FRANCHISE DISCLOSURE DOCUMENT

Burning Issues Group™, LLC
a Missouri limited liability company
440 Rascal Xing
Ofallon, MO 63366
(636) 970-9095
GoBIG@BIGadvisors.com
www.BIGadvisors.com

As a Burning Issues Group™, LLC BURNING ISSUES GROUP™ franchisee ("BIGfounder"), you operate a business that offers a unique, commission-based, management consulting model for small and mid-sized businesses to resolve critical organizational, sales, operational, and financial issues (their Burning Platform Issues™ = BPI's). You seek warm leads locally at networking events and gatherings such as Chambers of Commerce, Economic Development Centers, Rotary Clubs, Industry Associations, Business Network Internationals, etc, as well as asking for warm leads from professional services providers such as commercial insurance agents, business bankers, Accounting Firms, etc. Guided by insight and action, you deliver clarity to your Clients where complexity reigns—diagnosing root causes, designing S.M.A.R.T. strategies and goals, and delivering measurable results. In our BIG-5 areas of management: Leadership / Operations / Sales / Finance / Culture, you equip business owners with the tools to build, refine, or exit on their terms (the "BIGway" or "System").

The total estimated initial investment necessary to begin operation of a BIG™ franchised business ranges from approximately $9,000 to more than $33,000. This includes the initial franchise fee that must be paid to Burning Issues Group™, which is either $10,000 up front or $2,000 up front with $1,000 paid out of every engagement for the first 8 engagements depending on the type of payment option you choose, as well as the cost to purchase certain supplies, computer hardware, marketing materials, professional services, etc.

Area development rights are also available for those looking to open an additional up to 5 franchises. After the first franchise fee, the total investment necessary to obtain BIG™ area development rights on 2 to 4 additional BIG™ regions ranges from approximately $11,200 to $72,750 (for 2 to 4 locations beyond the first location), all of which must be paid to the franchisor. Area development rights are provided for in an Area Development Agreement, which is different than your Franchise Agreement.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Rick Duree.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: January 1, 2026.

STATE COVER PAGE

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 listed in **Exhibit A** 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.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN THE STATE OF MISSOURI. OUR AGREEMENT REQUIRES THAT ALL DISPUTES, CONTROVERSIES AND CLAIMS OF ANY KIND ARISING OUT OF OR RELATED TO THE FRANCHISE AGREEMENT BE FIRST SUBMITTED TO GOOD FAITH NEGOTIATIONS BEFORE ANY PARTY FILES SUIT.

2. THE FRANCHISE AGREEMENT REQUIRES YOU TO LITIGATE WITH US ONLY IN ST. CHARLES COUNTY IN THE STATE OF MISSOURI. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT ALSO MAY COST MORE TO LITIGATE WITH US IN ST. CHARLES COUNTY MISSOURI THAN IN YOUR OWN STATE.

3. MISSOURI LAW GOVERNS THE FRANCHISE AGREEMENT AND ANY RELATED AREA DEVELOPMENT AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

4. BURNING ISSUES GROUP HAS BEEN IN EXISTENCE FOR A SHORT PERIOD OF TIME, SINCE 2025. THEREFORE, THERE IS ONLY A BRIEF OPERATING HISTORY TO ASSIST YOU IN JUDGING WHETHER OR NOT TO MAKE THIS INVESTMENT.

5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE. INFORMATION ABOUT COMPARISONS OF FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN **EXHIBIT A** OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION.

We may use the products and 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 make sure to do your own investigation of the franchise.

STATE EFFECTIVE DATES

This disclosure document may be used in Alabama, Alaska, Arizona, Arkansas, Colorado, Connecticut, Delaware, Georgia, Idaho, Indiana, Iowa, Kansas, Louisiana, Maine, Massachusetts, Mississippi, Missouri, Montana, Nevada, New Hampshire, New Jersey, New Mexico, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, Tennessee, Vermont, West Virginia, Wyoming, Washington, D.C., American Samoa, Federated States of Micronesia, Guam, Marshall Islands, Northern Mariana Islands (including Saipan), Palau, Puerto Rico and U.S. Virgin Islands.

This disclosure document is not effective and may not be used in the following states, where it is not currently filed, registered or exempt from registration: Hawaii, Illinois, Kentucky, Maryland, Nebraska, New York, North Dakota, Rhode Island, South Dakota, Texas, Virginia and Washington.

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ITEM 1 - FRANCHISOR, AND ANY PARENT, PREDECESSORS AND AFFILIATES

For ease of reference in this disclosure document, the franchisor is referred to as "we," "us," or "our," and the person who is considering the franchise is referred to as "you" or "your." If you are a legal entity, certain provisions of the Franchise Agreement, Area Development Agreement, and attachments apply to your shareholders, officers, directors, members, and partners. These provisions are noted.

Franchisor

The franchisor is Burning Issues Group™, LLC, a Missouri limited liability company that was formed on November 1, 2025. We do business under the trade name BURNING ISSUES GROUP™. We do not do business or intend to do business under any other name. Our principal business address is 440 Rascal Xing, Ofallon, MO 63366. Our agents for service of process are disclosed in **Exhibit A**.

Our Business

We offer a unique management consulting model for small and mid-sized businesses. You generate warm leads locally at networking events and from professional services providers. Guided by insight and action, you deliver clarity to your Clients where complexity reigns—diagnosing root causes, designing S.M.A.R.T. strategies and goals, and delivering measurable results. In our BIG-5 areas of management: Leadership / Operations / Sales / Finance / Culture, you equip business owners with the tools to build, refine, or exit on their terms. We also offer area development rights that permit the development of stated numbers of franchise locations (BIGregions) in designated geographic areas. We have no other business activities, but may add additional business activities if we decide to do so.

Certain of our affiliates (and potential future affiliates) may offer you short-term or longer-term management advisory services to help get you set up in your business and/or advise on or support continuing management and operations. These products and services are optional for you. The types of available products and services and any fees for those products and services are negotiated individually between you and the affiliate. Any fees under these arrangements are non-uniform and non-refundable, unless otherwise negotiated by you and the affiliate. *See also* Item 5.A. and Items 6 and 8. *See* **Exhibit G** for a sample agreement showing the types of products and services offered and a typical fee structure.

Our Experience

We began offering BIG™ franchises in January 2026. We have not previously operated a business of the type being franchised. However, see Our Parent, Predecessors and Affiliates, below, for information on BIG™ businesses operated by our affiliates. We have not engaged in any other line of business and have not offered franchises in any other line of business.

The Franchise

As a BIG™ franchisee, you will offer a unique management consulting/advising model for small and mid-sized businesses. You generate warm leads locally at networking events and from professional services providers. Guided by insight and action, you deliver clarity to your Clients where complexity reigns—diagnosing root causes, designing S.M.A.R.T. strategies and goals, and delivering measurable results. In our BIG-5 areas of management: Leadership / Operations / Sales / Finance / Culture, you equip business owners with the tools to build, refine, or exit on their terms.

BIGregions consist of locations defined generally by population density of over 2,500,000 and less than 4,000,000 with a maximum distance of a radius of 100 miles from the center of the location. (*See* Item 12.) BIG™ franchise locations do not require office facilities or retail storefront. BIG™ franchise locations operate independently with all equipment and deliverables necessary to provide management advising.

You must operate the BIG™ franchise according to our standards and specifications, and must sign our standard Franchise Agreement and attachments (**Exhibit B**).

You will compete with local, regional, and national businesses (including other franchised businesses) that provide similar products and services. Our products and services most often appeal to businesses with gross revenues between $1,000,000 - $40,000,000. The markets for consulting/advising products and services are well-developed in the United States. Before signing a Franchise Agreement, you should survey your market to determine the number and quality of competitors.

Area Development Rights

We also grant area development rights under which area developers will develop a pre-agreed number of BIG™ franchise locations. We expect most area developers to commit to establish 3 to 5 BIG™ franchise locations at a rate of about one location every 6 to 8 months within a defined region, which is usually part of a state. Our area developers must have substantial prior business experience and financial resources. A separate Area Development Agreement is required to secure area development rights.

Laws and Regulations

You must comply with all local, state, and federal laws and regulations that apply to the operation of any business, including laws and regulations specific to the operation of consulting businesses. You also must comply with laws and regulations such as tax laws, and personnel laws and regulations that apply to the operation of a BIG™ business. We urge you to make inquiries and ask your attorney about these laws and regulations.

Our Parents, Predecessors, and Affiliates

Burning Issues Group™, LLC, a Missouri limited liability company formed on November 1, 2025, owns a majority interest in us and is our parent and also our affiliate. Burning Issues Group™, LLC has not offered franchises in any line of business, nor will it provide products or services to our franchisees. Burning Issues Group™, LLC's principal business address is the same as ours.

We have no predecessors. We may form affiliates in the future to facilitate management of our intellectual property, hold real estate, and/or management of logistics and supply arrangements.

ITEM 2 - BUSINESS EXPERIENCE

Chief Operations Officer: Rick Duree

A self-made entrepreneur, Rick Duree launched four successful businesses and had four kids by the time he was thirty. A professor of entrepreneurship, inspirational speaker, angel investor, missionary, TV producer, author, and mentor, he founded the Duree Center for Entrepreneurship at Lindenwood University to support creators as they ramp up their new startups.

Duree is a visionary with extensive project creation and development experience, as well as a dedicated team builder. He has created several multi-location businesses including a franchising company that owned or franchised seven locations before completing a successful exit. He embodies the “Client-First” philosophy, and was ranked among the top consultants at one of the largest small business consulting firms in the country.

Duree has served as a Board Member for multiple non-profit organizations helping them grow to serve their communities. He is a loving husband and father, a martial artist, a musician, a Mormon, an avid comic book reader, a St. Louis Cardinals fan, and a Certified BBQ Judge.

Chief Marketing Officer: Paul Heirendt

Paul S. Heirendt is a serial entrepreneur, author, and keynote speaker with over five decades of leadership in media, healthcare publishing, and technology. He played a role in multiple tech startups in St. Louis, Boston, Seattle, and Silicon Valley. He has had successful exits and navigated impactful challenges and valuable failures.

Paul is a Fellow at Lindenwood University’s Duree Center for Entrepreneurship, an Advisory Board member for Webster University’s Management & Leadership Program, and a mentor in several university and high school entrepreneur programs. He enjoys mentoring aspiring innovators.

Paul’s career spans diverse roles from audio engineer, video engineer, host of a music and interview radio show, to a global sales leader in healthcare publishing by age 30. Transitioning to technology, he was a leader in tech throughout his 30+ year career in electronic publishing, internet services, cybersecurity, and SaaS. He built award-winning web portals, managed transformative software projects and platforms, and led the digital transformation of Drug Facts and Comparisons from print to the world’s most licensed drug information database. Today, he remains dedicated to innovating, building, and mentoring the next generation of entrepreneurs.

ITEM 3 - LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4 - BANKRUPTCY

None.

ITEM 5 - INITIAL FEES

A. Franchise Agreement

Initial Franchise Fee

If you purchase a BIG™ franchise, the initial franchise fee is partially due when you sign the Franchise Agreement. The initial franchise fees and possible payment options for each BIG™ franchise type are summarized as follows, subject to your meeting our other requirements for becoming a BIG™ franchisee:

Franchise Opportunity:

1. Burning Issues Group™ - $10,000
    a. All Exclusive rights of opening a franchise in a designated BIGregion location
    b. Provides economies of scale marketing efforts that generate qualified leads
    c. Offers hiring assistance to help secure commission-based "4 E's" Advisors
    d. Manages complex financial administrative tasks including some bookkeeping support and collections efforts
    e. Fosters professional service partnerships and negotiates rider rates
    f. Affords the costs and training associated with BIG's official tech stack
    g. Protects brand integrity and IP through process consistency training and oversight
    h. Creates and enforces the BIGway of advising with best practices, tools, and resources
    i. Develops a national SWOT Team of top 4-E Advisors for addressing high-level strategic challenges
    j. Certifies Advisors with BIG's management certifications
    k. Facilitates peer collaboration and leadership communication
2. Area Development Agreement- $10,000 for the first franchise, and $10,000 for franchises two to five thereafter.
    a. All Exclusive rights of opening franchises in a designated BIGarea
    b. All the features listed in 1b - 1k
    c. All 5 Burning Issues Group™ franchises must be opened in the designated area within the following 3 years of signing the Agreement

Available Payment Terms on Initial Fees:

1. 20% deposit ($2,000) is mandatory to secure a location and is due upon signing your first Franchise Agreement. The remaining $8,000 is to be paid in $1,000 increments corresponding to the first 8 engagements the franchise facilitates.
2. 20% deposit ($2,000) is mandatory to secure each additional location in a BIGarea ($2,000 for each location) and is due upon signing the Area Development Agreement. The remaining $8,000 per franchise location is to be paid in $1,000 increments corresponding to the first 8 engagements each franchise facilitates.

You may purchase additional BIG™ franchises (max total of 5) only if you are in good standing and otherwise meet all our other requirements. You must pay all fees in United States funds by wire transfer or certified or cashier's check, the method of payment to be at our discretion.

Depending on availability, you may reserve a specific territory for your franchise for up to 30 days before you sign a Franchise Agreement by paying us a $2,000 deposit. At the end of 30 days, if you have been diligently working with us, you may make a written request to extend the reservation for an additional 30 days, which we may grant or deny in our sole discretion. The deposit will be credited against the initial franchise fee and is fully refundable in the event you don't sign a Franchise Agreement. See Item 12 for more information regarding franchise territories.

Except as described in Item 5.B below, the initial franchise fee is uniform and is fully earned when the Franchise Agreement is signed. Once the Franchise Agreement is signed, the initial franchise fee is **non-refundable**, except if we decide that you should not operate a BIGregion in the first six months after signing the Franchise Agreement, we may cancel the Franchise Agreement. If we cancel the Franchise Agreement, we will refund the initial franchise fee if you agree to certain continuing obligations, such as remaining subject to the dispute resolution clause, honoring our trade secrets and confidential information, not infringing on or using our materials, trademarks, system, or BIGway, not violating the covenant against competition, and not hiring our affiliates', our franchisees' employees, or independent contractors for a specific period of time.

Fees for Management Advisory Services

We and our future affiliates can offer you short-term or longer-term management advisory services to help get you set up in your business and/or advise on continuing operations. These products and services are optional. See **Exhibit G** for a sample agreement showing the types of products and services offered and a typical fee structure. These types of products and services and any fees for those products and services are negotiated individually between the franchisee and the BIG™ affiliate. Any fees under these arrangements are non-uniform and non-refundable, unless otherwise negotiated by you and the affiliate(s). *See* Items 1, 6 and 8, and **Exhibit G**.

Training Fee

We will provide initial training and training materials for up to 3 trainees at no extra charge to you. If you have more than 3 people plus yourself in initial training with our trainers, we will charge you a training fee of $500 for each additional trainee. Training fees are uniform and non-refundable. You must pay for all of your trainees' travel, meal and lodging expenses if applicable. We are also offering remote training to limit or avoid travel. See Item 11 for more information on training.

B. Area Development Agreement

Area Development Fee

Depending on availability, you may reserve a specific BIGarea within a defined region for development for up to 30 days before you sign a development agreement by paying us a $2,000 deposit. At the end of 30 days, if you have been diligently working with us, you may make a written request to extend the reservation for an additional 30 days, which we may grant or deny in our sole discretion. The deposit will be credited against the area development fee and is fully refundable in the event you don't sign an Area Development Agreement. See Item 12 for more information regarding development areas.

The area development fee is due on signing of the Area Development Agreement. It is **non-refundable** unless we cancel the first Franchise Agreement under the conditions stated in 5.A., above. In those circumstances, we may also cancel the Area Development Agreement. If we cancel the Area Development Agreement, we will deduct our out-of-pocket expenses, including any broker referral fees, and will refund the area development fee if you agree to certain continuing obligations, such as remaining subject to the dispute resolution clause, honoring our trade secrets and confidential information, not infringing on or using our materials, trademarks, or BIGway and system, not violating the covenant against competition, and not hiring either our, our affiliates', or our other franchisees' employees or independent contractors for a specified period of time.

The Initial Franchise Fee for the first BIG™ franchise location is $10,000. Under the Area Development Agreement program, the Initial Franchise Fee for the second through fifth BIGregion locations is $10,000 each. As consideration for the rights granted in an Area Development Agreement, you must pay us an Area Development Fee of $2,000, representing 20% of the Initial Franchise Fee, for each of the second through fifth BIG™ franchise locations to be developed under this Agreement.

The Development Fee is consideration for the Area Development Agreement and is fully earned by us upon execution of this Agreement and is **non-refundable** except as specified in 5.B. The part of the Initial Franchise Fee that is included in the Development Fee is credited against the Initial Franchise Fee payable upon the signing of each individual Franchise Agreement, which are required for each location.

The Initial Franchise Fee for the first BIG™ franchise location plus the BIGarea Development Fees for additional BIG™ franchises proposed in the Area Development Agreement must be paid at the time of execution of the Area Development Agreement under the payment options described in 5.A.

You must submit a separate application for each BIGregion location to be established by you under the Area Development Agreement. Upon our consent to the site of your BIG, a separate Franchise Agreement must be executed for each such BIGregion, at which time the balance of the Initial Franchise Fee for that BIG™ is due and owing. Such payment represents the appropriate Initial Franchise Fee as described above in Section 5.A and Section 5.B. Upon the execution of each Franchise Agreement, the terms and conditions of the Franchise Agreement control the establishment and operation of such BIGregion.

In 2025, no franchises were granted for less than the standard initial franchise fees as described above except as to certain Founders Club members in consideration of their assistance in developing the concept.

Except for the circumstances described in this Item, we do not refund any initial franchise fee.

ITEM 6 - OTHER FEES

Type of Fee [1]	**Amount**	**Due Date**	**Remarks**
Continuing Franchise Fee	19% of Gross Sales[2]:	Payable upon deposit of Client payments and extracted by BIG	We require electronic payments
Advertising and Promotional Contribution	2% of Gross Sales [2]	Payable upon deposit of Client payments and extracted by BIG	We require electronic payments (see item 11 for more information)
Non-Routine Training Fee [3]	$500 per person plus our out-of-pocket expenses [356]	Before 1st day of the training	Payable only if you send more than 3 People plus the BIGfounder to initial training.
Remedial or follow-up training	$500 per day, plus our out-of-pocket expenses [356]	Before 1st day of the follow-up training	Payable only for trainers sent to your location. We may require you or your Advisor(s) to attend remedial or follow-up training.
Field Assistance	Currently $500 per day, plus our out-of-pocket expenses [5]	Before 1st day of assistance	This fee is for special field assistance that you request.
Management Advisory Services [7]	Variable based on negotiated services	As agreed	See Item 6, Note 7, below. See also Items 1, 5.A., 6 and 8, and Exhibit G
Transfer (Franchise)	20% of our then-current franchise fee	Before Transfer	Payable when the franchise or controlling interest in your business is transferred; no fee if transfer is to a legal entity that you control.
Renewal (Franchise)	50% of our then-current initial franchise fee	On signing of renewal franchise agreement	

Transfer (BIGarea grant)	20% of our then-current franchise fee per undeveloped franchise	Before transfer	Payable only when BIGarea grant or controlling interest in you is transferred; no charge if transfer is to a legal entity that you control.
Replacement manual	Currently up to $200 for replacement of hard copy of manual [5]	When billed	Payable only if you lose a manual.
POS merchant services processing fee [4]	Currently approx. 2.55% per Transaction [6]	When billed	Payable to a 3rd party.
Hardware and software upgrades	Actual cost When incurred	Payable to a 3rd party	You will be required to update your computer hardware and software periodically, at your cost. See Item 11.
Unauthorized service or service fee outside BIGregion	$250 per day if unauthorized service or service is offered for sale or distributed	When incurred	In addition to other remedies available to us.
Interest on past due amounts	Lesser of 1.5% per month or highest rate allowed by law	When billed	If no due date is stated, interest begins to run 30 days after billing.
Late fee	$50	When billed	Assessed on all payments (in any amount) due and payable to us that are not paid by due date, and all reports not received by due date.
Management (on death or disability)	$5,000 per month, plus actual expenses	When billed	Payable for any period that we manage your business on your death or disability. You pay for our out-of-pocket expenses, including airfare, local transportation, hotel, and meals.
Examination or audit	Cost of examination or audit	When billed	Payable only if we find, after an audit, that you have understated or underpaid any amount owed to us by 3% or more for any 3-month period, or if the examination or audit is made necessary by your failure to furnish required information or

			documents to us in a timely manner.
Reimbursements and penalty fees	Will vary under circumstances	When billed	Reimbursements on returned checks, declined wire transfers, charges and similar defaults; penalty fees on those defaults and on unpaid invoices.
Costs and attorneys' fees	Our actual costs	As incurred	Payable if your non-compliance with the Franchise Agreement or Area Development Agreement causes us to incur legal expenses.
Indemnification	Our actual costs	As incurred	You must reimburse us if we are held liable for claims involving the operation of your franchised business.
Liquidated damages	An amount equal to the average monthly continuing franchise fee paid during the 12 months of operation preceding termination, times the lesser of 24 or the number of months remaining in the franchise term	Within 15 days of the date of termination	Payable if your franchise is terminated under Sections 26.1, 26.2 or 26.3. This does not cover any other damages arising from any other violation of the Franchise Agreement.

Notes to Table in Item 6:

Note 1: All fees are imposed by and payable to us, unless otherwise noted. All fees are **non-refundable**, except that we may partially refund transfer fees in our discretion. (see Section 25.2 (c) of Franchise Agreement and Section 14.2 (c) of Area Development Agreement). All fees are uniform, with the exception of fees negotiated under an optional management advisory services contract (See Note 7, below). Your payments to us may be made by the use of pre-authorized electronic transfers from your operating account that we will process when any payment is due, including continuing franchise fees and advertising contributions.

Note 2: "Gross Sales" mean all receipts of your business, including all amounts received on a cash, charge or time basis, and including the value of all products or services received for products or services provided, without reserve or deduction for inability to collect, and including any proceeds from any business interruption or similar insurance applicable to any revenue loss of your business, but excluding: excise, sales and use taxes; gross receipts taxes or similar taxes separately stated to and collected from Clients for transmittal to appropriate taxing authorities; bona fide discounts and refunds to Clients; and receipts from pre-approved vending machines located in your business, except for any amounts representing your share of the receipts. Our current policy on coupons and gift cards is as follows: Coupons generate receipts that are included in "Gross Sales" when they are redeemed by Clients. At that time, the full retail prices of the items sold under the coupons are included in receipts, and the discounts given under the coupons are excluded as bona fide discounts when calculating "Gross Sales." Gift cards generate receipts that are included in "Gross Sales" when they are redeemed by Clients, not when they are sold. We may change this policy on reasonable written notice to you.

Note 3: See Item 11 for more information about initial training. As to all training sessions and annual conferences, you must pay your trainees' and attendees' travel, lodging and meal expenses, and their wages and benefits. Also, as to all training sessions, if our trainers are requested by you or are required to travel to give training, you must pay us our then-current per diem charges for those trainers, and must reimburse us for those trainers' reasonable travel, lodging and meal expenses. We are offering remote training to limit or avoid travel expense.

Note 4: N/A

Note 5: These fees are subject to change, but not so as to unreasonably increase your obligations. For example, we may develop new training courses or annual conference events that may require fees different from those currently charged.

Note 6: Routine field assistance visits are without charge, but we may charge a fee for any field assistance visits or special training visits that are not routine. We assist you over the telephone or by mail or email, rather than by a personal visit, whenever we, in our sole and absolute judgment, consider it to be sufficient.

Note 7: We or our future affiliates can offer you short-term or longer-term management advisory services to help get you set up in your business and/or advise on continuing operations. These products and services are optional for franchisees.

See **Exhibit G** for a sample agreement showing the types of products and services offered and a typical fee structure. These types of products and services and any fees for those products and services are negotiated individually between the franchisee and the BIG™ affiliate. Any fees under these arrangements are non-uniform and non-refundable, unless otherwise negotiated by you and the affiliate(s). See Items 1, 5.A., 6 and 8, and Exhibit G.

ITEM 7 - ESTIMATED INITIAL INVESTMENT

Type of Expenditure [1]	Amount (Lower Estimate) [2]	Amount (Higher) [2]	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee [3]	$2,000	$10,000	As agreed	On signing, as revenue is received until paid in full	Us
Travel, lodging and meals for initial training (per person)	$1,300	$3,700	As agreed	As incurred	Third party
Networking Memberships	$2,000	$4,500	As agreed	As incurred	Landlord
Software and Computers for first year [8]	$100	$2,000	As agreed	As incurred	Third party
Initial Marketing Materials	$500	$3,000	As agreed	As incurred	Third party
Professional Fees[9]	$1,000	$2,800	As agreed	As incurred	Third party
Office Supplies	$250	$1,500	As agreed	As incurred	Third party
Business Licenses, Permits, etc. [10]	$50	$250	As agreed	As incurred	Third party
Insurance Premiums for 1st year [11]	$1,000	$2,000	As agreed	As incurred	Third party
Additional Funds for the First 3 Months [14]	$1,000	$3,000	As agreed	As incurred	Third party
TOTAL ESTIMATED	$9,200	$32,750			

INITIAL INVESTMENT [15]					
Area Development Fee ($10,000 per location, assuming 2-4 locations beyond first location) [17]	$4,000	$50,000	As agreed	On signing, and as revenue is received until paid in full	Us
TOTAL ESTIMATED INITIAL INVESTMENT [17]	$11,200	$72,750			

<u>Notes to Table in Item 7</u>:

Note 1: Unless otherwise stated in Item 5 or 6, or as otherwise negotiated with 3rd party suppliers, these expenses are **non-refundable**. See Item 10 for information on financing.

Note 2: These amounts are estimates only, showing both a lower and a higher range of the amounts you should expect to invest initially to open your business.

Note 3: This shows the range or possible fees when considering potential payment terms. See Item 5 for more information on the initial franchise fee and the area development fee.

Note 4: N/A

Note 5: Estimate based on cost of living variance by location. Conditions may vary.

Note 6: Estimate based on cost of living variance by location. Conditions may vary.

Note 7: Estimate based on cost of living variance by location. Conditions may vary.

Note 8: N/A

Note 9: You may elect to have an attorney review the FDD and have an accountant set up your books.

Note 10: You may decide to hold the franchise and/or BIGarea grant interest in a legal entity, and to transfer the franchise and/or BIGarea grant to a legal entity formed before beginning operations. Regardless of the ownership of the franchise, you may have to comply with the fictitious, assumed, or trade name laws of the state in which your business is located.

Note 11: See Item 8 for additional information on insurance.

Note 12: N/A

Note 13: N/A

Note 14: You may need these additional funds to operate your business during its 3-month initial period to cover operating expenses that are in excess of typical start-up revenues. You may need additional funds at or near the higher estimate, or even exceeding the higher estimate, especially if you decide to open a location that is larger than a typical BIG™ franchise location or decide to lease and build out an office space.

Note 15: We have relied on management and operations experience in the professional service businesses of BIG™ employees, Advisors, and consultants, collectively, to compile these estimates. You should review these figures carefully with a business advisor, and should speak to existing franchisees, before making any decision to purchase the franchise.

Note 16: N/A

Note 17: You must agree to develop between 2 and 5 BIG™ franchise locations when you sign an Area Development Agreement, and we generally will not grant the right to develop more locations under a single area development grant. However, in our sole discretion, under some circumstances, we may grant you the right to develop more than 5 BIG™ franchise locations. Total estimated additional initial investment assumes you build from 2 to 4 BIG™ franchise locations beyond the first required location.

ITEM 8 - RESTRICTIONS ON SOURCES OF SERVICES

Except as described below, we do not require you to purchase or lease goods, services, supplies, fixtures, equipment, inventory, or real estate for your business from us or any approved supplier. However, as your Clients needs arise, we require you to offer them the services of approved Professional Services Partners to do work on their businesses. This includes but is not limited to: legal, tax, marketing, accounting, payroll, web development, etc.

A. Franchise Agreement

Approved Professional Services Partners (PSP's)

You must adise your Clients, as their need for these services arise, to purchase certain services from our approved PSP's as defined in our manuals. PSP's may be designated an exclusive or non-exclusive approved supplier of one or more services in the future.

We maintain a list of approved PSP's in our manuals. We may modify this list on reasonable written notice to you. We may approve a single PSP for any service and may approve a PSP only as to a certain products or services. We will grant or revoke approvals of PSP's on reasonable written notice based on our criteria for approving PSP's, via inspections and performance reviews. We will provide you with our criteria for PSP approval on written request. You may request in writing our approval of additional PSP's. We will provide you with written notification of the approval or disapproval of any PSP you propose within 30 days after receipt of your request.

Revenue to Us

We intend to make a reasonable profit from franchisee purchases of approved products and services and our future affiliates may as well. This profit will be shared with the BIGregion that utilized the PSP services. BIG™ will retain 19% of any PSP rider fee attached to the services provided.

We may receive a rebate, fee, or other compensation from approved PSP's.

We or a future affiliate may serve as a distributor and/or reseller of certain equipment and supplies (ie: trade show equipment) meeting our specifications from certain manufacturers or suppliers, and intend to make a reasonable profit from franchisee purchases of such approved equipment and supplies.

We intend to make a reasonable profit from franchisees that elect to negotiate and enter into separate, optional contracts for management advisory services. *See* Items 1, 5.A., 6 and 8, and **Exhibit G**.

We may provide material benefits to you based on your purchase of particular products or services or your use of particular designated or approved PSP. For instance, if you purchase services through one or more of our approved PSP's, you may be eligible to receive any benefits we have negotiated with such supplier(s) as of that time (*e.g.*, regular or promotional discounts on certain services, free shipping or delivery, etc.). We do not discriminate against you based on your use of any particular approved supplier.

In 2025, franchisor did not receive any revenue of the types described above, and had no affiliates to receive any revenue of the types described above.

