FRANCHISE DISCLOSURE DOCUMENT

Code Wiz Franchise System, LLC,
a Massachusetts Limited Liability Company
9 Cornerstone Square Westford, MA 01886
Phone: (978) 431-0064
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E-mail: franchise@thecodewiz.com
http://www.thecodewiz.com

The franchise that we offer is for a Code Wiz retail learning center that offers and provides school age children, teens and others with computer science classes, camps, and events focused on computer coding, robotics, 3D printing and other instruction and experiences, on and offsite, under the Code Wiz name and marks (each a "Franchised Business" or "Code Wiz Business").

The estimated initial investment necessary to begin operation of a Code Wiz Franchised Business under a franchise agreement is $117,800 to $193,200. This includes $40,000 that must be paid to the Franchisor or its affiliates. The initial investment necessary to begin operation of a Code Wiz Franchised Business under a development rights rider depends on the number of Businesses that you are authorized to develop and ranges from $177,800 and $268,200. This includes $60,000 to $75,000 that must be paid to the franchisor or its affiliates and a development fee of $15,000 for each additional Code Wiz Franchised Business that you are authorized to establish under the development rights rider.

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

You may wish to receive your disclosure document in another form that is more convenient for you. To discuss the availability of disclosures in different forms, contact Ruth Agbaji, Code Wiz Franchise System, LLC, 9 Cornerstone Square, Westford, MA 01886.

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read your entire 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: **May 11, 2020**

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits C.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit B includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Code Wiz business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Code Wiz franchisee?	Item 20 or Exhibits C list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit D.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution**. The Franchise Agreement and Development Rights Rider require you to resolve disputes with the franchisor by mediation, arbitration, and/or litigation only in Massachusetts. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Massachusetts than in your own state.

2. **Short Operating History.** The franchisor is at an early stage of development and has limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

3. **Financial Support.** The Franchisor's financial condition as reflected in its financial statements (See Item 21), calls into question the franchisor's financial ability to provide services and support to you.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

NOTICE REQUIRED BY THE STATE OF MICHIGAN

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

The Michigan Franchise Law states in Sec. 445.1527, Sec.27 that each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel, which deprives a franchisee of rights and protections, provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or sub-franchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
CONSUMER PROTECTION DIVISION
Attention: Antitrust & Franchise
G. Mennen Williams Building, 1st Floor
525 West Ottawa
Lansing, Michigan 48909
Telephone Number: (517) 373-7117

TABLE OF CONTENTS

ITEM 1. THE FRANCHISOR, AND ANY PARENT, PREDECESSORS, AND AFFILIATES

To simplify the language in this Franchise Disclosure Document, "CWFS," "we," "us," and "our" means Code Wiz Franchise System, LLC, the franchisor. "You," "your," and "Franchisee" means the person, and its owners if the Franchisee is a business entity, who buys the franchise from us.

The Franchisor

We are a Massachusetts limited liability company formed on August 06, 2018. We operate under the name Code Wiz Franchise System, LLC and Code Wiz. Our principal business address is 9 Cornerstone Square, Westford, MA 01886. We offer franchises ("Code Wiz Franchise(s)" or "Franchise(s)") for Code Wiz Businesses and have done so since August 2018. We have not and do not currently conduct business under any other name or in any other line of business and we have not and do not offer franchises in any other line of business. We have not and do not currently participate in any other business activities other than offering Code Wiz Franchises and conducting related business matters.

The Franchised Business

We license a system (the "System") for the operation of a Code Wiz Business that operates a retail learning center (a "Code Wiz Location") that provides school age children, teens and others with classes, camps, and events focused on computer coding, robotics, 3D printing and other technology driven instruction and experiences, on and offsite (the "System Services and Products") using our guides, program materials and such other programs, materials, equipment and products that we may designate (the "System Course Materials and Supplies").

The System is presently identified by the Code Wiz registered trademark, logo, and other trade-names and marks that we may designate, modify and adopt from time to time for use in the System and that may or may not be registered with the United States Patent and Trademark Office (collectively referred to as the "Licensed Marks"). We may, from time to time, modify, add to and/or discontinue authorized System Services and Products and/or the System Course Materials and Supplies. You are required to purchase the System Course Materials and Supplies through us, our affiliates or our designated approved suppliers. The System also requires that you operate your Code Wiz Business in conformity with the requirements that we designate in our confidential operations manual and other proprietary manuals that we may designate and loan to you and, as we may, from time to time, supplement and modify (collectively, the "Manuals").

Our Parents, Predecessors and Affiliates

We have one affiliate that must be disclosed in this Item. Mercea, LLC, is a Massachusetts limited liability company formed on July 1, 2017 with a principal business address of 9 Cornerstone Square, Westford, MA 01886. Mercea, LLC has owned and operated a business similar to Code Wiz since October 31, 2017.

Our affiliates have not, and do not currently, offer franchises in any line of business or provide products or services to our franchisees. Except as described above, we have no parents, predecessors, or other affiliates required to be disclosed in this Item.

Our agent for service of process in Massachusetts is Ruth Agbaji, 9 Cornerstone Square, Westford, MA 01886. Our agents for service of process in the states which require franchise registration are listed in Exhibit D.

Single-Unit Offering

You must sign our standard franchise agreement attached to this Franchise Disclosure Document as Exhibit A ("Franchise Agreement"). The Franchise Agreement grants you the right to establish and operate one Code Wiz Franchise. We require your current and future owners and principals to sign an Owner's Agreement guaranteeing your performance and binding themselves individually to all of the provisions of the Franchise Agreement, including the covenants against competition, disclosure of confidential information, restrictions on transfer and dispute resolution procedures.

Development Rights Rider

We also offer qualified applicants the right to enter into a development rights rider (the "Development Rights Rider"), the form of which is attached to the Franchise Agreement as Exhibit A-9 to develop multiple Franchises within a specifically described geographic area (the "Development Area") over an agreed upon time period (the "Development Rights"). The size of the Development Area will vary depending upon local market conditions, population density and the number of Franchises to be developed as described in Item 12. The Development Area will be determined before executing the Development Rights Rider and will be described in the Development Rights Rider.

If you sign a Development Rights Rider, you must open the number of Franchises contemplated by the Development Rights Rider in the Development Area according to a development schedule and must separately enter into our then-current form of Franchise Agreement for each Franchise you establish. The franchise entity that signs the first Franchise Agreement must be the same entity that signs the Development Rights Rider. The Franchise Agreement for the first Franchise developed under the Development Rights Rider will be in the form of Exhibit B to this Disclosure Document. For each additional Franchise developed under the Development Rights Rider, you must sign the then-current form of franchise agreement.

Any reference to the "Agreements" means the Development Rights Rider and the Franchise Agreement, as applicable.

Market and Competition

The primary market for the products and services offered by Code Wiz Businesses is the general public. The products and services offered by Code Wiz Businesses are not seasonal, although summer programs for Code Wiz are popular. The coding instruction market, as a whole, is well-developed and in some markets, can be competitive. You may have to compete with numerous other independent and chain-affiliated businesses, some of which may be franchised. Many business franchise systems, in particular, may have already established national and international brand recognition. You may also have to complete with local libraries and other potentially non-profit organizations that offer coding programs to the public. You will also face normal business risks that could have an adverse effect on your Code Wiz Business. These include industry and educational developments, such as pricing policies of competitors, consumer tastes, and supply and demand.

Industry-Specific Laws

Many states and local jurisdictions have enacted laws, rules, regulations and ordinances that may apply to the operation of your Code Wiz Business. In most cases, states have laws or regulations that are specific to child educational businesses which may include licensing requirements; personnel screening obligations involving background checks and criminal records checks; personnel credentials, age restrictions and training requirements; obligations to report evidence of child abuse and neglect; and record keeping. In all cases, you must also comply with laws that apply generally to all businesses. You should investigate these laws and consult with a legal advisor about whether these and/or other requirements apply to your Franchise. Any person who drives the vehicle used in the operation of the Code Wiz Business must have a valid driver's license and each of your vehicles must be properly licensed. The requirements for these licenses may vary, depending on your location.

Also, you must comply with all laws, rules and regulations governing the operation of the Code Wiz Business and obtain all permits and licenses necessary to operate the Code Wiz Business. Many states and local jurisdictions have enacted laws, rules, regulations and ordinances which may apply to the operation of your Code Wiz Business, including those that: (a) require a permit, certificate or other license; (b) establish general standards, specifications and requirements for the construction, design and maintenance of your business site and premises; (c) regulate matters affecting the health, safety and welfare of your customers, such as general health and sanitation requirements, restrictions on smoking and exposure to tobacco smoke or other carcinogens, availability of and requirements for public accommodations, including restroom facilities and public access; (d) set standards pertaining to employee health and safety; (e) set standards and requirements for fire safety and general emergency preparedness; and (f) regulate the proper use, storage and disposal of waste or other hazardous materials. If you accept payment by credit or debit card, you must comply with the Payment Card Industry Data Security Standard ("PCI") established by majority credit card brands to ensure that merchants securely store, process, and transmit customer credit information.

You must obtain all necessary permits, licenses and approvals to operate your Code Wiz Business. There may be other regulations that establish certain standards, specifications and requirements that must be followed by you. You alone are responsible for investigating, understanding and complying with all applicable laws, regulations and requirements applicable to you and your Code Wiz Franchise, despite any advice or information that we may give you. You should consult with a legal advisor about whether these and/or other requirements apply to your Code Wiz Business. Failure to comply with laws and regulations is a material breach of the Franchise Agreement.

ITEM 2. BUSINESS EXPERIENCE

President and CEO: Ruth Agbaji

Mrs. Agbaji has been our President and CEO in Westford, Massachusetts since our inception in August 2018. From July 2017 to August 2018, Mrs. Agbaji owned and operated the first Code Wiz location in Westford, MA. Prior to that time, she was a Software Engineer for Ixxus Corporation starting in October 2016 until April 2016 in Newton, Massachusetts and Software Engineer II for Kromos Corporation from July 2015 through May 2016 in Chelmsford, Massachusetts. From February 2013 until July 2015, Mrs. Agbaji held a Software Engineering position with Microsoft Corporation in Cambridge, Massachusetts.

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ITEM 3. LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4. BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5. INITIAL FEES

Initial Franchise Fee

The "Initial Franchise Fee" for a single Franchise is $40,000. If we allow you the right to open additional Franchises under a Development Rights Rider, then we discount the Initial Franchise Fee to $35,000 for each subsequent Code Wiz Business purchased.

We also offer a $5,000 discount for individuals who have had a managing role in a Code Wiz unit for a minimum of a year. We provide a 25% discount on the Initial Franchise Fee for a first franchise to honorably discharged veterans of the U.S. Armed Forces who otherwise satisfy our criteria. To qualify for the discount, the veteran(s) must own at least 50% of the Franchise or at least 50% of the business entity that owns the Franchise.

You will pay the Initial Franchise Fee in full at the time you sign your Franchise Agreement and the Initial Franchise Fee is uniform for all similarly situated franchisees, is deemed fully earned upon payment and, in consideration of administrative and other expenses we incur in granting this Franchise and for our lost or deferred opportunity to offer the Franchise to others, and is nonrefundable under any circumstances.

Development Fee

Upon the signing of the Development Rights Rider, you must pay a lump sum development fee equal to $60,000 for two Franchises, $75,000 for three Franchises, plus, if applicable, $15,000 per each additional Franchise after the third Franchise we grant you the right to open (the "Development Fee"). The Development Fee is not refundable under any circumstances even if you do not open the required Franchises. In order to take advantage of this discount, you must commit to purchase all Franchises at the same time and pay the entire Development Fee upon signing the Development Rights Rider. You will not be required to pay any additional "initial franchise fee" for Franchises opened pursuant to the Development Rights Rider. The Development Fee is uniform for all franchisees, is deemed fully earned upon payment and, in consideration of administrative and other expenses we incur in granting the development offering and for our lost or deferred opportunity to offer the development offering to others, and is nonrefundable under any circumstances.

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ITEM 6. OTHER FEES

Type of Fee[1]	Amount	Due Date	Remarks
Royalty Fee[2]	6% of monthly Gross Sales[3].	Due on or before the end of the sixth day of each calendar month based upon Gross Sales for the immediately preceding calendar month.	We require you to pay the Royalty Fee by electronic funds transfer.
Brand Fund Contribution	Up to 2% of Gross Sales.	Due on or before the end of the sixth day of each calendar month based upon Gross Sales for the immediately preceding calendar month.	This payment will be debited automatically from your business bank through ACH.
Local Advertising Requirement	5% of your calendar quarter Gross Sales	As Incurred.	You must spend at least 5% of your Gross Sales generated each calendar quarter on local marketing, advertising and promotion as approved by us. Local advertising expenditures are paid to third parties. Upon request, you must submit evidence of these expenditures on a monthly basis.
Insurance Administration Fee	Reimbursement of our costs, plus a 20% administration charge	On Demand.	If you fail to obtain insurance, we may obtain insurance for you, and you must reimburse us for the cost of insurance obtained plus twenty percent (20%) of the premium for an administrative cost of obtaining the insurance.

Type of Fee[1]	Amount	Due Date	Remarks
Insurance Review	$1,000	On demand	You must pay this fee to us or the party we designate if you purchase the insurance for your Code Wiz Franchise from an insurance broker or insurance carrier other than the broker and carrier that we designate as our preferred insurance provider.
Technology Fee	Up to $200	Monthly.	We do not currently charge a Technology Fee but we have the right to charge an administrative fee up to this amount, and is not associated with any particular service.
Website Maintenance Fee	Currently $0	Monthly.	We do not current charge a website maintenance fee but reserve the right to charge a fee in the future, not to exceed $50 per month.
Administrative Service Fee	Currently $0, but we reserve the right to charge up to 2% of Gross Sales	Monthly.	We reserve the right to add or discontinue specific certain administrative, operational, customer service and sales-related services to your Code Wiz Business. We will charge you 1% of your monthly Gross Sales for our services. We reserve the right to increase this fee up to two percent (2%) upon 60 days' written notice to you.
Additional, Continuing, Remedial Training or Assistance Fees	Then-current fee (currently $750 per additional person for initial training and approximately $250 per attendee per day for additional training)	As incurred	We provide initial training at no charge for up to two (2) people. We may charge you for training additional persons, newly-hired personnel, refresher training courses, advanced

Type of Fee[1]	Amount	Due Date	Remarks
			training courses, and additional or special assistance or training you need or request. The fee amount will depend on the training required and experience level of the trainer.
Convention Fee	None. There may be a fee not to exceed our actual cost per person incurred in holding the annual conference, plus the costs and expenses of your attendees. Currently, our fee is $0	On demand	
Late Payment Fee	The lesser of the daily equivalent of 12% per year simple interest or the highest rate allowed by law. We may also assess you a $100 administrative handling fee if any payment is returned for insufficient funds or is dishonored by a financial institution.	As incurred	Payable if any payment due to us or our affiliates is not made by the due date. Interest accrues from the original due date until payment is received in full.
Non-Sufficient Funds Fee	$50 per occurrence.	As incurred	Payable if any check or electronic payment is not successful due to insufficient funds, stop payment, or any similar event.

Type of Fee[1]	Amount	Due Date	Remarks
Non-Compliance Fee	Up to $500 per occurrence.	On demand.	If you fail to comply with System Standards and fail to remedy such compliance within the time period provided, then we may charge you a fee up to $500 per occurrence.
Management Fee	Twenty percent (20%) of Gross Sales, plus expenses.	Payable weekly out of the Franchise proceeds.	We have the right to step in and operate your Franchise in certain circumstances, including your death, disability or prolonged absence where you are unable to provide oversight of the Franchise. The reimbursable expenses include our and our representatives' wages, travel, lodging and meals.
Audit Expenses	Cost of audit and inspection, any understated amounts, and any related accounting and legal expenses (we estimate this cost to be between $1,000 and $12,000)	On demand	You will be required to pay this if an audit reveals that you understated monthly Gross Sales by more than two percent (2%) or you fail to submit required reports.
Indemnification	Will vary under circumstances	As incurred	You must indemnify and reimburse us for any expenses or losses that we or our representatives incur related in any way to your Code Wiz Business or Franchise.
Renewal Fee	25% of the then-current Initial Franchise Fee	At the time you sign the new franchise agreement	Payable if you qualify to renew your Franchise Agreement and choose to enter into a successor franchise agreement.
Relocation Fee	Will vary under circumstances.	Upon relocation	You must reimburse us for our reasonable expenses if we permit you to relocate your Code Wiz Business. We will provide you with copies of our invoices for

Type of Fee[1]	Amount	Due Date	Remarks
			our expenses from any third-party providers upon request. If we approve your relocation, then you must commence operations at the new location at the same time or before ceasing operations at the current location.
Transfer Fee	50% of the then-current Initial Franchise Fee	When transfer application is submitted	Payable in connection with the transfer of your Code Wiz Business, a transfer of ownership of your legal entity, or the Franchise Agreement. There are various other conditions you must meet for us to approve your transfer request.
Initial Launch Digital Marketing Campaign[4]	Minimum of $1,250 per month	As incurred by you	You must pay this amount to us, our affiliate, or our approved supplier for your initial six months of digital marketing. See, Note 4.
Social Media Management Fee	The then-current fees, not less than $150 per month	Monthly or as incurred	We, our affiliates or our approved supplier will provide you with digital advertising services that you are required to purchase. The fee is based on amounts charged by third parties and actual charges may differ from those described here.
Marketing Automation Fee	Currently $100 per month	Monthly or as incurred	You must pay this amount to us, our affiliate, or our approved supplier for your participation in our required marketing services. The fee is based on amounts charged by third parties and we may increase this fee if our costs increase.

Notes:

1. Fees. All fees paid to us or our affiliates are uniform and not refundable under any circumstances once paid. Fees paid to vendors or other suppliers may be refundable depending on the vendors and suppliers. We currently require you to pay fees and other amounts due to us or our affiliates via electronic funds transfer ("EFT") or other similar means. You are required to complete the EFT authorization (in the form attached to the Franchise Agreement as Exhibit A-5). We can require an alternative payment method or payment frequency for any fees or amounts owed to us or our affiliates under the Franchise Agreement. All fees are current as of the Issuance Date of this Franchise Disclosure Document. Certain fees that we have indicated may increase over the term of the Franchise Agreement. Company and affiliate-owned franchised Code Wiz businesses are not required to pay Royalty Fees.

2. Royalty Fee. You must pay to us a continuing Royalty Fee. The continuing Royalty Fee is a monthly fee that is equal to six (6%) percent of your Monthly Gross Sales.

3. "Gross Sales" means the total selling price of all revenue and income from the sale of all Code Wiz products and services and other related charges to your customers, whether or not sold or performed at or from your Code Wiz Business, and whether received in cash, check, credit card, coupon, in services in kind, from barter and/or exchange, on credit (whether or not payment is received) or otherwise. You may deduct from Gross Sales for purposes of this computation (but only to the extent they have been included) the amount of all sales tax receipts or similar tax receipts which, by law, are chargeable to customers, if the taxes are separately stated when the customer is charged and if the taxes are paid to the appropriate taxing authority. You may also deduct from Gross Sales the amount of any documented refunds, chargebacks, credits, charged tips, and allowances you give in good faith to your customers. All barter and/or exchange transactions in which you furnish products and/or services in exchange for products and/or services provided to you by a vendor, supplier, or customer will, for the purpose of determining Gross Sales, be valued at the full retail value of the products and/or services so provided to you.

4. Initial Launch Digital Marketing Campaign. For the initial six (6) month period commencing on the opening of your Code Wiz Business you must spend on our initial launch digital marketing campaign (the "Initial Launch Digital Marketing Campaign"), in aggregate, $7,500, payable in installments of $1,250 per month. Our Initial Launch Digital Marketing Campaign may include SEO optimization, influencer marketing, social media advertising, email marketing and other effective digital marketing techniques.

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ITEM 7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

A. SINGLE FRANCHISE

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Initial Franchise Fee[1]	$40,000	$40,000	Lump Sum	When you sign the Franchise Agreement	Us
Code Wiz Location Rent, Security & Utility Deposits[2]	$3,000	$12,000	As Arranged	Before Opening	Third Parties, including Utility Companies
Promotional Materials/ Printing[3]	$1,000	$1,500	As Arranged	As Arranged	Third Parties
Insurance[4]	$300	$1,500	As Arranged	As Arranged	Insurance Company
Professional Fees[5]	$500	$3,000	As Arranged	As Arranged	Your Attorneys, Advisors, CPA's And Other Professionals
Initial Instructional Equipment & Inventory[6]	$8,300	$18,700	As Required	Before Opening	Approved Suppliers
Training Expenses[7]	$2,000	$3,500	As Required	As Incurred	Providers of Travel, Lodging, and Food Services
License, Permits and other Licenses[8]	$0	$3,000	As Required	As Incurred	Gov't Agencies/Third Parties
Code Wiz Location Leasehold Improvements[9]	$1,500	$8,000	As Arranged	As Arranged	Third Parties
Computer/Office Equipment[10]	$500	$1,500	As Required	As Incurred	Third Parties

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Fixtures, Furnishings, Equipment and Mandatory Signage(11)	$15,700	$20,500	As Incurred	As Incurred	Approved Suppliers
Initial Advertising Program(12)	$10,000	$10,000	As Arranged	As Incurred	Third Parties
Initial Launch Digital Marketing Campaign(13)	$7,500	$10,000	Monthly	As Incurred	Third Parties
Additional Funds –3 Months(14)	$27,500	$60,000	As Agreed	As Incurred	Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT(15)	$117,800	$193,200			

Notes:

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Code Wiz Franchise. We do not offer direct or indirect financing for these items. Our estimates are based on our experience, the experience of our affiliates, and our current requirements for Code Wiz Franchises. The factors underlying our estimates may vary depending on several variables, and the actual investment you make in developing and opening your Code Wiz Franchise may be greater or less than the estimates given, depending upon the location of your Code Wiz Business, and current relevant market conditions. Your costs will also depend on factors such as how well you follow our methods and procedures; your management skills; your business experience and capabilities; local economic conditions; the local market for our products and services; the prevailing wage rates; competition; and sales levels reached during your initial phase of business operations. All expenditures paid to us or our affiliates are uniform and non- refundable under any circumstances once paid. All expenses payable to third parties are non-refundable, except as you may arrange for utility deposits and other payments.

1. Initial Franchise Fee. See Item 5 for more information on the Initial Franchise Fee.

2. Code Wiz Location Lease & Security Deposits. If you do not own a location for your Code Wiz Location, you must purchase or lease a commercial location. Locations for Code Wiz businesses typically measure from 900 to 1,700 square feet. You must use our building specifications for your real property space and design plans for building out, remodeling, or retrofitting your Franchised Business Site. We must approve the Site and the location must meet the requirements described in the Franchise Operations Manual. The estimate for these deposits includes your first month's rent payment, security deposits and utility deposits (telephone, gas, electric and water). We have assumed a security deposit equal to one month's rent, but this may vary with each location.

3. Promotional Materials/Printing. This estimate is for promotional products for use in your Code Wiz Business, such as labels, pens and other supplies with the Code Wiz logo printed on them.

4. Insurance. You must obtain and maintain, at your own expense, the insurance coverage we require, and satisfy other insurance-related obligations.

5. Professional Fees. We strongly recommend that you hire a lawyer, accountant or other professional to advise you on this Franchise offering and to assist you in setting up your Code Wiz Business. Rates for professionals can vary significantly based on area and experience.

6. Initial Equipment & Supplies. See Item 8 for more information on the required equipment & opening inventory. Shipping costs for the initial inventory may vary depending on where your Code Wiz Business is located.

7. Training Expenses. We provide training at our training center in Westford, Massachusetts or at another location designated by us. Initial training is provided at no charge for up to two (2) people, one or both of which must be your Operating Principal and Designated Manager. Additional initial training is required or more people must be trained, an additional fee will be assessed. You must pay for airfare, meals, transportation costs, lodging and incidental expenses for all initial training program attendees.

8. Permits and other Licenses. You may be required to secure a required permits and license before you begin your Code Wiz Business. The cost of permits and licenses will depend upon the fees charged by your local municipality, county, state and licensing authority.

9. Code Wiz Location Leasehold Improvements. The range in this category reflects an estimate for layout and construction build-out costs for your Code Wiz Location. Your cost for leasehold improvements will vary depending upon the size of your Code Wiz Business, its geographic location and the work that the lessor may do as a result of the lease negotiation. Construction costs in some areas of the country may exceed these estimates. You must meet our standard plans and specifications.

10. Computer / Office Equipment. You must purchase or obtain a computer system prior to opening your Code Wiz Business. The computer system will include the hardware and software necessary to operate your Code Wiz Business and manage the sales, application and servicing areas of your Code Wiz Business. This estimate also includes office supplies, mobile telephone fees, and high-speed Internet.

11. Fixtures, Furnishings, Equipment and Mandatory Signage. As described in Item 8, you must purchase all fixtures, furnishings, mandatory signage and supplies that we specify to operate a Code Wiz. This estimate includes fixtures and equipment including, but not limited to, desks, workstations, chairs, storage fixtures, refreshment systems, other furniture, trade dress & décor and other items as deemed necessary.

12. Initial Advertising Program. The range in this category will depend on the media available in your local market, the rates charged for advertising in the available media, and home show attendance. You will work with our approved supplier prior to opening your Code Wiz Business to develop and implement your initial advertising program. Your initial advertising program must begin no earlier than thirty (30) days prior to the opening of your Code Wiz Business and ending no later than sixty (60) days after the opening of the Code Wiz Business.

13. Initial Launch Digital Marketing Campaign. For the initial six (6) month period commencing on the opening of your Code Wiz Business you must spend on our Initial Launch Digital Marketing

Campaign, in aggregate, $7,500, payable in installments of $1,250 per month. Our Initial Launch Digital Marketing Campaign may include SEO optimization, influencer marketing, social media advertising, email marketing and other effective digital marketing techniques.

14. Additional Funds. These amounts represent our estimate of the amount needed to cover your expenses for the initial three-month start-up phase of your Code Wiz Business. They include payroll costs, including for a Designated Manager (See Item 15), during the first three months of operation, but not any draw or salary for you. These figures do not include standard pre-opening expenses, Royalties, or Brand Development Fund contributions payable under the Franchise Agreement or debt service and assume that none of your expenses are offset by any sales generated during the start-up phase. For purposes of this disclosure, we estimated the start-up phase to be three months from the date your Code Wiz Business opens for business. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting your Code Wiz Business. You must bear any deviation or escalation in costs from the estimates that we have given. Your costs will depend on factors such as: how well you follow our methods and procedures; your management skills, experience, and business acumen; local economic conditions; the local market for your products and services; the prevailing wage rate; competition; the sales level reached during the start-up period; and the size of your Code Wiz Business. Additional funds for the operation of your Code Wiz Franchise will be required after the first three months of operation if sales produced by the Code Wiz Franchise are not sufficient to produce positive cash flow.

15. Total. In compiling this chart, we relied on our industry knowledge and our affiliate's experience in operating a Code Wiz outlet in Massachusetts. This is an estimate of your initial startup expenses for one Code Wiz Franchise. You should review these figures carefully with a business advisor before making any decision to purchase the Franchise.

B. DEVELOPMENT RIGHTS RIDER

Type of expenditure (1)	Amount		Method of payment	When due	To whom payment is to be made
	Low	High			
Development Fee (2)	$60,000	$75,000	Lump Sum	At Signing of Development Rights Rider	Us
Costs to Open First Franchise (3)	$117,800	$193,200	As needed	As arranged	Lessor, Vendors, Approved Suppliers, etc.
TOTAL (4)	$177,800	$268,200			

Notes to Table C:

1. We do not make any representation regarding whether any amounts paid to third parties are refundable. All amounts paid to us are non-refundable unless otherwise noted. Neither we nor any of our affiliates finance any of the initial investment.

2. Development Fee. The Development Fee is discussed in Item 5. The low end of this estimate is the Development Fee for the right to open and operate two (2) Franchises and the high end of this estimate

is the Development Fee for the right to open and operate three (3) Franchises. If we and you agree in a Development Rights Rider that you may develop more than three (3) Franchises, the development fees will be higher. You will not be required to pay any additional "initial franchise fee" for Franchises opened pursuant to the Development Rights Rider.

3. Costs to Open First Franchise. This figure represents the total estimated initial investment required to open the first Franchise under your first Franchise Agreement, minus the Initial Franchise Fee applicable to the first Franchise since that amount is included in the Development Fee (see the Item 7(A) chart above for additional details).

4. Total. This figure represents the total estimated initial investment to purchase a Development Area for two (2) or three (3) Franchises, including the estimated initial investment to open your first Franchise under the Development Rights Rider. This figure does not include the cost to develop the second and subsequent Franchises under the Development Rights Rider. These figures are estimates. We relied on our industry knowledge and the estimates of our affiliate-owned location in Massachusetts in compiling these numbers.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Standards and Specifications

You must operate your Code Wiz Franchise according to our System and specifications. This includes purchasing or leasing all products, services, supplies, materials, fixtures, equipment, inventory, computer hardware and software, and real estate related to establishing and operating the Code Wiz Franchise under our specifications, which may include purchasing these items from: (i) our designees; (ii) approved suppliers; and/or (iii) us or our affiliates. You must not deviate from these methods, standards and specifications without our prior written consent, or otherwise operate in any manner, which reflects adversely on our Marks or the System.

Our confidential operations manual ("Franchise Operations Manual") states our standards, specifications, and guidelines for all products and services we require you to obtain in establishing and operating your Code Wiz Franchise and approved vendors for these products and services. We will notify you of new or modified standards, specifications, and guidelines through periodic amendments or supplements to the Franchise Operations Manual or through other written communication (including electronic communication such as e-mail or through a system-wide intranet).

You must purchase, install, maintain in sufficient supply and use, only fixtures, furnishings, equipment, materials, mandatory signs and supplies that conform to the standards and specifications described in the Franchise Operations Manual or otherwise in writing. You are required to purchase, subject to our design and construction specifications and approval, interior and exterior signs and displays that we designate. The signage for your Code Wiz Franchise must meet our standards and specifications and must be purchased from our designated suppliers.

You must use the computer hardware and software systems, applications and web technologies that we periodically designate to operate your Code Wiz Business. You must obtain the computer hardware, software licenses, maintenance and support services, and other related services that meet our specifications from the suppliers we specify.

You must obtain the insurance coverage required under the Franchise Agreement, by your landlord, your lenders (if any) and by the state in which your Code Wiz Business is located. Your insurance must adequately cover the provision of System Services and Products away from your Code Wiz Location as a condition of your engaging in such activities within your Territory. We require you use our approved broker or a broker approved by us. In addition, we require that you purchase the minimum following types and amounts of insurance:

- "all risk" property insurance coverage at replacement cost for all assets of the Code Wiz Business, including furniture, fixtures, equipment, computers, inventory and tenant improvements;

- comprehensive commercial general liability insurance with a minimum bodily injury and property damage liability coverage limit of $1,000,000 per occurrence and $3,000,000 in the aggregate, including premises liability, professional liability products, completed operations, personal and advertising injury;

- business interruption insurance covering at least 9 months' loss of profits and necessary continuing expenses for interruptions caused by any occurrence;

- insurance coverage for contractual indemnity;

- professional liability insurance covering all instructors and teachers, including independent contractors, and riders to the insurance policies for sexual abuse and molestation and corporal punishment with a minimum limit of $1,000,000 per occurrence and aggregate;

- workers' compensation insurance and employer liability coverage with a minimum limit of $1,000,000 and as required by applicable law; and

- hired and non-owned automobile liability insurance of at least $1,000,000 combined single limit per accident.

These are the minimum amounts of insurance we require but you must consult with your broker to determine what additional insurance your broker, advisors, landlord, lenders, vendors or state law require. Factors that may affect your cost of insurance include the size and location of the Code Wiz Business, value of the leasehold improvements, number of employees and other factors. The amounts you pay for insurance are typically non-refundable. You should inquire about the cancellation and refund policy of the insurance carrier or agent at or before the time of purchase.

We may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverage at any time. The insurance company must be authorized to do business in the state where your Code Wiz Business is located and must be approved by us. It must also be rated "A" or better by A.M. Best & Company, Inc. All insurance policies must name us and any affiliates we designate as additional named insured parties and state that we will receive at least 30 days' prior written notice of any intent by the insurer to reduce coverage or policy limits, cancel or amend the policy. The policies must also contain a waiver of subrogation. Each insurance policy required under the Manual must contain a provision that the policy cannot be cancelled, amended, renewed or expired without at least thirty (30) days prior written notice to us. The insurance must be primary coverage without the right of contribution from any of our insurance.

We have negotiated, on our own behalf and that of our affiliates, insurance policies from a preferred broker and insurance carrier that meets our specifications for applicable insurance coverage. You may purchase insurance from the preferred brokers and insurance carriers that we designate or you may purchase insurance from brokers and insurance carriers that you select provided that your insurance coverage meets our standards and specifications and that you submit the proposed insurance policies to us for our review and approval. In such instance, where you select a broker and/or insurance carrier other than the select broker and carrier that we designate, you must pay to us an insurance policy review fee of $1,000. If the insurance policy is reviewed by us in-house we will retain the fee. If we elect to have the policy reviewed by an outside consultant we will use the fee to pay the outside consultant.

Purchases from Approved Suppliers

We will provide you with a list of our designated and approved suppliers in our Franchise Operations Manual. We may update the list of approved suppliers in the Franchise Operations Manual.

If you want to use or sell a product or service that we have not yet evaluated, or if you want to purchase or lease a product or service from a supplier or provider that we have not yet approved (for products and services that require supplier approval), you must notify us and submit to us the information, specifications and samples we request. We will use commercially reasonable efforts to notify you within 30 days after receiving all requested information and materials whether you are authorized to purchase or lease the product or service from that supplier or provider. We reserve the right to charge a fee to evaluate the proposed supplier of approximately $100 to $500 per evaluation (See Item 6). We apply the following general criteria in approving a proposed supplier: (1) ability to purchase the product in bulk; (2) quality of services; (3) production and delivery capability; (4) proximity to Code Wiz Franchises to ensure timely deliveries of the product or services; (5) the dependability of the supplier; and (6) other factors. We do not make our supplier specifications and/or standards generally available to franchisees or suppliers. We will respond to a request within 60 days of receiving all of the information from you we need to make a determination. The supplier may also be required to sign a supplier agreement with us. We may periodically re-inspect approved suppliers' facilities and products, and we reserve the right to revoke our approval of any supplier, product or service that does not continue to meet our specifications. We will send written notice of any revocation of an approved supplier, product or service. We do not provide material benefits to you based solely on your use of designated or approved sources. Our written approval must be received before you use products not purchased from an approved supplier. We may revoke our approval at any time if we determine, in our discretion, that the supplier no longer meets our standards. When you receive written notice of a revocation, you must stop selling any disapproved products, and stop purchasing from any disapproved supplier.

You must purchase all products, equipment, supplies, and materials only from approved suppliers (including manufacturers, wholesalers, and distributors). We estimate that approximately twenty percent (20%) of purchases required to open your Code Wiz Business and ten percent (10%) of purchases required to operate your Code Wiz Business will be from us or from other approved suppliers or under our specifications.

We and our affiliates may receive rebates from some suppliers based on your purchase of services and products and we have no obligation to pass them on to our franchisees or use them in any particular manner. Neither we or persons affiliated with us are currently approved suppliers. Neither we, our affiliate nor any of our officers own any interest in any of the approved suppliers.

We may negotiate purchase arrangements with suppliers and distributors for the benefit of our franchisees and we may receive rebates or volume discounts from our purchase of equipment and supplies that we resell to you. We currently do not have any purchasing or distribution cooperatives.

During our last fiscal year ending December 31, 2019, we received $0 (0% of our total revenue of $0.00) in revenue from franchisees' required purchases and leases of products and services.

ITEM 9 FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise 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 Agreement or Development Rights Rider	Disclosure Document Item
a. Site selection and acquisition/lease	Section 7 and Exhibit A-8	Items 7 and 12
b. Pre-opening purchases/leases	Sections 7 and 12	Items 7, 8 and 11
c. Site development and other pre-opening requirements	Sections 7 and 11.2	Items 7 and 11
d. Initial and ongoing training	Sections 5 and 6	Items 6,7 and 11
e. Opening	Sections 7.7 and 11.2; DRR Section 2	Items 7 and 11
f. Fees	Sections 5, 6, 7, 11, 12, 13 and 14; DRR Section 5	Items 5, 6 and 7
g. Compliance with standards and policies/Franchise Operations Manual	Sections 6, 7 and 12	Items 7, 8, 11, 13, 14 and Exhibit F
h. Trademarks and proprietary information	Sections Recitals, 3, 12 and 18	Items 13 and 14
i. Restrictions on products/services offered	Sections 3, 6 and 7	Items 8 and 16
j. Warranty and customer service requirements	Sections 6 and 11.10	Items 1 and 11
k. Territorial development and sales quotas	Sections 3 and 7	Items 1, 11 and 12
l. Ongoing product/service purchases	Sections 4, 5, 7 and 12	Items 7, 8 and 16
m. Maintenance, appearance, and remodeling requirements	Sections 6 and 12	Items 6, 7, 8 and 11
n. Insurance	Sections 7 and 16	Items 6, 7 and 8

Obligation	Section in Franchise Agreement or Development Rights Rider	Disclosure Document Item
o. Advertising	Sections 11 and 14	Items 6, 7 and 11
p. Indemnification	Section 8.7 and Exhibit A-1	Item 6
q. Owner's participation/management and staffing	Sections 8, 10 and Exhibit A-1	Items 11 and 15
r. Records and reports	Section 16	Item 11
s. Inspections and audits	Section 17	Items 6 and 11
t. Transfer	Section 20; DRR Section 9	Items 6 and 17
u. Renewal	Section 4	Items 6 and 17
v. Post-termination obligations	Section 22	Item 17
w. Non-competition covenants	Sections 15 and Exhibit A-1	Item 17
x. Dispute resolution	Section 24	Item 17
y. Personal Guaranty	Owners' Agreement Exhibit A-2	Item 15

ITEM 10. FINANCING

We do not offer direct or indirect financing to you. We do not guarantee your note, lease or other obligation.

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ITEM 11. FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER, SYSTEM AND TRAINING

Except as listed below, CWFS is not obligated to provide you with any assistance.

Pre-opening Obligations

Before you open your Code Wiz Business, we (or our designee(s)) will provide the following assistance and services to you:

1. Designate your Territory (as defined in Item 12) or Development Area (as defined in Item 12). Section 3 of the Franchise Agreement.

2. Provide an initial training program in Westford, Massachusetts or another location designated by us ("Initial Training Program") for up to two (2) people. If you want to have additional persons attend the Initial Training Program, then you must pay to us a daily attendance fee in an amount set by us for each additional attendee (see Item 6). You must also pay the wages, travel, lodging, and living expenses of each required and additional attendee of yours. All persons who attend our Initial Training Program must complete it to our satisfaction. You may not employ a person that does not complete this Initial Training Program to our satisfaction (See Franchise Agreement – Section 5.1).

3. Loan to you, or make available to you electronically, via website or portal or otherwise as we determine, one copy of the Franchise Operations Manual. The Franchise Operations Manual contains approximately 100 pages. The table of contents for the Franchise Operations Manual is attached to this Franchise Disclosure Document as Exhibit F (See Franchise Agreement – Section 6.2).

4. Provide approval of the site for your Franchised Business, which must be located as a real property space. As of the date this Franchise Disclosure Document was issued, these basic requirements consisted of requiring that the location: (i) be in your territory; (ii) complies with any applicable rules or laws applicable to child related business activity; and (iii) provides an environment which is suitable to instruct children and students safely (See Franchise Agreement – Section 7).

5. Provide you with mandatory and discretionary specifications for the Code Wiz Business, including standards and suggested criteria for design, image, and branding of the Code Wiz Location and other trade dress. However, we do not provide assistance in conforming to these specifications. The minimum size of a Location is 900 square feet. (See Franchise Agreement – Section 7.3).

6. Identify and provide you with a list of operating assets, computer systems, and other products and supplies that you must use to develop and operate your Code Wiz Business; provide you with our minimum standards and specifications that you must satisfy while operating your Code Wiz Business; and identify and provide you with a list of our designated and approved suppliers from whom you may be required to purchase and/or lease items for your Code Wiz Business. You must purchase all items directly and we do not order, deliver or install these items for you. (See Franchise Agreement – Section 7.4).

7. Provide you with materials and consultation in connection with the grand opening marketing for your Code Wiz Business (See Franchise Agreement – Section 11.2).

8. Provide you with our course curriculum and outline of course materials which you must purchase from our approved (See Franchise Agreement – Section 7.9).

