

MARKED PAGES

FRANCHISE DISCLOSURE DOCUMENT



SP FRANCHISING LLC

a Delaware limited liability company
7000 S. Yosemite Street, Suite 100
Centennial, CO 80112
(844) 274-4784
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This disclosure document offers SpeedPro Studio franchises. A SpeedPro Studio sells premium, large format printing and related services, including removal, installation, consulting, site evaluation, graphic design, finishing production services and technology driven smart signage, interior and exterior digital displays to business clients.

The total investment necessary to begin operation of a SpeedPro Studio ranges from ~~\$246,216~~266,966 to \$493,221. This includes ~~\$24,750~~188,275 to ~~\$321,775~~319,275 that must be paid to the franchisor or an affiliate if you are developing a new SpeedPro Studio, and \$39,500 to \$309,275 that must be paid to the franchisor or an affiliate if you are converting an existing, independent print business into a SpeedPro Studio.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Paul Brewster or Lori Morris at 7000 S. Yosemite St., Suite 100, Centennial, Colorado 80112 and (844) 274-4784.

The terms of your contract will govern your franchise relationship. Do not 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 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.

ISSUANCE DATE: April 10, 2026

Name of Fee	Amount ²	Due Date	Remarks
Live Production Training Fee	\$2,500, plus travel expenses.	Upon demand.	You will be required to pay this fee, and, if necessary, the trainer's travel to your SpeedPro Studio if: 1) you purchase an existing SpeedPro Studio from a franchisee and we, instead of the seller, provide the required production training; or 2) if you convert an existing independent print business to a SpeedPro Studio and are not required to pay a Start-Up Fee.
Insurance Premium Charge ¹	The cost of insurance premium for our required insurance	As incurred.	We may require you to purchase the required insurance from our designated supplier. We may require you to pay the premiums directly to us or our designated supplier. See Note 5 for additional information regarding insurance requirements.
Insurance Admin Fee ¹	We may require you to obtain your required insurance from our designated suppliers. If we require this, and collect the premium on behalf of a designated supplier, we may charge you an Insurance Admin Fee. We do not currently charge this fee.	Annual.	This fee may change based on costs of the If we implement an arrangement whereby we administer an insurance program administration, and therefore decide to begin charging this fee, the amount of the fee will be based on each franchisee's pro rata share of the costs we incur in administering the program.
Additional and Advanced Training, Conferences, and Seminars	Costs for instructors, materials, training aids, and expenses	Prior to training or as incurred.	
Improvements, Updates, and Upgrades ¹	Cost of improvements, updates, and upgrades	Promptly upon notice from us.	See Note 6.
Modifications to Marks ¹	Varies.	As arranged.	See Note 7.

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Initial Franchise Fee ⁽¹⁾	\$24,750 <u>49,500</u>	\$49,500	Lump sum	When you sign the Franchise Agreement.	Us
Start-Up Fee ⁽¹⁾	\$128,775	\$259,775	Lump sum	Payable the earlier of 120 days after you sign your Franchise Agreement or when you sign the lease for the SpeedPro Studio.	Us
Initial Marketing Fee ⁽¹⁾	\$10,000	\$10,000	Lump sum	Payable when you pay the Start-Up Fee.	Us
Leasehold Improvements	\$3,500	\$35,000	As arranged	As negotiated with your landlord. Leasehold Improvements can be included in rent and amortized over the term of the lease; others choose to pay tenant improvements upfront.	Your landlord
Furniture & Fixtures ⁽²⁾	\$3,431	\$6,256	As Arranged	Before opening for business.	Various suppliers
Rent and Security Deposit ⁽³⁾	\$7,500	\$24,500	As arranged	When signing your lease.	Your landlord
Training Travel Expenses ⁽⁴⁾	\$4,260	\$6,390	As arranged	When incurred.	Various suppliers
Business Permits and Licenses ⁽⁵⁾	\$250	\$1,600	As arranged	Before opening for business.	Licensing authorities
Business Insurance Premiums ⁽⁶⁾	\$2,000	\$4,000	As arranged	Before opening for business and monthly thereafter.	Insurance company or our designated supplier
Utility Deposits ⁽⁷⁾	\$250	\$1,200	As arranged	When arranging for utilities.	Utility companies
Professional Fees ⁽⁸⁾	\$1,500	\$5,000	As arranged	Before opening for business.	Your attorneys, accountants, or other business advisors

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Additional Funds for the first six months ⁽⁹⁾	\$60,000	\$90,000			Employees, landlord, third party suppliers, attorneys, accountants, business advisors, and insurance companies
Total ⁽¹⁰⁾⁽¹¹⁾	\$246,216 <u>266,966</u> - \$493,221				

Notes:

1. The Initial Franchise Fee, the Start-Up Fee (plus applicable sales taxes) and the Initial Marketing Fee are non-refundable and uniformly imposed on franchisees purchasing a new SpeedPro Studio. Franchisees purchasing existing SpeedPro Studios or who already own one or more SpeedPro Studios may not be required to pay a Start-Up Fee if their equipment meets the specifications of the then-current Option A Start-Up Package. If you purchase additional SpeedPro Studios, the Initial Franchise Fee is \$24,750. If you are a qualified veteran or first responder, your Initial Franchise Fee will be \$39,500. If you convert an existing independent print business to a SpeedPro Studio, we reserve the right to charge you an Initial Franchise Fee that is based on the past gross sales of your studio and which may be less than the Initial Franchise Fee charged to franchisees opening a new SpeedPro Studio. If we determine that the financial records of your existing independent print business establish that the business' gross revenues during the twelve months prior to our review were greater than \$250,000, but less than \$500,000, your Initial Franchise Fee will be \$39,500; if we determine that the financial records of your existing independent print business establish that the business' gross revenues during the twelve months prior to our review were greater than \$500,000, but less than \$750,000, your Initial Franchise Fee will be \$34,500; and if we determine that the financial records of your existing independent print business establish that the business' gross revenues during the twelve months prior to our review were greater than \$750,000, your Initial Franchise Fee will be \$29,500. Otherwise, your Initial Franchise Fee will be \$49,500.
2. The figure shown is an estimate for office furniture, storage, fixtures and general business supplies
3. Our SpeedPro Studios typically occupy 2,000 to 3,500 square feet of commercial space. Rental costs vary greatly, and we recommend that you consult with a commercial realtor in your area before signing the Franchise Agreement. The low-end figure is an estimate of your first six months of rent, and assumes that your landlord does not require a security deposit and/or does not charge for the first few months of rent; the high-end figure is an estimate of your first six months of rent and assumes monthly rental costs of \$3,500, and a required security deposit equal to one month's rent. Your required security deposit or rent may be higher than these estimates.

authority to sign on your behalf all contracts and commercial documents and has to have the authority to provide information and direction to us as we may require.

You are obligated to continuously promote and enhance the SpeedPro Studio including performing sales and marketing activities. If your Control Person leaves your employment or is otherwise terminated, you must immediately hire and train a qualified replacement Control Person, or the Principal Owner must manage the day-to-day operations of the SpeedPro Studio. The SpeedPro Studio must at all times be under the direct supervision of a properly trained qualified Principal Owner or Control Person.

Your Principal Owner or Control Person must attend in person or virtually any annual meeting, convention or conference of franchisees and all meetings relating to new products or services, new operational procedures or programs, training, SpeedPro Studio management, sales or sales promotion, or similar topics, that we offer, at your own expense and as we specify.

All shareholders, officers, directors, partners, members, who have not signed the Personal Guaranty attached to the Franchise Agreement, the Control Person if the Control person has signed the Personal Guaranty and all managers and other employees having access to our proprietary information must execute non-disclosure agreements in a form we accept concurrently with the execution of the franchise agreement. Our current form is attached as **Exhibit E**. We recommend that you require your managers and supervisory personnel and other employees with access to our Confidential Information to execute confidentiality and, where necessary, non-compete agreements in a form that complies with federal and your state law.

Additionally, each of your Principal Owners (as the term is defined in the Franchise Agreement) must sign the form of undertaking and guarantee attached to the Franchise Agreement, pursuant to which they agree to be individually bound by certain obligations in the Franchise Agreement, including covenants concerning confidentiality and non-competition, and to personally guarantee your performance under the Franchise Agreement. [Spouses of owners who do not otherwise own an interest in the franchise are not required to sign the guarantee.](#)

ITEM 16 RESTRICTIONS ON WHAT FRANCHISEE MAY SELL

You may offer and sell only those products and services that we authorize for sale and those products and services not prohibited from sale by the terms of the lease of the premises upon which your SpeedPro Studio is located. We have the right to change the types of authorized products and services at any time. (See Item 8). There are no limitations on the clients to whom you may sell except that you may not solicit the business of active clients of another SpeedPro Studio in violation of our client anti-poaching policy (as set forth in the Operations Manual and described in Item 6 and as may be updated or changed from time to time).

In addition, your SpeedPro Studio may not be used for any purpose other than as authorized by your Franchise Agreement, or by us in writing. Generally, you will be required to sell all products and services that we authorize. However, some of the products and services offered at other SpeedPro Studios may vary slightly from those offered at your SpeedPro Studio, depending on factors like the market, the size of the SpeedPro Studio and market testing. These variations in authorized products and services are determined and established by us in our sole discretion.