Standards and Specifications

We provide standards and specifications for the operation and management of a location, the cost of which is included in Franchise Fees. On an ongoing basis we provide a confidential Operations Manual which outlines standard for operations. The standards and specifications will be provided on a confidential basis after execution of a Franchise Agreement. Among those standards are advising SOP's and KPI's, documentation, management practices, brand representation, etc.

We also provide standards for use of our Trademark and/or logo.

Software and Supplies

You must utilize certain software and supplies meeting our specifications in order to use our experience in the business and to provide proper initial planning, training, operation and record keeping. You must purchase or lease computer hardware as described in Item 11. The initial software and supplies must meet our specifications are identified in our manuals.

Brand Alterations

You must abide by our requirements on alterations, upgrading or other improvements to the BIG™ brand to achieve the strategic marketing goals of the BIGway and system. The requirements will not exceed those applicable to new franchised and company-owned locations; and will not generally occur more frequently than every 5 years. You will be responsible for the cost of changes or additions.

Insurance

You must obtain and maintain insurance, at your expense, as we require, in addition to any other insurance required by applicable law, your landlord, lender or otherwise. We may periodically change the amounts of coverage required under the insurance policies and require different or additional kinds of insurance, including excess liability insurance, to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, or other relevant changes in circumstances, if the changes apply to all franchised BIG™ franchise locations. Your insurance must be written by insurance companies reasonably satisfactory to us with Best's ratings of "A" or better, and currently must include at a minimum:

- Workers' Compensation Insurance as required by the law of the state or jurisdiction in which you are engaged in business with limits of at least $1,000,000 per accident, disease, and policy. This insurance must be maintained for trainees, as well as for those employed or engaged in the operation of each BIG™ franchise location including 1099 contractors.

- Comprehensive General Liability Insurance with limits of at least $1,000,000 per occurrence (and $2,000,000 aggregate).

- Professional Liability Insurance (also known as Errors and Omissions) with limits of at least $1,000,000 per occurrence.

- Such Insurance and types of coverage as may be required by a landlord or by the terms of any lease for the premises of your business or by the municipality, county, state or other local jurisdiction in which your BIG™ franchise location is located.

We recommend, but do not require:

- Crime Insurance for employee dishonesty with at least a $10,000 combined single limit.

- Employment Practices Liability Insurance (EPLI) with a limit of at least $100,000 per occurrence.

- Cyber Liability Insurance with third party coverage with a limit of at least $100,000 per occurrence and first party coverage with a limit of at least $100,000 and breach response costs.

Each insurance policy, except the workers' compensation and employment practices liability insurance policies, must name us and entities and persons affiliated with us as additional insureds.

At least 10 days before you open your business or begin any consulting/advising, you must furnish us with certificates of insurance issued by insurance companies showing compliance with our insurance requirements and paid receipts showing the certificate numbers. Each certificate of insurance must include a statement by the insurance company that the policy will not be canceled, subject to non-renewal or materially altered without at least 30 days' written notice to us. On an annual basis, you must send us then-current certificates of insurance and paid receipts showing the certificate numbers. On our request, you must provide us with copies of your insurance policies and proof of payment for the policies.

<u>Modifications of Specifications</u>

Specifications that we have formulated for equipment and supplies are in our manuals. We may modify these specifications on reasonable written notice to you. We will consider your written request for a modification of a specification, if you explain the reason for the requested modification (or for the approval of any equipment or supply we have not previously approved) and provide us with sufficient technical data to enable us to evaluate your request. We will provide you with notification of approval or disapproval within 30 days after receipt of your request. We will approve a request if we determine that a modified specification is appropriate or that any equipment or supply meets our specifications then in effect. We may perform tests to determine if any equipment or supply meets our specifications. We reserve the right to charge you a fee to cover our out-of-pocket expenses, plus our then-current per diem charges for our personnel, for any required testing or inspection.

Any signs, logos, emblems or pictorial materials used for your business must meet our specifications. Also, at least 1 exterior sign of stated design and size, if permitted by local sign ordinances, must be used for the premises.

See Item 11 for specifications on computer systems and advertising.

<u>Magnitude of Required Purchases or Leases</u>

We estimate that the following purchases and leases of products and services will represent the following percentages of your total purchases and leases of products and services to establish and operate your BIG™ franchise location:

	% of Total to Establish	% of Total to Operate
Purchases/leases from us (initial franchise fee)	0%	0%
Purchases/leases from approved suppliers	0%	0%
Purchases/leases under our specifications	0%	0%

At this time, we have no purchasing or distribution cooperatives. In the future, however, we may establish cooperatives and require you to participate in them.

B. Area Development Agreement

You may be required to purchase or lease certain products and services under the Franchise Agreement signed for each BIG™ franchise location developed under an Area Development Agreement. As an area developer, however, you are not otherwise obligated to purchase or lease any service or service from us or any approved supplier.

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 about your obligations in these agreements and in other items of this disclosure document.

Obligation	**Section In Franchise or Other Agreement**	**Section In Area Development or Other Agreement**	**Disclosure Document Item**
(a) Site selection and acquisition / lease	5	8	5, 7, 8, 11
(b) Pre-opening purchases / leases	5, 3, 5.6, 14, 15, 17	Not applicable	5, 7, 8, 11
(c) Site development and other pre-opening requirements	5, 15	7, 8	5, 7, 8, 11
(d) Initial and ongoing training	11	Not applicable	5, 6, 8, 11
(e) Opening	5	7	7, 8, 11
(f) Fees	9, 10.3, 11, 13.7, 14.6, 16, 21.3, 22.1, 25.2, 26.4, 27.4	5, 6	5, 6, 7
(g) Compliance with standards and policies and confidential Operations Manual	1, 12, 14	8.1	8, 11, 14
(h) Trademarks and proprietary information	19, 20	Recital B, 11	13, 14
(i) Restrictions on products / services offered	7	None	8, 11, 16
(j) Warranty and Client service requirements	Not applicable	Not applicable	Not applicable
(k) Territorial development and sales quotas	16.7	Not applicable	12
(l) Ongoing service / service purchases	5.2, 14	Not applicable	6, 8
(m) Maintenance / appearance / remodeling requirements	15	Not applicable	6, 7, 8
(n) Insurance	17	Not applicable	6, 7, 8
(o) Advertising	16	Not applicable	6, 7, 8, 11

(p) Indemnification	24	13	6, 8
(q) Owner's participation / management / staffing	4	4	6, 15
(r) Records and reports	13	7.3	8
(s) Inspections and audits	13.6, 22	Not applicable	6, 8, 11
(t) Transfer	25, 26.2	14	6, 17
(u) Renewal	3.2	2.2	6, 17
(v) Post-termination obligations	27	16	17
(w) Non-competition covenants	21	11.2	17
(x) Dispute resolution	29.6, 32	21	6, 17
(y) Transfer to us of telephone numbers and listings, and email addresses, domain names and comparable electronic identities	16, Attachment 2	Not applicable	11, 13
(z) Incentive or convenience programs	8	Not applicable	8, 11
(aa) Owners / shareholders guaranty	Attachment 5	Attachment 4	15

ITEM 10 - FINANCING

Neither we nor any affiliate offers direct or indirect financing or guarantees your notes, leases or obligations.

ITEM 11 - FRANCHISOR ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, TRAINING

A. Franchise Agreement

Except as listed below, we are not required to provide you with any assistance.

Before you open your business, we will provide you with:

(1) Initial materials for establishing a BIG™ franchised business (Section 10.1(a)). Currently, the initial materials include checklists, advising materials, tech stack, qualified leads, lead sources, lead generating practices, itemized SWOT team products and services, networking pitches, and an approved PSP list.

(2) Initial training for you and up to 3 of your Senior Project Advisor's (SPA's). (Sections 10.1(c) and 11). (See "Training" below).

(3) One set of our manuals as well as a flash drive copy of, and Intranet access to, our manuals. (Sections 10.1(c) and 10.1(i)) (See "Manuals" below).

(4) Specifications for equipment, supplies and services to be used under the BIGway and system (Sections 10.1(e) and 14).

(5) Samples of initial advertising and marketing materials (Section 10.1(f)).

(6) Design and sign specifications, assistance with BIGregion planning, and a preliminary go-to-market strategy (Sections 5.2 and 15).

(7) N/A

(8) Advice regarding additional hiring, training, and set-up (Section 10.1(j)).

(9) Guidance in organizing your business (Section 10.1(k)).

(10) Our standard pricing schedule for products and services. We encourage you to charge the prices in the standard pricing schedule as it is revised periodically, but you will have the right to sell your products and services at any prices you determine, except to the extent that we exercise our right to establish maximum/minimum prices or limitations for any products and services during advertising promotions. (Sections 8.1 and 10.1(b)). (11) Optional management advisory services are available to franchisees who choose to pay for such products and services. See Item 6, Note 7, above. *See also* Items 1, 5.A., 6 and 8, and **Exhibit G**.

During the operation of your business, we will:

(1) Provide reviews and analyses of your operations (Section 10.1(l)).

(2) At our option, offer annual regional or national conferences designed to encourage the exchange of information and new ideas between us and our franchisees. You may be required to pay us fees for these conferences based on our out-of-pocket costs to hold the conferences (Sections 10.1(b) and 11.2(c)).

(3) Distribute to you reports of improvements in administrative, bookkeeping, accounting, marketing and other operating procedures, as they are developed (Section 10.1(g)).

(4) Update our manuals to incorporate improvements and new developments in the BIGway and system, including improvements in products and services you offer to your Clients. These revisions may be made at any time (Section 12.2).

(5) Provide periodic telephone and electronic mail assistance on daily operations, marketing, advertising, financial management and other operating issues that you encounter (Section 10.1(h)).

(6) Make available to you initial training of replacement Advisors. You must pay us fees for this training only if we provide replacement Advisor training to you at a location other than via online (Sections 10.1(c) and 11.2(b)).

(7) Make reasonable efforts to negotiate, enter into, and maintain, through volume purchasing, PSP contracts for supplies and services that we make available for your purchase (Section 14.3).

(8) Review proposed supplies or service contracts to determine if they meet specifications under the BIGway and system (Section 14.2).

(9) Administer a system-wide Advertising and Promotional Fund. (Section 16.2) (See "Advertising and Promotional Fund" below).

(10) At our option, provide Intranet access to our manuals, franchisee resources and company news (Section 10.1(m)).

(11) Maintain a website, and provide you with a standard listing on our website in accordance with our manuals (Section 10.3). (You may not establish your own website.)

(12) Software access logins and service payments for BIG's tech stack in accordance with our manuals. (You must use the approved tech stack for business operations. You can not establish your own without permission in writing from BIG.)

Advertising and Promotional Fund

You must contribute 2% of your Gross Sales to an Advertising and Promotion Fund ("fund"). All franchised businesses will contribute on an equal basis to the fund.

The fund primarily will be used for media development, public relations and advertising that generally will be placed in regional media, social media, digital media, and other lead generation efforts. We may use an independent advertising agency to prepare marketing materials.

We will administer the fund and, on your written request, make an annual unaudited financial statement available for your review about 90 days after fiscal year end. Other than reimbursement for reasonable costs and overhead incurred in activities for the administration or direction of the fund, neither we nor any affiliate will receive any payment for providing products or services to the fund. We will not use the fund to solicit prospective franchisees. If we spend more than the contributions accumulated in the fund during any fiscal year, we may receive, on demand, reimbursement in later years to the extent of the excess expenditure.

We will not be required to spend any amount from the fund on advertising or promotions in your specific area. If any contributions to the fund, including any associated earnings, are not spent in the fiscal year in which they accrue, they will remain in the fund for use in following years. We may terminate the fund at any time, but we will not do so until all monies in the fund have been spent for the purposes described in the Franchise Agreement or returned to contributors on a prorated basis. If we terminate the fund, we may later re-instate the fund at any time. As of 2025, no contributions have been paid to the fund.

Franchisee Advertising Council

We may form an advertising council of franchisees. The council will advise us on advertising and promotional policies. Franchisees will elect some or all of the members of the council. The council will serve in an advisory capacity only and have no operational or decision-making power and we will have the right to change or dissolve the council.

Local Advertising

You must submit to us, for our approval, all media and materials you will use for advertising, unless the media and/or materials have been approved before or unless we provided the materials. All materials containing our proprietary marks must include the designation we specify. If you do not receive written approval of any materials submitted within 15 days from the date we receive the materials, the materials are not approved. We may require you to withdraw and/or discontinue the use of any promotional material or advertising, even if previously approved. We must make this requirement in writing, and you will have 5 days after receipt of our notice to withdraw and/or discontinue use of the materials or advertising.

You must include in any significant display advertisements and in marketing materials for your BIG™ franchise location, in conformance with standards in our manuals, a notice that your business and/or location is individually owned and operated. Subject to any legal restrictions, you also must display or make available in the BIG™ franchise location marketing materials that we provide to you about the purchase of BIG™ franchises, but you have no responsibility or authority to act for us in franchise sales.

You may not solicit business outside your territory through the use of a toll-free number, direct mail, a website, electronic communications, or other advertising methods without our prior written approval.

You may have as many telephone numbers and telephone directory listings for your business as you choose, and we will assign "BIGadvisors.com" email addresses for your franchised business and all SPA's ("listings"). We will own all rights to the listings, and you must transfer them to us on the expiration, termination, repurchase or transfer of the franchise. You must sign an authorization that grants us the right to change, transfer, or terminate your listings on your behalf on expiration, termination, repurchase or transfer of the franchise (see Attachment 2 to the Franchise Agreement).

On our primary website, we will provide you with a standard listing for your business in accordance with our manuals. You may not establish your own website to promote your business.

Incentive or Convenience Programs

Because Client incentive or convenience programs may be effective methods to spur Client visits, you must participate in any incentive or convenience or Client-focused programs that we may periodically establish (including the BIGboard ongoing advising service). You must follow our standards and specifications for the programs as described in our manuals or otherwise in writing.

Computer Hardware and Software

You must purchase and use computer hardware and software that we specify. BIG's corporate-approved Tech Stack is standardized around the comprehensive GOOGLE WORKSPACE, ensuring seamless communication, data security, and operational consistency across all regions. This unified platform provides the essential tools required for both high-level advising and efficient administrative function, minimizing tech overhead and complexity for the BIGfounders while keeping technology costs low.

The Tech Stack includes standard tools vital for a distributed service business: GMAIL as the email core, MEET for virtual collaboration and sales meetings as well as monthly BIGboards, CHAT for team messaging, DRIVE for document and image storage, DOCS for word processing, SHEETS for spreadsheet and dashboard creation, SLIDES for presentations such as BIGshows, KEEP for note taking and tracking, GEMINI for generative A.I. research, TASKS for project management, and CALENDAR for all scheduling needs.

In addition to Google Workspace, BIG's Tech Stack also includes CANVA for graphic design, editing of BIGplans, and creation of other branded materials, as well as COPPER as our CRM (which integrates seamlessly with Google Workspace) to manage the leads pipeline, and ensure accountability is maintained throughout the sales process.We have established these specifications for all new BIG™ franchise locations, based on our research into currently available technology.

You may purchase any necessary installation and training for required software from suppliers of your choosing. You may purchase a 1-year warranty, where available. You may periodically upgrade or replace the software, and may install and regularly update anti-virus, anti-malware and any other protective software as we specify, and ensure that such protective software is active at all times. There are no contractual limitations on the frequency or cost of this option.

We may assist you in obtaining computer hardware, software and related products and services, but we are not obligated to do so. We are not required to provide you with updates and support for any software, but we may provide you with mandatory and non-mandatory templates designed to be used with the software used in the operation of your business. In our sole discretion, in the future, we may provide you with proprietary software for reasonable fees.

Unless we expressly provide otherwise in writing, we do not warranty any required computer hardware or software, and we disclaim all implied warranties to the extent permitted by law. Neither we nor any affiliate is obligated to provide ongoing maintenance, repairs, upgrades or updates to any component of your computer system. You should determine for yourself whether or not any 3rd party supplier from whom you purchase any component of your computer system is obligated to provide ongoing maintenance, repairs, upgrades or updates to any component of your computer system, and determine the additional cost for the products and services.

Manuals

As of the date of this disclosure document, our confidential Operations Manual covered the following subjects:

- Introduction
- Burning Issues Group (BIG) = Industry's BEST Advising
- Testimonials
- BIGterms
- BIG-5
- A.D.V.I.S.O.R.

- BIGcentral & BIGfounders
- BIGway Illustration
- Strategic Local Lead Generation
- Professional Services Partners
- BIGcheck360
- Advising Process
- BIGboard
- Commissions
- Setting Goals
- BIGsuite Tech Stack
- Company Culture
- Interviewing Tactics
- Overcoming Objections
- Client Agreements
- Contact Information

The Operations Manual contains both mandatory standards, specifications, policies and procedures, and non-mandatory guidelines and recommendations, for the development and operation of your business.

Training

You will receive the following initial training before and during the opening of your new BIG™ business:

TRAINING PROGRAM

Subject	**Number of Hours**	**Number of Hours**	**Location**
	Classroom	**On-The-Job**	
Operations			
BIG™ Business Model	2	10	
Employee/Operations Manual Review	2		
Training Your Team	2	20	
Tech Stack	2		
Operations Review	2		

Franchise Support Services	2		
Sales and Marketing			
Sales/Marketing Manual review	2		
Building Local Networking Group	2	10	
Bookkeeping/HR/Admin.	4		
TOTAL	20	40	

The hours devoted to each subject are estimates only and may vary substantially based on how quickly trainees grasp the material, their prior experience with the subject, and scheduling. Additional on-the-job training will be conducted at your location before and during the opening of your BIG™ franchise location.

Our current instructors have 10+ years of experience with the subject matter. We will use our manuals as the basis for instruction.

If you are an individual, you and your original team must attend and successfully complete initial training to our satisfaction. If you are a legal entity, your managing shareholder, partner or member and your original Advisor must attend and successfully complete initial training to our satisfaction.

Initial training currently consists of the following: an initial session of up to 2 weeks of classroom and on-the-job training before (if possible) or on the opening of your BIG™ franchise location.

You or your trained original Advisor must train your other independent contractors before the opening and during the operation of your business. We will not charge you for initial training unless you send more than 3 people in addition to yourself (see Item 6), but you must arrange for your trainees' travel, lodging and meal expenses, and their wages and benefits, during training.

Each year at our option, we may schedule a regional or **national conference**. You (or your managing shareholder, partner, or member) must attend this conference. The focus of the conference generally will be discussion and review of new business and marketing trends and methods. At our option, we may charge you a proportionate share of our out-of-pocket costs for each annual conference.

You (or your managing shareholder, partner, or member) and/or any previously trained Advisor must attend any refresher or follow-up training that we designate. We will not charge you for this training, but you must pay your trainees' travel, lodging and meal expenses, and their wages and benefits, during training (see Item 6).

Training for replacement Advisors is required and provided on the same terms as the initial training provided for you, except that there will not be a fee for the training if it occurs online (see Item 6). Training for transferees of the franchised business will be required and provided on the same terms as the initial training provided for you. Training for replacement Advisors and transferees will occur at a time we schedule on a space-available basis, and may not be available immediately after the replacement Advisor is hired or the transferee assumes control.

Opening of Business

You must begin operations of the business, a BIG™ franchise location within 3 months after signing your Franchise Agreement. However, if you are delayed from opening within 3 months, you must provide us with a written request to extend the time. Your request must state: (1) that a delay is anticipated; (2) the reasons that caused the delay; (3) the efforts that you are making to proceed with opening; and (4) an anticipated date on which you will open. In considering the request, we will not unreasonably withhold our consent to a delay, up to a maximum of 30 days, if you have been diligently pursuing opening. If, for any reason you do not open within 3 months or any additional time to which we have consented, we may terminate your franchise.

The typical length of time between the signing of a Franchise Agreement and the opening of a business is 1 to 2 months, subject to our training schedule availability. Factors that may affect this time include your ability to obtain business licenses and permits and when you complete initial training.

B. Area Development Agreement

Our Obligations

If you comply with the terms of your Area Development Agreement, we may not franchise or license others, or ourselves directly or indirectly develop, own, lease, construct or operate, any BIG™ franchise locations in the geographic area covered by your BIGarea grant.

You will open each BIG™ franchise location under an individual Franchise Agreement. Therefore, we have no pre-opening, training, opening or post-opening obligations under an Area Development Agreement.

Area and Site Selection

We and you will agree on an area as described in Item 12 of this disclosure document. If we and you cannot agree on an area, we will not enter into an Area Development Agreement with you.

ITEM 12 - TERRITORY

A. Franchise Agreement

For each BIG™ franchise we grant to you a protected territory ("BIGregion"). A protected Territory or BIGregion generally will be defined by 5-digit ZIP codes, county or city boundaries, a radius, or fixed geographical boundaries such as rivers, streets or highways, or (particularly with respect to BIGregions), by concepts such as "Metropolitan Statistical Areas," "Core Based Statistical Areas." We will generally identify the protected Territory by attaching a map to the Franchise Agreement.

Protected Territories generally contain an approximate population, as follows:

Approx. Population in a BIGregion	2,500,000 - 4,000,000

A downtown or dense suburban BIGregion may be based on the level and concentration of commercial activity in an area, rather than on the population in a territory. We will determine the population or commercial activity in an area by using information from the most recent census tracts available from the U.S. Census Bureau or from other sources. Although we generally consider population to be a primary factor in determining a territory, we reserve the right to define and assign BIGregions, in our sole discretion, based on one or a combination of factors including, but not limited to, population, commercial activity, number of households, geographic proximity, concentration of labor force, transportation or commuting patterns, and natural or political boundaries.

Your protected BIGregion gives you rights not to have another BIG™ franchise operate within the geographic area designated as your BIGregion.

We reserve the right to amend our BIGregion coordination rules at any time upon written notice.

Depending on availability, you may reserve a specific Territory for your franchise location for up to 30 days before you sign a Franchise Agreement by paying us a $2,000 deposit. At the end of 30 days, if you have been diligently working with us, you may make a written request to extend the reservation for an additional 30 days, which we may grant or deny in our sole discretion. The deposit will be credited against the initial franchise fee and is fully refundable in the event you don't sign a Franchise Agreement. See Item 5 for more information regarding fees.

Your territorial rights restrict us from establishing, operating, or granting any person other than you the right to establish or operate a traditional BIG™ franchise location within your BIGregion.

We and our affiliates, designees, and assignees may, without offering you the right to participate: (a) establish and operate, and grant others the right to establish and operate, BIG™ businesses at places anywhere outside your BIGregion, including locations near your BIGregion's boundaries; (b) in or outside your BIGregion, offer products and services that are the same as the products and services offered by BIG™ franchisees, or different products of services using different trademarks; (c) acquire and continue to operate, directly or indirectly, any business operating under different trademarks in or outside your BIGregion; (d) acquire and retain, directly or indirectly, the rights and obligations of any franchisor or licensor of any business operating under different trademarks in or outside your BIGregion; (e) in or outside your BIGregion, acquire (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction) or establish and promote other franchise systems involving different products and services using different trademarks, and establish company-owned or franchised outlets for those systems; (f) be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by any other person, including a competing business, even if such person operates, franchises and/or licenses businesses in close proximity to your BIGregion; and/or (g) engage in other activities not prohibited by the Franchise Agreement.

We currently do not franchise, and do not have any plans to franchise businesses under different trademarks, where the businesses sell similar or different products and services.

During the term of the franchise, your BIGregion may not be modified except by a written agreement between you and us. On renewal or transfer of your franchise, the BIGregion may be modified. Depending on the then-current demographics of the Territory or BIGregion, and on our then-current standards for defining such BIGregions, if your existing BIGregion is larger than our then-current standard BIGregion, we may require you or the transferee to accept a smaller renewal or transfer Territory or BIGregion.

The protected BIGregion is not dependent on the achievement of any stated sales volume or market penetration. As a single-unit franchisee, you do not receive the automatic right to acquire additional franchises.

B. Area Development Agreement

We grant you an area that is based, in part, on population density and market demand for BIG™ franchise location products and services. The area generally will be defined by 5-digit ZIP codes, county or city boundaries, or fixed geographical boundaries such as rivers, streets or highways, and will contain between 2,500,000 and 4,000,000 population per BIGregion (your "Development Area").

You must develop BIGregions in your Development Area (BIGarea) according to a development schedule. This development schedule normally requires that you open 1 BIG™ franchise location every 6 to 8 months. You must be in compliance with all previously executed Franchise Agreements for BIG™ franchise locations in order to be eligible to open a new BIGregion. If you do not comply with the development schedule, or if any of your franchises are terminated for any reason, we may do any or all of the following: (a) to terminate the Development BIGarea grant; (b) to terminate your BIGarea protection; or (c) to reduce the size of the BIGarea. We do not generally grant a right of first refusal to obtain additional BIGarea(s).

Depending on availability, you may reserve a specific BIGarea for development for up to 30 days before you sign an Area Development Agreement by paying us a $2,000 deposit. At the end of 30 days, if you have been diligently working with us, you may make a written request to extend the reservation for an additional 30 days, which we may grant or deny in our sole discretion. The deposit will be credited against the initial franchise fee and is fully refundable in the event you don't sign an Area Development Agreement. See Item 5 for more information regarding fees.

Your Development Area rights restrict us from establishing, operating, or granting any person other than you the right to establish or operate, traditional BIG™ franchise locations within your BIGarea, except as provided in your Franchise Agreement.

We and our affiliates, designees, and assignees may, without offering you the right to participate: (a) establish and operate, and grant others the right to establish and operate, BIGregions at places anywhere outside your BIGarea, including locations near your BIGarea's boundaries; (b) in or outside your BIGarea, offer products and services that are the same as the products and products and services offered by BIG™ franchisees, or different products and services, using different trademarks; (c) acquire and continue to operate, directly or indirectly, any business operating under different trademarks in or outside your BIGarea; (d) acquire and retain, directly or indirectly, the rights and obligations of any franchisor or licensor of any business operating under different trademarks in or outside your BIGarea; (e) in or outside your BIGarea, acquire (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction) or establish and promote other franchise systems involving different products or services using different trademarks, and establish company-owned or franchised outlets for those systems; (f) be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by any other person, including a competing business, even if such person operates, franchises and/or licenses businesses in close proximity to your BIGarea; and/or (g) engage in other activities not prohibited by the Area Development Agreement.

We currently do not franchise, and do not have any plans to franchise businesses under different trademarks, where the businesses sell similar or different products and services.

ITEM 13 - TRADEMARKS

A. Franchise Agreement

We grant you the non-exclusive right and obligation to use the trademark, service mark and trade name BURNING ISSUES GROUP™, and other trademarks, service marks, trade names, logos, trade dresses, and commercial symbols (collectively, "trademarks") that we make available to you, for providing products and services under the BIGway and system at your business. You may not use any of our trademarks as part of any legal entity name, website address, email address, domain name or other identification in any print, electronic or other medium, or with any prefix, suffix or other modifying word, term, symbol or design. You may not use any of our trademarks or advertise your franchise on or in your vehicles. You may not use our trademarks for the sale of unauthorized products or services or in any manner we have not authorized in writing. All rights in and good will from the use of our trademarks accrue solely to us.

Federal Registrations

Mark	**Registration Date**	**Registration Number**	**Register**	**Type**
- BIG - Burning Issues Group™ (Combination of wording and a design)	Pending	99573972	Principal	Service Mark
- Burning Platform Issues	Not Yet Submitted	N/A	Principal	Service Mark
- Matchstick (with BIG inside)	Not Yet Submitted	N/A	Principal	Service Mark

We have filed, and intend to continue to file, all required renewal applications and affidavits for the trademarks.

Determinations

There are no currently effective material determinations of the USPTO, any Trademark Trial and Appeal Board, any state trademark administrator or any court, nor are there any pending interference, infringement, opposition or cancellation proceedings or material litigation, involving any of the trademarks in any manner that is material to the franchised business. There are no decided infringement, cancellation or opposition proceedings in which we unsuccessfully fought to prevent registration of another trademark to protect the trademark.

Agreements

There are no agreements currently in effect that significantly limit our rights to use or to license the use by franchisees of the trademarks in any manner that is material to the franchised business.

Protection of Rights

We will control any administrative proceedings or litigation involving the trademarks. You must notify us promptly of any use by any person or legal entity other than us or our franchisees, of any of our trademarks or any variation of any of our trademarks. We will decide the actions to be taken against the use of any of our trademarks by any persons or legal entities other than us or our franchisees. Our current intent is to take strong and progressive actions (that may include bringing litigation) against that use. Any actions that we take will be at our expense.

You must notify us promptly of any litigation brought against you involving any of our trademarks, and you must deliver to us copies of any documents for the litigation that we request. We will decide whether to settle or defend any trademark litigation brought against you. If we decide to take either action, we will do so at our expense, but you must cooperate with us. If the defense does not involve issues concerning the operation of your franchise, we will reimburse you for your out-of-pocket costs. If we decide not to defend or settle any trademark litigation brought against you, you must defend or settle the litigation at your expense.

Because your telephone listings, email addresses and domain names ("listings") will be associated with 1 or more of our trademarks, we will own all rights to the listings, and all goodwill generated from the use of the listings will inure to our benefit. See Items 9 and 11.

We may acquire or develop additional trademarks, and may use those trademarks ourselves, make those trademarks available for use by you and other BIG™ franchise locations, or make those trademarks available for use by other persons or entities. You may not directly or indirectly contest our rights in our trademarks.

Indemnification of You

We will indemnify you to the extent that litigation involves defending against infringement or unfair competition if you are using our trademarks in accordance with the Franchise Agreement and our manuals, you allow us sole control of the defense and settlement of any claim and if you give us notice of a claim within 30 days after you learn about the claim.