9. We do not (a) provide you with any assistance with respect to hiring or training your employees; (b) typically own the premises for the Code Wiz Business which we would then lease to you but we reserve the right to do so in the future; and (c) provide any assistance with conforming the premises to local ordinances and building codes and obtaining any required permits.

Schedule for Opening

We estimate that it will be approximately nine (9) months from the time you sign the Franchise Agreement to the time you open for business. This time period may be shorter or longer depending on the modifications that must be made to the site to accommodate your Location. Other factors that may affect your beginning operations include ability to secure permits, zoning and local ordinances, weather conditions and delays in tenant improvements and installation of equipment and fixtures. We will provide you written notice of approval or disapproval of the proposed site within fifteen (15) days after receiving your written proposal. You must obtain an approved Location within three (3) months of signing the Franchise Agreement and must begin business within nine (9) months after signing the Franchise Agreement, unless we give you a written extension in our sole discretion. If you fail to obtain a signed lease or real estate purchase agreement for your approved Location within three (3) months of signing the Franchise Agreement, then we have the option to terminate the Franchise Agreement. Your Initial Franchise Fee will not be refunded. (See Franchise Agreement – Section 7.1(a)). We must formally approve your Code Wiz Business prior to opening.

Continuing Obligations

During the operation of your Code Wiz Business, we (or our designee(s)) will provide the following assistance and services to you:

1. Inform you of mandatory standards, specifications and procedures for the operation of your Code Wiz Franchise (See Franchise Agreement – Sections 6.2, 6.5, 7.3 and 12).

2. Upon reasonable request, provide advice regarding your Code Wiz Business's operations based on reports or inspections. Advice will be given during our regular business hours and via written materials, electronic media, telephone, or other methods in our discretion (See Franchise Agreement – Sections 6.3 and 6.4).

3. Provide you with advice and guidance on advertising and marketing (See Franchise Agreement – Section 11).

4. Provide additional training to you for newly-hired personnel on the Code Wiz brand and System guidelines, refresher training courses and additional training or assistance that, in our discretion, you need or request. You may be required to pay additional fees for this training or assistance (See Franchise Agreement – Sections 5 and 6).

5. Allow you to continue to use confidential materials, including the Franchise Operations Manual and the Marks (See Franchise Agreement – Sections 3 and 6).

Optional Assistance

During the term of the Franchise Agreement, we (or our designee(s)) may, but are not required to, provide the following assistance and services to you:

1. Modify, update or change the System, including the adoption and use of new or modified trade names, trademarks, service marks or copyrighted materials, new products, new equipment or new techniques (See Franchise Agreement – Section 12).

2. Make periodic visits to the Code Wiz Business for the purpose of assisting in all aspects of the operation and management of the Code Wiz Franchise, prepare written reports concerning these visits outlining any suggested changes or improvements in the operation of the Code Wiz Franchise, and detailing any problems in the operations which become evident as a result of any visit. If provided at your request, you must reimburse our expenses and pay our then current training charges (See Franchise Agreement – Section 6.3).

3. Maintain and administer a Brand Development Fund. We may dissolve the Brand Development Fund upon written notice (See Franchise Agreement – Section 11.4).

4. Hold periodic national or regional conferences to discuss business and operational issues affecting Code Wiz franchisees.

Advertising

1. Brand Development Fund – We may control and administer a brand development fund (the "Brand Development Fund") (Franchise Agreement, Section 11.4). As disclosed in Item 6 of this Disclosure Document, you must contribute a weekly sum not to exceed Two (2%) Percent of weekly Gross Sales to the Brand Development Fund. We may use the Brand Development Fund for market studies, research, service development, product development, testing, research studies, technology development, advertising and public relations studies or services, creative production and printing of advertising and marketing materials, advertising copy and commercials, tracking costs, agency fees, administrative costs, which may include reimbursement for direct administrative and personnel costs associated with advertising and public relations, and any other costs associated with the development, marketing and testing of advertising, marketing and public relations materials, and the purchase of media placement, advertising time and public relations materials in national, regional or other advertising and public relations media in a manner determined by us, in our discretion, to be in the best interest of the franchisees and the System. Our company and/or affiliate owned Code Wiz Businesses may but are not required to contribute to the Brand Development Fund. The Brand Development Fund will be required to maintain unaudited financial records detailing its expenditures and will make available to you (no more frequently than one time in any twelve-month period) an unaudited accounting of how the monies contributed to the Brand Development Fund were spent each year. We are not required to segregate the Brand Development Fund from our general operating funds and we are not a fiduciary or trustee of the Brand Development Fund. The Brand Development Fund will not be used to directly promote your Code Wiz Business or the marketing area in which your Code Wiz Business will be located. (Franchise Agreement, Section 11.4). We may utilize the Brand Development Fund to develop and test various media and technologies for potential utilization and/or improvement of the operations of Code Wiz Businesses and the marketing of Code Wiz Businesses. These technology developments and/or improvements may relate, among other things, to our website and to the interaction and potential enhancement of web offerings that may or may not be implemented on behalf of Code Wiz Businesses. You may or may not benefit from these technology developments and improvements. The Brand Development Fund will be uniformly imposed upon all franchisees. (Franchise Agreement, Section 11.4).

We may use the Brand Development Fund to compensate ourselves for administrative fees associated with managing the Brand Development Fund and for our internal employee salaries, expenses and overhead associated with or reasonably allocated to managing the activities of the Brand Development Fund and performing services on behalf of the Brand Development Fund including, but not limited to, directing, developing and managing media of the Brand Development Fund. We will not directly utilize the Brand Development Fund to directly market the sale of Code Wiz Business, however the advertising, marketing and brand development materials developed (including the System website) may contain basic information as to the availability of Code Wiz Businesses for sale and contact information for franchise inquiries.

2. Local Advertising

In addition to the Brand Development Fund Fee, you must spend an average of five percent (5%) of your Gross Sales on local advertising each calendar quarter ("Local Advertising Requirement"). You agree, at your sole cost and expense, to issue and offer such rebates, giveaways, and other promotions in accordance with advertising programs established by us, and further agree to honor the rebates, giveaways, and other promotions issued by other Code Wiz Franchisees under any such program, so long as such compliance does not contravene any applicable law, rule or regulation. You will not create or issue any gift cards/certificates and will only sell gift cards/certificates that have been issued or sponsored by us and which are accepted at all Code Wiz Businesses, and you will not issue coupons or discounts of any type except as approved by us.

You may be required to participate in any local or regional advertising cooperative for Code Wiz Franchises that is established. The area of each local and regional advertising cooperative will be defined by us, based on our assessment of the area. Franchisees in each cooperative will contribute an amount to the cooperative for each Code Wiz Business that the franchisee owns that exists within the cooperative's area. Each Code Wiz Business we own that exists within the cooperative's area will contribute to the cooperative on the same basis as franchisees. Members of the cooperative will be responsible for administering the cooperative, including determining the amount of contributions from each member. We may require that each cooperative operate with governing documents and prepare annual unaudited financial statements. We reserve the right to form, change, dissolve or merge any advertising cooperative formed in the future. If we elect to form such cooperatives, or if such cooperatives already exist near your territory, you will be required to participate in compliance with the provisions of the Franchise Operations Manual, which we may periodically modify at our discretion.

You must order sales and marketing material from us or our designated suppliers. It is a material breach of the Franchise Agreement to use other marketing material without obtaining our prior written approval. If you desire to use your own advertising materials, you must obtain our prior approval, which may be granted or denied in our sole discretion. We will review your request and we will respond in writing within fifteen (15) days from the date we receive all requested information. Our failure to notify you in the specified time frame will be deemed a disapproval of your request. Use of logos, Marks and other name identification materials must follow our approved standards. You may not use our logos, Marks and other name identification materials on items to be sold or services to be provided without our prior written approval. If we approve of promotional items or services that will be sold in your Code Wiz Business, those items or services must be in your Gross Sales, and will be subject to Royalties, Local Advertising Requirement, and the Brand Development Fund Fee.

3. Initial Advertising Program

During the period beginning 30 days before opening and ending 60 days after opening, you must spend at least $10,000 on advertising and other marketing activities to promote your Franchise. We must approve all such advertising and we may require you use our approved vendor or supplier to develop your advertising.

4. System Website

We have established a main website for Code Wiz Businesses ("System Website"). Each Code Wiz Business will have an individual Sitelet. Your Sitelet will include information relating to your specific Code Wiz Business location and select content that we provide from our Website. Your Sitelet will also showcase Code Wiz products and services. You agree you use the supplier designated in the Franchise Operations Manual to establish your Sitelet. You may not establish or maintain any other website or engage in any other electronic marketing of products or services without our prior written approval. We reserve the right to change the requirements relating to your Sitelet at any time. You may be requested to provide content for our Internet marketing and you must follow our intranet and Internet usage rules, policies and requirements.

You are required to follow our social media and Internet policy, which is contained in our Franchise Operations Manual. Our social media and Internet policy may change as technology and the Internet changes. Under our online policy, we may retain the sole right to market on the Internet, including all use of websites, domain names, advertising, and co-branding arrangements. We may restrict your use of social media. We may not allow you to independently market on the Internet, or use any domain name, address, locator, link, metatag, or search technique with words or symbols similar to the Marks. We intend that any franchisee website will be accessed only through our home page.

As long as we maintain a System Website, we will have the right to use the Brand Development Fund assets to develop, maintain and update the Sitelet. We may update and modify the Sitelet from time to time. You must promptly notify us whenever any information on your listing changes or is not accurate. We have final approval rights of all information on the Sitelet. We may implement and periodically modify System Standards relating to the Sitelet.

We are only required to reference your Code Wiz Business on the System Website while you are in full compliance with your Franchise Agreement and all System Standards. If you are in default of any obligation under the Franchise Agreement or System Standards, then we may temporarily remove references to your Code Wiz Business from the System Website until you fully cure the subject default(s). You may not, without our prior written approval, develop, maintain or authorize any website that mentions or describes you, your Code Wiz Business, or displays any of the Marks. If we approve your use of a website, including social media websites, we will reserve the right to require you to obtain our written approval of its initial content and as it is updated or modified from time to time. If we develop a template or other standardized format and/or content for franchisee websites, you must agree to use our mediums. You may not sell products or services not approved by us in the Franchise Operations Manual on your Code Wiz Business website without our prior written approval (See Franchise Agreement – Section 7.4).

5. Advisory Council

We currently do not have, but may form, an advisory council ("Council") to advise us on advertising policies. Members of the Council would consist of both franchisees and corporate representatives. Members of the Council would be selected by way of a voting method specified in the Council's bylaws. The Council would serve in an advisory capacity only. We will have the power to form, change or dissolve the Council, in our sole discretion.

Computer System

You are required to purchase a computer system that consists of the following hardware and software: (a) Windows Desktop PC, Laptop with Windows 10 MacBook or Chromebook; a commercial quality laser or inkjet printer; and (b) QuickBooks Pro 2015 or newer ("Computer System"). We estimate the cost of purchasing the Computer System will be between $500 - $1,500. The Computer System will manage the daily workflow of the Code Wiz Business; coordinate the customer experience; track families; provide installation information; manage accounts payable and receivable; document business accounting according to GAAP; manage labor and other information. You must record all Gross Sales on the Computer System. You must store all data and information in the Computer System that we designate, and report data and information in the manner we specify. The Computer System will generate reports on the Gross Sales of your Code Wiz Franchise. You must also maintain a high-speed Internet connection at the Code Wiz Business. In addition to offering and accepting Code Wiz checks, you must use any credit card vendors and accept all credit cards and debit cards that we determine. The term "credit card vendors" includes, among other things, companies that provide services for electronic payment, such as near field communication vendors (for example, "Apple Pay" and "Google Wallet"). We are not required to provide you with any ongoing maintenance, repairs, upgrades, updates or support for the Computer System (See Franchise Agreement – Section 7.6). You must arrange for installation, maintenance and support of the Computer System at your cost. There are no limitations in the Franchise Agreement regarding the costs of such required support, maintenance repairs or upgrades relating to the Computer System. We cannot estimate the cost of maintaining, updating or upgrading the Computer System or its components because it will depend on your repair history, local costs of computer maintenance services in your area and technological advances, which we cannot predict at this time. We may revise our specifications for the Computer System periodically. You must upgrade or replace your Computer System at such time as specifications are revised. There is no limitation on the frequency and cost of this obligation.

We (or our designee(s)) have the right to independently access the electronic information and data relating to your Code Wiz Franchise and to collect and use your electronic information and data in any manner, including to promote the System and the sale of Franchises. This may include posting financial information of each franchisee on an intranet website. There is no contractual limitation on our right to receive or use information through our proprietary data management and intranet system. We may access the electronic information and data from your Computer System remotely, in your Code Wiz Business or from other locations.

Training

Initial Training

You and any designated manager or representative that we require must complete the Initial Training Program to our satisfaction before you open your Code Wiz Business. We provide initial training at a no cost for up to up to two people. You must pay a $750 fee for training each additional person. You and your designated manager must complete the training program to our reasonable satisfaction, as determined by the specific program instructors, before you are able to open your Code Wiz Business. Initial training classes are held whenever necessary to train new franchisees. You will not receive any compensation or reimbursement for services or expenses for participation in the Initial Training Program. You are responsible for all of your expenses to attend any training program, including lodging, transportation, food and similar expenses.

We will not provide general business or operations training to your employees or independent contractors; however, we may provide limited training on the Code Wiz System and brand standards to your key employees. You will be responsible for training your employees and independent contractors, including any training on the day-to-day operations of the Code Wiz Business. You will be responsible for hiring, training, directing, scheduling, and supervising your employees and independent contractors in the day-to-day operations of the Code Wiz Business.

We plan to provide the training listed in the table below. We reserve the right to vary the length and content of the Initial Training Program based upon the experience and skill level of the individual attending the Initial Training Program.

TRAINING PROGRAM

Subject	Hours of Classroom Training (Hr)	Hours of On-The-Job Training (Hr)	Location
Pre-Opening Training	4	0	Westford, Massachusetts and Online
Leadership and Productivity Training	60	0	Online
Operations Training	16	0	Westford, Massachusetts and Online
Key Personnel Training	0	20	Franchisee's Location
	80	**20**	
TOTAL	**100**		

Notes:

1. We reserve the right to vary the length and content of the Initial Training Program based upon the experience and skill level of the individual attending the Initial Training Program. We may provide portions of the training program online through third party services. We will use the Franchise Operations Manual as the primary instruction materials during the Initial Training Program.

2. Ruth Agbaji, our President and CEO, currently oversees our training program to which she brings more than three (3) years of industry experience.

3. Other instructors will include experienced Code Wiz tutors, administrative staff, managers and/or assistant managers who will have a minimum of three (3) months of experience in the field or on the subject matter they will teach.

Ongoing Training

From time to time, we may require that you, designated managers and other employees attend system-wide refresher or additional training courses. Some of these courses may be optional while others may be required. If you appoint a new designated manager, that person must attend and successfully complete our Initial Training Program before assuming responsibility for the management of your Code Wiz Business. If we conduct an inspection of your Code Wiz Business and determine you are not operating in compliance with the Franchise Agreement, we may require that you attend remedial training that addresses your operational deficiencies. You may also request that we provide additional training (either at corporate headquarters or at your Code Wiz Business). Then current fee for additional, on-going or refresher training is currently $750 per additional person for initial training and approximately $250 per attendee per day for additional training. We may increase or modify this fee depending on the level of training required and experience level of the trainer.

In addition to participating in ongoing training, you will be required to attend an annual meeting of all franchisees at a location we designate and pay a convention fee if we hold an annual meeting of all franchisees but the cost will not exceed our actual cost per person incurred in holding the annual conference, plus the costs and expenses of your attendees. (See Item 6). You are responsible for all travel and expenses for your attendees.

ITEM 12. TERRITORY

The Code Wiz Franchise Agreement grants you a territory ("Territory"), which means that during the term of the Franchise Agreement, we will not establish or franchise others to establish another Code Wiz Business within your designated Territory. The boundaries of your Territory will coincide with the boundaries of one or more adjacent zip codes and will be designated during the Site approval process based upon the following census data. The population information we will use to derive your territory will be calculated from the most recent census data that from the census.gov website. We make no claims of the accuracy the data contained on the census.gov website. Your territory will consist of a five (5) mile radius drawn around your Location or a population of 10,000 individuals between ages of 7-17, whichever is smaller. No territory will extend into zip codes that start more than 15 miles from your location. We reserve the right to select the additional adjacent zip codes for your territory if allowed by this agreement.

You are prohibited from directly marketing to or soliciting customers whose principal residence is outside of your Territory. If you renew your Franchise, your Territory may be modified depending on the then-current demographics of the Territory and on our then-current standards for territories.

During the term of the Franchise Agreement, if you are in compliance with the Franchise Agreement, we will neither establish nor operate nor license another to establish or operate a Code Wiz Business using the Marks and System within the territory zip codes assigned to your Code Wiz Business. The protection afforded under this paragraph relates solely to the operation of a Code Wiz Business. We retain all other rights. Specifically, but not exclusively, we and/or our affiliates, licensees or designees have the right to: (i) operate and license others the right to operate Code Wiz Businesses using the Marks and System outside the Territory; (ii) distribute products and services, now existing or developed in the future, in your Territory in the manner and through the channels of distribution as we, in our sole discretion, will determine.

If you sign a Development Rights Rider, we will grant you a Development Area. We determine the Development Area before you sign the Development Rights Rider based on various market and economic factors like market demographics, the penetration of franchises and similar businesses in the market, expansion potential, the availability of appropriate sites and growth trends in the market. The Development Area may be all or a portion of a city, a contiguous number of zip codes, a single or multi-county area, or some other geographically identifiable area, which will be described in the Development Rights Rider.

You must develop Franchises in the Development Area as outlined in the development schedule in the Development Rights Rider. We must agree to the development schedule before signing the Development Rights Rider. If you stop operating any Franchise during the term of the Development Rights Rider, you must develop a replacement Franchise within a reasonable time (not to exceed 180 days) after you stop operating the original Franchise.

If you comply with the Development Rights Rider and all other agreements that you and your affiliates have with us and our affiliates, then we and our affiliates will not establish, or authorize anyone except you to establish, any Franchises in the Development Area during the term of the Development Rights Rider. We retain all other rights. Among other things, this means we can conduct activities in the Development Area like those described above in relation to the Protected Area.

If you fail to comply with the development schedule, or otherwise materially default under the Development Rights Rider, then we may (in addition to our other remedies) terminate the Development Rights Rider. When the Development Rights Rider expires or is terminated, you cannot develop additional Franchises in the Development Area (but may complete development of and/or operate Franchises under the existing Franchise Agreements) and we may develop or authorize others to develop Franchises in the Development Area and exercise all rights not expressly granted to you under your Franchise Agreements.

Except as described above, continuation of any territorial exclusivity does not depend on the achievement of a certain sales volume, market penetration, or other contingency and we may not alter your Development Area. You do not have any options, rights of first refusal or similar rights to acquire additional franchises inside or outside of your Development Area.

You will not receive an exclusive territory. You may face competition from other franchises we own, or from other channels of distribution or competitive brands we control.

We, and our affiliates, have the right to operate, and to license others to operate, Code Wiz Businesses at any location outside the Territory, even if doing so will or might affect the operation of your Code Wiz Business. We retain the right, for ourselves and our affiliates, on any terms we deem advisable, and without granting you any rights:

1. to own, franchise or operate Code Wiz Businesses at any location outside of the Territory, regardless of the proximity to your Code Wiz Business;

2. to use the Marks and the System to sell any products or services similar to those which you will sell, through any alternate channels of distribution within or outside of the Territory. This includes, but is not limited to, other channels of distribution such as television, catalog sales, wholesale to unrelated retail outlets or over the Internet. We exclusively reserve the Internet as a channel of distribution for us, and you may not independently market on the Internet or conduct e-commerce;

3. to use and license the use of other proprietary and non-proprietary marks or methods which are not the same as or confusingly similar to the Marks, whether in alternative channels of distribution or in the operation of a business offering related products and services, at any location, including within the Territory, which may be similar to or different from the Code Wiz Business operated by you;

4. to purchase or be purchased by, or merge or combine with, any business, including a business that competes directly with your Code Wiz Business, wherever located;

5. to acquire and convert to the System operated by us, any businesses offering products and services similar to those offered by Code Wiz Businesses, including such businesses operated by competitors or otherwise operated independently or as part of, or in association with, any other system or chain, whether franchised or corporately-owned and whether located inside or outside of the Territory, provided that in such situations the newly-acquired businesses may not operate under the Marks in the Territory;

6. to implement multi-area marketing programs which may allow us or others to solicit or sell to customers anywhere. We also reserve the right to issue mandatory policies to coordinate such multi-area marketing program; and

7. the right to establish within the Territory, without your consent, and without compensation to you, another Code Wiz Business within the Territory on the premises of any "Reserved Venue." Reserved Venues include any self-contained facility (such as a shopping mall, corporate facility, school or university campus). We or our affiliates or franchisees may operate at any Reserved Venue on a temporary or permanent basis; and

We are not required to pay you if we exercise any of the rights specified above within your Territory. The continuation of the Territory is not dependent upon your achievement of a certain sales volume, market penetration or other contingency. We do not pay compensation for soliciting or accepting orders inside your Territory.

If you wish to purchase an additional Code Wiz Franchise, you must apply to us, and we may, at our discretion, offer an additional Code Wiz Franchise to you. We consider a variety of factors when determining whether to grant additional Code Wiz Franchises. Among the factors we consider, in addition to the then-current requirements for new Code Wiz Franchisees, are whether or not the franchisee is in compliance with the requirements under their current franchise agreement.

You must operate the Code Wiz Business only at the Code Wiz Location. We may permit you to offer System Services and Products away from your Code Wiz Location at off-site locations only within your Territory, but you must obtain our prior written approval prior to the provision of any System Services and Products off-site. We may withhold our consent in our discretion. You may not actively solicit business from consumers located outside your Territory through any method of distribution, including alternative channels such as the Internet, catalog sales, telemarketing, or other direct marketing.

You cannot relocate the Code Wiz Business without our consent. If you lose possession of the Location through no fault of your own due to destruction of the premises, you must apply to us within thirty (30) days for our approval to relocate your Code Wiz Business. If you lose possession of the Location through lease cancellation (through no fault of your own), you must apply to us within seven (7) days for our approval to relocate your Code Wiz Business. You must relocate to another site in the Territory. We may consent to the re-location of your Code Wiz Business based on your Code Wiz Business' existing financial performance, the quality of the proposed availability of a site for relocation and other criteria used to consent to a Code Wiz Business location, however, we do not have to accommodate any relocation. You must reimburse us for our costs and expenses in assisting you to relocate your Code Wiz Business. If you wish to voluntarily relocate the Code Wiz Business, you must ensure that there is no operating gap between the date you close the original Location and the date you open the new, approved Location.

You do not receive the right to acquire additional Code Wiz Franchises within the Territory. You are not given a right of first refusal on the sale of existing Code Wiz Franchises.

You will not receive an exclusive Territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

ITEM 13. TRADEMARKS

Under the terms of the Franchise Agreement you will be granted a license to use the "Code Wiz" trademark and those other marks. Our affiliate Mercea, LLC is the owner of the Licensed Marks and has granted to us a license with an initial twenty-year term and with automatic renewal thereafter to use the Licensed Marks and to grant a license to our franchisees. We reserve the right to supplement and modify the marks that you may or may not use in the operations of the Franchised Business. You may only use the Licensed Marks in the manner authorized by us in writing and pursuant to the terms of the Franchise Agreement. You may not use the Licensed Marks in the name of the corporate entity that you may establish to own and operate the Franchised Business.

Principal Trademarks Registered with the United States Patent and Trademark Office

The principal trademarks identified in the schedule below are a part of the Licensed Marks, our System, are registered with the United States Patent and Trademark Office (the "USPTO") and, unless otherwise designated by us, will be used by you in the operations of the Franchised Business. ("USPTO"). As to these marks all required affidavits have been filed with the USPTO.

Mark	Registration Number with USPTO	Registration Type	Registration Date
Code Wiz	5744001	Principal	May 7, 2019

Principal Trademarks Not Registered with the United States Patent and Trademark Office

The following principal trademarks identified in the schedule below are a part of the Licensed Marks, our System, and will be used by you in the operations of the Franchised Business but are not registered with the United States Patent and Trademark Office ("USPTO"). As to each of these principal trademarks:

We do not have a federal registration for each of these principal trademarks. Therefore, the trademarks identified below do not have many legal benefits and rights that are afforded to federally registered trademarks. If our right to use the trademarks (identified below) is challenged, you may have to change to an alternative trademark, which may increase your expenses.

Mark	Serial Number for Registration Application Filed with USPTO	Application Type	Application Date
CODE WIZ learn to code. have fun!	88816825	1A	March 2, 2020
Wiz Bucks	88960768	1A	June 11, 2020

As to our principal trademarks there are no currently effective material determinations by the USPTO, the Trademark Trial and Appeal Board, any court, or the trademark administrator of any state. There are no pending infringement, opposition or cancellation proceedings and no pending litigation involving our principal marks. We know of no superior rights or infringing uses that could materially affect your use of our principal marks or other related rights in any state.

You are required to provide us with written notice of any claims that you may become aware of respecting the Licensed Marks including, but not limited to, your use of the Licensed Marks and/or a claim associated with a third-party's use of a trademark that is identical or confusingly similar to the Licensed Marks that we have licensed to you. We maintain the exclusive discretion to take any and all actions or, to refrain from any action, that we believe to be appropriate in response to any trademark infringement, challenge or claim. As between us, we possess the sole right to exclusively control any and all litigation, legal proceedings, administrative proceedings and/or settlements respecting any actual or alleged infringement, challenge or claim relating to the Licensed Marks. You must sign all documents, instruments and agreements and undertake the actions that we, with the advice of our legal counsel, determine to be necessary or advisable respecting the protection and/or maintenance of our interests in the Licensed Marks in any legal proceeding, administrative proceeding or as may be otherwise determined by us. As to the foregoing, we will reimburse you for the reasonable out-of-pocket administrative expenses that you incur and pay in complying with our written instructions.

We will protect your right to use the Licensed Marks and other related rights and to protect you against claims of infringement and unfair competition related to the Licensed Marks, provided that your use of the Licensed Marks is in accordance with the Franchise Agreement, the Manuals, and is consistent with our instructions and the license granted to you. We will indemnify you against direct damages for trademark infringement in a proceeding arising out of your use of the Licensed Marks, provided your use of the Licensed Marks comply with the terms of your Franchise Agreement, the Manuals, our written instructions to you and, you have timely notified us of the claim, have given us sole control of the defense and settlement of the claim, and you are in compliance with your Franchise Agreement and, if applicable, Development Rights Rider. If we defend the claim, we have no obligation to indemnify or reimburse you with respect to any fees or disbursements of any attorney that you retain.

If any third-party establishes, to our satisfaction and in our discretion that its rights to the Licensed Marks are, for any legal reason, superior to any of our rights or of a nature that we believe, in our discretion, that it is advisable to discontinue and/or modify the Licensed Marks, then we will modify and/or replace the Licensed Marks and you must use the substitutions, replacements and/or variations of and/or to the Licensed Marks and use the those trademarks, service marks, logos and trade names required designated by us. In such event, our sole liability and obligation will be to reimburse you for the direct out-of-pocket costs of complying with this obligation, which you must document to our satisfaction, including, by way of example, alterations in signage and replacement of marketing materials.

The Franchise Agreement and your payment of Royalties grant you the non-exclusive right and license to use the System, which includes the use of the Marks. You may only use those Marks as designated by us in writing for your use, and you may use them only in the manner permitted by us. You may also use other future trademarks, service marks, and logos we approve to identify your Code Wiz Franchise.

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

The information in the Franchise Operations Manual is proprietary and is protected by copyright and other laws. The designs contained in the Marks, the layout of our advertising materials, the content and format of our products, and any other writings and recordings in print or electronic form are also protected by copyright and other laws. Although we have not applied for copyright registration for the Franchise Operations Manual, our advertising materials, the content and format of our products or any other writings and recordings, we claim common law and federal copyrights in these items. We grant you the right to use this proprietary and copyrighted information ("Copyrighted Works") for the operation of your Code Wiz Franchise, but such copyrights remain our sole property.

There are no effective determinations of the United States Copyright Office or any court regarding any Copyrighted Works of ours, nor are there any proceedings pending, nor are there any effective agreements between us and third parties pertaining to the Copyrighted Works that will or may significantly limit using our Copyrighted Works.

Our Franchise Operations Manual, electronic information and communications, sales and promotional materials, the development and use of our System, standards, specifications, policies, procedures, information, concepts and systems on, knowledge of, and experience in the development, operation and franchising of Code Wiz Franchises, our training materials and techniques, information concerning product and service sales, operating results, financial performance and other financial data of Code Wiz Franchises and other related materials are proprietary and confidential ("Confidential Information") and are our property to be used by you only as described in the Franchise Agreement and the Franchise Operations Manual. Where appropriate, certain information has also been identified as trade secrets ("Trade Secrets"). You must maintain the confidentiality of our Confidential Information and Trade Secrets and adopt reasonable procedures to prevent unauthorized disclosure of our Confidential Information and Trade Secrets.

We will disclose parts of the Confidential Information and Trade Secrets to you as we deem necessary or advisable for you to develop your Code Wiz Franchise during training and in guidance and assistance furnished to you under the Franchise Agreement, and you may learn or obtain from us additional Confidential Information and Trade Secrets during the term of the Franchise Agreement. The Confidential Information and Trade Secrets are valuable assets of ours and are disclosed to you on the condition that you, and your owners if you are a business entity, and employees agree to maintain the information in confidence by entering into a confidentiality agreement we can enforce. Nothing in the Franchise Agreement will be construed to prohibit you from using the Confidential Information or Trade Secrets in the operation of other Code Wiz Franchises during the term of the Franchise Agreement.

All ideas, concepts, techniques, curriculum, or materials relating to a Code Wiz Franchise, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed to be our or Mercea, LLC's, sole and exclusive property, part of the Code Wiz system, and works made-for-hire for us or Mercea, LLC. To the extent any item does not qualify as a "work made-for-hire" for us or Mercea, LLC, you assign ownership of that item, and all related rights to that item, to us or Mercea, LLC and must take whatever action (including signing assignment or other documents) we request to show our or Mercea, LLC's ownership or to help us or Mercea, LLC to obtain intellectual property rights in the item.

You must notify us within three days after you learn about another's use of language, a visual image, or a recording of any kind that you perceive to be identical or substantially similar to one of our Copyrighted Works or use of our Confidential Information or Trade Secrets, or if someone challenges your use of our Copyrighted Works, Confidential Information or Trade Secrets. We will take whatever action we deem appropriate, in our sole and absolute discretion, to protect our rights in and to the Copyrighted Works, Confidential Information or Trade Secrets, which may include payment of reasonable costs associated with the action. However, the Franchise Agreement does not require us to take affirmative action in response to any apparent infringement of, or challenge to, your use of any Copyrighted Works, Confidential Information or Trade Secrets or claim by any person of any rights in any Copyrighted Works, Confidential Information or Trade Secrets, and we are not required to participate in the defense of, or provide indemnification to you in connection with, any proceeding related to the Copyrighted Works, Confidential Information or Trade Secrets. You must not directly or indirectly contest our rights to our Copyrighted Works, Confidential Information or Trade Secrets. You may not communicate with anyone except us, our counsel or our designees regarding any infringement, challenge or claim. We will take action as we deem appropriate regarding any infringement, challenge or claim, and the sole right to control, exclusively, any litigation or other proceeding arising out of any infringement, challenge or claim under any Copyrighted Works, Confidential Information or Trade Secrets. You must sign any and all instruments and documents, give the assistance and do acts and things that may, in the opinion of our counsel, be necessary to protect and maintain our interests in any litigation or proceeding, or to protect and maintain our interests in the Copyrighted Works, Confidential Information or Trade Secrets. If we require you to modify or discontinue use of the Copyrighted Works, Confidential Information or Trade Secrets, you must comply with all of our requirements.

No patents or patents pending are material to us at this time.

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

If you are not an individual, you must designate an "Operating Principal" acceptable to us who will be principally responsible for communicating with us about the Code Wiz Business. The Operating Principal must have the authority and responsibility for the day-to-day operations of your Code Wiz Business and must have at least ten percent (10%) equity.

You may, at your option, designate a General Manager to supervise the day-to-day operations of your Franchise ("Designated Manager"). Even if you hire a Designated Manager to supervise your operations, your Operating Principal remains ultimately responsible for the Designated Manager's performance. The Designated Manager must devote his or her full time and best efforts to the supervision of your operations. We must approve all Operating Principals and Designated Manager and all Operating Principals and Designated Manager must complete the initial training program to our satisfaction.

You must notify us promptly if your Operating Principal or Designated Manager cannot continue to serve or no longer qualifies as an Operating Principal or Designated Manager. You will have thirty (30) days from the date of the notice (or from any date that we independently determine the Operating Principal or Designated Manager no longer meets our standards) to take corrective action. During that thirty (30) day period, you must provide for interim management of your operations in compliance with the Franchise Agreement.

Any Designated Manager and, if you are an entity, an officer that does not own equity in the franchisee entity must sign the "System Protection Agreement," the form of which is attached to the Franchise Agreement in Exhibit A-3. All of your employees, independent contractors, agents or representatives that may have access to our confidential information must sign a confidentiality agreement (unless they already signed a System Protection Agreement), the current form of which is attached to the Franchise Agreement in Exhibit A-4. If you are an entity, each owner (i.e., each person holding an ownership interest in you) must sign an Owners Agreement guaranteeing the obligations of the entity, in the form of which is attached to the Franchise Agreement as Exhibit A-1. The Owners Agreement contains a personal guaranty and covenant not to compete. All changes in ownership structure are subject to approval by us and subject to re-qualification if necessary. All new shareholders, members, partners or equity holders of the entity operating the Franchise must be approved by us and must sign an Owners Agreement.

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must sell or offer for sale only those products and services authorized by us, and which meet our standards and specifications. Authorized products may differ among our franchisees and may vary depending on the operating season and geographic location of your Code Wiz Business or other factors. You must follow our policies, procedures, methods and techniques. You must sell or offer for sale all types of products and services specified by us, provided you or your Designated Manager has been certified to offer the products and services. We may change or add to our required products and services, at our discretion, with prior notice to you. There are no limits on our right to make such changes. If we change or add to our required products and services, the changes or additions will remain in permanent effect, unless we specify otherwise. The amount you must pay for the changes or additions will depend upon the nature and type of changes or additions. You must discontinue selling and offering for sale any products and services that we disapprove. We reserve the right to establish minimum and maximum resale prices for use with multi-area marketing programs and special price promotions.

You may not sell products or services, or advertise products or services, within another franchisee's territory. You may not establish an account or participate in any social networking sites or blogs or mention or discuss the Franchise, us or any of our affiliates, without our prior written consent and as subject to our online policy. Our online policy may completely prohibit you from any use of the Marks in social networking sites or other online use. You may not sell products through other channels of distribution such as wholesale, Internet or mail order sales.

ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the Franchise Agreement and related agreements. You should read these provisions in the agreements attached to this Franchise Disclosure Document.

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 4	Ten (10) years.
b. Renewal or extension of the term	Section 4	If you are in good standing and you meet other requirements, you may add one successor term of ten (10) years under the terms of our then current Agreement.
c. Requirements for franchisee to renew or extend	Section 4	Your successor franchise rights permit you to remain as a Franchisee of the Code Wiz Franchise System after the initial term of your Franchise Agreement expires. You must notify us in writing of your desire to enter into a successor agreement not less than 120 days nor more than 180 days before the expiration of the term or renewal term, as applicable. You must sign our then-current Franchise Agreement and any ancillary documents for the successor term, and this new franchise agreement may have materially different terms and conditions (including, e.g., higher Royalty and advertising contributions) from the Franchise Agreement that covered your initial term.

Provision	Section in Franchise Agreement	Summary
d. Termination by franchisee	Section 21	You may terminate the Franchise Agreement if you are in compliance with it and we are in material breach, and we fail to cure that breach within 90 days of receiving written notice.
e. Termination by franchisor without “cause”	Not Applicable	Not Applicable.
f. Termination by franchisor with “cause”	Section 21	We can terminate upon certain violations of the Franchise Agreement by you.
g. Curable defaults	Section 21	You have thirty days to cure the defaults listed in Section 21.3 of the Franchise Agreement.
h. Non-curable defaults	Section 21	Non-curable defaults: the defaults listed in Section 21.2 of the Franchise Agreement. This includes the termination of any other agreement between you and us, including the Development Rights Rider.
i. Franchisee’s obligations on termination/non-renewal	Section 22	Obligations include complete de-identification; payment of amounts due; and return of confidential Franchise Operations Manual, all Confidential Information, Trade Secrets and records.
j. Assignment of contract by franchisor	Section 20.1	No restriction on our right to assign.
k. “Transfer” by franchisee–defined	Section 20.3	Includes any voluntary, involuntary, direct or indirect assignment, sale, gift, exchange, grant of a security interest or change of ownership in the Franchise Agreement, the Franchise or interest in the Franchise.
l. Franchisor approval of transfer by franchisee	Section 20	We have the right to approve all transfers
m. Conditions for franchisor approval of transfer	Section 20.6	New owner must have sufficient business experience and financial resources to operate the Franchise; you must pay all amounts due; new owner and employees must complete the Initial Training Program; your landlord must consent to the transfer of

Provision	Section in Franchise Agreement	Summary
		the lease; we have approved the transfer; you must pay transfer fee; you must sign a general release in favor of us; new owner must agree to bring the Code Wiz Business up to current standards; new owner signs a new franchise agreement in the then-current form; you must sign a non-compete agreement not to engage in a competitive business for two years within 15 miles of that Franchise or another Code Wiz Franchise; upon our request, you agree to provide guidance and support related to the operation of Franchise and compliance of System Standards for a period of no less than 30 days.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 20.10	We have 30 days to match any offer for your Code Wiz Business.
o. Franchisor's option to purchase franchisee's business	Section 20	We may, but are not required to, purchase your Code Wiz Franchise, inventory, or equipment at fair market value if your Code Wiz Franchise is terminated for any reason by giving you written notice of our intent to exercise this option within 30 days after the date of termination or expiration of the Franchise Agreement.
p. Death or disability of Franchisee	Section 20.7	The Franchise Agreement must be transferred or assigned to a qualified party within 180 days of death or disability or the Franchise Agreement may be terminated. Your estate or legal representative must apply to us for the right to transfer to the next of kin within 120 calendar days of your death or disability.
q. Non-competition covenants during the term of the Franchise	Section 15.3	Neither you, your principal owners, nor any immediate family members of you or your principal owners may participate in a diverting business, have no owning interest in, loan money to, or perform services for a competitive business anywhere. You may not interfere with our or our other franchisees' Code Wiz Franchise(s).

Provision	Section in Franchise Agreement	Summary
r. Non-competition covenants after the Franchise is terminated or expires	Section 15.4	Owners and their spouses cannot have any direct or indirect interest in, own, manage, operate, finance, control or participate in any competitive business within: (i) a 15-mile radius of your Code Wiz Business (and including the premises of the GCF Business; and (ii) a 15-mile radius of all other GCR Businesses that are operating or under construction for two years. Owners may not solicit any customer, employee or independent contractor of the Code Wiz Franchise or any Code Wiz Franchise for two years.
s. Modification of agreement	Sections 12 and 18	No modifications of the Franchise Agreement during the term unless agreed to in writing, but the Franchise Operations Manual is subject to change at any time in our discretion. Modifications are permitted on renewal.
t. Integration/merger clause	Section 25.8	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of this Franchise Disclosure Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 24	Except for certain claims, all disputes must be mediated and arbitrated in Westford, Massachusetts.
v. Choice of forum	Section 24	All disputes must be mediated, arbitrated, and if applicable, litigated in Westford, Massachusetts, except as provided in the State-Specific Addendum to this Franchise Disclosure Document, subject to applicable state law.
w. Choice of law	Section 24	Massachusetts law applies, subject to any contrary provision contained in the State-Specific Addendum (See Exhibit G), subject to applicable state law

This table lists certain important provisions of the Development Rights Rider. You should read these provisions in the Development Rights Rider attached to this Disclosure Document.

