FRANCHISE DISCLOSURE DOCUMENT

®

EB CycleBar Franchising, LLC
a Virginia limited liability company
126 Garrett Street, Suite J
Charlottesville, Virginia 22902
(877) 827-8074
franchising@extraordinarybrands.com
www.cyclebar.com

The franchise is the right to develop, own and operate, as part of the CycleBar® system, a fitness studio that provides indoor cycling classes/instruction and other related exercise classes using designated equipment. The total investment necessary to begin operation of a single CycleBar studio is $383,856 to $907,240, which includes $180,631 to $221,931 that must be paid to franchisor or its affiliates.

You and we may also enter into a multi-unit agreement under which you would agree to acquire an agreed upon number of franchises and open an agreed upon number of studios within a designated development area and pursuant to an agreed upon opening schedule. Under the multi-unit agreement, you will typically commit to developing at least three outlets. The total initial investment necessary to enter into a multi-unit agreement for the right to develop three studios ranges from $407,609 to $930,993, which includes (a) the total initial investment to begin operation of your initial CycleBar Studio, which includes $180,631 to $221,931 that must be paid to franchisor or its affiliates, and (b) a development fee of $20,000. If you are granted the right to develop more than three studios (there is no set maximum), you must pay to us an additional development fee of $10,000 for each additional studio you commit to develop.

This disclosure document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read the 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 payments to the franchisor or an affiliate in connection with, the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Paul Flick, 126 Garrett Street, Suite J, Charlottesville, Virginia 22902, and at (877) 827-8074.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or 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, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

ISSUANCE DATE: June 18, 2026

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 I and J.
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 C 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 CycleBar 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 franchise 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 CycleBar franchisee?	Item 20 or Exhibits I and J 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 that 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 B.

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 requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Virginia. 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 Virginia than in your own state.

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

3. **Unopened Franchises.** The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.

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

5. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

6. **Turnover Rate.** During the last 3 years, a high percentage of franchised outlets (more than 63%) were terminated, reacquired, or ceased operations for other reasons. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate.

7. **Mandatory Minimum Payments**. You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

8. **Cross Defaults.** If you or any of your affiliates enter into more than one agreement with the franchisor or its affiliates — such as additional franchise agreements or multi-unit development agreements — a default under any one of those other agreements can also be considered a default under your Franchise Agreement. Your default on one agreement can terminate your rights on any and all other agreements that you have with the franchisor or its affiliates. Failure to meet your obligations under any one agreement may result in the termination of your franchise and loss of your investment.

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

THE FOLLOWING APPLY TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY

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:

(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 the Michigan Franchise Investment 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 subfranchisor.

(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, the franchisor shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations 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: Michigan Attorney General's Office, Consumer Protection Division, (Attention: Franchise Section), G. Mennen Williams Building, 1st Floor, 525 West Ottawa Street, Lansing, Michigan 48933, Telephone Number: 517-373-7117

Note: Despite subparagraph (f) above, we intend to fully enforce the arbitration provisions of the franchise agreement. We believe that paragraph (f) is preempted by federal law and cannot preclude us from enforcing these arbitration provisions. We will seek to enforce this section as written.

THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.

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ITEM 1
THE FRANCHISOR, ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language, this disclosure document (this "Disclosure Document") uses "we," "us," "our," "Franchisor" or "CycleBar" to mean EB CycleBar Franchising, LLC, the franchisor. "You" means the person, corporation, partnership or other entity that buys the franchise and those of your owners who personally assume and guarantee performance of your obligations under your agreements with us. Terms used but not defined in this Disclosure Document (including various capitalized terms) have the meanings given to them in the Franchise Agreement attached as Exhibit A to this Disclosure Document (the "Franchise Agreement").

Franchisor

EB CycleBar Franchising, LLC is a limited liability company formed in the Commonwealth of Virginia on July 23, 2025. Our principal business address is 126 Garrett Street, Suite J, Charlottesville, Virginia 22902, and our business phone number is (877) 827-8074. We do business only under the name EB CycleBar Franchising, LLC, or in some cases, simply as "CycleBar." We do not do business under any other name. Our agents for service of process are listed in Exhibit B to this Disclosure Document.

We began offering franchises for CycleBar Studios in September 2025.