Modification of Trademarks

We may require you to modify or use a substitute for any trademark. If we do, you must pay your cost of compliance. We will allow you sufficient time to make the change in a cost-effective matter. We also may require you to use and display a notice in a form we approve that you are a franchisee under the BIGway and system using the trademarks under a Franchise Agreement.

Superior Prior Rights or Infringing Uses

We do not know of any superior prior rights or infringing uses that could materially affect your use of the Marks.

B. Area Development Agreement

You will not have the right to use our trademarks under an Area Development Agreement. Your rights to use our trademarks are derived solely from the Franchise Agreements entered into for the operation of individual BIG™ franchise locations.

ITEM 14 - INTELLECTUAL PROPERTY AND PROPRIETARY INFORMATION

A. Franchise Agreement

Patents

No patents are material to the franchise.

Copyrights

We have not registered any copyrights with the United States Copyright Office (Library of Congress), but various marketing, sales, training, management and other materials that we have created are and will be protected under the U.S. Copyright Act and other laws, whether or not we have obtained registrations. You may use these copyrighted materials during the term of the franchise, in a manner consistent with our ownership rights, solely for the purpose of promoting your franchised business.

There are no currently effective determinations of the U.S. Copyright Office (Library of Congress) or any court, nor are there any pending infringement, opposition or cancellation proceedings or material litigation, involving the copyrighted materials that are relevant to their use by our franchisees.

There are no agreements currently in effect that significantly limit our right to use or license the use of our copyrighted materials in any manner material to the franchise. All of the provisions in Item 13 under the heading "Protection of Rights" also apply to copyrights; provided, however, that you must modify or discontinue use of any subject matter covered by a copyright if directed by us.

We do not know of any superior rights in or any infringing uses of our copyrighted materials that could materially affect your use of the copyrighted materials.

Proprietary Information

We have a confidential Operations Manual that is proprietary and subject to copyright protections, that contains both mandatory standards and specifications, and non-mandatory guidelines and recommendations, for the development and operation of your business. Item 11 describes the confidential Operations Manual. We also have other proprietary, copyrighted and confidential materials and service recipes, and may develop additional manuals, materials and service recipes, for the operation of your business. All confidential manuals, materials and service recipes provided to you are for your exclusive use during the term of the franchise, and may not be reproduced, copied, loaned to, used by or shown to any person outside the BIGway and system without our permission.

You must have each employee or independent contractor sign an agreement before you grant him or her access to our manuals, or our confidential materials or service recipes, in which he or she agrees to the confidentiality of the BIGway and system, agrees not to use any information about the BIGway and system for his or her own benefit without an appropriate license, and agrees not to compete in certain respects with your business and other franchisees' businesses (see **Exhibit E**).

B. Area Development Agreement

Patents and Copyrights

We do not own any rights in or to any copyrights or patents that are material to an BIGarea grant.

Proprietary Information

We may provide you with proprietary information for a BIGarea grant. This information is for your exclusive use during the term of the BIGarea grant, and may not be reproduced, loaned or shown to any person outside the BIGway and system.

BIG™ terms

- **BIGcentral:** Corporate HQ Franchisor
- **BIGfounder:** regional Franchisee
- **BIGregion:** the local that a BIGfounder governs with a 3-4 million population
- **BIGarea:** up to 5 BIGregions all governed under 1 BIGfounder
- **BIGdeveloper**: New BIGregion FDD sales, franchise setup, hiring, training, ongoing support
- **BSP**: BIG Service Partner = a lead source, refers prospective Clients to BIG
- **BIGfinder**: Business Development, networks, and facilitates Channel Partner relationships
- **#onlyBIGnews:** weekly email newsletter
- **BIGpractice:** value practice utilized to help teach Clients business skills and philosophies
- **BIGshow:** customizable presentation for marketing to chambers and associations
- **BIGmotto: Client-First Transformation**
- **BPI's:** "Burning Platform Issues" that constrain growth and profitability of a company
- **BIG-5:** Leadership, Operations, Sales, Finance, Culture...the 5 areas we focus on
- **BIGcheck360:** a free business analysis for prospective Clients, used to discover BPI's and get the Client to see what is holding back their company so as to sell the BIGplan
- **BIGplan:** a $4,950 plan of deliverables and processes put together to address a company's BPI's, used to open an engagement
- **BPR:** "BIGplan Review" that occurs weekly between the Client and SPA to review the weeks actions and status of the project deliverables
- **BIGphilosophy:** SPA's introduce business practices to Clients such as "Not Perfection…PROGRESSION", "Team YES", "Right Seats / Right People", "Don't REACT on how we feel, ACT on what we know", "What gets MEASURED gets MANAGED", "Transactional VS Transitional VS Transformational", etc
- **BIGcommunity:** all BIG's Advisors, Founders, Clients, support personnel, PSP's, etc
- **BIGboard:** on-going monthly Advisory Board meetings with former Clients who work together to hold themselves accountable after an advising engagement
- **BIGrally:** monthly BIGfounder meetings hosted by BIG to facilitate collaboration, best practices training, and communication regarding corporate updates
- **BIGway:** BIG's unique system and process of doing business and providing services
- **BIGnetworking:** refers to the process of getting quantifiable results from networking that lead to opening engagements
- **BIGleads:** refers to the leads generated from BIGnetworking
- **BIGsuite:** keeps the BIGleads pipeline current with contact info and dates in line for the SPD, as well as automating outbound marketing efforts like SMS campaigns and email sequencing

Other Terms

- **4-E Advisors:** traits of successful BIGfounders and SPA's = Entrepreneur, Executive, Empathy, Eager
- **SBA:** Senior Business Analyst, performs the BIGcheck360
- **SPA:** Senior Project Advisor, performs the BIGplan and runs the engagement
- **SPD:** Senior Project Director, oversees the SPA during an engagement to ensure compliance
- **Gemba Walk**: popularized in Japan that focuses on going to where the work is performed in order to gain deep knowledge and awareness of BPI's
- **SMT:** a Client's "Senior Management Team" who hold a weekly SMT meeting to go over BPI's
- **PDCA:** the "Plan, Do, Check, Act" process used by SMT's to walk through BPI's and put in place actions to solve them
- **TOC:** the "Theory of Constraints" philosophy used to prioritize an SMT's actions
- **FMSM:** a "Fast Money vs Slow Money" philosophy used to prioritize an SMT's actions
- **KPI:** "Key Performance Indicators" used to measure performance as BPI's are being solved
- **S.M.A.R.T.:** a "Specific, Measurable, Achievable, Relevant, Time-Bound" philosophy used to help create appropriate KPI's ang other goals

A.D.V.I.S.O.R.

✔ **Analytical** – Decoding complex systems to uncover hidden inefficiencies.
✔ **Diagnostic** – Fixing root problems, not symptoms.
✔ **Visionary** – Charting ambitious yet practical paths forward.
✔ **Insightful** – Revealing friction and simplifying processes.
✔ **Strategic** – Aligning today's decisions with long-term goals.
✔ **Observant** – Spotting overlooked gaps with an unbiased lens.
✔ **Results-Driven** – Transforming plans into profit, not just proposals.

ITEM 15 - OBLIGATION TO PARTICIPATE IN ACTUAL OPERATION OF FRANCHISE

A. Franchise Agreement

We strongly believe that the success of your franchised business will depend to a large extent on your personal and continued efforts, supervision and attention. If you are an individual, you and Your chosen Advisors must attend and successfully complete initial training (see Item 11). If you are an individual, you or a trained Advisor must personally manage your business at all times.

If you are a legal entity, your managing shareholder, partner, or member and Your chosen Advisors, or only Your chosen Advisor, must attend and successfully complete initial training. If you are a legal entity, your managing shareholder, partner, or member, or a trained Advisor, must personally manage your business at all times. Any replacement Advisor must attend and successfully complete initial training. Neither the original Advisors nor a replacement Advisor needs to have an equity interest in your business.

You must have each Advisor, each management employee or independent contractor, and each person attending initial training, before you grant him or her access to our manuals or any other confidential information, sign an agreement in which he or she agrees to the confidentiality of the BIGway and system, agrees not to use any information about the BIGway and system for his or her own benefit without an appropriate license, and agrees not to compete in certain respects with your business and other franchisees' businesses. Our current form of this agreement is included as **Exhibit E**.

If you are a legal entity, each shareholder, principal officer, partner, or member must personally guarantee your obligations under the Franchise Agreement and also agree to be personally bound by, and personally liable for breach of, the Franchise Agreement. This guaranty agreement is included as Attachment 5 to the Franchise Agreement. Spouses not involved in the franchised business are not required to sign a personal guarantee.

B. Area Development Agreement

You (or if you are not an individual, your principal operating officer or partner) must personally oversee the selection of BIGregions to be developed under an Area Development Agreement and also the development of those businesses.

ITEM 16 - RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

A. Franchise Agreement

You must offer for sale and sell only products and services that we have approved or authorized. You may not offer for sale or sell products and services that would detract from or be inconsistent with the BIGway and system. You may use products or services not purchased from us, but those products or services must be of comparable quality and must be approved by us in writing before use to ensure maintenance of proper quality standards.

You must offer for sale all approved products and services; must not deviate from our specifications for the approved products, services, and suppliers without our written consent; and must discontinue offering any items that we disapprove in writing.

You must offer for sale and honor any incentive or convenience programs for Clients that we may periodically institute in compliance with our standards and specifications for the programs (see Items 8 and 11 for more information). You must offer and honor any discounts that are part of any incentive or convenience program.

We will provide you with our standard pricing schedule for products and services offered by your BIG™ franchise location. We encourage you to charge the prices in the standard pricing schedule as it is revised periodically, but you will have the right to sell your products and services at any prices you determine, except to the extent that we exercise our right to establish minimum or maximum prices for any products and services. If we establish minimum or maximum prices for any products and services, you will have the right to charge any prices above the minimum prices or below the maximum prices, but will not be permitted to charge prices below the minimum prices or above the maximum prices.

We may change the types of products and services that we approve or authorize, if the products and services are compatible with the BIGway and system. There are no other limits on our right to make these changes.

You are not restricted in the Clients to whom you may sell approved products and services and you may advertise for Clients within your BIGregion through the use of a toll-free number, direct mail, or other advertising methods that do not violate our directives without our prior written approval.

B. Area Development Agreement

The Area Development Agreement does not restrict what you may sell. However, each Franchise Agreement contains restrictions on what may be offered by each BIG™ franchise location established under the Area Development Agreement.

ITEM 17 - RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

A. Franchise Agreement

This table lists certain important provisions of the Franchise Agreement and its attachments. You should read these provisions in the agreements in Exhibit B in this disclosure document.

Provision	**Section in Franchise Agreement**	**Summary**
(a) Length of the franchise term	3.1	3 years
(b) Renewal or extension of the term	3.2	You have the right to renew for successive 3-year terms, if you meet the requirements for renewal.
(c) Requirements for franchisee to renew or extend	3.2	Notice, solvency, right to remain in possession of premises, no ceasing to do business, no danger to public, no repeated defaults or misrepresentations to us, timely submission of reports, no felonies or illegal conduct, signing of the then-current agreement, renewal fee, remodeling (if we require) and a release. If you seek to renew your franchise at the expiration of the initial term or any renewal term, you may be asked to sign a new Franchise Agreement that contains terms and conditions materially different from those in your previous Franchise Agreement, such as different fee requirements and territorial rights.
(a) Termination by franchisee	Not applicable	Not applicable
(d) Termination by franchisor without cause	Not applicable	Not applicable
(e) Termination by franchisor with cause	26.1, 26.2, 26.3	We may only terminate the franchise with cause
(f) “Cause” defined -	26.3	10 Days to Cure: Failure to pay us or any affiliate any sum

curable defaults		owing when due; failure to submit any information when due; failure to submit proof of insurance when due. 30 Days to Cure: Failure to start or complete training on schedule, failure to comply with Franchise Agreement or our manuals, including: failure to maintain any standard or specification; unauthorized service or service offer; failure to obtain our prior written acceptance, approval or consent; misuse or unauthorized use of our system or trademarks; failure to pay personal attention to business; failure to maintain books and records; failure to pay any 3rd party (including any major supplier or taxing or licensing authority) any amount owing when due; failure to satisfy any other material obligation relating to your business.
Provision	**Section in Franchise Agreement**	**Summary**
(h) ”Cause” defined – non-curable defaults	26.1 26.2	Automatic Termination: general assignment for creditors, involuntary bankruptcy petition not dismissed within 60 days, filing of voluntary bankruptcy petition, adjudication of bankruptcy, court-appointed receivership, foreclosure suit not dismissed within 30 days. Termination on Notice: insolvency; ceasing to operate business; criminal conviction; harmful improper activity; danger to public; repeated defaults (minimum of five (5) during term); material misrepresentation; transfer, or failure to transfer, in violation of Franchise Agreement; violation of noncompetition or confidentiality provisions; tax lien, levy or enforcement suit; underpayment or under-reporting of any amount due us by 3% or more for any 3-month period; termination of another franchise for a restaurant; failure to comply with any U.S. anti-terrorism, anti-corruption, anti-money-laundering, anti-boycott, immigration, or related law, ordinance, regulation, or Executive Order.
(i) Franchisee’s obligations on termination / non-renewal	27	Fulfillment of continuing obligations under Franchise Agreement; de-identification; no use of our system, trademarks, confidential information, materials; delivery to us of our manuals, other materials received from us and Client data, and all copies of the same; assignment to us of telephone number(s); assignment to us of email addresses, etc.; cancellation of assumed name or equivalent registrations containing our trademarks; final accounting; sale to us of assets

		(at our option); see also (r).
(j) Assignment of contract by franchisor	25.1	There are no restrictions on our right to assign our interest in your Franchise Agreement.
(k) "Transfer" by franchisee – defined	25.2	Includes the conveyance or pledge of any interest in you (if you are a legal entity), Franchise Agreement or any related agreement, the franchise, or your business.
(l) Franchisor's approval of transfer by franchisee	25.2	We have the right to approve all transfers, but our consent will not be unreasonably withheld.
(m) Conditions for franchisor's approval of transfer	25.2(b), 25.3, 25.5(a) & 25.6	Substantial compliance with Area Development Agreement and Franchise Agreements; transferee qualification; payments current; general release; written transfer agreement; transferee's signing of then-current Area Development Agreement; transferee training; transfer fee; no exercise of our right of first refusal; our consent to material terms of transfer; subrogation of transferee's rights in assets for amounts financed to our rights; see also (n).
(n) Franchisor's right of first refusal to acquire franchisee's business	25.2	We may match any offer.
(o) Franchisor's option to purchase franchisee's business	25.6 & 27.3	On your death, disability or dissolution, your interest in the franchise must be transferred to an approved person within 180 days. Otherwise, we have the right (but not the duty) to purchase the assets of your business and obtain a transfer of your lease to us. Also, on expiration or termination of the franchise, we have the right (but not the duty) to purchase the assets of your business and obtain a transfer of your lease to us.
(p) Death or disability of franchisee	25.6, 25.7	We have the right (but not the duty) to appoint an Advisor for your business pending transfer. See also (o).
(q) Non-competition covenants during the term of the franchise	21.2, 21.3, 21.4(a) & 21.10	No diversion of business, Clients or personnel; no involvement in Competitive Business anywhere in the U.S.
(r) Non-competition covenants after the	21.3, 21.4(b), 21.10	No diversion of personnel for 1 year; no ownership or interest for 1 year in Competitive Business.

franchise is terminated or expires		
(s) Modification of the agreement	28.3	Your Franchise Agreement may not be modified without your and our consent, but we may change the contents of our manuals; we may modify our system; and a court may modify any provision of the Franchise Agreement under applicable law.
(b) Integration / merger clause	28.1	Only terms of Franchise Agreement, including its attachments are binding (subject to state law). Any representations or promises outside of this disclosure document and the Franchise Agreement may not be enforceable.
(t) Dispute resolution by arbitration or mediation	29.6 & 32	If not resolved by voluntary mediation, all disputes must be litigated in the county or city in which our home office is located at the time (subject to state law).
(c) Choice of forum	32.2 & 32.6	Litigation in courts nearest our home office at the time (subject to state law).
(d) Choice of law	29.6	Missouri law applies (subject to state law).

B. Area Development Agreement

This table lists certain important provisions of the Area Development Agreement and its related agreement. You should read these provisions in the agreements in Exhibit C in this disclosure document.

Provision	**Section in Area Development or Related Agreement**	**Summary**
(a) Length of the BIGarea grant term	3 years	Based on number of locations agreed to be developed, stated in Development Addendum
(b) Renewal or extension of the BIGarea grant	Not applicable	You have the right to renew for successive 3-year terms, if you meet the requirements for renewal.
(c) Requirements for area developer to	Not applicable	Not applicable

renew or extend		
(d) Termination by area developer	Not applicable	Not applicable
(e) Termination by franchisor without cause	Not applicable	We may only terminate the BIGarea grant with cause.
(f) Termination by franchisor with cause	15.1 to 15.3	With cause (automatic termination); with cause and notice; with cause, notice and 30 days to cure.
(g) "Cause" defined – curable defaults	15.3	Failure to properly maintain books and records, to pay personal attention to business, to obtain prior approvals, etc., to provide required information or amounts when due or to satisfy any other material obligation to us or 3rd parties; misuse or unauthorized use of our system or trademarks; failure to comply with development schedule; 30-day cure for listed defaults.
(h) "Cause" defines - non-curable default "Cause" defined - non-curable defaults	15.1 15.2	Automatic Termination: general assignment for creditors; involuntary bankruptcy petition not dismissed within 60 days; filing of voluntary bankruptcy petition; adjudication of bankruptcy; court-appointed receivership; foreclosure suit not dismissed within 30 days; premises or equipment sold after levy. Termination on Notice: insolvency; criminal conviction;
(i) Area developer's obligations on termination/non-renewal	16	Burning Issues Group™, LLC BIG™ FDD Vers. 1.1.26
(j) Assignment of contract by franchisor	14.1	
(k) "Transfer" by area developer – defined	14.2	Includes the conveyance or pledge of any interest in you (if you are a legal entity), the Area Development Agreement or any related agreement, the BIGarea grant, or any franchised business.
(l) Franchisor's	14.2(a)	We have the right to approve all transfers, but our consent will not be unreasonably withheld.

approval of transfer by area developer		
(m) Conditions for franchisor's approval of Transfer	14.2(b)	Substantial compliance with Area Development Agreement and Franchise Agreements; transferee qualification; payments current; general release; written transfer agreement; transferee's signing of then-current Area Development Agreement; transferee training; transfer fee; no exercise of our right of first refusal; our consent to material terms of transfer; subrogation of transferee's rights in assets for amounts financed to our rights. See also (n).
(n) Franchisor's right of first refusal to acquire area developer's business	14.5	We may match any offer.
(o) Franchisor's option to purchase area developer's business	Not applicable	Not applicable
(p) Area developer's death or disability	14.6	BIGarea grant must be transferred to an approved person within 180 days of representative's appointment.
(q) Non-competition covenants during the term of the BIGarea grant	Not applicable	Not applicable
(r) Non-competition covenants after the franchise is terminated or expires	Not applicable	Not applicable
(s) Modification of the agreement	17.3	Your Area Development Agreement may not be modified without your and our consent, but we may change the contents of our manuals; we may modify the BIGway and system; and a court may modify any provision of the Area Development Agreement under applicable law.
(t) Integration/merger clause	17.1	Only terms of Area Development Agreement, including its attachments are binding (subject to state law). Any representations or promises outside of this disclosure document and the Area Development Agreement may not be enforceable.

(u) Dispute resolution by mediation	18.6 & 21	The parties shall engage in voluntary mediation before commencing any litigation, except as to injunction actions.
(v) Choice of forum	21.2 & 21.6	Consent to litigation in St. Charles County, Missouri.
(w) Choice of law	18.6	Missouri law applies (subject to state law)

ITEM 18 - PUBLIC FIGURES

There are no public figures associated with this franchise at this time.

ITEM 19 - FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Rick Duree, the Federal Trade Commission, and any appropriate state regulatory agencies.

ITEM 20 - OUTLETS AND FRANCHISEE INFORMATION

Table 1

System-wide Outlet Summary for Years Ending December 31, 2025

Outlet Type	Year	Outlets at Start of Year	Outlets at End of Year	Net Change
Company Owned / Franchisee	2025	0	1	1
Company Owned / Franchisee	2026	1		
	2027			
	2028			
	2029			

Table 2

Transfers of Outlets From Franchisees to New Owners (Other than Franchisor or an Affiliate)
For Years Ending December 31, 2025

State	Year	Number of Transfers
All States	2025	0
	2026	0
	2027	0
	2028	0
	2029	0
TOTAL		

Table 3
Status of Franchised Outlets
For Years Ending December 31

State	Year	Outlets at Start of Year	Outlets opened	Termi-Nations	Non Renewals	Reacquired by Franchisor	Ceased Operations for Other Reasons	Outlets at End of Year
MO	2025	0	0	0	0	0	0	0
MO	2026	0	0	0	0	0	0	0
MO	2027	0	0	0	0	0	0	0
MO	2028	0	0	0	0	0	0	0

Table 4
Status of Company-Owned Outlets
For Years Ending December 31

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlests Sold to Franchisees	Outlets at End of Year
MO	2025	0	1	0	0	0	1
MO	2026	1	0	0	0	0	0
MO	2027	0	0	0	0	0	0
MO	2028	0	0	0	0	0	0
MO	2029	0	0	0	0	0	0
Total		1	1	0	0	0	1

Outlets							

Table 5

Projected Openings as of December 31, 2026

Year	**Franchise Agreements Signed but Outlet Not Opened**	**Projected New Franchised Outlets in this Next Fiscal Year**	**Projected New Company-Owned Outlets in this Next Fiscal Year**
2026	**0**	**6**	**0**

ITEM 21 - EXHIBITS

A - Agencies/Agents for Service of Process
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EXHIBIT A - AGENCIES / AGENTS FOR SERVICE OF PROCESS

Regulatory Agencies

Illinois
Franchise Division
Office of the Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

Agents for Service of Process.

If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process. There also may be additional agents appointed in some of the states listed.

Illinois
Franchise Division
Office of the Attorney General
500 South Second Street
Springfield, Illinois 62706

Missouri
Richard John Duree
440 Rascal Xing
O'Fallon, Missouri 63366

Indiana
Secretary of State
Office of the Indiana Secretary of State
200 W. Washington St., Room 201
Indianapolis, IN 46204

EXHIBIT B - FRANCHISE AGREEMENT, STATE RIDERS AND ATTACHMENTS

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FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Agreement") is entered into between Burning Issues Group™, LLC, a Missouri limited liability company with its principal office at 440 Rascal Xing, Ofallon, MO 63366 and ____ whose address is ____ ("You", "Your" or "Franchisee").

RECITALS

A. Burning Issues Group™, LLC ("We", "Us" or "Franchisor"), has expended substantial time, skill, money and effort to develop a system for establishing and operating the BURNING ISSUES GROUP™ ("BIG") franchise locations ("BIGregions"), that offer a unique, commission-based, management consulting model for small and mid-sized businesses to resolve critical organizational, sales, operational, and financial issues (their Burning Platform Issues™ = BPI's). You seek warm leads locally at networking events and gatherings such as Chambers of Commerce, Economic Development Centers, Rotary Clubs, Industry Associations, Business Network Internationals, etc, as well as asking for warm leads from professional services providers such as commercial insurance agents, business bankers, Accounting Firms, etc. Guided by insight and action, you deliver clarity to your Clients where complexity reigns—diagnosing root causes, designing S.M.A.R.T. strategies and goals, and delivering measurable results. In our BIG-5 areas of management: Leadership / Operations / Sales / Finance / Culture, you equip business owners with the tools to build, refine, or exit on their terms (the "BIGway" or "System").

B. We also have expended time, skill, money and effort in publicizing the System and the products and services offered under the System. We have developed and will continue to develop valuable goodwill in the service mark, trademark and trade name BURNING ISSUES GROUP™, and in its trade dress; and have or may develop or acquire other service marks, trademarks, trade names and trade dresses for use under the System, all of which marks, names and dresses are or will be our sole property (the "Marks").

C. We franchise others to use the System and the Marks and provide continuing advice on the establishment and operation of a BIG™ business.

D. You desire to establish and operate a BIG™ business, to use the Marks and all other elements of the System, and to derive the benefits of the System as developed by us. You acknowledge that it is essential to the maintenance of the high standards which the public has come to expect of BIG™ products and services, and to the preservation of the integrity and goodwill of the Marks, that You adhere to the standards for the establishment and operation of a BIG™ business. In consideration of these recitals and the following terms, We and You agree:

1. GRANT OF FRANCHISE

1.1 Subject to the terms of this Agreement, We grant to You the right, and You undertake the duty, to establish and operate a BIG™ business (the "Franchised Business") for the term described in Section 3 (the "Franchise"). The BIG™ franchise rights include the grant of a Territory, as defined below.

1.2 The Franchise includes the right and obligation to sell BIG™ products and services.

1.3 The Franchise includes the right and obligation to use the complete System, as it exists or may be supplemented or modified during the term of the Franchise. You agree that the System will continue to evolve to reflect changing market conditions and to meet new and changing consumer and business demands, and that variations and additions to the System may be required to preserve and enhance the public image of the System and to ensure the continuing operational efficiency of BIG™ businesses generally.

1.4 Accordingly, You agree that We may, on notice and acting reasonably, add to, modify, upgrade and change the System, including the adoption and use of new and modified, upgraded or changed service marks, trademarks, trade names, trade dresses, equipment, techniques and methodologies relating to the preparation, marketing, promotion and sale of BIG™ products and services, but any additions, modifications, upgrades or changes may not unreasonably increase Your obligations under this Agreement or place an excessive economic burden on the Franchised Business. You further agree to promptly accept, implement, use and display in the operation of the Franchised Business all of those additions, modifications, upgrades and changes at Your expense.

2. RESERVED AREA, SITE, TERRITORY, AND OUR RESERVATIONS OF RIGHT

2.1 Reserved Area. You agree that You will seek to locate the business only within the geographic area ("Reserved Area") identified in the Reserved Area Addendum (Attachment 1A).

2.2 Territory or BIGregion.

(a) The territory for Your business ("BIGregion") will be identified in the Territory/BIGregion Addendum (Attachment 1C). You acknowledge that the BIGregion may be different from the Reserved Area, and is not defined solely by geography. During the term of the Franchise, We will not establish or operate, or grant any person other than You the right to establish or operate, a BIG™ business in the BIGregion without your written consent.

(b) You understand that despite the BIGregion defined above, Clients are free to patronize any BIG™ franchise location regardless of their primary address or location.

(c) We reserve the right to define the Territory or BIGregion. Although We generally consider population to be a primary factor in determining a territory or BIGregion, We reserve the right to define the Territory or BIGregion, in our sole discretion, based on one or a combination of factors including, but not limited to, population, commercial activity, number of households, geographic proximity, concentration of labor force, transportation or commuting patterns, and natural or political boundaries. Generally, the Territory or BIGregion may be defined by 5-digit ZIP codes, county or city boundaries, a radius, or fixed geographical boundaries such as rivers, streets or highways, or (particularly with respect to a BIGregion), by concepts such as "Metropolitan Statistical Area" or "Core Based Statistical Area."

2.3 Our Reservations of Right. We, on behalf of ourselves and our affiliates, designees and assignees, reserve the sole and absolute right, without offering You the right to participate:

(a) to establish and operate, and grant to others the right to establish and operate, BIG™ franchise locations at places anywhere outside the BIGregion, including locations near the Territory's or BIGregion's boundaries;

(b) to acquire (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction) and continue to operate, directly or indirectly, any business operating under different trademarks in or outside the Territory or BIGregion;

(c) to acquire and retain, directly or indirectly, the rights and obligations of any franchisor or licensor of any business operating under different trademarks in or outside the Territory or BIGregion; in or outside the Territory or BIGregion, to acquire (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction) or to establish and promote other franchise systems involving different services or services using different trademarks, and establish company-owned or franchised outlets for those systems;

(d) to be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by any other person, including a competing business, even if such person operates, franchises and/or licenses businesses in close proximity to the Franchised Business; and/or

(e) to engage in other activities not expressly prohibited by this Agreement.

3. **TERM OF FRANCHISE**

3.1 Initial Term. The Franchise will begin on the date We execute this Agreement, will continue for an initial term of three ("3") years unless sooner terminated under Section 26, and will expire at the end of the initial term or any renewal term unless renewed under Section 3.2.

3.2 Renewal Terms. You will have the right to renew the Franchise for successive 3-year terms, if:

(a) You have given us written notice, not more than 1 year and not less than 180 days before the expiration of the prior term, of Your intention to renew;

(b) You are solvent (are able to pay Your debts as they come due and have assets that are greater than Your debts), have not lost the right to remain where the Franchised Business is located, have not abandoned the Franchised Business, are not operating the Franchised Business in a manner that endangers public health or safety, have not repeatedly committed defaults of this Agreement during the prior term, have not repeatedly failed to submit timely reports to us during the prior term, and have not repeatedly submitted false or incomplete reports to us during the prior term;

(c) You, or any of Your principal officers, partners, or members if You are a legal entity have not been convicted of a felony or a crime involving moral turpitude, consumer fraud or any other offense that is reasonably likely, in our sole judgment, to have an adverse effect on the Marks, the System, the goodwill associated with the Marks or System, or our interest in the Marks or System;

(d) You have signed our then-current Franchise Agreement for the renewal term and paid us a renewal fee equal to fifty percent (50%) of our then-current full priced initial franchise fee for a new BIG™ franchise. You acknowledge that our then-current Franchise Agreement may contain terms substantially different from those in this Agreement, including, but not limited to, different BIG™ business types, different fees, advertising contributions, training requirements and territory. Depending on the then-current demographics of the Territory, and on our then-current standards for territories, if the Territory is larger than our then-current standard territory, We may require You to accept a renewal territory smaller than the Territory; and

4. PERSONAL ATTENTION OF FRANCHISEE TO BUSINESS

4.1 You (or if You are not an individual, Your principal operating officer, partner or member), or an Advisor who has successfully completed all required initial training, must personally manage the Franchised Business at all times.