Provision	Section in Development Rights Rider	Summary
a. Length of the franchise term	Section 7	The date the Development Rights Rider is executed and ends when the final Franchise to be developed has been opened or the Development Rights Rider is terminated.
b. Renewal or extension of the term	None	There is no renewal or extension of the term.
c. Requirements for franchisee to renew or extend	None	There is no renewal or extension option.
d. Termination by franchisee	None	You may not terminate.
e. Termination by franchisor without cause	None	We may not terminate the Development Rights Rider without cause.
f. Termination by franchisor with cause	Section 8	We may terminate the Development Rights Rider upon written notice of termination.
g. "Cause" defined - curable defaults	None	There are no curable defaults in the Development Rights Rider.
h. "Cause" defined - non-curable defaults	None	We may terminate the Development Rights Rider (a) if you fail to satisfy either your development obligations under the Schedule or any other obligation under the Rider; (b) if the Franchise Agreement is terminated or any other franchise agreement between us and you for a Franchise is terminated; or (c) if we have delivered a formal written notice of default to you under the Franchise Agreement whether or not you cure that default and whether or not we subsequently terminate the Franchise Agreement.
i. Franchisee's obligations on termination/non-renewal	None	There are no obligations on termination/non-renewal in the Development Rights Rider.
j. Assignment of contract by franchisor	Section 9	Your development rights are not assignable under any circumstances.
k. "Transfer" by franchisee – definition	None	You may not transfer under the Development Rights Rider.

Provision	Section in Development Rights Rider	Summary
l. Franchisor approval of Transfer by franchisee	None	You may not transfer under the Development Rights Rider.
m. Conditions for franchisor approval of transfer	None	You may not transfer under the Development Rights Rider.
n. Franchisor's right of first refusal to acquire franchisee's business	None	A right of first refusal is not in the Development Rights Rider.
o. Franchisor's option to purchase franchisee's business	None	Franchisor's option to purchase franchisee's business in not in the Development Rights Rider.
p. Death or disability of franchisee	None	Death or disability of franchisee is not contained in the Development Rights Rider.
q. Non-competition covenants during the term of the franchise	None	Non-competition covenants during the term of the franchise is not contained in the Development Rights Rider.
r. Non-competition covenants after the franchise is terminated or expires	None	Non-competition covenants after the franchise is terminated or expires is not contained in the Development Rights Rider.
s. Modification of the agreement	Section 10	Except as provided in the Development Rights Rider, the Franchise Agreement remains in full force and effect.
t. Integration/merger clause	None	Integration/merger clause is not contained in the Development Rights Rider.
u. Dispute resolution by arbitration or mediation	None	Dispute resolution by arbitration or mediation is not contained in the Development Rights Rider.
v. Choice of forum	None	Choice of forum is not contained in the Development Rights Rider.
w. Choice of law	None	Choice of law is not contained in the Development Rights Rider.

ITEM 18. PUBLIC FIGURES

We do not use any public figure to promote our Franchise.

ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS

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

DEFINITIONS

(a) Camps – means a Class or a series of Classes where the System Services and Products are designed and scheduled to coincide with school holidays and summer vacation when Students have time-off from regular and customary schooling.

(b) Class / Classes – means the regularly scheduled classes during which Code Wiz Businesses provide the System Services and Products. Classes are typically held during after-school hours of between 4 p.m. and 7p.m. Students typically enroll in classes based on a month-to-month subscription entitling them to attend one or more classes per month. Monthly subscriptions may be cancelled at any time on 30 days' notice.

(c) Company Owned Outlet – means an outlet owned either directly or indirectly by us, our affiliate or any person identified in Item 2 of this Disclosure Document, that operates a Code Wiz Business. A Company Owned Outlet also includes any Code Wiz Business that: (i) is operated as a joint venture owned in part by us, our affiliate or any person identified in Item 2 of this Disclosure Document; or (ii) is managed by us our affiliate or any person identified in Item 2.

(d) Events – means a Class, conducted at a Code Wiz Location or offsite, where the System Services and Products are designed based around special occasion events such as birthday parties and other celebrations, and corporate "bring your child to work day" and other occasions.

(e) Gross Sales – means the total revenue, primarily from student tuition, derived by each Code Wiz Business less sales tax, discounts, allowances and returns.

(f) Operational Franchise Outlets – means an outlet operated under a franchise agreement that: (i) is not a Company Owned Outlet; and (ii) has been fully operational for one full year.

(g) Reporting Period – means the full twelve-month 2019 period commencing January 1, 2019 and ending December 31, 2019.

(h) Student – means an individual student enrolled in a Class.

BASES AND ASSUMPTIONS OF REPORTING RESULTS

Data for the Company Owned Outlet reported below is based on financial records maintained using a uniform accounting system with records prepared on a basis consistent with generally accepted accounting principles for the Reporting Period. We did not have any Operational Franchise Outlets in 2019. The information reported in this analysis has not been audited, is based on historical financial data and is not a forecast or projection of future financial performance.

ANALYSIS OF RESULTS OF COMPANY OWNED OUTLET
FOR CALENDAR YEAR 2019

This analysis contains a historic representation of Gross Sales and other financial data reported by our Company Owned Outlet for the Reporting Period. During the Reporting Period we operated one Company Owned Outlet. This Company Owned Outlet is representative of the Franchised Business. This Company Owned Outlet operates within a densely populated market in Westford, MA where the Code Wiz brand maintains significant awareness among consumers and a significant market presence.

2019 Gross Sales by Category
Achieved by Our Company Owned Outlet

Classes	$160,437	
Camps	$103,496	
Events	$ 20,017	
Total Gross Sales		**$283,950**

Notes to 2019 Gross Sales by Category Table:

1. Classes: The Gross Sales reported in the table above for Classes was achieved in 2019 by our Company Owned Outlet. The Classes were typically offered between the hours of 4 p.m. and 7 p.m. Tuesday through Friday and between 10 a.m. and 2 p.m. on Saturdays. Students enrolled in Classes did not pay based on the class attended or the number of classes attended but, rather, paid a monthly tuition entitling the Student to participate in one or more classes at his or her election. Our monthly tuition subscription is offered on a month-to-month basis and may be cancelled on 30 days' notice. In 2019, the number of Students that paid for and/or were enrolled in at least one monthly class subscription was 240.

2. Camps: The Gross Sales reported in the table above for Camps was achieved in 2019 by our Company Owned Outlet. Camps typically are scheduled in increments of one day for a regular school holiday or on a weekly basis during regular school spring and summer breaks. Camps are typically conducted between 9 a.m. and 4 p.m. each day. Students paid fees for each Camp session and not individual Classes. In 2019, the number of Students that paid for and/or were enrolled in Camp sessions was 63 Students for one-day Camps and was 216 Students for weekly Camps.

3. Events: The Gross Sales reported in the table above for Events was achieved in 2019 by our Company Owned Outlet. Events are not conducted on a frequent, recurring basis.

Material financial and operational characteristics that are reasonably anticipated to differ from future Operational Franchise Outlets include: (a) managerial skill and efficiency experienced by our Company Owned Outlet as a result of our extensively experienced management team; (b) reduced costs for materials that benefit our Company Owned Outlet; (c) brand recognition within the local markets in which our Company Owned Outlet operates; (d) seasonality of the demand for services; (e) the cost to retain teachers;

and (f) no obligation to pay ongoing monthly fees that a franchisee will pay to us, such as royalties and a brand development fund fee.

Some Code Wiz Businesses have earned this amount. Your individual results may differ. There is no assurance that you'll earn as much.

Other than the preceding financial performance representations, 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 any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Ruth Agbaji, President and Chief Executive Officer, Code Wiz Franchise System, LLC at 9 Cornerstone Square, Westford, MA 01886 and (978) 254-8210, the Federal Trade Commission, and the appropriate state regulatory agencies.

Written substantiation of the data used in preparing these sales figures will be made available to you upon reasonable request.

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

System-wide Outlet Summary
for Years 2017-2019

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2017	0	0	0
	2018	0	0	0
	2019	0	2	+2
Company-Owned	2017	0	1	+1
	2018	1	1	0
	2019	1	1	0
Total Outlets	2017	0	1	+1
	2018	1	1	0
	2019	1	3	+2

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Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2017-2019

State	Year	Number of Transfers
Total	2017	0
	2018	0
	2019	0

Table No. 3
Status of Franchised Outlets
For Years 2017-2019

State	Year	Outlets at Start of the Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions-Other Reasons	Outlets at End of the Year
Massachusetts	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
New Jersey	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
Total	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	2	0	0	0	0	2

Table No. 4
Status of Company-Owned Outlets
For Years 2017-2019

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Massachusetts	2017	0	1	0	0	0	1
	2018	1	0	0	0	0	1
	2019	1	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Total Outlets	2017	0	1	0	0	0	1
	2018	1	0	0	0	0	1
	2019	1	0	0	0	0	1

Table No. 5
Projected Openings as of
January 1, 2020

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Maryland	0	1	1
Massachusetts	2	0	1
New York	0	3	3
Ohio	0	0	0
Tennessee	0	0	0
Total	2	4	5

The names, addresses and telephone numbers of our current franchisees are attached to this Franchise Disclosure Document as Exhibit C. The name and last known address and telephone number of every current franchisee and every franchisee who has had a Code Wiz Franchise terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under our franchise agreement during the one-year period ending December 31, 2019, or who has not communicated with us within ten weeks of the Issuance Date of this Franchise Disclosure Document, is listed in Exhibit C. In some instances, current and former franchisees may sign provisions restricting their ability to speak openly about their experiences with the Code Wiz Franchise System. You may wish to speak with current and former franchisees but know that not all such franchisees can communicate with you. During the last three fiscal years, we have not had any franchisees sign confidentiality provisions that would restrict their ability to speak openly about their experience with the Code Wiz Franchise System. If you buy a Code Wiz Franchise, your contact information may be disclosed to other buyers when you leave the Franchise System.

As of the Issuance Date of this Franchise Disclosure Document, there are no franchise organizations sponsored or endorsed by us and no independent franchisee organizations have asked to be included in this Franchise Disclosure Document. We do not have any trademark specific Franchise organizations.

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ITEM 21. FINANCIAL STATEMENTS

Attached as Exhibit B is our full audited financial statements as of December 31, 2019, March 31, 2019 and December 31, 2018 as well as our unaudited opening balance sheet as of August 15, 2018.

Our fiscal year ends on December 31. We were established on August 6, 2018 and 2018 was our first year offering franchises. Because we have not been franchising for three years or more, we do not have three years of audited financial statements.

ITEM 22. CONTRACTS

Attached to this Disclosure Document are the following contracts and their attachments:

Franchise Agreement

Schedule I – Franchise Data Sheet
Schedule II – Form of Ownership
Exhibit A-1 – Owners Agreement
Exhibit A-2 – General Release Agreement
Exhibit A-3 – Protection Agreement
Exhibit A-4 – Confidentiality Agreement
Exhibit A-5 – Automated Clearing House Payment Authorization
Exhibit A-6 – Approval of Requested Assignment
Exhibit A-7 – SBA Addendum
Exhibit A-8 – Lease Addendum
Exhibit A-9 – Development Rights Addendum

ITEM 23. RECEIPTS

The last pages of this Franchise Disclosure Document, Exhibit I, are a detachable document, in duplicate. Please detach, sign, date and return one copy of the Receipt to us, acknowledging you received this Franchise Disclosure Document. Please keep the second copy for your records.

[THE DISCLOSURE DOCUMENT ENDS HERE]

FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT A

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

TABLE OF CONTENTS

Schedules and Exhibits

CODE WIZ FRANCHISE SYSTEMS, LLC FRANCHISE AGREEMENT

This Code Wiz Franchise Systems, LLC Franchise Agreement (this "Agreement") is effective as of the date set forth on Schedule I (the "Effective Date") between Code Wiz Franchise Systems, LLC, a Massachusetts Limited Liability Corporation ("we" or "us" or "our") and the person or entity set forth on Schedule I ("you" or "your") (collectively, you and we are referred to as the "parties" and individually sometimes referred to as a "party").

W I T N E S S E T H:

WHEREAS, as the result of the expenditure of time, skill, effort and money, we and our affiliates have developed and own a unique and distinctive system (hereinafter "System") relating to the establishment and operation of an after school education program under the name "Code Wiz" offering coding classes to children (the "Services") and related approved and designated products, if and when developed (the "Products");

WHEREAS, the distinguishing characteristics of the System include, without limitation, our proprietary and innovative coding programs, curriculum, teaching methods and educational program; distinctive exterior and interior design, décor, color scheme, and furnishings; uniform standards, specifications, and procedures for operations; quality and uniformity of products and services offered; procedures for inventory, management and financial control; training and assistance; and advertising and promotional programs; all of which we may, in our sole judgment, change, alter, amend, further improve, discontinue, develop or otherwise modify from time to time;

WHEREAS, the System is identified by means of certain trade names, service marks, trademarks, logos, emblems and indicia of origin, including, but not limited to, the mark "Code Wiz" and such other trade names, service marks, and trademarks as are now designated (and may hereafter be designated by us in writing) for use in connection with the System (hereinafter referred to as "Marks") and all other intellectual property and other methods and procedures, copyrights, titles, symbols, logotypes, trade dresses, emblems, slogans, insignias, terms, know-how, specifications, designations, designs, diagrams, anecdotes, artworks, worksheets, techniques, rules, ideas, course materials, advertising and promotional materials, and other audio, video and written materials developed and designated for use in connection with the System, including the URL websites or any URL or other proprietary information we may hereafter acquire, develop or designate for use in connection with the System (together with the Marks, the "Intellectual Property");

WHEREAS, you submitted an application to us representing and warranting that all information, including financial information, provided to us is true, complete, correct and not misleading in any material respects ("Franchise Application"). We approved the Franchise Application in reliance upon your representations and warranties set forth therein; and

WHEREAS, you understand and acknowledge the importance of our high standards of quality, cleanliness, appearance and service and the necessity of operating the business franchised hereunder in conformity with our standards and specifications; and

WHEREAS, you desire to use the System in connection with the operation of a Code Wiz at the location accepted by us as herein provided, as well as to receive the training and other assistance provided by us in connection therewith.

NOW, THEREFORE, the parties, in consideration of the mutual undertakings and commitments set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. DEFINITIONS.

Capitalized terms used in this Agreement are defined in the body of this Agreement.

2. GRANT OF FRANCHISE.

We hereby grant you a franchise (your "Franchise") Code Wiz business that operates a retail learning center that provides school age children, teens and others with classes, camps, and events focused on computer coding, robotics, 3D printing and other technology driven instruction and experiences, on and offsite (a "Code Wiz Business"). This Franchise is exclusively for the purpose of operating a Code Wiz Business at an address that, if known at the time of execution of this Agreement, shall be set forth on Schedule I (the "Location") or if not known at the execution of this Agreement, shall be located within the "Designated Area" described on Schedule I. We grant and you accept the right and obligation for the Term (as defined in Section 4):

(a) to develop, open and operate the Code Wiz Business at the Location or within the Designated Area if a Location is not yet determined; provided, however, we may permit you to provide certain Services away from your Location at off-site locations only within your Territory so long as you obtain our prior written approval;

(b) to advertise to the public that you are a Code Wiz franchisee; and

(c) to adopt and use the Intellectual Property, but only in connection with the sale of Services and Products which have been designated by us at the Code Wiz Business.

3. TERRITORIAL RIGHTS AND LIMITATIONS.

3.1 Territory Grant. The Code Wiz Franchise Agreement grants you a designated territory as set forth on Schedule I ("Territory"), which means that during the term of the Franchise Agreement, we will not establish or franchise others to establish another Code Wiz Business within your Territory.

3.2 Reservation of Rights. The rights granted under this Franchise shall only include the right to provide the services at and from the Location. We reserve and retain all rights that this Agreement does not expressly grant to you, including but not limited to:

(a) the exclusive right to own and operate Code Wiz Businesses at any location outside of your Territory under the Marks or using the Intellectual Property, or to license others the right to own and operate a Code Wiz Business at any location(s) outside of your Territory under the Marks and System or using the Intellectual Property;

(b) develop and establish other business systems using the Marks, or similar or other business systems using other names or marks, and grant licenses to use those systems without providing any rights to you and locate such businesses in your Territory;

(c) the exclusive right to offer services, products, goods and merchandise (as applicable), bearing the Marks through the Internet, catalog sales, telemarketing, mail order sales or other direct marketing channels, wholesalers or retail businesses, or alternative channels of distribution;

(d) the right to establish within the Territory, without your consent, and without compensation to you, another Code Wiz Business on the premises of any "Reserved Venue." Reserved Venues include any self-contained facility (such as a shopping mall, corporate facility, school or university campus). We, our affiliates or a licensee or franchisee of ours may operate in any Reserved Venue on a temporary, seasonal or permanent basis;

(e) the exclusive right to own and operate businesses under different marks inside or outside your Territory, or license or grant to others the right to own and operate businesses under different marks inside your Territory, so long as the business is not a business-front location located in your Territory which primarily offers coding instruction or education classes, camps or programs; and

(f) use the Marks and System, and license others to use the Marks and System, to engage in any other activities not expressly prohibited in this Agreement.

This Franchise does not, in any way, either directly or by implication, grant any other area, market or territorial rights to you, including any rights to the geographical area defined as the Designated Area. Despite Sections 3.2(a) through (f) above, we may acquire, combine or merge with any existing business, which may be in direct competition, located inside or outside your Territory and operate that business using the Intellectual Property, Marks and System.

4. TERM AND RENEWAL.

4.1 Generally. The term of this Agreement will begin on the Effective Date and expire ten (10) years after the Effective Date (the “Initial Term”), unless sooner terminated pursuant to this Agreement. The word “Term” means this Initial Term and any Renewal Term (as defined below) or extension of that time period. This Agreement will not be enforceable until it has been countersigned by us and delivered to you.

4.2 If this Agreement is the initial franchise agreement for your Code Wiz Business, you have the right to renew this Agreement for one (1) additional ten (10) year period (the “Renewal Term”) by entering into a successor franchise agreement (“Successor Agreement”) as long as you meet the conditions for renewal specified below. The Successor Agreement shall be the current form of franchise agreement that we use in granting Code Wiz franchises as of the expiration of the Renewal Term. The terms and conditions of the Successor Agreement may vary materially and substantially from the terms and conditions of this Agreement. You will have no further right to operate your Code Wiz Business following the expiration of the Renewal Term unless we grant you another franchise in our sole discretion. If this Agreement is a Successor Agreement, the renewal provisions in your original franchise agreement will dictate the length of the Term of this Agreement as well as your remaining renewal rights, if any.

4.3 Renewal Requirements. In order to enter into a Successor Agreement, you and each individual owner, shareholder, general partner, member or equity holder of the entity operating the Franchise (who shall all be designated as an "Owner" on Schedule I) must: (i) notify us in writing of your desire to enter into a Successor Agreement not less than 120 days nor more than 180 days before the expiration of the Term or renewal term, as applicable; (ii) not be in default under this Agreement or any other agreement with us or any affiliate of ours at the time you send the renewal notice or the time you sign the Successor Agreement and have satisfied all monetary obligations you owe to us, the Brand Development Fund (as defined in Section 11), any Cooperative (as defined in Section 11) and our approved or designated suppliers and vendors; (iii) sign the Successor Agreement and all ancillary documents that we require franchisees to sign; (iv) sign a General Release, the current form of which is attached to this Agreement as Exhibit A-2 (“General Release”); (v) complete any required refresher training program; (vi) if we require, remodel your Franchise and purchase new equipment, supplies and teaching or instructional materials to comply with our then current standards and specifications; (vii) have the right under your lease to maintain possession of your premises for the duration of the renewal term; (viii) pay a renewal fee equal to twenty-five percent (25%) of the then current Initial Franchise Fee; and (ix) take any additional action that we reasonably require.

4.4 Interim Term. If you do not sign a Successor Agreement after the expiration of the Term and you continue to accept the benefits of this Agreement, then at our option, this Agreement may be treated either as: (i) expired as of the date of the expiration with you then operating without a franchise to do so and in violation of our rights; or (ii) continued on a month-to-month basis (the "Interim Term") until either party provides the other party with 30 days' prior written notice of the party's intention to terminate the Interim Term. In the latter case, all of your obligations will remain in full force and effect during the Interim Term as if this Agreement had not expired, and all obligations and restrictions imposed on you upon the expiration or termination of this Agreement will be deemed to take effect upon the termination of the Interim Term. Except as otherwise permitted by this Section 4, you have no right to continue to operate your Franchise following the expiration of the Term.

4.5 Renewal Under Law. Even though we decline the renewal of your Franchise, it is possible that we can be required to renew it under a law, rule, regulation, statute, ordinance, or legal order that is applicable at the time. If that happens, to the extent it is allowed by the applicable law, rule, regulation, statute, ordinance or order, your Renewal Term will be subject to the conditions of the Franchise Agreement we are using for new franchisees at the time the Renewal Term begins. If we are not then offering new Franchises, your Renewal Term will be subject to the terms in the then-current Franchise Agreement that we indicate. If for any reason that is not allowed, the Renewal Term will be governed by the terms of this Agreement.

4.6 Your Election Not to Renew. For the purposes hereof, you shall be deemed to have irrevocably elected not to renew the Franchise hereunder (and the option to do so shall thereupon terminate) if you fail to execute and return to us any of the renewal franchise documents required by us for a renewal Franchise, together with payment of the renewal fee outlined above, or if you provide written notice to us within the final sixty (60) days of the Initial Term or then-current Renewal Term, as the case may be, indicating that you do not wish to renew this Agreement.

5. TRAINING AND CONFERENCES.

5.1 Initial Training Program. We will provide initial tuition-free training program ("Initial Training") for a total of two (2) individuals. Your Operating Principal and Designated Manager must attend and successfully complete Initial Training within 90 days after the Effective Date. If the Operating Principal and Designated Manager are the same person, then you may designate one (1) additional Manager or Owner to attend Initial Training tuition-free. We will train additional persons at a tuition rate of seven hundred fifty dollars ($750) per person, so long as this person(s) attends training with you. You agree that you are also solely responsible for all travel and living expenses of all attendees including airfare, lodging, food, wages, and other expenses. All fees for additional Initial Training must be paid prior to the commencement of the Initial Training. Initial Training fees are not refundable under any circumstances. Actual dates of Initial Training are subject to change at any time, and we assume no responsibility for any costs incurred by you or your attendees as a result of such changes. If the Operating Principal or Designated Manager fail to complete the Initial Training to our satisfaction, then we may, in our sole discretion, (i) terminate this Agreement; or (ii) require such trainee to repeat training at your cost (not ours) until we determine that the Initial Training has been successfully completed.

5.2 Continuing, Additional, Remote and Remedial Training.

(a) We may require your Operating Principal, Designated Manager, or any Owner or employee to attend mandatory additional, periodic or refresher training courses on-site, at locations we designate from time to time or by webinar or videoconference ("Continuing Training") and pay our then current fee for such Continuing Training (if applicable). Currently, the cost of our Continuing Training is Two Hundred and Fifty Dollars ($250) per attendee (if Continuing Training is provided at our headquarters) or per trainer (if Continuing Training is provided at your Location), per day, plus you are responsible for all of your and your attendees' or our trainers' (as applicable) wages, travel, living and miscellaneous expenses incurred in connection with such Continuing Training.

(b) You may request additional training which we may agree to provide in our sole discretion ("Additional Training"). If we provide Additional Training, you will pay us the then-current fee for such training, which is currently Two Hundred and Fifty Dollars ($250) per attendee (if Additional Training is provided at our headquarters) or per trainer (if Additional Training is provided at your Location), per day, plus you are responsible for all of your and your attendees' or our trainers' (as applicable) wages, travel, living and miscellaneous expenses incurred in connection with such Additional Training.

(c) If you request, fail to successfully complete Initial Training, and/or if we believe it is appropriate or necessary in our sole discretion to protect the quality, integrity and reputation of the System, Marks and Intellectual Property, we or our designee may (subject to availability and in our discretion) provide remedial training ("Remedial Training"). If we provide Remedial Training, you will pay us the then-current fee for such training, which is currently Two Hundred and Fifty Dollars ($250) per attendee (if Remedial Training is provided at our headquarters) or per trainer (if Remedial Training is provided at your Location), per day, plus you are responsible for all of your and your attendees' or our trainers' (as applicable) wages, travel, living and miscellaneous expenses incurred in connection with such Remedial Training.

(d) Continuing Training, Additional Training, and Remedial Training fees are fully earned and non-refundable when paid.

(e) We will also provide you with access to our training team on an “as needed” basis via telephone and Internet, subject to staffing availability. We will make reasonable efforts to ensure that representatives will be available during normal business hours by phone and e-mail to respond to questions and provide support.

5.3 On-Site Training. If you request that we provide on-site training at your Franchise and we agree to do so, you agree to reimburse us for all reasonable travel, meals, lodging and other expenses that we incur in providing the on-site training. These amounts are due 10 days after invoicing.

5.4 Conferences. We may, in our sole discretion, hold a mandatory annual conference at our headquarters or at a location we determine, no more than once per year, which will last approximately one to three (1 to 3) days. We will determine the topics and agenda of the annual conference, which generally will include updating our franchisees on new developments affecting them and exchanging information between our franchisees and our personnel concerning the operations and programs of the System. We reserve the right to charge an attendance or registration fee. The amount of the registration fee will not exceed the costs, per franchisee, we incur in holding the conference. In addition, all expenses of you and your attendees, including wages, travel, living and miscellaneous expenses incurred during the conference, are your sole responsibility.

5.5 Expenses. You are responsible for all food, lodging and travel costs that attendees incur while attending any training program or conference.

6. ADDITIONAL FRANCHISOR ASSISTANCE.

6.1 Training. We will provide the training described in Section 5 of this Agreement.

6.2 Manual. During the Term, we will lend you one (1) copy of our confidential Code Wiz operations manual or other writings in which we designate our System Standards (such manual, and any written, audio or visual guidelines, bulletins, descriptions, instructions, videotapes, audiotapes, magnetic media, and computer software concerning System Standards, including updates, amendments and supplements, however communicated by us, our affiliates or our designees, the "Manual"). The Manual may be modified by us from time to time to reflect changes in the System Standards. Our revisions to the Manual will be effective on delivery to you (including via electronic format), unless we specify a later effective date for a particular revision. If the Manual is lost, stolen or damaged, you must obtain a replacement from us and we may charge you for such replacement. If a dispute develops with respect to the contents of the Manual, the master copy we maintain at our principal office (or the electronic version of the Manual we designate) will be controlling. You must keep the Manual in a secure location which allows access only to those who have signed a confidentiality agreement, a current form of which is attached as Exhibit A-4 ("Confidentiality Agreement"). The Manual is our property and must be returned to us upon our request.

6.3 Additional Assistance Upon Request. Upon your written request, we may provide additional assistance or training to you at a mutually convenient time. If we agree to provide this additional assistance or training at your Franchise, you must reimburse us for all costs that we incur for food, lodging and travel. These expense reimbursements are due 10 days after invoicing.

6.4 General Guidance. Based upon our periodic inspections of your Franchise or reports that you submit to us, we will provide our guidance and recommendations on ways to improve the marketing and/or operation of your Franchise.

6.5 Code Wiz Network System. We will provide you with access to our integrated web-based business management system that will assist you in operating your Franchise, including our corporate Intranet from which you can connect to all aspects of the Code Wiz Network System. We reserve the right to modify, update, supplement, eliminate or replace the Code Wiz Network System or any of its components and you agree to do the same upon notice from us. Currently, you must pay various licensors initial and ongoing license fees to use the various programs that comprise the Code Wiz Network System other than the corporate Intranet system. We reserve the right to collect third-party fees and remit them to the licensors or vendors. We do not currently charge you a fee to use our corporate Intranet system, other technology or the Code Wiz Network System, but we may implement a fee upon thirty (30) days' advance written notice.

6.6 Website. We will maintain the Code Wiz website ("Website") to promote the Services and Products offered at Code Wiz Businesses. We will include the information about your Franchise that we deem appropriate. We may modify the content of and/or discontinue the website at any time in our sole discretion. We will include a zip locator and a link to your personal Code Wiz Franchise Website (your "Sitelet"). Your Sitelet will include information relating to your specific Location and select content that we provide from our Website. Your Sitelet will also showcase the Code Wiz products and services. We require that you use the supplier designated in the Manual to establish your Sitelet. You may not establish or maintain any other Website or engage in any other electronic marketing of products or services without our prior written approval. We reserve the right to change the requirements relating to your Sitelet at any time. We may require you to pay a monthly maintenance fee to the supplier or vendor that provides Website and Sitelet maintenance services, but it will not exceed $50 per month.

6.7 Purchase Agreements. We may, but need not, negotiate purchase agreements with suppliers to obtain discounted prices for us and Code Wiz franchisees. If we succeed in negotiating a purchase agreement, we will arrange for you to be able to purchase the goods directly from the supplier at the discounted prices that we negotiate (subject to any rebates the supplier pays to us). We may also purchase certain items from suppliers in bulk and resell them to you at our cost, plus shipping fees.

6.8 Private Label Goods. We may, but need not, develop Code Wiz branded products and merchandise for sale at your Franchise. If we do so, you agree to maintain a reasonable inventory of these items at your Franchise at all times.

6.9 Administrative Services. We reserve the right to add or discontinue specific certain administrative, operational, customer service and sales-related services to your Code Wiz Business. We will charge you 1% of your monthly Gross Sales for our services. We reserve the right to increase this fee up to two percent (2%) upon sixty (60) days' written notice to you. This amount will be owed at the same time you pay your Royalty.

7. ESTABLISHING YOUR FRANCHISE.

7.1 Site Selection.

(a) You must purchase or lease a commercial location. If the address of the Franchise is not known at the time of execution of this Agreement, you shall be responsible for purchasing or leasing a suitable site for the Franchise within the Designated Area within three (3) months of the Effective Date or we may terminate this Agreement. We shall provide you written notice of approval or disapproval of the proposed site within fifteen (15) days after receiving your written proposal.

(b) If the Franchise Location is not designated, we shall use reasonable efforts to help analyze the Designated Area, to determine site feasibility, and to assist in the designation of the Location which we must approve; provided, however, that we will not conduct site selection activities on your behalf and nothing contained herein shall be interpreted as a guarantee of success for said Location nor shall any site recommendation or approval made by us be deemed a representation that any particular site is available for the Franchise. It shall be your sole responsibility to undertake site selection activities and otherwise secure the premises for your Franchise. We may, in our discretion, provide on-site location selection assistance at your request but it is at all times subject to our personnel availability and you must pay our out-of-pocket costs and expenses, including without limitation, travel, accommodation, food, and local transportation expenses.

(c) You must use our building specifications for your real property space and design plans for building out, remodeling, or retrofitting your Location. The Location must be approved by us. The Location must meet certain basic requirements described in the Manual.

7.2 Lease. If you will lease the premises for your Franchise, you must use your best efforts to ensure your landlord signs the Lease Addendum that is attached to this Agreement as Exhibit A-8. If your landlord refuses to sign the Lease Addendum in substantially the form attached to this Agreement, we have the right to disapprove of your lease in our commercially reasonable judgment, in which case you must find a new site for your Franchise. You must promptly send us a copy of your fully executed lease and Lease Addendum.

7.3 Design and Construction.

(a) It is solely your responsibility to ensure the Location complies with all federal, state, or local law, code, or regulation, including those arising under the American with Disabilities Act ("ADA") or similar rules governing public accommodations for persons with disabilities. Your contractors will have the responsibilities of making sure any plans comply with any requirements, laws, rules and regulations applicable to your Territory and Location.

(b) We will provide you with prototype plans for the layout of your Franchise which will then be adapted to your Location. You will construct the Franchise according to the System Standards, prototype plans and other specifications in the Manual, in accordance with all applicable codes, ordinances, rules, and regulations, and pursuant to all required permits. The minimum size of a Location is 900 square feet. We must review and approve all final plans and specifications before you begin constructing the Franchise and all revised plans during construction to ensure they comply with our System Standards. You may not use any plans until we have approved them in writing, and our silence with respect to approval or rejection of the plans will not be deemed approval of the plans. You must provide written notice to us, and must obtain our prior written approval, of any proposed changes to the final plans that we previously approved. We may inspect the Franchise during its development to ensure compliance with our System Standards. You acknowledge that our review is only to ensure your compliance with our System Standards. Compliance with all federal, state and local laws and regulations are your sole responsibility.

7.4 Approved Equipment and Supplies. We designate or require our approval of certain types, models, brands, formats, providers, performers or suppliers of student instructional materials, educational materials, supplies, equipment, furniture, fixtures, furnishings, décor, signs, retail merchandise and branded materials (as and if applicable), as well as insurance carriers, which we may change, alter, or amend from time to time. We may require you to order through us certain goods as we may specify from time to time. We reserve the right to derive revenue from your required purchases ordered through us. We may designate or require our approval of suppliers of certain purchases ("Approved Suppliers"). If you propose to use any supplies or supplier which is not then approved, you must notify us in writing and submit sufficient information, samples, and specifications to allow us to determine if the supplier and/or supplies meet our approved criteria. It is in our sole discretion whether to test additional supplies and/or suppliers you propose. You will be responsible for our out-of-pocket expenses associated with evaluating your proposed supplier and/or supplies. We do not maintain criteria for approving alternative suppliers and do not provide it to any additional suppliers.

7.5 Telephone. You must obtain a new telephone number with "call-waiting service" and telephone listing at your expense to be used exclusively in connection with your operation of the business. Upon the expiration, transfer or termination of this Agreement for any reason, you will terminate your use of such telephone number and listing and assign the same to us or our designee.

7.6 Computer Software and Hardware. You will purchase and use any and all computer software programs ("Software") which we have developed or may develop and/or designate for use for the System and will purchase such computer hardware as we designate and as may be necessary for the efficient operation of the Software. We have the right to require you to update or upgrade computer hardware components and/or Software as we deem necessary from time to time but not more than once per calendar year. In addition, we have the right to require you to enter into a separate maintenance agreement for such computer hardware and/or Software.

7.7 Opening. You must open your Franchise to the public within 9 months after the Effective Date. You may not open your Franchise before: (i) successful completion of Initial Training by your Operating Principal and Designated Manager; (ii) you purchase all required insurance and provide insurance certificates naming Code Wiz Franchise Systems, LLC as an additional insured; (iii) you obtain all required licenses, permits and other governmental approvals and a copy of all such license, permits and approvals are in your business files or are displayed when required. We may conduct a pre-opening inspection of your Franchise and you agree to make any changes we require to comply with System Standards before opening. BY VIRTUE OF OPENING YOUR FRANCHISE, YOU ACKNOWLEDGE THAT WE HAVE FULFILLED ALL OF OUR PRE-OPENING OBLIGATIONS TO YOU.

7.8 Relocation. You must submit to us a written request to approve any proposed new location for your Franchise if you desire to relocate your Franchise. If you wish to voluntarily relocate the Code Wiz Business, you must ensure that there is no operating gap between the date you close the original Location and the date you open the new, approved Location. If you lose possession of the Location through no fault of your own due to destruction of the premises, you must apply to us within thirty (30) days for our approval to relocate your Code Wiz Business. If you lose possession of the Location through lease cancellation (through no fault of your own), you must apply to us within seven (7) days for our approval to relocate your Code Wiz Business. We are not obligated to approve or consider any request for relocation and may, in our sole discretion, deny a request or require any conditions prior to the consideration of such proposed relocation. We also require that you pay our costs and expenses incurred in assisting you to relocate your Franchise, including labor, salary, travel, professional fees, demographic reports and other costs.

7.9 Initial Inventory, Equipment & Supplies. You are required to purchase from us or our suppler(s) an initial inventory of required instructional equipment, and supplies. This may include computers and related equipment, student laptops, instructional robotics equipment and other items as deemed necessary. In addition, you will be required to purchase locally, equipment and supplies, as we require to open and operate your Code Wiz Business.

8. MANAGEMENT AND STAFFING.

8.1 Operating Principal. You agree to appoint an individual that owns at least ten percent (10%) of the equity interest of the legal entity which holds the Franchise and at least ten percent (10%) right to the Franchise's profits as your operating principal, who (i) will be responsible for the Franchise and all decisions; (ii) shall be granted the authority by the Franchise to bind it in any dealings with us and our affiliates; and (iii) shall direct any action necessary to ensure compliance with this Agreement and any other agreements relating to the Franchise (the "Operating Principal"). The name and address of the initial Operating Principal is set forth on Schedule I. We must approve your original and any replacement or subsequent Operating Principals.

8.2 Designated Manager. Your Franchise must also have a person designated to work full-time overseeing and operating the Franchise on a day-to-day basis (the "Designated Manager"). Your Operating Principal may also be your Designated Manager. All Designated Managers and Operating Principals must complete the required training program to our sole satisfaction. Your designated Manager must sign a protection agreement ("Protection Agreement"), the current form of which is attached to this Agreement as Exhibit A-3.

8.3 Best Efforts. Your Operating Principal shall diligently and fully exploit the rights granted in this Agreement by personally devoting full-time and best efforts to the operation of the Franchise and you shall perform your obligations under this Agreement faithfully and honestly and continue to exert your best efforts to promote and enhance the Franchise and the System for the full Term of this Agreement.

8.4 Employees. You must, in accordance with our System Standards and to the extent we designate from time to time, recruit, train and develop all employees, instructors, independent contractors, and any other personnel or staff as may be needed ("Personnel"), including, without limitation, ensuring that each Personnel has the requisite certifications we require as outlined in the Manual. When hiring Personnel, you shall use your best efforts to hire honest, reliable, competent and courteous employees. You are responsible for making sure all Personnel are capable of performing their duties in accordance with System Standards. You must ensure that all of your instructors obtain and maintain any certifications we require under the Manual in accordance with System Standards. You are solely responsible for the supervision of your Personnel. You will decide the compensation to be paid to your Personnel. We will not be responsible for payment of any compensation to you or your Personnel. You have sole responsibility and authority for all employment related decisions, including employee selection and promotion, hours worked, rates of pay and other benefits, work assignments, training and working conditions. You must require that your employees review and sign the acknowledgment form we prescribe that explains the nature of the franchise relationship and notifies the employee that you are his or her sole employer.

8.5 Staff Confidentiality Agreements. All Personnel must sign a Confidentiality Agreement. You must provide us with a copy of each Confidentiality Agreement within five (5) days after it is signed.

8.6 Taxes and Related Matters. You shall be responsible for income and other taxes required to be withheld and hereby assume full responsibility for payment of the employer's portion of any social security, federal and state taxes and any other taxes required to be withheld for your Personnel. You shall also pay and/or withhold taxes and premiums for unemployment and workers' compensation insurance for your Personnel, as required by state and/or federal law.

8.7 Indemnification. You will indemnify us, hold us harmless from, and defend us against any and all liabilities, losses, expenses, and obligations that we may incur related to any of your Personnel (or any person assisting or working on behalf of the Franchise) arising out of any claim, cause of action, complaint, proceeding (in litigation, arbitration, mediation, administrative process, regulatory proceeding or otherwise) relating to your obligations to pay them any compensation or remuneration or otherwise relating to an employment relationship. You understand and acknowledge that we are under no obligation or liability to any of your Personnel for any remuneration, compensation, commission, benefits, employment or any other duty, responsibility, liability or obligation. Your indemnification obligations (i) include reimbursement to us of any and all of our attorneys' fees and costs in defending any such claim from or relating to your Personnel; (ii) survive expiration or termination of this Agreement; and (iii) extend to our affiliates, representatives and agents.

8.8 Step-In Rights. Except in the case of death or disability, which is governed by Section 20 hereof, if we determine in our sole judgment that the operation of your Franchise is in jeopardy, or if you are in default under this Agreement, then in order to prevent an interruption of the Franchise which would cause harm to the System or potentially lessen the value of the Franchise, you authorize us to operate your Franchise for as long as we deem necessary and practical, and without waiver of any other rights or remedies which we may have under this Agreement ("Step-In Rights"). We shall keep in a separate account all monies generated by the operation of your Franchise, less the expenses of the Franchise, including a management fee of twenty percent (20%) of Gross Sales earned during our period of operation. If this separate account does not have sufficient funds then we may deduct our expenses, including the management fee and the reasonable attorneys' fees and costs described below, from your Franchise's general operating bank account. In the event of the exercise of the Step-In Rights by us, you agree to hold harmless us and our representatives for all actions occurring during the course of such temporary operation. You agree to pay all of our reasonable attorneys' fees and costs incurred as a consequence of our exercise of our Step-In Rights. Nothing contained herein shall prevent us from exercising any other right which we may have under this Agreement, including, without limitation, termination.

9. FRANCHISEE AS ENTITY.

If you are an Entity, you agree to provide us with a list of all of your Owners. All Owners of the Entity (whether direct or indirect) are jointly and severally responsible for the Entity's performance of this Agreement and each Owner is bound by all of the terms of this Agreement. Upon our request, you must provide us with a resolution of the Entity authorizing the execution of this Agreement, a copy of the Entity's organizational documents and a current Certificate of Good Standing (or the functional equivalent thereof). You represent that the Entity is duly formed and validly existing under the laws of the state of its formation or incorporation. The Entity's organizational documents must incorporate the transfer restrictions set forth in this Agreement as they pertain to a transfer of an interest in the Entity. You will not be allowed to open a franchise with us as a sole proprietor or partnership.

