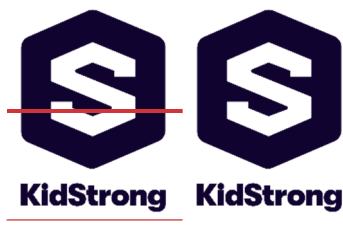


## FRANCHISE DISCLOSURE DOCUMENT

### KidStrong Franchising LLC

a Delaware limited liability company  
3801 Parkwood Boulevard, Suite 301  
Frisco, Texas 75034  
Phone: (214) 233-5052  
Email: [franchising@kidstrong.com](mailto:franchising@kidstrong.com)  
[www.kidstrong.com](http://www.kidstrong.com)



We license the right to operate **KIDSTRONG®** franchised centers (each, a “Center”), which offer “whole child” development programs focused on building stronger kids through innovative training, including in the areas of physical fitness, leadership, and confidence building.

The total investment necessary to begin operation of a standard **KIDSTRONG®** Center is \$476,400 to \$671,200. This includes initial fees ranging from \$202,500 to \$268,125 that must be paid to us or our affiliate. The total investment necessary to begin operation of a hybrid **KIDSTRONG®** Center is \$319,300 to \$436,650. This includes initial fees ranging from \$129,600 to \$167,125 that must be paid to us or our affiliate.

We offer qualified individuals the right to own and operate between 2 and 10 Centers in a designated development area by entering into an Area Development Agreement (“Development Agreement”). The total initial investment necessary to begin operating under the Development Agreement ranges from \$521,400 (for the development of 2 Centers) to \$1,076,200 (for the development of 10 Centers). This includes initial fees ranging from \$247,500 to \$268,125 (for the development of 2 Centers) and \$607,500 to \$673,125 (for the development of 10 Centers) that must be paid to us or our affiliate.

This FDD summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this FDD and all accompanying agreements carefully. You must receive this FDD at least 14 calendar-days before you sign a binding agreement with, or make any payment to, us 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 FDD in another format that is more convenient for you. To discuss the availability of disclosure in different formats, contact KidStrong HQ, Attention: Josh Patrick, 3801 Parkwood Boulevard, Suite 301, Frisco, Texas 75034, (214) 233-5052, [josh.patrick@kidstrong.com](mailto:josh.patrick@kidstrong.com).

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

Buying a franchise is a complex investment. The information in this FDD 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 FDD, 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](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.

Issuance Date: April 20, 2026

KidStrong FDD  
April 20, 2026  
Version 47

## Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration, and/or litigation only in the state in which franchisor's then-current headquarters are located (currently, Texas). Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It also may cost more to mediate, arbitrate, or litigate with the franchisor in franchisor's home state (currently, Texas) than in your own state.
2. **Financial Condition.** The Franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the franchisor's financial ability to provide services and support to you.
3. **Unopened Franchises.** The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.

**4. Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in the loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

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.

Provision	Section in Franchise Agreement	Summary
n. Our right of first refusal to acquire your business	12.7	You must notify us of any acceptable bona fide purchase offer no later than 5 days after receipt, and we have the right to acquire the same assets on the same terms. We have 30 days to exercise our right of first refusal, may substitute cash for any other form of consideration, and may make full payment at closing. If we do not exercise our right of first refusal and the terms of the offer materially change before the transfer or the transfer is not completed within 90 days of the initial notice to us, then we will have a renewed right of first refusal. All transfers to a third party are subject to the transfer provisions and restrictions of the Franchise Agreement.
o. Our option to purchase your business	16.2	On termination or expiration of your Franchise Agreement, we have the option, but not the obligation, to purchase any personal property used in operation of your Center by providing you written notice within 60 calendar days after termination or expiration and paying you the book value for such personal property within 60 calendar days of the notice. We may exclude from the personal property purchased any cash or its equivalent and any equipment, signs, inventory, materials and supplies that are not reasonably necessary (in function or quality) to the Center's operation or that we have not approved as meeting standards for the Center.
p. Your death or disability	13.1 to 13.5	Your heirs or estate must notify us if you or an owner of 50% or more of your entity dies or becomes incapacitated. We then have the option to terminate the Franchise Agreement or, if your heirs desire to operate the Center, to permit the transfer of the Franchised Agreement to those heirs. We have the option to appoint an interim General Manager at your expense to operate the Center until the Franchise Agreement is terminated or a transfer to your heirs is approved.
q. Non-competition covenants during the term of the franchise	11.1	You may not (a) own, maintain, engage in, be employed by, lend money to, extend credit to or have any interest in any Competing Business (as defined in the Franchise Agreement), other than any other <b>KIDSTRONG®</b> Center; or (b) divert or attempt to divert any business or customer or prospect of the Center to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks or the System, <u>subject to applicable state law.</u>