4.2 You understand and agree that the success of the Franchised Business will depend on personal, continued and full-time attention to the business by You, Your principal operating officer, partner or member, or Your chosen Advisor. Personal, continued, and full-time attention will include at least: availability during normal and peak business periods; participation in the development and implementation of management and operational policies; and involvement in the training and supervision of employees and independent contractors to ensure that the System is followed.

5. ESTABLISHMENT AND MAINTENANCE OF BUSINESS

5.5 Business Opening. You agree to open for business within 6 months after signing the Franchise Agreement, subject to our opening schedule availability. If You are delayed from opening within 6 months, You must immediately provide us with a written request to extend the time to open. The request must state: (1) that a delay is anticipated; (2) the reasons which caused the delay; (3) the efforts that You are making to proceed with opening; and (4) an anticipated date that You will open. In considering the request, We will not unreasonably withhold our consent to a delay, up to a maximum of 60 days, if You have been diligently pursuing opening.

5.6 Grand Opening. You agree to conduct a grand opening marketing program that We approve for the Franchised Business. This marketing program will be in addition to marketing conducted under Sections 16.2 and 16.3 of this Agreement, and will use marketing and public relations programs and media and advertising materials that We approve.

6. CONTINUOUS OPERATION OF BUSINESS

6.1 You must operate the Franchised Business on a continuous basis throughout the year, and must be open for business each Week for the minimum hours and minimum days stated in our manuals, unless You are limited by local government regulation or You obtain a written variance from us.

7. LIMITATIONS ON ACTIVITIES OF BUSINESS

7.1 In order to preserve the System and the identification of BIG™ franchisees operating under the Marks, You agree that the Franchised Business will not engage in activities other than those approved under the System. You further agree that You must obtain our prior written consent to offer or sell any products or services other than those approved under the System.

7.2 You may not engage in any deceptive or unfair trade practice or other activity, or offer any service or service which is harmful to the goodwill or reputation of You, Us, our franchisees generally, the System, or the Marks.

7.4 You may not maintain Your own Website in connection with the Franchised Business on the internet, or on any comparable electronic network of computers or other devices.

7.5 You may participate in electronic communications in connection with the Franchised Business, on the internet or on any electronic network of computers or other devices, through emails, social media platforms or other means, only in accordance with our manuals and our written instructions particular to the communications.

7.6 You may not use any of our trademarks or advertise your franchise in any way on the outside or inside your vehicles.

8. PRICING; GIFT CARDS; INCENTIVE OR CONVENIENCE PROGRAMS

8.1 Pricing. We will provide You with our standard pricing schedule for products and services offered by the Franchised Business. We encourage You to charge the prices in the standard pricing schedule as it is in effect and as it may be revised from time to time, but You will have the right to sell Your products and services at any prices You determine, except to the extent that We exercise our right to establish minimum or maximum prices for any services or services, as described below. If We establish minimum or maximum prices for any services or services, You will have the right to charge any prices above the minimum prices or below the maximum prices, but will not be permitted to charge prices below the minimum prices or above the maximum prices. If You sell Your products and services at the prices in the standard pricing schedule, You acknowledge that We have made no guarantee or warranty that offering the products or services at those prices will enhance Your sales or profits. Regarding our right to establish minimum or maximum prices, to the fullest extent permitted by applicable law, We may establish minimum or maximum prices for certain products and services, in our sole discretion, on a nationwide or advertising market basis, or on a limited-time-only basis.

8.3 Incentive or Convenience Programs. You acknowledge and agree that incentive or convenience programs may be effective methods to encourage Client visits to the Franchised Business. You must offer for sale and honor any incentive or convenience programs for Clients that We periodically institute, and must do so in compliance with any standards and specifications that We establish for such programs in our manuals or otherwise in writing.

9. FEES PAYABLE TO US

9.1 Initial Franchise Fee. If this Agreement is not being signed as part of a renewal or transfer of the Franchise, You must pay us on signing, an initial franchise fee of Ten Thousand Dollars ($10,000.00) subject to whether You qualify for any discounts. If You paid a deposit to reserve a specific Territory or BIGregion for Your franchise, that amount will be credited against the Initial Franchise Fee You must pay. Except as stated in this Agreement, the Initial Franchise Fee or any portion of the initial franchise fee is non-refundable and fully earned by us when paid. If, during initial training, We decide, in our sole discretion, that You should not operate a BIG™ business, We may cancel this Agreement. If We cancel this Agreement, We will refund your payments towards the initial franchise fee if You agree to the protective covenants and other terms in Sections 19.1, 19.9, 20, 21.3, 21.4(b), 21.5 to 21.8, 27.1 to 27.2, and 32.

9.2 Continuing Franchise Fee; Monthly Minimum Continuing Franchise Fee.

(a) You must pay us a continuing franchise fee of 19% of Gross Sales for each year of operation (as defined in Section 9.11) throughout the franchise term. This fee will be withheld from all payments processed for you by BIG™ corporate. Any Gross Sales BIG™ corporate does not process for You, this fee is still owed and is payable monthly on the 10th day of each month by electronic transfer for the preceding month's sales. We will initiate the draft from Your bank account. Each month, We require You to send us the "Monthly Franchise Report" then-specified in our manuals. During any period of business disruption, You must continue to pay us this fee monthly based on Your average monthly payments during the 6-month period immediately preceding the period of business disruption.

(b) Beginning in the seventh month of operation of the Franchised Business, the continuing franchise fee is subject to a minimum fee, in the amount and for the year of operation indicated, as shown in the following table:

BIG™ Business	Minimum Continuing Franchise Fee			
	Year 1	Year 2	Year 3	Year 4+
Franchise	$100,000	$150,000	$200,000	$250,000

NOTE: Year 1 for payment of the minimum continuing franchise fees begins when You commence operations. Year 2 begins 12 months after the start of Year 1. Year 3 begins 12 months after the start of Year 2. Year 4 begins 12 months after the start of Year 3.

You are required to pay us the greater of the continuing franchisee fee or any applicable monthly minimum continuing franchise fee. Your failure at any time to pay at least the applicable monthly minimum continuing franchise fee will constitute a material default of this Agreement.

Continuing Franchise Fee funds are used for, but not limited to, the following: improve business systems, advance franchisee training, optimize marketing efforts, research new services and develop best practices among several other expenses.

9.3 Advertising and Promotional Contributions. See Section 16.

9.4 Training Fees. See Sections 11.2(b) and (d), 11.4 and 11.5.

9.5 Annual Conference Fee. See Section 11.2(c).

9.6 Audit Fee. See Section 13.7.

9.7 Renewal Fee. See Section 3.2(d).

9.8 Transfer Fee. See Section 25.2(b)(viii).

9.9 Interest and Late Fees. If any sum You must pay us under this Agreement is not received by us by the due date, that sum will bear interest calculated daily after the due date until paid at the lesser of a rate equal to 1.5% per month or the highest rate of interest allowed by law. If the due date for a sum is not stated in this Agreement, generally it will be the 30th day after the billing date. Any payment received toward an overdue sum will first be applied to the interest due and will be applied to the overdue sum only after all outstanding interest is paid. You also must pay a late fee of $50 for each past due payment or late report. Interest and late fees will be in addition to any other rights or remedies that We have under this Agreement or otherwise. Regardless of Your designation, We, in our sole discretion, may apply Your payments to any of Your past due indebtedness to us or our affiliates. See also Section 13.7.

9.10 Reimbursements and Penalty Fees. You must reimburse us for any charges that We incur on Your returned checks, declined wire transfers, charges or similar financial defaults. You also must pay us penalty fees for such defaults and for unpaid invoices to You for services or services, as outlined in our manuals.

9.11 Gross Sales. For purposes of this Agreement, "Gross Sales" mean all receipts of the Franchised Business, including all amounts received on a cash, charge or time basis, and including any proceeds from any business interruption or similar insurance applicable to any revenue loss of the Franchised Business, but excluding: excise, sales and use taxes; gross receipts taxes or similar taxes separately stated to and collected from Clients for transmittal to appropriate taxing authorities; bona fide discounts and refunds to Clients, except for any amounts representing Your share of the receipts. Our current policy on coupons and gift cards is as follows: Coupons generate receipts that are included in "Gross Sales" when they are redeemed by Clients. At that time, the full retail prices of the items sold under the coupons are included in receipts, and the discounts given under the coupons are excluded as bona fide discounts when calculating "Gross Sales." Gift cards generate receipts that are included in "Gross Sales" when they are redeemed by Clients, not when they are sold. We may change this policy on reasonable written notice to You.

9.12 Withholding of Sums Payable. You agree that You will not, on grounds of the alleged non-performance by us of any of our obligations under this Agreement, withhold payment of any fee or other sum payable to us under this Agreement, or of any other sum payable to us or our affiliates.

9.13 Equipment, Supplies or Supplier Testing or Inspection, and Grant or Approval of Equipment, Supplies or Suppliers. See Section 14.2. No electronic games, vending, or gambling machines are permitted on premises to generate any sales.

9.14 Electronic Payment Authorization. Ongoing fees owed to us will be withheld from all payments processed for you by BIG™ corporate. Any additional fees you own us via on-going or periodic fees will be paid to us by automatic bank draft or electronic funds transfer on the due date that We specify for each fee. If the due date specified for any fee is not a business day, We will draft Your account on the next business day for any amount owed beyond the fees retained by BIG™ corporate when processing your payments. You agree to execute Attachment 3 or any comparable documentation necessary for us to execute an automatic bank draft or electronic funds transfer.

9.15 Banned service or Service Fee. If You offer any products or service that We have banned You must:

(i) cease and desist offering or providing the unauthorized or unapproved products or service; and

(ii) after curred time has expired and at our discretion, if banned service or service remains for sale, pay us on demand, an unauthorized service or service fee of $250 per day for each day such unauthorized or unapproved service or service is offered by You. This fee will be in addition to all other remedies available to us under this Agreement or at law.

9.16 Grand Opening Advertising. You must advertise and promote the opening of Your business according to a grand opening marketing program We approve.

10. PRODUCTS AND SERVICES FURNISHED BY US

10.1 During the term of the Franchise, We provide the following:

(a) At no charge to You beyond the initial franchise fee, within 30 days of the signing of this Agreement, our initial materials for establishing a BIG™ business;

(b) Our standard pricing schedule for products and services offered by the Franchised Business (see Section 8.1);

(c) Training programs and assistance as described in Section 11;

(d) A confidential Operations Manual (paper copy or secure electronic or Intranet access) as described in Section 12;

(e) Updates to the confidential Operations Manual (paper copy or secure electronic or Intranet access) as described in Section 12;

(f) Specifications for services used under the System, and continued efforts to negotiate purchasing agreements with suppliers for equipment, supplies and services, as described in Section 14;

(g) Samples of initial advertising and promotional materials and assistance in implementing an initial advertising and promotional program;

(h) Periodic efforts to report improvements in the System to You as they are developed or acquired by us in our sole discretion;

(i) Continuing assistance by telephone, electronic mail, voice mail, facsimile, mail, newsletters, or other methods, that We, in our sole discretion, deem reasonable under the circumstances;

(j) Manuals and related materials other than the confidential Operations Manual, and updates to those manuals and related materials, that We, in our sole and absolute judgment, select (paper copies or secure electronic or Intranet access);

(k) Assistance with set-up and opening;

(l) Guidance in initially organizing Your business;

(m) In connection with the operation of the Franchised Business, provide reviews and analyses of Your operations.

(n) Access to franchisee resources and company news.

(o) Hiring assistance to help secure “4 E’s” Advisors and lead generators.

(p) Access and training associated with BIG’s tech stack.

(q) Access to a national SWOT Team for addressing high-level strategic challenges.

(r) Access to becoming a certified SPA with BIG’s management certifications.

(s) Access to BIGfounder meetings (“BIGrally”) for peer collaboration and leadership communication.

10.2 If You request, We will furnish additional guidance and assistance for operation of the business, other than the continuing assistance provided at no charge in Section 10.1. This additional training, guidance or day-to-day assistance will incur fees, at per diem rates we establish (currently $500 per day, plus our out-of-pocket expenses). If You request additional training of Your personnel or other assistance in operating the business that must take place at the location of the Franchised Business, You must pay all expenses for training, including our then-current per diem charges and all reasonable transportation, meal and lodging expenses incurred by our personnel supplying the additional assistance, if applicable.

10.3 We will maintain a Website (or multiple Websites) on the internet, or on comparable electronic networks of computers or other devices, to advertise and promote the BIGway and System, and products and services marketed by us and our franchisees. We will permit You to maintain a standard listing on our primary Website so long as You comply with this Agreement and our manuals. We may link our Website(s) to other Websites, to social media platforms and in other manners We choose, in our sole discretion. Any representations and warranties of any kind whatsoever, express or implied, regarding our Website(s), including any express or implied representations and warranties as to the operation, functionality, lack of interruption or resources of our Website(s), are expressly excluded. Without limiting the foregoing, We disclaim any implied warranties of merchantability and fitness for a particular purpose as to our Website(s).

As to any malfunctioning of our Website(s), We will not be liable to You for any consequential, incidental, indirect, economic, special, exemplary or punitive damages, such as, but not limited to, loss of revenue or anticipated profits or lost business, even if You have advised us that these damages are possible as a result of any breach of warranty or malfunction.

10.4 Our obligations under this Agreement are to You. We may delegate Our obligations to one of our affiliates or to a third party of our choosing. No other person or entity, directly, indirectly or by subrogation, may rely on, enforce or obtain relief under this Agreement for any default by us or our designated representatives.

11. TRAINING

11.1 You and Your employees and independent contractors must maintain the standards of skill, efficiency and quality associated with the System.

11.2 To assist You in establishing and maintaining those standards, We will provide training as follows:

(a) We will provide You (or if You are not an individual, Your principal operating officer, partner or member) and Your original Advisor and assistant Advisor, if any, initial training for the operation of a BIG™ business, at locations We designate. You (or if You are not an individual, Your principal operating officer, partner or member) and Your original Advisor, if any, must successfully complete initial training to our satisfaction before opening the Franchised Business. We will bear the cost of providing initial training, including the cost of basic materials and instructors, but You must pay Your trainees' travel, lodging and meal expenses, and their wages and benefits, during the training.

(b) If the original or any succeeding Advisor leaves Your employ, a replacement Advisor must successfully complete initial training at a location We designate, subject to our scheduling, within 8 Weeks of the date of replacement. You must pay us our then-current training fee (currently $500 per person per day) as to that training, if We provide replacement Advisor training to You in a location other than our corporate training center or virtually. Regardless of where the training is held, You must pay Your replacement Advisor's travel, lodging and meal expenses, and his or her wages and benefits, during the training.

(c) At our option, We may conduct an annual conference for our franchisees to discuss and review new business and marketing. The conference may be held on a regional or national basis either in person or by videoconference. We will provide You with notice of the time and place of the conference, which time and place We will determine. You (or if You are not an individual, Your principal operating officer, partner or member) or Your chosen Advisor must attend the conference. For each of Your representatives attending an in-person conference, You must pay a non-refundable per-attendee fee to us equal to the approximate out-of-pocket cost of holding the conference if We are then charging this fee, and in all cases, You also must pay Your attendees' travel, lodging and meal expenses, and their wages and benefits, during the conference.

(d) You (or if You are not an individual, Your principal operating officer partner or member) and Your chosen Advisor, if any, must successfully complete remedial or follow-up training if, in our sole and absolute judgment, that training is necessary. You must pay us our then-current training fee (currently $500 per day) for remedial or follow-up training if We provide this training to You in a location other than our corporate training center. Regardless of where the training is held, You also must pay Your and Your chosen Advisor's travel, lodging and meal expenses, and his or her wages and benefits, during the training.

11.3 Except as provided in this Section 11, You, Your trained Advisor (if any) or Your other trained personnel are responsible for training Your other employees and independent contractors.

11.4 If You request our trainers to give any initial, remedial or follow-up field assistance at Your location, You must pay us our per diem charges (currently $500 per person per day) for those trainers, and You must reimburse us for the reasonable travel, lodging and meal expenses of those trainers.

11.5 We may require You to make reservations for trainees or attendees in advance of any training or conference. We may require deposits for those reservations (which may be refunded or, in our sole discretion, applied toward training or conference fees) and may charge cancellation fees if reservations are cancelled.

12. CONFIDENTIAL OPERATIONS MANUAL; ADDITIONAL MANUALS AND MATERIALS

12.1 We have developed a copyrighted confidential Operations Manual containing both mandatory standards and specifications, and non-mandatory guidelines and recommendations, for the operation of the Franchised Business. The mandatory standards include mandatory policies and procedures. The confidential Operations Manual is and will remain our exclusive property. You will merely be lent paper or read-only disk or other digital copies of, or be given intranet access to, the confidential Operations Manual during the term of the Franchise. We also may lend You paper copies or read-only disk or other digital copies of, or give You intranet access to, additional manuals and materials We develop for aspects of the System. In order to protect our reputation and goodwill, the System, and the Marks, You must operate the Franchised Business in strict conformance with the confidential Operations Manual and any additional manuals or materials We develop.

12.2 You agree that We may modify the System, and that modifications to the System may require modifications to our manuals, including the confidential Operations Manual. You agree to operate the Franchised Business in strict conformance with any modifications to our manuals. Modifications will be effective on receipt by You, unless We otherwise state. You agree that We will not be liable to You for any expenses, losses or damages sustained as a result of any such modifications, that You will not commence or join in any litigation or other proceeding against us complaining about any such modifications, and that You expressly waive any claims, demands or damages arising from or related to any such modifications.

12.3 The mandatory standards and specifications in our manuals, and any modifications to them that We make, are provisions of this Agreement as if fully stated in this Agreement. All references in this Agreement to the "confidential Operations Manual" or "our manuals" refer to the mandatory standards and specifications in those manuals, including all modifications to them as of the time they are in effect.

12.4 You must at all times ensure that any paper or read-only disk or other digital copies of our manuals are up-to-date and kept in a secure place. If there is any dispute as to their contents, the master copies of our manuals maintained at our headquarters will be controlling.

12.5 You must treat the confidential Operations Manual, and the other manuals and materials We develop and provide to You, as confidential, and must take all reasonable precautions to maintain confidentiality of the manuals and materials. You may not, without our written consent, copy, duplicate, record, or otherwise reproduce the confidential Operations Manual, or the other manuals or materials We develop and provide to You, in whole or in part, or otherwise make the same available to any person who is not bound by the confidentiality terms of this Agreement, or who has not signed a separate confidentiality agreement substantially similar to our approved form (see Section 20.2).

13. ACCOUNTING PROCEDURES

13.1 You must use computerized record-keeping and accounting systems as We require.

13.2 You recognize the importance of financial and statistical analysis, and agree to provide us with reports in the forms and at the times and places required in our manuals. All financial information You provide to us must be prepared in accordance with accounting methods We accept.

13.3 You must provide us annually, within 3 months after Your fiscal year end, with a statement of revenues, expenses and income (or loss) for the year, and a statement of assets and liabilities as of the end of the year, which statements must be prepared in accordance with accounting methods We accept. At our option, We may require this statement to be prepared by an independent certified public accountant in accordance with the standards for a compilation or review. Simultaneously with this statement, You must provide us with copies of all tax returns You file for the year as to the Franchised Business, including federal and state income tax returns.

13.4 You must submit to us, within 15 days of our giving You notice, any other financial or statistical reports, records, statements, or information that We reasonably deem to be required or desirable, in the forms and at the times and places We reasonably state in Our manuals or otherwise in writing.

13.5 All financial or statistical information You provide to us must be accurate and correct in all material respects.

13.6 We have the right to use any financial or statistical information You provide as We deem appropriate. We will not identify You as the source of that information, and will not disclose any information shown in any of Your tax returns (other than information disclosed in other documents submitted to us) except:

(i) with Your permission;

(ii) as required by law or compulsory order; or

(iii) in connection with audits or collections under this Agreement.

13.7 During and for 5 years after the term of the Franchise, We or our designated agents have the right, at all reasonable times, to examine, copy and audit Your and the Franchised Business' books, records and tax returns. If an examination or audit discloses any underpayment of any fee, You must promptly pay the deficient amount plus interest and a late fee as described in Section 9.9. If an examination or audit discloses an underpayment or understatement of any amount due us by 3% or more for any 3-month period, or if the examination or audit is made necessary by Your failure to furnish required information or documents to us in a timely manner, You must, in addition, reimburse us for the cost of having Your books examined or audited. If an examination or audit discloses an underpayment or understatement of any amount due us by five percent (3%) or more for any 3-month period, We will have the right to terminate the Franchise under Section 26.2(n). These rights will be in addition to any other rights or remedies We have under this Agreement or otherwise.

13.8 During and for 5 years after the term of the Franchise, You must maintain and preserve all books, records and accounts of the Franchised Business for at least 5 years after the close of the fiscal year to which the books, records and accounts relate.

14. EQUIPMENT, SOFTWARE, SUPPLIES, PRODUCTS AND SERVICES

14.1 You may obtain Your equipment, software, supplies, products and services from whomever You decide, except that:

(a) You will subscribe to any online computer network We require;

(b) You will obtain from our exclusive or non-exclusive designated suppliers certain equipment, software, supplies, products and services as We require in our manuals. The purpose of these designations is to achieve and maintain quality and consistency in the System;

(c) You will obtain all other equipment, software, supplies, products and services that meet specifications listed in our manuals. The purpose of these specifications is to protect and maintain the goodwill of the System and the Marks; and

(d) You will participate in any purchasing or distribution cooperatives that We may establish, if We require Your participation.

14.2 We reserve the right to inspect the services, supplies and facilities of Your suppliers, to determine their conformity with this Section 14. We will maintain and make available to You a list of certain equipment, software, supplies and services that meet our specifications. We may modify this list. If You desire to use equipment or supplies not on the list, You will so notify us in writing. At our option, We will test any equipment or supply to determine whether it meets the required specifications and will notify You accordingly within a reasonable time. If We determine that any equipment or supply does not meet the required specifications, You agree that You will not use the equipment or supply in the Franchised Business. The supplier of any equipment or supply proposed for Your use under this Section may be required to demonstrate to our reasonable satisfaction that:

(a) the supplier meets our specifications, including our quality, quantity, warranty, variety, service and safety specifications, for the equipment or supply and for the facilities used in the servicing and distribution of the equipment or supply;

(b) the supplier has the capacity to supply franchisee requirements;

(c) the supplier has a sound financial condition and business reputation; and

(d) the supplier will supply equipment or supplies to a sufficient number of our franchisees to enable us to economically monitor compliance by the supplier with our specifications.

14.3 We or an affiliate of ours may be an exclusive or non-exclusive designated supplier of a service or service, or may offer to sell services or services used in operating a BIG™ business that You may purchase at Your option. We or our affiliates will endeavor, to the extent We are able to do so based on total purchases by our franchisees, to negotiate volume purchasing arrangements for products and services, and to offer them to our franchisees at prices not otherwise generally available.

14.4 We are not the manufacturer of any equipment or supply that We may sell or provide to You. Unless specifically stated otherwise in writing, We do not provide any express or implied warranty or guarantee to You or any third party, and You may not make any representation to the contrary to any third party. If We are able to secure from any manufacturer any warranty, guarantee or assumption of liability that We are authorized to convey to You, We will so notify You.

14.5 Security deposits or advance payments may be required by us or our affiliates for Your purchases of fixtures, equipment or supplies. You agree to pay all invoices rendered by us or our affiliates for equipment or supplies within 30 days after the dates of the invoices.

14.6 You agree to obtain licenses to use all software that We require in the operation of the Franchised Business, and to comply with all standards and specifications that We require regarding proprietary software. Proprietary software may be developed and integrated into the System in our sole discretion. We or our designee will provide any initial issuances, upgrades or updates of proprietary software to You for reasonable fees. To the extent required software contains modules for personnel-related functions, such as employee timekeeping, employee scheduling or payroll processing, You will have the option to use those modules, to use alternate software to handle those functions, or to handle those functions in any other manner that You choose.

15. DESIGN AND APPEARANCE OF BUSINESS

15.1 Condition and Appearance of Business. The condition and appearance of a BIG™ business is part of our trade dress. If you maintain a dedicated office or place of business where customers may enter, You agree to maintain the condition and appearance of the Franchised Business consistent with our trade dress and the image of the business as a clean, attractive, modern, sanitary, convenient and efficiently operated facility selling high quality products and services. If at any time, in our reasonable judgment, the general state of repair, appearance or cleanliness of the Franchised Business or the equipment, fixtures, furniture, signs or decor does not meet our standards or specifications, We will so notify You, specifying the action to be taken by You to correct the deficiency. If You fail or refuse to initiate, within 30 days after receipt of notice, and then continue, a bona fide program to undertake and complete any required maintenance within the timetable set by us, Your failure or refusal will be considered a material default for which We may terminate the Franchise. In addition, We will have the right, but will not be obligated, to enter the premises of the Franchised Business and perform required repairs, painting, decorating and/or replacements of equipment, fixtures, furniture, signs or decor on Your behalf, and You will have the obligation to pay the entire cost to us on demand. Your obligation to initiate and continue any required maintenance will be suspended during any period in which the maintenance is impractical due to war, civil disturbance, natural disaster, labor dispute or other event beyond Your reasonable control (excluding economic duress).

15.3 If you maintain a dedicated office or place of business where customers may enter, You agree to display at the Franchised Business, only signs, emblems, logos, lettering and pictorial materials that are in accordance with specifications required by us in our manuals or otherwise in writing, subject to changes for which We have given our prior written consent. We have the right to revise the specifications for signs, emblems, logos, lettering and pictorial materials, and You must promptly alter Your signs, etc., at Your location to conform to the revised specifications. The alterations will be at Your expense if revisions are required no more often than once every 3 years. Costs associated with the repair, maintenance or upkeep of Your signs, etc. do not apply toward the timing or cost limitations of alterations.

15.4 If you maintain a dedicated office or place of business where customers may enter, You must maintain Your facility and all adjacent areas in good, clean, attractive and safe condition at all times. You must, at Your expense, undertake all maintenance and make all repairs, replacements, alterations and additions as required for that purpose, including periodic cleaning, repainting, repairs and replacement of obsolete fixtures, equipment, and furnishings as We reasonably require.

15.5 You, at Your or Your employees' and independent contractors' expense, will cause Your employees and independent contractors to present themselves to Clients, in terms of general appearance, dress, and accessories, in accordance with the standards and specifications in our manuals or otherwise communicated to You in writing.

16. ADVERTISING AND PROMOTION

16.1 Recognizing the value of marketing and the importance of the standardization of promotions and public relations programs to the furtherance of the goodwill and public image of the System and the Marks, at our option, You agree to contribute to a system-wide advertising and promotional fund ("Fund") during the term of the Franchise and on a monthly basis, an amount equal to 2% of Your Gross Sales.

16.2 The Fund will be maintained and administered as follows:

(a) You will contribute to the Fund monthly, based on Your Gross Sales. This fee will be withheld from all payments processed for you by BIG™ corporate. Any Gross Sales BIG™ corporate does not process for You, this fee is still owed and is payable monthly on the 10th day of each month by electronic transfer. We will initiate the draft from Your bank account. Each month, We require You to send us the "Monthly Franchise Report" then-specified in our manuals. During any period of business disruption, You must continue to pay us this fee monthly based on Your average monthly payments during the 6-month period immediately preceding the period of business disruption.

(c) We will direct all advertising and promotional programs, with the sole discretion of approval over agencies, spokespersons, creative concepts, materials, and media placements and allocations used in the programs. The Fund will establish and maintain an online presence. You agree that the Fund is intended to maximize general public recognition and acceptance of the Marks for the benefit of the System, and that We and our designees undertake no obligation in administering the Fund to make expenditures for You that are equivalent or proportionate to Your contributions, or to ensure that You benefit directly or pro rata from the placement of advertising.

(d) You agree that the Fund may be used to meet the costs of researching, preparing, maintaining, administering and directing advertising and promotional materials and programs (including the costs of conducting secret shopper programs; preparing and conducting television, radio, magazine, newspaper, direct mail and coupon advertising campaigns and other public relations activities; employing advertising agencies; and providing promotional brochures and other marketing materials to franchisees in the BIGway and system). All sums contributed to the Fund will be maintained in a separate account from our general funds and will not be used to defray our general operating expenses, except for reasonable administrative costs and overhead incurred in activities related to the administration or direction of the Fund.

(e) If We spend less than the total of all contributions to the Fund during any fiscal year, We have the right to retain those contributions for use in subsequent years. If We spend more than the contributions accumulated in the Fund during any fiscal year, We will have the right to receive from the Fund, reimbursement or credit during the same or subsequent years to the extent of the excess expenditure.

(f) An unaudited summary report on the operation of the Fund will be prepared annually and will be made available to You on request 90 to 120 days after fiscal year end.

(g) Although the Fund is intended to be of perpetual duration, We retain the right to terminate the Fund. The Fund will not be terminated, however, until all contributions have been used for the purposes described above or returned to contributors on a prorated basis. If We have terminated the Fund, We may later reinstate the Fund at any time.

(h) We may establish an advertising council of franchisees. If we establish an advertising council, the council will advise us on advertising policies. Franchisees will elect the members of the council. The council will be advisory and have no operational or decision-making power. The council will operate under its own bylaws, but We will have the right to change or dissolve the council at any time.

(i) We may establish a cooperative advertising program for the benefit of all BIG™ businesses located within a particular region. We have the right to (a) allocate any portion of the Fund to a cooperative advertising program; and (b) collect and designate all or a portion of the expenditures for local advertising required in Section 16.3 for a cooperative advertising program. We will determine the geographic area for each cooperative advertising program. You must participate in any cooperative advertising program established in Your region if We require Your participation. If a cooperative advertising program is implemented in a particular region, We may establish a cooperative marketing committee for franchisees in that region to self-administer the program.