10. FRANCHISE OWNER AGREEMENT.

Simultaneously with the execution hereof, each individual owner, shareholder, general partner, member or equity holder of the entity operating the Franchise (who shall all be designated as a "Owner" on Schedule I) and their respective spouses shall execute and deliver to us an executed Owners Agreement, substantially in the form designated on Exhibit A-1 attached hereto (the "Owners Agreement"), which Owners Agreement shall be a condition precedent to the grant of the Franchise hereunder and pursuant to which, each individual Owner shall be personally jointly and severally obligated to us under this Agreement.

11. ADVERTISING & MARKETING.

11.1 Generally. We are not required to conduct any marketing on your behalf or the System. All your advertising must conform to all provisions of this Agreement. All advertising, promotion and marketing must be completely clear and factual, not misleading and conform to the highest standards of ethical marketing and promotion policies that we prescribe from time to time. In no event will your advertising contain any statement or material which may be considered: (a) in bad taste or offensive to any group or person, (b) defamatory on any person or an attack on a competitor, (c) inconsistent with our public image, or (d) not in accord with System Standards. Samples of all advertising, promotional and marketing materials which we have not prepared or previously approved must be submitted to us for approval before you use them. If you do not receive our written disapproval or approval within ten (10) days after our receipt of such materials, the materials are deemed not approved. Upon our notice you must immediately cease using any advertising, marketing or promotional materials which are no longer approved.

11.2 Initial Advertising Program. During the period beginning 30 days before opening and ending 60 days after opening, you must spend at least $10,000 on advertising and other marketing activities to promote your Franchise. We must approve all such advertising in accordance with Section 11.3. We will provide you with our suggestions and recommendations for grand opening advertising and we may require you use our approved vendor or supplier to develop your advertising. You may spend any additional sums you wish on grand opening advertising. Upon our request, you must send us proof of these expenditures within three (3) days of our request.

11.3 Local Advertising. In addition to your required contribution to the Brand Development Fund, you must spend at least 5% of your Gross Sales generated each calendar quarter on local advertising to promote your Franchise after your grand opening period in accordance with the parameters, specifications and standards outlined in the Manual (the "Local Advertising Requirement"). You agree to participate at your own expense in all advertising, promotional and marketing programs that we require, including any advertising cooperative that we establish pursuant to this Agreement. You also agree to comply with any gift card program that we establish. You acknowledge and agree that your Local

Advertising Requirement must be expended regardless of the amount spent by other Franchises on local advertising. You may spend any additional sums you wish on local advertising. Upon our request, you must send us proof of these expenditures on a monthly basis, or in any other manner as we may specify. You must obtain our prior approval of all advertising, marketing and promotional plans and materials not prepared by us or previously approved by us before their proposed use in accordance with Section 11.1 of this Agreement. You must promptly discontinue use of any advertising, marketing or promotional plans or materials, whether or not previously approved, on notice from us. We may require you use our approved vendor or supplier to develop your local advertising.

11.4 Brand Development Fund. At all times and from time to time, as determined by us, in our Reasonable Business Judgment (defined below), we may institute, implement, maintain, delegate and administer a brand development fund (the "Brand Development Fund"). The following shall apply to the Brand Development Fund at all times throughout the Term:

(1) You shall pay, at the same time and in the same manner as the Royalty Fee, a mandatory and continuing fee to the Brand Development Fund in an amount equal to a percentage of Gross Sales (as determined and designated by us in our Reasonable Business Judgment) for each month (the "Brand Development Fund Fee"), provided, however, you will not be required to contribute more than Two Percent (2%) of the Gross Sales of the Franchised Business for each month;

(2) We will provide you with written notice of the percentage of Gross Sales that you are required to contribute to the Brand Development Fund. Upon such written notice to you, the percentage of Gross Sales to be paid by you to the Brand Development Fund will be applicable for each and every month thereafter during the Term until otherwise designated by us in writing. The Brand Development Fund Fee shall be paid to us at the same time and in the same manner as the Royalty Fee and in accordance with the payment terms and method set forth in Section 14.2;

(3) We, in our Reasonable Business Judgment, shall direct all advertising, media placement, marketing and public relations programs and activities financed by the Brand Development Fund, with sole discretion over the strategic direction, creative concepts, materials, and endorsements used by the Brand Development Fund, and the geographic, market, and media placement and allocation thereof. Without limiting the foregoing, the Brand Development Fund may also be utilized for evaluation and monitoring of the Code Wiz Network System, maintenance and upgrades to the System Website, and development of digital media;

(4) You agree that the purpose of the advertising, media, marketing and activities financed by the Brand Development Fund is and shall be for the general enhancement of the System brand as associated with the Marks and general public brand recognition and awareness of the Marks. The Brand Development Fund will not be utilized to directly or indirectly market or promote the Franchised Business or, unless otherwise directed by us, in our Reasonable Business Judgment, pay for media placements that may benefit or include any media market that includes your Code Wiz Business or Territory;

(5) You agree that the Brand Development Fund may be used to pay our various costs and expenses for such reasonable salaries, wages, administrative costs and overhead as we may incur in activities reasonably related to the administration, activities and/or the brand awareness goals of the Brand Development Fund including expenses we incurred for advertising, marketing, product and service testing, product and service development, maintenance, evaluation and monitoring of the Business Management Systems, upgrades to the System Website, development of digital media and creative development that is internally administered or prepared by us and our other marketing activities made, provided, however, that salary expenses for our personnel paid by the Brand Development

Fund shall be commensurate with the amount of that time spent by such personnel on Brand Development Fund matters. We shall not use contributions to the Brand Development Fund to defray any of our general operating expenses, except for such reasonable salaries, administrative costs and overhead as we may incur in activities reasonably related to the administration and activities of the Brand Development Fund and creation or conduct of its marketing programs including, without limitation, conducting market research, preparing advertising and marketing materials and collecting and accounting for contributions to the Brand Development Fund. We may spend in a fiscal year an amount greater or less than the aggregate contributions of all Code Wiz Businesses to the Brand Development Fund in that year;

(6) You agree to participate in all advertising, marketing, promotions, research and public relations programs instituted by the Brand Development Fund;

(7) Code Wiz Businesses we or our affiliates own are not required to pay any Brand Development Fund Fee or contribute to or make any contribution to the Brand Development Fund;

(8) You and we acknowledge and agree that (a) the Brand Development Fund is not a trust, (b) we are not a trustee or fiduciary of the Brand Development Fund, and (c) we may deposit and maintain any and all funds of the Brand Development Fund Fee in our general accounts. Brand Development Fund Fees are not required to be segregated from our other assets or accounts. The Brand Development Fund is not required to expend Brand Development Fund Fees in the year that they are collected and the Brand Development Fund may borrow from us or other lenders at standard commercial interest rates to cover deficits of the Brand Development Fund, and we may cause the Brand Development Fund to invest any surplus for future use by the Brand Development Fund. All interest earned on monies contributed to the Brand Development Fund will be used to pay costs of the Brand Development Fund before other assets of the Brand Development Fund are expended. A summary statement of monies collected and costs incurred by the Brand Development Fund for our immediately preceding fiscal year shall be made available to you upon your written request. We will have the right to cause the Brand Development Fund to be incorporated or operated through an entity separate from us at such time as we deem appropriate, and such successor entity shall have all our rights and duties pursuant to this Section 11.4;

(9) Although we will endeavor to utilize the Brand Development Fund to develop advertising and marketing materials and programs, we undertake no obligation to ensure that expenditures by the Brand Development Fund in or affecting any geographic area are proportionate or equivalent to the contributions to the Brand Development Fund by Code Wiz Businesses operating in that geographic area or that any Code Wiz Business will benefit directly or in proportion to its contribution to the Brand Development Fund from the development of advertising and marketing materials. We may use the Brand Development Fund to promote or benefit any type of Code Wiz Business in the System. We may use the Brand Development Fund to promote or benefit Code Wiz Businesses located within a particular region of the United States. You agree that your failure to derive any such benefit will not serve as a basis for a reduction or elimination of your obligation to contribute to the Brand Development Fund. You agree that the failure (whether with or without our permission) of any other franchisee to make the appropriate amount of contributions to the Brand Development Fund shall not in any way release you from or reduce your obligations under this Section 11.4, such obligations being separate and independent of your obligations under this Agreement. Except as expressly provided in this Section 11.4, We assume no direct or indirect liability, responsibility, or obligation to you with respect to the maintenance, direction, and/or administration of the Brand Development Fund; and

(10) We, in our Reasonable Business Judgment, may establish a council to provide guidance respecting the administration of the Brand Development Fund and marketing matters concerning the Brand Development Fund. The council shall only serve in an advisory capacity and we shall select members of the council, which may be comprised of our employees, us, franchisees of the System and third-parties.

11.5 Advertising Cooperatives. We have the right, in our discretion, to designate any geographical area for purposes of establishing a regional advertising and promotional cooperative ("Cooperative"). If a Cooperative has been established applicable to your Franchise at the time you open your Franchise, then you shall immediately become a member. If a Cooperative is established that is applicable to your Franchise at a later time during the Term, then you shall become a member no later than thirty (30) days after the date on which the Cooperative commences operations. If established:

(a) each Cooperative shall be organized, governed, and administered in a form and manner, and shall commence operation on a date, approved in advance by us in writing;

(b) each Cooperative shall be organized for the exclusive purposes of administering regional advertising programs and developing, subject to our approval, standardized advertising materials for use by the members in local advertising and promotion;

(c) each Cooperative shall have the right to require its members to make contributions to the Cooperative in such amounts as are determined by the Cooperative by majority vote and your failure to make any such payments is a breach of this Agreement; and

(d) each member shall submit to the Cooperative its contribution in the manner set forth in the Manual or in the Cooperative's bylaws which must be approved in advance by us in writing.

11.6 Advisory Council. We reserve the right to form a franchisee advisory council. Any advisory council created will act in an advisory capacity only and will not have decision making authority. We will have the right to form, change, merge and dissolve any advisory council at any time. The membership of any advisory council may be determined in our sole discretion and you have no right to sit on an advisory council. If you are chosen and agree to participate on an advisory council, you shall pay all costs and expenses you incur related to such participation, including travel, lodging and meals expenses for attending council meetings.

11.7 Promotional, Gift Card, Membership and Loyalty Programs. You must participate in, and comply with the requirements of, any gift card, gift certificate, customer loyalty, reciprocal access/transfer membership programs, student retention, or special promotional program that we implement for all or part of the System. You agree to sign the forms and take the other action we require for you to participate in these programs, including but not limited to, selling and offering for sale gift cards which may be redeemed at any Code Wiz location for Services as well as permitting students who purchased gift cards online or from another Code Wiz location or us to redeem their gift cards for Services or Products at your Franchise.

12. OPERATING STANDARDS.

12.1 Generally. You agree to operate your Franchise: (i) in a manner that will promote the goodwill of the Marks; and (ii) in full compliance with our standards and all other terms of this Agreement and the Manual ("System Standards").

12.2 Operating Manual. You agree to establish and operate your Business in accordance with the Manual. The Manual may contain, among other things: (i) a description of the authorized goods and services that you may offer at your Franchise; (ii) mandatory and suggested specifications, operating procedures, and quality standards for products, services and procedures that we prescribe from time to time for Code Wiz franchisees; (iii) minimum staffing requirements as well as minimum standards and qualifications for your employees; (iv) mandatory reporting and insurance requirements; (v) mandatory and suggested specifications for your Franchise; and (vi) a written list of goods and services (or specifications for goods and services) you must purchase for the development and operation of your Franchise and a list of any designated or approved suppliers for these goods or services. We can modify the Manual at any time. The modifications will become binding 30 days after we send you notice of the modification. All mandatory provisions contained in the Manual (whether they are included now or in the future) are binding upon you.

12.3 Authorized Goods and Services. You agree to offer all goods and services that we require from time to time in our commercially reasonable discretion. You may not offer any other goods or services at your Franchise without our prior written permission. You may not use your Franchise or permit your Franchise to be used for any purpose other than offering the goods and services that we authorize. We may, without obligation to do so, add, modify or delete authorized goods and services, and you must do the same upon notice from us. Our addition, modification or deletion of one or more goods or services shall not constitute a termination of the franchise or this Agreement.

12.4 Suppliers and Purchasing. You agree to purchase or lease all products, supplies, equipment, services and other items specified in the Manual from time to time. If required by the Manual, you agree to purchase certain goods and services only from suppliers designated or approved by us (which may include, or be limited exclusively to, us or our affiliate). You acknowledge that our right to specify the suppliers that you may use is necessary and desirable so that we can control the uniformity and quality of goods and services used, sold or distributed in connection with the development and ongoing operation of Code Wiz Businesses, maintain the confidentiality of our trade secrets, obtain discounted prices for our franchisees if we are able to do so, and protect the reputation and goodwill associated with the System and the Marks. If we receive rebates or other financial consideration from these suppliers based upon franchisee purchases, we will deposit these amounts into the Brand Development Fund. If you want us to approve a supplier that you propose, you must send us a written notice specifying the supplier's name and qualifications and provide any additional information that we request. We will approve or reject your request within 60 days after we receive your notice and all additional information (and samples) that we require. We may require that the supplier agree to certain commercially reasonable conditions as a condition to our approval, including maintaining adequate insurance and signing a license agreement with us for the supply of any products bearing our Marks. You must reimburse us for all costs and expenses that we incur in reviewing a proposed supplier within 10 days after invoicing.

12.5 Equipment Maintenance and Changes. You agree to maintain all of your equipment in good condition and promptly replace or repair any equipment that is damaged, worn-out or obsolete. We may require that you replace, update or change your equipment, which may require you to make additional investments. You acknowledge that our ability to require franchisees to make significant changes to their equipment is critical to our ability to administer and change the System and you agree to comply with any such required change within the time period that we reasonably prescribe.

12.6 Remodeling and Maintenance. You agree to remodel and make all improvements and alterations to your Franchise that we reasonably require from time to time to reflect our then-current image, appearance and facility specifications. We will not require that you spend more than $5,000 to remodel your Franchise during the Term. You agree to maintain your Franchise in good order and condition, reasonable wear and tear excepted, and make all necessary repairs, including replacements, renewals and alterations, at your sole expense, to comply with our standards and specifications. Without limiting the generality of the foregoing, you agree to take the following actions at your sole expense: (i) thorough cleaning, repainting, redecorating of the interior and exterior of the facility at the intervals we may prescribe (or at such earlier times that such actions are required or advisable); and (ii) interior and exterior repair of the facility as needed. You agree to comply with any maintenance, cleaning or facility upkeep schedule that we prescribe from time to time.

12.7 Hours of Operation. Your Franchise must be open during the minimum hours and days that we specify. You must establish specific hours of operation and submit those hours to us for approval.

12.8 Customer Complaints. If you receive a customer complaint, you must follow the complaint resolution process that we specify to protect the goodwill associated with the Marks.

12.9 Failure to Comply with Standards. You acknowledge the importance of every one of our standards and operating procedures to the reputation and integrity of the System and the goodwill associated with the Marks. If we notify you of a failure to comply with our standards or operating procedures and you fail to correct the non-compliance within the period of time that we require, then, in addition to any other remedies available to us under this Agreement, we may impose a fee of up to $500 per occurrence.

13. SYSTEM TECHNOLOGY.

13.1 Software and Technology. We can change the software or technology you must use at any time. At any time, we may also develop proprietary software or technology that must be used by our franchisees. If this occurs, you agree to enter into a license agreement with us (or an affiliate of ours) and pay us (or our affiliate) commercially reasonable licensing, support and maintenance fees. The terms of the license agreement will govern the terms pursuant to which you may utilize this software or technology. We also reserve the right to enter into a master software or technology license agreement with a third-party licensor and then sublicense the software or technology to you, in which case we may charge you for all amounts that we must pay to the licensor based on your use of the software or technology. We may pass through all software and technology development costs to our franchisees on a pro-rata basis. All fees and costs referenced in this Section comprise the “technology fee” and shall be due and payable with your monthly Royalty or as otherwise specified by us from time to time.

13.2 Websites. We have the right to control all use of URLs, domain names, websites, addresses, meta-tags, links, key words, e-mail addresses and any other means of electronic identification or origin (“e-names”) related to the Franchise. We may require you, at your expense, to operate certain aspects of the Franchise through e-commerce methods that we designate, and in the manner we designate from time to time. We also have the right to designate, approve, control or limit all aspects of your use of the Internet, intranet system, World Wide Web, wireless technology, digital cable, use of e-names, virtual worlds, social media, portals, search engine optimization, pay-per-click advertising, home pages, bulletin boards, chat rooms, linking, framing, blogs, text messaging, on-line purchasing cooperatives, marketplaces, barter exchanges, and related technologies, methods, techniques, registrations, networking, and any electronic communication, commerce, computations, or any means of interactive electronic documents contained in a network of computers or similar devices linked by communications software (collectively, “e-commerce”). Further, you shall, at your sole expense, participate in our websites on the internet or other on-line communications, including an intranet system that we may develop in the future unless we provide otherwise. You must follow all of our policies and procedures for the use and regulation of e-commerce. You acknowledge that certain information obtained through your participation on our websites may be considered Confidential Information, including access codes and identification codes. Your right to participate in our Websites or any intranet system we may develop terminates when this Agreement expires or terminates. You shall assign and transfer to us or our designee any and all interest you may have in any e-commerce in connection with the Franchise at our demand. We may require that you provide photographic, written or other forms of content to us for use in e-commerce activities associated with the

Marks, the Intellectual Property or the System which we may designate. We may restrict your use of e-commerce, or your customer's use of e-commerce in connection with the purchase of Services to a centralized website, portal or network or other form of e-commerce designated by us operated by us or our designee. We may require that you provide information to us and arrange Services via e-commerce. We may require you to coordinate your e-commerce activities with us. We may require that your customers be provided access to certain e-commerce activities that we designate from time to time. You recognize and agree that between you and us, we own all rights to all interest in and to any data collected via e-commerce related to the System, the Intellectual Property and the Marks, including any customer data, click-stream data, cookies, user data, hits and the like. All such information constitutes our Confidential Information.

13.3 Student/Customer Data and Data Security. Any information on customers of your Franchise that identifies or can be used to identify, contact, locate, or be traced back to the specific person to whom such information pertains, or from which identification or contact information of an individual person can be derived, including but not limited to, personally identifiable information ("Customer Data") and all information, mailing lists and data bases of Customer Data from whatever source derived, industry standards must be used only in connection with your Franchise in accordance with this Agreement. You agree to comply with all applicable laws, regulations and industry standard best practices with respect to Customer Data; in addition you agree to comply with all data privacy and security requirements we may establish from time to time and to exert your best efforts to prevent the unauthorized use, dissemination or publication of Customer Data, subject in all instances to applicable laws. It is your responsibility to determine the data privacy laws applicable to you and your Franchise. We expressly disclaim knowledge of the data privacy laws applicable to you. You shall promptly notify us if you become aware of or suspect any unauthorized access to the Customer Data, or if you become the subject of any governmental, regulatory or other enforcement or private proceeding relating to your data handling practices. You shall promptly carry out any request from us with respect to Customer Data that is reasonably necessary to allow us to comply with data privacy laws applicable to us regarding processing, storage, handling, collection, use, transfer and transmission of Customer Data.

13.4 PCI Compliance. It is your responsibility to maintain and report your PCI compliance, which encompasses operational policies and practices as well as networks and software used to process credit card transactions, as well as attesting that you are abiding by (i) the PCI Data Security Standards enacted by the applicable card associations (as they may be modified from time to time or as successor standards are adopted); and (ii) all other security standards and guidelines that may be published from time to time by payment card companies and/or enacted by law, and are applicable to customer credit card and debit card information. If you know or suspect a security breach, you must immediately notify your credit card transaction acquirer, insurance carrier and us. You assume all responsibility for providing notice of breach or compromise, along with duties and costs associated with fraudulent transactions, penalties, and ongoing fees for monitoring customer credit card histories and/or transactions for affected customers of your Franchise.

14. FEES.

14.1 Initial Franchise Fee. You agree to pay us the initial franchise fee set forth on Schedule I in one lump sum at the time you sign this Agreement ("Initial Franchise Fee"). The initial franchise fee is fully earned by us and non-refundable once this Agreement has been signed.

14.2 Royalty Fee. In addition to the Initial Franchise Fee, you will, for the entire Term of this Agreement, remit to us a monthly royalty fee (the "Royalty Fee"). The amount of the Royalty Fee is equal to six percent (6%) of the Franchise's total monthly Gross Sales (as defined in Section 14.4 hereof). The Royalty Fee in consideration for use of the Marks, Intellectual Property and System and is due on or before the end of the sixth day of each month based upon Gross Sales for the immediately preceding calendar month. The Royalty Fee remitted to us will not be refundable under any circumstances.

14.3 Brand Development Fund Fee. You shall pay to us, or our affiliates, or our designees, the Brand Development Fund Fee as set forth in Section 11.4 of this Agreement.

14.4 Gross Sales. For the purposes of this Agreement, the term "Gross Sales" means the total selling price of all services and products and all revenue and income of any kind earned by or relating to your Franchise including, without limitation, from the sales of Services, Products, merchandise, gift cards, other products and tangible personal property of every kind sold by you, in, from or through the Franchise; proceeds as a result of any business interruption insurance policy you carry; and all proceeds from all coin and card operated devices, including but not limited to, musical devices, amusement devices and vending machines, all regardless of whether such sale is conducted in compliance with or in violation of the terms of this Agreement, or whether such sale is at the Franchise or off-site, but exclusive of sales or use tax actually paid to the appropriate taxing authority. Gross Sales also include the fair market value of any services or products received by you in barter or exchange for your Services and Products and payments on credit (whether or not you received payment). Each charge or sale upon credit shall be treated as a sale for the full price in the month during which such charge or sale shall be made, irrespective of the time when you shall receive payment (whether full or partial).

14.5 Gross Sales Report. You must submit a signed report prior to each Royalty Fee and Brand Development Fund Contribution payment setting forth the Gross Sales generated during the immediately preceding calendar month, your calculation of the fees due to us and any other information we may reasonably request in the form we prescribe and at the time set forth in the Manual ("Gross Sales Report"). We may change the form and content of the Gross Sales Report periodically. If you do not submit a Gross Sales Report when due, we have the right to compile and prepare a Gross Sales Report and charge you any fees, costs and expenses for doing so that we deem reasonable plus interest on any overdue amounts in accordance with Section 14.6 below provided that nothing contained herein shall prevent us from exercising any rights we may have under this Agreement, including declaring a breach under Section 15.8 hereof and termination.

14.6 Manner of Payment. Unless otherwise stated in this Agreement, any fees due hereunder must be paid no later than the end of sixth day of each month for amounts due for the immediately preceding month by an ACH electronic funds transfer under which we automatically deduct all payments owed to us under this Agreement, or any other agreement between you and us, from your bank account. We may, with written notice, designate another method or time period for payment. You must deposit all revenues from operating the Franchise into one (1) bank account within one (1) business day of receipt, including cash, checks and credit card receipts. Before the opening of your Franchise, you must provide us with your bank's name, address and account number, a voided check from such bank account, and sign and give to us and your bank, all documents, including Exhibit A-5 to this Agreement, necessary to effectuate our ability to withdraw funds from such bank account via ACH electronic funds transfer. You must immediately notify us of any change in your banking relationship, including changes in account numbers. We reserve the right to change the structure or payment method of the Royalty Fee if required by applicable law.

14.7 Insufficient Funds Fees. If there are not sufficient funds in your account to permit us to debit the account for the payments you owe us, you will pay to us an insufficient funds fee equal to Fifty Dollars ($50). This fee is in addition to late fees and interest on any overdue amount, as described below, and any fees charged by your bank.

14.8 Late Fee/Interest. If any sums due under this Agreement have not been received by us when due (or there are insufficient funds in your Account to cover any sums owed to us when due) then, in addition to those sums, you must pay us interest on the amounts past due at the rate equal to the lesser of 12% per annum (pro-rated on a daily basis), or the highest rate permitted by your State's law. If we do not specify a due date, then interest begins to run 10 days after we bill you. We will not impose a late fee for any amounts paid pursuant to Section 14.5 if, but only to the extent that, sufficient funds were available in your Account to be applied towards the payments at the time the payments became due and payable. However, we may impose a late fee for any amounts that we are unable to reasonably determine due to your failure to furnish us with a report required by Section 16.3 within the required period of time or record sales in a timely manner, in which case we may assess a late fee on the entire amount that was due and payable. You acknowledge that this Section 14.8 shall not constitute our agreement to accept the late payments after same are due, or a commitment by us to extend credit to or otherwise finance the operation of your Business.

14.9 No Right to Set-Off/Application of Payments. You agree that you shall not, on grounds of the alleged nonperformance or default by us of any of our obligations under this Agreement, withhold payment of any fee or other amount payable to us under this Agreement or otherwise. Notwithstanding any designation you may make, we have sole discretion to apply any payments from you to any past due indebtedness of yours or in any other manner we feel appropriate.

14.10 Other Fees and Payments. You agree to pay all other fees, expense reimbursements and other amounts specified in this Agreement in a timely manner as if fully set forth in this Section 14. You also agree to promptly pay us an amount equal to all taxes levied or assessed against us based upon goods or services that you sell or based upon goods or services that we furnish to you (other than income taxes that we pay based on amounts that you pay us under this Agreement).

14.11 Method of Payment. You must complete and send us an ACH Authorization Form allowing us to electronically debit a banking account that you designate (your "Account") for: (i) all fees payable to us pursuant to this Agreement (other than the initial franchise fee); and (ii) any amounts that you owe to us or any of our affiliates for the purchase of goods or services. Your Account does not need to be your primary business checking account. We will debit your Account for these payments on or after the due date. Our current form of ACH Authorization Form is attached to the Franchise Disclosure Document as Exhibit A-5. You must sign and deliver to us any other documents that we or your bank may require to authorize us to debit your Account for these amounts. You must ensure that your Account has sufficient funds available for withdrawal by electronic transfer before each due date. If there are insufficient funds in your Account to cover all amounts that you owe, any excess amounts that you owe will be payable upon demand, together with any late charge imposed pursuant to Section 14.8.

15. BRAND PROTECTION COVENANTS.

15.1 Reason for Covenants. You acknowledge that the Intellectual Property and the training and assistance that we provide would not be acquired except through implementation of this Agreement. You also acknowledge that competition by you, the Owners or persons associated with you or the Owners (including family members) could seriously jeopardize the entire franchise system because you and the Owners have received an advantage through knowledge of our day-to-day operations and Intellectual Property related to the System. Accordingly, you and the Owners agree to comply with the covenants described in this Section to protect the Intellectual Property and our franchise system.

15.2 Our Intellectual Property. You and the Owners agree: (i) neither you nor any Owner will use the Intellectual Property in any business or capacity other than the operation of your Franchise pursuant to this Agreement; (ii) you and the Owners will maintain the confidentiality of the Intellectual Property at all times; (iii) neither you nor any Owner will make unauthorized copies of documents containing any Intellectual Property; (iv) you and the Owners will take all reasonable steps that we require from time to time to prevent unauthorized use or disclosure of the Intellectual Property; and (v) you and the Owners will stop using the Intellectual Property immediately upon the expiration, termination or Transfer of this Agreement, and any Owner who ceases to be an Owner before the expiration, termination or Transfer of this Agreement will stop using the Intellectual Property immediately at the time he or she ceases to be an Owner.

15.3 Unfair Competition During Term. You and your Owners agree not to unfairly compete with us during the Term by engaging in any of the following activities ("Prohibited Activities"): (i) owning, operating or having any other interest (as an owner, partner, director, officer, employee, manager, consultant, shareholder, creditor, representative, agent or in any similar capacity) in any Competitive Business, other than owning an interest of five percent (5%) or less in a publicly traded company that is a Competitive Business; (ii) diverting or attempting to divert any business from us (or one of our affiliates or franchisees); or (iii) inducing (a) any of our employees or managers (or those of our affiliates or franchisees) to leave their position or (b) any customer of ours (or of one of our affiliates or franchisees) to transfer their business to you or to any other person that is not then a franchisee of ours.

15.4 Unfair Competition After Term. During the Post-Term Restricted Period, you and your Owners agree not to engage in any Prohibited Activities. Notwithstanding the foregoing, you and your Owners may have an interest in a Competitive Business during the Post-Term Restricted Period as long as the Competitive Business is not located within the Restricted Territory and does not provide otherwise competitive goods or services from any site that is located within the Restricted Territory. If you or an Owner engage in a Prohibited Activity during the Post-Term Restricted Period (other than having an interest in a Competitive Business that is permitted under this Section), then the Post-Term Restricted Period applicable to you or the non-compliant Owner, as applicable, shall be extended by the period of time during which you or the non-compliant Owner, as applicable, engaged in the Prohibited Activity.

15.5 Immediate Family Members. The Owners acknowledge that they could circumvent the purpose of Section 15 by disclosing Intellectual Property to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). The Owners also acknowledge that it would be difficult for us to prove whether the Owners disclosed the Intellectual Property to family members. Therefore, each Owner agrees that he or she will be presumed to have violated the terms of Section 15 if any member of his or her immediate family engages in any Prohibited Activities during the Term or Post-Term Restricted Period or uses or discloses the Know- how. However, the Owner may rebut this presumption by furnishing evidence conclusively showing that the Owner did not disclose the Intellectual Property to the family member.

15.6 Employees and Others Associated with You. You must ensure that all of your employees, officers, directors, partners, members, independent contractors and other persons associated with you or your Business who may have access to our Intellectual Property, and who are not required to sign a Brand Protection Agreement, sign and send us a Confidentiality Agreement before having access to our Intellectual Property. You must use your best efforts to ensure that these individuals comply with the terms of the Brand Protection Agreements and Confidentiality Agreements, as applicable, and you must immediately notify us of any breach that comes to your attention. You agree to reimburse us for all reasonable expenses that we incur in enforcing a Brand Protection Agreement or Confidentiality Agreement, as applicable, including reasonable attorneys' fees and court costs.

15.7 Covenants Reasonable. You and the Owners acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; (ii) our use and enforcement of covenants similar to those described above with respect to other Code Wiz franchisees benefits you and the Owners in that it prevents others from unfairly competing with your Franchise; and (iii) you and the Owners have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. YOU AND THE OWNERS HEREBY WAIVE ANY

RIGHT TO CHALLENGE THE TERMS OF THIS SECTION 15 AS BEING OVERLY BROAD, UNREASONABLE OR OTHERWISE UNENFORCEABLE.

15.8 Breach of Covenants. You and the Owners agree that failure to comply with the terms of this Section 15 will cause substantial and irreparable damage to us and/or other Code Wiz franchisees for which there is no adequate remedy at law. Therefore, you and the Owners agree that any violation of the terms of this Section 15 will entitle us to injunctive relief. We may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed $100. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages. Any claim, defense or cause of action that you or an Owner may have against us, regardless of cause or origin, cannot be used as a defense against our enforcement of this Section 15. If an Owner's immediate family member engages in a Prohibited Activity during the Term or Post-Term Restricted Period or uses or discloses the Intellectual Property in breach of Section 15.2, you agree that, in addition to injunctive relief, we are entitled to liquidated damages in an amount equal to the initial franchise fee if actual damages cannot be reasonably determined.

16. YOUR OTHER RESPONSIBILITIES.

16.1 Insurance.

(a) Utilizing an approved supplier or insurance carrier acceptable to us, you are required to procure and maintain at all times the following insurance policies at your expense, which must additionally meet the standards and requirements set forth in the Manual: (i)"all risk" property insurance coverage at replacement cost for all assets of the Code Wiz Business, including furniture, fixtures, equipment, computers, inventory and tenant improvements; (ii) comprehensive commercial general liability insurance with a minimum bodily injury and property damage liability coverage limit of $1,000,000 per occurrence and $3,000,000 in the aggregate, including premises liability, professional liability products, completed operations, personal and advertising injury; (iii) business interruption insurance covering at least 9 months' loss of profits and necessary continuing expenses for interruptions caused by any occurrence; (iv) insurance coverage for contractual indemnity; (v) professional liability insurance covering all instructors and teachers, including independent contractors, and riders to the insurance policies for sexual abuse and molestation and corporal punishment with a minimum limit of $1,000,000 per occurrence and aggregate; (vi) workers' compensation insurance and employer liability coverage with a minimum limit of $1,000,000 and as required by applicable law; (vii) hired and non-owned automobile liability insurance of at least $1,000,000 combined single limit per accident; and (viii) such other insurance as may be required by lenders, vendors or landlord. You shall maintain at all times adequate insurance coverage for Services provided away from your Location at off-site locations, through the above policies, other insurance that is customary and proper for such activities, or that is required by us. From time to time we may designate preferred insurance brokers and insurance carriers. If we have designated a preferred broker and/or insurance carrier for insurance coverage and you elect to use a broker and/or insurance carrier other than our designated preferred insurance broker and/or carrier, you must submit the proposed insurance policies to us for our approval and you shall pay to us, or a party designated by us, an insurance review fee in the amount of One Thousand ($1,000) Dollars.

(b) The cost of the insurance policies will vary depending on the insurance carrier charges, terms of payment and your history. The standards and specifications for insurance coverage as set forth in the Manual are intended as "minimum" standards and you must review your insurance coverage and policies, and you should consult with your insurance agents, brokers, attorneys or other insurance advisors, to determine if additional coverage is necessary, desired or appropriate for your Franchise in addition to the coverage and limits required by us. If you fail to obtain or maintain the required insurance coverage, we may purchase it for you and require you to pay to us the premium cost plus an administrative fee equal to twenty percent (20%) of the insurance policy premium for doing so. We may change these insurance requirements, upon reasonable notice to you, to conform to reasonable business practices. Each insurance policy required under the Manual must contain a provision that the policy cannot be cancelled, amended, renewed or expired without at least thirty (30) days prior written notice to us. The insurance must be primary coverage without the right of contribution from any of our insurance. We do not represent or warrant that any insurance that you are required to purchase, or which we procure on your behalf, will provide adequate coverage for you. The requirements of insurance specified in this Agreement and in the Manual are for our protection. If you believe that you should not be required to carry an identified type of insurance or otherwise comply with our minimum insurance requirements, you must submit a written waiver request and obtain a waiver from us. Until such time as we notify you in writing of our approval, you are obligated to comply with all minimum insurance requirements. The policies must also contain a waiver of subrogation.

(c) Each insurance policy required under this Agreement and/or the Manual must contain an endorsement approved in writing by us naming us as additional insureds and an additional insured endorsement approved in writing by us naming us, our affiliates and our respective officers, directors, managers, partners, members, affiliates, subsidiaries and employees as additional insureds. Additional insured status shall include, without limitation, coverage for ongoing and completed operations. The additional insured endorsement form shall be ISO CG 20-26 or any other form approved in writing by us that provides comparable coverage. Additional insured coverage shall not be limited to vicarious liability and shall extend to (and there shall be no endorsement limiting coverage for) the negligent acts, errors or omissions of us or other additional insureds. You shall maintain such additional insured status for us on your general liability policies continuously during the Term.

(d) Your obligation to obtain and maintain the insurance policies in the amounts specified in the Manual shall not be limited in any way by reason of any insurance that may be maintained by us, nor shall your procurement of required insurance relieve you of liability under the indemnification provisions set forth in this Agreement. Your insurance procurement obligations under this Section 16 and as specified in the Manual are separate and independent of your indemnification obligations under this Agreement.

(e) Prior to the time any insurance is required to be carried by you, and thereafter prior to the renewal of any such policy, you must submit to us a copy of the certification of insurance evidencing such coverages that are required by this Section 16 and the Manual. Within five (5) days after the policy is issued, you shall provide the declarations page for each of the required coverages, all additional insured endorsements and evidence of premium payment. Certificates of insurance alone are not acceptable. Our review and verification of certain elements of your insurance does not in any way reduce or eliminate your obligations to fully comply with all of the insurance requirements set forth in this Agreement and/or in the Manual. It is your sole obligation to fully comply with these insurance requirements and it is your sole obligation to confirm with your insurance providers that your policies are in compliance with this Agreement and the Manual.

16.2 Books and Records. You agree to prepare and maintain at your Franchise for at least three (3) years after their preparation, complete and accurate books, records, accounts and tax returns pertaining to your Business. You must send us copies of your books and records within seven (7) days of our request. You must send us copies of your tax returns within four (4) months of your fiscal year end. The person who provides you with bookkeeping and accounting services must: (i) successfully complete all training that we reasonably require to ensure the person is familiar with our systems and procedures; and (ii) agree to utilize our accounting standards and chart of accounts to ensure consistency of information received from all of our franchisees.

16.3 Reports. You must prepare and provide us with periodic statements of your Gross Sales using a standard chart of accounts that we specify as described in Section 14. You also agree to prepare all other reports that we require in the form and manner that we require. You agree to send us a copy of any report required by this Section upon request. If we require that you purchase a computer and/or automated cash management system that allows us to electronically retrieve information concerning your sales transactions, you agree that we will have the right to electronically poll your computer and/or automated cash management system to retrieve and compile information regarding the operation of your Franchise, subject to any restrictions imposed by applicable law.

16.4 Financial Statements. You must prepare a balance sheet for your Business as of the end of the calendar year and each calendar quarter and a statement of profit and loss and source and application of funds for the prior year and calendar quarter and submit the statements to us in accordance with the timelines outlined in the Manual. All financial statements must be: (i) verified and signed by you certifying to us that the information is true, complete, and accurate; and (ii) submitted in any format that we reasonably require. You agree to send us a copy of any financial statement required by this Section upon request. You authorize us to disclose the financial statements, reports, and operating data to prospective franchisees, regulatory agencies and others at our discretion, provided the disclosure is not prohibited by applicable law.

16.5 Legal Compliance. You must secure and maintain in force all required licenses, permits and regulatory approvals for the operation of your Franchise (including all required professional licenses) and operate and manage your Franchise in full compliance with all applicable laws, ordinances, rules and regulations. You understand that federal and state laws may regulate you and your Franchise and you agree to comply with all such laws. You are required to hire local counsel to review these laws to ensure the operation of your Franchise, and your performance of your obligations under this Agreement, comply with such laws. You must notify us in writing within two (2) business days of the beginning of any action, suit, investigation or proceeding, or of the issuance of any order, writ, injunction, disciplinary action, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation of your Business or your financial condition. You must immediately deliver to us a copy of any inspection report, warning, certificate or rating by any governmental agency that reflects your failure to fully comply with any applicable law, rule or regulation.

17. INSPECTION AND AUDIT.

17.1 Inspections. To ensure compliance with this Agreement, we or our representatives will have the right to enter your Franchise, evaluate your operations, inspect, and examine your books, records, accounts and tax returns. Our evaluation may include monitoring your interactions with and provision of services to customers and contacting your landlord, customers and/or employees. We may conduct our evaluation at any time and without prior notice. During the course of our inspections, we and our representatives will use reasonable efforts to minimize our interference with the operation of your Franchise, and you and your employees will cooperate and not interfere with our inspection. You consent to us accessing your computer system and retrieving any information that we deem appropriate in conducting the inspection, except as prohibited by law.

17.2 Audit. We have the right, at any time, to have an independent audit made of your books and financial records, subject to any restrictions imposed by applicable law. You agree to fully cooperate with us and any third parties that we hire to conduct the audit. If an audit reveals an understatement of your Gross Sales or any amount that you owe us, you agree to immediately pay to us any additional fees that you owe us together with any late fee payable pursuant to Section 14.4. Any audit will be performed at our cost and expense unless the audit: (i) is necessitated by your failure to provide the information requested or to preserve records or file reports as required by this Agreement; or (ii) reveals an understatement of any amount due to us by at least two percent (2%), in which case you agree to reimburse us for the cost of the audit or inspection, including without limitation, reasonable accounting and attorneys' fees and travel and lodging expenses that we or our representatives incur. The audit cost reimbursements will be due 10 days after invoicing. We shall not be deemed to have waived our right to terminate this Agreement by accepting reimbursements of our audit costs.