Provision		Section of Agreement	Summary
q.	Non-competition covenants during the term of the franchise	10.D	No Subject to applicable state law, no direct or indirect involvement in the operation of any other printing and related services business other than the one authorized in the Franchise Agreement, <u>is permitted</u> .
r.	Non-competition covenants after the franchise is terminated or expires	10.D	No Subject to applicable state law, no direct or indirect involvement for two years in any printing and related services business if such business is located (i) at the premises of the former SpeedPro Studio, (ii) within a 50-mile radius of the former SpeedPro Studio, or (iii) within 50 miles of any other business or SpeedPro Studio using the System <u>is permitted</u> .
s.	Modification of the agreement	15.B	No modifications generally, but we have the right to change the Operations Manual and list of authorized trademarks.
t.	Integration/merger clause	15.B	Only the terms of the Franchise Agreement (including all attachments) are binding (subject to state law). Any representations or promises outside of the Franchise Disclosure Document (including its attachments) and other agreements may not be enforceable.
u.	Dispute resolution by arbitration or mediation	12	All disputes must be mediated in the county in which our headquarters are then located (currently, Arapahoe County, Colorado) or at such other place as mutually acceptable and paid for by the party raising the dispute (subject to state law). If mediation is unsuccessful, either party may proceed by filing a civil action.
v.	Choice of forum	15.I	Civil action must be commenced in United States District Court for the District of Colorado or Arapahoe County District Court, Colorado (subject to state law). See the state-specific addendum attached to this disclosure document as Exhibit H .
w.	Choice of law	15.H	Colorado law applies to all disputes under this Franchise Agreement (subject to applicable state law). See the state-specific addendum attached to this disclosure document as Exhibit H .

¹Termination on Bankruptcy

A provision in your Franchise Agreement that terminates the franchise on your bankruptcy may not be enforceable under federal bankruptcy law.

**ITEM 18
PUBLIC FIGURES**

We do not use any public figures to promote the franchise.

The franchise agreement requires application of the laws of Colorado. This provision may not be enforceable under California law.

If you collect any information from customers, it may contain personal information of individuals which is protected by law. You are responsible for complying with the California Consumer Privacy Act (as applicable), pertaining to the collection, protection, use, sale, disposal and maintenance of such personal information. Personal information includes information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, potential consumer, individual or household, as such term may be further defined or amended by the California Consumer Privacy Act. You may also be required to comply with opt-in requirements on your website.

Any provision of a franchise agreement, franchise disclosure document, acknowledgement, questionnaire, or other writing, including any exhibit thereto, Any provision of a franchise agreement, franchise disclosure document, 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.

"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 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."

15. **Nonsolicitation Agreements.** 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. **Questionnaires and Acknowledgments.** 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. **Prohibitions on Communicating with Regulators.** 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. **Advisory Regarding Franchise Brokers.** 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. **Surety Bond.** Based on our financial condition, the Washington Securities Division has required a financial assurance. In lieu of an impound of franchise fees, we have secured a surety bond in the amount of \$100,000. We will maintain surety bond coverage until (a) all Washington franchisees have (i) received all initial training that they are entitled to under the franchise agreement or offering circular, and (ii) are open for business; or (b) the Administrator issues written authorization to the contrary.~~

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Dated this _____ day of _____.

FRANCHISOR

SP FRANCHISING LLC

By: _____

Printed Name: _____

Title: _____

FRANCHISEE:

By: _____ *

Printed Name: _____

Title if an entity: _____

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 May 7, 2026
Hawaii	Not Registered
Illinois	Pending April 10, 2026
Indiana	Pending April 23, 2026
Maryland	Pending April 30, 2026
Michigan	Pending July 7, 2026
Minnesota	Pending
New York	Pending May 20, 2026
North Dakota	Not Registered
Rhode Island	Not Registered
South Dakota	Not Registered
Virginia	Pending May 26, 2026
Washington	Pending May 28, 2026
Wisconsin	Pending April 10, 2026

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.

RECEIPT

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

If we offer you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or our affiliate in connection with the proposed franchise sale. If applicable: Under Michigan law, we must provide this disclosure document to you at least 10 business days before you sign a binding agreement with, or make a payment to, us or our affiliate in connection with the proposed franchise sale; under Iowa and New York law, we must provide this disclosure document to you at the earlier of your first personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, us or our affiliate in connection with the proposed franchise sale.

If we do not deliver this Franchise 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. 20580 and the State Administrator listed in **Exhibit A**.

The name, principal business address and telephone number of each franchise seller offering the franchise (check as applicable):

<input type="checkbox"/> Paul Brewster	<input type="checkbox"/> Steve Ritley	<input type="checkbox"/> Dave Higgins	<input type="checkbox"/> _____
Principal business address and telephone number for each franchise seller identified above is: 7000 S. Yosemite Street, Suite 100, Centennial, CO 80112 (844) 274-4784			

Date of Issuance: April 10, 2026

See **Exhibit A** for our registered agents authorized to receive service of process.

I (the undersigned) received a Franchise Disclosure Document dated April 10, 2026 that included the following exhibits: (A) Directory of State Administrators and Agents for Service of Process; (B) Franchise Agreement (including appendices); (C) Financial Statements; (D) Confidential Operations Manual Table of Contents; (E) Confidentiality and Non-Competition Agreement; (F) General Release of Claims; (G) Franchisee List; (H) State Addenda; (I) Deposit Agreement ; (J) State Effective Dates; and (K) Receipt (2 copies).

Date	Signature	Printed Name
Date	Signature	Printed Name

Please date and sign this copy of the Receipt and return it to SP Franchising LLC, 7000 S. Yosemite St., Suite 100, Centennial, Colorado 80112.

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Date	Signature	Printed Name
Date	Signature	Printed Name

Please date and sign this copy of the Receipt and keep for your records.