Provision	Section in Franchise Agreement	Summary
r. Non-competition covenants after the franchise is terminated or expires	11.2	For 2 years after the expiration and nonrenewal, transfer or termination of your Franchise Agreement, regardless of the cause, you may not: (1) own, operate, maintain, engage in, be employed by, or have any interest in any Competing Business at the Center's location, or within 25 miles from the Center, or within 25 miles of a then-existing <b>KIDSTRONG®</b> Center; or (2) solicit, service, or sell to, directly or indirectly, any Member who was a Member of the Center before the effective date of transfer, termination or expiration of your Franchise Agreement, as applicable; except that this covenant will not restrict you from engaging in general advertising or marketing to the extent not prohibited by your non-competition covenant-, <a href="#">subject to applicable state law.</a>
s. Modification of the Franchise Agreement	19.11	The Franchise Agreement may not be modified except by a written document signed by both parties.
t. Integration /merger clause	19.4	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations made outside of the FDD and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	17.1-17.4	Except for certain claims, all disputes must be mediated and if not resolved through mediation, arbitrated (subject to state law).
v. Choice of forum	17.5	Mediation and arbitration must be held in Collin County, Texas (subject to state law), or, if our corporate headquarters is no longer in Collin County, Texas, the county in which our corporate headquarters is then-located.
w. Choice of law	17.9	Texas law applies (subject to state law).

## **DEVELOPMENT AGREEMENT**

**This table lists important provisions of the Development Agreement. You should read these provisions in the Development Agreement attached to this FDD.**

Provision	Section in Development Agreement	Summary
a. Term of the franchise term	Section 5.1	Begins when the Development Agreement is signed and ends on the last Development Deadline of the Mandatory Development Schedule.
b. Renewal or extension of the term	Section 5.1	The Development Agreement is not subject to renewal.

Provision	Section in Development Agreement	Summary
n. Our right of first refusal to acquire your business	None	None
o. Our option to purchase your business	None	None
p. Your death or disability	None	No provision
q. Non-competition covenants during the term of the franchise	Section 7.1.1	You may not (a) own, maintain, engage in, be employed by, lend money to, extend credit to or have any interest in any Competing Business (as defined in the Development Agreement), other than any other <b>KIDSTRONG®</b> Center; or (b) divert or attempt to divert any business or customer or prospect of any <b>KIDSTRONG®</b> Center to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks or the System-, <u>subject to applicable state law.</u>
r. Non-competition covenants after the franchise is terminated or expires	Section 7.1.2	During the 2 years after expiration or termination of the Development Agreement, you and your owners, officers and agents will not directly or indirectly participate as an owner, director, partner, officer, franchisee, employee, consultant, advisor, salesperson, distributor, or agent or serve in any other capacity in any Competitive Business that is located: (a) anywhere in the Development Area; (b) within a 25 mile radius of the Development Area; or (c) within a 25 mile radius of any Center in operation, under lease, or under construction as of the date of termination or expiration, as applicable-, <u>subject to applicable state law.</u> During the 2 years after expiration or termination of the Development Agreement, you and your owners, officers and agents will not directly or indirectly participate as an owner, director, partner, officer, franchisee, employee, consultant, advisor, salesperson, distributor, or agent or serve in any other capacity in any franchise system that is offering or selling the right to develop, open or operate Competitive Businesses anywhere in the United States-, <u>subject to applicable state law.</u> The covenants not to compete are in addition to your agreement to not use any trade secrets, confidential information or personal contacts except as we authorize.
s. Modification of the agreement	Section 9.10	No modification except by written agreement signed by both parties.