18. INTELLECTUAL PROPERTY.

18.1 The Code Wiz Intellectual Property.

(a) You acknowledge that we and our affiliate, Mercea, LLC ("Mercea") are the exclusive owner of the Intellectual Property, Marks, System Standards, and other elements of the System. You further acknowledge that any modifications to the System or any substitutions or additions to the Intellectual Property suggested or developed by you shall be owned exclusively by us or Mercea and may be incorporated by us or Mercea into the Intellectual Property without any compensation to you. As such, you hereby assign and transfer to us or Mercea (as instructed) all of your entire right, title and interest in and to any improvements, modifications, substitutions, or additions to the Intellectual Property suggested or developed by you and in and to any and all works of authorship and processes embodied therein, and in all goodwill signified thereby, and any and all intellectual property rights and any legal equivalent thereof, including the right to apply for, register, or claim priority to, letters patent, copyrights, trademark, trade secret and other intellectual property protection, and the right to enforce such rights, title and interest by lawsuit or otherwise. Additionally, all processes, ideas, concepts, methods, techniques or materials relating to Franchise, whether or not constituting protectable intellectual property, and whether created by or on behalf of you or your Owners in connection with the development or operation of your Franchise, will be promptly disclosed to us. All ideas, concepts, techniques, curriculum, or materials relating to a Code Wiz Business, whether or not protectable intellectual property and whether created by or for you or your owners or employees, will be deemed to be our sole and exclusive property and part of the System and deemed to be works made for hire for us. To the extent any item does not qualify as a "work made-for-hire" for us, by this paragraph you assign ownership of that item, and all related rights to that item, to us and agree to take whatever action (including signing assignment or other documents) we request to evidence our ownership or to help us obtain intellectual property rights in the item. You hereby appoint us your true and lawful agent and attorney-in-fact with full power and authority, for the sole purpose of taking such action as is necessary to complete the assignment of any interest in any intellectual property rights described herein. This power of attorney shall survive the expiration or termination of this Agreement.

(b) You shall use the System, the Marks and the Intellectual Property only in connection with the operation of the Franchise and strictly in accordance with the terms of this Agreement and all policies set forth from time to time in the Manual. Any unauthorized use of the System, the Marks and/or the Intellectual Property is and shall be deemed to be an infringement of Mercea 's and our rights.

(c) Except as expressly provided in this Agreement, you acknowledge and agree that: (i) you shall acquire no right, title or interest to the System, the Marks or the Intellectual Property, (ii) all goodwill associated with the System, the Marks and the Intellectual Property used by you shall inure exclusively to Mercea's and our benefit, and (iii) upon the termination of this Agreement, no monetary amount shall be assigned as attributable to any goodwill associated with your use of the System, the Marks or the Intellectual Property.

(d) You acknowledge that the use of any social networking website, including but not limited to Facebook, LinkedIn, Twitter, Instagram, Pinterest, Tumbler, SnapChat or any blogs or other bulletin boards, or chat rooms, other networking and share sites and any other Internet site which exploits, utilizes, displays, or otherwise makes use of any of the Marks or Intellectual Property is our sole property and you may not establish any such website, blog, Facebook page, LinkedIn account, Twitter account, Instagram account, Pinterest account, SnapChat account, email distribution list, or other Internet account or presence, which exploits, utilizes, displays, or otherwise makes use of any of the Marks or Intellectual Property without our prior written consent and without granting us primary administrative rights to such account, site or page. We may, in our sole discretion, prohibit any use of Social Media Platforms (as defined below), by you or all of our franchisees. If we permit you to use Social Media Platforms (as defined below), you must provide us with primary administrative rights to the website, account, or page. You will be provided with subordinate administrative access to, and guidelines for your use of such online mediums, such that you may promote, advertise, and market your Franchise locally. We retain ownership of the materials posted on any webpage or site. You have no right, title or interest to any webpage on any of your networking and websites including, but not limited to, all "fans", "followers", "friends" and "contacts" associated therewith which mentions, uses or refers in any way to the Marks or Intellectual Property even if such webpage is established by you or otherwise held in the name of the Franchise or your Operating Principal or any of your Owners. Upon expiration or termination of this Agreement, we retain all ownership of all content created during the Term and will remove your administrative access. In addition, you shall promptly submit to us all passwords for such site(s) and any changes to a password shall be submitted to us within three (3) days of the change.

(e) You shall at no time take any action whatsoever to contest the validity, ownership, distinctiveness or enforceability of the Marks or Intellectual Property and the goodwill associated therewith. You agree that your use of all or any part of the System or the Intellectual Property contrary to any provision of this Agreement, or your use of any confusingly similar method, format, procedure, technique, system, name, trade dress, mark, symbol, emblem, slogan, insignia, term, designation, design, diagram, promotional material or course material, during or after the Term, shall cause irreparable injury to Mercea and us and shall constitute a material breach of this Agreement, and shall entitle Mercea and us to obtain temporary, preliminary or permanent injunctive relief from a court or agency of competent jurisdiction, and to recover court costs, reasonable expenses of litigation, reasonable attorneys' fees, and any other appropriate remedies.

(f) You assign and transfer to us all rights or interests that you have or may have in any previous or current customer, students, class attendees, campers lists, lists of potential students, and lists of referral sources, compiled by you during the Term of this Agreement (the "Lists"), with the result that the Lists are and remain our sole property. We grant you the right and license to use the Lists during the Term solely for the purposes contemplated by this Agreement.

18.2 Infringements and Claims. You must notify us immediately in writing of any apparent infringement of or challenge to your use of any Mark or Intellectual Property, or claim by any person of any rights in any Mark or Intellectual Property or similar copyright, trade name, trademark or service mark of which you become aware. You must not communicate with anyone except us and our attorneys in connection with any such infringement, challenge or claim. We have the sole discretion to take whatever action we deem appropriate. We have the sole right to control exclusively any U.S. Patent and Trademark Office, U.S. Copyright Office, litigation or other proceeding or any other litigation or other proceeding arising out of any infringement, challenge or claim relating to any Mark or Intellectual Property. You must sign any documents, give any assistance, and do any acts that our attorneys believe are necessary or advisable in order to protect and maintain our interests in any litigation or proceeding related to the Marks or Intellectual Property or otherwise to protect and maintain our interests in the Marks or Intellectual Property. You may not, at any time, contest the validity or ownership of any of the Marks or Intellectual Property, or assist any other person in contesting the validity or ownership of any of the Marks or Intellectual Property.

18.3 Discontinuance of Use. If it becomes advisable at any time in our sole judgment for your Franchise to modify or discontinue the use of any of the Marks or for your Franchise to use one (1) or more additional or substitute trademarks or service marks, you agree at your expense to comply with our directions to modify or otherwise discontinue the use of such Mark or Intellectual Property, or use one (1) or more additional or substitute trademarks or service marks, within a reasonable time after our notice to you.

18.4 Franchisee Name. You may not use the words "Code Wiz," in your legal entity's name. You will hold yourself out to the public as an independent contractor operating a Code Wiz Franchise. Whenever practical, you will clearly indicate on your business checks, stationery, business cards, invoices, receipts, advertising, public relations and promotional materials, website, Social Media Platforms and other written materials that you are a franchisee. You will file for a certificate of assumed name (d/b/a) in the manner required by applicable state and/or local law so as to notify the public that you are operating your business as an independent business pursuant to this Agreement. Prior to adoption of an assumed name, you shall obtain the written approval of such name from us.

18.5 Further Reservation Rights. Because complete and detailed uniformity under many varying conditions may not be possible or practical, we specifically reserve the right and privilege, in our sole and unrestricted discretion and as we may deem to be in the best interests of all concerned in any specific instance, to vary standards for any franchisee or franchisees based upon the peculiarities of a particular territory, density of population, business potential, business practice or other condition important to the successful operation of such franchise owner's business. We may grant to one (1) or more franchisees variations from standard specifications and practices as we determine in our sole and unrestricted discretion, and we shall have no obligation to grant you like or similar variations. You acknowledge that, over time, we have entered, and will continue to enter, into agreements with other franchisees that may contain provisions, conditions and obligations that differ from those contained in this Agreement. The existence of different forms of agreement does not affect our or your duties to comply with the terms of this Agreement.

19. INDEMNITY.

19.1 By You. You agree to indemnify, defend and hold harmless us, our affiliates and us and our affiliates' respective members, managers, directors, officers, owners, employees, agents, contractors, advisors, successors and assignees (the "Indemnified Parties") against and to reimburse any one (1) or more of the Indemnified Parties for all losses, expenses, judgments, settlements, claims, liabilities, attorneys' fees, costs (including, without limitation, expert witness fees, court costs, accountants' fees, travel and living expenses) and damages arising out of any claim directly or indirectly (i) related to the operation of your Franchise; (ii) related to on-site training, assistance or support provided to you by our employees or personnel; (iii) arising out of a breach of this Agreement or any other agreement with us or any affiliate of ours; or (iv) any and all taxes described in this Agreement, provided, however, that you shall not be required to hold harmless or indemnify us for any losses relating to any claim to the extent such losses arise out of our gross negligence or willful misconduct. This indemnity will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. Under no circumstances will we or any other Indemnified Party be required to seek recovery from any insurer or other third party, or otherwise to mitigate our, their or your losses and expenses. You agree that a failure to pursue such recovery or mitigate a loss will in no way reduce or alter the amounts we or another Indemnified Party may recover from you.

19.2 By Us. We agree to hold harmless and indemnify you against any claim for copyright, service mark or trademark infringement, including reasonable attorneys' fees and court costs in connection with such claims, arising out of your authorized use of our materials or the Intellectual Property or Marks in accordance with this Agreement and the Manual, provided, that such use was in accordance with the terms of this Agreement and the Manual as determined by us in our sole discretion and you notify us in writing within ten (10) days, or within such shorter period as is necessary to avoid prejudice, after learning of any claim, and also provided we have the right to control any litigation or proceeding resulting from any such claim.

20. TRANSFERS.

20.1 By Us. This Agreement and the franchise is fully assignable by us (without prior notice to you) and shall inure to the benefit of any assignee(s) or other legal successor(s) to our interest in this Agreement, provided that we shall, subsequent to any such assignment, remain liable for the performance of our obligations under this Agreement up to the effective date of the assignment. We may also delegate some or all of our obligations under this Agreement to one or more persons without assigning the Agreement.

20.2 By You. We have granted the Franchise to you in reliance upon our perceptions of your and your Owners' individual or collective character, skill, aptitude, business ability and financial capacity. Accordingly, you may make no Transfer (as defined below) without our prior written approval. Any purported Transfer without such approval will be a breach of this Agreement and will entitle us to terminate this Agreement.

20.3 Definition of Transfer. As used in this Agreement, the term "Transfer" means you or your Owners' voluntary, involuntary, direct or indirect assignment, sale, gift, pledge, mortgage, disposal or other disposition of any legal or beneficial interest in: (i) this Agreement, (ii) any material asset of the Franchise, or (iii) more than twenty-five percent (25%) of the ownership interest in the Franchise entity, whether in the form of equity or voting interest (provided that a Transfer of less than twenty percent (25%) of an Owner's ownership interest in the Franchise entity, whether in the form of equity or voting interest, may occur in accordance with the requirements of Section 20.4 below). "Transfer" also includes (i) the merger or consolidation of your Franchise entity; and (ii) the issuance of additional securities or other ownership interests of the Franchise entity comprising more than twenty-five percent (25%) of the ownership interest whether in the form of equity or voting interest. It includes transfers resulting from proceedings under the U.S. Bankruptcy Code or any similar law, and transfers resulting from divorce.

20.4 Transfer of Less than 25% of Franchise Entity. Prior to the transfer of twenty-five percent (25%) or less of the total ownership interest in the Franchise by an Owner:

(a) the transferee and its Owners must meet or exceed the approval criteria applied to new franchisees of the System, including, without limitation, passing a background check and having sufficient business experience, aptitude and financial resources to operate the Franchise, all determined by us at our sole discretion;

(b) all transferring Owners and their spouses must sign a General Release (or any other form required by us or as allowed under applicable law) of any and all claims against us and our affiliates, members, owners, officers, directors, employees, consultants, advisors, and agents;

(c) we must have approved the material terms and conditions of such Transfer and determined that the price and terms of payment will not adversely affect the operation of the Franchise;

(d) if applicable, any new Operating Principal must successfully complete our Initial Training;

(e) the transferee and its Owners must execute and agree to be bound by all the terms and conditions of the Owner's Agreement, Protection Agreement and any other agreements reasonably required by us;

(f) you reimburse us for any reasonable legal and administrative costs we incur in connection with the transfer outlined in this Section 20.4; and

(g) you have paid all amounts owed to us, our affiliates, approved suppliers or to third-party creditors and have submitted to us all required reports and statements.

20.5 Notice of Transfer. You agree to notify us of any purported Transfer and provide us with any information we may reasonably request in order to permit us to evaluate such Transfer. If we do not exercise our right of first refusal under Section 20.10, we agree not to unreasonably withhold our approval of a Transfer. If we approve the Transfer, then you will be free, for thirty (30) days following such approval, to effect the Transfer approved by us.

20.6 Conditions for Approval of Transfer. If you are in full compliance with this Agreement, then subject to the other provisions of this Agreement, we will approve a Transfer that meets all the applicable requirements of this Section:

(a) the transferee and its Owners meet or exceed the approval criteria applied to new franchisees of the System, including, without limitation, passing a background check and having sufficient business experience, aptitude and financial resources to operate the Franchise, all determined at our sole discretion;

(b) you have paid all amounts owed to us, our affiliates, approved suppliers or to third-party creditors and have submitted to us all required reports and statements;

(c) if applicable, the new Operating Principal of transferee successfully completes Initial Training;

(d) the transferee has entered into our then-current form of franchise agreement and any required related agreements for a term ending on the expiration date of this Agreement and requiring no Initial Franchise Fee, provided, that if the transfer is for an ownership interest in the Franchise, the transferee or transferees of such ownership interest sign the Owners Agreement, Protection Agreement and any other related agreements reasonably required by us;

(e) the transferee agrees to upgrade the Franchise to conform to our then-current System Standards including making any trade dress upgrades we require;

(f) you or the transferee pay us a transfer fee equal to fifty percent (50%) of the then-current Initial Franchise Fee, which is payable upon our approval of the transferee;

(g) you and all transferring Owners and their spouses have signed a General Release (or any other form required by us or as allowed under applicable law) of any and all claims against us and our affiliates, members, owners, officers, directors, employees, consultants, advisors, and agents;

(h) we have approved the material terms and conditions of such Transfer and determined that the price and terms of payment will not adversely affect the transferee's operation of the Franchise;

(i) if you or your Owners finance any part of the sale price of the transferred interest, you and/or your Owners have agreed that all of the transferee's obligations pursuant to any promissory notes, agreements or security interests that you or your Owners have reserved in the Franchise are subordinate to the transferee's obligation to pay Royalty Fees and Brand Development Fund Contributions and other amounts due to us and otherwise to comply with this Agreement; and

(j) upon our request, you have agreed that you will provide guidance and support related to the operation of the Franchise and compliance of System Standards at the discretion of the transferee for a period of no less than thirty (30) days from the day the transferee satisfactorily completes all training required by us.

20.7 Transfer Upon Death or Disability of Owner. Upon the death or disability of an Owner owning a controlling interest in you, we may require you or such Owner (or such Owner's executor, administrator, conservator, guardian or other personal representative) to Transfer such interest to a third party. Such disposition (including, without limitation, transfer by bequest or inheritance) must be completed not more than one hundred and eighty (180) days from the date of death or disability. Your estate or legal representative must apply to us for the right to transfer to the next of kin within 120 calendar days of your death or disability. Such disposition will be subject to all of the terms and conditions applicable to Transfers contained in this Section. A failure to Transfer the ownership interest of the deceased or disabled controlling Owner within this period of time constitutes a breach of this Agreement. For purposes of this Agreement, the term "disability" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent any Owner of a controlling interest in you from managing and operating the Franchise.

20.8 Operation Upon Death or Disability of Operating Principal. Upon the death or disability of your Operating Principal, you or your Operating Principal's executor, administrator, conservator, guardian or other personal representative must within a reasonable time, not to exceed fifteen (15) days from the date of death or disability, appoint a new Operating Principal with the authority to bind the Franchise who must be approved by us. Such Operating Principal will be required to complete training at your expense and must be approved by us. In the event the Franchise was being managed by the deceased or disabled Operating Principal and not a Designated Manager then, pending the appointment of an Operating Principal as provided above or if, in our judgment, the Franchise is not being managed properly any time after the death or disability of the Operating Principal, we have the right, but not the obligation, to appoint a manager to act as the Designated Manager for the Franchise. All funds from the operation of the Franchise during the management by our appointed manager will be kept in a separate account, and all expenses of the Franchise, including compensation, other costs and travel and living expenses of our manager, will be charged first to this separate account and then to your Franchise's general bank account. We also have the right to charge a management fee of twenty percent (20%) of Gross Sales earned during the period that our appointed manager operates the Franchise. Operation of the Franchise during any such period will be on your behalf, provided that we only have a duty to utilize commercially reasonable efforts and will not be liable to you or your Owners for any debts, losses or obligations incurred by the Franchise or to any of your creditors for any products, materials, supplies or services the Franchise purchases during any period it is managed by our appointed manager.

20.9 Effect of Consent to Transfer. Our consent to a Transfer of this Agreement and the Franchise or any interest in you does not constitute a representation as to the fairness of the terms of any contract between you and the transferee, a guarantee of the prospects of success of the Franchise or transferee or a waiver of any claims we may have against you (or your Owners) or of our right to demand the transferee's exact compliance with any of the terms or conditions of this Agreement

20.10 Our Right of First Refusal. If you or any Owner receives a bona fide arm's length offer to purchase its interest in this Agreement, in any material assets of the Franchise or in the Franchise or you or any Owner proposes to Transfer any interest in this Agreement, in any material assets of the Franchise or in the Franchise, in whole or in part, to a person other than an entity of which your Owners are the sole owners, shareholders, members, or partners, you must first offer to sell said interest and/or asset(s) to us. You must provide us the terms of the offer received or made by you and we shall have thirty (30) days from the receipt of said statement to either accept or refuse such offer. Acceptance by us must be at the same price and on the same terms set forth in the written statement submitted by you, provided that we may, in our sole discretion, substitute cash in place of any finance terms set forth in the written offer statement. If we fail to accept the offer within the thirty (30) day period, you are free to effect the disposition described in the statement upon the exact terms set forth in the statement delivered to us, provided that nothing in this Section may be interpreted as limiting the requirements of this Agreement relating to transfer of rights under this Section 20 and provided that, if the sale to such transferee is not completed within one hundred twenty (120) days after delivery of such offer to us, or if there is a material change in the terms of the sale (which you agree promptly to communicate to us), we will have an additional right of first refusal during the thirty (30) day period following either the expiration of such one hundred twenty (120) day period or notice to us of the material change(s) in the terms of the sale, either on the terms originally offered or the modified terms, at our option. Furthermore, if you are insolvent, or upon the filing of any petition by or against you under provisions of any bankruptcy law, we have the first right to purchase the Franchise, for the amount and pursuant to terms established by an independent appraiser selected by us. Unless such sale is to us or a Code Wiz franchisee, all Marks must be removed and completely de-identified from any assets sold to a third party.

20.11 Waiver of Interference Claims. You acknowledge that we have legitimate reasons to evaluate the qualifications of potential transferees and to analyze and critique the terms of their purchase contracts with you. You also acknowledge that our contact with potential transferees for the purpose of protecting our business interests will not constitute wrongful conduct, including without limitation, unlawful interference with your business or contracts. You expressly authorize us to investigate any potential transferee's qualifications, to analyze and critique the proposed purchase terms with the transferee, and to withhold consent to economically questionable transactions. Without limitation of the foregoing, you waive any claim that any action we take in relation to a proposed transfer to protect our business interests constitutes tortious interference with contractual or business relationships

21. TERMINATION.

21.1 By You. You may terminate this Agreement if we materially breach this Agreement and fail to cure the breach within 90 days after you send us a written notice specifying the nature of the breach. If you terminate this Agreement, you must still comply with your post-termination obligations described in Section 22 and all other obligations that survive the expiration or termination of this Agreement.

21.2 Termination By Us Without Cure Period. We may, in our sole discretion, terminate this Agreement upon five (5) days' written notice, without opportunity to cure, for any of the following reasons, all of which constitute material events of default under this Agreement:

(a) if the Operating Principal or Designated Manager fails to satisfactorily complete Initial Training;

(b) if you fail to obtain our approval of your Location within the time period required by Sections 7.1(a);

(c) if you fail to open your Franchise within the time period required by Section 7.7;

(d) if you become insolvent by reason of your inability to pay your debts as they become due or you file a voluntary petition in bankruptcy or any pleading seeking any reorganization, liquidation, dissolution or composition or other settlement with creditors under any law, or are the subject of an involuntary bankruptcy (which may or may not be enforceable under the Bankruptcy Act of 1978);

(e) if your Franchise, or a substantial portion of the assets associated with your Franchise, are seized, taken over or foreclosed by a government official in the exercise of his or her duties, or seized, taken over or foreclosed by a creditor, lienholder or lessor; or a final judgment against you of at least $5,000 remains unsatisfied for 30 days (unless a supersedes or other appeal bond has been filed); or a levy of execution has been made upon the license granted by this Agreement or upon any property used in your Franchise Business, and it is not discharged within five (5) days of the levy;

(f) if you abandon or fail to operate your Franchise for five (5) consecutive business days, unless the failure is due to an event of force majeure or another reason that we approve;

(g) if a regulatory authority suspends or revokes a license or permit held by you or an Owner that is required to operate the Franchise, even if you or the Owner still maintain appeal rights;

(h) if you or an Owner (a) is convicted of or pleads no contest to a felony, a crime involving moral turpitude or any other material crime or (b) is subject to any material administrative disciplinary action or (c) fails to comply with any material federal, state or local law or regulation applicable to your Franchise;

(i) if you or an Owner commits an act that can reasonably be expected to adversely affect the reputation of the System or the goodwill associated with the Marks;

(j) if you manage or operate your Franchise in a manner that presents a health or safety hazard to your customers, employees or the public;

(k) if you fail to pay any amount owed to us or an affiliate of ours within five (5) days after receipt of a demand for payment;

(l) if you or an Owner make any material misrepresentation to us, whether occurring before or after being granted the franchise, including any intentional underreporting Gross Sales;

(m) if you inadvertently underreport any amount owed to us by at least two percent (2%), after having already committed a similar breach that had been cured in accordance with this Agreement;

(n) if you make an unauthorized Transfer;

(o) if you make an unauthorized use of the Intellectual Property;

(p) if you breach any of the brand protection covenants described in Section 15;

(q) if any Owner, or the spouse of any Owner, breaches a Franchise Owner Agreement;

(r) if the lease for your premises is terminated due to your default;

(s) if you commit three (3) or more defaults during the Term, regardless of whether such defaults were cured; or

(t) if we terminate any other agreement between you and us or if any affiliate of ours terminates any agreement between you and the affiliate because of your default.

21.3 Additional Conditions of Termination. In addition to our termination rights in Section 21.2, we may, in our sole discretion, terminate this Agreement upon 30 days' written notice if you or an Owner fail to comply with any other provision of this Agreement (including any mandatory provision in the Manual) or any other agreement with us, unless such default is cured, as determined by us in our sole discretion, within such 30-day notice period. If we deliver a notice of default to you pursuant to this Section 21.3, we may suspend performance of any of our obligations under this Agreement until you fully cure the breach.

21.4 Mutual Agreement to Terminate. If you and we mutually agree in writing to terminate this Agreement, you and we will be deemed to have waived any required notice period.

22. POST-TERM OBLIGATIONS.

22.1 Obligations of You and the Owners. After the termination, expiration or Transfer of this Agreement, you and the Owners agree to:

(a) immediately cease to use the Intellectual Property;

(b) pay us all amounts that you owe us, the Brand Development Fund, the Cooperative and any approved suppliers or vendors;

(c) comply with all covenants described in Section 15 that apply after the expiration, termination or Transfer of this Agreement or the disposal of an ownership interest by an Owner;

(d) return all copies of the Manual, or any portions thereof, as well as all signs, sign faces, brochures, advertising and promotional materials, forms, and any other materials bearing or containing any of the Marks, Copyrights or other identification relating to a Code Wiz Business, unless we allow you to transfer such items to an approved transferee;

(e) take such action as may be required to cancel all fictitious or assumed names or equivalent registrations relating to your use of any of the Marks;

(f) provide us with a list of all of your current, former and prospective customers, students and summer camp attendees, unless prohibited by applicable law;

(g) upon our request, assign all customer contracts and related information to us (unless we allow you to transfer these items to an approved transferee) except to the extent prohibited by applicable law;

(h) make such modifications and alterations to the premises that are necessary or that we require to prevent any association between us or the System and any business subsequently operated by you or any third party at the premises; provided, however, that this subsection shall not apply if your franchise is transferred to an approved transferee or if we exercise our right to purchase your entire Business;

(i) notify all telephone companies, listing agencies and domain name registration companies (collectively, the "Agencies") of the termination or expiration of your right to use: (a) the telephone numbers and/or domain names, if applicable, related to the operation of your Franchise; and (b) any regular, classified or other telephone directory listings associated with the Marks (you hereby authorize the Agencies to transfer such telephone numbers, domain names and listings to us and you authorize us, and appoint us and any officer we designate as your attorney-in-fact to direct the Agencies to transfer the telephone numbers, domain names and listings to us if you fail or refuse to do so); and

(j) provide us with satisfactory evidence of your compliance with the above obligations within 30 days after the effective date of the termination, expiration or Transfer of this Agreement.

23. RIGHT TO PURCHASE FACILITY AND ASSETS.

If this Agreement expires or is terminated by either party for any reason whatsoever then we have the right, but not the obligation, to purchase your Franchise, inventory, and equipment, and all other assets owned by you in your Franchise and to acquire your lease or other contract rights (hereinafter referred to in this provision as the "Franchise Assets") at book value (cost less depreciation, with depreciation being determined by the shorter of (a) five (5) years; or (b) the time period used by you in connection with the preparation of the financial statements for your Franchise) without considering any value for goodwill associated with the name "Code Wiz." We will have the right, but not the obligation, to purchase any or all of the Franchise Assets from you for cash within thirty (30) days after the occurrence of the event triggering our right of first refusal. Nothing in this provision may be construed to prohibit us from enforcing the terms and conditions of this Agreement, including the covenants not to compete.

24. DISPUTE RESOLUTION.

24.1 Governing Law. Except to the extent this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 (Lanham Act, 15 U.S.C. §1051 and the sections following it) or other federal law, this Agreement and the Franchise shall be enforced and governed by and under the substantive law of the State of Massachusetts, without regard to choice of law rules, unless otherwise provided herein.

24.2 Jurisdiction. Except as otherwise set forth herein, the exclusive venue and exclusive forum for all disputes between the parties shall only be any court of general jurisdiction located in Massachusetts and/or the United States District Court for the District of Massachusetts, and each party hereby submits to the exclusive jurisdiction of those courts for purposes of any such proceeding.

24.3 Internal Dispute Resolution. You must first bring any claim or dispute between you and us to our CEO, after providing notice as set forth in Section 25.15 below. We must respond to your notice inquiry within ten (10) business days of receipt or otherwise it is deemed denied. You must exhaust this internal dispute resolution procedure ("IDR") before you may bring your dispute before a third party. You agree that we have sixty (60) days to attempt to resolve your claim or dispute with IDR (the "IDR Period"). This agreement to first attempt resolution of disputes internally through IDR will survive termination or expiration of this Agreement.

24.4 Mediation. At our sole discretion, any disputes and claims arising out of or relating to this Agreement, the rights and obligations of the parties hereto, third-party beneficiaries, and/or any guarantors and/or transferees of this Agreement, or any claims between any of the above listed parties, or any other claims or causes of action relating to the making, interpretation, or performance of either party under this Agreement or that is in any way related to your Franchise, may be submitted to non-binding mediation conducted before a sole neutral mediator referred by the American Arbitration Association ("AAA") in accordance with its Commercial Mediation Procedures. Mediation will be conducted in Massachusetts. The parties shall each bear all of their own costs of mediation; provided, however, the fees of the mediator shall be divided equally between you and us. The mediator will be disqualified as a witness, expert or counsel for any party with respect to the dispute and any related matter. Mediation is a compromise negotiation and will constitute privileged communications under the law governing this Agreement. The entire mediation process will be confidential and the conduct, statements, promises, offers, views and opinions of the mediator and the parties will not be discoverable or admissible in any legal proceeding for any purpose; provided, however, that evidence which is otherwise discoverable or admissible will not be excluded from discovery or admission as a result of its use in the mediation. We will notify you of our election to submit any dispute to non-binding mediation within thirty (30) days after the end of the IDR Period or at the time we provide you with notice of a dispute, claim, or alleged cause of action, as applicable.

24.5 Arbitration. At our sole discretion, any disputes and claims arising out of or relating to this Agreement, the rights and obligations of the parties hereto, third-party beneficiaries, and/or any guarantors and/or transferees of this Agreement, or any claims between any of the above listed parties, or any other claims or causes of action relating to the making, interpretation, or performance of either party under this Agreement or that is in any way related to the Franchise, may be resolved by submission to binding arbitration by and before a neutral attorney with substantive background in franchising referred by AAA and selected by the parties in accordance with the Federal Arbitration Act ("FAA") and the then-existing Commercial Arbitration Rules of the AAA. All hearings and other proceedings will take place in Massachusetts. We will notify you of our election to submit any dispute to arbitration within thirty (30) days of a non-binding mediation determination pursuant to Section 24.4 above, or if we do not elect mediation under Section 24.4, within (i) thirty (30) days after the end of the IDR Period, or (ii) at the time we provide you with notice of a dispute, claim, or alleged cause of action, as applicable.

(a) The following shall supplement and, in the event of a conflict with any law or rule, including but not limited to the AAA Commercial Arbitration Rules, shall govern any dispute submitted to arbitration. The parties shall select one (1) arbitrator from the proposed list of arbitrators provided by the AAA, as applicable, who must have a substantive background in franchising. If the parties are unable to agree upon an arbitrator, each party to the dispute shall have fifteen (15) days from the transmittal date of the proposed list in which to strike names objected to, number the remaining names in order of preference, and return the list to the AAA. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the AAA as applicable shall invite the acceptance of an arbitrator to serve. If the parties fail to agree on any of the persons named, or if acceptable arbitrators are unable to act, or if for any other reason the appointment cannot be made from the submitted lists, the process of submitting lists shall continue until a suitable arbitrator is selected. In all aspects of conducting the arbitration and in rendering his or her decision, the arbitrator shall enforce and apply the substantive laws of the State of Massachusetts for interpretation of this Agreement, without regard to choice of law rules. The parties may conduct one seven-hour discovery deposition of a designated representative of the opposing party. Any party wishing to take such a deposition must describe with reasonable particularity, in the notice of deposition, the matters to be inquired into at the deposition, and the party producing the designated representative must designate one (1) or more officers, directors, or managing agents who consent to testify on its behalf. No other discovery depositions shall occur, unless the arbitrator find such additional depositions to be necessary after written request and an opportunity to be heard. Each party shall be permitted up to ten (10) interrogatories and reasonable requests for production of documents. Each party shall be entitled to file a motion to dismiss, a motion for summary judgment and reasonable motions in limine. The arbitrator shall permit a responding party a reasonable period of time to respond in writing to any such motions. The arbitrator shall apply the Federal Rules of Evidence at the hearings. The arbitrator's award shall include an award of pre-hearing interest from the date upon which any damages were incurred, and from the date of the award until paid in full, at a rate to be fixed by the arbitrator, but in no event less than one and one-half (1.5%) per month, or part of a month (unless a lower rate is required by law). The prevailing party shall be entitled to recover from the non-prevailing party all costs of arbitration, including, without limitation, the arbitrator's fee, interest, and costs of investigation. In addition, the prevailing party shall be entitled to an award of its reasonable and necessary attorneys' fees. The arbitration hearings shall be completed within one hundred and fifty (150) days of the filing of the arbitration demand, unless the arbitrator, for good cause, must extend this deadline.

(b) The arbitrator shall have no authority to amend or modify the terms of this Agreement. To the extent permitted by applicable law, no issue of fact or law shall be given preclusive or collateral estoppel effect in any arbitration hereunder, except to the extent such issue may have been determined in another proceeding between the parties. Judgment upon the award of the arbitrator shall be submitted for confirmation to the United States District for the District of Massachusetts or any other court of general jurisdiction located in Massachusetts, and, if confirmed, may be subsequently entered and/or docketed, including as a judgment, in any court having competent jurisdiction. Similarly, any appeals from and/or relating to any arbitration which may be brought in accordance with this Section 24.5 shall be heard before the United States District Court for the District of Massachusetts, or any other court of general jurisdiction located in Massachusetts.

(c) The arbitration provisions of this Agreement shall survive any termination or expiration thereof.

24.6 Injunctive Relief. Nothing contained in this Agreement shall prevent us from applying to and/or obtaining, from any court having competent jurisdiction, a writ of attachment, injunctive relief, including without limitation a temporary injunction or preliminary injunction, and/or other emergency relief available to safeguard and protect our interests. We are entitled to seek this relief without the posting of any bond or security and, if a bond is nevertheless required by a court of competent jurisdiction, the parties expressly agree that the sum of one hundred dollars ($100) is a sufficient bond.

24.7 Third Party Beneficiaries. Our affiliates, the Cooperative, and the Brand Development Fund and their respective officers, directors, members, agents, representatives, and employees are express third-party beneficiaries of the provisions of this Agreement, including the mediation and arbitration provisions set forth in this Section 24, each having authority to specifically enforce the right to mediate/arbitrate/litigate claims asserted against such person(s) by you or asserted in relation to this Agreement. Other than us, you and the foregoing expressly listed beneficiaries, this Agreement does not confer any rights or remedies upon any other person or entity.

24.8 Prior Notice of Claims. As a condition precedent to commencing an action for damages or for our violation or breach of this Agreement, you must notify us in writing within ninety (90) days after the occurrence of the violation or breach, and failure to timely give such notice will preclude any claim for damages.

24.9 Cumulative Remedies. The remedies available to any party if the other party breaches this Agreement are cumulative. The exercise of any remedy will not limit any other remedies that may be available. Both parties will also be entitled to any and all remedies available under applicable law.

24.10 Waiver of Punitive Damages. WITHOUT LIMITING YOUR OBLIGATIONS TO INDEMNIFY US PURSUANT TO THIS AGREEMENT, BOTH PARTIES EACH WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO, OR CLAIM OF, ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER. YOU AND WE ALSO AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN YOU AND US, THE PARTY MAKING A CLAIM WILL BE LIMITED TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS AND ANY OTHER DAMAGES AWARD SPECIFICALLY REFERENCED IN THIS AGREEMENT.

24.11 Limitations of Claims. ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP BETWEEN AND/OR AMONG YOU AND US MUST BE MADE BY WRITTEN NOTICE TO THE OTHER PARTY WITHIN ONE (1) YEAR FROM THE OCCURRENCE OF THE FACTS GIVING RISE TO SUCH CLAIM (REGARDLESS OF WHEN IT BECOMES KNOWN); EXCEPT FOR CLAIMS ARISING FROM: (A) INDEMNIFICATION; (B) UNAUTHORIZED USE OF THE MARKS, INTELLECTUAL PROPERTY OR CONFIDENTIAL INFORMATION; OR (C) VIOLATION OF ANY DATA PRIVACY LAW. HOWEVER, THIS PROVISION DOES NOT LIMIT THE RIGHT TO TERMINATE THIS AGREEMENT IN ANY WAY.

24.12 Waiver of Jury Trial. BOTH PARTIES IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER YOU OR US.

24.13 Waiver of Class Actions. Each of the parties hereby irrevocably waives the right to litigate on a class action basis, in any action, proceeding, or counterclaim, whether at law or in equity, brought by any party.

24.14 Arbitration/Litigation Expenses. In any action or dispute, at law or in equity, that may arise under or otherwise relate to the terms of this Agreement, the prevailing party shall be entitled to full reimbursement of its arbitration or litigation expenses from the other party. Litigation or arbitration expenses include reasonable attorneys' fees, arbitrator's fee, defense costs, witness fees, including expert witness fees, and costs and other related expenses including paralegal fees, administrative costs, investigative costs, court reporter fees, sales and use taxes, if any, travel and lodging expenses, court or arbitration costs, and all other charges billed by the attorneys to the prevailing party. Reimbursement is due within thirty (30) days of written notice of an award or other notice of the expenses due. If we engage legal counsel for your failure to pay when due any monies owed under this Agreement or to submit when due any reports, information or supporting records, or for any failure otherwise to comply with this Agreement, you must reimburse us on demand for all of the above-listed expenses we incur during the Term or thereafter.

25. GENERAL PROVISIONS.

25.1 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

25.2 Relationship of the Parties. You understand and agree that nothing in this Agreement creates a fiduciary relationship between you and us or is intended to make either party a general or special agent, legal representative, subsidiary, joint venture, partner, employee or servant of the other for any purpose. During the Term, you must conspicuously identify yourself at your base of operations, and in all dealings with third parties, as a franchisee of ours and the independent owner of your Franchise. You agree to place such other notices of independent ownership on such forms, stationery, advertising, business cards and other materials as we may require from time to time. Neither we nor you are permitted to make any express or implied agreement, warranty or representation, or incur any debt, in the name of or on behalf of the other, or represent that our relationship is other than franchisor and franchisee. In addition, neither we nor you will be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized by this Agreement.

25.3 Severability and Substitution. Each section, subsection, term and provision of this Agreement, and any portion thereof, shall be considered severable. If any applicable and binding law imposes mandatory, non-waivable terms or conditions that conflict with a provision of this Agreement, the terms or conditions required by such law shall govern to the extent of the inconsistency and supersede the conflicting provision of this Agreement. If a court concludes that any promise or covenant in this Agreement is unreasonable and unenforceable: (i) the court may modify such promise or covenant to the minimum extent necessary to make such promise or covenant enforceable; or (ii) we may unilaterally modify such promise or covenant to the minimum extent necessary to make such promise or covenant enforceable.

25.4 Waivers. We and you may by written instrument unilaterally waive or reduce any obligation for restriction upon the other. Any waiver granted by us shall be without prejudice to any other rights we may have. We and you shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement (including the right to demand exact compliance with every term, condition and covenant in this Agreement or to declare any breach of this Agreement to be a default and to terminate the franchise before the expiration of its term) by virtue of: (i) any custom or practice of the parties at variance with the terms of this Agreement; (ii) any failure, refusal or neglect of us or you to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations under this Agreement, including any mandatory specification, standard, or operating procedure; (iii) any waiver, forbearance, delay, failure or omission by us to exercise any right, power or option, whether of the same, similar or different nature, relating to other Code Wiz franchisees; or (iv) the acceptance by us of any payments due from you after breach of this Agreement.

25.5 Approvals. Whenever this Agreement requires our approval, you must make a timely written request for approval, and the approval must be in writing in order to bind us. Except as otherwise expressly provided in this Agreement, if we fail to approve any request for approval within the required period of time, we shall be deemed to have disapproved your request. If we deny approval and you seek legal redress for the denial, the only relief to which you may be entitled is to acquire our approval. You are not entitled to any other relief or damages for our denial of approval.

25.6 Force Majeure. Neither we nor you shall be liable for loss or damage or deemed to be in breach of this Agreement if our or your failure to perform our or your obligations results from any event of force majeure. Any delay resulting from an event of force majeure will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

25.7 Binding Effect. This Agreement is binding upon the parties to this Agreement and their respective executors, administrators, heirs, assigns and successors in interest. Our affiliates, the Cooperative, and the Brand Development Fund and their respective officers, directors, members, agents, representatives, and employees are express third-party beneficiaries of the provisions of this Agreement, including the mediation and arbitration provisions set forth in this Section 25, each having authority to specifically enforce the right to mediate/arbitrate/litigate claims asserted against such person(s) by you or asserted in relation to this Agreement. Other than us, you and the foregoing expressly listed beneficiaries, this Agreement does not confer any rights or remedies upon any other person or entity.

25.8 Integration. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT, EXCEPT AS PERMITTED BY SECTION 12.2 AND SECTION 25.3, BE CHANGED EXCEPT BY A WRITTEN DOCUMENT SIGNED BY BOTH PARTIES. Any e-mail correspondence or other form of informal electronic communication shall not be deemed to modify this Agreement unless such communication is signed by both parties and specifically states that it is intended to modify this Agreement. The attachment(s) are part of this Agreement, which, together with any Amendments or Addenda executed on or after the Effective Date, constitutes the entire understanding and agreement of the parties, and there are no other oral or written understandings or agreements between us and you about the subject matter of this Agreement. As referenced above, all mandatory provisions of the Manual are part of this Agreement. Any representations not specifically contained in this Agreement made before entering into this Agreement do not survive after the signing of this Agreement. This provision is intended to define the nature and extent of the parties' mutual contractual intent, there being no mutual intent to enter into contract relations, whether by agreement or by implication, other than as set forth above. The parties acknowledge that these limitations are intended to achieve the highest possible degree of certainty in the definition of the contract being formed, in recognition of the fact that uncertainty creates economic risks for both parties which, if not addressed as provided in this Agreement, would affect the economic terms of this bargain. Nothing in this Agreement is intended to disclaim any of the representations we made in the Franchise Disclosure Document.