16.3 Local Advertising and Use of Advertising Materials.

(a) You may not solicit business outside the BIGregion through the use of a toll-free number, social media, direct mail, a Website, electronic communications or other advertising methods without our prior written approval.

(b) Secret Shopper Service. The cost of a Secret Shopper Service that We have selected to monitor the Franchised Business will come from the Advertising Fund.

(c) We have the right to use, and to permit any BIG™ franchisee to use, any photograph You post on any social media.

(d) You must submit to us, for our approval, all materials to be used for local advertising, unless they have been approved before or they consist only of materials We provided. All materials containing our proprietary marks must include the designation TM (trademark), SM (service mark), ® (registered trademark), © (copyright), or any other designation We specify. If You do not receive written or oral disapproval of any materials submitted within fourteen (14) days from the date We receive the materials, the materials are approved. We may require You to withdraw and/or discontinue the use of any promotional materials or advertising, even if previously approved. We must make this requirement in writing, and You have 5 days after receipt of our notice to withdraw and/or discontinue use of the materials or advertising. You must include in any significant display advertisements, and in marketing materials for the Franchised Business, in conformance with standards and specifications in our manuals, a notice that the Franchised Business is individually owned and operated. Subject to any legal restrictions, You also must display marketing materials that We provide to You about the purchase of BIG™ franchises, but You have no responsibility or authority to act for us in franchise sales.

16.4 You acknowledge and agree that We will own all rights to and interest in each telephone number, telephone directory listing, email address, domain name and comparable electronic identity used by You that is associated in any manner with the Franchised Business and/or with any Mark ("Listing"). You acknowledge and agree that all goodwill arising from or in connection with the use of each Listing will inure to our benefit. Promptly after the expiration, termination, repurchase or transfer of the Franchise, and at Your own expense, You will notify all telephone companies and internet service providers or comparable internet authority with whom You have any Listing and direct them to transfer the Listing to us, or any person(s) We designate; and You will execute any and all documents necessary to complete these transfer(s). On the execution of this Agreement, You will sign a telephone and internet service transfer consent and authorization, in a form substantially similar to Attachment 2, granting us the authority to change, transfer or terminate Your Listing(s), on Your behalf. We will use this authorization for Your Listing(s) only if You do not comply fully with this Section 16.4 after the expiration, termination, repurchase or transfer of the Franchise.

16.5 Client Data. To the extent permitted by law, We reserve the right to retain any Client data and use it as we deem appropriate for legitimate business purposes.

17. INSURANCE

17.1 You must secure insurance at Your expense before opening the Franchised Business, and continuously maintain insurance during the term of the Franchise, as follows:

(a) Workers' Compensation Insurance as required by the law of the state or jurisdiction in which you are engaged in business with limits of at least $1,000,000 per accident, disease, and policy. This insurance must be maintained for trainees, as well as for those employed or engaged in the operation of each BIG™ franchise location including 1099 contractors.

(b) Comprehensive General Liability Insurance with limits of at least $1,000,000 per occurrence (and $2,000,000 aggregate).

(c) Professional Liability Insurance (also known as Errors and Omissions) with limits of at least $1,000,000 per occurrence.

(d) Such Insurance and types of coverage as may be required by a landlord or by the terms of any lease for the premises of your business or by the municipality, county, state or other local jurisdiction in which your BIG™ franchise location is located.

(e) We recommend, but do not require, that You secure Crime Insurance for employee dishonesty with at least a $10,000 combined single limit, Employment Practices Liability Insurance (EPLI) with a limit of at least $100,000 per occurrence, and Cyber Liability Insurance with third party coverage with a limit of at least $100,000 per occurrence and first party coverage with a limit of at least $100,000 and breach response costs.

17.2 If circumstances require for the protection of You and Us, We, in our sole discretion, may increase or modify the insurance limits noted above and may require additional types of insurance. If We determine that any required insurance is not generally available to You at a cost that We, in our sole and absolute judgment, deem to be reasonable, then We may modify the insurance requirements to provide for lower limits until the insurance becomes available at a reasonable cost.

17.3 Each insurance policy You maintain for the Franchised Business, except the workers' compensation and employment practices liability policies, must: name us, and our affiliates, successors, assigns, shareholders, partners, officers, directors, employees and agents as additional insureds; require the insurer to defend each person or entity if there is a claim; provide that any liability coverage afforded applies separately to each person or entity against whom a claim is brought as though a separate policy had been issued to that person or entity; contain no provision that limits or reduces coverage if there is a claim by 1 or more additional insured, or by reason of any insurance that We maintain; and provide coverage for Your indemnification obligation under Section 24.2 of this Agreement. Coverage for additional insureds will apply on a primary basis irrespective of any other insurance, whether collectable or not. All insurance policies must be issued by insurance companies with performance ratings of at least A as rated in the then-most-recent edition of Best's Insurance Reports or comparable publication.

17.4 At least 10 days before You open the Franchised Business or begin any construction, You must furnish us with certificates of insurance issued by insurance companies showing compliance with the insurance requirements in Section 17.1 and paid receipts showing the certificate numbers. Each certificate of insurance must include a statement by the insurance company that the policy will not be canceled, subject to non-renewal or materially altered without at least 30 days' written notice to us. Annually, when You provide us with Your annual financial statements, You must furnish us with then-current certificates of insurance and paid receipts showing the certificate numbers. On our request, You must provide us with copies of Your insurance policies and proof of payment for the policies.

17.5 You may not reduce any insurance limit, restrict any insurance coverage, or cancel, alter or amend any insurance policy without our prior written consent. If You fail to obtain or maintain any required insurance, You agree that We may, but are not obligated, to obtain the insurance and that You will reimburse us for the cost of the insurance, and for any reasonable expenses incurred in procuring the insurance, within 30 days of the date of our invoice. You expressly waive any objection to our purchase of insurance under this Section.

18. LEGAL COMPLIANCE, TAXES, LICENSES, UTILITIES AND OTHER OBLIGATIONS

18.1 You must comply with all laws and regulations applicable to the operation of the Franchised Business, including federal laws such as the Fair Labor Standards Act, National Labor Relations Act and Americans with Disabilities Act, and laws and regulations governing matters such as alter occupational hazards, zoning, construction, business licensing, fictional business names, health, sanitation, safety, minimum wages, overtime, working conditions, workers' compensation insurance, unemployment insurance, consumer protection, trade regulation, data protection and data breaches, environmental protection, and the withholding and payment of income, social security, sales, use, property and other taxes. You must notify us immediately of any suspected data breach at or in connection with the Franchised Business. Each payment to us required under this Agreement will be made free and clear and without deduction for any such taxes.

18.2 You must promptly satisfy any other indebtedness that You incur in operating the Franchised Business.

18.3 You must promptly notify us of the commencement of any action, suit or proceeding, or of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality that may adversely affect the operation of the Franchised Business.

18.4 If there is any bona fide dispute as to any liability for taxes assessed or other indebtedness, You may contest the validity of the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law; however, You may not permit a tax sale or seizure by levy of signing or similar writ or warrant, or attachment by a creditor to occur against the premises of the Franchised Business or any of its improvements.

19. PROPRIETARY MARKS

19.1 The Marks are our exclusive property. You agree that Your use of the Marks is a temporary authorized use under franchise and that We retain all ownership interests in the Marks. You acknowledge and agree that all goodwill arising from or in connection with the use of the Marks will inure to our benefit. You agree to use the Marks only in accordance with the terms of this Agreement and agree that the use of the Marks outside the scope of the terms of this Agreement without our prior written consent, is an infringement of our exclusive right, title and interest in and to the Marks. You agree that during the term of the Franchise, and after the expiration, termination, repurchase or transfer of the Franchise, You will not, directly or indirectly, commit an act of infringement or contest or aid others in contesting the validity, distinctiveness, secondary meaning, ownership or enforceability of the Marks, or take any other action in derogation of the Marks, and that no monetary amount will be assigned as attributable to any goodwill associated with Your use of the System or the Marks.

19.2 You must provide products and services to the public under the service mark, trademark and trade name BURNING ISSUES GROUP™ and integrate our related logos, but may not use any Mark, any derivation or modified version of any Mark, or any confusingly similar mark: as part of any corporate, partnership, firm or other business name, Website address, email address, domain name or other identification in any print, electronic or other medium; or with any prefix, suffix or other modifying word, term, symbol or design. You may not use any Mark in connection with the offer or sale of unauthorized services or services or in any manner that We have not authorized in writing. You agree to execute, during or after the term of the Franchise, at our request, any consents necessary for the registration of our corporate name in the state where You conduct the Franchised Business.

19.3 You agree that when any Mark is affixed to any packaging or point of sale display, or is used in advertising or promotional materials, the Mark will be accompanied either by an appropriate notice immediately following the Mark ("TM" or "®") or by an asterisk immediately following the Mark and the legend "BURNING ISSUES GROUP" is either a registered trademark of Burning Issues Group™, LLC (or subject to pending registrations), printed on or in the package, display, advertisement or material. A suitably abbreviated form of the legend, approved by us, may be used where space restrictions so require. If We receive a Certificate of Registration from the United States Patent and Trademark Office for any Mark that is not currently registered, the symbol "®" will be used for that Mark.

19.4 If it becomes advisable at any time, in our sole and absolute judgment, for the business to modify or discontinue use of any Mark and/or to use 1 or more additional or substitute service marks, trademarks, trade names or trade dresses, You agree to comply with our directions to modify or otherwise discontinue the use of the Mark, and/or to use 1 or more additional or substitute service marks, trademarks, trade names or trade dresses, within a reasonable time after receiving notice from us. You will be responsible for the costs of modifying or discontinuing the use of any trademark, service mark or trade name, or using 1 or more substitute trademarks, service marks or trade names. We will not be responsible for reimbursing You for any loss of goodwill in connection with the modification or discontinuation of any trademark, service mark or trade name.

19.5 During the term of the Franchise, in conjunction with the use of any Mark, You must identify Yourself as the operator of the Franchised Business on letterhead sheets, invoices, order forms, receipts, contracts and similar documents, and, where We require, on signs. The form and content of the identification must comply with specifications in our manuals.

19.6 During the term of the Franchise, You must file and maintain state corporate trade name or fictitious name registrations including *Burning Issues Group™*, and must execute any documents deemed necessary by us or our counsel to obtain protection for the Marks or maintain their continued validity and Enforceability. You must also utilize a regional symbol, name, or city in any such separate fictitious name registration. For example, *Burning Issues Group™ Indianapolis* for the Burning Issues Group™ Franchise located in Indianapolis, IN.

19.7 You must promptly notify us of any use of any Mark or any name or mark confusingly similar to any Mark by any person or entity other than us or another of our franchisees.

19.8 You agree to promptly notify us of any litigation brought or threatened by any person or entity against You, involving any Mark. If We, in our sole and absolute judgment, undertake the defense or settlement of that litigation or claim, We will do so at our own expense, but You agree to execute any documents, and to render any assistance (excluding financial assistance) as may, in the sole discretion of our counsel, be reasonably necessary to carry out the defense or settlement. If the defense does not involve issues concerning the operation of Your business, We will reimburse You for all reasonable out-of-pocket costs incurred in connection with assisting in the defense or settlement.

19.9 You agree that the use of any Mark contrary to any term of this Agreement is an act of infringement, and that the use will cause irreparable injury to us and entitle us to an order of specific performance and/or a temporary, preliminary or permanent injunction, without bond, from a court or agency of competent jurisdiction, court costs, reasonable expenses of litigation, reasonable attorney's fees, and any other appropriate relief.

20. TRADE SECRETS AND CONFIDENTIAL INFORMATION

20.1 You acknowledge that the System involves trade secrets We own and that, during Your relationship with us, You will acquire knowledge of confidential information, including but not limited to:

(a) BIGregion and demographic criteria;

(b) training, operational knowledge, manuals and materials, including the confidential Operations Manual and service practices;

(c) System standards and specifications, including know-how, methods, formats, policies, procedures, techniques, knowledge and experience, used in developing, promoting and operating the Franchised Business;

(d) market research, and promotional, marketing and advertising programs;

(e) knowledge of suppliers and specifications for services and supplies used in the operation of the Franchised Business;

(f) software or similar technology which is proprietary to us, our affiliates or the System; and

(g) Client data and Client lists.

20.2 You agree that, without our prior written consent, You will never either during or after the term of the Franchise, use or allow the use of any trade secret or confidential information except in connection with the operation of the Franchised Business by persons actively involved in the operation of the business. You further agree that You will not disclose the contents of any manuals, plans, records or other documents relating to the Franchised Business to any third party, except a party who is actively involved in the operation of the business and who has a valid need for disclosure. Any employee or independent contractor to whom a trade secret or confidential information is disclosed will be informed that the trade secret or confidential information is confidential and proprietary to us, and that it may not be used except under a Franchise Agreement with us. You must have each Advisor, each management employee or independent contractor, and each person attending training enter into a Confidentiality Agreement and Non-Competition Agreement substantially similar to our approved form.

20.3 You agree to promptly reveal to us discoveries, inventions, innovations or improvements made by You, or by any of Your Advisors, employees or independent contractors, relating to materials, devices, methods or processes in any way connected with the System, and further agree that all proprietary interests in the information, materials, devices, methods, techniques, know-how and processes utilizing those discoveries, inventions, innovations and improvements will be our property.

20.4 You agree that use of any trade secret or confidential information contrary to any term of this Agreement is an act of infringement, and that the use will cause irreparable injury to us and entitle us to an order of specific performance and/or a temporary, preliminary or permanent injunction, without bond, from a court or agency of competent jurisdiction, court costs, reasonable expenses of litigation, reasonable attorney's fees, and any other appropriate relief. You agree that Your only remedy if an injunction is entered against You will be the dissolution of that injunction, if warranted, on due hearing, and expressly waive all claims for damages caused by the wrongful issuance of any injunction.

21. NON-COMPETITION

21.1 Unless otherwise stated in this Agreement, the words "You" and "Yourself" in this Section 21 include, collectively and individually, each shareholder, member, partner, officer and director, and each direct or indirect holder (and each shareholder, member, partner, officer or director of each holder) of any beneficial interest in You, if You are a legal entity.

21.2 You agree that during the term of the Franchise, You will not, directly or indirectly, for Yourself, or through, on behalf of or in conjunction with any person or entity, divert or attempt to divert any business or Client of the Franchised Business to any other business by direct or indirect inducement or otherwise, but this Section 21 will not prevent You from referring Clients in good faith to other businesses, including competing businesses, that may be able to provide those Clients with products or services not available from the Franchised Business.

21.3 You agree that during the term of the Franchise, and for an uninterrupted period of 1 year after expiration, termination, repurchase or transfer of the Franchise, regardless of the cause of expiration, termination, repurchase or transfer, You will not, without our prior written consent, directly or indirectly, for Yourself, or through, on behalf of or in conjunction with any person or entity, employ, engage as an independent contractor, or seek to employ or engage as an independent contractor, any person who, within the prior 6 months, has been an employee or independent contractor of us or any of our franchisees, or induce or seek to induce any person who is an employee or independent contractor of us or any of our franchisees, to leave his or her employment or engagement for an employment agreement or independent contractor offer with a company outside the BIGnetwork of BIG™ Franchisee companies. If You fail to comply with this paragraph 21.3, You agree to pay us an amount equal to 200% of the annual employment or annual contractual compensation of such person following their engagement or employment with Us.

21.4 You acknowledge: that certain methods of doing business and other elements comprising the System are unique and distinctive, and have been developed by us at great effort, skill, time and expense; that You will have regular and continuing access to valuable trade secrets, confidential information and valuable training regarding the System; and that You recognize Your continuing obligation to promote the Franchised Business. You accordingly agree as follows:

(a) During the term of the Franchise, You will not, without our prior written consent, directly or indirectly, for Yourself, or through, on behalf of or in conjunction with any other person or entity, own, operate, engage in, have any interest in, be employed by or perform any service for any business located in the United States or foreign country which operates one or more Competitive Businesses, or which franchises or licenses others to operate Competitive Businesses. A "Competitive Business" is any business which offers, or which franchises or licenses others to offer, products or services that are the same as or substantially similar to products or services that are or could be offered by You under this Agreement.

(b) You agree that, for an uninterrupted period of one (1) year after the expiration or termination of the Franchise, regardless of the cause of expiration or termination, You will not, without our prior written consent, directly or indirectly, for Yourself, or through, on behalf of or in conjunction with any other person or entity, own, operate, engage in, have any interest in, which operates one or more Competitive Businesses, or which franchises or licenses others to operate Competitive Business. If You violate any covenant in this Section 21.4(b) during the three (3)-year period immediately after the effective date of the expiration or termination of the Franchise, You agree to comply with such covenant during a subsequent 1-year period, and You further agree that a judge may order compliance with such covenant during any subsequent 1-year period.

21.5 You agree that Your violation of any term of this Section 21 will cause irreparable injury to us for which no adequate remedy at law is available. You accordingly consent to the issuance of an order of specific performance and/or a temporary, preliminary or permanent injunction, without bond, prohibiting any conduct by You in violation of any term of this Section 21.

21.6 Each provision and subpart of a provision of this Section 21 is independent of each other provision and subpart of a provision of this Agreement. If a provision or subpart of a provision of this Section 21 is held unreasonable or unenforceable by any court, agency or other tribunal of competent jurisdiction, You agree to be bound by any lesser provision or subpart that imposes the maximum duty permitted by law, as if the resulting lesser provision or subpart were separately stated in this Section 21, and also agree to be bound by each other subpart of a provision of this Agreement.

21.7 You agree that We may, in our sole discretion, reduce the scope of any provision or subpart of any provision in this Section 21 without Your consent, effective immediately on written notice from us, and You agree that You will promptly comply with any provision or subpart so modified, which will be fully enforceable notwithstanding any other provision or subpart of this Agreement.

21.8 You agree that any claim You may have against us, whether or not related to the Franchised Business, will not be a defense to the enforcement by us of any provision of this Section 21. You further agree that We will be entitled to set off any amounts We owe to You against any loss or damage to us arising from Your breach of this Agreement, including this Section 21.

21.9 This Section 21 will not apply to any ownership by You of less than a 5% beneficial interest in the outstanding equity securities of any publicly-held corporation.

22. INSPECTION BY US

22.1 Our field representative or designee may make an announced or unannounced inspection of the Franchised Business at any reasonable time to ensure compliance with all terms of this Agreement, which inspection may include interviews of Your Advisors, employees and independent contractors to ascertain their knowledge of and compliance with the System, as well as interviews with Your Clients to determine their level of satisfaction. You acknowledge that any feedback, coaching or recommendations given by our field representative or designee to any personnel of the Franchised Business during any such inspection will be informational and non-mandatory, but that You may be required to communicate with, give instructions to, train or retrain those personnel during or after the inspection in order to bring the operation of the Franchised Business into compliance with the System. You further agree to allow Our field representative or designee to take a physical inventory of the assets of the Franchised Business, and to inspect any records of the Franchised Business, including Your books and financial accounts, at any time during normal business hours. Any inspection will be made at the expense of us or our designee, but if We or our designee must make 2 inspections concerning Your repeated or continuing failure to comply with this Agreement, We will have the right to charge You for the costs of making all further inspections concerning Your failure to comply, including our field representative's or designee's reasonable travel, lodging and meal expenses, and his or her wages and benefits, during any further inspection. At the conclusion of his or her inspection, the field representative or designee will prepare a written report. You (or if You are not an individual, Your principal operating officer, partner or member), if present, or Your chosen Advisor, will be given a copy of the report and will sign a second copy to be sent to us, on which he or she may agree with or contest the field representative's or designee's conclusions and observations.

22.2 During any inspection, You agree to cooperate fully and to give any assistance reasonably requested. Promptly after receiving notice of any deficiencies detected in an inspection, You agree to take steps necessary to correct the deficiencies, including if necessary the temporary closing of the Franchised Business. Without limiting our other rights and remedies, We will have the right but not the obligation, if You fail or refuse to act promptly, to make or cause to be made any required corrections and to charge the costs of correction to You.

23. FRANCHISEE AS INDEPENDENT CONTRACTOR

23.1 Relationship of Parties. Under this Agreement, You are an independent contractor with entire control and direction of the Franchised Business, subject only to the terms of this Agreement and its attachments. This Agreement is not intended to, and does not create a fiduciary or other special relationship between the parties, or make any party a principal, agent, legal representative, parent, affiliate, subsidiary, joint venturer, partner, employer, joint employer, employee or servant of any other party for any purpose. In that regard:

(a) We have no right or duty to operate the Franchised Business, and disclaim any liability under this Agreement for any damages arising out of the operation of the Franchised Business.

(b) BIG™ corporate will assist You in hiring, recruiting and training Your personnel as described in our manuals. However, You are solely responsible for recruiting, interviewing, hiring, determining the terms of employment of, compensating, keeping the time of, processing the payroll of, providing work resources to, scheduling, supervising, disciplining and firing Your personnel, and Your personnel are not our employees, independent contractors or agents.

(c) We have no right or duty to supervise, or to exercise control over, Your personnel in the operation of the Franchised Business, and disclaim any rights or responsibilities as to Your personnel. To the extent that We provide You with guidelines, recommendations, materials and other resources related to functions such as recruiting, interviewing, hiring, determining the terms of employment of, compensating, keeping the time of, processing the payroll of, providing work resources to, scheduling, supervising, disciplining or firing personnel, You may use those resources, or may choose to use alternate resources. You are solely responsible for consulting with Your own third-party human resources ("HR") service provider and/or legal counsel concerning compliance with personnel laws and regulations that are applicable within the Territory, and for complying with those laws and regulations.

(d) Except as provided in this Agreement, You are solely responsible for training Your personnel. To the extent that We provide You with materials and other resources related to training Your management and non-management personnel on food handling, food preparation, health and sanitation matters, in the interest of protecting and maintaining the goodwill of the System and the Marks, and not in order to give us control the day-to-day operation of the Franchised Business, You must use those resources as We direct. To the extent that We provide You with guidelines, recommendations, materials and other resources related to training Your management and non-management personnel on other matters, You may use those resources, or may choose to use alternate resources, so long as Your personnel are trained to operate the Franchised Business in a System-compliant, legal and safe manner.

(e) You are solely responsible for establishing and enforcing Your own policies related to personnel practices and labor relations. To the extent that We provide You with guidelines, recommendations and materials related to personnel practices and labor relations, You may use those resources, or may choose to use alternate resources. You are solely responsible for consulting with Your own third-party HR service provider and/or legal counsel concerning compliance with personnel and labor relations laws and regulations that are applicable within the BIGregion, and for complying with those laws and regulations.

23.2 Notices to Public. During the term of the Franchise, You agree to hold Yourself out, to the public, public officials, Your suppliers, Your independent contractors and others, as an independent contractor operating the Franchised Business pursuant to rights granted by us, but not jointly with us. You agree to take any reasonable action that We consider necessary to that end, including exhibiting notices of the parties' relationship in a conspicuous manner at the Franchised Business, and on Websites, letterhead, forms, business cards, electronic communications, advertisements, and other materials We designate. We reserve the right to specify and change the content and form of these notices.

23.3 Statements to and Acknowledgements by Employees. During the term of the Franchise, You shall hold Yourself out to Your prospective employees, and to Your employees, as an independent contractor operating the Franchised Business pursuant to rights granted by us, but not jointly with us. You shall take any reasonable action that We consider necessary to that end, including

(i) stating conspicuously on each employment application that the prospective employee is applying to be Your employee and not an employee of ours,

(ii) stating Your entire business name, rather than just using our brand name and/or logo, on Your payroll checks and/or payroll-related communications to employees, and

(iii) requiring employees to sign acknowledgements that they are not employees of ours, even though they are selling products and services identified by our brand name and/or logo, are receiving payroll checks and other communications that contain our brand name and/or logo, may have applied for jobs through our website(s), or may communicate with or receive non-mandatory feedback, coaching or recommendations from our representatives in emails or other electronic or written communications, or during telephone calls, meetings or inspections. We reserve the right to specify and change the content and form of these statements and acknowledgements.

23.4 Contracts/Authority. Under this Agreement, no party is responsible for any obligations, debts or expenses of any other party. Nothing in this Agreement authorizes You: to make any contract, agreement, warranty or representation on our behalf; to incur any obligation, debt or expense in our name; or to make any representation to any third party tending to indicate a business relationship with us beyond that created under this Agreement. We disclaim any liability, and will not be liable under this Agreement, for any claim or judgment arising as a result of any such action.

24. INDEMNIFICATION

24.1 We will indemnify You, Your affiliates, successors and assigns, and Your and their respective partners, Advisors, shareholders, officers, directors, employees and agents, for any expenses arising out of any claim for copyright or trademark infringement or unfair competition directly or indirectly related to Your authorized use of our materials or the Marks under this Agreement and our manuals, if You notify us in writing within 30 days, or within any shorter period necessary to avoid prejudice, after learning of the claim, and also if We are given the opportunity, if We so choose, in our sole discretion, to control the settlement or defense of the claim. You may not settle any claim to which this Section 24.1 applies without our prior written consent.

24.2 You will indemnify us, our affiliates, successors and assigns, and our and their respective partners, Advisors, shareholders, officers, directors, employees and agents, for any expenses arising out of any claim directly or indirectly related to Your operation of the Franchised Business or performance or lack of performance under this Agreement, if the claim does not arise from our negligent or wrongful conduct. You acknowledge (i) that We do not have any reserved or general right to exercise control over, and do not exercise any indirect or direct control over, the day-to-day operation of the Franchised Business (including operations-related functions such as safety and security, the use of equipment and motor vehicles, and the delivery of products and services to Clients, and personnel-related functions such as recruiting, interviewing, hiring, determining terms of employment, compensating, timekeeping, payroll processing, providing work resources, scheduling, supervising, disciplining and firing), (ii) that all liability arising out of the operation of the Franchised Business is therefore Your responsibility, and (iii) that Your indemnification obligation under this Section 24.2 covers any "joint employer," "agency," "ostensible agency" or similar claims by third parties based on the establishment or operation of the Franchised Business. You must promptly notify us of any claim by or against You directly or indirectly related to Your operation of the Franchised Business and, on request, must furnish us with copies of any filings in any proceeding involving the claim.

24.3 As used in this Section 24, the word "expenses" includes all losses, compensatory, exemplary or punitive damages, fines, charges, costs, lost profits, attorneys' fees, accountants' fees, expert witness fees, expenses, court costs, settlement amounts, judgments, compensation for damages to reputation or goodwill, costs of or resulting from delays, financing, costs of advertising material and media time/space, and costs of changing, substituting or replacing the same, and costs of recall, refunds, compensation and public notices.

24.4 The indemnification obligations of us and You will survive the expiration or termination of the Franchise for as long as any potential for liability under any applicable law, rule, ordinance, statute or judicial decision remains. In this regard, to the maximum extent permitted by law, We and You each waive the effect of any statute of limitation which would, by lapse of time, limit our indemnification obligations.

25. TRANSFERS OF INTEREST

25.1 Transfer by Us. We may sell, assign, transfer, convey, pledge, hypothecate, mortgage or otherwise encumber ("transfer") all or any part of our rights, interests or obligations in this Agreement to any person or entity in our sole discretion. Specifically, and without limitation, We (or any affiliate, as applicable) may sell our assets, the Marks or any other elements of the System to any person or entity; may offer securities privately or publicly; may merge with, spin off or acquire other entities, or be acquired by another person or entity, including a competing or non-competitive franchise system or business, regardless of the locations of the franchise system or business; or may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring. With regard to any or all of the above sales, assignments or dispositions, You expressly and specifically waive any claims, demands or damages against us and our affiliates arising from or related to the transfer of the Marks (or any variation thereof) or the System to any other person or entity. If We transfer or assign this Agreement, We will be released from all further liability under this Agreement. Nothing contained in this Agreement will require us to offer to You any products or services, whether or not bearing the Marks, if We transfer or assign this Agreement.

25.2 Transfer by Franchisee.

(a) Your rights and obligations under this Agreement are personal to You, and We have granted the Franchise in reliance on Your and/or Your principals' business skill, financial capacity, personal character, and reputation for honesty, integrity and fair dealing. Accordingly, You and Your successors, assigns, shareholders, partners and members, may not transfer any interest in You, in this Agreement or any related agreement, in the Franchise or the Franchised Business, without our prior written consent. Any purported transfer not having our prior written consent will be void.

(b) We will not unreasonably withhold our consent to a transfer of any interest in You, this Agreement, any related agreement, the Franchise or the Franchised Business, but if a transfer, alone or together with other previous, simultaneous or proposed transfers, would have the effect of transferring either a controlling interest in or operating control of You, this Agreement, any related agreement, the Franchise or the Franchised Business, We may, in our sole discretion, require as conditions to our consent that:

(i) You must be in substantial compliance with the terms of this Agreement;

(ii) The transferee (including any person with a beneficial interest in the transferee if it is a legal entity) has demonstrated to our satisfaction that it meets the then-current standards which We would normally apply to any prospective franchisee. The transferee, for example, has demonstrated that it meets our educational, personal, entrepreneurial, advisory and business standards; possesses a good moral character and a good business reputation; has the aptitude and ability to conduct the Franchised Business (as may be shown by prior related experience); has adequate financial resources and capital to operate the Franchised Business; is financially responsible and has a good credit rating; will be likely in our sole and absolute judgment to comply with the terms of this Agreement, our then-current standard Franchise Agreement and our then-current manuals; and has no direct or indirect connection with any actual or potential competitor of us or any of our franchisees;

(iii) Your debts to us and others relating to the Franchised Business have been satisfied;

(iv) You and the transferor have signed a general release, in a form satisfactory to us, of any claims against us and our affiliates, and/or their respective partners, Advisors, shareholders, officers, directors, employees and agents, in their corporate and individual capacities;

(v) The transferee (including any person with a beneficial interest in the transferee if it is a legal entity) has entered into a written transfer agreement, in a form satisfactory to us, assuming and agreeing to discharge Your and/or the transferor's obligations under this Agreement and any attachments;

(vi) The transferee (including any person with a beneficial interest in the transferee if it is a legal entity) executes our then-current standard Franchise Agreement (excluding any requirement to pay an initial franchise fee) and attachments (including any guaranty agreements). The then-current Franchise Agreement will have the same term expiration date of this Agreement, but may contain terms substantially different from those in this Agreement, including different fees, advertising contributions, training requirements and territory. Depending on the then-current demographics of the Territory or BIGregion, We may require the transferee to accept a Transfer Territory smaller than the Territory.