## MARYLAND

Office of the Attorney General  
Securities Division  
200 St. Paul Place  
Baltimore, Maryland 21202-2020  
(410) 576-6360

## MINNESOTA

Minnesota Department of Commerce  
Securities Section  
85 7<sup>th</sup> Place, Suite 280  
St. Paul, Minnesota 55101  
(651)-539-1638

## NORTH DAKOTA

North Dakota Insurance and Securities  
Department  
600 East Boulevard Avenue, Dept. 401  
State Capitol -- 5<sup>th</sup> Floor  
Bismarck, North Dakota -58505-~~0510~~  
(701) 328-~~4712~~2910

## RHODE ISLAND

Director of Business Regulations  
State of Rhode Island  
John O. Pastore Complex  
1511 Pontiac Avenue, Building 69-1  
Cranston, RI 02910  
(401) 462-9500

## VIRGINIA

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

## MICHIGAN

Michigan Department of Attorney General  
Consumer Protection Division  
Attn: Franchise Section  
G. Mennen Williams Building, 1<sup>st</sup> Floor  
525 W. Ottawa Street  
Lansing, Michigan 48909  
(517) 373-7117

## NEW YORK

NYS Department of Law  
Investor Protection Bureau  
28 Liberty Street, 21st Floor  
New York, New York 10005  
(212) 416-8236

## OREGON

Department of Consumer and Business  
Services  
Division of Financial Regulation  
350 Winter Street NE, Suite 410  
Salem, Oregon 97301  
(503) 378-4140

## SOUTH DAKOTA

Division of Insurance  
Securities Regulation  
124 S. Euclid, Suite 104  
Pierre, South Dakota 57501  
(605) 773-3563

## WASHINGTON

Securities Division  
Department of Financial Institutions  
P. O. Box 41200  
Olympia, Washington 98501-9033  
(360) 902-8760

MARYLAND

Maryland Securities Commissioner  
at the Office of Attorney General-  
Securities Division  
200 St. Paul Place  
Baltimore, Maryland 21202-2021  
(410) 576-6360

MINNESOTA

Commissioner of Commerce  
Department of Commerce  
85 7th Place East, Suite 280  
St. Paul, Minnesota 55101  
(651) 539-1600

NORTH DAKOTA

~~Securities~~North Dakota Insurance  
Commissioner  
North Dakota Insurance and Securities  
Department  
600 East Boulevard Avenue, ~~Suite 414~~Dept.  
401  
Bismarck, North Dakota 58505  
(701) 328-~~4712~~22910

RHODE ISLAND

Director of Business Regulations  
State of Rhode Island  
John O. Pastore Complex  
1511 Pontiac Avenue, Building 69-1  
Cranston, RI 02910  
(401) 462-9500

VIRGINIA

Clerk, State Corporation Commission  
1300 East Main Street  
First Floor  
Richmond, Virginia 23219  
(804) 371-9733

MICHIGAN

Michigan Department of Attorney General  
Consumer Protection Division  
Attn: Franchise Section  
G. Mennen Williams Building, 1<sup>st</sup> Floor  
525 W. Ottawa Street  
Lansing, Michigan 48909  
(517) 373-7117

NEW YORK

Attention: New York Secretary of State  
New York Department of State  
One Commerce Plaza,  
99 Washington Avenue, 6th Floor  
Albany, New York 12231-0001  
(518) 473-2492

OREGON

Department of Consumer and Business  
Services  
Division of Financial Regulation  
350 Winter Street NE, Suite 410  
Salem, Oregon 97301  
(503) 378-4140

SOUTH DAKOTA

Division of Insurance  
Securities Regulation  
124 S. Euclid, Suite 104  
Pierre, South Dakota 57501  
(605) 773-3563

WASHINGTON

Director Department of Financial Institutions  
Securities Division  
150 Israel Road SW  
Tumwater, Washington 98501  
(360) 902-8760

**REQUIRED ADDENDUM FOR THE STATE OF MINNESOTA  
ADDENDUM TO THE FDD**

**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.**

Minnesota Statute 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchiser 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 FDD or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statute 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, the franchiser will comply with Minnesota Statute 80C.14 Subd. 3-5, which 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 and
- that consent to the transfer of the franchise will not be unreasonably withheld.

Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statute 80C.12 Subd. 1(G). The franchiser 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 Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rule 2860.4400(J) also, a court will determine if a bond is required.

The Limitations of Claims section must comply with Minnesota Statute 80C.17 Subd. 5.

## NORTH DAKOTA ADDENDUM TO FRANCHISE AGREEMENT

This Addendum to the KidStrong Franchise Agreement dated \_\_\_\_\_ (“Franchise Agreement”) between KidStrong Franchising LLC (“we,” “us,” or “our”) and \_\_\_\_\_ (“you,” or “your”) is entered into simultaneously with the execution of the Franchise Agreement.

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the Franchise Agreement, for franchises offered and sold in the State of North Dakota or to North Dakota residents, is amended to include the following:

- ~~1. The following sentence is added to the end of Sections 2.2(i) (Offer of Successor Franchise Agreement) and 12.2(i) (Minimum Conditions of Transfer):~~

~~A contractual requirement that you sign a general release will not apply to claims you may have under the North Dakota Franchise Investment Law.~~

- ~~2. The following sentence is added to the end of Section 11.2 (Restrictive Covenants After the Term):~~

~~Covenants not to compete such as those in the Franchise Agreement are generally considered unenforceable in the State of North Dakota.~~

- ~~3. The following sentence is added to the end of Section 17.5 (Selection of Venue):~~

~~The Franchise Agreement requires that you consent to the jurisdiction of a court in Texas. This provision may not be enforceable under North Dakota Law because North Dakota Law precludes you from consenting to jurisdiction of any court outside of North Dakota.~~

- ~~4. The following sentence is added to the end of Section 17.9 (Governing Law):~~

~~The provisions of the Franchise Agreement on governing law will not be a waiver of any right conferred on you by the North Dakota Franchise Investment Law.~~

- ~~5. The following sentence is added to the end of Section 17.14 (Waiver of Jury Trial):~~

~~The Franchise Agreement requires you to waive your right to a jury trial. This provision may not be enforceable under North Dakota law.~~

- ~~6. The following sentence is added to the end of Section 17.13 (Waiver of Damages):~~

~~The Franchise Agreement requires you to waive your right to collect exemplary or punitive damages. This provision may not be enforceable under North Dakota law.~~

- ~~7. The following sentence is added to the end of Section 15.10 (Liquidated Damages):~~

~~The Franchise Agreement contains provisions that may be interpreted as liquidated damages clauses. Under the North Dakota Franchise Investment Law, certain liquidated damages clauses are unenforceable.~~

~~8. The following sentence is added to the end of Section 17.11 (Limitation of Action):~~

~~1. Notwithstanding, the statute of limitations under North Dakota Law will apply.~~

~~9.2. 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.~~

~~10. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.~~

~~11. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect. for any reason.~~

**KIDSTRONG FRANCHISING LLC**

**FRANCHISEE**

By: \_\_\_\_\_

Name: Matt Sharp

Title: CEO

Date Signed: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**REQUIRED ADDENDUM FOR THE COMMONWEALTH OF VIRGINIA  
ADDENDUM TO THE FDD**

The following statement is added to Item 5 of the FDD:

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

The following statements are added to Item 17.hf.

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 grounds for default or termination stated in the Franchise Agreement or Development 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 Franchise Agreement or Development 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 provision may not be enforceable.

The following statement is added to Item 17.w. of the FDD as of July 1, 2026:

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.

The following statement is added to Item 17.x. of the FDD as of July 1, 2026:

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.