Except as provided in this Item, we have not and do not offer franchises in any other line of business and conduct no business activities other than offering franchises for CycleBar Studios and administering the franchise system. We have never offered franchises in any other line of business. We have never operated a business similar to the one being offered in the Disclosure Document.

Our Parent, Predecessors, and Affiliates

Parent

Our direct parent is Extraordinary Brands, LLC ("EB"), a limited liability company formed in the Commonwealth of Virginia on May 23, 2022. EB's principal place of business is 126 Garrett Street, Suite J, Charlottesville, Virginia 22902. EB's parent is AE Capital Group, LLC ("AE Capital Group"), a Delaware entity formed on May 20, 2021, with a principal place of business of 126 Garrett Street, Suite J, Charlottesville, Virginia 22902. As of the issuance date of this Disclosure Document, EB provides our franchisees with internally prepared marketing services, but reserves the right to discontinue these services at any time. Neither AE Capital Group nor EB provides products or services (except those previously mentioned) to our franchisees, and neither offers nor sells, or has offered or sold, franchises in any line of business.

Predecessors

Our immediate predecessor is CycleBar Franchise SPV, LLC ("CBF SPV"), an entity that is not affiliated with us. CBF SPV is a Delaware limited liability company formed on March 6, 2023, with its last known principal business address at 17877 Von Karman Avenue, Suite 100, Irvine, California 92614. CBF SPV offered franchises for Studios from April 2023 until July 24, 2025 when it transferred the assets associated with the franchise system to us. CBF SPV has, in the past, temporarily operated Studios in connection with the reacquisition of Studios from franchisees for purposes of resale to new franchisees. CBF SPV never offered franchises in any other line of business or had any other business.

We were formed for purposes of: (a) acquiring the assets associated with the CycleBar franchise system from CBF SPV; and (b) offering and selling CycleBar franchises.

CBF SPV's predecessor is CycleBar Franchise, LLC ("CBF"), a Delaware limited liability company formed on December 4, 2017, with its last known principal business address at 17877 Von Karman Avenue, Suite 100, Irvine, California 92614. CBF, which is also an entity that is not affiliated with us, offered franchises for Studios from January 2015 until March 2023 when it transferred the assets associated with the franchise system to CBF SPV. CBF offered, from March 2017 to September 2017, the right for certain franchisees to operate area representative businesses, which recruited and provided certain support and services to CycleBar franchisees. CBF has, in the past, temporarily operated Studios in connection with the reacquisition of Studios from franchisees for purposes of resale to new franchisees. CBF never offered franchises in any other line of business or had any other business operations.

Affiliates

Our affiliate, AE Capital, LLC ("**AE Capital**"), a Delaware entity formed on January 20, 2015, with its principal place of business at 126 Garrett Street, Suite J, Charlottesville, VA 22902, is the parent company of Premium Service Brands, LLC ("**PSB**"), a Delaware entity formed on January 15, 2015, with its principal place of business at 126 Garrett Street, Suite J, Charlottesville, VA 22902. PSB is the parent company of PSB Group, Inc. ("**PSB Group**"), a Delaware entity formed on May 14, 2021, with its principal place of business at 126 Garrett Street, Suite J, Charlottesville, VA 22902. None of AE Capital, PSB, and PSB Group offer franchises in any line of business, nor do any of them provide products or services directly to our franchisees.

Our affiliate, Purvelo Franchising, LLC ("**Purvelo**") is a Virginia limited liability company formed on May 23, 2022 with a principal business address of 1000 W. Main Street, Charlottesville, Virginia 22903. Purvelo has been offering franchises for cycle studios that offer spin and other fitness class offerings since September 2022 and does not offer franchises in any other line of business, does not engage in any other line of business, and does not own or operate any similar businesses to the one it franchises. As of December 31, 2025, there were 2 franchised outlets along with 1 company-affiliated operating outlets.

Our affiliate, Row House Franchising, LLC ("**Row House**") is a Virginia limited liability company formed on May 17, 2024 with a principal business address of 126 Garrett Street, Suite J, Charlottesville, Virginia 22902. Row House operates under its corporate name and the name "Row House." Row House has been offering franchises for fitness studios that provide rowing and other specialized exercise classes using designated equipment since July 2024. As of the December 31, 2025, there were 38 franchised outlets in the United States. Other than the above, Row House does not offer franchises in any other line of business, does not engage in any other line of business, and does not own or operate any similar businesses to the one it franchises.