25.9 Covenant of Good Faith and Reasonable Business Judgment. If applicable law implies a covenant of good faith and fair dealing in this Agreement, the parties agree that the covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement. Additionally, if applicable law shall imply the covenant, you agree that: (i) this Agreement (and the relationship of the parties that is inherent in this Agreement) grants us the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with our explicit rights and obligations under this Agreement that may affect favorably or adversely your interests; (ii) we will use our judgment in exercising the discretion based on our assessment of our own interests and balancing those interests against the interests of our franchisees generally (including ourselves and our affiliates if applicable), and specifically without considering your individual interests or the individual interests of any other particular franchisee; (iii) we will have no liability to you for the exercise of our discretion in this manner, so long as the discretion is not exercised in bad faith; and (iv) in the absence of bad faith, no trier of fact in any arbitration or litigation shall substitute its judgment for our judgment so exercised. The term "Reasonable Business Judgement" refers to, means and relates to any and all decisions, actions and choices made by us concerning or relating to this Agreement, the System, Code Wiz Businesses and your Code Wiz Business where we undertake or make such decision with the intention of benefitting or acting in a way that could benefit the System including, as examples and without limitation, enhancing the value of the Marks, increasing customer satisfaction, minimizing potential customer confusion as to the Marks, determining designated territory markets, minimizing potential customer confusion as to the location of Code Wiz Businesses, expanding brand awareness of the Marks, implementing marketing and accounting control systems, approving products, services, supplies and equipment. We agree that when a decision, determination, action and/or choice is made by us in our Reasonable Business Judgment that such decision, determination, action or choice made by us shall take precedence and prevail, even if other alternatives, determinations, actions and/or choices are reasonable or arguably available and/or preferable. You agree that in connection with any decision, determination, action and/or choice made by us in our Reasonable Business Judgment that: (a) we possess a legitimate interest in seeking to maximize our profits; (b) we shall not be required to consider you individual economic or business interests as compared to the overall System; and (c) should we economically benefit from such decision, determination, action and/or choice that such economic benefit to us shall not be relevant to demonstrating that we did not exercise reasonable business judgment with regard to our obligations under this Agreement and/or with regard to the System. You agree that neither you and/or any third party, including, but not limited to, any third party acting as a trier of fact, shall substitute your or such third party's judgment for our Reasonable Business Judgment. You further agree that should you challenge our Reasonable Business Judgment in any legal proceeding that you shall possess the burden of demonstrating, by clear and convincing evidence, that Franchisor failed to exercise Franchisor's Reasonable Business Judgment.

25.10 Rights of Parties are Cumulative. The rights of the parties under this Agreement are cumulative and no exercise or enforcement by either party of any right or remedy under this Agreement will preclude any other right or remedy available under this Agreement or by law.

25.11 Survival. All provisions that expressly or by their nature survive the termination, expiration or Transfer of this Agreement (or the Transfer of an ownership interest in the franchise) shall continue in full force and effect subsequent to and notwithstanding its termination, expiration or Transfer and until they are satisfied in full or by their nature expire, including, without limitation, Section 12, Section 13, Section 15, Section 16, Section 18, Section 19, Section 22, Section 24 and Section 25.

25.12 Construction. The headings in this Agreement are for convenience only and do not define, limit or construe the contents of the sections or subsections. All references to Sections refer to the Sections contained in this Agreement unless otherwise specified. All references to days in this Agreement refer to calendar days unless otherwise specified. The term "you" as used in this Agreement is applicable to one or more persons or an Entity, and the singular usage includes the plural and the masculine and neuter usages include the other, the feminine, and the possessive.

25.13 Time of Essence. Time is of the essence in this Agreement and every term thereof.

25.14 Compliance with Anti-Terrorism Laws. You and your Owners agree to comply, and to assist us to the fullest extent possible in our efforts to comply with, Anti-Terrorism Laws (defined below). In connection with that compliance, you and your Owners certify, represent, and warrant that none of your property or interests is subject to being blocked under, and that you and your Owners otherwise are not in violation of, any of the Anti-Terrorism Laws. "Anti-Terrorism Laws" mean Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and all other present and future federal, state, and local laws, ordinances, regulations, policies, lists, and other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by you or your Owners' or any blocking of your or your Owners' assets under the Anti-Terrorism Laws, shall constitute good cause for immediate termination of this Agreement.

25.15 Notice. All notices, requests, consents and other communications required hereunder shall be in writing and shall be duly given if hand delivered and a signed receipt obtained, sent by registered or certified mail, postage prepaid, return receipt requested, sent by overnight express type service, or sent by telecommunication with confirmed delivery, including electronic mail, addressed:

YOU:	As set forth below your signature on this Agreement
US:	Code Wiz Franchise Systems, LLC Attn: Ruth 9 Cornerstone Square Westford, MA 01886 Email: ruth@thecodewiz.com

If to you, to the address, email and facsimile indicated on Schedule I to this Agreement. In the alternative, notice shall be sent to such other address as you or us shall have specified in a written notice given to the other party. Each such notice shall be deemed delivered (a) on the date delivered, if by personal delivery;

(b) one (1) day after notice is sent, if by overnight express type service; (c) on the date of transmission by telecommunication with confirmed delivery, if by electronic mail or other electronic method; and (d) on the first occurring of (i) three (3) business days after mailing, postage prepaid, or (ii) the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed. Any notice provided by electronic mail or other electronic method shall be confirmed by one (1) of the delivery methods listed under subsection (a), (b), or (d) although this shall not affect the time notice is deemed given hereunder.

25.16 Acknowledgment. You acknowledge and represent that:

(a) We have made no promise or representation to you as to the renewal of this Agreement or the grant of a new franchise after the end of the Initial Term.

(b) This Agreement and our Franchise Disclosure Document, or "FDD", have been in your possession for at least fourteen (14) days before you signed this Agreement and before your payment of any monies to us, refundable or otherwise, and that any unilateral, material changes to this Agreement were memorialized in writing in this Agreement for at least seven (7) days before you signed this Agreement, or as otherwise required by state law;

(c) No representation has been made by us as to the future profitability of the Franchise;

(d) Neither we nor anyone acting on our behalf has made any representations, inducements, promises, or agreements, orally or otherwise, respecting the subject matter of this Franchise, which is not embodied herein or set forth in the Disclosure Document and that nothing that you believe you have been told by us or our representatives shall be binding unless it is written in this Agreement;

(e) You have conducted an independent investigation of the Franchise contemplated by this Agreement and recognize that it involves business risks which make the success of the venture largely dependent upon your business abilities and efforts;

(f) You have been given the opportunity to clarify any provision of this Agreement that you may not have initially understood and that we have advised you to have this Agreement reviewed by an attorney;

(g) Neither we nor any of our representatives and/or agents with whom you have met has made any guarantees or representations as to the extent of your success in operating a Franchise, and have not and are not in any way representing or promising any specific amounts of earnings or profits associated with your operation of the Franchise; and

(h) That fulfillment of any and all of our obligations written in this Agreement or based on any oral communications which may be ruled to be binding in a court of law shall be our sole responsibility and none of our agents, representatives, nor any individuals associated with us shall be personally liable to you for any reason.

The parties to this Agreement have executed this Agreement effective as of the Effective Date first above written.

FRANCHISOR:

Code Wiz Franchise Systems, LLC,

a Massachusetts Limited Liability Corporation

By:____
Name:____
Its:____

FRANCHISEE:

____
a(n)____

By:____
Name:____
Its:____

Owner Business Address:

____
____
____
____

SCHEDULE I

FRANCHISE DATA SHEET

1. **Effective Date**. The Effective Date set forth in the introductory paragraph of the Franchise Agreement is:_______________, 20 ___.

2. **Location**. ____

3. **Designated Area (if applicable)**.

4. **Territory**.

   If checked here: ___________ the Territory set forth in Section 3 of the Franchise Agreement will consist of a _____ mile radius around the Franchise Location.

   If checked here: __________ the Territory set forth in Section 3 of the Franchise Agreement will be comprised of following zip codes:

   ____

   ____

5. **Franchise Fee**. The Initial Franchise Fee is: .

6. **Identification of Managing Owner**. Your Managing Owner as of the Effective Date is________ __________________________you may not change the Managing Owner without prior written approval.

7. **Identification of Designated Manager**. Your Designated Manager, if applicable, as of the Effective Date is ____ You may not change the Designated Manager without prior written approval.

FRANCHISOR:

Code Wiz Franchise Systems, LLC,
a Massachusetts Limited Liability Corporation

Dated:_____________________

By: ____________________________________

Title:___________________________________

FRANCHISEE:

Dated:_____________________

____
(Entity Name)

By: ____________________________________

Title:___________________________________

SCHEDULE II

FORM OF OWNERSHIP
(CHECK ONE)

CORPORATION LIMITED LIABILITY COMPANY

If a Partnership, provide name and address of each partner showing percentage owned, whether active in management, and indicate the state in which the partnership was formed.

If a Corporation, give the state and date of incorporation, the names and addresses of each officer and director, and list the names and addresses of every shareholder showing what percentage of stock is owned by each.

If a Limited Liability Company, give the state and date of formation, the name and address of the manager(s), and list the names and addresses of every member and the percentage of membership interest held by each member.

Date and State of incorporation:____

Management (managers, officers, board of directors, etc.):

Name	Title

Members, Stockholders, Partners:

Name	Address	Percentage Owned

FRANCHISOR:

Code Wiz Franchise Systems, LLC,
a Massachusetts Limited Liability Corporation

Dated:______________________

By: ______________________________________

Title:_____________________________________

FRANCHISEE:

____
(Entity Name)

By: ______________________________________

Date:______________________

Title:_____________________________________

Exhibit A-1

OWNERS AGREEMENT

As a condition to the granting by Code Wiz Franchise Systems, LLC ("**we**" or "**us**") of a franchise agreement with ______________________________ ("**Franchisee**"), each of the undersigned individuals ("**Owners**"), who constitute all of the owners of a beneficial interest in Franchisee, as well as their respective spouses, covenant and agree to be bound by this Owners Agreement ("**Owners Agreement**").

1. **Acknowledgments**.

1.1 Franchise Agreement. Franchisee entered into a franchise agreement with us effective as of ________________, 20__ ("**Franchise Agreement**"). Capitalized words not defined in this Owners Agreement will have the same meanings ascribed to them in the Franchise Agreement.

1.2 Owners' Role. Owners are the beneficial owners of all of the equity interest in Franchisee and acknowledge there are benefits received and to be received by each Owner, jointly and severally, and for themselves, their heirs, legal representatives, and assigns. Franchisee's obligations under the Franchise Agreement, including the confidentiality and non-compete obligations, would be of little value to us if Franchisee's owners were not bound by the same requirements. Under the provisions of the Franchise Agreement, Owners are required to enter into this Owners Agreement as a condition to our entering into the Franchise Agreement with Franchisee. Owners will be jointly and severally liable for any breach of this Owners Agreement.

2. **Non-Disclosure and Protection of Confidential Information**.

Under the Franchise Agreement, we will provide Franchisee with specialized training, proprietary trade secrets, and other Confidential Information relating to the establishment and operation of a franchised business. The provisions of the Franchise Agreement governing Franchisee's non-disclosure obligations relating to our Confidential Information are hereby incorporated into this Owners Agreement by reference, and Owners agree to comply with each obligation as though fully set forth in this Owners Agreement as a direct and primary obligation of Owners. Further, we may seek the same remedies against Owners under this Owners Agreement as we may seek against Franchisee under the Franchise Agreement. Any and all information, knowledge, know-how, techniques, and other data which we designate as confidential will also be deemed Confidential Information for purposes of this Owners Agreement.

3. **Covenant Not To Compete**.

3.1 Non-Competition During and After the Term of the Franchise Agreement. Owners acknowledge that as a participant in our system, they will receive proprietary and confidential information and materials, trade secrets, and the unique methods, procedures, and techniques which we have developed. The provisions of the Franchise Agreement governing Franchisee's restrictions on competition both during the term of the Franchise Agreement and following the expiration or termination of the Franchise Agreement are hereby incorporated into this Owners Agreement by reference, and Owners agree to comply with and perform each such covenant as though fully set forth in this Owners Agreement as a direct and primary obligation of Owners. Further, we may seek the same remedies against Owners under this Owners Agreement as we may seek against Franchisee under the Franchise Agreement.

3.2 Construction of Covenants. The parties agree that each such covenant related to non-competition will be construed as independent of any other covenant or provision of this Owners Agreement. If all or any portion of a covenant referenced in this Section 3 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a final decision to which we are a party, Owners agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 3.

3.3 Our Right to Reduce Scope of Covenants. Additionally, we have the right, in our sole discretion, to unilaterally reduce the scope of all or part of any covenant referenced in this Section 3 of this Owners Agreement, without Owners' consent (before or after any dispute arises), effective when we give Owners written notice of this reduction. Owners agree to comply with any covenant as so modified.

4. **Guarantee**.

4.1 Payment. Owners will pay us (or cause us to be paid) all monies payable by Franchisee under the Franchise Agreement on the dates and in the manner required for payment in the relevant agreement.

4.2 Performance. Owners unconditionally guarantee full performance and discharge by Franchisee of all of Franchisee's obligations under the Franchise Agreement on the date and times and in the manner required in the relevant agreement.

4.3 Indemnification. Owners will indemnify, defend, and hold harmless us, all of our affiliates, and the respective shareholders, directors, partners, employees, and agents of such entities, against and from all losses, damages, costs, and expenses which we or they may sustain, incur, or become liable for by reason of: (a) Franchisee's failure to pay the monies payable (to us or any of our affiliates) pursuant to the Franchise Agreement, or to do and perform any other act, matter, or thing required by the Franchise Agreement; or (b) any action by us to obtain performance by Franchisee of any act, matter, or thing required by the Franchise Agreement.

4.4 No Exhaustion of Remedies. Owners acknowledge and agree that we will not be obligated to proceed against Franchisee or exhaust any security from Franchisee or pursue or exhaust any remedy, including any legal or equitable relief against Franchisee, before proceeding to enforce the obligations of the Owners as guarantors under this Owners Agreement, and the enforcement of such obligations can take place before, after, or contemporaneously with, enforcement of any of Franchisee's debts or obligations under the Franchise Agreement.

4.5 Waiver of Notice. Without affecting Owners' obligations under this Section 4, we can extend, modify, or release any of Franchisee's indebtedness or obligation, or settle, adjust, or compromise any claims against Franchisee, all without notice to the Owners. Owners waive notice of amendment of the Franchise Agreement and notice of demand for payment or performance by Franchisee.

4.6 Effect of Owner's Death. Upon the death of an Owner, the estate of such Owner will be bound by the obligations in this Section 4, but only for defaults and obligations hereunder existing at the time of death, and the obligations of any other Owners will continue in full force and effect.

5. **Transfers**. Owners acknowledge and agree that we have granted the Franchise Agreement to Franchisee in reliance on Owners' business experience, skill, financial resources, and personal character. Accordingly, Owners agree not to sell, encumber, assign, transfer, convey, pledge, merge, or give away any direct or indirect interest in this Franchisee, unless Owners first comply with the sections in the Franchise Agreement regarding Transfers. Owners acknowledge and agree that any attempted Transfer of an interest in Franchisee requiring our consent under the Franchise Agreement for which our express written consent is not first obtained will be a material breach of this Owners Agreement and the Franchise Agreement.

6. **Notices**.

6.1 Method of Notice. Any notices given under this Owners Agreement shall be in writing and delivered in accordance with the provisions of the Franchise Agreement.

6.2 Notice Addresses. Our current address for all communications under this Owners Agreement is:

Code Wiz Franchise Systems, LLC
9 Cornerstone Square
Westford, MA 01886

The current address of each Owner for all communications under this Owners Agreement is designated on the signature page of this Owners Agreement. Any party may designate a new address for notices by giving written notice to the other parties of the new address according to the method set forth in the Franchise Agreement.

7. **Enforcement of This Owners Agreement**.

7.1 Dispute Resolution. Any claim or dispute arising out of or relating to this Owners Agreement shall be subject to the dispute resolution provisions of the Franchise Agreement. This agreement to engage in such dispute resolution process shall survive the termination or expiration of this Owners Agreement.

7.2 Choice of Law; Jurisdiction and Venue. This Owners Agreement and any claim or controversy arising out of, or relating to, any of the rights or obligations under this Owners Agreement, and any other claim or controversy between the parties, will be governed by the choice of law and jurisdiction and venue provisions of the Franchise Agreement.

7.3 Provisional Remedies. We have the right to seek from an appropriate court any provisional remedies, including temporary restraining orders or preliminary injunctions to enforce Owners' obligations under this Owners Agreement. Owners acknowledge and agree that there is no adequate remedy at law for Owners' failure to fully comply with the requirements of this Owners Agreement. Owners further acknowledge and agree that, in the event of any noncompliance, we will be entitled to temporary, preliminary, and permanent injunctions and all other equitable relief that any court with jurisdiction may deem just and proper. If injunctive relief is granted, Owners' only remedy will be the court's dissolution of the injunctive relief. If the injunctive relief was wrongfully issued, Owners expressly waive all claims for damages they incurred as a result of the wrongful issuance.

8. **Miscellaneous**.

8.1 No Other Agreements. This Owners Agreement constitutes the entire, full, and complete agreement between the parties, and supersedes any earlier or contemporaneous negotiations, discussions, understandings, or agreements. There are no representations, inducements, promises, agreements, arrangements, or undertakings, oral or written, between the parties relating to the matters covered by this Owners Agreement, other than those in this Owners Agreement. No other obligations, restrictions, or duties that contradict or are inconsistent with the express terms of this Owners Agreement may be implied into this Owners Agreement. Except for unilateral reduction of the scope of the covenants permitted in Section 3.3 (or as otherwise expressly provided in this Owners Agreement), no amendment, change, or variance from this Owners Agreement will be binding on either party unless it is mutually agreed to by the parties and executed in writing. Time is of the essence.

8.2 Severability. Each provision of this Owners Agreement, and any portions thereof, will be considered severable. If any provision of this Owners Agreement or the application of any provision to any person, property, or circumstances is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Owners Agreement will be unaffected and will still remain in full force and effect. The parties agree that the provision found to be invalid or unenforceable will be modified to the extent necessary to make it valid and enforceable, consistent as much as possible with the original intent of the parties (i.e., to provide maximum protection for us and to effectuate the Owners' obligations under the Franchise Agreement), and the parties agree to be bound by the modified provisions.

8.3 No Third-Party Beneficiaries. Nothing in this Owners Agreement is intended to confer upon any person or entity (other than the parties and their heirs, successors, and assigns) any rights or remedies under or by reason of this Owners Agreement.

8.4 Construction. Any term defined in the Franchise Agreement which is not defined in this Owners Agreement will be ascribed the meaning given to it in the Franchise Agreement. The language of this Owners Agreement will be construed according to its fair meaning, and not strictly for or against either party. All words in this Owners Agreement refer to whatever number or gender the context requires. If more than one party or person is referred to as you, their obligations and liabilities must be joint and several. Headings are for reference purposes and do not control interpretation.

8.5 Binding Effect. This Owners Agreement may be executed in counterparts, and each copy so executed and delivered will be deemed an original. This Owners Agreement is binding on the parties and their respective heirs, executors, administrators, personal representatives, successors, and (permitted) assigns.

8.6 Successors. References to "Franchisor" or "the undersigned," or "you" include the respective parties' heirs, successors, assigns, or transferees.

8.7 Nonwaiver. Our failure to insist upon strict compliance with any provision of this Owners Agreement shall not be a waiver of our right to do so. Delay or omission by us respecting any breach or default shall not affect our rights respecting any subsequent breaches or defaults. All rights and remedies granted in this Owners Agreement shall be cumulative.

8.8 No Personal Liability. You agree that fulfillment of any and all of our obligations written in the Franchise Agreement or this Owners Agreement, or based on any oral communications which may be ruled to be binding in a court of law, shall be our sole responsibility and none of our owners, officers, agents, representatives, nor any individuals associated with us shall be personally liable to you for any reason.

8.9 Owners Agreement Controls. In the event of any discrepancy between this Owners Agreement and the Franchise Agreement, this Owners Agreement shall control.

IN WITNESS WHEREOF, the parties have entered into this Owners Agreement as of the effective date of the Franchise Agreement.

OWNERS:

______________________________	______________________________
[Insert Name and Address of Owner]	[Insert Name of Spouse]
______________________________	______________________________

[Insert Name and Address of Owner]	[Insert Name of Spouse]
______________________________	______________________________
[Insert Name and Address of Owner]	[Insert Name of Spouse]
______________________________	______________________________
[Insert Name and Address of Owner]	[Insert Name of Spouse]

Code Wiz Franchise Systems, LLC hereby accepts the Owner(s)' agreements:

By:______________________________

Title:______________________________

EXHIBIT A-2

GENERAL RELEASE AGREEMENT

WAIVER AND RELEASE OF CLAIMS

This Waiver and Release of Claims ("Release") is made as of ______, 20 ____by ___________________________, a(n) ____________________ ("Franchisee"), and each individual holding an ownership interest in Franchisee (collectively with Franchisee, "Releasor") in favor of Code Wiz Franchise System, LLC., a Massachusetts Limited Liability Company ("Franchisor," and together with Releasor, the "Parties").

WHEREAS, Franchisor and Franchisee have entered into a Franchise Agreement ("Agreement") pursuant to which Franchisee was granted the right to own and operate a Code Wiz business;

WHEREAS, Franchisee has notified Franchisor of its desire to transfer the Agreement and all rights related thereto, or an ownership interest in Franchisee, to a transferee (**enter into a successor franchise agreement**), and Franchisor has consented to such transfer (**agreed to enter into a successor franchise agreement**); and

WHEREAS, as a condition to Franchisor's consent to the transfer (Franchisee's ability to enter into a successor franchise agreement), Releasor has agreed to execute this Release upon the terms and conditions stated below.

NOW, THEREFORE, in consideration of Franchisor's consent to the transfer (**Franchisor entering into a successor franchise agreement**), and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, Releasor hereby agrees as follows:

1. Representations and Warranties. Releasor represents and warrants that it is duly authorized to enter into this Release and to perform the terms and obligations herein contained, and has not assigned, transferred, or conveyed, either voluntarily or by operation of law, any of its rights or claims against Franchisor or any of the rights, claims, or obligations being terminated and released hereunder. The undersigned represents and warrants that he/she is duly authorized to enter into and execute this Release on behalf of Franchisee. Releasor further represents and warrants that all individuals that currently hold a direct or indirect ownership interest in Franchisee are signatories to this Release.

2. Release. Releasor and its subsidiaries, affiliates, parents, divisions, successors and assigns, and all persons or firms claiming by, through, under, or on behalf of any or all of them, hereby release, acquit, and forever discharge Franchisor, any and all of its affiliates, parents, subsidiaries, or related companies, divisions, and partnerships, and its and their past and present officers, directors, agents, partners, shareholders, employees, representatives, successors and assigns, and attorneys, and the spouses of such individuals (collectively, the "Released Parties"), from any and all claims, liabilities, damages, expenses, actions, or causes of action which Releasor may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever, including without limiting the generality of the foregoing, all claims, liabilities, damages, expenses, actions, or causes of action directly or indirectly arising out of or relating to the execution and performance of the Agreement and the offer and sale of the franchise related thereto, except to the extent such liabilities are payable by the applicable indemnified party in connection with a third-party claim.

3. Non-disparagement. Releasor expressly covenants and agrees not to make any false representation of facts, or to defame, disparage, discredit, or deprecate any of the Released Parties or otherwise communicate with any person or entity in a manner intending to damage any of the Released Parties, their business, or their reputation.

4. Confidentiality. Releasor agrees to hold in strictest confidence and not disclose, publish, or use the existence of, or any details relating to, this Agreement to any third party without Franchisor's express written consent, except as required by law.

5. Miscellaneous.

a. Releasor agrees that it has read and fully understands this Release and that the opportunity has been afforded to Releasor to discuss the terms and contents of said Release with legal counsel and/or that such a discussion with legal counsel has occurred.

b. This Release shall be construed and governed by the laws of the State of Massachusetts.

c. Each individual and entity that comprises Releasor shall be jointly and severally liable for the obligations of Releasor.

d. In the event that it shall be necessary for any Party to institute legal action to enforce or for the breach of any of the terms and conditions or provisions of this Release, the prevailing Party in such action shall be entitled to recover all of its reasonable costs and attorneys' fees.

e. All of the provisions of this Release shall be binding upon and inure to the benefit of the Parties and their current and future respective directors, officers, partners, attorneys, agents, employees, shareholders, and the spouses of such individuals, successors, affiliates, and assigns. No other party shall be a third-party beneficiary to this Release.

f. This Release constitutes the entire agreement and, as such, supersedes all prior oral and written agreements or understandings between and among the Parties regarding the subject matter hereof. This Release may not be modified except in a writing signed by all of the Parties. This Release may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same document.

g. If one or more of the provisions of this Release shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect or impair any other provision of this Release, but this Release shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

h. Releasor agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as any Released Party may reasonably require consummating, evidence, or confirm the Release contained herein in the matter contemplated hereby.

[SIGNATURES ON PAGE TO FOLLOW]

IN WITNESS WHEREOF, Releasor has executed this Release as of the date written below.

FRANCHISEE:

____, a

____

By: ____

Name: ____

Its:____

FRANCHISEE'S OWNERS:

Date: ___________________________________

Signature: _______________________________

____

Typed or Printed Name

EXHIBIT A-3

PROTECTION AGREEMENT

This System Protection Agreement ("Agreement") is entered into by the undersigned ("you" or "your") in favor of Code Wiz Franchise System, LLC, a Massachusetts Limited Liability Company, and its successors and assigns ("us," "we," or "our"), upon the terms and conditions set forth in this Agreement.

9. **Definitions**. For purposes of this Agreement, the following terms have the meanings given to them below:

"*Competitive Business*" means any business that: (i) sells or offers to sell products the same as or similar to the type of products sold by you in and/or from the Franchisee Territory (including, but not limited to, the products we authorize); or (ii) provides or offers to provide services the same as or similar to the type of services sold by you in and/or from the Franchisee Territory (including, but not limited to, the services we authorize), but excludes a Code Wiz business operating pursuant to a franchise agreement with us.

"*Copyrights*" means all works and materials for which we or our affiliate have secured common law or registered copyright protection and that we allow franchisees to use, sell, or display in connection with the marketing and/or operation of a Code Wiz business or the solicitation or offer of a Code Wiz franchise, whether now in existence or created in the future.

"*Franchisee*" means Code Wiz franchisee for which you are a manager or officer.

"*Franchisee Territory*" means the territory granted to you pursuant to a franchise agreement with us.

"*Intellectual Property*" means, collectively or individually, our Marks, Copyrights, Know-how, and System.

"*Know-how*" means all of our trade secrets and other proprietary information relating to the development, construction, marketing, and/or operation of a Code Wiz business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies, and information comprising the System and the Manual.

"*Manual*" means our confidential operations manual for the operation of a Code Wiz business, which may be periodically modified by us.

"*Marks*" means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a Code Wiz business, including "Code Wiz," and any other trademarks, service marks, or trade names that we designate for use by a Code Wiz business. The term "Marks" also includes any distinctive trade dress used to identify a Code Wiz business, whether now in existence or hereafter created.

"*Prohibited Activities*" means any or all of the following: (i) owning, operating, or having any other interest (as an owner, partner, director, officer, employee, manager, consultant, shareholder, creditor, representative, agent, or in any similar capacity) in a Competitive Business (other than owning an interest of five percent (5%) or less in a publicly-traded company that is a Competitive Business); (ii) diverting or attempting to divert any business from us (or one of our affiliates or franchisees); and/or (iii) inducing or attempting to induce: (a) any of our employees or managers (or those of our affiliates or franchisees) to leave their position; or (b) any customer of ours (or of one of our affiliates or franchisees) to transfer their business to you or to any other person that is not then a franchisee of ours.

"*Restricted Period*" means the two-year period after you cease to be a manager or officer of Franchisee's Code Wiz business; provided, however, that if a court of competent jurisdiction determines that this period of time is too long to be enforceable, then the "Restricted Period" means the one-year period after you cease to be a manager or officer of Franchisee's Code Wiz business.

"*Restricted Territory*" means the geographic area within: (i) a 15-mile radius from Franchisee's Code Wiz business (and including the premises of the approved location of Franchisee); and (ii) a 15-mile radius from all other Code Wiz businesses that are operating or under construction as of the beginning of the Restricted Period; provided, however, that if a court of competent jurisdiction determines that the foregoing Restricted Territory is too broad to be enforceable, then the "Restricted Territory" means the geographic area within a 25-mile radius from Franchisee's Code Wiz business (and including the premises of the approved location of Franchisee).

"*System*" means our system for the establishment, development, operation, and management of a Code Wiz business, including Know-how, proprietary programs and products, Manual, and operating system.

10. **Background.** You are a manager or officer of Franchisee. As a result of this relationship, you may gain knowledge of our System. You understand that protecting the Intellectual Property and our System are vital to our success and that of our franchisees and that you could seriously jeopardize our entire System if you were to unfairly compete with us. In order to avoid such damage, you agree to comply with the terms of this Agreement.

11. **Know-How and Intellectual Property**. You agree: (i) you will not use the Know-how in any business or capacity other than Code Wiz business operated by Franchisee; (ii) you will maintain the confidentiality of the Know-how at all times; (iii) you will not make unauthorized copies of documents containing any Know-how; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Know-how; and (v) you will stop using the Know-how immediately if you are no longer a manager or officer of Franchisee's Code Wiz business. You further agree that you will not use all or part of the Intellectual Property or all or part of the System for any purpose other than the performance of your duties for Franchisee and within the scope of your employment or other engagement with Franchisee. These restrictions on Know-how, Intellectual Property and the System shall not apply to any information which is information publicly known or becomes lawfully known in the public domain other than through a breach of this Agreement or is required or compelled by law to be disclosed, provided that you will give reasonable notice to us to allow us to seek protective or other court orders.

12. **Unfair Competition During Relationship**. You agree not to unfairly compete with us at any time while you are a manager or officer of Franchisee's Code Wiz business by engaging in any Prohibited Activities.

13. **Unfair Competition After Relationship**. You agree not to unfairly compete with us during the Restricted Period by engaging in any Prohibited Activities; provided, however, that the Prohibited Activity relating to having an interest in a Competitive Business will only apply with respect to a Competitive Business that is located within or provides competitive goods or services to customers who are located within the Restricted Territory. If you engage in any Prohibited Activities during the Restricted Period, then you agree that your Restricted Period will be extended by the period of time during which you were engaging in the Prohibited Activity.

14. **Immediate Family Members**. You acknowledge that you could circumvent the purpose of this Agreement by disclosing Know-how to an immediate family member (i.e., spouse, parent, sibling, child, grandparent or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Know-how to family members. Therefore, you agree that you will be presumed to have violated the terms of this Agreement if any member of your immediate family: (i) engages in any Prohibited Activities during any period of time during which you are prohibited from engaging in the Prohibited Activities; or (ii) uses or discloses the Know-how. However, you may rebut this presumption by furnishing evidence conclusively showing that you did not disclose the Know-how to the family member.

15. **Covenants Reasonable**. You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE, OR OTHERWISE UNENFORCEABLE.

16. **Breach**. You agree that failure to comply with the terms of this Agreement will cause substantial and irreparable damage to us and/or other Code Wiz franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of the terms of this Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours in the event of the entry of such injunction will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed $1,000. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance, and recovery of monetary damages. Any claim, defense, or cause of action that you may have against us, our owners or our affiliates, or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

17. **Miscellaneous**.

a. If we pursue legal remedies against you because you have breached this Agreement and prevail against you, you agree to pay our reasonable attorneys' fees and costs in doing so.

b. This Agreement will be governed by, construed, and enforced under the laws of Massachusetts, and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

c. Each section of this Agreement, including each subsection and portion thereof, is severable. If any section, subsection, or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection, or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms reasonable in scope, duration, and geographic area.

d. You and we both believe that the covenants in this Agreement are reasonable in terms of scope, duration, and geographic area. However, we may at any time unilaterally modify the terms of this Agreement upon written notice to you by limiting the scope of the Prohibited Activities, narrowing the definition of a Competitive Business, shortening the duration of the Restricted Period, reducing the geographic scope of the Restricted Territory, and/or reducing the scope of any other covenant imposed upon you under this Agreement to ensure that the terms and covenants in this Agreement are enforceable under applicable law.

EXECUTED on the date stated below.

Date ______________________________   ____
Signature

Typed or Printed Name

EXHIBIT A-4

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into by the undersigned ("you") in favor of Code Wiz Franchise System, LLC., a Massachusetts Limited Liability Company, and its successors and assigns ("us"), upon the terms and conditions set forth in this Agreement.

1. **Definitions**. For purposes of this Agreement, the following terms have the meanings given to them below:

"*Copyrights*" means all works and materials for which we or our affiliate(s) have secured common law or registered copyright protection and that we allow Code Wiz franchisees to use, sell, or display in connection with the marketing and/or operation of a Code Wiz Business, whether now in existence or created in the future.

"*Franchisee*" means Code Wiz franchisee for which you are an employee, independent contractor, agent, representative, or supplier.

"*Code Wiz Business*" means a business that offers and provides school age children, teens and others with computer science classes, camps, and events focused on computer coding, robotics, 3D printing and other instruction and experiences, on and offsite, and other related products and services using our Intellectual Property.

"*Intellectual Property*" means, collectively or individually, our Marks, Copyrights, Know-how, Manual, and System.

"*Know-how*" means all of our trade secrets and other proprietary information relating to the development, construction, marketing, and/or operation of a Code Wiz Business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies, and information comprising the System and the Manual.

"*Manual*" means our confidential operations manual for the operation of a Code Wiz Business.

"*Marks*" means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a Code Wiz Business, including "Code Wiz" and any other trademarks, service marks, or trade names that we designate for use by a Code Wiz Business. The term "Marks" also includes any distinctive trade dress used to identify a Code Wiz Business, whether now in existence or hereafter created.

"*System*" means our system for the establishment, development, operation, and management of a Code Wiz Business, including Know-how, proprietary programs and products, confidential operations manuals, and operating system.

2. **Background**. You are an employee, independent contractor, agent, representative, or supplier of Franchisee. Because of this relationship, you may gain knowledge of our Intellectual Property. You understand that protecting the Intellectual Property is vital to our success and that of our franchisees, and that you could seriously jeopardize our entire Franchise System if you were to use such Intellectual Property in any way other than as described in this Agreement. In order to avoid such damage, you agree to comply with this Agreement.

3. **Know-How and Intellectual Property**: Nondisclosure and Ownership. You agree: (i) you will not use the Intellectual Property in any business or capacity other than for the benefit of Code Wiz Business operated by Franchisee or in any way detrimental to us or to the Franchisee; (ii) you will maintain the confidentiality of the Intellectual Property at all times; (iii) you will not make unauthorized copies of documents containing any Intellectual Property; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Intellectual Property; and (v) you will stop using the Intellectual Property immediately if you are no longer an employee, independent contractor, agent, representative, or supplier of Franchisee. You further agree that you will not use the Intellectual Property for any purpose other than the performing your duties for Franchisee and within the scope of your employment or other engagement with Franchisee.

The Intellectual Property is and shall continue to be the sole property of Code Wiz Franchise System, LLC. You hereby assign and agree to assign to us any rights you may have or may acquire in such Intellectual Property. Upon the termination of your employment or engagement with Franchisee, or at any time upon our or Franchisee's request, you will deliver to us or to Franchisee all documents and data of any nature pertaining to the Intellectual Property, and you will not take with you any documents or data or copies containing or pertaining to any Intellectual Property.

4. **Immediate Family Members**. You acknowledge you could circumvent the purpose of this Agreement by disclosing Intellectual Property to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Intellectual Property to family members. Therefore, you agree you will be presumed to have violated the terms of this Agreement if any member of your immediate family uses or discloses the Intellectual Property. However, you may rebut this presumption by furnishing evidence conclusively showing you did not disclose the Intellectual Property to the family member.

5. **Covenants Reasonable**. You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE, OR OTHERWISE UNENFORCEABLE**.

6. **Breach**. You agree that failure to comply with this Agreement will cause substantial and irreparable damage to us and/or other Code Wiz franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of this Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed $100. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance, and recovery of monetary damages. Any claim, defense, or cause of action you may have against us or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

7. Miscellaneous.

a. Although this Agreement is entered into in favor of Code Wiz Franchise System, LLC., you understand and acknowledge that your employer/employee, independent contractor, agent, representative, or supplier relationship is with Franchisee and not with us, and for all purposes in connection with such relationship, you will look to Franchisee and not to us.

b. If we pursue legal remedies against you because you have breached this Agreement and prevail against you, you agree to pay our reasonable attorney fees and costs in doing so.

c. This Agreement will be governed by, construed, and enforced under the laws of Massachusetts, and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

d. Each section of this Agreement, including each subsection and portion, is severable. If any section, subsection, or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection, or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement, as it deems in its discretion necessary to make such terms enforceable.

EXECUTED on the date stated below.

Date ____________________________ ____
Signature

Typed or Printed Name

EXHIBIT A-5

AUTOMATED CLEARING HOUSE PAYMENT AUTHORIZATION FORM

Franchisee Information:

Franchisee Name	Business No.
Franchisee Mailing Address (street)	Franchisee Phone No.
Franchisee Mailing Address (city, state, zip)	
Contact Name, Address and Phone number (if different from above)	
Franchisee Fax No.	Franchisee E-mail Address

Bank Account Information:

Bank Name		
Bank Mailing Address (street, city, state, zip)		
	☐ Checking ☐Savings	
Bank Account No.	(check one)	Bank Routing No. (9 digits)
Bank Mailing Address (city, state, zip)		Bank Phone No.

Authorization:

Franchisee hereby authorizes Code Wiz Franchise System, LLC. ("Franchisor") to initiate debit entries to Franchisee's account with the Bank listed above, and Franchisee authorizes the Bank to accept and to debit the amount of such entries to Franchisee's account. Each debit shall be made from time to time in an amount sufficient to cover any fees payable to Franchisor pursuant to any agreement between Franchisor and Franchisee as well as to cover any purchases of goods or services from Franchisor or any affiliate of Franchisor. Franchisee agrees to be bound by the National Automated Clearing House Association (NACHA) rules in the administration of these debit entries. Debit entries will be initiated only as authorized above. This authorization is to remain in full force and effect until Franchisor has received written notification from Franchisee of its termination in such time and in such manner as to afford Franchisor and the Bank a reasonable opportunity to act on it. Franchisee shall notify Franchisor of any changes to any of the information contained in this authorization form at least 30 days before such change becomes effective.

Signature: ______________________________ Date: ______________________________
Name: ______________________________
Its: ______________________________

Federal Tax ID Number: Rev. 032916

____

NOTE: FRANCHISEE MUST ATTACH A VOIDED CHECK RELATING TO THE BANK ACCOUNT.

EXHIBIT A-6

APPROVAL OF REQUESTED ASSIGNMENT

This Approval of Requested Assignment ("**Agreement**") is entered into this _________ day of _____________________, 20____, between Code Wiz Franchise System, LLC. ("**Franchisor**"), ____________________ ("**Former Franchisee**") and ____________________ ("**New Franchisee**").

RECITALS

WHEREAS, Franchisor and Former Franchisee entered into that certain franchise agreement dated ______________________, 20______ ("**Franchise Agreement**"), in which Franchisor granted Former Franchisee the right to operate a Code Wiz franchise located at ___________________________ ("**Franchised Business**"); and

WHEREAS, Former Franchisee desires to assign ("**Requested Assignment**") the Franchised Business to New Franchisee, New Franchisee desires to accept the Requested Assignment of the Franchised Business from Former Franchisee, and Franchisor desires to approve the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto hereby covenant, promise, and agree as follows:

8. Payment of Fees. In consideration for the Requested Assignment, Former Franchisee acknowledges and agrees to pay Franchisor the Transfer Fee, as required under the Franchise Agreement ("**Franchisor's Assignment Fee**").

9. Assignment and Assumption. Former Franchisee hereby consents to assign all of its rights and delegate its duties with regard to the Franchise Agreement and all exhibits and attachments thereto from Former Franchisee to New Franchisee, subject to the terms and conditions of this Agreement, and conditioned upon New Franchisee's signing of a franchise agreement pursuant to Section 5 of this Agreement.

