FRANCHISE DISCLOSURE DOCUMENT

ATHLETES ACCELERATION

Principal Business Address: P.O. Box 132, New Castle, KY 40050

Telephone: (317) 386-7459

Email: info@athletesaccel.com

Website: AthletesAccel.com

The franchise offered is for the operation of an Athletes Acceleration® sports performance training facility providing athletic development, training, coaching, camps, clinics, and related services using our proprietary system and services authorized by the franchisor (the "System").

The total investment necessary to begin operation of an Athletes Acceleration franchise is described in **Item 7** of this Disclosure Document. The initial franchise fee is described in **Item 5**.

This Disclosure Document summarizes certain provisions of your franchise agreement and other information in plain English. You should read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least fourteen (14) calendar days before you sign any binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. No government agency has verified the information contained in this document.

You may request this Disclosure Document in a different, reasonably accessible format. We will provide the FDD in searchable electronic form (for example, PDF) upon request. To discuss the availability of disclosures in different formats, please contact the Athletes Acceleration Administration Department at: P.O. Box 132, New Castle, KY 40050. You may acknowledge receipt electronically via a secure e-signature platform.

The terms of your contract will govern your franchise relationship. Do not rely on the Disclosure Document alone to understand your contract. Read your contract carefully before you sign. You are encouraged to show your contract and this Disclosure Document to an advisor, like a lawyer or accountant.

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, including "A Consumer's Guide to Buying a Franchise," is available from the Federal Trade Commission (FTC) at www.ftc.gov. There may also be franchise laws in your state; contact your state agencies for details.

Issuance Date: April 2, 2026

STATE COVER PAGE

The franchise relationship is governed by federal law and, in certain states, by state franchise laws. Various states may require registration, filing, or exemption before offering or selling a franchise.

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

CALL THE STATE FRANCHISE ADMINISTRATOR FOR INFORMATION ABOUT THE FRANCHISOR OR ABOUT FRANCHISING IN YOUR STATE.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

This Disclosure Document is not an offer to sell a franchise in any state unless the franchise has been registered or exempted, if required, and the offer is made in compliance with applicable law.

RISK FACTORS

Investment in an Athletes Acceleration franchise involves risk. You should carefully consider the following risk factors, as well as all other information contained in this Disclosure Document, before deciding to purchase a franchise.

- The Franchise Agreement requires that most disputes be resolved exclusively in state or federal courts located in Jefferson County, Kentucky, and it contains a waiver of jury trial provision. This may require you to litigate claims in Kentucky and may limit your ability to bring a claim in your home state.

- The Franchise Agreement states that Kentucky law governs the agreement, which may not provide the same protections and benefits as local law. You may want to compare these laws.

- We do not guarantee that you will succeed in operating an Athletes Acceleration franchise. Your success will depend on many factors, including your abilities, effort, local market conditions, and competition.

- The Athletes Acceleration® trademarks are owned by a third-party entity and are licensed to Franchisor. Your right to use the trademarks is granted through a sublicense under the Franchise Agreement. If Franchisor were to lose its rights under the trademark license, your franchise rights could be affected.

• This is a start-up franchisor/development-stage franchisor. New franchise systems such as this entail a higher risk of failure than established systems.

• You will be granted a Protected Territory containing approximately 75,000 people, as determined by Franchisor. However, Franchisor does not guarantee that your Protected Territory will contain sufficient customers or that you will achieve any particular level of sales or profitability.

• You must operate your franchise in accordance with Franchisor's System, standards, and Operations Manual, which may change over time. Changes to the System may require additional investments or operational adjustments.

• You will be required to pay a recurring Technology Fee (currently anticipated to be $599.00 per month), which may increase over time. Failure to pay this fee may result in default under your Franchise Agreement.

• The Franchise Agreement restricts your ability to sell or transfer your franchise and limits your ability to terminate the agreement. You may lose your franchise if you fail to comply with the agreement.

• There may be other risks concerning this franchise. You should consult with an attorney, accountant, or other advisor before making any investment decision.

- We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

Effective Date: See the next page for state effective dates (if any).

STATE EFFECTIVE DATES

The following states require registration or filing before offering or selling franchises. Enter the effective dates after approval/filing:

California (Registration): __________________

Hawaii (Registration): __________________

Illinois (Registration): __________________

Indiana (Registration): __________________

Maryland (Registration): __________________

Michigan (Notice Filing): __________________

Minnesota (Registration): __________________

New York (Registration): __________________

North Dakota (Registration): __________________

Rhode Island (Registration): __________________

South Dakota (Registration): __________________

Virginia (Registration): __________________

Washington (Registration): __________________

Wisconsin (Registration): __________________

Connecticut (Filing/Exemption): __________________

Florida (Filing/Exemption): __________________

Kentucky (Filing/Exemption): __________________

Nebraska (Filing): __________________

North Carolina (Filing – verify current requirements): __________________

South Carolina (Filing/Exemption): __________________

Texas (Filing/Exemption): __________________

Utah (Filing/Exemption): __________________

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EXHIBITS

ITEM 1: THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

In this Disclosure Document, "we," "us," and "our" mean GWDS Holdings, LLC, a Kentucky limited liability company, doing business as Athletes Acceleration (the "Franchisor"). "You" or "Franchisee" means the individual or legal entity that buys the franchise. If you are a corporation, LLC, or partnership, "you" or "Franchisee" includes your owners.

Legal Name and Formation. GWDS Holdings, LLC is a Kentucky limited liability company formed on April 15, 2025. Our principal business address is P.O. Box 132, New Castle, KY 40050.

Business of the Franchisor. We offer franchises to operate Athletes Acceleration training centers ("Centers") that provide athletic performance training, speed and agility coaching, related classes and camps, and the sale of approved branded merchandise and ancillary or related services using our proprietary system (the "System"). We may open and operate company-owned Centers.

Trademark Ownership and Licensing Structure. The Athletes Acceleration® trademarks and related intellectual property are owned by a third-party entity, Athletes Acceleration, LLC (the "Trademark Owner"). The Trademark Owner has granted Franchisor a license to use and sublicense the Athletes Acceleration® trademarks in connection with the franchise system. Franchisees receive the right to use the trademarks through a sublicense granted under the Franchise Agreement. If Franchisor were to lose its rights under the trademark license, your rights to use the trademarks could be affected.

Parents and Affiliates. Franchisor does not have a parent company. Affiliates of Franchisor may include entities under common ownership or control that provide services, technology, branding, consulting, or other support to the Athletes Acceleration franchise system. Any required payments to affiliates are disclosed in this Franchise Disclosure Document.

Predecessors and Affiliates. Franchisor has no predecessors that have offered or sold franchises under the Athletes Acceleration name. Certain members, managers, or principals of Franchisor have prior experience in the fitness, sports performance, and athletic training industries, including involvement in prior business ventures. Those prior activities are not predecessors of Franchisor and do not involve the transfer of franchise obligations or liabilities to Franchisor.

General Market and Competition. Athletic performance training is a competitive market, with competition from independent gyms, sports performance centers, school and club programs, and trainers. Sales are not materially seasonal, though enrollment may vary by sport season and school calendars.

Applicable Laws. You must comply with federal, state, and local laws and regulations applicable to your Center, which may include employment, data privacy, consumer protection, accessibility, health and safety, and advertising laws.

Athletes Acceleration coaches and trainers do not need licensing by the state they work in, but each business is subject to state and federal regulations regarding employees.

ITEM 2: BUSINESS EXPERIENCE

Graham Wilkerson – Chief Executive Officer

Graham Wilkerson is the founder of Genesis Sports Performance in Indianapolis, where he operates three sports performance facilities. Graham also owns Proforce Sports Performance in Cincinnati. Over the past decade, he's built a seven-figure sports performance business from the ground up, leading a team of 19 employees and impacting thousands of athletes along the way.

Beyond building Genesis and Proforce, Graham helps other sports performance gym owners scale their businesses and create the freedom they deserve. Through his licensing program, he mentors owners step-by-step, helping them implement the exact marketing, sales, and operational systems that power his own gyms.

Graham is also the founder of Athlete Lead Engine, a full-service marketing agency built exclusively for sports performance businesses, providing advertising that brings in more athletes.

Doug Spurling – President/Chief Operating Officer

Doug Spurling is a seasoned entrepreneur with over a decade of experience in the fitness and business coaching industries. He is the founder of Spurling Fitness, a successful personal training brand specializing in adults over 50, with multiple locations in Maine and a proven track record of operational excellence and profitability. In addition to growing Spurling Fitness, Doug co-founded Wealthy Gym Owners, a business coaching platform that helps gym owners scale their operations and build long-term wealth. With expertise in operations, marketing, real estate development, and business strategy, Doug brings a comprehensive, growth-focused approach to building sustainable fitness businesses.

Pat Rigsby – Partner/Chief Marketing Officer

Pat Rigsby is a veteran entrepreneur and consultant who has co-founded more than 35 businesses in the fitness and sports performance industry, including multiple nationally recognized franchises. He served as President of Fitness Revolution, ranked the #1 franchise in its category by Entrepreneur magazine, and co-founded Athletic Revolution, twice named the #1 Youth Fitness & Sports Performance Training Franchise. Another company he built, Fitness Consulting Group, earned multiple spots on the Inc. 5000 list of the fastest-growing companies in the U.S.

A published author and frequent industry speaker, his work has been featured in Entrepreneur, Men's Health, USA Today, and at leading events such as the Perform Better Summit and IDEA World.

We do not use franchise brokers unless disclosed in Item 2. If we use brokers, they represent us and are compensated by us.

ITEM 3: LITIGATION

No actions are pending against Franchisor or its principals that are required to be disclosed under federal franchise regulations.

Neither Franchisor nor any of its principals has been convicted of, or pleaded nolo contendere to, any felony or civil violation involving franchise, antitrust, securities, fraud, or deceptive practices laws.

ITEM 4: BANKRUPTCY

No bankruptcy information is required to be disclosed in this Disclosure Document. If a bankruptcy arises that must be disclosed, we will amend this Item accordingly before offering or selling franchises in affected jurisdictions.

ITEM 5: INITIAL FEES

You must pay the following fees to us or our affiliates in connection with the opening and operation of your Athletes Acceleration franchise.

Except as expressly stated in the Franchise Agreement, all initial fees are non-refundable.

Initial Franchise Fee:

You must pay an initial franchise fee of $5,000 if you are one of the first twenty (20) franchisees to sign a Franchise Agreement (referred to as the “Founders Club”). After the first twenty (20) franchise agreements have been executed, the initial franchise fee will increase to $20,000. This fee is uniform, non-refundable, and is due in full on the date you sign the Franchise Agreement.

The Franchisor may, at its discretion, offer financing for up to 50% of the initial franchise fee for non-brokered transactions. Any financed portion will be subject to 10% annual interest, payable in equal monthly installments over a term of up to 24 months.

Please refer to the applicable State Addenda for any additional requirements that may apply based on your state of residence or operation.

The initial franchise fee is uniform for all new franchisees, is not refundable, and is fully earned upon payment. We do not offer financing for the initial franchise fee except as disclosed in Item 10.

Training Fees:

Initial training for you and up to two (2) designated trainees is included in the initial franchise fee. You are responsible for all travel, lodging, meals, wages, and related expenses associated with attending training.

We may charge reasonable fees for additional or remedial training.

Technology Setup Fees:

We may charge a one-time technology setup or onboarding fee in the amount disclosed in Item 6 to cover initial configuration of required technology platforms.

Other Initial Fees:

You may be required to pay other initial fees, including site review fees, transfer fees, or other administrative fees, as disclosed in Item 6.

ITEM 6: OTHER FEES

You must pay the following ongoing or occasional fees to us or our affiliates, or to third parties. All fees are non-refundable unless otherwise stated:

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	Conversions: 3% of Gross Sales (Months 1–6); 4% (Months 7–12); 6% (Month 13+) New Facilities: 6% of Gross Sales	Monthly	Calculated on the prior month's Gross Sales. Paid to Franchisor. "Gross Sales" is defined in the Franchise Agreement.
Brand Fund Contribution	1% of Gross Sales	Monthly, with Royalty Fee	Used for national, regional, and digital marketing campaigns and brand development. May not be spent directly in your territory.
Local Marketing Spend	Minimum $1,000/month	Ongoing	You must spend the minimum amount monthly on approved local advertising or promotions. In-kind contributions may be permitted with our approval.
Technology Fee	$599/month	Monthly	Covers access to CRM, branded app, and other required technology.
Training Fee (Additional/Remedial)	$250 per day plus expenses	As incurred	Charged for additional or remedial training beyond the initial program.
Transfer Fee	$2,500	Upon transfer request	Covers our review and administrative costs related to franchise transfer.
Renewal Fee	$1,000	Upon renewal	Charged to enter into a new franchise agreement at the time of renewal.

Audit / Underreporting Fee	Cost of audit, plus interest (if understatement ≥2%)	As incurred	Payable if underreporting exceeds 2% of Gross Sales. Includes audit costs and penalties.
Late Fees / Interest	18% per annum or maximum lawful rate under Kentucky law	As incurred	Charged on any past due amounts and returned payments.
Insurance	Varies	Before opening and ongoing	You must maintain insurance coverage as specified in the Franchise Agreement.
Grand Opening Marketing	$5,000 (Conversions); $10,000 (New Facilities)	Before and after opening	Required spend for initial marketing campaign. You must conduct and document the campaign to our satisfaction.

We and our affiliates may receive rebates, volume allowances, administrative fees, or other consideration from suppliers based on your purchases, and we may retain them. We will not be obligated to credit or pay any portion to you unless required by applicable law or stated in the Franchise Agreement.

ITEM 7: ESTIMATED INITIAL INVESTMENT

The chart below presents your estimated initial investment to open one Center. Review these figures with a business advisor. Your costs may vary significantly based on market conditions and your choices.

Expense	**Low Estimate**	**High Estimate**	**Method of Payment**	**When Due**	**To Whom Payment is Made**
Initial Franchise Fee	$5,000 Founder's Club	$20,000 Standard	Lump Sum or Financed	Upon signing Franchise Agreement	Franchisor
Leasehold Improvements	$0	$25,000	As Incurred	As Incurred	Contractors/Landlord

Furniture, Fixtures, Equipment	$0	$60,000	As Incurred	Before Opening	Vendors
Technology Setup, Onboarding Fee	$500		As Incurred	Before Opening	Franchisor
Initial Inventory and Supplies	$500	$3,000	As Incurred	Before Opening	Vendors
Signage	$1,000	$10,000	As Incurred	Before Opening	Sign Vendors
Computer Systems & Tech Setup	$500	$3,000	As Incurred	Before Opening	Technology Providers
Initial Training Travel Expenses	$1,000	$5,000	As Incurred	Before or During Training	Airlines, Hotels, etc.
Professional Fees (Legal/Accounting)	$1,000	$5,000	As Incurred	As Incurred	Attorneys, Accountants
Licenses and Permits	$500	$2,000	As Incurred	Before Opening	Local Government
Insurance (3 months)	$500	$4,500	As Incurred	Before Opening	Insurance Providers
Grand Opening Advertising	$5,000	$12,000	Lump Sum or As Incurred	Before and Post-Opening	Advertising Vendors
Additional Funds (3 months)	$6,000	$30,000	As Incurred	First 3 Months	Employees, Vendors, Operating Costs

Total Estimated Investment	**$21,000**	**$152,000**

Additional Disclosures

- None of the fees in this chart are refundable unless otherwise stated.
- The estimates above do not include financing costs, interest, or unforeseen construction delays.
- You must also pay ongoing fees described in Items 5 and 6, including royalties, Brand Fund contributions, local marketing spend, and the Technology Fee.
- We do not guarantee that these estimates will cover all costs necessary to begin operation.
- Actual costs will vary based on location, size of facility, market conditions, and your management decisions.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Overview; Specifications and Standards. We issue written specifications, standards, and approved-vendor requirements for products, supplies, equipment, build-out elements, technology systems, and services used in operating the Franchised Business (collectively, "Specified Items"). We may revise these specifications and standards periodically to maintain quality, brand consistency, safety, data security, and interoperability across the system. You must comply with our then-current specifications and use only Approved Suppliers for Specified Items that we designate as "must purchase from designated/approved sources."