(viii) The transferee and its Advisor, if any, have agreed to successfully complete (at the transferee's expense and to our satisfaction) any then-current initial training programs;

(ix) You or the transferor has paid, in lieu of paying the initial franchise fee specified in Section 9.1, a transfer fee of 20% of our then-current initial franchise fee for a comparable initial franchise, plus full reimbursement for any reasonable travel, lodging and meal expenses incurred by us in connection with the Transfer;

(x) We have decided not to exercise our right of first refusal, if any, under Section 25.5;

(xi) You have updated Your equipment and premises to our then-current specifications in our manuals;

(xii) We have consented to the material terms of the transfer, including the price and terms of payment, which will not be so burdensome as to adversely affect the operation of the Franchised Business by the transferee; and

(xiii) If any part of the sale price of any transferred interest is to be financed, the transferor will have agreed that all obligations of the transferee under any promissory notes, agreements or security interests reserved by the transferor in the assets of the Franchised Business will be subordinate to the obligations of the transferee to pay continuing franchise fees, advertising contributions and other amounts due to us and our affiliates, or otherwise to comply with this Agreement or the Franchise Agreement signed by the transferee.

(c) Except as stated below, the transfer fee stated in Section 25.2(b)(viii) is non-refundable and fully earned by us when paid. If, the transferee is unable to successfully complete initial training, We, in our sole discretion, may cancel this Agreement or the transferee's then-current Franchise Agreement. If We so cancel this Agreement or the transferee's then-current Franchise Agreement, We will refund the transfer fee if the transferee agrees to the protective covenants and other terms in Sections 19.1, 19.9, 20, 21.3, 21.4(b), 21.5-21.8, 27.1-27.2, and 32.

(d) No transfer in the nature of a grant of a security interest in You, this Agreement, any related agreement, the Franchise or the Franchised Business will be permitted without our prior written consent. If We consent to a transfer in the nature of a grant of a security interest, and if the holder of the security interest later seeks to exercise Your right or assume the interest of You in the Franchise, this Agreement, any related agreement, You or the Franchised Business due to a default under any documents related to the security interest, We will have the option to purchase the rights of the secured party by paying all sums then due to the secured party, and the secured party will sign an agreement to that effect before any transfer takes place.

25.3 Transfer to Franchisee's Legal Entity. If a proposed transfer is to a single legal entity You control which is formed solely for the convenience of ownership, our consent to the transfer may, in our sole discretion, be conditioned on the following requirements:

(a) The legal entity's activities will be confined exclusively to operating the Franchised Business;

(b) You will own a majority stock interest, partnership or membership interest in the legal entity, and will act as its principal operating officer, partner or member;

(c) Each stock certificate or certificate of interest in the legal entity will have conspicuously endorsed on its face a statement in a form satisfactory to us that it is held subject to, and that further transfer is subject to, all restrictions on transfers in this Agreement;

(d) All shareholders, partners, or members will jointly and severally guarantee the legal entity's performance and will bind themselves to the terms of this Agreement and any attachments;

(e) You will maintain a then-current list of all partners, members or shareholders and beneficial owners of any class of stock, and furnish the list to us on request; and

(f) Copies of the transferee's Certificate and Articles of Incorporation, Certificate and Articles of Organization, Certificate and Agreement of Partnership, By-Laws, resolution authorizing entry into this Agreement and any other significant governing documents, promptly will be furnished to us.

25.4 Transfer and Issuance of Securities. If You are a legal entity, You will maintain stop transfer instructions against the transfer of any stock certificate, certificate of interest, or evidence of ownership contrary to the terms of this Section 25, and will issue no certificate on the face of which the following statement does not legibly and conspicuously appear: The transfer of this [insert type of ownership interest] is subject to the terms of a Franchise Agreement dated [insert date] between Burning Issues Group™, LLC and [insert name of legal entity].

25.5 Our Right of First Refusal.

(a) If You or any other person or entity at any time determines to sell an interest in You, the Franchise or the Franchised Business, a true and complete copy of the offer (and any proposed ancillary agreements) will immediately be submitted to us by You or the other person or entity involved. The offer must apply only to an interest in You, the Franchise or the Franchised Business. It must not include the purchase of any of Your other property or rights (or those of Your shareholder, partner, or member), but if the offeror proposes to buy any other of Your property or rights (or those of shareholder, partner or member) under a separate, contemporaneous offer, the price and terms of purchase offered to You (or to Your shareholder, partner or member) for the interest in You, the Franchise or the Franchised Business will reflect the bona fide price offered and will not reflect any value for any other property or rights. We will have the right, exercisable by written notice delivered to You, or the person or entity involved, within 30 days after receipt of the copy of the offer, to purchase the interest for the price and on the terms in the offer. We will be entitled to purchase the interest subject to all customary representations and warranties given by the seller of the assets of a business or voting stock of an incorporated business, as applicable, including representations and warranties as to ownership, condition and title to stock and/or assets, liens and encumbrances relating to the stock and/or assets, validity of contracts, and liabilities, contingent or otherwise, of any corporation whose stock is purchased. If We do not exercise our right of first refusal, You or the person or entity involved may complete the sale to the purchaser under the terms of the offer subject to our consent to the transfer under Section 2

5.2(b), but if the sale to the purchaser is not completed within 120 days after receipt of the offer by us, or if there is a material change in the terms of the sale, We will have an additional right of first refusal for 30 days on the same terms as Were applicable to the initial right of first refusal.

(b) If a proposed transferee is the spouse, child or parent of the proposed transferor, or is a person or entity already holding an equity interest in You or the Franchised Business, as of the date of this Agreement, that has been disclosed to us, We will not have any right of first refusal as provided in Section 25.5(a), unless the proposed transferee has a direct or indirect connection with any actual or potential competitor of us or any of our franchisees. However, written notification of this type of transfer must be provided to us by the transferor at least 30 days before consummation of that transfer.

25.6 Transfer on Death, Permanent Incapacity or Dissolution. On the death or permanent incapacity of any person with an interest in You, this Agreement, any related agreement, the Franchise or the Franchised Business, or on Your dissolution if You are a legal entity, the executor, administrator, personal representative or trustee ("personal representative") of that person or entity will transfer his, her or its interest to a third party acceptable to us within 180 days after assuming that capacity. Any transfer of this type, including a transfer by devise or inheritance, will be subject to the same requirements as other transfers under this Agreement, but if the transfer is to a spouse, child or parent, the fee required under Section 25.2(b)(viii) will not be required. If the personal representative is unable to meet these conditions, the personal representative of that deceased person will have an additional 60 days to dispose of the interest, which disposition will be subject to the requirements for transfers in this Agreement, including the requirements of this Section 25. If the interest is not disposed of within 60 days, We may terminate this Agreement, or may exercise an option to purchase or have transferred from You the assets of the Franchised Business in accordance with the procedures specified in Section 27.3, by giving You written notice of the exercise of the option at any time during those additional 60 days.

25.7 Interim Operation of Business on Death or Permanent Disability. Pending transfer on Your death or permanent incapacity (or Your principal operating officer, partner or member, if You are a legal entity), We will have the option to appoint a general Advisor to operate the Franchised Business for Your account until an approved transferee is able to assume the operation of the Franchised Business, for up to 12 months without Your consent, Your personal representative, or Your successor in interest. All funds from the operation of the Franchised Business during the period of operation by our appointed general Advisor will be kept in a separate fund, and all expenses incurred, including our appointed general Advisor's wages and benefits, and his or her reasonable traveling, lodging and meal expenses (the "Management Expenses"), will be charged to the fund. As compensation for services provided, We will charge the fund the full amount of the Management Expenses incurred during the period of our operation. We will only have a duty to use reasonable efforts in operating the Franchised Business, and will not be liable to You or Your principals for any debts, losses or obligations incurred by the Franchised Business, or to any creditor for any equipment, inventory, services, services or supplies purchased for the Franchised Business during any period in which it is operated by our appointed general Advisor.

25.8 Non-Waiver of Claims. Our consent to a transfer of any interest in You, this Agreement, any related agreement, the Franchise or the Franchised Business will not be a waiver of any claims We may have against the transferring party, nor will it be a waiver of our right to demand the transferee's compliance with the terms of this Agreement.

26. DEFAULT AND TERMINATION

26.1 Automatic Termination. Except as may be prohibited by federal bankruptcy law or applicable state law, You will be deemed to be in default under this Agreement, and the Franchise will automatically terminate without notice to You, if You make a general assignment for the benefit of creditors, suffer the filing of an involuntary bankruptcy petition which is not dismissed within 60 days after filing, file a voluntary bankruptcy petition, are adjudicated a bankrupt, or suffer temporary or permanent court-appointed receivership of substantially all of Your property; if suit to foreclose any lien or mortgage against the premises or equipment of Your business is instituted and not dismissed within 30 days; or if the premises or equipment of Your business is sold after levy thereon by any sheriff, marshal or constable.

26.2 Termination on Notice. Except as may be prohibited by federal bankruptcy law or applicable state law, You will be in default and We may, in our sole discretion, terminate the Franchise, without giving You any opportunity to cure the default, effective immediately on giving written notice of termination to You, if:

(a) You are insolvent (are unable to pay Your debts as they come due or have debts that are greater than Your assets) and not otherwise subject to automatic termination under Section 26.1;

(b) You, without our prior written consent, cease to operate the Franchised Business;

(c) You (or Your principal officer, shareholder, partner or member, if You are a legal entity) are convicted of a felony or other crime involving moral turpitude, a crime involving consumer fraud, or any other crime that is reasonably likely, in our sole and absolute judgment, to have an adverse effect on the System, the Marks, the goodwill associated with the System or the Marks, or our interest in the System or the Marks;

(d) You (or Your principal officer, shareholder, partner or member, if You are a legal entity) participate in an activity, such as an unfair trade practice or another improper business or personal activity, that is having, or that has had within the past 60 days, in our sole and absolute judgment, a significant adverse effect on the System, the Marks, the goodwill associated with the System or the Marks, or our interest in the System or the Marks;

(e) The operation of the Franchised Business is creating a threat or danger to public health or safety;

(f) You have repeatedly failed to make timely payments of any fees or other amounts owed to Us, or have repeatedly committed defaults of this Agreement, within 12 months of any prior default for which We have given You written notice;

(g) You knowingly make a materially false or incomplete statement in any report submitted to us;

(h) We discover that You knowingly made a materially false or incomplete statement to us to obtain the Franchise;

(i) You or any other person or entity purportedly transfer any interest contrary to Section 25;

(j) You participate in in-term competition contrary to Section 21;

(k) You improperly disclose the contents of our manuals or any other information learned or received under this Agreement and designated as “confidential,” contrary to Section 12 or 20;

(l) An approved transfer is not effectuated following death, permanent incapacity or dissolution as required by Section 25.6;

(m) You suffer any federal, state or local tax lien, levy or suit to enforce the same brought against You or Your property;

(n) You fail to open for business within the period stated in Section 5.5 of this Agreement;

(o) You underpay or under-report any amount due us by 3% or more for any 3-month period;

(p) Any other franchise granted to You (or any affiliate of Yours) by us is terminated for any reason; or

(q) You (or any officer, shareholder, partner or member, if You are a legal entity), violate any U.S. anti-terrorism, anti-corruption, anti-money-laundering, anti-boycott, immigration, or related law, ordinance, regulation or Executive Order.

26.3 Termination After Notice and Opportunity to Cure. You will have 30 days, or any lesser period specified below, or any greater period permitted by us or required by law, to cure any default for which We have given written notice of termination to You under this Section 26.3, and to provide us with evidence of the cure. If a default is not cured within that period, the Franchise will terminate without the need for further notice to You, effective immediately on the expiration of the cure period. We may give written notice of termination under this Section 26.3 for any failure by You to comply with any term of this Agreement or any requirement in our manuals. Defaults may include, for example, if:

(a) You fail to initiate and/or successfully complete initial training;

(b) You fail, refuse or neglect to pay us or any affiliated company any sum owing when due under this Agreement or any other agreement, or to submit to us any required information when due under this Agreement, and do not cure such default within 10 days after notice from us (or such other cure period specified in another agreement, unless no cure period is specified, in which case, the 10-day cure period will apply);

(c) You fail to maintain any standard or specification required to be maintained or followed by this Agreement or our manuals;

(d) You offer any unauthorized or unapproved product or service;

(e) You fail, refuse or neglect to obtain our prior written acceptance, approval or consent as required by this Agreement;

(f) You misuse or make any unauthorized use of the System or the Marks, or otherwise materially impair the goodwill associated with or our rights in the System or the Marks;

(g) You or Your chosen Advisor fail to comply with the requirement of personal attention in Section 4;

(h) You fail to maintain books and records as stated in our manuals, and in a manner that permits an accurate determination of Gross Sales;

(i) You fail, refuse or neglect to pay any third party, including any major supplier, or government taxing or licensing authority, any amount owing when due, or to satisfy any other material obligation relating to the Franchised Business; or

(j) You fail to provide proof of insurance and do not cure such default within 10 days after notice from us. We disclaim any right under this Agreement to terminate the Franchise based on any decision or action by You regarding recruiting, interviewing, hiring, determining the terms of employment of, compensating, keeping the time of, processing the payroll of, providing work resources to, scheduling, supervising, disciplining or firing Your personnel.

26.4 Management Option. We have the right (but not the obligation), in our sole discretion, under the circumstances described below, to assume management of the Franchised Business (or to appoint a designated representative to assume its management) for any period of time We deem appropriate. If We or our designated representative assume management of the Franchised Business under Sections 26.4 (a) or (b), You agree to pay us, in addition to all other amounts due under this Agreement, an amount equal to 10% of Gross Sales, plus our (or our designated representative's) direct out-of-pocket costs and expenses. If We or our designated representative assume management of the Franchised Business, You acknowledge that We or our designated representative will have a duty to use only reasonable efforts, and will not be liable to You for any debts, losses or obligations that the Franchised Business incurs to any of Your vendors or creditors for any services, services or supplies purchased for the operation of the Franchised Business, while We or our designated representative manage it. We or our designated representative may assume the management of the Franchised Business under the following circumstances:

(a) if You abandon or fail to actively operate the Franchised Business;

(b) if You fail to comply with any provision of this Agreement, or any mandatory standard or specification in our manuals, and do not cure the default within the time specified in this Agreement; or

(c) if the Franchise expires or is terminated and We are in the process of deciding whether to exercise our option to purchase the assets of the Franchised Business under Section 27. 3. We will keep in a separate account all monies generated by the operation of the Franchised Business, less the expenses of the Franchised Business, including all amounts described in this Section 26.4 and other amounts owed under this Agreement. Nothing contained herein will prevent us from exercising any other right which We may have under this Agreement, including, our right to terminate this Agreement under Sections 26.2 or 26.3.

27. OBLIGATIONS ON REPURCHASE, EXPIRATION OR TERMINATION

27.1 On repurchase, expiration or termination of the Franchise, in addition to fulfilling Your other continuing obligations under this Agreement:

(a) You promptly will surrender to us or our designee, or, if directed by us, destroy and immediately discontinue the use of, any materials or designations indicating or intending to indicate in any way that You are our franchisee;

(b) You immediately and permanently will discontinue use of the System and any information received under this Agreement and designated as “confidential”;

(c) You promptly will deliver to us or our designee: the confidential Operations Manual; all other manuals, bulletins, instruction sheets, forms, devices, proprietary software and other materials that You received from us; all Client data (including Client lists) related to the Franchised Business; and all copies of the same;

(d) You promptly will pay all charges due for utilities, telephone services, and BIG™ telephone directory listings and will assign to us or our designee, or will cancel, those telephone listings as We direct and as provided in Section 16.4 of this Agreement, and will discontinue any radio, newspaper or other advertising which may in any way identify You with our products or services;

(e) You promptly will pay all internet service providers all charges due for online computer network services, and cause any appropriate internet service provider or comparable authority to cancel or assign to us or our designee, as We direct, any email address, domain name or other comparable electronic identity used in connection with the Franchised Business.

(f) You promptly will take any action necessary to cancel any assumed name or equivalent registration that contains the mark BURNING ISSUES GROUP™ or any other Mark, and submit to us proof of compliance with this obligation within 30 days after repurchase, termination or expiration; 27.2 On expiration or termination of the Franchise, You and We will make a prompt and final accounting. Any sums owed under this Agreement, any sums related to the Franchised Business owed to third parties, and any other sums related to the Franchised Business owed for judgments or otherwise, promptly will be paid by the owing party.

27.3 On expiration of the Franchise, or on termination of the Franchise under Sections 26.1, 26.2 or 26.3, We will have the option, exercisable by giving You written notice within 60 days after the date of expiration or termination, to purchase or have transferred to us the assets of the Franchised Business. Those assets will include equipment, furniture, fixtures, signs and inventory of the Franchised Business. We will have the unrestricted right to assign this option. If We exercise this option, the purchase and transfer will be completed on the following terms:

(a) We or our assignee will be entitled to all customary deeds, releases of lien, bills of sale, assignments, and such other documents and instruments that We deem necessary in order to perfect our title and possession in and to the property being purchased or assigned, as well as all warranties and representations concerning the assets, including representations and warranties as to ownership, condition and title to the assets, liens and encumbrances on the assets, validity of contracts and agreements, and liabilities affecting the assets, contingent or otherwise. If, at the time of closing, We have not received all of these documents and instruments, We may, in our sole discretion, place the purchase price in escrow pending the receipt of any required documents or instruments;

(b) The purchase price for the assets of the Franchised Business will be their fair market value, determined in a manner consistent with reasonable depreciation of the owned equipment, furniture, fixtures, signs and inventory of the Franchised Business. The purchase price will not contain any factor or increment for any trademark, service mark or other commercial symbol used in the operation of the Franchised Business, or for the goodwill or "going concern" value of the Franchised Business. We will be permitted to exclude from the assets purchased and valued any equipment, furniture, fixtures, signs and inventory that do not meet the quality standards for BIG™ businesses. If You and We are unable to agree on the fair market value of the assets, the fair market value will be determined by an independent appraiser jointly selected by You and us, and if We are unable to agree on an appraiser, You and We will each select 1 appraiser, who will jointly select a third appraiser, and the fair market value will be deemed to be the average of the 3 independent appraisals, so long as the highest appraisal is no more than 30% greater than the middle appraisal. If the highest appraisal is more than 30% greater than the middle appraisal, the fair market value will be deemed to be the average of the lowest appraisal and the middle appraisal. You and We will share equally the fees and expenses of any appraiser jointly selected, but will pay for any separately selected appraiser individually.

(c) The closing of the purchase and transfer will take place no later than 90 days after Your receipt of our notice of the exercise of this option. We or our assignee will have the option of paying the purchase price at the closing, or in 12 equal monthly installments of principal and interest calculated at the rate of 0.5% over the base rate of the then-current prime, as published in the Wall Street Journal, with the first installment due at the closing. If the purchase price is paid at the closing, You will deliver instruments transferring to us or our assignee:

(i) good and merchantable title to the purchased assets free and clear of all liens and encumbrances (other than liens and security interests acceptable to us or our assignee), with all sales and other transfer taxes paid by You;

(ii) all licenses and permits for the Franchised Business which may be transferred; and

(d) We will have the right to set off against and reduce the purchase price of the assets by any and all amounts owed by You to us and our affiliates, and by the amount of any liens or encumbrances against the assets or any other obligations related to the assets that We assume;

(e) If We or our assignee exercise this option, pending the closing, We will have the right to appoint a general Advisor to maintain the operation of the Franchised Business. If We do, the procedures, duties and limitations specified in Section 25.7 will apply to the operation of the Franchised Business by the general Advisor. Alternatively, We may require You to close the Franchised Business pending the closing without removing any assets from the premises; and

(f) You will maintain in force all insurance policies required under this Agreement pending the closing.

27.4 On termination of the Franchise under Section 26.2 or 26.3, You agree to pay us within 15 days after the effective date of termination, in addition to other amounts owed hereunder, liquidated damages equal to the average monthly continuing franchise fee paid during the 12 months of operation preceding the effective date of termination multiplied by the lesser of: (a) 24 (the number of months in 2 full years), or (b) the number of months remaining in the term of the Franchise had it not been terminated. You acknowledge that it would be impracticable to determine precisely the damages We would incur from the termination of the Franchise and the loss of cash flow from continuing franchise fees, due to, among other reasons, the difficulties in determining what costs, if any, We might have saved and how much the continuing franchise fees would have grown over what would have been the remaining term of the Franchise. You and We consider the liquidated damages specified in this Section 27.4 to be a reasonable, good faith estimate of those damages. This liquidated damage provision only covers our damages from the loss of cash flow from continuing franchise fees and does not cover any other damages, including damages to our reputation with the public, and damages arising from any violation of any other provision of this Agreement. You agree that this liquidated damage provision does not give us an adequate remedy at law for any default under or for the enforcement of, any provision of this Agreement other than the continuing franchise fees provision.

28. ENTIRE AGREEMENT; EXECUTION DATE; MODIFICATION

28.1 This Agreement and the attachments are the entire agreement of the parties, superseding all prior written or oral agreements of the parties concerning the same subject matter, and superseding all prior written or oral representations made to You. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made to You in our Franchise Disclosure Document (including its exhibits and any amendments) that We furnished to You. The terms of this Agreement are binding on the parties, and on their heirs, executors, administrators, successors and assigns. The execution date of this Agreement is the date it is countersigned by us.

28.2 Except as otherwise stated in this Agreement, this Agreement may not be modified except in a written agreement of at least equal formality signed by the parties.

29. INTERPRETATION

29.1 The caption headings of this Agreement and bolded font are for convenience only and should in no way affect the manner in which any term of this Agreement is interpreted.

29.2 Whenever the context requires, the singular includes the plural, the plural includes the singular, the whole includes any part, and any gender includes all other genders.

29.3 The following words have the following meanings in this Agreement and any attachments: “including” means “including but not limited to”; “will” means “shall”; and “repeatedly” means “at least 3 times”.

29.4 Whenever this Agreement gives us the right to perform an act in the future, that act may be performed “from time to time”, when We choose, in our sole discretion, unless stated otherwise in this Agreement.

29.5 If 2 or more parties sign this Agreement for You or as Your guarantors, their liability is joint and several.

29.6 This Agreement is governed by the internal laws of Missouri; but if any term of this Agreement is not enforceable under the laws of Missouri, that term is governed by the laws of the state in which the largest portion of the BIGregion is located.

30. PARTIAL INVALIDITY

30.1 If any Section of this Agreement is determined to be wholly invalid, that determination will not be deemed to affect the validity of any other Section. The parties agree that the remaining Sections will be deemed to be in full effect as if they had been executed by the parties after removal of the invalid Section. If any Section is determined to be partially invalid, the remainder of that Section will continue to be enforceable if in accordance with the intent of the parties.

30.2 If any applicable and binding law or rule of any jurisdiction requires greater prior notice of the termination of or refusal to renew the Franchise than is required by this Agreement or the taking of some other action not required by this Agreement, or if under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any mandatory standard or specification in our manuals is invalid or unenforceable, the notice and/or action required by the law or rule will be substituted for the notice or action requirements of this Agreement, or the invalid or unenforceable provision, standard or specification will be modified to the extent required to be valid and enforceable. The modifications to this Agreement and our manuals will be effective only in the jurisdiction requiring them, and this Agreement and our manuals will be enforced as originally entered into or issued in all other jurisdictions.

31. WAIVER AND ESTOPPEL; FORCE MAJEURE

31.1 Our failure to exercise any right reserved to us under this Agreement, or to insist on compliance by You with any term of this Agreement, and no custom or practice of the parties at variance with any term of this Agreement, will constitute a waiver of our right to demand compliance with any term of this Agreement. Our waiver of any default will not affect or impair our rights as to any subsequent default of the same or a different nature; nor will any delay, forbearance or omission by us to exercise any right as to any default of any term of this Agreement affect, impair or be our waiver of any right as to any subsequent default. Our rights and remedies under this Agreement are cumulative, and our exercise or enforcement of any right or remedy under this Agreement will not preclude us from exercising or enforcing any other right or remedy to which We are entitled.

31.2 The parties to this Agreement will not be considered to be in default of any obligations hereunder, other than the obligation of a party to make payment of amounts due to the other party, if the failure of performance is due to a Force Majeure, including drought, flood, earthquake, storm, fire, lightening, epidemic, war, riot, civil disturbance, sabotage, strike or labor difficulty, or casualty to equipment. If any party is affected by a Force Majeure event, such party will give 14 days' notice to the other party stating the nature of the event, its anticipated duration and any action being taken to avoid or minimize its effect. The suspension of performance will be of no greater scope and no longer duration than is required, and the non-performing party will use its best efforts to remedy its inability to perform. The obligation to pay any amount in a timely manner is absolute and will not be subject to these Force Majeure provisions (Section 31.2), except to the extent prohibited by governmental rule or regulation.

32. ENFORCEMENT

32.1 Except as otherwise stated in this Agreement, the parties agree that any dispute between them, or any claim by 1 or more of them, concerning this Agreement, any related agreement, the Franchise or the Franchised Business that cannot be settled through negotiation or voluntary mediation, will be brought before any court stated in Section 32.4.

32.2 Nothing in this Section 32 will prevent us from obtaining temporary, preliminary or permanent injunctive relief, without bond, from a court or agency of competent jurisdiction against actual or threatened conduct causing loss or damage that can be remedied under usual equity rules.

32.3 In any action for any dispute or claim or any action for injunctive relief concerning this Agreement, any related agreement, the Franchise or the Franchised Business, the party which substantially prevails in that action will be entitled to a judgment against the other party for the costs of the action, including reasonable attorneys' fees, reasonable expenses of litigation, and court costs.

32.4 **You and We each waive, to the fullest extent permitted by law, any right or claim for any punitive or exemplary damages against the other, and agree that if there is a dispute with the other, each party will be limited to the recovery of actual damages sustained by it. You and We each irrevocably waive trial by jury in any court action, whether at law or equity, brought by either party. You and We each also agree that any action brought by either party arising under or in any way relating to this Agreement, any related agreement, the Franchise or the Franchised Business will be brought in the Circuit Court of St. Charles County, Missouri or the United States District Court for the Eastern District of Missouri if independent federal jurisdiction exists. You irrevocably submit to the jurisdiction of these courts and waive any objections You may have to personal jurisdiction and the venue of these courts.**

32.5 **You and We each agree that any claims between the parties must be commenced within one (1) year after the date on which the party asserting the claim knew or should have known of the facts giving rise to the claim, or the claim will be barred.**

32.6 As security for the performance of Your obligations under this Agreement, including payments owed to us for purchases by You, You collaterally assign to us the lease and grant us a security interest in all of the operating assets of the Franchised Business, including but not limited to inventory, accounts, supplies, contracts and proceeds and services of all of those assets. You agree to execute such documents as We may reasonably request in order to perfect and record our security interest. If You default in any of Your obligations under this Agreement, We may exercise all rights of a secured creditor granted to us by law, in addition to our other rights under this Agreement. If a third-party lender requires that We subordinate our security interest in the assets of the Franchised Business as a condition of lending You working capital for the operation of the Franchised Business, We will agree to subordinate pursuant to terms and conditions determined by us in our sole discretion.

33. NOTICES

33.1 Any notice required to be given under this Agreement will be deemed to be given when delivered: by certified mail; by receipted courier or delivery service; by email; or personally. If delivery has not occurred after at least two of these methods have been used, any notice required to be given under this Agreement will be deemed to be given three (3) days after being posted by first-class mail, postage prepaid.

33.2 Notices to us will be sent to our address as stated in this Agreement or to any other address We may specify to You in writing. Notices to You will be sent to the address of the Franchised Business as stated in this Agreement or any other address You may specify to us in writing.

34. ACCEPTANCES, APPROVALS AND CONSENTS

34.1 Acceptances, approvals and consents required by this Agreement will not be unreasonably withheld or delayed.

34.2 Whenever this Agreement requires our prior acceptance, approval, or consent, You will make a timely written request to us for the acceptance, approval or consent, which will be obtained in writing.

34.3 We assume no liability or obligation to You by providing any acceptance, approval, consent or recommendation to You, or by delaying action on or denying any request for an acceptance, approval or consent.

34.4 Notwithstanding anything otherwise contained in this Agreement, if You do not execute and deliver any documents or other assurances so required of You pursuant to this Agreement, or if We or our designated representative take over the management or operation of the Franchised Business on Your behalf for any reason, You hereby irrevocably appoint us as Your lawful attorney with full power and authority to execute and deliver, in Your name, any documents and assurances, and/or to manage or operate the Franchised Business on Your behalf, and to do all other acts and things, in our sole discretion, and You agree to ratify and confirm all of our acts as Your lawful attorney and to indemnify and hold us harmless from all claims, liabilities, losses or damages suffered in so doing.

35. ACKNOWLEDGMENTS BY FRANCHISEE

35.1 You acknowledge that:

(a) You have represented to us that neither You, Your affiliated entities, nor any of Your or their respective owners have been designated as:

(i) suspected terrorists as set forth on the list of Specially Designated Nationals as promulgated by the Office for Asset Control under the U.S. Department of Treasury; or

(ii) denied or unverified persons as set forth on the Denied Persons List and Unverified Persons list as promulgated by the Bureau of Industry and Standards under the U.S. Department of Commerce.