Our affiliate, Neighborhood Barre Franchising, LLC ("**Neighborhood Barre**") is a Virginia limited liability company formed on April 25, 2024, with a principal place of business at 126 Garrett Street, Suite J, Charlottesville, Virginia 22902. Neighborhood Barre began offering franchises in June 2025 for fitness studios that offer barre-based workout classes. Neighborhood Barre does not engage in any other line of business and does not own or operate any similar businesses to the one it franchises. As of December 31, 2025, there were 20 franchised outlets and 2 affiliate-owned operating outlets.

Our affiliate, EB Rumble Franchising, LLC ("**Rumble**") is a Virginia limited liability company formed on July 23, 2025, with a principal place of business at 126 Garrett Street, Suite J, Charlottesville, Virginia 22902. Rumble began offering franchises in September 2025 for fitness studios that provide a boxing-inspired, high-energy workout experience with the strategic fusion of boxing, HIIT, and strength training. Rumble does not engage in any other line of business and does not own or operate any similar businesses to the one it franchises. As of December 31, 2025, there were 70 franchised outlets.

Our affiliate, Basecamp Fitness Franchisor LLC ("**Basecamp**"), is the franchisor of the Basecamp Fitness® brand. Its principal business address is 126 Garrett Street, Suite J, Charlottesville VA 22902. Basecamp offers studio fitness center franchises under the Basecamp Fitness name that offer memberships allowing members to take short, regularly scheduled group training classes designed using high-intensity interval training strategies. Basecamp, or its predecessor Basecamp Fitness, LLC, has offered these franchises since April 2020. As of December 31, 2025, Basecamp had 16 franchised and 4 affiliate-owned studios operating in the United States.

PSB Group is the direct parent of the following affiliates, which do not operate any other business or offer franchises in any other line of business, except as described below:

Affiliate	Principal Business Address	Franchise Offered	Offered Franchises Since	Number of as of December 31, 2025
360 Painting, LLC ("**360 Painting**")	126 Garrett Street, Suite J, Charlottesville, VA 22902	painting and wall finishing services for both exterior and interior portions of residences and "light commercial" buildings	April 1, 2013 Predecessor: 360 Painting, Inc., which offered and sold franchises from September 2, 2006 until April 1, 2013.	148 franchises
Pro-Lift Doors Franchise, LLC (**"Pro Lift"**)	126 Garrett Street, Suite J, Charlottesville, VA 22902	a full range of residential and commercial overhead garage services	September 1, 2015	56 franchises
Maid Right, LLC (**"Maid Right'"**)	126 Garrett Street, Suite J, Charlottesville, VA 22902	residential cleaning and related services	April 2018	39 franchises, of which 8 were master franchisees offering subfranchises
House Doctors, LLC (**"House Doctors"**)	126 Garrett Street, Suite J, Charlottesville, VA 22902	handyman services for both exterior and interior portions of residences and "light commercial" buildings	November 2021 Predecessor: Handyman Pro, LLC, which offered Handyman Pro franchises from April 2018 until September 2021	112 franchises
Kitchen Wise, LLC (**"Kitchen Wise"**)	126 Garrett Street, Suite J, Charlottesville, VA 22902	market, design, sell and install custom products and shelving for kitchen and bathroom cabinets and closets	October 2019	12 franchises
Rubbish Works, LLC ("**Rubbish Works**")	126 Garrett Street, Suite J, Charlottesville, VA 22902	service junk removal for residential consumers	November 2020	13 franchises

Affiliate	Principal Business Address	Franchise Offered	Offered Franchises Since	Number of as of December 31, 2025
The Grout Medic, LLC (**"Grout Medic"**) DE limited liability company	126 Garrett Street, Suite J, Charlottesville, VA 22902	tile and grout restoration, repair, and re-caulking services for both exterior and interior portions of residences and "light commercial" buildings	October 2021 Predecessor: The Grout Medic, LLC (TX limited liability company) which offered and sold franchises from December 2019 to September 2021	94 franchises
RooterMan, LLC ("**RooterMan**")	126 Garrett Street, Suite J, Charlottesville, VA 22902	plumbing and sewer services for residential and commercial consumers	February 2022	517 franchised units operating in the U.S. and Canada
Window Gang, LLC ("**Window Gang**")	126 Garrett Street, Suite J, Charlottesville, Virginia, 22902	window cleaning, gutter cleaning, pressure washing, low pressure chemical washing, deck/fence restoration, roof washing, house washing, dryer vent cleaning, chimney sweeping and other cleaning services	May 2023	52 franchises

All of the entities referenced in this Item 1 share our principal business address. Neither we nor any other entity described in this Item 1 has owned or operated a Studio or offered franchises in this or any other line of business except as specifically described in this Item 1. We have no other predecessors, parents or affiliates that are required to be disclosed in this Item 1.