Proprietary and Franchisor-Supplied Items. At this time, we do not offer proprietary products. We may from time to time negotiate volume contracts and supply certain Specified Items directly to you. When we supply items directly, we currently charge our cost plus fifteen percent (15%), plus shipping and handling. We may update this pricing method on written notice and, if changed, will sell such items at our then-current prices (which may include a markup). You are responsible for all freight, shipping, taxes, and related charges.

Required Technology Systems; Data Access and Compliance. You must obtain and maintain the technology systems we specify, which may include a cloud-based point-of-sale and client-management platform; scheduling and payments; website and hosting; marketing automation (email/SMS); analytics; and security/endpoint tools. We and our service providers will have access to operational, transactional, and customer data generated by required systems for support, quality control, billing, analytics, and system management. You must comply with all applicable privacy, cybersecurity, communications, and data-protection laws (for example, state privacy laws and CAN-SPAM/TCPA) and with our data-security standards. You must provide any legally required consumer notices and obtain consents where required.

Approved Suppliers; Alternatives; Testing and Revocation. For Specified Items subject to "approved source" requirements, you may purchase from any Approved Supplier or propose an alternative supplier. To request approval, submit a written request with sufficient information for us to evaluate the supplier's reliability, pricing, quality, service, insurance, compliance with our standards, willingness to provide required warranties, and (for technology) interoperability, security, and data-access requirements. We may test or evaluate products or services at your expense. We will notify you of approval or disapproval within thirty (30) days after receiving complete information (or within a reasonable additional time if testing is required). We may condition approval on the supplier's agreement to: (a) meet our quality and service levels; (b) allow inspections or audits; (c) maintain insurance; (d) provide recall/withdrawal support; and (e) for technology, satisfy integration, uptime, security, and data-sharing standards.

We may revoke approval if a supplier fails to maintain required standards, ceases to meet business terms, or if continued use would adversely affect the system. Except in exigent circumstances (e.g., safety/security risks), we will provide written notice and a reasonable transition period to switch suppliers.

Supplier Payments; Rebates; Purchasing Benefits. We and our affiliates may receive payments, rebates, consideration, administrative fees, volume allowances, marketing funds, or other benefits from suppliers and service providers based on your purchases or the system's aggregate purchases. We may negotiate volume terms for the system. Unless required by applicable law or expressly stated in your Franchise Agreement, we and our affiliates may retain any such consideration and are not obligated to credit or pay any portion to you. We may, from time to time, pass through negotiated price reductions or other benefits in our discretion.

Categories of Specified Items (Subject to Change). Current categories include: facility build-out elements; signage; flooring and turf; equipment; branded apparel and retail merchandise; marketing materials; point-of-sale and scheduling software; website/domain and hosting; email/SMS platforms; payment processing and gateway services; cybersecurity and endpoint tools; and data-backup solutions. We may add, delete, or modify categories over time. We will give you reasonable advance notice of material changes that require you to incur meaningful expense, taking into account implementation lead times and availability.

Payment Processing. You must use only payment processors and gateways we designate or approve, comply with their contractual terms, and maintain PCI-DSS compliant practices. You are responsible for processor fees, chargebacks, refunds, penalties, and compliance with card-brand rules.

No Written Criteria Previously Maintained; Current Approach. Historically, we did not maintain a separate, public set of written supplier-approval criteria. We now evaluate suppliers under the criteria described above and may publish additional process details in the Operations Manual or a vendor policy. Availability of criteria does not limit our discretion to consider brand, safety, technology, or system needs.

Cooperatives; Supply Agreements. We do not currently sponsor a purchasing or distribution cooperative. We may establish supply programs or national accounts in the future and require participation if doing so is reasonably necessary to achieve uniform quality, brand protection, cost efficiencies, or technology interoperability.

Effect of Non-Compliance. Purchasing Specified Items from non-approved sources, or failing to maintain required technology systems or data-security measures, is a material default under your Franchise Agreement and may result in remedies, including the requirement to cure, audits, suspension of services, or termination as provided in your Franchise Agreement.

Local Law; Substitutions. If any law restricts use of a Specified Item in your jurisdiction, you must promptly notify us. We will work with you to identify a compliant substitute that meets our standards. Use of any substitute is subject to our prior written approval.

ITEM 9: FRANCHISEE’S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement and other agreements. It will help you find more detailed information in other Items or sections of the agreements.

Obligation	**Section in FDD**
Site Selection	Item 11; Franchise Agreement Article II; Article VI
Protected Territory	Item 12; Franchise Agreement Article II
Purchase or Lease of Equipment/Supplies	Item 7-8; Franchise Agreement Article V
Initial and Ongoing Training	Item 11; Franchise Agreement Article VI
Opening of the Business	Item 11; Franchise Agreement Article V
Fees	Items 5–6; Franchise Agreement Article III
Compliance with System Standards and Technology	Items 8 & 11; Franchise Agreement Articles III & V
Trademarks and Proprietary Marks	Item 13; Franchise Agreement Articles II, V, & IX
Restrictions on Goods/Services	Item 16
Warranties (if any)	Not applicable (none provided)
Development obligations (if any)	Item 12 (if applicable); Franchise Agreement Article II

Remodeling requirements	Franchise Agreement Article V
Insurance requirements	Item 6-8; Franchise Agreement Article V
Advertising and marketing	Item 11; Franchise Agreement Articles III & V
Indemnification	Franchise Agreement Article X
Participation in management	Item 15; Franchise Agreement Article V
Recordkeeping and reporting	Item 6; Franchise Agreement Article V
Inspections and audits	Items 6 & 11; Franchise Agreement Articles III & V
Transfer	Item 17; Franchise Agreement Article VII
Renewal	Item 17; Franchise Agreement Articles 3 & 4
Post-termination obligations	Item 17; Franchise Agreement Articles VIII & IX
Non-competition covenants	Item 17; Franchise Agreement Article IX
Dispute resolution	Item 17; Franchise Agreement Article XI
Personal guaranty	Item 2; Exhibit D

ITEM 10: FINANCING

We may offer you financing for up to 50% of the initial franchise fee if you meet our qualifications and are not referred by a broker. We do not offer any other direct or indirect financing. The following table summarizes the financial arrangement we may offer you.

- Source of Financing — Us
- Amount Financed — Up to 50% of initial fee
- Down Payment — 50%
- Term (number of years) — 2 years
- Rate of Interest plus finance charge — 10% APR
- Monthly Payment — Varies depending on amount financed

● Prepayment Penalty	None
● Security Required	Security interest in franchise and any equipment
● Guarantee	Personal guarantee from owners
● Liability upon Default	Termination of franchise; you must pay entire amount due and our attorney's fees and court costs in collecting debt
● Loss of Legal Rights Upon Default	None

ITEM 11: FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Scope. We will provide you with certain pre-opening assistance, training, and ongoing support, as described below. We may modify our assistance and support programs from time to time. Please understand, except as described below (and in the Franchise Agreement), we are not obligated to provide assistance. We may provide additional services from time to time in our discretion.

Pre-Opening Assistance. Before you open the Franchised Business, we will:

1. **Territory**. Designate your Territory (see Franchise Agreement, Article II and Exhibit 1).

2. **Site Selection & Approval**. Provide site selection criteria and approve or disapprove your proposed site. We do not currently own or lease sites for sublease. You are responsible for selecting a site within your Territory. We will approve or disapprove a complete site package within 30 days of receipt. If you do not secure an approved site within one hundred twenty (120) days after signing the Franchise Agreement, we may terminate the Franchise Agreement; the initial franchise fee is non-refundable (see Franchise Agreement, Articles II & VI).

   Approval factors may include: Territory size and demographics; market potential; visibility and access; co-tenants; attractiveness and condition of the center/building; parking; zoning and permitting; proximity to competitors; expected overhead; lease economics; and traffic patterns.

3. **Plans & Build-Out**. Review final plans and specifications for build-out, design, signage, FF&E, and equipment, and provide comments or approvals. We may identify designated/approved suppliers. We do not deliver or install items (see Franchise Agreement, §6.4).

4. **Brand Standards & Manual**. Provide brand standards and access to our confidential Operations Manual (the "Manual"), which we may provide electronically through our franchisee portal.

5. **Marketing Guidance**. Provide pre-opening marketing guidance, including grand opening checklist and timing.

6. **Initial Training**. Provide an initial training program for up to two (2) attendees (see Training below).

Time to Open

We estimate four (4) to six (6) months from signing to opening, subject to site availability, permitting, construction schedules, delivery/installation lead times, financing, and your timely completion of all requirements.

Operations Manual

We will provide (and may update) the Manual to reflect current system standards, operating procedures, HR guidance, service protocols, and marketing/technology standards. The Operations Manual is confidential and proprietary and may be updated from time to time. You must comply with the Operations Manual as amended. We may issue bulletins or updates via the portal. Changes will not materially alter your rights and obligations under the Franchise Agreement.

Post-Opening Assistance

After opening, we may:

1. Provide field support and remote support we consider advisable to address operating questions (see Franchise Agreement, Articles V & VI).

2. Provide periodic system communications, webinars, and updates.

3. Conduct evaluations, audits, and mystery shops to assess compliance and brand quality.

4. Provide performance reviews and dashboards or KPI guidance (if available).

Advertising & Brand Fund

Local Marketing. You must conduct local marketing and spend at least the minimum monthly local spend we specify (see Item 6 and Franchise Agreement § 5.9). You must keep records and provide proof of spend upon request.

Brand Fund. You must contribute to our system advertising/Brand Fund at the rate in Item 6. We may use Brand Fund contributions for national, regional, and digital marketing; brand campaigns; creative production; websites and landing pages; SEO/SEM; social media and content; public relations; influencer programs; agency fees; research; sponsorships; and administrative costs reasonably related to system marketing. We are not required to spend in your Territory or in proportion to contributions from any geographic area. We do not use Brand Fund monies to solicit franchise sales.

Governance & Accounting. We maintain Brand Fund receipts and disbursements separately from our general funds (not as a trust). We will prepare an annual statement of receipts and expenditures upon written request. We may modify Brand Fund policies from time to time and may establish or dissolve advisory groups in our discretion. [We may increase the Brand Fund rate by up to one percent (1%) in any twelve (12) month period upon ninety (90) days' notice.]

Cooperatives. We do not require participation in a local or regional advertising cooperative at this time. We may create or approve cooperatives in the future and, if established in your area, may require participation on reasonable terms.

Ad Approvals; Suggested Pricing. You may develop local advertising at your expense. You must submit materials for approval. We will approve or disapprove within ten (10) business days after receipt of complete materials; if we do not respond within that time, the submission is deemed approved. Any prices we publish are suggested only; you set your prices unless otherwise required by law or by a limited-time promotional program.

Technology Systems

Required Systems. You must obtain and maintain hardware, software, internet access, payment processing, and other technology we specify, which may include:

- Cloud-based point-of-sale and client management/scheduling platform(s);
- Payment processing and gateway services (PCI-DSS compliant);
- Website/domain and hosting;
- Marketing automation (email/SMS) and CRM;
- Analytics/dashboards;
- Cybersecurity and endpoint protection;
- Backup and data-retention tools.

Minimum Standards. You must maintain current/supported operating systems; broadband internet; secure Wi-Fi; current antivirus/endpoint security; secure backups; and timely installation of updates/patches. You must use only designated or approved processors and integrations.

Data Access & Privacy. We and our service providers will have access to operational, transactional, and customer data from required systems for support, quality control, billing, analytics, benchmarking, and system management. You must comply with applicable privacy, cybersecurity, communications, and data-protection laws (e.g., state privacy laws; CAN-SPAM/TCPA where applicable) and our data-security and retention standards. You must provide any required consumer notices and obtain consents where required.

Technology Fee. You will be required to pay a monthly Technology Fee (currently anticipated to be $599 per month) for access to these systems, as described in your Franchise Agreement and Item 6.

Franchisor may modify required platforms and adjust the Technology Fee from time to time upon reasonable notice..

Costs & Changes. You are responsible for all technology costs, subscription fees, implementation, maintenance, and upgrades. We may modify technology requirements over time, taking into account availability, interoperability, security, and cost. We will give reasonable advance notice of material changes that require meaningful expense and will specify implementation timelines.

Branding / Conversion (if applicable). If you are converting an existing business, we may require implementation of our trade dress, brand standards, and signage according to our specifications. We may, in limited cases, approve a transition plan (e.g., phased signage or co-branding) for up to six (6) to twelve (12) months to allow an orderly conversion, subject to our written approval.

Training

Initial Training. We provide an initial training program for up to two (2) attendees (typically the owner and a key staff member) at an approved training location or virtually, at our discretion. The program covers essential areas including business operations, brand standards, coaching and safety protocols, customer experience, sales and local marketing strategies, and use of technology systems such as CRM and branded apps.

Training must be completed prior to your location opening, and is scheduled at times we determine. Tuition for up to two attendees is included in your initial franchise fee. You are responsible for all related expenses, including travel, lodging, meals, and any employee wages or incidental costs.

Additional and Remedial Training. We may require you or your staff to attend additional or remedial training in cases such as onboarding new owners or managers, failure to meet system standards, or implementation of new programs. Tuition for such training is $250 per day, plus all related travel and lodging expenses.

On-Site Assistance. At your request and subject to our availability, we may provide on-site operational or marketing support. Fees for on-site assistance are $1,000 per day, plus travel, lodging, and related expenses.

Annual Meeting / Continuing Education. We may hold an annual conference or training event to share system updates, new initiatives, and best practices. If held, you and your manager are required to attend at least one such event each year. You are responsible for all costs associated with attending, including registration fees, travel, and lodging.

Instructional Methods and Materials. Training may include a combination of classroom instruction, hands-on demonstrations, role-playing, virtual sessions, and online modules. We may update the training format and content from time to time. We may also require proctored assessments or certifications for certain key roles (e.g., head coach, center manager).

No Guarantee. We do not guarantee that our training or assistance will ensure your success. You are solely responsible for operating your franchised business and for all business decisions.

ITEM 12: TERRITORY

General: You will be granted a Protected Territory in connection with your Athletes Acceleration franchise. Your Protected Territory will consist of a geographic area containing approximately seventy-five thousand (75,000) people, as determined by Franchisor using its then-current third-party census or demographic software. The boundaries of your Protected Territory will be designated by Franchisor and described in your Franchise Agreement or an addendum.