~~5 of the FDD:~~

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

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in

**VIRGINIA ADDENDUM TO THE FRANCHISE AGREEMENT**

This Addendum to the KidStrong Franchise Agreement dated \_\_\_\_\_ (the "Franchise Agreement") between KidStrong Franchising LLC ("we" or "us") and \_\_\_\_\_ ("you," or "your") is entered into simultaneously with the execution of the Franchise Agreement.

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

2. 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.

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Agreement.

4. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

**KIDSTRONG FRANCHISING LLC**

**FRANCHISEE**

By: \_\_\_\_\_  
Name: Matt Sharp  
Title: CEO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## **WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT, AREA DEVELOPMENT AGREEMENT, AND RELATED AGREEMENTS**

This Addendum to the KidStrong Franchise/Area Development Agreement dated \_\_\_\_\_ (the "Agreement") between KidStrong Franchising LLC ("we" or "us") and \_\_\_\_\_ ("you," or "your") is entered into simultaneously with the execution of the 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. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.
2. **Franchisee Bill of Rights.** 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. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of 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. **General Release.** 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. **Statute of Limitations and Waiver of Jury Trial.** 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.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.
8. **Certain Buy-Back Provisions.** 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. **Fair and Reasonable Pricing.** 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. **Waiver of Exemplary & Punitive Damages.** 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. **Franchisor's Business Judgement.** 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. **Indemnification.** 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. **Attorneys' Fees.** 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. **Noncompetition Covenants.** 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. **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. The following paragraph is added to Item 5 and 17 of the FDD:

~~In Washington, the Washington Department of Financial Institutions has required us to defer collection and impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisor has fulfilled its pre-opening obligations to the franchisee has (a) received all pre-opening and the franchisee initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business. Also, the deferral of the Because franchisor has material pre-opening obligations with respect to each franchised business Franchisee opens under the Area Development Fee is pro-rated, such that the franchisee will pay the Agreement, payment of the franchise fee will be released proportionally with respect to each franchise outlet opened and until franchisor the Fee upon has met all its pre-opening of each unit franchise obligations under the Development Agreement. and Franchisee is open for business with respect to each such location.~~

20. Item 17(d) of the FDD for the Franchise Agreement and for the Development Agreement are amended to include the following:
 

Franchisees in Washington may terminate the Franchise Agreement under any grounds permitted by law.
21. Sections 1.6.1 and 1.6.2 of the Franchise Agreement are deleted in their entirety.

**GENERAL RELEASE**

In consideration for the consent of KidStrong Franchising LLC (the "Franchisor"), to the assignment by \_\_\_\_\_ ("Franchisee") of its interest in that certain franchise agreement entered into between Franchisor and Franchisee dated \_\_\_\_\_ (the "Franchise Agreement"), Franchisee, guarantors, Franchisee's owners, Franchisee's principals and all persons and entities claiming by, through or under any such person or entity, remises, releases, acquits, and forever discharges Franchisor, its affiliates, parents, subsidiaries, principals, officers, members, directors and employees and agents, and their respective successors, assigns, heirs and personal representatives, from any and all debts, covenants, claims, demands, contracts, promises, agreements, judgments, costs, liabilities, attorneys' fees, actions, and causes of action whatsoever, of every kind and nature, whether known or unknown, which they, by themselves, on behalf of, or in conjunction with any other person, persons, partnership or corporation, have, had or claim to have against the Franchisor Releasees arising out of or in any way related to, the offer, sale, and/or operation of the Center, the parties' rights or obligations under the Franchise Agreement and Guarantee, including, without limitation, claims arising under federal, state and local laws, rules and ordinances, whether in law or in equity. Franchisee acknowledges that this Release is intended to release all claims held by any person against the parties to be released, arising out of any of the matters to be released.

**California Release-Waiver Under Section 1542.** Franchisee waives all rights he or she may have under section 1542 of the California Civil Code. Section 1542 provides as follows:

*A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.*

Being fully informed of this provision of the Civil Code, Franchisee waives any rights under that section, and acknowledges that this Agreement extends to all Claims Franchisee has or might have against Franchisor, whether known or unknown.