Agent for Service of Process

Our agents for service of process are disclosed in Exhibit B.

The Franchise We Offer

We offer for sale a franchise to operate a Studio at a specific location (each a "Franchise") pursuant to the terms of our form of franchise agreement attached to this Disclosure Document as Exhibit A (the "Franchise Agreement"). We expect that all Studios will typically operate from a commercial space located within a retail shopping center. We may, however, consider alternative sites, on a case-by-case basis, at a franchisee's request.

If you are granted a Franchise, you must operate your Studio at a location that we approve (the "Authorized Location"). You must sign the Franchise Agreement to be granted a Franchise for your Studio. If you are a legal entity, such as a limited liability company, partnership, or corporation, each person who directly or indirectly owns a 10% or greater ownership in you (each, a "Guarantor") must sign and deliver to us our then-current form of Guarantee, Indemnification, and Acknowledgment (a "Guarantee"), and one of your Guarantors must be designated as an "Operating Principal," who has the authority to communicate with us and otherwise act on your behalf in all matters relating to your Studio.

Each Studio offers indoor cycling classes and any other services that we authorize (collectively, the "Approved Services"). Studios are established and operated under a comprehensive design that includes spacious interior, exercise bikes, exercise equipment/apparatuses necessary to provide the Approved Services, technology integrations and services (including our proprietary in-house and online music database referred to herein as "CycleBeats®," and our proprietary in-house and online performance metric database referred to herein as "CycleStats®"), specifications, and procedures for operations; quality customer service; management and financial control; training and assistance; and advertising and promotional programs (which we call our "System"). The System's standards, specifications and procedures (collectively, the "System Standards") are described in our confidential learning management system, which includes electronic versions of manuals and written policies and procedures related to the development and operation of Studios (as we may collectively refer to as, the "Learning Management System"). The System and the Learning Management System, and their various components, may be modified, discontinued, and further developed in our discretion.

Your Studio must engage at least eight (8) individuals that are capable of and authorized to provide fitness instruction and other Approved Services at all times (an "Authorized Instructor"). To be an Authorized Instructor, the individual must attend and complete our proprietary instructor bootcamp (the "Instructor Bootcamp"), which is designed to provide individuals with guidelines and information on how to provide the Approved Services in accordance with our current System Standards.

Development Rights

We also offer qualified individuals and entities the right to acquire multiple Franchises (the "Development Rights") within a designated geographical area (the "Development Area") under our current form of multi-unit agreement, which is attached to this Disclosure Document as Exhibit K (the "Multi-Unit Agreement"). The Multi-Unit Agreement will provide a designated schedule in which you (or your affiliates) must acquire Franchises and open and operate the designated number of Studios (a "Development Schedule").

For each Franchise you acquire pursuant to the Multi-Unit Agreement, you (or your affiliate) will sign our then-current form of Franchise Agreement. When you sign the Multi-Unit Agreement, you will also sign your first Franchise Agreement in the form attached to this Disclosure Document as Exhibit A. Each subsequent Franchise Agreement you sign will be our then-current form, and it might contain terms that are materially different than those found in our current form, including with respect to fees.

You will be required to pay us a one-time development fee that will be calculated based on the number of Studios you commit to develop under the Multi-Unit Agreement (the "Development Fee").

Market and Competition

The market for fitness services and studios is crowded. You will face competition for members from other cycling studios, gyms, personal trainers, fitness/exercise centers and studios, health clubs, yoga and Pilates studios, and even other System franchisees. While traditionally not seasonal, Studios may see some fluctuations in membership sales after the first of the calendar year and during the summer months.