During the Term of your Franchise Agreement, we will not establish or license another Athletes Acceleration franchised business operating from a fixed physical location within your Protected Territory.

Reservations and Limitations: Notwithstanding the grant of a Protected Territory, we and our affiliates reserve all rights to operate or license Athletes Acceleration businesses outside your Protected Territory; sell products and services through alternative channels (including e-commerce, mobile apps, events, and corporate accounts); operate or license Centers outside your Territory; market the brand generally (including into your Territory via digital channels); sell products or services under the Athletes Acceleration brand through alternative channels of distribution, including online platforms, institutional or organizational accounts, schools, clubs, leagues, camps, clinics, or other non-traditional locations; operate company-owned businesses or license affiliates to do so, as permitted under your Franchise Agreement; and modify the System, products, services, or methods of distribution from time to time.

No Market Performance Guarantee: We do not guarantee that your Protected Territory will contain a minimum number of potential customers or that you will achieve any particular level of sales, profitability, or success.

Relocation: Any relocation of your Franchised Business must be approved by us in writing. If you relocate, we may redefine your Protected Territory in accordance with our then-current standards.

Competition: You may face competition from other Athletes Acceleration franchisees operating outside your Protected Territory; company-owned or affiliate-operated Athletes Acceleration businesses; businesses offering similar or competitive services under different brands; and/or alternative training, fitness, or athletic performance programs.

We do not guarantee that you will be the only provider of similar services in any geographic area.

You may sell only within your Territory, except for passive sales (e.g., via your website) as permitted by our standards. We may modify Territory practices in response to market conditions and system growth, but we will not change your Territory once designated, except as allowed in the Franchise Agreement.

ITEM 13: TRADEMARKS

You must operate your franchise under the trademarks, service marks, logos, and other commercial symbols we authorize (collectively, the "Marks"). The primary Marks currently include "Athletes Acceleration" and related logos and design elements. We may authorize you to use additional trademarks, service marks, logos, slogans, and trade dress in connection with the operation of your franchised business. We may modify, update, or discontinue the Marks and brand standards from time to time as part of the evolution of the System.

The Marks are owned by a third-party entity, Athletes Acceleration, LLC (the "Trademark Owner"). The Trademark Owner has granted us a license to use and sublicense the Marks in connection with the Athletes Acceleration franchise system. Your right to use the Marks is granted through a sublicense under your Franchise Agreement. You do not acquire any ownership interest in the Marks. All goodwill associated with your use of the Marks will inure solely to the benefit of the Trademark Owner and us.

If we lose the right to sublicense the Marks from the Trademark Owner, or if the Trademark Owner's rights in the Marks are materially impaired, your rights to use the Marks may be affected. In such event, we may modify the System, substitute alternative marks, or take other actions as permitted under your Franchise Agreement.

The principal Marks are the subject of trademark applications or registrations in the United States. We do not represent that the Marks are registered in all jurisdictions or that they are free from challenge. We will take reasonable steps to protect the Marks, but we do not guarantee that the Marks will be enforceable in all circumstances or that third parties will not challenge our or the Trademark Owner's rights.

If you are converting an existing business to an Athletes Acceleration Franchise, we may permit you, subject to our prior written approval, to operate as a co-branded location, using your existing brand name alongside the Athletes Acceleration Marks. Co-branding is subject to compliance with our brand guidelines and must be visually subordinate to the Athletes Acceleration brand. Alternatively, you may elect to operate as a fully branded Athletes Acceleration Franchise, using only our Marks.

All uses of the Marks, including any co-branded signage, marketing, and digital assets, must conform to our then-current standards and be approved by us in advance.

You must use the Marks only as authorized in your Franchise Agreement and the Operations Manual. You may not use the Marks outside the scope of your franchised business, use the Marks after termination or expiration of your Franchise Agreement, alter the Marks or use them in a manner not approved by us, or register or attempt to register the Marks or any confusingly similar marks.

We are not currently aware of any pending litigation or administrative proceedings involving the Marks that would materially affect your use of the Marks.

ITEM 14: PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We may own copyrights in proprietary training programs, manuals, and digital content. You receive a limited license to use proprietary materials solely for operating the Center. You must maintain the confidentiality of our proprietary information, including the Operations Manual, recipes/programming, vendor terms, software credentials, and system data.

Data and Privacy. You must comply with applicable data protection and privacy laws (for example, if applicable, California Consumer Privacy Act/CPRA, state privacy laws, CAN-SPAM, TCPA, and data breach notification laws). You must implement required data security controls and notify us promptly of any data incident affecting system data.

ITEM 15: OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

We recommend that at least one owner devotes full-time efforts to the business. You must employ a qualified, trained manager on-site during operating hours. All owners and managers must complete our training. During the term and for the period stated in the Franchise Agreement, certain owners and key personnel may be subject to non-competition and non-solicitation covenants (subject to applicable law). We will not enforce any non-compete or no-poach provision where prohibited by law.

ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell only those services and products we authorize. You may not offer unauthorized services, classes, or products without our prior written approval. We may update the authorized menu of services and products periodically.

ITEM 17: RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

This Item summarizes certain provisions of the Franchise Agreement. You should refer to the Franchise Agreement itself for complete terms and conditions.

Term of Franchise

The initial term of the Franchise Agreement is five (5) years from the date your Franchised Business opens for business.

Renewal

Provided you are in full compliance with the Franchise Agreement and all related agreements at the time of renewal, you may renew the Franchise Agreement for one additional five (5)-year term, subject to Franchisor's renewal requirements. These requirements include, without limitation: (i) providing timely written notice of your intent to renew, (ii) curing all defaults and satisfying all outstanding obligations, (iii) executing Franchisor's then-current form of franchise agreement and related documents (which may differ materially from your original agreement), (iv) complying with Franchisor's then-current standards for facilities, equipment, technology, and operations, and (v) paying any required renewal fee.

Renewal is not automatic, and Franchisor does not guarantee that you will be entitled to renew.

Termination by You

You may terminate the Franchise Agreement only if Franchisor materially breaches the agreement and fails to cure the breach within the applicable cure period after receiving your written notice.

Termination by Us

We may terminate the Franchise Agreement if you default and fail to cure the default within the applicable cure period after receiving written notice.

We may also terminate the Franchise Agreement immediately upon written notice, without an opportunity to cure, for certain serious defaults, including abandonment of the Franchised Business, unauthorized use of the Marks, insolvency or bankruptcy, criminal misconduct, unauthorized transfers or changes of control, or conduct that materially harms the System or the Marks.

Effect of Termination or Expiration

Upon termination or expiration of the Franchise Agreement, you must immediately cease using the Marks and System, comply with all de-identification requirements, pay all amounts owed, and comply with post-termination obligations, including confidentiality and non-competition covenants.

Transfer by You; Change of Control

You may not sell, assign, or otherwise transfer the Franchise Agreement or any ownership interest in the franchise without Franchisor's prior written consent and satisfaction of Franchisor's transfer conditions, including payment of a two thousand five-hundred-dollar ($2,500.00) transfer fee and execution of applicable agreements. We reserve the right of first refusal on proposed transfers.

Any change in ownership or control of the franchisee is treated as a transfer requiring Franchisor's prior written approval.

Post-Termination Non-Competition

Following termination or expiration of the Franchise Agreement, you must not engage in a competing business for two (2) years within twenty-five (25) miles of the Franchised Business or any other Athletes Acceleration location you operated.

Dispute Resolution; Governing Law; Jury Trial Waiver

Most disputes arising out of or relating to the Franchise Agreement must be resolved exclusively in state or federal courts located in Jefferson County, Kentucky, as provided in the Franchise Agreement. The Franchise Agreement is governed by the laws of the Commonwealth of Kentucky and contains a waiver of jury trial provision.

Franchisor may seek injunctive relief to protect the Marks, confidential information, and System.

Important Notes

You may be required to litigate disputes in Kentucky, even if you operate your franchise in another state. You will be required to sign Franchisor's then-current form of franchise agreement upon renewal, which may differ materially from your original agreement. You may lose your franchise if you fail to comply with the Franchise Agreement.

ITEM 18: PUBLIC FIGURES

We do not use public figures to promote the franchise or system whose compensation requires disclosure in this Item.

ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS

We do not make any financial performance representations about a franchisee's future performance. We also do not authorize our employees or representatives to make any such representations either orally or in writing. Any claim or representation about potential or actual sales, earnings, or profits that is not included in this Item 19 may be an unlawful earnings claim. Report any improper claims to us and to appropriate state agencies.

Written substantiation for any financial performance representation we choose to include in the future will be made available to you upon reasonable request.

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

As of the Issuance Date, we had [0] company-owned outlets, [0] franchised outlets, and [0] outlets in development. We will update this Item annually to reflect openings, transfers, closures, and projected openings for the next fiscal year.

[Insert five-year table format required by the FTC Rule to show Systemwide outlets, openings, closures, transfers, projected new outlets, and total outlets.]

ITEM 21: FINANCIAL STATEMENTS

We will include our audited financial statements prepared in accordance with U.S. GAAP for the most recent fiscal years as required by the FTC Rule. If we qualify as a new franchisor under the FTC Rule, we may provide an unaudited opening balance sheet for our initial FDD, subject to any stricter state requirements. Our financial statements are attached as Exhibit B.

If our financial statements are consolidated with an affiliate, we will explain the basis of consolidation.

ITEM 22: CONTRACTS

The following agreements are attached as exhibits to this Franchise Disclosure Document:

- Franchise Agreement
- Personal Guaranty
- Confidentiality and Non-Competition Agreement
- Site Selection Criteria
- Territory Description (Exhibit 1)
- Lease Addendum or Assignment (if applicable)
- Technology Agreement (if separate)
- Brand Fund Policies
- Acknowledgment of Receipt (Item 23)

You should read all agreements carefully. Do not rely on this Disclosure Document alone to understand your contractual obligations.

ITEM 23: RECEIPTS

You must sign and date the receipt to acknowledge that you received this Franchise Disclosure Document. You may keep the Disclosure Document and all attachments.

You must return the signed receipts to Franchisor by email or other electronic means approved by Franchisor.

RECEIPT

I received the Franchise Disclosure Document issued on ______________ _________, ______, which includes the exhibits listed in Item 22, from GWDS Holdings, LLC.

Prospect Name: ____________________________ Email: ____________________________

Prospect Signature: ________________________ Date of Receipt: ____________________

Franchisor Representative: __________________ Title: _____________________________

RECEIPT (Second Copy)

I received the Franchise Disclosure Document issued on ______________ _________, ______, which includes the exhibits listed in Item 22, from GWDS Holdings, LLC.

Prospect Name: _____________________________ Email: _____________________________

Prospect Signature: _________________________ Date of Receipt: _____________________

Franchisor Representative: ___________________ Title: ______________________________

EXHIBIT A

Protected Territory Description

EXHIBIT A
PROTECTED TERRITORY DESCRIPTION

This Exhibit A is attached to and made part of the Franchise Agreement ("Agreement") between GWDS Holdings, LLC d/b/a Athletes Acceleration ("Franchisor") and ___________________________ ("Franchisee").

Capitalized terms not defined in this Exhibit shall have the meanings set forth in the Agreement.

1. PROTECTED TERRITORY GRANT

1.1. Pursuant to Section 2.3 of the Agreement, Franchisee is granted a Protected Territory consisting of a geographic area containing approximately seventy-five thousand (75,000) people.

1.2. The scope of protection afforded by the Protected Territory is limited to the restrictions set forth in Section 2.3 of the Agreement and does not include any rights beyond those expressly stated therein.

1.3. The Protected Territory is population-based and not radius-based.

1.4. The boundaries of the Protected Territory are determined by Franchisor in its reasonable discretion using Franchisor's then-current third-party census and demographic mapping software.

2. DETERMINATION OF BOUNDARIES

2.1. The Protected Territory:

2.1.1. Is defined by census tracts, block groups, ZIP codes, or other demographic mapping units;

2.1.2. Is calculated to include approximately 75,000 residents as of the date of designation;

2.1.3. May not be uniform in geographic size due to population density variations; and

2.1.4. Is based on data obtained from reputable third-party demographic sources relied upon in the ordinary course of business.

2.2. Franchisor does not warrant the accuracy of third-party demographic data.

2.3. A variance of up to ten percent (10%) above or below the target population shall be deemed consistent with the intended population-based territory and shall not constitute a breach.

3. MAP DESCRIPTION

3.1. The boundaries of the Protected Territory are depicted on the map attached hereto as:

3.1.1. **Attachment A-1 – Protected Territory Map**

3.1.1.1. The map is illustrative and based on the demographic software output at the time of designation.

3.1.1.2. Franchisor's demographic mapping records, maintained in the ordinary course of business, shall control in the event of any discrepancy between a written description and the map.

4. NATURE AND SCOPE OF PROTECTION

4.1. The Protected Territory provides only the limited protection expressly described in Section 2.3 of the Agreement.
4.2. Except as expressly provided in the Agreement:
  4.2.1. No exclusivity is granted;
  4.2.2. No minimum market potential is guaranteed;
  4.2.3. No representation is made regarding customer counts, market demand, or profitability; and
  4.2.4. Franchisor reserves the right to market, sell, and provide products and services through any alternative channels of distribution, including online platforms, digital training programs, institutional partnerships, national accounts, and event-based programming, whether within or outside the Protected Territory.
4.3. Franchisor reserves all rights not expressly granted.

5. ADJUSTMENTS AND RELOCATION

5.1. If Franchisee relocates the Franchised Business with Franchisor's prior written approval, Franchisor may redefine the Protected Territory consistent with Franchisor's then-current standards and demographic methodology.
5.2. Franchisor may also adjust boundary descriptions to:
  5.2.1. Correct mapping errors;
  5.2.2. Reflect updated census or demographic information; or
  5.2.3. Comply with applicable law.

5.3. No adjustment shall materially reduce the Protected Territory below the intended population target at the time of designation, except as required by law or with Franchisee's written consent.

6. NO PROPERTY RIGHT

6.1. The Protected Territory:
  6.1.1. Is contractual in nature;
  6.1.2. Does not create a property interest;
  6.1.3. Does not convey ownership rights in geographic boundaries; and
  6.1.4. Terminates automatically upon expiration or termination of the Agreement.

7. COMPLIANCE WITH LAW

7.1. If any provision of this Exhibit conflicts with applicable state franchise law, such provision shall be modified only to the extent required to comply with such law, and the remaining provisions shall remain in full force and effect.
7.2. Nothing in this Exhibit is intended to waive any rights that cannot be waived under applicable federal or state franchise law.

EXHIBIT B

Financials

7201 Lockport Pl STE A, Springfield, VA 22150
info@capitalchartercpa.com
www.capitalchartercpa.com
+1 650 453-8244

GWDS LLC

Financial Statements

DECEMBER 31, 2025

Capital Charter CPA
7201 Lockport Pl STE A, Springfield, VA 22150
info@capitalchartercpa.com
www.capitalchartercpa.com
+1 650 453-8244

GWDS LLC
Financial Statements
DECEMBER 31, 2025

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7201 Lockport Pl STE A, Springfield, VA 22150
info@capitalchartercpa.com
www.capitalchartercpa.com
+1 650 453-8244

Independent Accountant's Compilation Report

To the Members of
GWDS LLC

Management is responsible for the accompanying financial statements of GWDS LLC, which include the balance sheet as of December 31, 2025, the related profit and loss, and the accompanying notes, prepared in accordance with accounting principles generally accepted in the United States of America (GAAP).

I performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) No. 21. I did not audit or review the financial statements and do not express an opinion, a conclusion, or any form of assurance on them.

These financial statements were prepared solely for inclusion in Item 21 of the Franchise Disclosure Document.

Capital Charter CPA
Zan Rizvi, CPA
Springfield, Virginia
December 31, 2025

Capital Charter CPA

7201 Lockport Pl STE A, Springfield, VA 22150
info@capitalchartercpa.com
www.capitalchartercpa.com
+1 650 453-8244

GWDS LLC

Trial Balance as of December 31, 2025
Pre-adjustment

Account Name	Debit ($)	Credit ($)
Cash – Checking	5,100	
Owner's Distribution (to be reclassified)		5,100
Total	5,100	5,100

Capital Charter CPA
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Balance Sheet

GWDS LLC

As of December 31, 2025

DISTRIBUTION ACCOUNT	TOTAL
Assets	
Current Assets	
Bank Accounts	
Checking - 3250	5,100.00
Total for Bank Accounts	**$5,100.00**
Total for Current Assets	**$5,100.00**
Total for Assets	**$5,100.00**
Liabilities and Equity	
Liabilities	
Total for Liabilities	
Equity	
Owner's Distribution	5,100.00
Retained Earnings	
Net Income	
Total for Equity	**$5,100.00**
Total for Liabilities and Equity	**$5,100.00**

7201 Lockport Pl STE A, Springfield, VA 22150
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Profit and Loss

GWDS LLC

January-December, 2025

DISTRIBUTION ACCOUNT	TOTAL
Income	
Gross Profit	
Expenses	
Net Operating Income	
Net Other Income	
Net Income	

EXHIBIT C

Franchise Agreement

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UNIT FRANCHISE AGREEMENT
ATHLETES ACCELERATION®

This Franchise Agreement (“Agreement”) is entered into as of _____________, 20___ (the “Effective Date”), by and between GWDS Holdings, LLC, a Kentucky limited liability company, doing business as “Athletes Acceleration” (“Franchisor”), and __________________________ (“Franchisee”). Franchisor and Franchisee may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

Through the expenditure of time, skill, effort, and money, GWDS Holdings, LLC, a Kentucky limited liability company, doing business as “Athletes Acceleration” (“Franchisor”), has developed and will supervise a proprietary system for operating sports performance training facilities, including operating methods, standards, specifications, training programs, marketing concepts, and proprietary business information (collectively, the “System”), as described in this Agreement and in Franchisor’s then-current training and operations materials, manuals, brand standards, and policies, as amended from time to time (“Operations Manual”).

The trademarks, service marks, logos, trade dress, and related brand identifiers for ATHLETES ACCELERATION® (collectively, the “Marks”) are owned by Athletes Acceleration, LLC (“Licensor”) and are licensed to Franchisor pursuant to a separate trademark license agreement. Under this Agreement, Franchisee will receive a limited, revocable sublicense to use the Marks solely in connection with the operation of an authorized Athletes Acceleration franchised business and strictly in accordance with the System, the Operations Manual, and this Agreement. Franchisee acknowledges that all goodwill arising from Franchisee’s use of the Marks will inure exclusively to the benefit of Licensor and/or the Marks’ owner.

Franchisee desires to be granted a franchise to operate one or more Athletes Acceleration businesses (each, a “Franchised Business”) at a specific location (or locations) selected by Franchisee and approved in writing by Franchisor, and to use the System and the Marks in accordance with this Agreement.

Franchisor is willing to grant Franchisee the franchise and the associated rights described in this Agreement, subject to Franchisee’s full compliance with this Agreement, the System, and the Operations Manual, for the term and upon the conditions set forth herein.

Franchisee (and each Principal, if applicable) acknowledges that, in administering the franchise system and applying uniform standards, Franchisor must consider the needs of the Athletes Acceleration system as a whole and the importance of protecting the System and the Marks for the benefit of all system participants.

ARTICLE I: DEFINITIONS

1.1 **ABANDONED**: The closure of the business for a period of five (5) consecutive days without Franchisor’s prior written consent. A repeated pattern of closures of the business for periods of less than five (5) consecutive days may result in the business being deemed Abandoned if in the judgment of Franchisor such closure adversely impacts the Franchised Business. The business shall not be deemed Abandoned if the closure is due to natural disasters or other matters beyond the control of Franchisee (other than Franchisee's inability to make money), provided that Franchisee gives notice of any such closure to Franchisor within ten (10) days after the initial occurrence of the event resulting in such closure and Franchisee acknowledges in writing that such closure is due to one of the foregoing causes and that Franchisee shall reestablish the Franchised Business and be fully operational within sixty (60) days after the initial occurrence of the event resulting in such closure or such longer period as Franchisor may permit.

1.2 **AFFILIATE**: Any Person that directly or indirectly controls, is controlled by, or is under common control with another Person. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through ownership of voting securities, by contract, or otherwise.

1.3 **AGREEMENT**: This Franchise Agreement, including all exhibits, schedules, addenda, and amendments executed by the Parties.

1.4 **ANNIVERSARY YEAR**: The term "Anniversary Year" shall mean the twelve (12) month period between the Effective Date and the first anniversary thereof and between each succeeding anniversary.

1.5 **APPROVED LOCATION**: The specific site approved in writing by Franchisor for the operation of a Franchised Business.

1.6 **ATHLETES ACCELERATION**: The proprietary franchise system for sports performance training facilities operated under the ATHLETES ACCELERATION® brand and System.

1.7 **BRAND STANDARDS**: Franchisor's then-current brand identity standards, specifications, and guidelines governing the appearance, presentation, and use of the Marks, as set forth in the Operations Manual and related materials, as amended from time to time.

1.8 **BUSINESS DAY**: Any day other than a Saturday, Sunday, or legal holiday observed in the Commonwealth of Kentucky.

1.9 **DEVELOPMENT RIGHTS**: Any contractual rights granted by Franchisor to Franchisee to develop more than one Franchised Business pursuant to a written development agreement, schedule, addendum, or similar instrument.

1.10 **EFFECTIVE DATE**: The date this Agreement is executed by the last signing Party.

1.11 **FRANCHISED BUSINESS**: An Athletes Acceleration sports performance training facility operated pursuant to this Agreement and the System at an Approved Location.

1.12 **FRANCHISEE**: The individual or entity identified on the signature page of this Agreement that is granted the franchise rights described herein, together with its permitted successors and assigns.

1.13 **FRANCHISOR**: GWDS Holdings, LLC, a Kentucky limited liability company, doing business as Athletes Acceleration, together with its successors and permitted assigns.

1.14 **GROSS SALES**: All revenue derived from or related to the operation of the Franchised Business, whether collected by Franchisee or on Franchisee's behalf, without deduction, including but not limited to training fees, membership fees, camps, clinics, retail sales, online sales attributable to the Franchised Business, and any other products or services authorized by Franchisor, excluding only bona fide sales taxes collected and remitted to a governmental authority.

1.15 **INITIAL FRANCHISE FEE**: The initial franchise fee payable by Franchisee to Franchisor upon execution of this Agreement, as specified in this Agreement or in Franchisor's then-current disclosure documents.

1.16 **MARKS**: The trademarks, service marks, trade names, logos, trade dress, and related brand identifiers for ATHLETES ACCELERATION®, as may be designated from time to time by Franchisor and/or the trademark owner.

1.17 **OPERATIONS MANUAL**: Franchisor's then-current confidential operations manuals, training manuals, brand standards, policies, procedures, and specifications governing the establishment and operation of the Franchised Business, as amended from time to time.

1.18 **PERSON**: An individual, corporation, limited liability company, partnership, trust, association, or other legal entity.

1.19 **PRINCIPAL**: Each individual who directly or indirectly owns an interest in Franchisee, guarantees Franchisee's obligations, or has authority to manage or control the Franchised Business, as designated by Franchisor.

1.20 **PROTECTED TERRITORY**: The geographic area designated by Franchisor for Franchisee's Franchised Business that contains approximately seventy-five thousand (75,000) people, as determined by Franchisor using its then-current third-party census or demographic software. The boundaries of the Protected Territory shall be determined by Franchisor in its reasonable discretion and shall be described in Franchisee's Franchise Agreement or an addendum thereto.

1.21 **ROYALTY FEE**: The continuing royalty fee payable by Franchisee to Franchisor, calculated as a percentage of Gross Sales or as otherwise specified in this Agreement or Franchisor's then-current disclosure documents.

1.22 **SYSTEM**: The proprietary methods, standards, specifications, training programs, marketing concepts, business practices, and know-how developed or designated by Franchisor for the operation of Athletes Acceleration franchised businesses, as modified from time to time.

1.23 **TECHNOLOGY FEE**: The recurring monthly fee payable by Franchisee for access to Franchisor's required technology platforms, software systems, digital tools, and related support, in the amount specified in Franchisor's then-current disclosure documents (currently anticipated to be approximately Five Hundred Ninety-Nine Dollars and Zero Cents ($599.00) per month), as such amount may be adjusted by Franchisor from time to time upon reasonable notice.

1.24 **TERM**: The duration of this Agreement as specified in Article IV, including the initial term and any renewal term.

ARTICLE II: GRANT OF FRANCHISE

2.1 **GRANT OF FRANCHISE**: Subject to the terms and conditions of this Agreement, Franchisor hereby grants to Franchisee, and Franchisee accepts, the right to operate an Athletes Acceleration® franchised business (the "Franchised Business") at the Approved Location, using the System and the Marks solely in the manner authorized by this Agreement and the Operations Manual.

This franchise is non-exclusive, except to the limited extent expressly provided in Section 2.3 regarding any Protected Territory.

2.2 **NATURE OF FRANCHISE RELATIONSHIP**: Franchisee acknowledges and agrees that:

- Franchisee is granted only the limited rights expressly set forth in this Agreement;
- Franchisee has no authority to bind Franchisor or act on Franchisor's behalf;
- Franchisee is an independent contractor and not an agent, partner, joint venturer, or employee of Franchisor;
- Franchisee shall operate the Franchised Business strictly in accordance with the System, the Operations Manual, and this Agreement
- Franchisee acquires no right, title, or interest in or to the System or the Marks;

- Franchisee may not operate the Franchised Business at any location other than the Approved Location; and
- Franchisee may not operate or participate in any other Athletes Acceleration business or location except pursuant to a separate written agreement with Franchisor.

All rights not expressly granted to Franchisee are reserved by Franchisor and/or the trademark owner.

2.3 **TERRITORY**:

2.3.1 **Protected Territory**: Franchisor shall grant Franchisee a Protected Territory in connection with the grant of this franchise. The Protected Territory shall consist of a geographic area containing approximately seventy-five thousand (75,000) people, as determined by Franchisor using its then-current third-party census or demographic software. The boundaries of the Protected Territory shall be designated by Franchisor and set forth in this Agreement or an addendum.

During the Term of this Agreement, Franchisor shall not establish or license another Athletes Acceleration franchised business operating from a fixed physical location within Franchisee's Protected Territory

2.3.2 **Reservations and Limitations**: Notwithstanding the grant of a Protected Territory, Franchisee acknowledges and agrees that Franchisor and its affiliates reserve the right to::

- operate or license Athletes Acceleration businesses outside Franchisee's Protected Territory;
- operate or license Athletes Acceleration businesses that do not operate from a fixed physical location, including mobile, temporary, or event-based programs, whether inside or outside Franchisee's Protected Territory;
- sell products or services under the Athletes Acceleration brand through alternative channels of distribution, including online platforms, institutional or organizational accounts, schools, clubs, leagues, camps, clinics, or other non-traditional locations;
- operate company-owned businesses or authorize affiliates to do so, as permitted under this Agreement; and
- modify the System, products, services, branding, or methods of distribution from time to time.

2.3.3 **No Implied Exclusivity**: Except for the Protected Territory expressly granted herein, Franchisee acknowledges that no other exclusivity or territorial protection is provided.

2.4 **NO MARKET OR PERFORMANCE GUARANTEE**:

2.4.1 Franchisor does not guarantee that the Protected Territory will contain a minimum number of potential customers or that Franchisee will achieve any particular level of sales, profitability, or success.

2.5 **RELOCATION**:

2.5.1 Any relocation of the Franchised Business must be approved by Franchisor in writing. If Franchisee relocates, Franchisor may redefine Franchisee's Protected Territory in accordance with Franchisor's then-current standards.

2.6 **DEVELOPMENT RIGHTS**:

2.6.1 **Single-Unit Franchise**: Unless otherwise agreed in writing, this Agreement grants Franchisee the right to operate only one (1) Franchised Business at the Approved Location.

2.6.2 **Multi-Unit Development**: Franchisor may, in its discretion, grant Franchisee the right to develop and operate multiple Franchised Businesses pursuant to a separate written development agreement, addendum, or schedule (collectively, "Development Rights").

2.6.3 **Development Schedule**: Any Development Rights shall be subject to development schedules, conditions, and performance requirements established by Franchisor in writing.

2.6.4 **Failure to Develop**: Failure by Franchisee to timely satisfy any development schedule shall result only in the loss or modification of undeveloped Development Rights and shall not, by itself, constitute a default under this Agreement or affect any Franchised Business already opened and operating.

2.7 **SYSTEM AND OPERATIONS MANUAL**:

2.7.1 Franchisee shall operate the Franchised Business strictly in accordance with the System and the Operations Manual, as each may be modified by Franchisor from time to time. Franchisee acknowledges that Franchisor may modify the System and Operations Manual to maintain uniformity, improve quality, respond to market conditions, or comply with legal requirements, provided such modifications are applied in a non-discriminatory manner.

2.8 **TRADEMARK SUBLICENSE**:

2.8.1 **Limited Sublicense**: Franchisor grants Franchisee a limited, non-exclusive, non-transferable, revocable sublicense to use the Marks solely in connection with the operation of the Franchised Business during the Term and in strict accordance with this Agreement, the Operations Manual, and applicable brand standards.

2.8.2 **Ownership Acknowledgement and Goodwill**: Franchisee acknowledges that the Marks are owned by a third-party licensor and are licensed to Franchisor, and that all goodwill arising from Franchisee's use of the Marks shall inure exclusively to the benefit of the trademark owner.

2.8.3 **No Challenge**: Franchisee shall not contest, directly or indirectly, the validity or ownership of the Marks.

2.9 **COMPLIANCE WITH SYSTEM STANDARDS**:

2.9.1 Franchisee shall at all times operate the Franchised Business in strict compliance with the System, the Operations Manual, and all lawful policies and standards adopted by Franchisor to protect the uniformity, reputation, and goodwill of the Athletes Acceleration System.