Washington Release The general release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

This Release has been entered into and agreed to as of \_\_\_\_\_

**FRANCHISEE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
  
Date Signed: \_\_\_\_\_

## STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, 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	<del>Pending</del> <u>June 5, 2026</u>
Hawaii	Pending
Illinois	<del>Pending</del> <u>April 22, 2026</u>
Indiana	<del>Pending</del> <u>April 28, 2026</u>
Maryland	Pending
Michigan	<del>Pending</del> <u>April 28, 2026</u>
Minnesota	Pending
New York	<del>Pending</del> <u>June 5, 2026</u>
North Dakota	<del>Pending</del> <u>April 22, 2026</u>
Rhode Island	<del>Pending</del> <u>April 29, 2026</u>
South Dakota	January 16, 2026
Virginia	<del>Pending</del> <u>May 15, 2026</u>
Washington	Pending
Wisconsin	<del>Pending</del> <u>April 22, 2026</u>

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.

## KIDSTRONG FRANCHISING LLC RECEIPT (FRANCHISEE'S COPY)

This disclosure document summarizes certain provisions of the franchise agreement, area development agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If KidStrong Franchising LLC offers you a franchise, it must provide this disclosure document to you: (a) 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; (b) in New York, at the earlier of: (i) your first personal meeting to discuss the franchise, or (ii) 10 business days before you sign a binding agreement with, or make payment to, us or an affiliate in connection with the proposed franchise sale; (c) in Iowa, at the earlier of: (i) your first personal meeting to discuss the franchise; or (ii) 14 days before you sign a binding agreement with, or make payment to, us or an affiliate in connection with the proposed franchise sale; or (d) in Michigan, at least 10 business days before the earlier of when you sign a binding franchise or other agreement or pay any consideration to us (or an affiliate of ours).

If the Company does not deliver this disclosure document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state administrator identified in Exhibit H to this FDD.

The Issuance Date of this FDD is April 20, 2026

A list of franchisor's agents registered to receive service of process is also included in Exhibit H to this FDD.

I received a Disclosure Document dated April 20, 2026 that included the following exhibits:

- Exhibit A: Franchise Agreement
- Exhibit B: Area Development Agreement
- Exhibit C: Financial Statements
- Exhibit D: Current Franchisee Location Information
- Exhibit E: Former Franchisee Location Information
- Exhibit F: Pre-Closing Questionnaire
- Exhibit G: Manual Table Of Contents
- Exhibit H: State Agencies And Registered Agents
- Exhibit I: State Specific Addenda
- Exhibit J: Sample Release
- Exhibit K: State Effective Dates
- Exhibit L: Receipts

A list of the names, principal business addresses, and telephone numbers of each franchise seller offering this franchise is as follows: Matt Sharp, Joshua Patrick, ~~Faith Flaherty~~ AJ Schuler, and ~~Melissa Rounsava~~ Kenzie Kirkpatrick, all with a principal business address at 3801 Parkwood Boulevard, Suite 301, Frisco, Texas 75034, (214) 233-5052.

Date: \_\_\_\_\_

Prospective Franchisee:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Individually and on behalf of the following entity:

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

## KIDSTRONG FRANCHISING LLC RECEIPT (FRANCHISOR'S COPY)

This disclosure document summarizes certain provisions of the franchise agreement, area development agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If KidStrong Franchising LLC offers you a franchise, it must provide this disclosure document to you: (a) 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; (b) in New York, at the earlier of: (i) your first personal meeting to discuss the franchise, or (ii) 10 business days before you sign a binding agreement with, or make payment to, us or an affiliate in connection with the proposed franchise sale; (c) in Iowa, at the earlier of: (i) your first personal meeting to discuss the franchise; or (ii) 14 days before you sign a binding agreement with, or make payment to, us or an affiliate in connection with the proposed franchise sale; or (d) in Michigan, at least 10 business days before the earlier of when you sign a binding franchise or other agreement or pay any consideration to us (or an affiliate of ours).

If the Company does not deliver this disclosure document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state administrator identified in Exhibit H to this FDD.

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Date: \_\_\_\_\_

Prospective Franchisee:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Individually and on behalf of the following entity:

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_