10. Consent to Requested Assignment of Franchised Business. Franchisor hereby consents to the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon receipt of the Franchisor's Assignment Fee from Former Franchisee and the mutual execution of this Agreement by all parties. Franchisor waives its right of first refusal set forth in the Franchise Agreement and waives any obligation for Former Franchisee to enter into a subordination agreement pursuant to the Franchise Agreement.

11. Termination of Rights to the Franchised Business. The parties acknowledge and agree that all of Former Franchisee's rights to operate the Franchised Business and rights under the Franchise Agreement are hereby relinquished and that from the date of this Agreement only New Franchisee shall have the sole right to operate the Franchised Business. Former Franchisee and its owners agree to comply with all of the covenants in the Franchise Agreement that expressly or by implication survive the termination, expiration, or transfer of the Franchise Agreement. Unless otherwise precluded by state law, Former Franchisee shall execute Franchisor's current form of General Release.

12. New Franchise Agreement. New Franchisee shall execute Franchisor's current form of Franchise Agreement and attachments for the Franchised Business (as amended by the form of Addendum

prescribed by Franchisor, if applicable), and any other required contracts for the operation of a Code Wiz franchise as stated in Franchisor's Franchise Disclosure Document.

13. Franchisee's Contact Information. Former Franchisee agrees to keep Franchisor informed of its current address and telephone number at all times during the three-year period following the execution of this Agreement.

14. Acknowledgement by New Franchisee. New Franchisee acknowledges and agrees that the purchase of the rights to the Franchised Business ("**Transaction**") occurred solely between Former Franchisee and New Franchisee. New Franchisee also acknowledges and agrees that Franchisor played no role in the Transaction and that Franchisor's involvement was limited to the approval of Requested Assignment and any required actions regarding New Franchisee's signing of a new franchise agreement for the Franchised Business. New Franchisee agrees that any claims, disputes, or issues relating New Franchisee's acquisition of the Franchised Business from Franchisee are between New Franchisee and Franchisee, and shall not involve Franchisor.

15. Representation. Former Franchisee warrants and represents that it has not heretofore assigned, conveyed, or disposed of any interest in the Franchise Agreement or Franchised Business. Buyer hereby represents that it received Franchisor's Franchise Disclosure Document and did not sign the new Franchise Agreement or pay any money to Franchisor or its affiliate for a period of at least 14 calendar days after receipt of the Franchise Disclosure Document.

16. Notices. Any notices given under this Agreement shall be in writing, and if delivered by hand, or transmitted by U.S. certified mail, return receipt requested, postage prepaid, or via telegram or telefax, shall be deemed to have been given on the date so delivered or transmitted, if sent to the recipient at its address or telefax number appearing on the records of the sending party.

17. Further Actions. Former Franchisee and New Franchisee each agree to take such further actions as may be required to effectuate the terms and conditions of this Agreement, including any and all actions that may be required or contemplated by the Franchise Agreement.

18. Affiliates. When used in this Agreement, the term "**Affiliates**" has the meaning as given in Rule 144 under the Securities Act of 1933.

19. Miscellaneous. This Agreement may not be changed or modified except in a writing signed by all of the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

20. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Massachusetts.

[SIGNATURES ON PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement under seal, with the intent that this be a sealed instrument, as of the day and year first above written.

FRANCHISOR:

Code Wiz FRANCHISE SYSTEM, LLC.

By: ______________________________

Title: ______________________________

FORMER FRANCHISEE:

____

By: ______________________________

Title: ______________________________

NEW FRANCHISEE:

____

By: ______________________________

Title: ______________________________

Exhibit A-7

SBA ADDENDUM

THIS ADDENDUM ("Addendum") is made and entered into on , 20____, by and between Code Wiz Franchise System, LLC ("Franchisor"), located at 9 Cornerstone Square, Westford, MA 01886 and ___________________("Franchisee") located at .

Franchisor and Franchisee entered into an Agreement on ________, 20___, (such Agreement, together with any amendments, the "Agreement"). Franchisee is applying for financing(s) from a lender in which funding is provided with the assistance of the U. S. Small Business Administration ("SBA"). SBA requires the execution of this Addendum as a condition for obtaining SBA-assisted financing.

In consideration of the mutual promises below and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge the parties agree that notwithstanding any other terms in Franchise Agreement or any other document Franchisor and Franchisee requires to sign:

CHANGE OF OWNERSHIP

If Franchisee is proposing to transfer a partial interest in Franchisee and Franchisor has an option to purchase or a right of first refusal with respect to that partial interest, Franchisor may exercise such option or right only if the proposed transferee is not a current owner or family member of a current owner of Franchisee. If the Franchisor's consent is required for any transfer (full or partial), Franchisor will not unreasonably withhold such consent. In the event of an approved transfer of the Franchise interest or any portion thereof, the transferor will not be liable for the actions of the transferee Licensee.

FORCED SALE OF ASSETS

If Franchisor has the option to purchase the business personal assets upon default or termination of the Franchise Agreement and the parties are unable to agree on the value of the assets, the value will be determined by an appraiser chosen by both parties. If the Franchisee owns the real estate where the Franchisee location is operating, Franchisee will not be required to sell the real estate upon default or termination, but Franchisee may be required to lease the real estate for the remainder of the Franchise term (excluding additional renewals) for fair market value. ·

COVENANTS

If the Franchisee owns the real estate where the Franchise location is operating, Franchisor has not and will not during the term of the Franchise Agreement record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental use restrictions. If any such restrictions are currently recorded against the Franchisee's real estate, they must be removed in order for the Franchisee to obtain SBA-assisted financing.

EMPLOYMENT

Franchisor will not directly control (hire, fire or schedule) Franchisee's employees. For temporary personnel franchises, the temporary employees will be employed by the Franchisee not the Franchisor.

As to the referenced Franchise Agreement, this Addendum automatically terminates when SBA no longer has any interest in any SBA-assisted financing provided to the Franchisee.

Except as amended by this Addendum, the Franchise Agreement remains in full force and effect according to its terms.

Franchisor and Franchisee acknowledge that submission of false information to SBA, or the withholding of material information from SBA, can result in criminal prosecution under 18 U.S.C. 1001 and other provisions, including liability for treble damages under the False Claims Act, 31 U.S.C. §§ 3729 - 3733.

FRANCHISOR:	**FRANCHISEE:**
Code Wiz Franchise Systems, LLC	
By:______________________________	By: ______________________________
Print Name: _______________________	Print Name:_______________________
Title:_____________________________	Title:_____________________________

Exhibit A-8

ADDENDUM TO LEASE

THIS ADDENDUM made and entered into by and between ______________________ ("Landlord") and __________________________("Tenant").

WITNESSETH

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated _________, ___ (the "Lease") pertaining to the real property located at ___________________________________ as is more particularly described on Exhibit A, attached hereto (the "Demised Premises") allowing for operation of a Code Wiz business; and

WHEREAS, Landlord and Tenant desire to incorporate the following terms into the body of the Lease;

NOW, THEREFORE, in consideration of the covenants herein and therein, the parties hereto agree as follows:

1. Notwithstanding anything contained elsewhere in the Lease to the contrary, Tenant may use the Demised Premises for the purpose of conducting thereon the business of a Code Wiz business and for incidental purposes related thereto.

2. In the event the Franchise Agreement between Code Wiz Franchise Systems, LLC, as franchisor and Tenant, as franchisee, is terminated or expires prior to expiration of the Lease, Code Wiz Franchise Systems, LLC shall have the right but not the obligation, to assume those rights and obligations of the Tenant under the Lease coming due on or after the date Tenant vacates the Demised Premises, including taking possession of the Demised Premises, all fixtures, and leasehold improvements. Landlord shall give Code Wiz Franchise Systems, LLC written notice of Tenant's vacation of the Demised Premises and thereafter Code Wiz Franchise Systems, LLC shall exercise such right to assume the Tenant's rights and obligations by written notice to Landlord mailed or delivered not later than fifteen (15) days after Code Wiz Franchise Systems, LLC's receipt of written notice from Landlord of Tenant's vacation of the Demised Premises.

3. Landlord hereby grants Tenant the unrestricted right during the initial term and any renewal term of the Lease to assign or sublet the Lease to Code Wiz Franchise Systems, LLC.

4. Landlord shall give Code Wiz Franchise Systems, LLC a copy of any and all notices of default given to Tenant, as required to be given by Landlord to Tenant under the terms of the Lease, at the same time such notice is given to Tenant. Within seven (7) days after Tenant's right to cure expires, Code Wiz Franchise Systems, LLC shall have the right, but not the obligations, to cure any such default.

5. Upon the expiration or earlier termination of the Lease for any reason, Tenant, shall, at its own expense, remove all Code Wiz Trademarked and Trade Dress items from all buildings, including, but not limited to signs, fixtures and furnishings, and alter and paint all buildings and other improvements maintained pursuant to the Lease a design and color which is basically different from Code Wiz' authorized building design and painting schedule.

If Tenant shall fail to make or cause to be made any such removal, alteration or repainting within ten (10) days after the expiration or earlier termination of the Lease, the Landlord shall give Code Wiz

Franchise Systems, LLC written notice of such failure and Code Wiz Franchise Systems, LLC shall have the right to enter upon the Demised Premises, without being deemed guilty of trespass or any other tort, and make or cause to be made such removal, alterations and repainting at the reasonable expense of Tenant, which expense Tenant shall pay Code Wiz Franchise Systems, LLC on demand.

6. Notwithstanding anything to the contrary elsewhere in the Lease or any addendum or amendment thereto, Landlord and Tenant agree that the terms and provisions set forth in this Addendum shall control and shall not be superseded, terminated or modified without the prior written consent of Code Wiz Franchise Systems, LLC, a third party beneficiary to the Lease, and this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum this ____ day of _____________, ______.

LANDLORD:

____

By: ____________________________________
Name: __________________________________
Title: __________________________________
Date: __________________________________

TENANT:

____

By: ____________________________________
Name: __________________________________
Title: __________________________________
Date: __________________________________

EXHIBIT A-9

DEVELOPMENT RIGHTS RIDER

1. **Background**. This Development Rights Rider (the "Rider") is made by and between The Code Wiz Franchise System, LLC ("we," "us," or "our") and ________________________________ ("you" or "your"). This Rider is attached to, and intended to be a part of, the Franchise Agreement that we and you have signed contemporaneously with this Rider for the development and operation of a Code Wiz "Franchise" (the "Franchise Agreement"). We and you are signing this Rider because you want the right to develop additional Franchises (besides the Franchise covered by the Franchise Agreement) within a certain geographic area over a certain period of time, and we are willing to grant you those development rights if you comply with this Rider. Capitalized terms not defined in this Rider have the meaning ascribed to them in the Franchise Agreement.

2. **Grant of Development Rights**. Subject to your strict compliance with this Rider, we grant you the right to develop a total of ___ Franchises (including the Franchise covered by the Franchise Agreement), according to the mandatory development schedule outlined in Schedule A to this Rider (the "Schedule"), within the following geographic area (the "Development Area"):

____
____
____

If you (and, to the extent applicable, your affiliated entities, as described in Section 3 below) are fully complying with all of your obligations under this Rider, the Franchise Agreement, and all other franchise agreements then in effect between us and you (and, to the extent applicable, your affiliated entities) for the development and operation of Franchises, then during this Rider's Term (as defined in Section 7 hereof), we (and our affiliates) will not, except in the situations described below, establish or grant to others the right to establish a Franchise the physical premises of which will be located within the Development Area.

You acknowledge and agree that we and our affiliates (and any business that acquires our assets or ownership interests) have the right to engage, and grant to others the right to engage, in any other activities of any nature whatsoever within the Development Area, including, without limitation, those which we reserve in the Franchise Agreement. After this Rider expires or is terminated, regardless of the reason for termination, we and our affiliates (and any business that acquires our assets or ownership interests) have the right, without any restrictions whatsoever, to (a) establish, and grant to others the right to establish, Franchises, the physical premises of which are located within the Development Area; and (b) continue to engage, and grant to others the right to engage, in any other activities that we (and they) desire within the Development Area.

YOU ACKNOWLEDGE AND AGREE THAT TIME IS OF THE ESSENCE UNDER THIS RIDER AND THAT YOUR RIGHTS UNDER THIS RIDER ARE SUBJECT TO TERMINATION (WITHOUT ANY CURE OPPORTUNITY) IF YOU DO NOT COMPLY STRICTLY WITH THE DEVELOPMENT OBLIGATIONS PROVIDED IN THE SCHEDULE. WE MAY ENFORCE THIS RIDER STRICTLY.

3. **Development Obligations**. To maintain your rights under this Rider, you (or your approved affiliated entity or entities) must sign franchise agreements for, and then construct, develop, and have open and operating within the Development Area, the agreed-upon number of Franchises by the dates

specified in the Schedule. If your owners establish a new legal entity to operate one or more of the Franchises to be developed pursuant to this Rider and that new legal entity's ownership is completely identical to your ownership, that legal entity automatically will be considered an "approved affiliated entity" without further action. However, if the new legal entity's ownership is not completely identical to your ownership, you first must seek our approval to allow that new entity to operate the proposed Franchise.

You (and/or your approved affiliated entity) will operate each Franchise under a separate franchise agreement with us. The franchise agreement (and related documents, including without limitation, the Personal Guaranty) that you and your owners (or your affiliated entity and its owners) must sign for each Franchise developed pursuant to this Rider will be our then-current form of franchise agreement (and related documents, including without limitation, the Personal Guaranty), any or all of the terms of which may differ substantially from any or all of the terms contained in the Franchise Agreement, although you will not be required to pay an Initial Franchise Fee under any franchise agreement executed under this Rider. Despite any contrary provision contained in the newly-signed franchise agreements, your additional Franchises within the Development Area must be open and operating by the dates specified in the Schedule. To retain your rights under this Rider, each Franchise opened pursuant to this Rider must operate continuously throughout this Rider's term in substantial compliance with its franchise agreement; provided, however, we may permit you to stop operating any Franchise during the term of this Rider and avoid termination thereof if you develop a replacement Franchise within 180 days after you stop operating the original Franchise.

4. **Subfranchising and Sublicensing Rights**. This Rider does not give you any right to franchise, license, subfranchise, or sublicense others to operate a Franchise. Only you (and/or approved affiliated entities) may construct, develop, open, and operate a Franchise pursuant to this Rider. This Rider also does not give you (or your affiliated entities) any independent right to use the Code Wiz trademark or our other trademarks and commercial symbols. The right to use our trademarks and commercial symbols is granted only under a franchise agreement signed directly with us. This Rider only grants you potential development rights if you comply with its terms.

5. **Development Fee**. As consideration for the development rights we grant you in this Rider, you must pay us, at the same time you sign this Rider, a total of________________ (the "Development Fee"). The Development Fee is consideration for the rights we are granting you in this Rider and for reserving the Development Area for you to the exclusion of others (except as provided in this Rider), is fully earned by us when we and you sign this Rider, and is not refundable under any circumstances.

6. **Grant of Franchises**. You agree and acknowledge that you must enter into: (i) our then-current form of franchise agreement for each additional Franchise that you are required to open under this Agreement, and (ii) such franchise agreement(s) at such times as are required for you to timely meet, and strictly adhere to, the Schedule.

7. **Term**. This Rider's term begins on the date we and you sign it and ends on the date when (a) the final Franchise to be developed under the Schedule has been opened (or, if earlier, must have opened), or (b) this Rider otherwise is terminated ("Term").

8. **Termination**. We may at any time terminate this Rider and your rights under this Rider to develop a Franchise within the Development Area, such termination to be effective upon delivery to you of written notice of termination:

(a) if you fail to satisfy either your development obligations under the Schedule or any other obligation under this Rider, which defaults you have no right to cure;

(b) if the Franchise Agreement is terminated or any other franchise agreement between us and you (or your affiliated entity) for a Franchise is terminated, even if that other franchise agreement was not signed pursuant to your rights under this Rider; or

(c) if we have delivered a formal written notice of default to you under the Franchise Agreement or to you (or your affiliated entity) under any other franchise agreement between us and you (or your affiliated entity) for a Franchise (even if that other franchise agreement was not signed pursuant to your rights under this Rider), whether or not you (or your affiliated entity) cure that default and whether or not we subsequently terminate the Franchise Agreement or the other franchise agreement.

(d) A termination of this Rider is not deemed to be the termination of any franchise rights (even though this Rider is attached to the Franchise Agreement) because this Rider grants you no separate franchise rights. Franchise rights arise only under franchise agreements signed directly with us. A termination of this Rider does not affect any franchise rights granted under any then-effective individual franchise agreements.

9. **Assignment**. Your development rights under this Rider are not assignable under any circumstances. This means that we will not under any circumstances allow the development rights to be transferred. A transfer of the development rights would be deemed to occur (and would be prohibited) if there is an assignment of the Franchise Agreement, a transfer of any ownership interest in you, a transfer of this Rider separate and apart from the Franchise Agreement, or any other event attempting to assign the development rights.

10. **Rider to Control**. Except as provided in this Rider, the Franchise Agreement remains in full force and effect as originally written. If there is any inconsistency between the Franchise Agreement and this Rider, the terms of this Rider will control.

Dated this _____ day of ____________, 20__.

CODE WIZ FRANCHISE SYSTEM, LLC

By:_____________________________________

Title:_____________________________

Date:_____________________________

FRANCHISEE

____
[Name]

By:_______________________________

Date:

SCHEDULE A

DEVELOPMENT SCHEDULE

Number of New Franchises To Open	**Cumulative Number of Franchises to be Open**	**Open & Operating On or Before**
1	1	12 Month Anniversary of the first Franchise Agreement
1	2	24 Month Anniversary of the first Franchise Agreement
1	3	36 Month Anniversary of the first Franchise Agreement
1	4	48 Month Anniversary of the first Franchise Agreement

FRANCHISOR:

Code Wiz Franchise Systems, LLC,
a Massachusetts Limited Liability Corporation

Dated:______________________

By: ______________________________________

Title:_____________________________________

FRANCHISEE:

Dated:______________________

____
(Entity Name)

By: ______________________________________

Title:_____________________________________

FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT B

FINANCIAL STATEMENTS

A. ANDREW GIANIODIS
CERTIFIED PUBLIC ACCOUNTANT

CONSENT OF THE INDEPENDENT AUDITOR

A. Andrew Gianiodis, CPA, consents to the use in the Franchise Disclosure Document for Code Wiz Franchise System LLC "Franchisor" on May 11, 2020, as it may be amended, of our report dated May 8, 2020, relating to the financial statements of the Franchisor for the year ended December 31, 2019.

Sincerely,

A. Andrew Gianiodis, CPA

CPA

279 Niagara Falls Blvd. Amherst, New York 14226 716 – 510-6068

A. ANDREW GIANIODIS

CERTIFIED PUBLIC ACCOUNTANT

CODE WIZ FRANCHISE SYSTEM LLC

DECEMBER 31, 2019

FINANCIAL STATEMENTS

279 Niagara Falls Blvd. Amherst, New York 14226 716 – 510-6068

CODE WIZ FRANCHISE SYSTEM LLC

Table of Contents

A. ANDREW GIANIODIS
CERTIFIED PUBLIC ACCOUNTANT

May 8, 2020

INDEPENDENT AUDITORS' REPORT

Board of Directors and Members of
Code Wiz Franchise System LLC:

REPORT ON FINANCIAL STATEMENTS

I have audited the accompanying balance sheet of Code Wiz Franchise System LLC as of December 31, 2019 and the related statements of operations, changes in owner's equity and cash flows for the year then ended. These financial statements are the responsibility of the Company's management.

MANAGEMENT'S RESPONSIBILITY FOR THE FINANCIAL STATEMENTS

Management is responsible for the preparation and fair presentation of these financial statements in accordance with principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

AUDITOR'S RESPONSIBILITY

My responsibility is to express an opinion on these financial statements based on my audits. I conducted my audits in accordance with generally accepted auditing standards as accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit includes performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of risks of material misstatements of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, I express no such opinion.

279 Niagara Falls Blvd. Amherst, New York 14226 716 – 510-6068

An audit also includes evaluating appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

OPINION

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Code Wiz Franchise System LLC as of December 31, 2019 and the results of operations and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

CPA

A. Andrew Gianiodis

Certified Public Accountant

279 Niagara Falls Blvd. Amherst, New York 14226 716 – 510-6068

Code Wiz Franchise System LLC

Balance Sheet
December 31, 2019

ASSETS

CURRENT ASSETS		
Cash	$	153,076
Accounts receivable		30,972
Prepaid expenses		23,000
TOTAL CURRENT ASSETS		207,048
OTHER ASSETS		
Intangible Assets (Net)		13,550
TOTAL ASSETS	$	220,598

LIABILITIES & EQUITY

CURRENT LIABILITIES		
Current portion of note payable	$	18,900
Accrued exxpenses		20,559
Deverred revenue		40,000
TOTAL CURRENT LIABILITIES		79,459
Note Payable		170,100
TOTAL LIABILITIES		249,559
EQUITY		
Member's Equity		(28,961)
TOTAL EQUITY		(28,961)
TOTAL LIABILITIES & EQUITY	$	220,598

See accompanying notes

Code Wiz Franchise System LLC

Statement of Operations
Year ending December 31, 2019

Revenues		
Franchise Income	$	10,000
Royalties		2,708
Total revenue		12,708
Franchise development		41,690
Gros Margin		(28,982)
Operating Expenses		
Advertising and marketing		15,578
Bank charges		520
Consulting		30,000
Miscellaneous		1,472
Office supplies		989
Payroll, total expense		3,406
Professional fees		14,840
Registrations		2,050
Rent and occupancy costs		-
Training		963
Travel and meals		8,009
Total expenses		77,827
Operating Loss		(106,809)
Interest expense		559
Amortization		3,388
Net Loss	$	(110,756)

See accompanying notes

Code Wiz Franchise System LLC

Statement of Changes in Equity
Year ending December 31, 2019

Balance, January 1, 2019	$	17,393
Capital Contribution		64,402
Net Loss		(110,756)
Balance, December 31, 2019	$	(28,961)

See accompanying notes

Code Wiz Franchise System LLC

Statement of Cash Flows
Year ending December 31, 2019

Cash flows from operating activities:		
Net Loss	$	(110,756)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation & amortization		3,388
Changes in assets and liabilities		
Current assets		(53,972)
Current liabilities		60,559
Net cash provided by operating activities		(100,781)
Cash flows from investing activities:		
Proceeds from note payable		189,000
Net cash provided by investing activities		189,000
Cash flows from financing activities:		
Capital contributions		64,402
Net cash provided by financing activities		64,402
Net change in cash		152,621
Cash - beginning of year		455
Cash - end of year	$	153,076
Supplemental Disclosures		
Interest Paid	$	559
Income Taxes Paid		-

See accompanying notes

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies of Code Wiz Franchise System LLC is presented to assist in understanding the Company's financial statements. The financial statements and notes are representations of the Company's management who is responsible for the integrity and objectivity of the financial statements. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

ORGANIZATION AND NATURE OF BUSINESS

The Company was incorporated under the laws of the Commonwealth of Massachusetts for the purpose of offering franchise opportunities to entrepreneurs who want to own and operate their own Code Wiz operation, as a franchisee.

BASIS OF PRESENTATION

The financial statements are presented on the accrual basis of accounting.

CASH AND CASH EQUIVALENTS

For the purpose of the statement of cash flows, the Company considers unrestricted currency, demand deposits, money market accounts and all highly liquid debt instruments purchased with original maturities of 90 days or less to be cash equivalents.

REVENUE RECOGNITION

Initial franchise fees will be recorded as income when the company provides substantially all the initial services agreed upon in the franchise agreement or when the franchise has commenced operations, whichever comes first. If the fee is received over a period of time and the Company has no reasonable basis for estimating the collectability of the fee, the Company will use the installment method of recognition of the initial fee as revenue. Monthly royalty fees will be recognized earned based on franchisees monthly revenue.

COMPANY INCOME TAXES

The Company, with the consent of its ownership, has elected to be treated as an LLC. As such, the Company is not responsible for income taxes on its taxable income; rather, the members will be responsible for their pro rata share of any taxable income. Therefore, no provision or liability for income taxes has been included in these financial statements.

USE OF ESTIMATES

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NOTE 2 DISCLOSURE ABOUT FAIR VALUE OF FINANCIAL INSTRUMENTS

The Company estimates that the fair value of all financial instruments at December 31, 2019, does not differ materially from the aggregate carrying values of its financial instruments recorded in the accompanying balance sheet. The estimated fair value amounts have been determined by the Company using available market information and appropriate valuation methodologies. Considerable judgment is required in interpreting market data to develop the estimates of fair value, and accordingly, the estimates are not necessarily indicative of the amounts that the Company could realize in a current market exchange.

NOTE 3 NOTE PAYABLE

The Company entered into a note payable agreement with Mercea LLC on December 16, 2019. The note carries an interest rate of 6.75% per annum for a term of ten (10) years. Monthly payments of $1,575 in principal, along with interest will be made until December 16, 2029.

Year	Payments
2020	$ 18,900
2021	18,900
2022	18,900
2023	18,900
2024	18,900
Thereafter	94,500
	$ 189,000

NOTE 4 FRANCHISE AGREEMENT

The terms of the Company's franchise agreement will be as follows:

A. The Company will grant the right to use the Company name, trademark and system in the franchisee's franchise development business.
B. The franchisee is obligated to pay a non-refundable initial franchise fee.
C. The franchisee is obligated to pay a monthly royalty fee. Certain other fees are also outlined in the agreement.

NOTE 5 SUBSEQUENT EVENTS

Subsequent events have been evaluated through May 8, 2019, the date that the financial statements were available to be issued.

CODE WIZ FRANCHISE SYSTEM, LLC

FINANCIAL REPORT

AS OF MARCH 31, 2019

CODE WIZ FRANCHISE SYSTEM, LLC

TABLE OF CONTENTS

REESE CPA LLC

Independent Auditor's Report

To the Member
Code Wiz Franchise System, LLC
Westford, Massachusetts

Report on the Financial Statements

We have audited the accompanying balance sheets of Code Wiz Franchise System, LLC as of March 31, 2019 and December 31, 2018 and the related statements of operations, member's equity and cash flows for the three months ended March 31, 2019 and for the period from August 6, 2018 (Inception) through December 31, 2018 and the related notes to financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Code Wiz Franchise System, LLC as of March 31, 2019 and December 31, 2018 and the results of their operations and their cash flows for the three months ended March 31, 2019 and the period from August 6, 2018 (Inception) through December 31, 2018 in accordance with accounting principles generally accepted in the United States of America.

Reese CPA LLC

Thornton, Colorado
May 14, 2019

15953 Fillmore Street • Thornton, CO 80602
Office: (303) 999-6485 • Fax (303) 374-2328

CODE WIZ FRANCHISE SYSTEM, LLC
BALANCE SHEETS

	AS OF MARCH 31, 2019	AS OF DECEMBER 31, 2018
ASSETS:		
CURRENT ASSETS		
Cash and equivalents	$ 495	$ 455
TOTAL CURRENT ASSETS	495	455
PROPERTY AND EQUIPMENT, NET	1,489	-
INTANGIBLE ASSETS, NET	18,213	16,938
TOTAL ASSETS	$ 20,197	$ 17,393
LIABILITIES AND MEMBER'S EQUITY:		
CURRENT LIABILITIES	$ -	$ -
TOTAL CURRENT LIABILITIES	-	-
LONG-TERM LIABILITIES	-	-
TOTAL LIABILITIES	-	-
MEMBER'S EQUITY	20,197	17,393
TOTAL LIABILITIES AND MEMBER'S EQUITY	$ 20,197	$ 17,393

The accompanying notes are an integral part of these financial statements.

CODE WIZ FRANCHISE SYSTEM, LLC
STATEMENTS OF OPERATIONS

	FOR THE THREE MONTHS ENDED MARCH 31, 2019	FOR THE PERIOD FROM AUGUST 6, 2018 (INCEPTION) THROUGH DECEMBER 31, 2018
REVENUES	$ -	$ -
OPERATING EXPENSES		
General and administrative	1,113	2,711
Advertising and marketing	2,794	500
Payroll and related costs	1,620	-
TOTAL OPERATING EXPENSES	5,527	3,211
OPERATING (LOSS)	(5,527)	(3,211)
OTHER INCOME (EXPENSE)	-	-
NET (LOSS)	$ (5,527)	$ (3,211)

The accompanying notes are an integral part of these financial statements.

CODE WIZ FRANCHISE SYSTEM, LLC
STATEMENTS OF CHANGES IN MEMBER'S EQUITY
FOR PERIOD FROM AUGUST 6, 2018 (INCEPTION) THROUGH DECEMBER 31, 2018
AND FOR THE THREE MONTHS ENDED MARCH 31, 2019

	Member Contributions	Accumulated (Deficit)	Total Member's Equity
INCEPTION, AUGUST 6, 2018	**$ -**	**$ -**	**$ -**
Member Contributions	20,604	-	20,604
Net (loss)	-	(3,211)	(3,211)
BALANCE, DECEMBER 31, 2018	20,604	(3,211)	17,393
Member Contributions	8,331		8,331
Net (loss)	-	(5,527)	(5,527)
BALANCE, MARCH 31, 2019	$ 28,935	$ (8,738)	$ 20,197

The accompanying notes are an integral part of these financial statements.

CODE WIZ FRANCHISE SYSTEM, LLC
STATEMENT OF CASH FLOWS

	FOR THE THREE MONTHS ENDED MARCH 31, 2019	FOR THE PERIOD FROM AUGUST 6, 2018 (INCEPTION) THROUGH DECEMBER 31, 2018
CASH FLOWS FROM OPERATING ACTIVITIES		
Net (Loss)	$ (5,527)	$ (3,211)
Net cash (used in) operating activities	(5,527)	(3,211)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(1,489)	-
Purchase of intangible assets	(1,275)	(16,938)
Net cash (used) in investing activities	(2,764)	(16,938)
CASH FLOWS FROM FINANCING ACTIVITIES		
Member contributions	8,331	20,604
Net cash provided by financing activities	8,331	20,604
NET INCREASE (DECREASE) IN CASH	40	455
CASH, Beginning of Period	455	-
CASH, End of Period	$ 495	$ 455
SUPPLEMENTAL DISCLOSURES		
Cash paid for interest	$ -	$ -
Cash paid for taxes	$ -	$ -

The accompanying notes are an integral part of these financial statements.

NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Code Wiz Franchise System, LLC ("the Company") was formed on August 6, 2018, (Inception) in the State of Massachusetts as a limited liability company. The Company grants franchises to qualified persons wishing to operate a Code Wiz business that teaches computer science coding, robotics, electronics and 3D printing classes, primarily for school age children and teens between the ages of seven to seventeen, taught at Code Wiz facilities and other public and private locations. The franchised business will operate in a designated area.

The Company has one affiliate. Mercea, LLC, is a Massachusetts limited liability company formed on July 1, 2017 that has owned and operated a business similar to Code Wiz since October 31, 2017.

A summary of significant accounting policies follows:

Development Stage Operations

The Company's planned franchising activities, as previously described, have not yet commenced. Since its inception the Company has not sold any franchises, has not earned any revenue and has incurred limited expenses. The Company's activities are subject to significant risks and uncertainties, including failing to secure additional capital to fund operations until the Company achieves break-even operational status.

Use of Estimates

Preparation of the Company's financial statements in accordance with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of any contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers all highly liquid investments with a maturity of three months or less at the time of purchase to be cash equivalents. The Company had no cash equivalents as of March 31, 2019 and December 31, 2018.

Accounts Receivable

Accounts receivable arise in the normal course of business through franchise sales and royalties earned. Management evaluates individual customer's receivables considering their financial condition, credit history and current economic conditions. Accounts receivable are written off if deemed uncollectible and recoveries of accounts receivable previously written off are recorded as income when received. The Company did not have any accounts receivable or allowance for doubtful accounts as of March 31, 2019 and December 31, 2018 and did not charge-off any accounts receivable during the three months ended March 31, 2019 and the period from August 6, 2018 (Inception) through December 31, 2018.

NOTE 1 – NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property, Plant & Equipment

The Company has adopted ASC 360 – Property, Plant and Equipment. Property and equipment are stated at historical cost. Depreciation is provided using straight-line method based on the estimated useful lives of the related assets (generally three to seven years).

Intangible Assets

The Company has adopted ASC 350, Intangibles – Goodwill and Other that requires that goodwill and intangible assets with indefinite lives (such as franchise development cost) no longer be amortized to earnings but be tested for impairment at least annually. Intangible assets with finite lives are amortized over their estimated useful lives. The useful life of an intangible asset is the period over which it is expected to contribute directly or indirectly to future cash flows. Intangible assets with finite lives are reviewed for impairment if events or changes in circumstances indicate that the carrying value might not be recoverable.

Income Taxes

The members of the Company have elected to be taxed as a "Disregarded Entity" under the provisions of the Internal Revenue Code. Under those provisions, taxable income and losses of the Company are reported on the income tax return of its member and no provisions for federal or state franchise taxes has been recorded on the accompanying balance sheet.

The Company adopted ASC 740-10-25-6 "Accounting for Uncertainty in Income Taxes", that requires the Company to disclose uncertain tax positions. Under the standard an entity may only recognize or continue to recognize tax positions that meet a "more likely than not" threshold upon examination by taxing authorities. Based on its evaluation, the Company has concluded that there are no significant uncertain tax positions requiring recognition in its financial statements or that would affect the Company's member. The Company's evaluation was performed for the period from August 6, 2018 (Inception) through December 31, 2018 for U.S. Federal Income Tax and the State of Massachusetts Income Tax

Revenue Recognition

When a Code Wiz franchise is sold, the Company agrees to provide certain services to the franchisee. Initial franchise fees will be recognized as revenue when the material services and conditions required to be performed by the Company have been completed. Initial franchise fees collected by the Company before the material services and conditions are complete will be recorded as deferred franchise sales revenue. The Company had no franchise sales during the three months ended March 31, 2019 and the period from August 6, 2018 (Inception) through December 31, 2018.

Revenues from continuing royalties are 6% of monthly gross revenues. The fees are due monthly and are recognized as revenue by the Company when earned. The Company had no revenues from continuing royalties during the three months ended March 31, 2019 and the period from August 6, 2018 (Inception) through December 31, 2018.

NOTE 1 – NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Brand Fund Contribution

The Company has established a brand development fund. The contribution to the fund is currently 1% of monthly gross sales and the Company has reserved the right to increase the contribution to 2% of monthly gross sales. The contribution is due monthly and is recognized as revenue when earned. There were no contributions during the three months ended March 31, 2019 and the period from August 6, 2018 (Inception) through December 31, 2018.

Advertising Costs

The Company expenses advertising costs as incurred. Advertising expense the three months ended March 31, 2019 and for the period from August 6, 2018 (Inception) through December 31, 2018 was S2,794 and $500, respectively.

Fair Value of Financial Instruments

For the Company's financial instruments which consist of cash and cash equivalents the carrying amounts approximate fair value due to their short maturities.

Recently issued accounting pronouncements

The Company has adopted all recently issued Accounting Standards Updates ("ASU"). The adoption of the recently issued ASUs, including those not yet effective, is not anticipated to have a material effect on the financial position or results of operations of the Company.

NOTE 2 – PROPERTY AND EQUIPMENT

Property and equipment, net consist of the following at March 31, 2019 and December 31, 2018:

	2019	2018
Equipment	$ 1,489	$ -
Accumulated depreciation	-	-
	$ 1,489	$ -

Depreciation expense was $0 and $0 for the three months ended March 31, 2019 and the period from August 6, 2018 (Inception) through December 31, 2018, respectively.

NOTE 3 – INTANGIBLE ASSETS

Intangible assets consist of the following at March 31, 2019 and December 31, 2018:

	2019	2018
Franchise development costs	$ 18,213	$ 16,938
Accumulated amortization	-	-
	$ 18,213	$ 16,938

Amortization of the intangible assets will begin upon the Company's first franchise sale. Estimated amortization expense for the next five succeeding years beginning with the first franchise sales is expected to be $3,600 per year.

NOTE 4 – SUMMARY OF FRANCHISE ACTIVITY

Changes in the number of franchises for the three months ended March 31, 2019 and the period from August 6, 2018 (Inception) to December 31, 2018 consist of the following:

	2019	2018
Units in operation, beginning	1	1
Units opened	-	-
Units terminated or closed	-	-
Units in operation, ending	1	1
Franchised units	-	-
Affiliate owned units	1	1

NOTE 5 – COMMITMENTS AND CONTINGENCIES

Litigation
The Company may be party to various claims, legal actions and complaints arising in the ordinary course of business. In the opinion of management, all matters are of such kind, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

NOTE 6 - SUBSEQUENT EVENTS

Date of Management's Evaluation

Management has evaluated subsequent events through May 14, 2019 the date on which the financial statements were available to be issued.

