act.

Items 17 (u), (v) and (w) are amended to state that any provision in the Development Agreement/Franchise Agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of laws of a state other than Rhode Island is void as to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

**Addendum to Disclosure Document**  
**Additional Information Required by the State of South Dakota**

The following provisions will supersede anything to the contrary in the Franchise Disclosure Document and will apply to all franchises offered and sold under the laws of the State of South Dakota:

1. Item 5 is amended to add the following:

Based upon the franchisor's financial condition, the South Dakota Securities Regulation Office has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens for business.

No statement, questionnaire, or acknowledgment signed or agreed to by Strong 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 Strong. This provision supersedes any other term of any document executed in connection with the franchise.

**Addendum to Disclosure Document**  
**Pursuant to the Virginia Retail Franchise Act**

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, Item 17 of the Franchise disclosure document for use in the Commonwealth of Virginia is amended as follows:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the Development Agreement/Franchise Agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Development Agreement/Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that

**AMENDMENT TO STRONG PILATES US, INC.  
FRANCHISE AGREEMENT  
FOR THE STATE OF NORTH DAKOTA**

The Strong Pilates US, Inc. Franchise Agreement between  
("Franchisee" or "You") and Strong Pilates US, Inc. ("Franchisor") dated \_\_\_\_\_ (the  
"Franchise Agreement") will be amended by the addition of the following language, which will be  
considered an integral part of the Franchise Agreement (the "Amendment"):

**NORTH DAKOTA LAW MODIFICATIONS**

1. Based upon Strong's financial condition, the North Dakota Insurance & Securities Department has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until Strong completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens for business.

2. No statement, questionnaire, or acknowledgment signed or agreed to by Strong 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 Strong. This provision supersedes any other term of any document executed in connection with the franchise.

3. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of the North Dakota law applicable to the provision are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment to the Franchise Agreement on \_\_\_\_\_ :

<b><u>FRANCHISOR</u></b>	<b><u>FRANCHISEE</u></b>
<b><u>Strong Pilates US, Inc., a Texas corporation</u></b>	_____
By: _____	By: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____
Effective Date: _____	Date: _____

**AMENDMENT TO STRONG PILATES US, INC.  
FRANCHISE AGREEMENT  
FOR THE STATE OF SOUTH DAKOTA**

The Strong Pilates US, Inc. Franchise Agreement between \_\_\_\_\_ (“Franchisee” or “You”) and Strong Pilates US, Inc. (“Franchisor”) dated \_\_\_\_\_ (the “Franchise Agreement”) will be amended by the addition of the following language, which will be considered an integral part of the Franchise Agreement (the “Amendment”):

**SOUTH DAKOTA LAW MODIFICATIONS**

1. Based upon Strong’s financial condition, the South Dakota Securities Regulation Office has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until Strong completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens for business.

2. No statement, questionnaire, or acknowledgment signed or agreed to by Strong 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 Strong. This provision supersedes any other term of any document executed in connection with the franchise.

3. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of the South Dakota law applicable to the provision are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment to the Franchise Agreement on \_\_\_\_\_.

<b><u>FRANCHISOR</u></b>	<b><u>FRANCHISEE</u></b>
<b><u>Strong Pilates US, Inc., a Texas corporation</u></b>	_____
	_____
By: _____	By: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____
Effective Date: _____	Date: _____

**AMENDMENT TO STRONG PILATES US, INC.**  
**FRANCHISE AGREEMENT**  
**FOR THE STATE OF VIRGINIA**

The Strong Pilates US, Inc. Franchise Agreement between \_\_\_\_\_ (“Franchisee” or “You”) and Strong Pilates US, Inc. (“Franchisor”) dated \_\_\_\_\_ (the “Franchise Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Franchise Agreement (the “Amendment”):

**VIRGINIA LAW MODIFICATIONS**

1. The Virginia State Corporation Commission, Division of Securities and Retail Franchising requires that certain provisions contained in franchise documents be amended to be consistent with Virginia law. To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owned by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act (“Act”), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.

2. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisor 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 Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of the Virginia law applicable to the provision are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

4. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Franchise Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that Franchisee has initiated.

**AMENDMENT TO STRONG PILATES US, INC.  
DEVELOPMENT AGREEMENT  
FOR THE STATE OF NORTH DAKOTA**

The Strong Pilates US, Inc. Development Agreement between  
("Developer" or "You") and Strong Pilates US, Inc. ("Franchisor") dated  
(the "Development Agreement") shall be amended by the addition of the following language, which shall be  
considered an integral part of the Development Agreement (the "Amendment"):

**NORTH DAKOTA LAW MODIFICATIONS**

1. Based upon Strong's financial condition, the North Dakota Insurance & Securities Department has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until Strong completes its pre-opening obligations under the franchise agreement and franchisee has commenced doing business pursuant to the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens for business.

2. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisor 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 Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of the North Dakota law applicable to the provision are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

4. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Development Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that Developer has initiated.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. Upon execution and delivery of this Agreement by both parties the effective date shall be the date first above written.

<b><u>FRANCHISOR</u></b>	<b><u>DEVELOPER</u></b>
<b><u>Strong Pilates US, Inc., a Texas corporation</u></b>	_____
By: _____	By: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____
Effective Date: _____	Date: _____

**AMENDMENT TO STRONG PILATES US, INC.  
DEVELOPMENT AGREEMENT  
FOR THE STATE OF SOUTH DAKOTA**

The Strong Pilates US, Inc. Development Agreement between \_\_\_\_\_ (“Developer” or “You”) and Strong Pilates US, Inc. (“Franchisor”) dated \_\_\_\_\_ (the “Development Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Development Agreement (the “Amendment”):

**SOUTH DAKOTA LAW MODIFICATIONS**

1. Based upon Strong’s financial condition, the South Dakota Securities Regulation Office has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until Strong completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens for business.

2. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisor 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 Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of the South Dakota law applicable to the provision are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

4. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Development Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that Developer has initiated.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. Upon execution and delivery of this Agreement by both parties the effective date shall be the date first above written.

<b><u>FRANCHISOR</u></b>	<b><u>DEVELOPER</u></b>
<b><u>Strong Pilates US, Inc., a Texas corporation</u></b>	
By: _____	By: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____
Effective Date: _____	Date: _____

**AMENDMENT TO STRONG PILATES US, INC.  
DEVELOPMENT AGREEMENT  
FOR THE STATE OF VIRGINIA**

The Strong Pilates US, Inc. Development Agreement between \_\_\_\_\_ (“Developer” or “You”) and Strong Pilates US, Inc. (“Franchisor”) dated \_\_\_\_\_ (the “Development Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Development Agreement (the “Amendment”):

**VIRGINIA LAW MODIFICATIONS**

1. The Virginia State Corporation Commission, Division of Securities and Retail Franchising requires that certain provisions contained in franchise documents be amended to be consistent with Virginia law. To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the development fees owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the development agreement.

Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act (“Act”), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.

2. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisor 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 Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. Each provision of this Amendment will be effective only to the extent that the jurisdictional requirements of the Virginia law applicable to the provision are met independent of this Amendment. This Amendment will have no force or effect if such jurisdictional requirements are not met.

4. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Development Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that Developer has initiated.

## Exhibit K

### State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Pending
Hawaii	Pending
Illinois	Pending <a href="#">April 24, 2026</a>
Indiana	Pending <a href="#">April 24, 2026</a>
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending <a href="#">May 21, 2026</a>
North Dakota	Pending
Rhode Island	Pending <a href="#">May 5, 2026</a>
South Dakota	Pending <a href="#">April 29, 2026</a>
Virginia	Pending
Washington	Pending
Wisconsin	Pending <a href="#">April 24, 2026</a>

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.

**ITEM 23**

**RECEIPT  
(Your copy to keep)**

This Disclosure Document summarizes provisions of the Development Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Strong Pilates US, Inc. offers you a franchise, it must provide this Disclosure Document to you at least 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. Under Michigan law, if applicable, Strong Pilates US, Inc. must provide this Disclosure Document to you 10 business days before signing any contract or making any payment relating to the franchise relationship. Under New York and Oklahoma law, Strong Pilates US, Inc. must provide this Disclosure Document to you at the earliest of the first personal meeting or 10 business days before signing any contract or making any payment relating to the franchise relationship. Under Iowa law, if applicable, Strong Pilates US, Inc. must provide this Disclosure Document to you at the earliest of the first personal meeting or 14 days before signing any contract or making any payment relating to the franchise relationship.

If Strong Pilates US, Inc. does not deliver this Disclosure Document on time, or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20590 or the appropriate state agency listed in Exhibit A.

Date of Issuance: April 24, 2026

The name and address of our registered agent authorized to receive service of process is shown in Exhibit A.

The franchise sellers are Mark Francis Armstrong (Y/N), Michael Peter Ramsey (Y/N), Heather Christie (Y/N), ~~Elliot Capner (Y/N)~~, and Savannah Busby (Y/N) (circle as applicable) (each can be reached 5/111 Cecil St, South Melbourne, Victoria 3205, Australia and 011-3-61-422-096-604) and \_\_\_\_\_.

I have received a Disclosure Document dated April 24, 2026 that included the following Exhibits:

- A – State Administrators/Agents for Service of Process
- B – Franchise Agreement (including State Addenda)
- C – Development Agreement (including State Addenda)
- D – Applicant Confidentiality Agreement and Authorization
- E – Franchise Application
- F – State Addenda to Franchise Disclosure Document
- G – List of Current Franchisees
- H – List of Former Franchisees
- I – Financial Statements
- J – Table of Contents to Brand Standards Manual
- K – State Effective Dates
- L – Receipts

**PROSPECTIVE FRANCHISEE:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**PROSPECTIVE FRANCHISEE:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**ITEM 23**

**RECEIPT**

**(Sign receipt and return to us)**

This Disclosure Document summarizes provisions of the Development Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Strong Pilates US, Inc. offers you a franchise, it must provide this Disclosure Document to you at least 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. Under Michigan law, if applicable, Strong Pilates US, Inc. must provide this Disclosure Document to you 10 business days before signing any contract or making any payment relating to the franchise relationship. Under New York and Oklahoma law, Strong Pilates US, Inc. must provide this Disclosure Document to you at the earliest of the first personal meeting or 10 business days before signing any contract or making any payment relating to the franchise relationship. Under Iowa law, if applicable, Strong Pilates US, Inc. must provide this Disclosure Document to you at the earliest of the first personal meeting or 14 days before signing any contract or making any payment relating to the franchise relationship.

If Strong Pilates US, Inc. does not deliver this Disclosure Document on time, or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20590 or the appropriate state agency listed in Exhibit A.

Date of Issuance: April 24, 2026

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- G – List of Current Franchisees
- H – List of Former Franchisees
- I – Financial Statements
- J – Table of Contents to Brand Standards Manual
- K – State Effective Dates
- L – Receipts

**PROSPECTIVE FRANCHISEE:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**PROSPECTIVE FRANCHISEE:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_