2.9.2 FRANCHISEE SHALL NOT PERSONALLY OR AS PART OF A GROUP OR ENTITY USE THE MARKS (AS DEFINED HEREIN), OPERATIONAL TECHNIQUES, SERVICE CONCEPTS OR PROPRIETARY INFORMATION IN CONNECTION WITH OTHER BUSINESSES OR SERVICES WITHOUT THE EXPRESS PRIOR WRITTEN PERMISSION OF THE FRANCHISOR OR EXECUTIVE OFFICER OF FRANCHISOR, WHICH PERMISSION, IF GRANTED, SHALL BRING SUCH BUSINESSES OR SERVICES WITHIN THE SCOPE OF THE FRANCHISED BUSINESS AND THIS AGREEMENT.

ARTICLE III: FEES AND OTHER AMOUNTS DUE

3.1 **INITIAL FRANCHISE FEE**: Franchisee shall pay to Franchisor a one-time initial franchise fee (the "Initial Franchise Fee") in the amount specified in this Agreement or in Franchisor's then-current franchise disclosure document. The Initial Franchise Fee is due upon execution of this Agreement and is fully earned upon receipt. Except as expressly required by applicable law, the Initial Franchise Fee is non-refundable.

3.2 **ROYALTY FEE**:

3.2.1 **Royalty Obligation**: During the Term, Franchisee shall pay to Franchisor a continuing royalty fee (the "Royalty Fee") equal to the percentage of Gross Sales specified in this Agreement or in Franchisor's then-current disclosure documents.

3.2.2 **Payment Schedule**: Royalty Fees shall be calculated and paid on a periodic basis (weekly or monthly, as designated by Franchisor) in the manner and by the method specified in the Operations Manual or designated reporting system.

3.2.3 **No Offset**: Royalty Fees are payable without offset, deduction, or counterclaim.

3.3 **BRAND FUND / ADVERTISING CONTRIBUTIONS**:

3.3.1 **System Brand Fund**: Franchisor may establish and administer a system-wide brand development, marketing, or advertising fund (the "Brand Fund"). Franchisee shall contribute to the Brand Fund in the amount and at the frequency specified by Franchisor in writing or in its disclosure documents.

3.3.2 **Use of Funds**: Contributions to the Brand Fund may be used by Franchisor, in its discretion, for marketing, advertising, public relations, brand development, digital marketing, creative services, administrative costs, and related expenses intended to promote the Athletes Acceleration System as a whole.

3.3.3 **Local Advertising**: Franchisee may also be required to spend a minimum amount on local marketing and advertising, as specified in the Operations Manual or otherwise designated by Franchisor.

3.4 **TECHNOLOGY FEES**:

3.4.1 Franchisee shall pay all fees associated with required point-of-sale systems, management software, customer relationship platforms, scheduling systems, payment processing, and other technology designated or approved by Franchisor, in the amounts and on the terms specified by Franchisor or the applicable third-party providers.

3.4.2 Franchisee shall pay Franchisor the Technology Fee on a monthly basis, in the manner and at the times designated by Franchisor.

The Technology Fee covers access to Franchisor-designated technology platforms and systems necessary for operation of the Franchised Business, which may include customer relationship management systems, scheduling platforms, training and performance tracking tools, marketing automation, internal communications systems, and other digital resources.

Franchisor may modify the technology platforms provided and adjust the Technology Fee from time to time upon reasonable notice to Franchisee to reflect changes in services, vendor costs, or system requirements.

Failure to pay the Technology Fee when due shall constitute a default under this Agreement.

3.5 **AUDIT AND INSPECTION COSTS**: If Franchisor conducts an audit or inspection and determines that Franchisee has underreported Gross Sales by more than a threshold percentage (as specified in the Operations Manual or disclosure documents), Franchisee shall reimburse Franchisor for the reasonable costs of such audit, in addition to promptly paying any underpaid amounts, together with interest as provided herein.

3.6 **TRANSFER, RENEWAL, AND OTHER ADMINISTRATIVE FEES**: Franchisee shall pay reasonable administrative fees in connection with transfers, renewals, approvals, relocations, ownership changes, or other administrative actions requested by Franchisee, in the amounts specified by Franchisor in writing or in its disclosure documents.

3.7 **INTEREST AND LATE CHARGES**: Any amount not paid when due shall accrue interest at the rate specified in this Agreement or, if not specified, at the maximum rate permitted under Kentucky law, from the due date until paid in full. Franchisor may also assess reasonable late charges as specified in the Operations Manual or disclosure documents.

3.8 **METHOD OF PAYMENT**: All payments due under this Agreement shall be made by electronic funds transfer or such other method as designated by Franchisor and shall be accompanied by accurate supporting reports as required by Franchisor.

3.9 **TAXES**: Franchisee is responsible for all taxes, assessments, and governmental charges arising from the operation of the Franchised Business or the payments made under this Agreement, excluding taxes imposed directly on Franchisor's income.

3.10**NO WAIVER OF FEES**: Franchisor's acceptance of any payment after the due date, or its failure to strictly enforce payment deadlines, shall not constitute a waiver of Franchisor's right to require timely payment in the future.

ARTICLE IV: TERM AND RENEWAL

4.1 **INITIAL TERM**: The initial term of this Agreement (the "Initial Term") shall be five (5) years commencing on the date the Franchised Business opens for business ("Opening Date"), unless earlier terminated in accordance with this Agreement.

4.2 **RENEWAL OPTION**: Provided that Franchisee has complied with the terms of this Agreement, Franchisee may be eligible to renew this Agreement for one (1) additional term of five (5) years (the "Renewal Term"), subject to the conditions set forth in this Article.

Franchisee acknowledges that renewal is not automatic and is subject to Franchisor's then-current requirements.

4.3 **CONDITIONS TO RENEWAL**: As conditions precedent to renewal, Franchisee must:

- provide written notice of its intent to renew no less than six (6) months and no more than twelve (12) months prior to the expiration of the Initial Term;
- be in full compliance with this Agreement and all related agreements at the time notice is given and at the time of renewal, or cure any defaults within the time permitted by Franchisor;
- execute Franchisor's then-current form of franchise agreement (or successor agreement), which may differ materially from this Agreement, provided that Franchisor shall not require Franchisee to agree to financial terms that are materially less favorable than those offered to new franchisees at the time of renewal;
- pay a renewal fee in the amount specified in Franchisor's then-current disclosure documents;
- complete any required upgrade, remodeling, or rebranding of the Franchised Business to conform to Franchisor's then-current standards; and
- execute a general release, in a form acceptable to Franchisor, releasing Franchisor and its affiliates from all claims arising prior to the renewal date, except for claims that cannot be waived under applicable law.

4.4 **EFFECT OF RENEWAL**: Upon renewal, the renewed franchise agreement shall govern the relationship between the Parties during the Renewal Term. The Renewal Term shall not include any right to additional renewals unless expressly granted in writing.

Renewal of this Agreement does not include the grant of any new or expanded territory or Development Rights unless expressly agreed in writing.

4.5 **NO RENEWAL IF AGREEMENT EXPIRES OR IS TERMINATED**: If this Agreement expires without renewal or is terminated for any reason, Franchisee shall have no right to renew, and Franchisee must comply with all post-termination obligations set forth in this Agreement.

ARTICLE V: FRANCHISEE OBLIGATIONS AND OPERATIONS

5.1 **GENERAL OBLIGATIONS**: Franchisee shall establish, operate, and maintain the Franchised Business in strict compliance with:

- this Agreement;
- the System and the Operations Manual;
- all brand standards, policies, and procedures adopted by Franchisor from time to time; and
- all applicable federal, state, and local laws, ordinances, regulations, and licensing requirements.

Franchisee acknowledges that strict adherence to Franchisor's standards is essential to maintaining uniformity and protecting the goodwill of the Athletes Acceleration System.

5.2 **OPERATIONS MANUAL**:

5.2.1 **Incorporation by Reference**. The Operations Manual forms an integral part of this Agreement and is incorporated herein by reference, as amended from time to time.

5.2.2 **Amendments**. Franchisor may modify the Operations Manual to reflect changes in the System, industry standards, technology, marketing practices, or legal requirements, provided such modifications are applied in a non-discriminatory manner.

5.2.3 **Confidentiality**. The Operations Manual and its contents are confidential and proprietary. Franchisee shall not copy, disclose, or distribute any portion of the Operations Manual except as expressly authorized by Franchisor.

5.3 **TRAINING AND ASSISTANCE**:

5.3.1 **Initial Training**. Franchisee (and required personnel) shall successfully complete Franchisor's initial training program prior to opening the Franchised Business.

5.3.2 **Ongoing Training**. Franchisor may require Franchisee and its personnel to attend additional, refresher, or remedial training programs to ensure compliance with System standards.

5.3.3 **Expenses**. Unless otherwise specified in writing, Franchisee shall bear all expenses related to training, including travel, lodging, wages, and meals.

5.4 **LOCATION, APPEARANCE, AND EQUIPMENT**: Franchisee shall:

- operate the Franchised Business only at the Approved Location;
- maintain the premises, signage, fixtures, equipment, and décor in accordance with Franchisor's then-current standards;
- use only approved suppliers, equipment, products, and services, where required by Franchisor; and
- make upgrades, renovations, or rebranding changes as reasonably required by Franchisor to maintain System uniformity.

5.5 **HOURS OF OPERATION AND SERVICE**: Franchisee shall operate the Franchised Business during the days and hours designated by Franchisor and shall offer only those services, programs, and products authorized by Franchisor.

Franchisor reserves the right to modify required hours of operation and service offerings based on market conditions, brand strategy, or System needs.

5.6 **PERSONNEL MANAGEMENT**:

5.6.1 **Qualified Management**. Franchisee shall employ and maintain a manager approved by Franchisor who is responsible for day-to-day operations.

5.6.2 **Standard of Conduct**. Franchisee is solely responsible for recruiting, hiring, supervising, compensating, and disciplining its personnel and for compliance with all employment laws.

5.6.3 **No Authority to Bind**. Neither Franchisee nor its personnel shall have authority to bind Franchisor or represent themselves as agents of Franchisor.

5.7 **RECORDS, REPORTS, AND INSPECTIONS**:

5.7.1 **Records**. Franchisee shall maintain complete, accurate, and up-to-date books and records relating to the operation of the Franchised Business.

5.7.2 **Reports**. Franchisee shall submit periodic sales, financial, and operational reports in the form and frequency designated by Franchisor.

5.7.3 **Inspection Audits**. Franchisor may inspect the Franchised Business and audit Franchisee's records during normal business hours to verify compliance with this Agreement.

5.8 **INSURANCE**: Franchisee shall obtain and maintain all insurance coverage required by Franchisor, including commercial general liability, workers' compensation, and any other coverage specified in the Operations Manual, naming Franchisor and its affiliates as additional insureds where required.

5.9 **MARKETING**: Franchisee shall:

- participate in system-wide marketing and advertising programs as required;

- conduct local marketing activities consistent with brand standards; and
- obtain Franchisor's prior approval for all advertising and promotional materials unless pre-approved templates are used.

5.10 **COMPLIANCE WITH LAWS**: Franchisee shall comply with all applicable laws, including zoning, health, safety, employment, data privacy, and consumer protection laws, and shall obtain and maintain all required licenses and permits.

5.11 **NO UNAUTHORIZED ACTIVITIES**: Franchisee shall not:

- operate any business under the Athletes Acceleration name other than the Franchised Business;
- offer products or services not approved by Franchisor;
- make any financial performance representations or guarantees; or
- engage in any activity that may harm the reputation or goodwill of the System or the Marks.

ARTICLE VI: FRANCHISOR OBLIGATIONS / TRAINING AND SUPPORT

6.1 **INITIAL TRAINING**: Franchisor shall provide an initial training program for Franchisee and designated personnel covering aspects of the System, operations, brand standards, and business practices for operating the Franchised Business. The timing, location, duration, format, and content of the initial training program shall be determined by Franchisor in its discretion.

Franchisee acknowledges that successful completion of initial training is a condition precedent to opening the Franchised Business.

6.2 **ONGOING TRAINING**: Franchisor may provide ongoing training, guidance, and support to Franchisee during the Term, which may include refresher training, regional meetings, webinars, conferences, or other instructional programs, as Franchisor deems appropriate.

Franchisor may require Franchisee and its personnel to attend mandatory training programs from time to time to maintain System standards or address operational deficiencies.

6.3 **OPERATIONS MANUAL AND SYSTEM UPDATES**: Franchisor shall maintain and make available to Franchisee the Operations Manual, which sets forth standards, specifications, policies, and procedures for operating the Franchised Business.

Franchisee acknowledges that Franchisor may modify the Operations Manual and the System from time to time to improve quality, reflect changes in industry practices, address technological advancements, comply with legal requirements, or otherwise protect the System and the Marks, provided such changes are applied in a non-discriminatory manner.

6.4 **SITE SELECTION AND OPENING ASSISTANCE**: Franchisor may provide guidance regarding site selection, layout, design standards, and build-out requirements for the Franchised Business; however, Franchisee remains solely responsible for selecting, leasing, purchasing, constructing, and equipping the Approved Location.

Franchisor may provide opening support and assistance prior to or in connection with the opening of the Franchised Business, but Franchisor does not guarantee the success or profitability of the Franchised Business.

6.5 **MARKETING AND BRAND SUPPORT**: Franchisor may develop and implement system-wide marketing, advertising, promotional programs, and brand initiatives designed to enhance the Athletes Acceleration System.

Franchisor may provide Franchisee with access to marketing materials, templates, and approved vendors, but Franchisee remains responsible for its local marketing efforts and compliance with brand standards.

6.6 **NO EARNINGS GUARANTEES**: Franchisee acknowledges that Franchisor has not made, and does not make, any representations or guarantees regarding revenues, profits, or the success of the Franchised Business, except as expressly set forth in Franchisor's franchise disclosure document, if applicable.

6.7 **INDEPENDENT BUSINESS JUDGMENT**: Franchisor's provision of training, guidance, or assistance shall not be construed as Franchisor assuming control over or responsibility for the day-to-day operations of the Franchised Business. Franchisee remains solely responsible for all business decisions, operations, employees, expenses, and compliance with applicable laws.

6.8 **LIMITATIONS OF OBLIGATIONS**: Franchisor's obligations under this Agreement are limited to those expressly stated herein. Except as expressly provided, Franchisor makes no warranties or guarantees regarding the effectiveness of the System, training programs, marketing efforts, or support services.

ARTICLE VII: TRANSFER AND ASSIGNMENT

7.1 **FRANCHISEE'S INTEREST**: The franchise rights granted under this Agreement are personal to Franchisee and may not be sold, assigned, transferred, pledged, encumbered, or otherwise disposed of, whether voluntarily or involuntarily, in whole or in part, without Franchisor's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed if Franchisee satisfies Franchisor's then-current transfer requirements.

Any attempted transfer in violation of this Agreement shall be null and void and constitute a material default.

Any change in ownership or control of Franchisee constitutes a Transfer requiring Franchisor approval.

7.2 **TRANSFER REQUIRING CONSENT**: Franchisor's prior written consent is required for, without limitation:

- any sale, assignment, or transfer of this Agreement or the Franchised Business;
- any transfer of an ownership interest in Franchisee that results in a change of control;
- any merger, consolidation, reorganization, or similar transaction involving Franchisee;
- any transfer by operation of law, including bankruptcy or foreclosure; and
- any assignment to an Affiliate of Franchisee.