(b) You have conducted an independent investigation of the business contemplated by this Agreement and recognize that it involves significant risks, making the success of the business largely dependent on Your abilities, effort, and attention. We expressly disclaim the making of, and You acknowledge that You have not received or relied on, any representation, warranty or guarantee, expressed or implied, as to the potential sales, profits, or success of the Franchised Business, except any financial performance representations contained in Item 19 of our Franchise Disclosure Document.

(c) In entering into this Agreement, You have not relied on any representation by us, by our affiliates, or by any of our respective shareholders, members, partners, officers, directors, employees or agents concerning the Franchised Business which are contrary to the terms of this Agreement and any attachments, or the representations in our Franchise Disclosure Document (including its exhibits and any updates or amendments) provided to You by us.

(d) You (and each shareholder, partner or member if You are a legal entity) have read and understand this Agreement and all attachments; We have fully and adequately explained the terms of each to Your satisfaction; and We have accorded You ample time and opportunity to consult, and You have consulted, with existing franchisees and with financial, legal and other advisors of Your own choosing, about the potential benefits and risks of establishing and operating a Franchised Business under this Agreement.

(e) Complete and detailed uniformity among our franchisees under varying conditions may be inadvisable, impractical or impossible, and accordingly agree that We, in our sole discretion, may modify or vary aspects of the System as to any franchisee or group of franchisees based on, for example, local sales potential, demographics, competition, business practices or other conditions. You further agree that We will have no obligation to disclose or

offer the same or similar variances to You. You are aware that other BIG™ franchisees may operate under different agreements and, consequently, that our obligations and rights as to those franchisees may differ materially in certain circumstances.

(f) You have received our Franchise Disclosure Document, including our standard Franchise Agreement and all attachments at least 14 calendar days before the signing this agreement or making any payment to us.

(g) You have received a substantially complete version of this Agreement and all attachments at least 7 calendar days before signing this Agreement, if the terms of this Agreement are materially different from the terms in our standard Franchise Agreement, and if those materially different terms did not arise out of negotiations initiated at Your request. If the terms of this Agreement are materially different from the terms of our standard Franchise Agreement, We have informed You of the differences between this Agreement and our standard Franchise Agreement at least 7 calendar days before You signed this Agreement.

(h) You have made no payment to us before the signing of this Agreement.

Each of the undersigned agrees to the terms of this Agreement.

FRANCHISEE ("YOU")	Burning Issues Group™, LLC ("WE")
Print Name: ___________________________	By: ___________________________________
By: __________________________________	Its: ___________________________________
Date Signed: ___________________________	Date Signed: ___________________________

ATTACHMENTS

1A. RESERVED AREA ADDENDUM

This RESERVED AREA ADDENDUM is attached to and made a part of the Agreement between you and Us as of the Effective Date of the Agreement.

1. Your Reserved Area under Section 2.1 of the Agreement is: ________________________________

The undersigned hereby agree to the terms of this Addendum.

FRANCHISEE (“YOU”)	Burning Issues Group™, LLC (“WE”)
By:________________________________	By:__________________________________
Printed Name:______________________	Printed Name:_________________________
Its: ________________________________	Its: __________________________________
Date Signed: _______________________	Date Signed: _________________________

1C. TERRITORY / BIGREGION ADDENDUM

This TERRITORY/BIGREGION ADDENDUM is attached to and made part of the Agreement between you and us as of the Effective Date of the Agreement.

1. In accordance with Section 2.3, the Territory or BIGregion for the Franchised Business is: ____

2. Exceptions (if any) within the Territory or Region are: ____________________________________
____

3. If the U.S. Postal Service alters the boundary(ies) or number(s) of any assigned ZIP code(s), we will reassign to you the re-designated ZIP code(s) that most correspond to any previously held ZIP code(s).

FRANCHISEE (“YOU”)	Burning Issues Group™, LLC (“WE”)
By:______________________________	By:____________________________________
Printed Name:________________________	Printed Name:__________________________
Its: _________________________________	Its: ___________________________________
Date Signed: _________________________	Date Signed: ___________________________

2. TELEPHONE AND INTERNET SERVICE TRANSFER CONSENT / AUTHORIZATION

On the expiration, termination, repurchase or transfer of the Franchise for any reason whatsoever, you hereby irrevocably appoint and designate Burning Issues Group™, LLC, as your attorney-in-fact to direct the telephone company to change, transfer and/or terminate any listed telephone numbers relating to the Franchised Business, and to direct any internet service provider or comparable internet authority to change, transfer and/or terminate any email addresses, domain names or other comparable electronic identities relating to the Franchised Business. You also hereby agree that Burning Issues Group™, LLC may execute any legal document on your behalf to carry out the intent of this consent and authorization.

DATE:___________ FRANCHISEE: ___________________________________

PRINTED NAME: __________________________________

3. ACH Origination Authorization

I (we) authorize Burning Issues Group™, LLC ("COMPANY") to electronically debit my (our) account (and, if necessary, electronically credit my (our) account to correct erroneous debits) as follows:

For all fees as described in the Franchise Disclosure Document on an ongoing, monthly basis.

Account Type:	___ Checking ___ Savings
Name on Account:	
Bank Account Number:	
Bank Routing Number:	
Bank Name:	
Bank City, State:	

I (we) understand that this authorization will remain in full force and effect until I (we) notify Burning Issues Group™, LLC in writing, that I (we) wish to revoke this authorization. I (we) understand that COMPANY requires at least 3 days prior notice in order to cancel this authorization.

If the payment is rejected due to Non Sufficient Funds (NSF), I understand that COMPANY may attempt to process the transaction again within 30 days, and I agree to an additional $50 charge for each attempt that is returned due to NSF, which will be initiated as a separate transaction from the authorized payment.

Name(s) ____

Signature ___________________________________ Date __________________

4. Legal Entity Information Sheet

Legal Entity Name and Type: ____

State and Date of Formation: ____

__________	_______________________	____________________________________
% Interest	Member / Advisor / Partner	Printed Name
__________	_______________________	____________________________________
% Interest	Member / Advisor / Partner	Printed Name
__________	_______________________	____________________________________
% Interest	Member / Advisor / Partner	Printed Name
__________	_______________________	____________________________________
% Interest	Member / Advisor / Partner	Printed Name
__________	_______________________	____________________________________
% Interest	Member / Advisor / Partner	Printed Name

Documents:	Not Required	Provided to Us	To Be Provided to Us Within 30 Days
Certificate and Articles of Incorporation	◻	◻	◻
Certificate and Agreement of Partnership	◻	◻	◻
Certificate and Agreement of Membership	◻	◻	◻
By-Laws	◻	◻	◻
Resolution Authorizing Franchise	◻	◻	◻
Agreement	◻	◻	◻
Other:	◻	◻	◻

Conditions: _________________________________

The legal entity's activities must be confined exclusively to operating the Business.

__________________________________ (or another person with our written consent) must act as the legal entity's principal operating officer, partner or member.

Each shareholder, partner or member who has/have more than a 5% interest must sign the Guaranty Agreement (Attachment 5).

The legal entity must maintain stop transfer instructions against transfer on its records of any stock certificate or certificate of interest contrary to the terms of the Area Development Agreement.

Each stock certificate of the corporation or certificate of interest of the partnership or membership must include the statement specified in the Area Development Agreement.

The legal entity must maintain a current list of all shareholders, partners or members and other beneficial owners, and must furnish the list to us on request.

5. Guaranty Agreement

In consideration of, and as an inducement to Burning Issues Group™, LLC ("we," "us" or "our") executing the Franchise Agreement dated _______________ between us and ___________________________________ ("Franchisee") (the "Agreement"), each undersigned Guarantor ("you or "your") personally and unconditionally (1) guarantees to us and our successors and assigns, for the term of the Franchise and thereafter as provided in the Agreement, that Franchisee will punctually pay or perform each obligation in the Agreement, and (2) agrees to be personally bound by, and personally liable for the default of, each term of the Agreement. Each of you waives:

(1) our acceptance and notice of acceptance of these undertakings;

(2) notice of demand for payment of any indebtedness or non-performance of any obligation guaranteed;

(3) protest and notice of default to any party as to any indebtedness or non-performance of any obligation guaranteed;

(4) any right you may have to require that an action be brought against Franchisee or any other person as a condition of liability; and

(5) any other notices and legal or equitable defenses to which you may be entitled.

Each of you agrees that:

(1) your direct and immediate liability under this guaranty is joint and several;

(2) you will render any payment or performance required under the Agreement on demand if Franchisee fails or refuses to do so punctually;

(3) your liability will not be contingent or conditioned on our pursuit of any remedies against Franchisee or any other person; and

(4) your liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence that we may grant to Franchisee or any other person, including the acceptance of any partial payment or performance, or the compromise or release of any claim, none of which will in any way modify or amend this guaranty, that will be continuing and irrevocable for as long as any obligation in the Agreement remains in effect: and Guarantor is not discharged from liability if a claim by Guarantor or any other franchisee remains outstanding.

Each of you affixes your signature to this Guaranty as of the same date as the date of signing of the Agreement.

[signature page follows]

GUARANTOR

Name: ____

Address: ____

Percentage Ownership in Franchise: ____________________

GUARANTOR

Name: ____

Address: ____

Percentage Ownership in Franchise: ____________________

GUARANTOR

Name: ____

Address: ____

Percentage Ownership in Franchise: ____________________

GUARANTOR

Name: ____

Address: ____

Percentage Ownership in Franchise: ____________________

7. State Rider to the Franchise Agreement

If a state is not listed, each such state may not have any terms required for a rider or the omission of a state may mean we are not currently offering franchises in the particular state. We will amend this rider from time to time to provide additional riders for states as appropriate.

Rider to the Agreements for the State of Illinois

The receipt and the Franchise Agreement are both amended to provide that We must provide the Franchise Disclosure Document to You at least fourteen calendar days before You sign any binding contract or give us any money.

The Illinois Franchise Disclosure Act, Section 4, prohibits any agreement that specifies jurisdiction or venue of any lawsuit in a place outside of the state of Illinois. The Act does permit agreements to require you to arbitrate outside the state of Illinois. The Act prohibits choice of law provisions that would require the application of any laws except the laws of the state of Illinois (Section 41). You cannot waive any of your rights given to you by the Illinois Franchise Disclosure Act (Section 41). You may have other rights under the Illinois Franchise Disclosure Act or other laws of the state of Illinois. To the extent that the Franchise Agreement is inconsistent with Illinois law, the inconsistent terms of the Franchise Agreement will not be enforced and the terms of the applicable Illinois law shall apply.

Notwithstanding anything to the contrary in any other provision in the Franchise Agreement or any Area Development Agreement, the following provision shall apply:

Receipt of Franchise Disclosure Document and Agreement. You acknowledge having received our Franchise Disclosure Document by the earliest of:

(1) the first personal meeting to discuss our franchise; or

(2) fourteen (14) calendar days before signing a binding agreement; or

(3) fourteen (14) calendar days before making any payment to us relating to this agreement. You acknowledge having received this Agreement, with all blanks completed, at least five (5) business days before you signed it.

EXHIBIT C - Area Development Agreement, STATE RIDERS AND ATTACHMENTS

BURNING ISSUES GROUP, LLC

Burning Issues Group™®

Area Development Agreement

Developer

Effective Date:

(To be completed by Us)

TABLE OF CONTENTS

SECTIONS

Burning Issues Group™, LLC

Area Development Agreement

This Area Development Agreement is made this ____ day of ______ , 20__ between BURNING ISSUES GROUP, LLC, a Missouri limited liability company with its principal business located at 440 Rascal Xing., Ofallon, MO 63366 ("We" or "Us") and ____, a(n) ____ whose principal business address is ____ ("Developer" or "You"). If the Developer is a corporation, partnership or limited liability company, certain provisions of the Agreement also apply to Your owners and will be noted.

RECITALS

A. BURNING ISSUES GROUP, LLC has developed a unique, commission-based, management consulting model for small and mid-sized businesses to resolve critical organizational, sales, operational, and financial issues (their "urning Platform Issues™ = BPI's). Guided by insight and action, you deliver clarity to Clients where complexity reigns—diagnosing root causes, designing S.M.A.R.T. strategies and goals, and delivering measurable results. In our BIG-5 areas of management: Leadership / Operations / Sales / Finance / Culture, you equip business owners with the tools to build, refine, or exit on their terms (the "BIGway" or "System");

B. The System includes confidential and proprietary information regarding its business model and service mix, and many of the approaches are pursued following certain procedures, some of which include proprietary processes and trade secrets;

C. BURNING ISSUES GROUP, LLC owns the BURNING ISSUES GROUP® Trademark and other trademarks used in connection with the Operation of a BIG™ franchise;

D. BURNING ISSUES GROUP, LLC has the right to license, develop, and operate BURNING ISSUES GROUP® franchise locations;

E. You have entered into a Franchise Agreement to operate a BIG™ franchise location and/or desire to develop and operate several BURNING ISSUES GROUP® franchises and We, in reliance on Your representations, have approved Your franchise application to do so in accordance with an initial Franchise Agreement and this Agreement.

In consideration of the foregoing and the mutual covenants and consideration below, You and We agree:

DEFINITIONS

1. For purposes of this Agreement, the terms below have the following definitions:

A. “BIG” refers to Burning Issues Group™® franchise You develop and operate under the terms of Your Franchise Agreement and this Agreement.

B. “Principal Owner” means any person who directly or indirectly owns a 10% or greater interest in the Developer when the Developer is a corporation, limited liability company, a partnership, or a similar entity. However, if We are entering into this Agreement totally or partially based on the financial qualifications, experience, skills or Advisorial qualifications of any person or entity who directly or indirectly owns less than a 10% interest in the Developer, that person or entity may, in our sole discretion, be considered a Principal Owner for all purposes under this Agreement, including, but not limited to, the execution of the personal guaranty referenced in Section 10.J below. In addition, if the Developer is a partnership entity, then each general partner is a Principal Owner, regardless of the percentage ownership interest. If the Developer is one or more individuals, each individual is a Principal Owner of the Developer. You must have at least one Principal Owner.

C. “System” or “BIGway” as defined in Recital A above refers to Burning Issues Group™® franchise locations (“BIG”) that offer a unique, commission-based, management consulting model for small and mid-sized businesses to resolve critical organizational, sales, operational, and financial issues (their Burning Platform Issues™ = BPI’s). The System also includes unique preparation, service and delivery procedures and techniques, offered in a distinctive design and color scheme, signage, and materials and using certain distinctive types of equipment, supplies, business techniques, methods and procedures together with sales promotion programs, as further described in the confidential Operations Manual, all of which We may modify and change from time to time.

D. “Trademarks” refers to the BURNING ISSUES GROUP® Trademark and Service Mark that have been registered in the United States and elsewhere and the trademarks, service marks and trade names set forth in each Franchise Agreement, as We may modify and change from time to time, and the trade dress and other commercial symbols Used in a BIG. Trade dress includes the designs, color schemes and image We authorize You to Use in the operation of a BIG™ from time to time.

E. “BIGregion” refers to the designated geographic territory you have exclusive rights to operate your BIG™ franchise location within.

GRANT OF DEVELOPMENT RIGHTS

2. The following provisions control with respect to the rights granted hereunder:

A. We grant to You, under the terms and conditions of this Agreement, the right to develop and operate (______) BIGs within the territory described on Appendix A (“Development Territory”).

B. You are bound by the development schedule (“Development Schedule”) set forth in Appendix B. Time is of the essence for the development of each BIG™ in accordance with the

Development Schedule. Each BIG™ must be developed and operated pursuant to a separate Franchise Agreement that You enter into with Us pursuant to Section 4.B below.

C. If You are in compliance with the Development Schedule set forth on Appendix B, We will not develop or operate or grant anyone else a franchise to develop and operate a BIG™ business in the Development Territory prior to the earlier of (i) the expiration or termination of this Agreement; (ii) the date on which You must execute the Franchise Agreement for Your last BIG™ pursuant to the terms of the Development Schedule or (iii) the date on which the Designated Area for Your final BIG™ under this Agreement is determined, except (b) in the event that the Development Territory covers more than one city, county or designated market area, the protection for each particular city, county or designated market area shall expire upon the earliest of (1) any of the foregoing events or (2) the date when the Designated Area for Your final BIG™ to be developed in such city, county or designated market area under this Agreement is determined; or (c) as otherwise provided in this Agreement. Notwithstanding anything in this Agreement, upon the earliest occurrence of any of the foregoing events (i) the Development Territory shall expire and (ii) We will be entitled to develop and operate, or to franchise others to develop and operate, BIGs in the Development Territory, except as may be otherwise provided under any Franchise Agreement that has been executed between Us and You and that has not been terminated. At the time You execute Your final Franchise Agreement under the Development Schedule, You must have an Authorized Location for Your final BIG.

D. The rights granted under this Agreement are limited to the right to develop and operate BIGs located in the Development Territory, and do not include (i) any right to sell products or services identified by the Trademarks at any location or through any other channels or methods of distribution, including the internet (or any other existing or future form of electronic commerce), other than at BIGs within the Development Territory and on their designated location portals on BIGadvisors.com, (ii) any right to sell products or services identified by the Trademarks to any person or entity for resale or further distribution, or (iii) any right to exclude, control or impose conditions on our development or operation of franchised, company or affiliate owned BIGs at any time or at any location outside of the Development Territory.

E. You may not Use the words Burning Issues Group™ or any of the other Trademarks as part of the name of Your corporation, partnership, limited liability company or other similar entity.

F. You acknowledge, confirm, and agree with the terms set forth in paragraph 2.4 (a)-(i) of Your Franchise Agreement regarding Our Reservation of Rights. Specifically, You agree that We and our affiliates have the right outside of the Development Territory to grant other franchises or operate company or affiliate owned BIGs and offer, sell or distribute any products or services associated with the System (now or in the future) under the Trademarks or any other trademarks, service marks or trade names or through any distribution channel or method, all without compensation to any Developer.

G. A separate Franchise Agreement is required for each BIG™ developed under this Agreement. This Agreement is not a Franchise Agreement and You have no right to use the Trademarks by virtue of this Agreement in any manner. You have no right under this Agreement to sublicense or subfranchise others to operate a BIG™ or Use the System or the Trademarks, without our express written consent.

DEVELOPMENT FEE

3. You must pay a Development Fee as described below:

A. As consideration for the rights granted in this Agreement, You must pay Us a "Development Fee" of $2,000, representing 20% of the Initial Franchise Fee for each BIG™ to be developed under this Agreement. The Initial Franchise Fee for the first BIG™ is $10,000. The Initial Franchise Fee for the second BIG™ is $10,000. The Initial Franchise Fee for each subsequent BIG™ is $10,000.

The Development Fee is consideration for this Agreement and not consideration for any Franchise Agreement, is fully earned by Us upon execution of this Agreement and is non-refundable. The part of the Initial Franchise Fee that is included in the Development Fee is credited against the Initial Franchise Fee payable upon the signing of each individual Franchise Agreement. The balance of the Initial Franchise Fee for the first BIG™ must be paid at the time of execution of this Agreement, together with the execution by You of the Franchise Agreement for the first BIG. The total amount to be paid by You at the time of execution of this Agreement pursuant to this Section, including both the Development Fee and the Initial Franchise Fee for Your first BIG™ is $_________. The balance of the Initial Franchise Fee for each subsequent BIG™ is due as specified in Section 3.B.

B. You must submit a separate application for each BIG™ to be established by You within the Development Territory as further described in Section 4. Upon our consent to the site of Your BIG, a separate Franchise Agreement must be executed for each such BIG, at which time the balance of the Initial Franchise Fee for that BIG™ is due and owing, the terms of payment is either $10,000 up front or $2,000 up front with $1,000 paid out of every engagement for the first 8 engagements. Such payment represents the balance of the appropriate Initial Franchise Fee, as described above in Section 3.A. Upon the execution of each Franchise Agreement, the terms and conditions of the Franchise Agreement control the establishment and operation of each BIG.

DEVELOPMENT SCHEDULE

4. The following provisions control with respect to Your development rights and obligations:

A. You are bound by and strictly must follow the Development Schedule. By the dates set forth under the Development Schedule, You must enter into Franchise Agreements with Us pursuant to this Agreement for the number of BIGs described under the Development Schedule. You also must comply with the Development Schedule requirements regarding (i) the BIG™ to be developed and its opening date and (ii) the cumulative number of BIGs to be open and continuously operating for business in the Development Territory. If You fail to either execute a Franchise Agreement or to open a BIG™ according to the dates set forth in the Franchise Agreement, We, in our sole discretion, may (i) require that You hire a franchise development expert with recognized experience in developing franchises in a similar line of business to ours or (ii) immediately terminate this Agreement pursuant to Section 7.B.

B. You may not develop a BIG™ unless (i) no more than 60 days prior to the date set forth in the Development Schedule for the execution of each Franchise Agreement You send Us a notice (a) requiring that We send You our then current disclosure documents, (b) confirming Your intention to develop the particular BIG™ and (c) sending Us all information necessary to complete the Franchise Agreement for the particular BIG™ and (ii) all of the following conditions have been met (these conditions apply to each BIG™ to be developed in the Development Territory):

3. Your Submission of Information. You must furnish to Us, at least 30 days prior to the earliest of (i) the date set forth in the Development Schedule by which You must execute a Franchise Agreement or (ii) the actual date in which the Franchise Agreement would be executed, a franchise application for the proposed BIG, financial statements and other information regarding You, the operation of any of Your other BIGs within the Development Territory and the development and operation of the proposed BIG™ (including, without limitation, investment and financing plans for the proposed BIG) as We may reasonably require.

4. Your Compliance with Our Then-Current Standards for Franchisees. You must receive written confirmation from Us that You meet our then-current standards for franchisees, including financial capability criteria for the development of a new BIG. You acknowledge and agree that this requirement is necessary to ensure the proper development and operation of Your BIGs, and preserve and enhance the reputation and goodwill of the System, all other BIGs, and the Trademarks. Our confirmation that You meet our then-current standards for the development of a new BIG, however, does not in any way constitute a guaranty by Us as to Your success.

5. Good Standing. You must not be in default of this Agreement, any Franchise Agreement entered into pursuant to this Agreement or any other agreement between You or any of Your affiliates and Us or any of our affiliates. You also must have satisfied, on a timely basis, all monetary and material obligations under the Franchise Agreements for all existing BIGs.

6. Execution of Franchise Agreement. You and We must enter into our then-current form of Franchise Agreement for the proposed BIG. You understand that We may modify the then-current form of Franchise Agreement from time to time and that it may be different than the current form of Franchise Agreement, including different fees and obligations. You understand and agree that any and all Franchise Agreements will be construed and exist independently of this Agreement. The continued existence of each Franchise Agreement will be determined by the terms and conditions of such Franchise Agreement. Except as specifically set forth in this Agreement, the establishment and operation of each BIG™ must be in accordance with the terms of the applicable Franchise Agreement.

C. You acknowledge that You have conducted an independent investigation of the prospects for the establishment of BIGs within the Development Territory, and recognize that the business venture contemplated by this Agreement involves business and economic risks and that Your financial and business success will be primarily dependent upon the personal efforts of You and Your management and employees. We expressly disclaim the making of, and You acknowledge that You have not received, any estimates, projections, warranties or guaranties, express or implied, regarding potential gross sales, profits, earnings or the financial success of the BIGs You develop within the Development Territory.

D. You recognize and acknowledge that this Agreement requires You to open BIGs in the future pursuant to the Development Schedule. You further acknowledge that the estimated expenses and investment requirements set forth in Items 6 and 7 of our Uniform Franchise Offering Circular are subject to increase over time, and that future BIGs likely will involve greater initial investment and operating capital requirements than those stated in the Uniform Franchise Offering Circular provided to You prior to the execution of this Agreement. You are obligated to execute all the Franchise Agreements and open all the BIGs on the dates set forth on the Development Schedule, regardless of (i) the requirement of a greater investment, (ii) the financial condition or performance of Your prior BIGs, or (iii) any other circumstances, financial or otherwise. The foregoing shall not be interpreted as imposing any obligation upon Us to execute the Franchise Agreements under this Agreement if You have not complied with each and every condition necessary to develop the BIGs.

TERM

5. Unless sooner terminated in accordance with Section 7 of this Agreement, the term of this Agreement and all rights granted to You will expire on the date of expiration of the Franchise Agreement for Your last BIG™ that is scheduled to be opened under the Development Schedule.

Your DUTIES

6. You must perform the following obligations:

A. You must comply with all of the terms and conditions of each Franchise Agreement, including the operating requirements specified in each Franchise Agreement.

B. You and Your owners, officers, directors, shareholders, partners, members and Advisors (if any) acknowledge that Your entire knowledge of the operation of a BIG™ and the System, including the knowledge or know-how regarding the specifications, standards and operating procedures of the services and activities, is derived from information We disclose to You and that certain information is proprietary, confidential and constitutes our trade secrets. The term “trade secrets” refers to the whole or any portion of know-how, knowledge, methods, specifications, processes, procedures and/or improvements regarding the business that is valuable and secret in the sense that it is not generally known to our competitors and any proprietary information contained in the manuals or otherwise communicated to You in writing, verbally or through the internet or other online or computer communications, and any other knowledge or know-how concerning the methods of operation of the BIGs. You and Your owners, officers, directors, shareholders, partners, members and Advisors (if any), jointly and severally, agree that at all times during and after the term of this Agreement, You will maintain the absolute confidentiality of all such proprietary information and will not disclose, copy, reproduce, sell or Use any such information in any other business or in any manner not specifically authorized or approved in advance in writing by Us. We may require that You obtain nondisclosure and confidentiality agreements in a form satisfactory to Us from the individuals identified in the first sentence of this paragraph and other key employees.

C. You must comply with all requirements of federal, state and local laws, rules and regulations.

D. If You at some time in the future desire to make either a public or a private offering of Your securities, prior to such offering and sale, and prior to the public release of any statements, data, or other information of any kind relating to the proposed offering of Your securities, You must secure our written approval, which approval will not be unreasonably withheld. You must secure our prior written consent to any and all press releases, news releases and any and all other publicity, the primary purpose of which is to generate interest in Your offering. Only after We have given our written approval may You proceed to file, publish, issue, and release and make public any said data, material and information regarding the securities offering. It is specifically understood that any review by Us is solely for our own information, and our approval does not constitute any kind of authorization, acceptance, agreement, endorsement, approval, or ratification of the same, either expressly or implied. You may make no oral or written notice of any kind whatsoever indicating or implying that We and/or our affiliates have any interest in the relationship whatsoever to the proposed offering other than acting as Franchisor. You agree to indemnify, defend, and hold Us and our affiliates harmless, and our affiliates' directors, officers, successors and assigns harmless from all claims, demands, costs, fees, charges, liability or expense (including attorneys' fees) of any kind whatsoever arising from Your offering of information published or communicated in actions taken in that regard.

E. If neither You, Your Principal Owner, nor any other person in Your organization possesses, in our judgment, adequate experience and skills to allow You to locate, obtain and develop prime locations in the Development Territory to allow You to meet Your development obligations under this Agreement, We can require that You hire or engage a person with those necessary skills.

DEFAULT AND TERMINATION

7. The following provisions apply with respect to default and termination:

A. The rights and territorial protection granted to You in this Agreement have been granted in reliance on Your representations and warranties, and strictly on the conditions set forth in Sections 2, 4 and 6 of this Agreement, including the condition that You comply strictly with the Development Schedule.

B. You will be deemed in default under this Agreement if You breach any of the terms of this Agreement, including the failure to meet the Development Schedule, or the terms of any Franchise Agreement or any other agreements between You or Your affiliates and Us or our affiliates. All rights granted in this Agreement immediately terminate upon written notice without opportunity to cure if: (i) You become insolvent, commit any affirmative action of insolvency or file any action or petition of insolvency, (ii) a receiver (permanent or temporary) of Your property is appointed by a court of competent authority, (iii) You make a general assignment or other similar arrangement for the benefit of Your creditors, (iv) a final judgment remains unsatisfied of record for 30 days or longer (unless supersedeas bond is filed), (v) execution is levied against Your business or property, (vi) suit to foreclose any lien or mortgage against the premises or equipment is instituted against You and not dismissed within 30 days, or is not in the process of being dismissed, (vii) You fail to meet the development obligations set forth in the Development Schedule attached as Appendix B, (viii) failure to start substantial construction of any of the BIGs by the date established in Section 4.C (ix) failure to secure financing for the construction of any of the BIGs by the date set forth in Section 4.C (x) You violate the provisions of Section 10.N; (xi) You fail to comply with any other provision of this Agreement and do not correct the failure within 30 days after written notice of that failure is delivered to You, or (xii) We have delivered to You a notice of termination of a Franchise Agreement in accordance with its terms and conditions.

RIGHTS AND DUTIES OF PARTIES UPON TERMINATION OR EXPIRATION

8. Upon termination or expiration of this Agreement, all rights granted to You will automatically terminate, and:

A. All remaining rights granted to You to develop BIGs under this Agreement will automatically be revoked and will be null and void. You will not be entitled to any refund of any fees. You will have no right to develop or operate any business for which a Franchise Agreement has not been executed by Us. We will be entitled to develop and operate, or to franchise others to develop and operate, BIGs in the Development Territory, except as may be otherwise provided under any Franchise Agreement that has been executed betWeen Us and You and that has not been terminated.

B. You must immediately cease to operate Your business under this Agreement and must not thereafter, directly or indirectly, represent to the public or hold Yourself out as a present or former Developer of ours.

C. You must take such action as may be necessary to cancel or assign to Us or our designee, at our option, any assumed name or equivalent registration that contains the name or any of the words Burning Issues Group™ or any other Trademark of ours, and You must furnish Us with evidence satisfactory to Us of compliance with this obligation within 30 days after termination or expiration of this Agreement.