CODE WIZ FRANCHISE SYSTEM, LLC
(A Development Stage Company)

UNAUDITED BALANCE SHEET
AS OF AUGUST 15, 2018

ASSETS:	
CURRENT ASSETS	
Cash – Opening Contribution	10,000
TOTAL CURRENT ASSETS	
	10,000
TOTAL ASSETS	$ 10,000
CURRENT LIABILITIES	
LIABILITIES AND MEMBERS' EQUITY	
Accounts payable	0
TOTAL CURRENT LIABILITIES	**0**
MEMBERS' EQUITY	
Members' equity	10,000
TOTAL MEMBERS' EQUITY	10,000
TOTAL LIABILITIES AND MEMBERS' EQUITY	$ 10,000

FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT C

LIST OF FRANCHISEES

LIST OF CURRENT AND FORMER FRANCHISEES

Current Franchisees as of December 31, 2019:

FRANCHISEES			
State	Business Address	Franchisee	Phone Number
Massachusetts	30 Lynman Street Westborough, MA 01581	Sudhir Chaudhary	978-809-2331
	Arlington, Massachusetts (Operating Online)	Jim White	978-852-9956
	347 Main Street Reading, MA 01867	Ravi Meka and Sandeep Alluri	Sandeep – 859-396-8435 Ravi – 617-866-0758
New Jersey	357 3rd Street Jersey City NJ 07302	Evan Gilbert	

Former Franchisees:

FRANCHISEES			
State	Business Address	Franchisee	Phone Number
	No Franchisees Requiring Disclosure		

FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT D

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

List of State Administrators

California
Department of Business Oversight
320 West 4th Street Suite 750
Los Angeles, CA 90013

Commissioner of Business Oversight
1515 K Street, Suite 200
Sacramento, CA 95814
1-866-275-2677

Connecticut
Connecticut Banking Commissioner
Department of Banking
Securities & Business Investments Division
260 Constitution Plaza
Hartford, CT 06103

Florida
Division of Consumer Services
Attn: Business Opportunities
2005 Apalachee Parkway
Tallahassee, FL 32399

Hawaii
Franchise & Securities Division
State Department of Commerce
P.O. Box 40
Honolulu, HI 96813

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

Indiana
Indiana Secretary of State
Indiana Securities Division
Franchise Section
302 W. Washington Street Room E-111
Indianapolis, IN 46204

Kentucky
Office of the Attorney General
Consumer Protection Division
Attn: Business Opportunity
1024 Capital Center Drive
Frankfort, KY 40601

Maine
Department of Professional and Financial Regulations
Bureau of Banking
Securities Division
121 Statehouse Station
Augusta, ME 04333

Maryland
Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, MD 21202

Michigan
Michigan Department of the Attorney General
Consumer Protection Division
Antitrust and Franchise Unit
670 Law Building
PO Box 30213
Lansing, MI 48909

Minnesota
Minnesota Department of Commerce
Securities Unit
85 7th Place East, Suite 280
St. Paul, MN 55101

Nebraska
Nebraska Department of Banking and Finance
Commerce Court
1230 O Street, Suite 400, Lincoln, NE 68509

New York
NYS Department of Law
Investor Protection Bureau
28 Liberty St., 21st Floor
New York, NY 10005
212-416-8286

North Carolina
Secretary of State
Securities Division
300 North Salisbury Street, Suite 100
Raleigh, NC 27603

North Dakota
Office of Securities Commissioner
600 East Boulevard, 5th Floor
Department 414
Bismarck, ND 58505

Rhode Island
Department of Business Registration
Division of Securities
233 Richmond Street Suite 232
Providence, RI 02903

South Carolina
Office of the Secretary of State
1205 Pendleton Street
Edgar Brown Building, Suite 525
Columbia, SC 29201

South Dakota
Franchise Office
Division of Securities
910 E. Sioux Avenue
Pierre, SD 57501

Texas
Office of the Secretary of State
Statutory Document Section
1019 Brazos Street
Austin, TX 78701

Utah
Utah Department of Commerce
Division of Consumer Protection
160 East Three Hundred South
PO Box 146704
Salt Lake City, UT 84114

Virginia
State Corporation Commission
Division of Securities and Retail Franchising
1300 E. Main Street, 9th Floor
Richmond, VA 23219

Washington
Department of Financial Institutions
Securities Division
PO Box 9033
Olympia, WA 98507

Wisconsin
Franchise Office
Wisconsin Securities Commission
PO Box 1768
Madison, WI 53701

Agents for Service of Process

California
Commissioner of Business Oversight
Department of Business Oversight
320 West 4th Street Suite 750
Los Angeles, CA 90013

Commissioner of Business Oversight
1515 K Street, Suite 200
Sacramento, CA 95814
1-866-275-2677

Connecticut
Banking Commissioner
Department of Banking
Securities and Business Investment Division
260 Constitution Plaza
Hartford, CT 06103

Hawaii
Director of Department of Commerce and Consumer Affairs
335 Merchant Street, Suite 203
Honolulu, HI 96813

Illinois
Illinois Attorney General
500 South Second Street
Springfield, IL 62706

Maryland
Maryland Securities Commissioner
200 St. Paul Place
Baltimore, MD 21202

Michigan
Michigan Department of Commerce
Corporation and Securities Bureau
6546 Mercantile Way
Lansing, MI 48910

Minnesota
Commissioner of Commerce of Minnesota
Department of Commerce
85 7th Place East, Suite 500
St. Paul, MN 55101

New York
Secretary of State of the State of New York
99 Washington Avenue
Albany, NY 12231

North Dakota
North Dakota Securities Commissioner
State Capitol
600 East Boulevard
Bismarck, ND 58505

Rhode Island
Director of Department of Business Regulation
233 Richmond Street, Suite 232
Providence, RI 02903

South Dakota
Director, Division of Securities
Department of Commerce and Regulation
445 East Capitol Avenue
Pierre, SD 57501

Virginia
Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, VA 23219

Washington
Securities Administrator
Washington Department of Financial Institutions
150 Israel Road SW
Tumwater, WA 98501

Wisconsin
Wisconsin Commissioner of Securities
345 W Washington Avenue

Madison, WI 53703

FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT E

FRANCHISE DISCLOSURE QUESTIONNAIRE

FRANCHISE DISCLOSURE QUESTIONNAIRE

As you know, Code Wiz Franchise System, LLC. ("we" or "us"), and you are preparing to enter into a Franchise Agreement for the operation of a Code Wiz franchise. The purpose of this questionnaire is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate, or misleading, to be certain that you have been properly represented in this transaction, and to be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. You cannot sign or date this questionnaire the same day as the Receipt for the Franchise Disclosure Document, but you must sign and date it the same day you sign the Franchise Agreement. Please review each of the following questions carefully and provide honest responses to each question. If you answer "No" to any of the questions below, please explain your answer in the table provided below.

l.	Yes/No	____	Have you received and personally reviewed the Franchise Agreement and each attachment or exhibit attached to it that we provided?
2.	Yes/No	____	Have you received and personally reviewed the Franchise Disclosure Document and each attachment or exhibit attached to it that we provided?
3.	Yes/No	____	Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?
4.	Yes/No	____	Do you understand all the information contained in the Franchise Disclosure Document and Franchise Agreement?
5.	Yes/No	____	Have you reviewed the Franchise Disclosure Document and Franchise Agreement with a lawyer, accountant, or other professional advisor, or have you had the opportunity for such review and chosen not to engage such professionals?
6.	Yes/No	____	Have you had the opportunity to discuss the benefits and risks of developing and operating a Code Wiz Franchise with an existing Code Wiz franchisee?
7.	Yes/No	____	Do you understand the risks of developing and operating a Code Wiz Franchise?
8.	Yes/No	____	Do you understand the success or failure of your Code Wiz Franchise will depend in large part upon your skills, abilities, and efforts, and those of the persons you employ, as well as many factors beyond your control such as competition, interest rates, the economy, inflation, labor and supply costs, and other relevant factors?
9.	Yes/No	____	Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be arbitrated in Massachusetts, if not resolved informally or by mediation?
10.	Yes/No	____	Do you understand that you must satisfactorily complete the initial training program before we will allow your Code Wiz Franchise to open or consent to a transfer of Code Wiz Franchise to you?
11.	Yes/No	____	Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a Code Wiz Franchise that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

12. Yes/No ____ Do you agree that no employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement and any addendum, concerning advertising, marketing, media support, marketing penetration, training, support service, or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

13. Yes/No ____ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a Code Wiz Franchise will generate that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

14. Yes/No ____ Do you understand that the Franchise Agreement, including each attachment or exhibit to the Franchise Agreement, contains the entire agreement between us and you concerning Code Wiz Franchise, meaning any prior oral or written statements not set out in the Franchise Agreement or the attachments or exhibits to the Franchise Agreement will not be binding?

15. Yes/No ____ Do you understand that we are relying on your answers to this questionnaire to ensure that the franchise sale was made in compliance of state and federal laws?

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

______________________________	______________________________
Signature of Franchise Applicant	Signature of Franchise Applicant
______________________________	______________________________
Name (please print)	Name (please print)
Date ______________________	Date ______________________

EXPLANATION OF ANY NEGATIVE RESPONSES (REFER TO QUESTION NUMBER):

Question Number	Explanation of Negative Response

FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT F

OPERATIONS MANUAL TABLE OF CONTENTS

Table of Contents

ATTACHMENTS:

Standard OPS Guide
Pre-Opening Manual

FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT G

STATE SPECIFIC ADDENDA

CALIFORNIA DISCLOSURE
CALIFORNIA ADDENDUM TO
Code Wiz Franchise Disclosure Document

a. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

b. The franchisor, any person or franchise broker in Item 2 of the FDD is (or not) subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a *et seq.*, suspending or expelling such persons from membership in such association or exchange.

c. California Business and Professions Code 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

d. The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law. (11 U.S.C.A. Sec. 101 et seq.).

e. The franchise agreement contains a covenant not to compete, which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

f. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

g. The franchise agreement requires binding arbitration. The arbitration will occur in Massachusetts with the costs being borne by the franchisee and franchisor. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5 Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

h. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professional Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

i. The franchise agreement requires application of the laws of the State of Massachusetts.

j. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

k. You must sign a general release of claims if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 Through 31516). Business and Professions Code Section 20010 Voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043.

l. ITEM 6: The highest interest rate allowed by law in the State of California is ten (10%) percent.

m. ITEM 17: California Business and Professions Code Sections 2000 to 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

n. The following URL address is for the franchisor's website: www.thecodewiz.com.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT WWW.DBO.CA.GOV.

o. This Addendum shall be effective only to the extent that the jurisdictional requirements of the California Franchise Investment Law are met independently with respect to such provision, without reference to this Addendum to the Franchise Disclosure Document.

Connecticut Disclosure
CONNECTICUT ADDENDUM TO
Code Wiz Franchise Disclosure Document

AMENDMENT OF FDD DISCLOSURES:

Item 3, "Litigation", Item 3 is hereby supplemented by the addition of the following statements incorporated at the beginning of the Item 3:

a. Neither the Franchisor nor any person identified in Items 1 or 2 above has any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) pending against him alleging a violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, business opportunity law, securities law, misappropriation of property or comparable allegations.

b. Neither the Franchisor nor any other person identified in Items 1 or 2 above has during the ten (10) year period immediately preceding the date of this Disclosure Document, been convicted of a felony or pleaded nolo contendere to a felony charge or been held liable in any civil action by final judgment, or been the subject of any material complaint or other legal proceeding where a felony, civil action, complaint or other legal proceeding involved violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, business opportunity law, securities law, misappropriation of property or comparable allegations or which was brought by a present or former purchaser-investor or which involves or involved the business opportunity relationship.

c. Neither the Franchisor nor any person identified in Items 1 or 2 above is subject to any currently effective injunctive or restrictive order or decree relating to the franchise, or under any federal, state or Canadian franchise, securities, business opportunity, antitrust, trade regulation or trade practice law as a result of concluded or pending action or proceeding brought by a public agency, or is a party to a proceeding currently pending in which an order is sought, relating to or affecting business opportunity activities or the seller-purchaser-investor relationship, or involving fraud, including but not limited to, a violation of any business opportunity law, franchise law, securities law or unfair or deceptive practices law, embezzlement, fraudulent conversion, misappropriation of property or restraint of trade.

d. Neither Company nor any person identified in ITEM 2 above is subject to any currently effective order of any national securities association or national securities exchange (as defined in the Securities & Exchange Act of 1934) suspending or expelling these persons from membership in the association or exchange.

Item 4, "Bankruptcy", Item 4 is hereby supplemented by the addition of the following statements incorporated at the beginning of the Item 4:

No entity or person listed in Items 1 and 2 of this Disclosure Document has, at any time during the previous ten (10) fiscal years (a) filed for bankruptcy protection, (b) been adjudged bankrupt, (c) been reorganized due to insolvency, or (d) been a principal, director, executive officer or partner of any other person that has so filed or was adjudged or reorganized, during or within one year after the period that the person held a position with the other person.

Hawaii Disclosure
HAWAII ADDENDUM TO
Code Wiz Franchise Disclosure Document

ADDITION TO FDD RECEIPT EXHIBIT "I"

The Receipt for this Disclosure Document (attached as Exhibit "I") is supplemented to add the following:

1. THIS FRANCHISE WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

2. THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS BEFORE THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS BEFORE THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

3. THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT AND THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Illinois Disclosure

ILLINOIS ADDENDUM TO

Code Wiz Franchise Disclosure Document

DISCLOSURE REQUIRED BY THE STATE OF ILLINOIS

Illinois Law governs the Franchise Agreement(s) and, if applicable, the Development Rights Riders

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Indiana Disclosure
INDIANA ADDENDUM TO
Code Wiz Franchise Disclosure Document

AMENDMENT OF FDD DISCLOSURES:

a. Item 8, "Restrictions on Sources of Products and Services", Item 8 is hereby amended and supplemented by the addition of the following disclosure:

Under Indiana Code Section 23-2-2.7-1(4), the franchisor will not obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted by the franchisee.

b. Item 6, "Other Fees" and Item 9, "Franchisee's Obligations", are hereby amended and supplemented, as follows:

The franchisee will not be required to indemnify franchisor for any liability imposed upon franchisor as a result of franchisee's reliance upon or use of procedures or products that were required by franchisor, if the procedures or products were utilized by franchisee in the manner required by franchisor.

c. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," Item 17 is hereby amended and supplemented, as follows:

Indiana Code 23-2-2.7-1(7) makes unlawful unilateral termination of a franchise unless there is a material violation of the Franchise Agreement and termination is not in bad faith.

Indiana Code 23-2-2.7-1(5) prohibits a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Law.

ITEM 17(r) is amended subject to Indiana Code 23-2-2.7-1(9) to provide that the post-term non-competition covenant shall have a geographical limitation of the territory granted to Franchisee.

ITEM 17(v) is amended to provide that Franchisees will be permitted to commence litigation in Indiana for any cause of action under Indiana Law.

ITEM 17(w) is amended to provide that in the event of a conflict of law, Indiana Law governs any cause of action that arises under the Indiana Disclosure Law or the Indiana Deceptive Franchise Practices Act.

d. This Addendum shall be effective only to the extent that the jurisdictional requirements of the Indiana Code are met independently with respect to such provision, without reference to this Addendum to the Franchise Disclosure Document.

Maryland Disclosure
MARYLAND ADDENDUM TO
Code Wiz Franchise Disclosure Document

AMENDMENT OF FDD DISCLOSURES:

Item 17, "Renewal, Termination, Transfer and Dispute Resolution," Item 17 is hereby amended and supplemented, as follows:

(a) The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

(b) A Franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

(c) Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

(d) In the event of a conflict of laws if required by the Maryland Franchise Registration and Disclosure Law, Maryland law shall prevail.

(e) The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et seq.).

Michigan Disclosure
MICHIGAN ADDENDUM TO
Code Wiz Franchise Disclosure Document

AMENDMENT OF FDD DISCLOSURES:

a. THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

i) A prohibition of your right to join an association of Franchisees.

ii) A requirement that you assent to a release, assignment, novation, waiver or estoppel that deprives you of rights and protections provided in this act. This shall not preclude you, after entering into a Franchise Agreement, from settling any and all claims.

iii) A provision that permits us to terminate a franchise before the expiration of this term except for good cause. Good cause shall include your failure to comply with any lawful provision of the Franchise Agreement and to cure the failure after being given written notice of the failure and a reasonable opportunity, which in no event need be more than 30 days, to cure the failure.

iv) A provision that permits us to refuse to renew a franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration of your inventory, supplies, equipment, fixtures and furnishings. Personalized materials that have no value to us and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (a) the term of the franchise is less than 5 years, and (b) you are prohibited by the franchise agreement or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising or other commercial symbol in the same area subsequent to the expiration of the franchise or you do not receive at least 6 months advance notice of our intent not to renew the franchise.

v) A provision that permits us to refuse to renew a franchise on terms generally available to other Franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

- A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

- A provision that permits us to refuse to permit a transfer of ownership of a franchise, except for good cause. The subdivision does not prevent us from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

  - The failure of the proposed transferee to meet our then-current reasonable qualifications or standards.

  - The fact that the proposed transferee is our or Sub-franchisor's competitor.

- The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

- Your or proposed transferee's failure to pay us any sums or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

- A provision that requires you to resell to us items that are not uniquely identified with us. This subdivision does not prohibit a provision that grants us a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants us the right to acquire the assets of a franchise for the market or appraised value and has failed to cure the breach in the manner provided in ITEM 17 (g).

- A provision that permits us to directly or indirectly convey, assign or otherwise transfer our obligations to fulfill contractual obligations to you unless a provision has been made for providing the required contractual services.

b. If our most recent financial statements are unaudited and show a net worth of less than $100,000.00, you may request that we arrange for the escrow of initial investment and other funds you paid until our obligations, if any, to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At our option, a surety bond may be provided in place of escrow.

c. THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENFORCEMENT BY THE ATTORNEY GENERAL.

d. Any questions regarding this notice should be directed to: State of Michigan, Consumer Protection Division, Attention: Franchise Bureau, 670 Law Building, Lansing, MI 48913; telephone number (517) 373-3800.

Minnesota Disclosure
MINNESOTA ADDENDUM TO
Code Wiz Franchise Disclosure Document

ADDITIONAL RISK FACTORS:

1. THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

2. THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

AMENDMENT OF FDD DISCLOSURES:

a. Item 13, "Trademarks", Item 13 is hereby supplemented and amended by the inclusion of the following:

> As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), we will reimburse you for any costs incurred by you in the defense of your right to use the marks, so long as you were using the marks in the manner authorized by us, and so long as we are timely notified of the claim and given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

b. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," Item 17 is hereby amended and supplemented, as follows:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5, which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Agreement.

ITEM 17 shall not provide for a prospective general release of claims against us that may be subject to the Minnesota Franchise Law. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

New York Disclosure
NEW YORK ADDENDUM TO
Code Wiz Franchise Disclosure Document

ADDITIONAL RISK FACTORS

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law;

fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer"**:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee":

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the "Summary" section of Item 17(j), titled "**Assignment of contract by franchisor"**:

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

North Dakota Disclosure
NORTH DAKOTA ADDENDUM TO
Code Wiz Franchise Disclosure Document

AMENDMENT OF FDD DISCLOSURES:

a. Item 5, "Initial fees", is hereby amended and supplemented, as follows:

Refund and cancellation provisions will be inapplicable to franchises operating under North Dakota Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17. If franchisor elects to cancel this Franchise Agreement, franchisor will be entitled to a reasonable fee for its evaluation of you and related preparatory work performed and expenses actually incurred.

b. Item 6, "Other Fees", is hereby amended and supplemented, as follows:

No consent to termination or liquidated damages shall be required from franchisees in the State of North Dakota.

c. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," Item 17 is hereby amended and supplemented, as follows:

Any provision requiring a franchisee to sign a general release upon renewal of the franchise agreement has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

Any provision requiring a franchisee to consent to termination or liquidation damages has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

Covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statute, are unfair, unjust and inequitable. Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota.

Any provision in the Franchise Agreement requiring a franchisee to agree to the arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of arbitration or mediation must be agreeable to all parties and may not be remote from the franchisee's place of business.

Any provision in the Franchise Agreement which designates jurisdiction or venue or requires the franchisee to agree to jurisdiction or venue in a forum outside of North Dakota is void with respect to any cause of action which is otherwise enforceable in North Dakota.

Apart from civil liability as set forth in Section 51-19-12 of the N.D.C.C., which is limited to violations of the North Dakota Franchise Investment Law (registration and fraud), the liability of the franchisor to a franchisee is based largely on contract law. Despite the fact that those provisions are not contained in the franchise investment law, those provisions contain substantive rights intended to be afforded to North Dakota residents and it is unfair to franchise investors to require them to waive their rights under North Dakota Law.

Any provision in the Franchise Agreement requiring that the Franchise Agreement be construed according to the laws of a state other than North Dakota are unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

Any provision in the Franchise Agreement which requires a franchisee to waive his or her right to a jury trial has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

Rhode Island Disclosure
RHODE ISLAND ADDENDUM TO
Code Wiz Franchise Disclosure Document

AMENDMENT OF FDD DISCLOSURES:

Item 17, "Renewal, Termination, Transfer and Dispute Resolution," Item 17 is hereby amended and supplemented, as follows:

The Rhode Island Franchise Investment Act, R.I. Gen. Law Ch. 395 Sec. 19-28.1-14 provides that a provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

Any general release as a condition of renewal, termination or transfer will be void with respect to claims under the Rhode Island Franchise Investment Act.

Virginia Disclosure

VIRGINIA ADDENDUM TO

Code Wiz Franchise Disclosure Document

Item 17, "Renewal, Termination, Transfer and Dispute Resolution," Item 17.h. is hereby amended and supplemented, as follows:

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in Code Wiz Franchise Agreement do not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Washington State Disclosure
WASHINGTON ADDENDUM TO
Code Wiz Franchise Disclosure Document

AMENDMENT OF FDD DISCLOSURES:

The State of Washington has a statute RCW. 19.100.180 which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration or as determined by the arbitrator.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees are collectable to the extent.

Wisconsin Disclosure
WISCONSIN ADDENDUM TO
Code Wiz Franchise Disclosure Document

Item 17, "Renewal, Termination, Transfer and Dispute Resolution," Item 17 is hereby amended and supplemented, as follows:

The Wisconsin Fair Dealership Law Title XIV-A Ch. 135, Section 135.01-135.07 may affect the termination provision of the Franchise Agreement.

STATE SPECIFIC AMENDMENTS TO FRANCHISE AGREEMENT
AND, IF APPLICABLE, DEVELOPMENT RIGHTS RIDER

HAWAII – Franchise Agreement Amendment
to Code Wiz Franchise Agreement

In recognition of the requirements of the Hawaii Franchise Investment Law, the parties to the attached Code Wiz Franchise System, LLC Franchise Agreement (the "Franchise Agreement") agree as follows:

1. Under Article 14.C of the Franchise Agreement, under the heading "Conditions for Approval of Transfer," the subarticle 14.C(6) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> (6) The transferor and its owners and Owners must execute a general release in a form satisfactory to Franchisor, releasing Franchisor, Franchisor's affiliates and past and present officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees, of any and all claims against Franchisor for matters arising on or before the effective date of the Transfer; provided, however, that all rights enjoyed by Franchisee and any causes of action arising in Franchisee's favor from the provisions of the Hawaii Franchise Investment Law, shall remain in force; it being the intent of this provision that the non-waiver provisions of the Hawaii Franchise Investment Law be satisfied; and
>
> The Hawaii Franchise Investment Law provides rights to the franchisee concerning non-renewal, termination and transfer of the Franchise Agreement. If this subarticle contains a provision that is inconsistent with the Hawaii Franchise Investment Law, the Hawaii Franchise Investment Law will control.

2. Under Article 15.D of the Franchise Agreement, under the heading "Conditions for Renewal," the subarticle 15.D(5) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> (5) Franchisee and the Owners must execute the general release, attached hereto as Exhibit 10 releasing Franchisor, its affiliates and their respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants, employees, successors and assigns from any and all claims, including, without limitation, claims arising under this Agreement under federal, state or local laws, rules, regulations, or orders - If precluded by law from giving a general release, Franchisee shall execute an estoppel statement -; provided, however, that all rights enjoyed by Franchisee and any causes of action arising in Franchisee's favor from the provisions of the Hawaii Franchise Investment Law, shall remain in force; it being the intent of this provision that the non-waiver provisions of the Hawaii Franchise Investment Law be satisfied; and
>
> The Hawaii Franchise Investment Law provides rights to the franchisee concerning non-renewal, termination and transfer of the Franchise Agreement. If this subarticle contains a provision that is inconsistent with the Hawaii Franchise Investment Law, the Hawaii Franchise Investment Law will control.

3. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Hawaii Franchise Investment Law are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Hawaii State amendment to the Code Wiz Franchise System, LLC Franchise Agreement on the same date as the Franchise Agreement was executed.

Franchisor:
Code Wiz Franchise System, LLC

By:______________________________
Signature

____
Name and Title

Franchisee:

____
Signature

____
Name (please print)

____
Signature

____
Name (please print)

ILLINOIS – Franchise Agreement and Development Rights Rider Amendment
to Code Wiz Franchise and Development Rights Rider

In recognition of the requirements of the Illinois Franchise Disclosure Act, 815 ILCS 705/1 to 705/45, and Ill. Admin. Code tit. 15, §200.100 et seq., the parties to the attached Code Wiz Franchise System, LLC Franchise Agreement (the "Franchise Agreement") and, if applicable, the Code Wiz Franchise System, LLC Development Rights Rider (the "Development Rights Rider") agree as follows:

Illinois Law governs the Franchise Agreement(s) and, if applicable, the Development Rights Riders

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act (815 ILCS 705/1 to 705/45) are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Illinois amendment to the Code Wiz Franchise System, LLC Franchise Agreement, and, if applicable, Development Rights Rider, on the same date as each respective agreement was executed.

Franchisor:	**Franchisee:**
Code Wiz Franchise System, LLC	
By:____________________	____________________
Signature	Signature
____________________	____________________
Name and Title	Name (please print)

MARYLAND – Franchise Agreement and Development Rights Rider Amendment
to Code Wiz Franchise and Development Rights Rider

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Code Wiz Franchise System, LLC Franchise Agreement (the "Franchise Agreement") and, if applicable, the Code Wiz Franchise System, LLC Development Rights Rider (the "Development Rights Rider")agree as follows:

1. Under Article 14.C of the Franchise Agreement, under the heading "Conditions for Approval of Transfer," the subarticle 14.C(6) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> (6) The transferor and its owners and Owners must execute a general release in a form satisfactory to Franchisor, releasing Franchisor, Franchisor's affiliates and past and present officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees, of any and all claims against Franchisor for matters arising on or before the effective date of the Transfer; provided, however, that all rights and causes of action arising in favor of Franchisee from the provisions of the Maryland Franchise Registration and Disclosure Law and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of the Maryland Franchise Registration and Disclosure Law be satisfied.

2. Under Article 15.D of the Franchise Agreement, under the heading "Conditions for Renewal," the subarticle 15.D(5) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> (5) Franchisee and the Owners must execute the general release, attached hereto as Exhibit 10 releasing Franchisor, its affiliates and their respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants, employees, successors and assigns from any and all claims, including, without limitation, claims arising under this Agreement under federal, state or local laws, rules, regulations, or orders - If precluded by law from giving a general release, Franchisee shall execute an estoppel statement -; provided, however, that all rights and causes of action arising in favor of Franchisee from the provisions of the Maryland Franchise Registration and Disclosure Law and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of the Maryland Franchise Registration and Disclosure Law be satisfied.

3. Article 18.G. of the Franchise Agreement, under the heading "Choice of Law, Non-Binding Mediation, Binding Arbitration, and Consent to Jurisdiction," shall be amended by the addition of the following statement added to Article 18.G.:

> A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. Article 18.I. of the Franchise Agreement, under the heading "Limitations of Claims," shall be amended by the addition of the following statement added to Article 18.I.:

> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

5. Article 18 of the Franchise Agreement, under the heading "Enforcement and Construction," shall be supplemented by the addition of the following new subarticle 18.Z.:

> 18.Z Nothing in this Agreement should be considered a waiver of any right conferred upon franchisee by the Maryland Franchise Registration and Disclosure Law.

All representations requiring prospective franchisees to assent to a release, estoppel, or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

A general release required as a condition of renewal, sale and/or assignment or transfer of a Franchise Agreement shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law

6. If Franchisee executes a Development Rights Rider, then Article 7.6 of the Development Rights Rider, under the heading "Choice of Law, Non-Binding Mediation, Binding Arbitration, and Consent to Jurisdiction", is amended by the addition of the following statement added to the end of the last sentence of Article 7.6:

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

7. If Franchisee executes a Development Rights Rider, then Article 7.8 of the Development Rights Rider, under the heading "Limitations of Claims," shall be amended by the addition of the following statement added to Article 7.8:

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

8. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Maryland amendment to the Code Wiz Franchise System, LLC Franchise Agreement and, if applicable, Development Rights Rider, on the same date as each respective agreement was executed.

Franchisor: Code Wiz Franchise System, LLC	**Franchisee:**
By:____________________ Signature	____________________ Signature
____________________ Name and Title	____________________ Name (please print)
	____________________ Signature
	____________________ Name (please print)

MINNESOTA – Franchise Agreement and Development Rights Rider Amendment
to Code Wiz Franchise and Development Rights Rider

In recognition of the requirements of the Minnesota Statutes, Chapter 80C. and Minnesota Franchise Rules, Chapter 2860, the parties to the attached Code Wiz Franchise System, LLC Franchise Agreement (the "Franchise Agreement") and, if applicable, the Code Wiz Franchise System, LLC Development Rights Rider (the "Development Rights Rider")agree as follows:

1. Under Article 14.C of the Franchise Agreement, under the heading "Conditions for Approval of Transfer," the subarticle 14.C(6) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> (6) The transferor and its owners and Owners must execute a general release in a form satisfactory to Franchisor, releasing Franchisor, Franchisor's affiliates and past and present officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees, of any and all claims against Franchisor for matters arising on or before the effective date of the Transfer; provided, however, that all rights enjoyed by Franchisee and any causes of action arising in Franchisee's favor from the provisions of the Minnesota Franchise Act, Minn. Stat. Section 80C.14 et seq. and Minnesota Rules 2860.4400(D), shall remain in force; it being the intent of this provision that the non-waiver provisions of the Minnesota Rules 2860.4400(D) be satisfied; and
>
> Minnesota law provides a franchisee with certain termination and non-renewal rights. Minn. Stat. Sect. 80C.14 Subdivisions 3, 4, and 5 require, except in certain specified cases, that franchisee be given one hundred eighty (180) days' notice of nonrenewal of this Agreement by Franchisor.

2. Under Article 15.D of the Franchise Agreement, under the heading "Conditions for Renewal," the subarticle 15.D(5) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> (5) Franchisee and the Owners must execute the general release, attached hereto as Exhibit 10 releasing Franchisor, its affiliates and their respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants, employees, successors and assigns from any and all claims, including, without limitation, claims arising under this Agreement under federal, state or local laws, rules, regulations, or orders - If precluded by law from giving a general release, Franchisee shall execute an estoppel statement -; provided, however, that all rights enjoyed by Franchisee and any causes of action arising in Franchisee's favor from the provisions of the Minnesota Franchise Act, Minn. Stat. Section 80C.14 et seq. and Minnesota Rules 2860.4400(D), shall remain in force; it being the intent of this provision that the non-waiver provisions of the Minnesota Rules 2860.4400(D) be satisfied; and
>
> Minnesota law provides a franchisee with certain termination and non-renewal rights. Minn. Stat. Sect. 80C.14 Subdivisions 3, 4, and 5 require, except in certain specified cases, that franchisee be given one hundred eighty (180) days' notice of nonrenewal of this Agreement by Franchisor.

3. Under Article 11 of the Franchise Agreement, under the heading "Notice of Infringement and Claims," the subarticle 11.C. shall be supplemented by the addition of the following:

> Franchisor agrees to protect Franchisee, to the extent required by the Minnesota Franchise Act, against claims of infringement or unfair competition with respect to Franchisee's use

of the Licensed Marks when, in the opinion of Franchisor's counsel, Franchisee's rights warrant protection pursuant to Article 11.E. of this Agreement.

4. Under Article 14 of the Franchise Agreement, under the heading "Transfer of Interest," the subarticle 14.C. shall be supplemented by the addition of the following:

Franchisor shall not unreasonably withhold consent to transfer the franchise agreement.

5. Under Article 16 of the Franchise Agreement, under the heading "Termination Upon Written Notice," the subarticle 16.A(2). shall be supplemented by the addition of the following:

Article 16.A(2) will not be enforced to the extent prohibited by applicable law.

6. Under Article 16 of the Franchise Agreement, under the heading "Termination After Cure Period," the subarticle 16.A(3)(d), shall be supplemented by the addition of the following:

Subarticle 16.A(3)(d) will not be enforced to the extent prohibited by applicable law.

7. Under Article 16 of the Franchise Agreement, under the heading "Termination After Cure Period," the subarticle 16.A(3) is hereby amended to replace the "30" day cure period with "60" days and the following is added:

Minnesota law provides a franchisee with certain termination rights. Minn. Stat. Sect. 80C.14 Subdivisions 3, 4, and 5 require, except in certain specified cases, that franchisee be given ninety (90) days' notice of termination (with sixty days to cure) of this Agreement.

8. Article 18.F. of the Franchise Agreement, under the heading "Governing Law", shall be amended by the addition of the following statement added to the end of the last sentence of Article 18.F.:

; except to the extent otherwise prohibited by applicable law with respect to claims arising under the Minnesota Franchise Act.

9. Article 18.G. of the Franchise Agreement, under the heading "Choice of Law, Non-Binding Mediation, Binding Arbitration, and Consent to Jurisdiction", shall be amended by the addition of the following statement added to the end of the last sentence of Article 18.G.:

; except the extent otherwise prohibited by applicable law with respect to claims arising under the Minnesota Franchise Act.

10. Article 18.K of the Franchise Agreement, under the heading "Waiver of Jury Trial", shall be supplemented by the addition of the following statement at the end of the sentence contained in Article 18.K.:

; except that nothing in this Agreement should be considered a waiver of any right conferred upon Franchisee by the Minnesota Franchise Act.

11. Article 18.I. of the Franchise Agreement, under the heading "Limitations of Claims," shall be supplemented by the addition of the following statement:

Under the Minnesota Franchise Act, any claims between the parties must be commenced within three years of the occurrence of the facts giving rise to such claim, or such claim shall be barred.

12. Article 18 of the Franchise Agreement, under the heading "Enforcement and Construction," shall be supplemented by the addition of the following new subarticle 18.Z.:

18.Z Any foregoing acknowledgments are not intended to nor shall they act as a release, estoppel or waiver or any liability under the Minnesota Franchise Act.

13. If Franchisee executes a Development Rights Rider, then Article 7.5 of the Development Rights Rider, under the heading "Governing Law", shall be amended by the addition of the following statement added to the end of the last sentence of Article 7.5:

> ; except to the extent otherwise prohibited by applicable law with respect to claims arising under the Minnesota Franchise Act.

14. If Franchisee executes a Development Rights Rider, then Article 7.6 of the Development Rights Rider, under the heading "Choice of Law, Non-Binding Mediation, Binding Arbitration, and Consent to Jurisdiction", is amended by the addition of the following statement added to the end of the last sentence of Article 7.6:

> ; except the extent otherwise prohibited by applicable law with respect to claims arising under the Minnesota Franchise Act.

15. If Franchisee executes a Development Rights Rider, then Article 7.8 of the Development Rights Rider, under the heading "Limitations of Claims," shall be amended by the addition of the following statement added to Article 7.8:

> Under the Minnesota Franchise Act, any claims between the parties must be commenced within three years of the occurrence of the facts giving rise to such claim, or such claim shall be barred.

16. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchise Act are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Minnesota State amendment to the Code Wiz Franchise System, LLC Franchise Agreement and, if applicable, Development Rights Rider, on the same date as each respective agreement was executed.

Franchisor:	**Franchisee:**
Code Wiz Franchise System, LLC	
By:______________________	______________________
Signature	Signature
______________________	______________________
Name and Title	Name (please print)
	______________________
	Signature
	______________________
	Name (please print)

NEW YORK – Franchise Agreement and Development Rights Rider Amendment
to Code Wiz Franchise and Development Rights Rider

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties to the attached Code Wiz Franchise System, LLC Franchise Agreement (the "Franchise Agreement") and, if applicable, the Code Wiz Franchise System, LLC Development Rights Rider (the "Development Rights Rider") agree as follows:

1. Under Article 14.C of the Franchise Agreement, under the heading "Conditions for Approval of Transfer," the subarticle 14.C(6) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> (6) The transferor and its owners and Owners must execute a general release in a form satisfactory to Franchisor, releasing Franchisor, Franchisor's affiliates and past and present officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees, of any and all claims against Franchisor for matters arising on or before the effective date of the Transfer; provided, however, that all rights and causes of action arising in favor of Franchisee from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied.

2. Under Article 15.D of the Franchise Agreement, under the heading "Conditions for Renewal," the subarticle 15.D(5) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> (5) Franchisee and the Owners must execute the general release, attached hereto as Exhibit 10 releasing Franchisor, its affiliates and their respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants, employees, successors and assigns from any and all claims, including, without limitation, claims arising under this Agreement under federal, state or local laws, rules, regulations, or orders - If precluded by law from giving a general release, Franchisee shall execute an estoppel statement; provided, however, that all rights and causes of action arising in favor of Franchisee from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied.

3. Article 18 of the Franchise Agreement, under the heading "Enforcement and Construction," shall be supplemented by the addition of the following new subarticle 18.Z.:

> 18.Z Nothing in this Agreement should be considered a waiver of any right conferred upon franchisee by New York General Business Law, Sections 680-695.

4. There are circumstances in which an offering made by Code Wiz Franchise System, LLC would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the state of New York. However, an offer or sale is deemed made in New York if you are domiciled in New York or the Outlet will be opening in New York. Code Wiz Franchise System, LLC is required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

5. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the New York General Business Law, are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties have duly executed and delivered this New York amendment to the Code Wiz Franchise System, LLC Franchise Agreement and, if applicable, Development Rights Rider, on the same date as each respective agreement was executed.

Franchisor: Code Wiz Franchise System, LLC	**Franchisee:**
By:______________________________ Signature	__________________________________ Signature
________________________________ Name and Title	__________________________________ Name (please print)
	__________________________________ Signature
	__________________________________ Name (please print)

NORTH DAKOTA – Franchise Agreement and Development Rights Rider Amendment
to Code Wiz Franchise and Development Rights Rider

Notwithstanding anything to the contrary set forth in the Code Wiz Franchise Agreement (the "Franchise Agreement") and, if applicable, the Code Wiz Franchise System, LLC Development Rights Rider (the "Development Rights Rider"), the following provisions shall supersede any inconsistent provisions and apply to Code Wiz Franchise offered and sold in the state of North Dakota:

The North Dakota Addendum is only applicable if you are a resident of North Dakota or if your Code Wiz Franchise outlet will be located within the State of North Dakota.

1. Article 15 of the Franchise Agreement is hereby amended by the addition of the following language:

> Provisions requiring North Dakota franchisees to sign a general release upon renewal of the franchise agreement are not enforceable in North Dakota.

2. Article 16 of the Franchise Agreement is hereby amended by the addition of the following language:

> Provisions requiring North Dakota Franchisees to consent to termination or liquidated damages are not enforceable in North Dakota.

3. Articles 6 and 17 of the Franchise Agreement is hereby amended by the addition of the following language:

> Covenants not to compete such as those mentioned above are generally considered unenforceable in the state of North Dakota.

4. Article 18 of the Franchise Agreement and, if applicable, Article 7.6 of the Development Rights Rider is hereby amended by the addition of the following language:

> Covenants requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota may not be enforceable in North Dakota.

5. Article 18 of the Franchise Agreement and, if applicable, Article 7.5 of the Development Rights Rider, is hereby amended by the addition of the following language:

> For North Dakota Franchisees, North Dakota law shall apply.

6. Article 18 of the Franchise Agreement and, if applicable, Article 7.10 of the Development Rights Rider, is hereby amended by the addition of the following language:

> Provisions requiring a franchisee to consent to a waiver of trial by jury are not enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law.

7. Article 18 of the Franchise Agreement and, if applicable, Article 7.9 of the Development Rights Rider, is hereby amended by the addition of the following language:

> Provisions requiring the franchisee to consent to a waiver of exemplary and punitive damages are not enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law.

8. Article 18 of the Franchise Agreement and, if applicable, Article 7.8 of the Development Rights Rider, is hereby amended by the addition of the following language:

> Provisions requiring a franchisee to consent to a limitation of claims within one year have been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, for North Dakota franchisees, the statute of limitations under North Dakota Law will apply.

Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of North Dakota Law are met independently without reference to this amendment.

Franchisor:	**Franchisee:**
Code Wiz Franchise System, LLC	
By:____________________	____________________
Signature	Signature
____________________	____________________
Name and Title	Name (please print)
	____________________
	Signature
	____________________
	Name (please print)

WASHINGTON STATE – Franchise Agreement and Development Rights Rider Amendment
to Code Wiz Franchise and Development Rights Rider

The State of Washington has a statute RCW. 19.100.180 which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration or as determined by the arbitrator.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees are collectable to the extent.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Washington State amendment to the Code Wiz Franchise System, LLC Franchise Agreement and, if applicable, Development Rights Rider, on the same date as each respective agreement was executed.

Franchisor: Code Wiz Franchise System, LLC	**Franchisee:**
By:____________________________ Signature	____________________________ Signature
____________________________ Name and Title	____________________________ Name (please print)
	____________________________ Signature
	____________________________ Name (please print)

FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT H

STATE EFFECTIVE DATES

State Effective Dates

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

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

Effective Dates	
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT I

RECEIPTS

Code Wiz Franchise System, LLC
RECEIPT

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

If Code Wiz Franchise System, LLC offers you a franchise, we must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate of ours in connection with the proposed franchise sale.

New York and Rhode Island require that we give you this document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreements or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this Disclosure Document at least 10 business days before the signing of any binding franchise or other agreement, or the payment of any consideration, whichever occurs first.

If we do not deliver this Disclosure Document on time of if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the applicable state administrator identified Exhibit D of this Disclosure Document. We authorize the respective state agencies identified in Exhibit D of this Disclosure Document to receive service of process for us in the particular state.

Issuance Date of this Disclosure Document: May 11, 2020

Our sales agents for this offering are:
Name(s): Ruth Agbaji
Address: 9 Cornerstone Square Westford, MA 01886
Telephone Number: 978-254-8210

The following individual and/or individuals are also sales agents for this offering:
- ☐ [Other:]____

I have received a disclosure document dated May 11, 2020 that contained the following Exhibits:

A. Franchise Agreement	E. Franchise Disclosure Questionnaire
B. Financial Statements	F. Operations Manual Table of Contents
C. List of Current and Former Franchisees	G. State Specific Addenda
D. List of State Administrators and Agents for Service of Process	H. State Effective Dates
	I. Receipts

PROSPECTIVE FRANCHISEE:

______________________________	______________________________
DATE RECEIVED (Must be Completed)	Authorized Signature
	______________________________
	Name and Title (please print)

Code Wiz Franchise System, LLC
RECEIPT

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

If Code Wiz Franchise System, LLC offers you a franchise, we must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate of ours in connection with the proposed franchise sale.

New York and Rhode Island require that we give you this document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreements or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this Disclosure Document at least 10 business days before the signing of any binding franchise or other agreement, or the payment of any consideration, whichever occurs first.

If we do not deliver this Disclosure Document on time of if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the applicable state administrator identified Exhibit D of this Disclosure Document. We authorize the respective state agencies identified in Exhibit D of this Disclosure Document to receive service of process for us in the particular state.

Issuance Date of this Disclosure Document: May 11, 2020

Our sales agents for this offering are:
Name(s): Ruth Agbaji
Address: 9 Cornerstone Square Westford, MA 01886
Telephone Number: 978-254-8210

The following individual and/or individuals are also sales agents for this offering:
- ☐ [Other:]____

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G. State Specific Addenda
H. State Effective Dates
I. Receipts

PROSPECTIVE FRANCHISEE:

____
DATE RECEIVED (Must be Completed)

____
Authorized Signature

____
Name and Title (please print)