7.3 **CONDITIONS TO APPROVAL OF TRANSFER**: As conditions to approving a transfer, Franchisor may require that:

- Franchisee and the proposed transferee are not in default under this Agreement;
- the proposed transferee meets Franchisor's then-current qualifications and approval standards;
- the proposed transferee completes Franchisor's required training program;
- Franchisee and the proposed transferee execute Franchisor's then-current form of franchise agreement (which may differ materially from this Agreement);
- Franchisee pays Franchisor a transfer fee in the amount specified in Franchisor's then-current disclosure documents;
- Franchisee executes a general release of Franchisor and its affiliates, in a form acceptable to Franchisor, releasing all claims arising prior to the transfer date, except for claims that cannot be waived under applicable law; and
- the transfer complies with all applicable laws and regulations.

7.4 **TRANSFER UPON DEATH OR INCAPACITY**: Upon the death or permanent incapacity of an individual Franchisee or Principal, Franchisor may permit the transfer of the Franchised Business to the Franchisee's estate, heirs, or designated successor, subject to Franchisor's approval and the satisfaction of the conditions set forth in this Article.

Franchisor may require the appointment of a qualified manager acceptable to Franchisor to operate the Franchised Business pending approval of any transfer.

7.5 **NO RELEASE OF OBLIGATIONS**: Unless Franchisor expressly agrees otherwise in writing, Franchisee and any guarantors shall remain liable for all obligations arising under this Agreement prior to the effective date of an approved transfer.

7.6 **FRANCHISOR'S RIGHT OF FIRST REFUSAL**: Franchisor shall have a right of first refusal to purchase the Franchised Business or Franchisee's interest on the same terms and conditions as those offered by a bona fide third-party purchaser. Franchisor must exercise this right, if at all, within a reasonable time after receiving written notice of the proposed transfer.

7.7 **ASSIGNMENT BY FRANCHISOR**: Franchisor may assign or transfer this Agreement and its rights and obligations hereunder to an Affiliate or to a successor in interest without Franchisee's consent, provided such assignment does not materially impair Franchisee's rights under this Agreement.

ARTICLE VIII: DEFAULT, CURE, AND TERMINATION

8.1 **EVENTS OF DEFAULT**: Each of the following shall constitute a default by Franchisee under this Agreement (each, an "Event of Default"):

- failure to timely pay any amount due under this Agreement or any related agreement;
- failure to comply with any material provision of this Agreement, the Operations Manual, or any related agreement;
- abandonment of the Franchised Business or cessation of operations without Franchisor's prior written consent;
- repeated or chronic failures to comply with System standards, whether or not cured individually;
- unauthorized use, misuse, or challenge to the Marks or System;
- making unauthorized financial performance representations or other material misrepresentations;
- insolvency, bankruptcy, assignment for the benefit of creditors, or similar proceeding involving Franchisee or a Principal;
- conviction or plea of guilty or nolo contendere to a felony or a crime involving fraud, dishonesty, moral turpitude, or conduct that materially damages the reputation of the System;
- transfer or attempted transfer in violation of this Agreement;
- failure to maintain required insurance; or
- any act or omission that Franchisor reasonably determines poses an immediate threat to the public, the Marks, or the Athletes Acceleration System.

8.2 **NOTICE AND OPPORTUNITY TO CURE**: Except as provided in Section 8.03, Franchisor shall provide Franchisee with written notice of an Event of Default and a reasonable opportunity to cure the default.

Unless a longer cure period is required by applicable law or expressly provided herein, Franchisee shall have thirty (30) days from receipt of notice to cure a default to Franchisor's reasonable satisfaction.

8.3 **DEFAULTS NOT SUBJECT TO CURE**: Franchisor may terminate this Agreement immediately upon written notice, without an opportunity to cure, upon the occurrence of any of the following:

- abandonment of the Franchised Business;
- unauthorized use or disclosure of confidential information or the Operations Manual;
- insolvency, bankruptcy, or similar proceeding;
- criminal conduct described in Section 8.01(h);
- unauthorized transfer or assignment;
- repeated defaults evidencing an inability or unwillingness to comply with System standards; or
- any act that causes irreparable harm to the Marks or the System.

8.4 **TERMINATION BY FRANCHISOR**: Franchisor may terminate this Agreement upon:

- Franchisee's failure to cure a curable Event of Default within the applicable cure period; or
- the occurrence of a non-curable Event of Default under Section 8.03.

Termination shall be effective upon the date specified in Franchisor's notice.

8.5 **TERMINATION BY FRANCHISEE**: Franchisee may terminate this Agreement only upon Franchisor's material breach of this Agreement that remains uncured for thirty (30) days after Franchisee provides written notice specifying the breach in reasonable detail, unless a longer cure period is required by applicable law.

8.6 **OBLIGATIONS UPON TERMINATION OR EXPIRATION**: Upon termination or expiration of this Agreement for any reason:

- all rights granted to Franchisee shall immediately cease;
- Franchisee shall immediately discontinue all use of the Marks and the System;
- Franchisee shall comply with all post-termination obligations set forth in this Agreement, including de-identification, non-competition, and confidentiality obligations;
- all amounts owed to Franchisor shall become immediately due and payable; and
- Franchisor may exercise all remedies available at law or in equity.

8.7 **NO WAIVER**: Franchisor's failure to enforce strict compliance with this Agreement or to exercise any right or remedy shall not constitute a waiver of entFranchisor's right to enforce such provision or remedy in the future.

8.8 **SURVIVAL**: The provisions of this Agreement that by their nature should survive termination or expiration shall survive, including without limitation provisions relating to payment obligations, confidentiality, non-competition, indemnification, and dispute resolution.

ARTICLE IX: POST-TERMINATION COVENANTS

9.1 **DE-IDENTIFICATION**: Upon expiration or termination of this Agreement for any reason, Franchisee shall immediately:

- cease operating the Franchised Business as an Athletes Acceleration business;
- discontinue all use of the Marks, System, trade dress, signage, logos, and proprietary materials;
- remove and permanently eliminate all Athletes Acceleration branding from the Franchised Business, including signage, décor, advertising, websites, social media, telephone listings, and digital assets; and
- return to Franchisor or destroy (at Franchisor's option) all confidential and proprietary materials, including the Operations Manual.

Franchisee shall promptly provide written certification of compliance with this Section upon request.

9.2 **NON-COMPETITION**: To protect the System, the Marks, and Franchisor's confidential information, Franchisee agrees that, for a period of two (2) years following expiration or termination of this Agreement, Franchisee shall not, directly or indirectly, engage in, own, manage, operate, control, be employed by, consult for, or have any financial interest in any business that offers sports performance training, athletic development, or substantially similar services to those offered by an Athletes Acceleration franchised business, within:

- a radius of twenty-five (25) miles of the Approved Location; and
- any other location where Franchisee operated or had a financial interest in an Athletes Acceleration franchised business.

This covenant shall apply regardless of the reason for termination or expiration.

9.3 **NON-SOLICITATION OF CUSTOMERS**: For the same two-year period following expiration or termination, Franchisee shall not, directly or indirectly, solicit, divert, or attempt to solicit or divert any customer, member, athlete, or client of the Franchised Business or any other Athletes Acceleration location for a competing business.

9.4 **NON-SOLICITATION OF PERSONNEL**: For a period of two (2) years following expiration or termination, Franchisee shall not, directly or indirectly, solicit, induce, or attempt to induce any employee, contractor, coach, trainer, or staff member of Franchisor or any Athletes Acceleration franchised business to terminate or alter their relationship with Franchisor or another franchisee.

9.5 **CONFIDENTIAL INFORMATION**: Franchisee acknowledges that Franchisor's confidential information, including the Operations Manual, training materials, marketing strategies, pricing methodologies, and business practices, derives independent economic value from not being generally known.

Franchisee shall maintain the confidentiality of such information during the Term and indefinitely thereafter and shall not use such information except as expressly authorized under this Agreement.

9.6 **REASONABLENESS AND ENFORCEMENT**: Franchisee acknowledges that:

- the geographic area, duration, and scope of the covenants set forth in this Article are reasonable and necessary to protect Franchisor's legitimate business interests;
- a breach of this Article would cause irreparable harm for which monetary damages would be inadequate; and
- Franchisor shall be entitled to injunctive relief, in addition to any other remedies available at law or in equity, to enforce these covenants.

If any provision of this Article is found unenforceable, a court may modify such provision to the minimum extent necessary to render it enforceable.

9.7 **INDEPENDENT COVENANTS**: The covenants contained in this Article are independent of Franchisee's obligations under any other provision of this Agreement and shall survive expiration or termination regardless of the cause.

ARTICLE X: INDEMNIFICATION

10.1 **INDEMNIFICATION BY FRANCHISEE**: Franchisee shall indemnify, defend, and hold harmless Franchisor, its affiliates, the trademark owner, and each of their respective members, managers, officers, directors, employees, and agents (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, suits, proceedings, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and costs) arising out of or relating to:

- the ownership, operation, or management of the Franchised Business;
- any act or omission of Franchisee, its Principals, employees, contractors, coaches, or agents;

- Franchisee's breach of this Agreement, the Operations Manual, or any related agreement;
- Franchisee's violation of any applicable law, regulation, or ordinance;
- any employment-related claim involving Franchisee or the Franchised Business;
- any representations, warranties, statements, or promises made by Franchisee that are not authorized by Franchisor; or
- Franchisee's use or misuse of the Marks or the System,

except to the extent such claim is finally determined by a court of competent jurisdiction to have resulted solely from the gross negligence or willful misconduct of an Indemnified Party.

10.2 **DEFENSE OF CLAIMS**: Franchisor may, at its option, assume the defense of any claim subject to indemnification under this Article, using counsel of its choosing, at Franchisee's expense. Franchisee shall cooperate fully in the defense of any such claim.

Franchisee shall not settle any claim subject to indemnification without Franchisor's prior written consent if the settlement imposes any obligation, restriction, or admission of liability on any Indemnified Party.

10.3 **SURVIVAL**: The indemnification obligations set forth in this Article shall survive the expiration or termination of this Agreement, regardless of the cause of termination.

10.4 **NO LIMITATION OF REMEDIES**: The indemnification obligations under this Article are independent of, and in addition to, any insurance obligations or other remedies available to Franchisor under this Agreement or at law or in equity.

ARTICLE XI: DISPUTE RESOLUTION; GOVERNING LAW; VENUE; ATTORNEY'S FEES

11.1 **GOVERNING LAW**: This Agreement and all claims, controversies, or disputes arising out of or relating to this Agreement, the Franchised Business, or the relationship of the Parties shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to its conflict-of-laws principles.

11.2 **VENUE AND JURISDICTION**: Franchisee irrevocably agrees that any action, suit, or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Jefferson County, Kentucky.

Franchisee irrevocably submits to the personal jurisdiction of such courts and waives any objection based on lack of personal jurisdiction, improper venue, or forum non conveniens.

11.3 **WAIVER OF JURY TRIAL**: TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY in any action or proceeding arising out of or relating to this Agreement or the relationship of the Parties.

11.4 **INJUNCTIVE RELIEF**: Franchisee acknowledges that a breach or threatened breach of this Agreement involving the Marks, System, confidential information, or post-termination covenants would cause irreparable harm to Franchisor for which monetary damages would be inadequate.

Accordingly, Franchisor shall be entitled to temporary, preliminary, and permanent injunctive relief, in addition to any other remedies available at law or in equity, without the necessity of posting a bond to the extent permitted by law.

11.5 **ATTORNEYS' FEES AND COSTS**: In any action or proceeding arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, court costs, and litigation expenses from the non-prevailing party, except to the extent prohibited by applicable law.

11.6 **SURVIVAL**: The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE XII: MISCELLANEOUS

12.1 **INDEPENDENT CONTRACTORS**: The Parties acknowledge that Franchisee is an independent contractor and that nothing in this Agreement shall be deemed to create any partnership, joint venture, fiduciary, agency, or employment relationship between the Parties. Franchisee has no authority to bind or obligate Franchisor in any manner.

12.2 **NOTICES**: All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, or sent by certified or registered mail (return receipt requested), to the addresses of the Parties set forth in this Agreement or to such other address as a Party may designate by written notice.

12.3 **WAIVER**: No failure or delay by Franchisor in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of such right, power, or remedy.

12.4 **SEVERABILITY**: If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to render it enforceable, and the remaining provisions shall continue in full force and effect.

12.5 **ENTIRE AGREEMENT**: This Agreement, together with all exhibits, schedules, addenda, and related agreements referenced herein, constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, or understandings, whether written or oral.

12.6 **AMENDMENTS**: This Agreement may be amended only by a written instrument executed by both Parties, except that Franchisor may amend the Operations Manual and System standards as provided herein.

12.7 **FORCE MAJEURE**: Neither Party shall be liable for failure or delay in performance under this Agreement (other than payment obligations) due to events beyond its reasonable control, including acts of God, natural disasters, pandemics, governmental orders, labor disputes, or utility failures.

12.8 **COUNTERPARTS; ELECTRONIC SIGNATURES**: This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement. Signatures transmitted electronically or by PDF shall be deemed original signatures for all purposes.

12.9 **INTERPRETATION**: This Agreement shall be interpreted as a whole and not strictly for or against either Party. The headings used herein are for convenience only and shall not affect the interpretation of this Agreement.

12.10 **SURVIVAL**: All provisions which by their nature are intended to survive expiration or termination of this Agreement shall survive, including but not limited to provisions relating to payment obligations, confidentiality, indemnification, post-termination covenants, dispute resolution, and governing law.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

FRANCHISOR:
GWDS Holdings, LLC d/b/a Athletes Acceleration

By: ____________________________________

Printed Name: ___________________________

FRANCHISEE:

By: ____________________________________

Printed Name: ___________________________

EXHIBIT D

Personal Guaranty

EXHIBIT D
PERSONAL GUARANTY

This Personal Guaranty ("Guaranty") is executed as of _____________, 2026, by the undersigned ("Guarantor") in favor of GWDS Holdings, LLC, a Kentucky limited liability company d/b/a Athletes Acceleration ("Franchisor").

This Guaranty is attached to and made part of that certain Franchise Agreement ("Agreement") entered into between Franchisor and __________________________ ("Franchisee").

Capitalized terms not defined herein shall have the meanings set forth in the Agreement.

1. GUARANTY OF OBLIGATIONS

1.1. In consideration of Franchisor entering into the Agreement with Franchisee, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Guarantor hereby:

1.1.1. Unconditionally and irrevocably guarantees:

1.1.2. The full and timely payment; and

1.1.3. The complete performance.

1.2. Of all obligations of Franchisee under the Agreement and any ancillary or related agreements entered into in connection with the Franchised Business, including, without limitation:

1.2.1. Payment of all fees, royalties, Brand Fund contributions, Technology Fees, audit amounts, interest, and other sums due;

1.2.2. Compliance with all operational obligations;

1.2.3. Compliance with all post-termination obligations;

1.2.4. Indemnification obligations;

1.2.5. All costs of enforcement, including reasonable attorneys' fees and expenses incurred by Franchisor; and,

1.2.6. All other covenants and duties contained in the Agreement.

1.3. This is a continuing guaranty of payment and performance and not of collection. Guarantor's obligations hereunder are primary and independent of the obligations of Franchisee, and Franchisor may proceed directly against Guarantor without first pursuing Franchisee or any other person or entity.