D. You must assign to Us or our designee all Your right, title, and interest in and to Your telephone numbers and must notify the telephone company and all listing agencies of the termination or expiration of Your right to Use any telephone number in any regular, classified or other telephone directory listing associated with the BIG™ or the Trademarks and to authorize transfer of same at our direction.

E. You must within 30 days of the termination or expiration pay all sums owing to Us and our affiliates, including all damages, costs, and expenses, including reasonable attorneys' fees and expenses, incurred by Us as a result of the default. You also must pay to Us all damages, costs and expenses, including reasonable attorneys' fees and expenses, that We incur subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement.

F. If this Agreement is terminated solely for Your failure to meet the Development Schedule and for no other reason whatsoever, and You have opened at least 50% of the total number of BIGs provided for in the Development Schedule, You may continue to operate those existing BIGs under the terms of the separate Franchise Agreement for each BIG. On the other hand, if this Agreement is terminated under any other circumstance, We have the option to purchase from You all the assets used in the BIGs that have been developed prior to the termination of this Agreement. Assets include equipment, furniture, fixtures, signs, inventory, and other transferable licenses and permits for the BIGs.

1. We have the unrestricted right to assign this option to purchase. We or our assignee will be entitled to all customary warranties and representations given by the seller of a business including, without limitation, representations and warranties as to (i) ownership, condition and title to assets; (ii) liens and encumbrances relating to the assets; and (iii) validity of contracts and liabilities, inuring to Us or affecting the assets, contingent or otherwise. The purchase price for the assets of Your BIGs and business will be their fair market value, determined in a manner consistent with reasonable depreciation of the owned leasehold improvements, equipment, furniture, fixtures, signs and inventory. The purchase price will not contain any factor or increment for any trademark, service mark or other commercial symbol Used in the operation of the Your BIGs and business, or for the goodwill or "going concern" value of them. We will be permitted to exclude from the assets purchased and valued any equipment, furniture, fixtures, signs and inventory that do not meet the quality standards for BIG™ businesses. Also, the lease for the site of the Franchised business will not be considered in determining the fair market value of the assets. If You and We are unable to agree on the fair market value of the assets, the fair market value will be determined by an independent appraiser jointly selected by You and Us, and if We are unable to agree on an appraiser, You and We will each select 1 appraiser, who will jointly select a third appraiser, and the fair market value will be deemed to be the average of the 3 independent appraisals, so long as the highest appraisal is no more than 30% greater than the middle appraisal. If the highest appraisal is more than 30% greater than the middle appraisal, the fair market value will be deemed to be the average of the loWest appraisal and the middle appraisal. You and We will share equally the fees and expenses of any appraiser jointly selected, but will pay for any separately selected appraiser individually.

2. The purchase price must be paid in cash at the closing of the purchase, which must take place no later than 90 days after Your receipt of notice of exercise of this option to purchase, at which time You must deliver instruments transferring to Us or our assignee: (i) good and merchantable title to the assets purchased, free and clear of all liens and encumbrances (other

than liens and security interests acceptable to Us or our assignee), with all sales and other transfer taxes paid by You; and (ii) all licenses and permits of the BIGs that may be assigned or transferred. If You cannot deliver clear title to all of the purchased assets, or in the event there are other unresolved issues, the closing of the sale will be accomplished through an escrow. We have the right to set off against and reduce the purchase price by any and all amounts owed by You to Us, and the amount of any encumbrances or liens against the assets or any obligations assumed by Us. You and each holder of an interest in You must indemnify Us and our affiliates against all liabilities not so assumed. You must maintain in force all insurance policies required pursuant to the applicable Franchise Agreement until the closing on the sale.

3. All of our and Your obligations that expressly or by their nature survive the expiration or termination of this Agreement will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied or by their nature expire.

<u>TRANSFER</u>

9. The following provisions govern any transfer:

A. We have the right to transfer all or any part of our rights or obligations under this Agreement to any person or legal entity.

B. This Agreement is entered into by Us with specific reliance upon Your personal experience, skills and Advisorial and financial qualifications. Consequently, this Agreement, and Your rights and obligations under it, are and will remain personal to You. You may only Transfer Your rights and interests under this Agreement if You obtain our prior written consent and You transfer <u>all</u> of Your rights and interests under all Franchise Agreements for BIGs in the Development Territory. Accordingly, the assignment terms and conditions of the Franchise Agreements shall apply to any Transfer of Your rights and interests under this Agreement. As used in this Agreement, the term “Transfer” means any sale, assignment, gift, pledge, mortgage or any other encumbrance, transfer by bankruptcy, transfer by judicial order, merger, consolidation, share exchange, transfer by operation of law or otherwise, whether direct or indirect, voluntary or involuntary, of this Agreement or any interest in it, or any rights or obligations arising under it, or of any material portion of Your assets, or of any interest in You.

<u>MISCELLANEOUS</u>

10. The parties agree to the following provisions:

A. You agree to indemnify, defend, and hold Us, our affiliates and our officers, directors, shareholders and employees harmless from and against any and all claims, losses, damages and liabilities, hoWever caUsed, arising directly or indirectly from, as a result of, or in connection with, the development, Use and operation of Your BIGs, as Well as the costs, including attorneys’ fees, of defending against them

(“Franchise Claims”). Franchise Claims include, but are not limited to, those arising from any death, personal injury or property damage (whether caused wholly or in part through our or our affiliates active or passive negligence), latent or other defects in any BIG, or Your employment practices. In the event a Franchise Claim is made against Us or our affiliates, We reserve the right in our sole judgment to select our own legal counsel to represent our interests, at Your cost.

B. Should one or more clauses of this Agreement be held void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses will be deemed to be separable in such jurisdiction and the remainder of this Agreement is valid and in full force and effect and the terms of this Agreement must be equitably adjusted so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses.

C. No waiver by Us of any breach by You, nor any delay or failure by Us to enforce any provision of this Agreement, may be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce our rights with respect to that or any other or subsequent breach. This Agreement may not be waived, altered or rescinded, in whole or in part, except by a writing signed by You and Us. This Agreement together with the application form executed by You requesting Us to enter into this Agreement, and all related Franchise Agreements, constitute the sole agreement betWeen the parties with respect to the entire subject matter of this Agreement and embody all prior agreements and negotiations with respect to the business. You acknowledge and agree that You have not received any warranty or guarantee, express or implied, as to the potential volume, profits or success of Your business. There are no representations or warranties of any kind, express or implied, except as contained in this Agreement. In the event of any conflict between the terms of this Agreement and the Franchise Agreement, the terms of the Franchise Agreement control.

D. Except as otherwise provided in this Agreement, any notice, demand or communication provided for must be in writing and signed by the party serving the same and either delivered personally or by a reputable overnight service or deposited in the United States mail, service or postage prepaid, and if such notice is a notice of default or of termination, by registered or certified mail, and addressed as follows:

1. If intended for Us, addressed to

Rick Duree
Burning Issues Group™, LLC
440 Rascal Xing
Ofallon, MO 63366;

2. If intended for You, addressed to You at: ______________________________________;
or, in either case, to such other address as may have been designated by notice to the other party. Notices for purposes of this Agreement will be deemed to have been received if mailed or delivered as provided in this subparagraph.

E. Any modification, consent, approval, authorization or waiver granted in this Agreement required to be effective by signature will be valid only if in writing executed by the Principal Owner or, if on behalf of Us, in writing executed by our President or one of our authorized Vice Presidents.

F. The following provisions apply to and govern the interpretation of this Agreement, the parties' rights under this Agreement, and the relationship between the parties:

1. Applicable Law and Waiver. Subject to our rights under federal trademark laws, the parties' rights under this Agreement, and the relationship between the parties, is governed by, and will be interpreted in accordance with, the laws (statutory and otherwise) of the state of Missouri. This Agreement takes effect upon its acceptance and execution by Us in Missouri, and Missouri law shall apply to any claim or controversy regarding the making, entering into, performance, interpretation, breach or termination of this Agreement. In the event of any conflict of law, the laws of Missouri shall prevail, without regard for the application of Missouri conflict of law rules; provided, however, that if any of the provisions of this Agreement would not be enforceable under the laws of Missouri, but would be enforceable under the laws of the state in which Your principal office is located, then such provisions shall be interpreted and construed under the laws of the state in which Your principal office is located. Nothing in this section is intended by the parties to subject this Agreement to any franchise or similar law, rule, or regulation of the State of Missouri or any other state to which it would not otherwise be subject. Notwithstanding the foregoing, if the state in which Your first BIG™ is located specifically requires application of its statutory laws, those laws will apply. You waive, to the fullest extent permitted by law, the rights and protections that might be provided through the laws of any state relating to franchises or business opportunities, other than those of the state in which Your first BIG™ is located.

2. Our Rights. Whenever this Agreement provides that We have a certain right, that right is absolute and the parties intend that our exercise of that right will not be subject to any limitation or review. We have the right to operate, administrate, develop, and change the System in any manner that is not specifically precluded by the provisions of this Agreement, although this right does not modify the express limitations set forth in this Agreement.

3. Our Reasonable Business Judgment. Whenever We reserve discretion in a particular area or where We agree to exercise our rights reasonably or in good faith, We will satisfy our obligations whenever We exercise Reasonable business Judgment in making our decision or exercising our rights. Our decisions or actions will be deemed to be the result of Reasonable business Judgment, even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes our financial or other individual interest. Examples of items that will promote or benefit the System include, without limitation, enhancing the value of the Trademarks, improving Client service and satisfaction, improving service quality, improving

uniformity, enhancing or encouraging modernization and improving the competitive position of the System.

G. Any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties that is not subject to arbitration under Section 10.M must be brought in the Federal District Court for the Eastern District of Missouri or in St. Charles County Circuit Court, in the State of Missouri. Both parties irrevocably submit themselves to, and consent to, the jurisdiction of these courts. The provisions of this Section will survive the termination of this Agreement. You are aware of the business purposes and needs underlying the language of this subparagraph, and with a complete understanding, agree to be bound in the manner set forth.

H. All parties hereby waive any and all rights to a trial by jury in connection with the enforcement or interpretation by judicial process of any provision of this Agreement, and in connection with allegations of state or federal statutory violations, fraud, misrepresentation or similar causes of action or any legal action initiated for the recovery of damages for breach of this Agreement.

I. You and Us and our affiliates agree to waive, to the fullest extent permitted by law, the right to or claim for any punitive or exemplary damages against the other and agree that in the event of any dispute betWeen them, each will be limited to the recovery of actual damages sustained.

J. If You are a corporation, partnership, limited liability company or partnership or other legal entity, all of Your Principal Owners must execute the form of undertaking and guarantee at the end of this Agreement. Any person or entity that at any time after the date of this Agreement becomes a Principal Owner must execute the form of undertaking and guarantee at the end of this Agreement.

K. You and We are independent contractors. Neither party is the agent, legal representative, partner, subsidiary, joint venturer or employee or employer of the other. Neither party may obligate the other or represent any right to do so. This Agreement does not reflect or create a fiduciary relationship or a relationship of special trust or confidence.

L. In the event of any failure of performance of this Agreement according to its terms by any party due to force majeure will not be deemed a breach of this Agreement. For purposes of this Agreement, “force majeure” shall mean acts of God, State or governmental action, riots, disturbance, war, strikes, lockouts, slowdowns, prolonged shortage of energy supplies or any raw material, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning and explosion or other similar event or condition, not existing as of the date of signature of this Agreement, not reasonably foreseeable as of such date and not reasonably within the control of any party hereto, which prevents in whole or in material part the performance by one of the parties hereto of its obligations hereunder.

M. Except as qualified below, any dispute between You and Us or any of our or Your affiliates arising under, out of, in connection with or in relation to this Agreement, the parties’ relationship, or the business must be submitted to binding arbitration under the authority of the Federal Arbitration Act and must be arbitrated in accordance with the then-current rules and procedures and under the auspices of the

American Arbitration Association. The arbitration must take place in St. Charles, Missouri, or at such other place as may be mutually agreeable to the parties. The decision of the arbitrators will be final and binding on all parties to the dispute; however, the arbitrators may not under any circumstances: (i) stay the effectiveness of any pending termination of this Agreement; (ii) assess punitive or exemplary damages; or (iii) make any award which extends, modifies or sUspends any lawful term of this Agreement or any reasonable standard of business performance that We set.

Before the filing of any arbitration, the parties agree to mediate any dispute that does not include injunctive relief or specific performance actions covered below, provided that the party seeking mediation must notify the other party of its intent to mediate prior to the termination of this Agreement. Mediation will be conducted by a mediator or mediation program agreed to by the parties. Persons authorized to settle the dispute must attend any mediation session. The parties agree to participate in the mediation proceedings in good faith with the intention of resolving the dispute if at all possible within 30 days of the notice from the party seeking to initiate the mediation procedures. If not resolved within 30 days, the parties are free to pursue arbitration. Mediation is a compromise negotiation for purposes of the federal and state rules of evidence, and the entire process is confidential.

Nothing in this Agreement bars our right to obtain injunctive relief against threatened conduct that will cause Us loss or damages, under the Usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions. Furthermore, We and our affiliates have the right to commence a civil action against You or take other appropriate action for the following reasons: to collect sums of money due to Us; to compel Your compliance with trademark standards and requirements to protect the goodwill of the Trademarks; to compel You to compile and submit required reports to Us; or to permit evaluations or audits authorized by this Agreement.

The prevailing party in any action or proceeding arising under, out of, in connection with, or in relation to this Agreement, any lease or sublease for the BIG™ or Authorized Location, or the business will be entitled to recover its reasonable attorneys' fees and costs.

N. We will designate the "Effective Date" of this Agreement in the space provided on the cover page. If no Effective Date is designated on the cover page, the Effective Date is the date when We sign this Agreement. This Agreement is deemed finally executed in St. Charles, Missouri.

ACKNOWLEDGEMENTS

11. You expressly acknowledge:

A. You have received a copy of the complete BURNING ISSUES GROUP® LLC Area Development Agreement, the attachments, if any, and agreements relating to it, if any, at least five (5) business days prior to the date on which this Agreement was executed. You further acknowledge that You have received a disclosure document which is required by the Trade Regulation Rule of the Federal Trade Commission entitled "Disclosure Requirements and Prohibitions Concerning Franchising and Business

Opportunity Ventures," and which contains a copy of this Development Agreement ("UFOC"), at least ten (10) business days prior to the date on which this Agreement was executed.

B. You have conducted an independent investigation of the subject matter of this Agreement and the nature of BIGs as franchised, and recognize that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon Your ability as an independent business person. Except with respect to any information contained in Item 19 of Franchisor's UFOC, We expressly disclaim the making of, and You acknowledge that You have not received, any representation, express or implied, from any employee or agent of BURNING ISSUES GROUP, LLC, as to the prior, current, or potential sales, income, profits, or success of the business venture contemplated by this Agreement or of any other franchisee or area Developer.

C. You acknowledge that You have read and understood this Agreement, the attachments, if any, and agreements relating to it, if any; and, that We have provided ample time and opportunity to consult with advisors of Your own choosing about the potential benefits and risks of entering into this Agreement.

THIS AGREEMENT CONTAINS AN AGREEMENT FOR MANDATORY ARBITRATION OF ANY DISPUTES BETWEEN THE PARTIES.

IN WITNESS WHEREOF, the parties hereto have fully executed, sealed, and delivered this Agreement on the dates written below.

Developer:

____

a(n) ______________________________

Date: ______________________________

By: ______________________________

____

Its: ______________________________

Witness: ______________________________

(Please type or print)

Signature: ______________________________

Date: ______________________________

By: ______________________________

____

Its: ______________________________

Witness: ______________________________

(Please type or print)

Signature: ______________________________

FRANCHISOR:

Burning Issues Group™, LLC

Date: ______________________________

By: ______________________________

____

Its: ______________________________

Burning Issues Group™, LLC

Area Development Agreement

EXHIBIT A

1. Development Area – Each BIG™ franchise location developed under this Development Agreement shall be located in the following area:

The State of ____________________________;

The following counties in the State of ___________________________:

____

____

____

2. Development Schedule – Recognizing that time is of the essence, Area Developer agrees to satisfy the Development Schedule set forth below:

By Date	Cumulative Total Number of BIGs Which Area Developer Shall Have Open and in Operation
________	_______________________________________

EXHIBIT D - FRANCHISE COMPLIANCE QUESTIONNAIRE

Burning Issues Group™, LLC ("Franchisor") and you are preparing to enter into a Franchise Agreement for the establishment and operation of a franchised business under the trade name BURNING ISSUES GROUP ("BIG"). The purpose of this Questionnaire is to determine whether any statements or promises were made to you that Franchisor has not authorized and that may be untrue, inaccurate or misleading. Please understand that your responses to these questions are important to us and that we will rely on them. Please review each of the following questions and statements carefully, and provide an honest and complete response to each. By signing this Questionnaire, you are representing that you have responded truthfully to the following questions.

1. When did you have your first face-to-face meeting with a BIG™ Representative? ________________________.

2. Did you receive and personally review the BIG™ Franchise Disclosure Document ("disclosure document") that was provided to you?

Yes ______ No ______

3. Did you sign a receipt for the disclosure document indicating the date you received it?

Yes ______ No ______

4. Do you understand all of the information in the disclosure document and any state-specific addendum to the disclosure document?

Yes ______ No ______

If No, what parts of the disclosure document and/or addendum do you not understand? (Attach additional pages, if necessary.)

____
____
____
____

5. Have you received and personally reviewed the Franchise Agreement, any Area Development Agreement, and each Addendum and related Agreement attached to either of them?

Yes ______ No ______

6. Do you understand all of the information in the Franchise Agreement, any Area Development Agreement, and each Addendum and related Agreement provided to you?

Yes ______ No ______

If No, what parts of the Franchise Agreement, any Area Development Agreement, or any Addendum or related Agreement do you not understand? (Attach additional pages, if necessary.)

7. Have you entered into any binding Agreement with Franchisor for the purchase of the franchise or any area development rights before today?

Yes ______ No ______

8. Have you paid any money to Franchisor for the purchase of the franchise or any area development rights before today?

Yes ______ No ______

9. Have you discussed the benefits and risks of establishing and operating a franchised BIG™ business with your counsel or advisor?

Yes ______ No ______

If No, do you wish to have more time to do so?

Yes ______ No ______

10. Do you understand that the success or failure of your BIG™ franchised business depends in large part on your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors?

Yes ______ No ______

Except as disclosed in Item 19 of the disclosure document, Franchisor does not make information available to prospective franchisees concerning actual, average, projected or forecasted sales, profits or earnings. Franchisor does not furnish, or authorize its salespersons to furnish, any oral or written information concerning the actual, average, projected, forecasted sales, costs, income or profits of a franchised business. Franchisor specifically instructs its sales personnel, agents, employees and other officers that they are not permitted to make any claims or statements as to the earnings, sales, profits, prospects or chances of success, nor are they authorized to represent or estimate dollar figures as to a franchisee's operation. Actual results vary from franchise to franchise and are dependent on a variety of internal and external factors, some of which neither Franchisor nor you can estimate. To ensure that Franchisor's policies have been followed, please answer the following questions:

11. Has any employee of Franchisor, or any other person speaking for Franchisor, made any statement or promise to you regarding the total revenues a franchised BIG™ business will generate that is contrary to the information in the disclosure document?

Yes ______ No ______

12. Has any employee of Franchisor, or any other person speaking for Franchisor, made any statement or promise of the amount of money or profit you may earn in operating a franchised BIG™ business that is contrary to the information in the disclosure document?

Yes ______ No ______

13. Has any employee of Franchisor, or any other person speaking for Franchisor, made any statement or promise regarding the operating costs you may incur in operating a franchised BIG™ business that is contrary to the information in the disclosure document?

Yes ______ No ______

14. Has any employee of Franchisor, or any other person speaking for Franchisor, made any statement or promise of the likelihood of success that you should or might expect to achieve from operating a franchised BIG™ business?

Yes ______ No ______

15. Has any employee of Franchisor, or any other person speaking for Franchisor, made any statement, promise or agreement of the advertising, marketing, training, support service or assistance that Franchisor will furnish to you that is contrary to, or different from, the information in the disclosure document?

Yes ______ No ______

16. If you have answered “Yes” to any 1 of questions 11-15, please provide a full explanation of each “Yes” answer. (Attach additional pages, if necessary, and refer to them below.) If you have answered “No” to each of questions 11-15, please leave the following space blank.

[Remainder of Page Intentionally Blank]

I signed the Franchise Agreement, any Area Development Agreement, and any Addenda and Attachments on and acknowledge that no Agreement or Addendum is effective until signed and dated by Franchisor.

I certify that my answers to the foregoing questions are true, correct and complete.

FRANCHISEE

Name:____

Date:____

FRANCHISEE

Name:____

Date:____

FRANCHISEE

Name:____

Date:____

EXHIBIT E - CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (NDA)

Every prospective franchisee and existing franchisees shall sign a non-disclosure agreement to protect our confidential information, in substantially the following form:

This Non-disclosure Agreement is entered into on [DATE] ______________ between "Owner" ______________________________ and the "Recipient" _______________________________.

The Owner acknowledges the Recipient may receive information regarding the Owner's business, practices, or other properties that may be considered confidential. Therefore, the Parties agree to the following terms and conditions of this Non-Disclosure Agreement.

Confidentiality: For the duration of this non-disclosure agreement, any information the Recipient may come into contact with that is not public knowledge and is made only available through contact with the Owner shall be deemed as confidential information. This includes any information in regards to vendors, pricing, service, technology, software, or service. The Recipient should use common judgment when deciding if information is confidential and above all else shall request approval from the Owner prior to the release of any questionable information.

Confidentiality Protection: The Recipient understands that the information deemed confidential is of value to the Owner and shall hold all information at the same level of confidentiality as personal information is held. The Recipient agrees to hold all confidential information made available to standard non-disclosure terms and will not make said information available or disclose said information to third party vendors or individuals without the Owner's prior written consent. The Recipient shall under no circumstances modify or copy confidential information that is made available to them.

Unauthorized Disclosure: In the event any information is found to be disclosed by the Recipient without prior written approval from the Owner, the Owner will be permitted to seek remedies including, but not limited to legal assistance and termination of this agreement.

Non-Circumvention: Upon entering into this non-disclosure agreement and for a period of 1 year after the conclusion or termination of this agreement the Recipient shall not partake in business with or solicit business that was made available from the Owner to the Recipient for the purpose of circumvention. In the event such circumvention occurs the Owner shall be entitled to any and all compensation regarding any transactions that may take place from such events occurring.

Return of Information: Upon the conclusion or termination of this agreement the Recipient agrees to return any information deemed confidential and in relation to this non-disclosure agreement. Any information that is unable to be returned must be destroyed immediately following the termination or conclusion of this non-disclosure agreement.

Relationship: This non-disclosure agreement shall not serve in any instance as an agreement between the Parties for further contracts.

License to Use: The Recipient shall be permitted to use any and all information or services provided by the Owner strictly in the form such property is permitted. Furthermore, all property provided to the Recipient shall remain the Owner's property and shall be treated as such.

Indemnity: The Recipient agrees to hold the Owner harmless in the instance of any loss, damage, theft, or injury for any reason. This is inclusive of any attorney fees, court costs, hospital fees, and loss of funds that may occur from such negligence.

Entirety: This non-disclosure agreement shall serve as the entire agreement between Parties and shall prevail over any prior agreements conducted in written or oral form by the Parties.

Term: The obligations of this non-disclosure agreement shall survive indefinitely including through the conclusion of this agreement.

Assignment: The Recipient agrees to abstain from the sale, transferring, or delegating of any provisions of this agreement to third party individuals without the prior written consent of the Owner. Any third party individuals entered into this agreement shall be bound by all the terms and conditions contained within this agreement as so.

Jurisdiction: This non-disclosure agreement shall fall under the jurisdiction of St. Charles County, Missouri. Furthermore, all legal proceedings occurring in relation to this agreement shall be conducted as such. The prevailing party in such proceedings shall have the opportunity to seek compensation for all court fees associated with said proceedings.

Notification: Any and all notifications related to this non-disclosure agreement shall be produced in person, via courier, or via certified letter to the addresses listed below.

Owner Address: ____

Recipient Address: ____

Agreement: By affixing their signature(s) below, the Recipient acknowledges and agrees to any and all provisions included in this non-disclosure agreement.

Recipient Name: ____

Recipient Signature: ____

Date: ________________

EXHIBIT F - GUARANTY AGREEMENT

In consideration of, and as an inducement to Burning Issues Group™, LLC ("we," "us" or "our") executing the Franchise Agreement dated_______________between us and _________________________("Franchisee") (the "Agreement"), each undersigned Guarantor ("you or "your") personally and unconditionally (1) guarantees to us and our successors and assigns, for the term of the Franchise and thereafter as provided in the Agreement, that Franchisee will punctually pay or perform each obligation in the Agreement, and (2) agrees to be personally bound by, and personally liable for the default of, each term of the Agreement. Each of you waives:

(1) our acceptance and notice of acceptance of these undertakings;

(2) notice of demand for payment of any indebtedness or non-performance of any obligation guaranteed;

(3) protest and notice of default to any party as to any indebtedness or non-performance of any obligation guaranteed;

(4) any right you may have to require that an action be brought against Franchisee or any other person as a condition of liability; and

(5) any other notices and legal or equitable defenses to which you may be entitled. Each of you agrees that:

(1) your direct and immediate liability under this guaranty is joint and several;

(2) you will render any payment or performance required under the Agreement on demand if Franchisee fails or refuses to do so punctually;

(3) your liability will not be contingent or conditioned on our pursuit of any remedies against Franchisee or any other person; and

(4) your liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence that we may grant to Franchisee or any other person, including the acceptance of any partial payment or performance, or the compromise or release of any claim, none of which will in any way modify or amend this guaranty, that will be continuing and irrevocable for as long as any obligation in the Agreement remains in effect.

Each of you affixes your signature to this guaranty as of the same date as the date of signing of the Agreement.

GUARANTOR

Name: ___________________________________

Address: _________________________________

Percentage Ownership in Franchise: ____________

GUARANTOR

Name: ___________________________________

Address: _________________________________

Percentage Ownership in Franchise: ____________

GUARANTOR

Name: ___________________________________

Address: _________________________________

Percentage Ownership in Franchise: ____________

GUARANTOR

Name: ___________________________________

Address: _________________________________

Percentage Ownership in Franchise: ____________

EXHIBIT G - SAMPLE MEMORANDUM OF UNDERSTANDING

Sample Memorandum of Understanding Regarding Management Advisory Services

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") regarding management advisory services is entered into on this ____________________ date of 20___.

1. "Management Advisory Services" refers to additional training and management advisory or consulting services Franchisor provides to Franchisee beyond the initial management and employee training provided under Article 11 of the Franchise Agreement.

2. As provided in Section 11.3 of the Franchise Agreement, if remedial training or substitute employee training is required Franchisee will pay Franchisor's then-current training fee (currently $500 per day) for one trainer, plus out of pocket travel, lodging and meal expenses.

3. Non-training management advisory services, will be performed by Franchisor's management employees for a per diem charged of $500. Every effort will be made to provide those services remotely to save travel expenses. In the event travel is required or requested Franchisor may require deposits for reservations to be credited against program fees or costs.

FRANCHISEE:	FRANCHISOR:
By: ____	By: ____________________________________

EXHIBIT H - FINANCIAL STATEMENTS

Burning Issues Group™, LLC is a newly organized limited liability company that has no annual tax returns or preparation of audited financial statements yet. Incorporation of these documents, in accordance with Amended FTC Rule Item 21, will be phased in over 3 years. Attached is an unaudited opening balance sheet and when available, a balance sheet prepared at the end of our first full fiscal year.

EXHIBIT I - FRANCHISEES AND AFFILIATE-OWNED OUTLETS

Saint Louis, MO - Company-Owned Territory
Rick Duree
440 Rascal Xing
Ofallon, MO 63366
636-970-9095

EXHIBIT J - FORMER FRANCHISEES

None.

EXHIBIT K - SAMPLE GENERAL RELEASE

FRANCHISE RENEWAL
GENERAL RELEASE

BURNING ISSUES GROUP, LLC ("FRANCHISOR"), is willing to consider renewal of the Franchise Agreement dated _______________, 2026 between Franchisor and _________________________________ ("FRANCHISEE"), in accordance with Section 3.2 of the Franchise Agreement, in consideration of execution of this General Release by FRANCHISEE, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

FRANCHISEE desires to seek renewal of its Franchise Agreement and therefore grants FRANCHISOR this General Release:

FRANCHISEE releases, acquits, and forever discharges FRANCHISOR from all claims, demands, causes of action, or complaints for any form of legal or equitable relief it now or may have previously had against FRANCHISOR, and any of FRANCHISOR'S affiliates, parents, subsidiaries, agents, and employees, arising out of the business relationship between them, the Franchise Agreement, or any other circumstances generally from the beginning of time through the date of execution of this General Release.

FRANCHISEE:

By: ____

Title: ____

Print Name: ____

EXHIBIT L - RECEIPT OF FRANCHISE DISCLOSURE DOCUMENT

You acknowledge that you have received a copy of our complete FDD for Master Franchised Businesses at least (14) calendar days prior to the date on which this Agreement was executed or any payment was made to us or any of our affiliates. You acknowledge and agree that we have made no promises, representations, warranties or assurances to you which are inconsistent with the terms of this Agreement or our FDD concerning the profitability or likelihood of success of the Franchised Business, that you have been informed by us that there can be no guarantee of success in the Franchised Business, and that your business ability and aptitude is primary in determining your success.

By:___________________________________

Print Name:____________________________

Title:_________________________________

By:___________________________________

Print Name:____________________________

Title:_________________________________

By:___________________________________

Print Name:____________________________

Title:_________________________________

By:___________________________________

Print Name:____________________________

Title:_________________________________

EXHIBIT M - APPROVED SUPPLIER LIST

-

EXHIBIT N - NON-APPROVED BRANDS

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