2. JOINT AND SEVERAL LIABILITY

2.1. If more than one individual executes this Guaranty, each Guarantor shall be:

2.1.1. Jointly and severally liable for all obligations; and,

2.1.2. Independently responsible for the full performance of Franchisee's obligations.

2.2. Franchisor may enforce this Guaranty against any one or more Guarantors without first proceeding against Franchisee or any other Guarantor.

3. ABSOLUTE AND UNCONDITIONAL NATURE

3.1. The obligations of Guarantor under this Guaranty are absolute, unconditional, and continuing and shall not be released, discharged, or impaired by:

3.1.1. Any amendment, modification, renewal, extension, or restatement of the Agreement;
3.1.2. Any waiver, consent, or failure by Franchisor to enforce any provision;
3.1.3. Any transfer of the Franchise Agreement;
3.1.4. Any bankruptcy, insolvency, or reorganization of Franchisee; or
3.1.5. Any defense that Franchisee may have other than full payment and performance.

3.2. Guarantor acknowledges that Franchisor may deal with Franchisee in its discretion without notice to Guarantor.

4. WAIVER OF CERTAIN DEFENSES

4.1. To the fullest extent permitted by applicable law, Guarantor waives:
4.1.1. Notice of acceptance of this Guaranty;
4.1.2. Notice of default;
4.1.3. Notice of nonpayment;
4.1.4. Notice of presentment and demand;
4.1.5. Notice of protest;
4.1.6. Any right to require Franchisor to proceed first against Franchisee; and
4.1.7. All suretyship defenses to the fullest extent permitted by law.

4.2. Any rights of subrogation, reimbursement, or contribution are expressly subordinated to the full and complete satisfaction of all obligations owed to Franchisor.

4.3. Nothing in this Guaranty is intended to waive any rights that cannot be waived under applicable federal or state franchise law.

5. SURVIVAL OF POST-TERMINATION COVENANTS

5.1. Guarantor expressly agrees that:
5.1.1. The post-termination covenants set forth in Articles VIII and IX of the Agreement, including non-competition, non-solicitation, confidentiality, de-identification, and indemnification obligations, shall survive expiration or termination of the Agreement; and
5.1.2. Guarantor shall remain personally bound by and liable for compliance with those provisions.

5.2. Guarantor agrees that such obligations are enforceable directly against Guarantor as if Guarantor were the Franchisee.

5.3. Guarantor further acknowledges that these obligations are material and necessary to protect the System, the Marks, and confidential information.

6. INJUNCTIVE RELIEF

6.1. Guarantor acknowledges that breach of the Agreement's confidentiality, trademark, or post-termination covenants would cause irreparable harm.

6.2. Accordingly, Franchisor shall be entitled to injunctive relief and equitable remedies directly against Guarantor, in addition to any monetary damages, without the necessity of posting bond to the extent permitted by law.

7. CONTINUING AND INDEPENDENT OBLIGATION

7.1. This Guaranty:
   7.1.1. Is a continuing guaranty;
   7.1.2. Shall survive expiration, termination, assignment, or transfer of the Agreement;
   7.1.3. Shall remain in effect until all obligations of Franchisee have been fully satisfied.

7.2. Release of one Guarantor shall not release any other Guarantor unless expressly stated in writing by Franchisor.

8. GOVERNING LAW AND VENUE

8.1. This Guaranty shall be governed by and construed in accordance with the laws governing the Agreement, subject to any state-specific addenda required by applicable franchise law.

8.2. If applicable law requires venue in a different jurisdiction, this provision shall be modified only to the extent required to comply with such law.

9. SAVINGS CLAUSE

9.1. If any provision of this Guaranty is determined to be invalid or unenforceable, such provision shall be modified only to the minimum extent necessary to render it enforceable, and the remaining provisions shall remain in full force and effect.

9.2. Nothing herein shall be interpreted to waive any rights or protections that cannot be waived under applicable federal or state franchise law.

10. ACKNOWLEDGMENT

10.1. Guarantor acknowledges that:
   10.1.1. Guarantor has read this Guaranty carefully;
   10.1.2. Guarantor understands that this is a personal, binding legal obligation;
   10.1.3. Guarantor has had the opportunity to consult independent legal counsel; and
   10.1.4. Guarantor is executing this Guaranty voluntarily and as a material condition of Franchisor entering into the Agreement.

SIGNATURES

GUARANTOR(S):

____
Printed Name: ____________________________
Date: _____________________________________
Address: _________________________________

____
Printed Name: ____________________________
Date: _____________________________________
Address: _________________________________

(Each Guarantor must sign separately.)

EXHIBIT E

Insurance Requirements Schedule

EXHIBIT E
INSURANCE REQUIREMENTS SCHEDULE

This Exhibit E is attached to and made part of the Franchise Agreement (the “Agreement”) between GWDS Holdings, LLC d/b/a Athletes Acceleration (“Franchisor”) and ___________________________ (“Franchisee”).

Capitalized terms not defined herein shall have the meanings set forth in the Agreement.

Franchisee shall obtain, maintain, and keep in full force and effect, at its sole expense, the insurance coverage described below throughout the Term of the Agreement and any period during which Franchisee occupies or controls the Approved Location.

1. MINIMUM REQUIRED COVERAGE

Franchisee shall maintain the following minimum insurance coverage with insurers licensed or authorized to do business in the state where the Franchised Business is located and having an A.M. Best rating of A- or better (or equivalent financial strength rating reasonably acceptable to Franchisor).

1.1. Commercial General Liability Insurance
1.1.1. Minimum limits shall be:
1.1.1.1. $1,000,000 per occurrence;
1.1.1.2. $2,000,000 aggregate; and
1.1.1.3. $2,000,000 products/completed operations aggregate.
1.1.2. Coverage shall include:
1.1.2.1. Premises and operations;
1.1.2.2. Products and completed operations;
1.1.2.3. Contractual liability;
1.1.2.4. Personal and advertising injury;
1.1.2.5. Participant legal liability (if available); and
1.1.2.6. Abuse and molestation coverage.
1.2. Professional Liability (Errors and Omissions)
1.2.1. Franchisee shall maintain Professional Liability insurance as follows:
1.2.1.1. Minimum limit of $1,000,000 per claim; and
1.2.1.2. Coverage for athletic training, coaching, performance programming, and related services.
1.3. Workers’ Compensation Insurance
1.3.1. Franchisee shall maintain:
1.3.1.1. Statutory limits as required by applicable state law; and
1.3.1.2. Employer’s Liability coverage with minimum limits of:
1.3.1.2.1. $500,000 per accident;
1.3.1.2.2. $500,000 disease – policy limit; and
1.3.1.2.3. $500,000 disease – each employee.
1.4. Commercial Property Insurance
1.4.1. Coverage shall include:
1.4.1.1. Leasehold improvements;
1.4.1.2. Furniture, fixtures, and equipment;
1.4.1.3. Inventory and supplies;

1.4.1.4. Signage; and
1.4.1.5. Business personal property.
1.4.2. Coverage shall be written on a replacement cost basis.

1.5. Business Interruption Insurance

1.5.1. Coverage shall be sufficient to cover:
1.5.1.1. Continuing operating expenses;
1.5.1.2. Royalty Fees and required payments under the Agreement; and
1.5.1.3. Payroll (if applicable).
1.5.2. Coverage shall provide a minimum indemnity period of six (6) months.

1.6. Cyber Liability / Data Breach Insurance

1.6.1. Franchisee shall maintain:
1.6.1.1. Minimum limit of $1,000,000 per claim; and
1.6.1.2. Coverage for:
1.6.1.2.1. Data breach response;
1.6.1.2.2. Privacy liability;
1.6.1.2.3. Network security liability;
1.6.1.2.4. Regulatory defense (if available); and
1.6.1.3. Unauthorized access to or disclosure of Franchisor or System data.

1.7. Umbrella / Excess Liability

1.7.1. Franchisor may require umbrella coverage with limits of not less than $1,000,000 in excess of primary coverage.

2. ADDITIONAL INSURED REQUIREMENTS

2.1. The following parties shall be named as additional insureds:
2.1.1. GWDS Holdings, LLC d/b/a Athletes Acceleration;
2.1.2. Athletes Acceleration, LLC (trademark owner);
2.1.3. Franchisor's affiliates; and
2.1.4. Franchisor's members, managers, officers, directors, employees, and agents.
2.2. Additional insured status shall apply on a primary and non-contributory basis.

3. WAIVER OF SUBROGATION

3.1. Franchisee shall cause its insurers to waive rights of subrogation against Franchisor and other additional insured parties to the extent permitted by law.

4. CERTIFICATES AND PROOF OF INSURANCE

4.1. Franchisee shall:
4.1.1. Provide a certificate of insurance prior to opening;
4.1.2. Provide updated certificates annually;
4.1.3. Provide copies of policies upon request; and
4.1.4. Ensure policies provide at least thirty (30) days' prior written notice of cancellation, non-renewal, or material modification.
4.2. Failure to provide proof of insurance shall constitute a default under the Agreement.

5. POLICY REQUIREMENTS

5.1. All policies shall:
   5.1.1. Be issued by insurers reasonably acceptable to Franchisor;
   5.1.2. Be written on an occurrence form;
   5.1.3. Not contain exclusions inconsistent with operations; and
   5.1.4. Be primary to any insurance maintained by Franchisor.
5.2. Deductibles shall be commercially reasonable and subject to Franchisor's approval.

6. FRANCHISOR'S RIGHT TO OBTAIN INSURANCE

6.1. If Franchisee fails to maintain insurance:
   6.1.1. Franchisor may procure insurance; and
   6.1.2. Franchisee shall reimburse all costs plus any permitted administrative fee.
6.2. Franchisor's procurement shall not:
   6.2.1. Relieve Franchisee of obligations; or
   6.2.2. Limit Franchisee's liability.

7. NO LIMITATION OF LIABILITY

7.1. Insurance requirements:
   7.1.1. Establish minimum coverage only;
   7.1.2. Do not limit liability; and
   7.1.3. Do not reduce indemnification obligations.

8. MODIFICATION OF REQUIREMENTS

8.1. Franchisor may modify requirements to:
   8.1.1. Reflect industry changes;
   8.1.2. Address risk exposure;
   8.1.3. Comply with law; and
   8.1.4. Protect the System and Marks.
8.2. Provided such modifications are commercially reasonable and applied in a non-discriminatory manner;
8.3. Franchisee shall maintain any additional insurance coverage reasonably required by Franchisor based on the specific services offered by Franchisee;
8.4. Franchisee shall comply with any revised requirements within a reasonable time after notice.

9. SAVINGS CLAUSE

9.1. Any conflicting insurance provision shall be modified to comply with applicable law.
9.2. Nothing herein waives non-waivable rights protected under applicable federal or state franchise law.

EXHIBIT F

Operations Manual Acknowledgment

EXHIBIT F
OPERATIONS MANUAL ACKNOWLEDGMENT

This Exhibit F is attached to and made part of the Franchise Agreement (the "Agreement") between GWDS Holdings, LLC d/b/a Athletes Acceleration ("Franchisor") and ___________________________ ("Franchisee").

Capitalized terms not defined herein shall have the meanings set forth in the Agreement.

1. ACKNOWLEDGMENT OF RECEIPT AND ACCESS

1.1. Franchisee acknowledges that:
   1.1.1. The Operations Manual (as defined in the Agreement) contains confidential and proprietary information relating to the System;
   1.1.2. Franchisee has been provided a general description of the Operations Manual prior to execution of the Agreement and will receive full access to the Operations Manual following execution of the Agreement and prior to opening of the Franchised Business; and
   1.1.3. The Operations Manual may be maintained in physical form, secure online format, or through Franchisor-designated software platforms.

1.2. Franchisee acknowledges that the Operations Manual may be updated from time to time and that Franchisee is responsible for ensuring it is using the then-current version.

2. CONFIDENTIAL AND PROPRIETARY NATURE

2.1. Franchisee acknowledges and agrees that:
   2.1.1. The Operations Manual and all related materials, including any digital, cloud-based, or software-hosted versions, are confidential trade secrets of Franchisor and/or its affiliates;
   2.1.2. The information derives independent economic value from not being generally known;
   2.1.3. The contents are not publicly available; and
   2.1.4. Strict confidentiality is essential to protect the System and the Marks.

2.2. Franchisee shall:
   2.2.1. Maintain the Operations Manual in a secure manner;
   2.2.2. Restrict access solely to authorized personnel with a legitimate business need;
   2.2.3. Require such personnel to maintain confidentiality; and
   2.2.4. Not copy, reproduce, distribute, upload, or disclose any portion except as expressly authorized by Franchisor or as reasonably necessary for operation of the Franchised Business and in accordance with Franchisor's policies.

3. INCORPORATION INTO THE AGREEMENT

3.1. Franchisee acknowledges that:
   3.1.1. The Operations Manual is incorporated into the Agreement by reference;
   3.1.2. Compliance with the Operations Manual is mandatory; and
   3.1.3. Failure to comply constitutes a default under the Agreement.

3.2. The Operations Manual is intended to preserve uniformity and protect the goodwill associated with the Marks.

4. AMENDMENTS AND MODIFICATIONS

4.1. Franchisor shall have the sole right to determine the contents of the Operations Manual and the standards applicable to the System.

4.2. Franchisee acknowledges that Franchisor may modify, supplement, or revise the Operations Manual from time to time to:

- 4.2.1. Improve operational efficiency;
- 4.2.2. Protect brand standards;
- 4.2.3. Reflect technological advancements;
- 4.2.4. Address legal or regulatory requirements; and
- 4.2.5. Respond to market conditions.

4.3. Franchisee agrees to comply with all modifications within a reasonable timeframe specified by Franchisor.

4.4. No amendment to the Operations Manual shall be deemed an amendment to the Agreement unless expressly stated in writing and executed by both parties.

4.5. Franchisee acknowledges that such modifications may require operational changes and agrees to comply at its own expense unless otherwise stated in the Agreement.

5. NO TRANSFER OR ASSIGNMENT

5.1. Franchisee acknowledges that:

- 5.1.1. The Operations Manual is licensed solely for use in connection with operation of the Franchised Business;
- 5.1.2. Franchisee acquires no ownership interest in the Operations Manual;
- 5.1.3. The right to use the Operations Manual is non-transferable except in connection with an approved transfer of the Agreement; and
- 5.1.4. Upon expiration or termination, Franchisee must immediately cease use of and return or destroy all copies of the Operations Manual.

6. INTELLECTUAL PROPERTY PROTECTION

6.1. Franchisee acknowledges that:

- 6.1.1. The Operations Manual is part of the proprietary System;
- 6.1.2. Unauthorized use or disclosure would cause irreparable harm;
- 6.1.3. Franchisee shall not acquire any right, title, or interest in the Operations Manual or System other than the limited license granted; and
- 6.1.4. Franchisor is entitled to injunctive relief to prevent unauthorized use or disclosure.

6.2. Franchisor may verify compliance, including confirmation of destruction or return of materials.

6.3. All goodwill associated with the System and the Marks inures exclusively to the benefit of the trademark owner and Franchisor.

7. CERTIFICATION UPON TERMINATION

7.1. Upon expiration or termination, Franchisee shall:
   7.1.1. Return or permanently destroy all copies (physical and electronic) of the Operations Manual;
   7.1.2. Remove all digital access credentials; and
   7.1.3. Provide written certification confirming compliance within ten (10) days.

8. SURVIVAL

8.1. Confidentiality and non-use obligations shall survive expiration or termination indefinitely.

9. SAVINGS CLAUSE

9.1. Any unenforceable provision shall be modified to the minimum extent necessary to render it enforceable.
9.2. Nothing herein waives rights that cannot be waived under applicable federal or state franchise law.

SIGNATURES

FRANCHISEE:

____

Printed Name: ___________________________

Date: _________________________________

EXHIBIT G

Renewal Form Agreement

EXHIBIT G
RENEWAL FORM AGREEMENT

This Exhibit G is attached to and made part of the Franchise Agreement (the “Agreement”) between GWDS Holdings, LLC d/b/a Athletes Acceleration (“Franchisor”) and __________________________ (“Franchisee”).

Capitalized terms not defined herein shall have the meanings set forth in the Agreement.

This Exhibit sets forth the form and structure of the Renewal Agreement referenced in Article IV of the Agreement.

ATHLETES ACCELERATION®
RENEWAL FRANCHISE AGREEMENT

This Renewal Franchise Agreement (“Renewal Agreement”) is entered into as of ______, 2026, by and between:

GWDS Holdings, LLC d/b/a Athletes Acceleration (“Franchisor”), and _________________________________ (“Franchisee”).

1. BACKGROUND

1.1. Franchisee and Franchisor previously entered into a Franchise Agreement dated ____________ (the “Prior Agreement”).
1.2. The Prior Agreement is scheduled to expire on ____________.
1.3. Franchisee has requested renewal pursuant to Article IV of the Prior Agreement, and Franchisor has agreed to renew the franchise subject to the terms and conditions set forth herein.

2. EXECUTION OF THEN-CURRENT AGREEMENT

2.1. As a condition of renewal, Franchisee agrees to execute Franchisor’s then-current form of Franchise Agreement (the “Current Agreement”), including all exhibits, schedules, and addenda required of new franchisees at the time of renewal.
2.2. Franchisee acknowledges that the Current Agreement:
  2.2.1. May differ materially from the Prior Agreement;
  2.2.2. May include different operational standards;
  2.2.3. May include updated System requirements; and
  2.2.4. May include modified dispute resolution, transfer, or other administrative provisions.
2.3. Franchisor shall not require Franchisee to accept financial terms that are materially less favorable than those being offered to new franchisees at the time of renewal, except as permitted by applicable law.

3. RENEWAL TERM

3.1. The renewal term shall be five (5) years, commencing on the expiration date of the Prior Agreement, unless otherwise specified in writing.
3.2. Renewal does not include any automatic right to further renewal unless expressly provided in the Current Agreement.
3.3. Franchisee must execute the Renewal Agreement and all required documents within the time period specified by Franchisor.

4. CONDITIONS PRECEDENT TO RENEWAL

4.1. As conditions to renewal, Franchisee must:
   4.1.1. Be in full compliance with the Prior Agreement (or cure any defaults within the time permitted by Franchisor);
   4.1.2. Pay the renewal fee specified in Franchisor's then-current Franchise Disclosure Document;
   4.1.3. Complete all required training;
   4.1.4. Satisfy all upgrade and rebranding requirements described below; and
   4.1.5. Execute the general release described below.
4.2. Franchisee acknowledges that renewal is not automatic and is conditioned upon strict compliance with the requirements set forth herein.
4.3. Franchisor shall have the right, in its reasonable discretion, to determine whether Franchisee has satisfied the conditions for renewal.
4.4. Each Guarantor shall execute a new or reaffirmed personal guaranty in the form required by Franchisor at the time of renewal.

5. UPGRADE AND REFRESH REQUIREMENT

5.1. Franchisee acknowledges that maintaining System uniformity is essential.
5.2. As a condition of renewal, Franchisee shall:
   5.2.1. Upgrade the Approved Location;
   5.2.2. Replace signage, décor, fixtures, equipment, or technology;
   5.2.3. Implement branding changes; and
   5.2.4. Adopt current software and operational platforms.
5.3. All costs associated with such upgrades and modifications shall be the sole responsibility of Franchisee.
5.4. Franchisor shall provide written notice of required upgrades within a reasonable time prior to renewal.

6. GENERAL RELEASE

6.1. As a condition of renewal, Franchisee (and each Principal and Guarantor) shall execute a general release in favor of:
   6.1.1. Franchisor;
   6.1.2. The trademark owner;
   6.1.3. Franchisor's affiliates; and
   6.1.4. Their respective members, managers, officers, employees, and agents.

6.2. The release shall cover all claims arising prior to the effective date of renewal, except claims that cannot be waived under applicable law.
6.3. Execution of the release shall be a condition precedent to the effectiveness of the Renewal Agreement.

7. NO EXPANSION OF TERRITORY

7.1. The Protected Territory, if any, shall remain subject to the terms set forth in the Agreement and Exhibit A.
7.2. Renewal:
   7.2.1. Does not grant additional Development Rights;
   7.2.2. Does not expand or modify the Protected Territory; and
   7.2.3. Does not create any new territorial rights,
   7.2.4. Unless expressly agreed in writing.

8. NO WAIVER OF FEDERAL OR STATE LAW RIGHTS

8.1. Nothing in this Renewal Agreement or in the required release is intended to waive any rights that cannot be waived under applicable federal or state franchise law.
8.2. Any provision found unenforceable shall be modified only to the extent required by law.

9. SAVINGS CLAUSE

9.1. If any provision conflicts with applicable registration-state law, it shall be interpreted and modified only to the extent required to comply with such law.
9.2. The remainder shall remain in full force and effect.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

FRANCHISEE:	**FRANCHISOR:** **GWDS Holdings, LLC d/b/a Athletes Acceleration**
By: ______________________	**By:** ______________________
Name: ______________________	**Name:** ______________________
Title: ______________________	**Title:** ______________________
Date: ______________________	**Date:** ______________________

EXHIBIT H

Transfer Form Agreement

EXHIBIT H
TRANSFER AGREEMENT FORM

This Exhibit H is attached to and made part of the Franchise Agreement (the "Agreement") between GWDS Holdings, LLC d/b/a Athletes Acceleration ("Franchisor") and ____________________________ ("Franchisee").

Capitalized terms not defined herein shall have the meanings set forth in the Agreement.

This Exhibit sets forth the form of Transfer Agreement to be executed in connection with any approved Transfer under Article VII of the Agreement.

ATHLETES ACCELERATION®
TRANSFER AND ASSUMPTION AGREEMENT

This Transfer and Assumption Agreement ("Transfer Agreement") is entered into as of _________________, 2026, by and among:

GWDS Holdings, LLC d/b/a Athletes Acceleration ("Franchisor"),
____ ("Transferor" or "Seller"), and
____ ("Transferee" or "Buyer").

1. BACKGROUND

1.1. Transferor is the franchisee under a Franchise Agreement dated ____________, 2026, (the "Franchise Agreement") for the operation of an Athletes Acceleration Franchised Business at the Approved Location located at: ____.

1.2. Transferor desires to transfer its interest in the Franchise Agreement and the Franchised Business to Transferee, and Franchisor has agreed to consent to the Transfer subject to the terms and conditions set forth herein.

2. FRANCHISOR CONSENT

2.1. Subject to full compliance with this Transfer Agreement and Article VII of the Agreement, Franchisor hereby consents to the Transfer.

2.2. Franchisor's consent:

- 2.2.1. Is limited solely to the Transfer described herein;
- 2.2.2. Does not waive any defaults existing prior to the effective date of Transfer; and
- 2.2.3. Does not release Transferor except as expressly stated below.

2.3. Franchisor's consent shall not be effective unless and until all conditions to transfer have been fully satisfied.

2.4. Any purported Transfer not in compliance with this Agreement shall be null and void and constitute a default under the Agreement.

3. ASSUMPTION OF OBLIGATIONS

3.1. Effective as of the closing date of the Transfer (the "Effective Transfer Date"), Transferee:
  3.1.1. Assumes and agrees to be bound by all obligations under the Franchise Agreement;
  3.1.2. Agrees to comply with the System, the Operations Manual, and all related agreements; and
  3.1.3. Agrees to execute Franchisor's then-current form of Franchise Agreement (the "Current Agreement"), which may differ materially from the Franchise Agreement.
3.2. The Effective Transfer Date shall occur upon satisfaction of all conditions to transfer and written confirmation by Franchisor.
3.3. Execution of the Current Agreement is a condition precedent to Transfer approval.

4. TRANSFER FEE

4.1. Transferor shall pay Franchisor a non-refundable transfer fee in the amount specified in Franchisor's then-current Franchise Disclosure Document, together with any reasonable administrative, legal, and training costs incurred by Franchisor in connection with the Transfer, to the extent permitted by applicable law.
4.2. The Transfer shall not be effective until the transfer fee is paid in full.

5. RELEASE OF CLAIMS

5.1. As a condition of Transfer approval, Transferor (and each Principal and Guarantor) shall execute a general release in favor of:
  5.1.1. Franchisor;
  5.1.2. The trademark owner;
  5.1.3. Franchisor's affiliates; and
  5.1.4. Their respective members, managers, officers, employees, and agents.
5.2. The release shall cover all claims arising prior to the Effective Transfer Date, except claims that cannot be waived under applicable law.
5.3. Execution of the release shall be a condition precedent to Franchisor's approval of the Transfer.

6. CONTINUING LIABILITY OF TRANSFEROR

6.1. Unless expressly released in writing by Franchisor:
  6.1.1. Transferor and any Guarantors remain liable for all obligations arising prior to the Effective Transfer Date;
  6.1.2. Transferor remains liable for indemnification obligations arising from acts or omissions occurring prior to Transfer, which shall be joint and several with any other responsible parties; and
  6.1.3. Post-termination covenants applicable to Transferor remain enforceable to the extent required under the Agreement.
6.2. Any release of Transferor must be expressly stated in writing by Franchisor.

7. REPRESENTATIONS OF TRANSFEREE

7.1. Transferee represents and warrants that:

7.1.1. Transferee has received and reviewed Franchisor's then-current Franchise Disclosure Document;

7.1.2. Transferee meets Franchisor's qualification standards;

7.1.3. Transferee has completed or will complete required training; and

7.1.4. Transferee has conducted an independent investigation of the Franchised Business and is not relying on any representations other than those expressly set forth in the Franchise Disclosure Document and the Current Agreement.

8. GUARANTY

8.1. Each individual owning twenty-five percent (25%) or more of Transferee, and any other individual required by Franchisor, shall execute Franchisor's Personal Guaranty in the form attached to the Current Agreement.

9. NO EXPANSION OF TERRITORY

9.1. This Transfer:

9.1.1. Does not modify the Protected Territory;

9.1.2. Does not grant additional Development Rights; and

9.1.3. Does not create new territorial protections.

10. INDEMNIFICATION

10.1. Transferor shall indemnify, defend, and hold Franchisor harmless from any claims arising from operation of the Franchised Business prior to the Effective Transfer Date.

10.2. Transferee shall indemnify and hold Franchisor harmless from any claims arising from operation of the Franchised Business on or after the Effective Transfer Date.

11. GOVERNING LAW AND SAVINGS CLAUSE

11.1. This Transfer Agreement shall be governed by the same law governing the Agreement, subject to applicable state franchise law requirements.

11.2. Any conflicting provision shall be modified only to the extent required to comply with applicable law.

11.3. Nothing herein waives rights that cannot be waived under applicable federal or state franchise law.

12. ENTIRE AGREEMENT

12.1. This Transfer Agreement constitutes the entire agreement among the parties regarding the Transfer and supersedes all prior discussions.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

FRANCHISOR: GWDS Holdings, LLC d/b/a Athletes Acceleration By: ____________________ Name: ________________________ Date: ___________________	TRANSFEROR By: ____________________ Name: ________________________ Date: ___________________	TRANSFEREE By: ____________________ Name: ________________________ Date: ___________________

EXHIBIT I

State Addendum

EXHIBIT I
STATE ADDENDUM

This Exhibit I is attached to and made part of the Franchise Agreement (the "Agreement") between GWDS Holdings, LLC d/b/a Athletes Acceleration ("Franchisor") and ___________________________ ("Franchisee").

Capitalized terms not defined herein shall have the meanings set forth in the Agreement.

This Addendum sets forth provisions required by certain states that supersede or modify the Agreement to the extent required by applicable law.

1. GENERAL PROVISIONS

1.1. This Addendum applies only to the extent required by applicable state franchise laws and regulations.
1.2. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control to the extent required by law.
1.3. All provisions not expressly modified herein shall remain in full force and effect.

2. CALIFORNIA

2.1. The following provisions apply if the Franchisee is located in or operating in California:
  2.1.1. The California Franchise Investment Law governs the offer and sale of franchises in California.
  2.1.2. Any provision in the Agreement that purports to waive compliance with California law is void.
  2.1.3. Franchisee shall have the rights provided under California law, including any non-waivable rights.

3. ILLINOIS

3.1. The following provisions apply if the Franchisee is located in or operating in Illinois:
  3.1.1. The Illinois Franchise Disclosure Act governs the relationship.
  3.1.2. Any condition, stipulation, or provision that purports to bind any person to waive compliance with Illinois law is void.

4. MARYLAND

4.1. The following provisions apply if the Franchisee is located in or operating in Maryland:
  4.1.1. The Maryland Franchise Registration and Disclosure Law applies.
  4.1.2. Any provision that waives compliance with Maryland law is void.

5. MINNESOTA

5.1. The following provisions apply if the Franchisee is located in or operating in Minnesota:
  5.1.1. Minnesota law governs certain aspects of the franchise relationship.
  5.1.2. Franchisee shall have the rights and protections provided under Minnesota statutes.

6. NEW YORK

6.1. The following provisions apply if the Franchisee is located in or operating in New York:
   6.1.1. The New York Franchise Sales Act applies.
   6.1.2. Any provision requiring waiver of rights under New York law is void.

7. WASHINGTON

7.1. The following provisions apply if the Franchisee is located in or operating in Washington:
   7.1.1. The Washington Franchise Investment Protection Act applies.
   7.1.2. Any provision that waives compliance with Washington law is void.

8. SAVINGS CLAUSE

8.1. If any provision of this Addendum is determined to be invalid or unenforceable under applicable law:
   8.1.1. Such provision shall be modified only to the extent necessary to comply with applicable law; and
   8.1.2. The remainder shall remain in full force and effect.

8.2. Nothing in this Addendum is intended to waive any rights that cannot be waived under federal or state franchise law.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

FRANCHISOR: **GWDS Holdings, LLC d/b/a Athletes Acceleration**	**FRANCHISEE:**
By: ______________________________	**By:** ______________________________
Name: ____________________________	**Name:** ____________________________
Title: _____________________________	**Title:** _____________________________
Date: _____________________________	**Date:** _____________________________