Laws, Rules, and Regulations

Some states require that health/fitness facilities have a staff person available during all hours of operation that is certified in basic cardiopulmonary resuscitation or other specialized medical training. Some state or local laws may also require that health/fitness facilities have an automated external defibrillator and/or other first aid equipment on the premises. Certain states and local governments have passed laws relating specifically to health/fitness facilities, including laws requiring bonds if a health and fitness facility sells memberships valid for more than a specified time period, requiring facility owners to deposit into escrow certain amounts collected from members before the facility opens (so-called "pre-sale" memberships), and imposing other restrictions on memberships that health and fitness facilities sell. At a minimum, your Studio will be subject to various federal, state and local laws, and regulations affecting the business, including laws relating to membership agreements, zoning, access for the disabled, and safety and fire standards. You may need the local fire marshals or other local, state or federal agency's permission before you begin operations. In addition, there may be local licensing and employment regulations, including worker's compensation insurance requirements.

You must acquire and maintain certain licenses, permits, and authorizations to operate your Studio under the applicable laws of where your Studio is located. Among other things, you will need to ensure that all music played by you or your Authorized Instructors at your Studio is properly licensed for use in connection with the provision of the Approved Service, or if permitted by us, any other purpose.

ITEM 2
BUSINESS EXPERIENCE

Chief Executive Officer of Extraordinary Brands, LLC: Paul Flick

Mr. Flick has served as the CEO of both our parent, AE Capital Group, since May 2021, and our direct parent, EB, since May 2022, at our headquarters in Charlottesville, VA. Mr. Flick also serves as the CEO of AE Capital, at our headquarters in Charlottesville, VA since its inception in April 2013. Mr. Flick has also served as the CEO of PSB and PSB Group at its headquarters in Charlottesville, VA since January 2015. Mr. Flick also serves as the CEO of our affiliated companies, all of which are headquartered in Charlottesville, VA: 360 Painting, since April 2013; Maid Right, since April 2018; Handyman Pro, since April 2018; Kitchen Wise, since September 2019; Renew Crew, since January 2020; Pro Lift, since September 2015; Rubbish Works, since November 2020, House Doctors and The Grout Medic since September 2021, RooterMan since January 2022; Purvelo since May 2022; Row House since May 2024; ETF since April 2024; Neighborhood Barre since April 2024; CycleBar since July 2025; and Rumble since July 2025.

Chief Development Officer of Extraordinary Brands, LLC: Dave Cuff

Mr. Cuff has served as Chief Development Officer of EB in Charlotte, NC since February 2026. Mr. Cuff has also served as Chief Development Officer of PSB in Charlotte, NC since February 2026. From January 2025 to January 2026, Mr. Cuff served as Chief of Staff for LOVING in Charlotte, NC. From May 2024 to April 2025, Mr. Cuff served as President of Hoppin in Charlotte, NC. From February 2021 to May 2024, Mr. Cuff served as Chief Development Officer for Clean Juice in Charlotte, NC.

Chief Financial Officer of Extraordinary Brands, LLC: J. Patrick Dannelly

Mr. Dannelly has served as Chief Financial Officer of EB in Charlottesville, VA since July 2025. Mr. Dannelly has also served as Chief Financial Officer of PSB in Charlottesville, VA since April 2021. From May 2019 to April 2021, Mr. Dannelly served as Interim Chief Financial Officer for Midway Dental Supply, LLC in Columbia, Maryland. From 2013 to May 2019, Mr. Dannelly served as Chief Financial Officer of Authority Brands in Columbia, Maryland.

Chief Operating Officer of Extraordinary Brands, LLC: Katherine B. Richardson

Ms. Richardson has served as Chief Operating Officer of EB in Knoxville, TN since August 2025. Ms. Richardson served as President and Manager of Neighborhood Barre in Knoxville, TN from August 2024 to July 2025. Previously, she served as President of Barre Skinny, LLC in Knoxville, TN from July 2014 until August 2024. She has also served as President and Manager of our affiliate Neighborhood Barre, LLC in Knoxville, TN, since its inception in May 2011. She is the founder of the NEIGHBORHOOD barre concept and a certified yoga instructor.

Brand President, CycleBar: Lori Klein

Ms. Klein has served as Brand President, CycleBar in Raleigh, NC since August 2025. From April 2024 to April 2025, she served as Vice President of Marketing for Revibe Men's Health in Raleigh, NC. From June 2021 to April 2024, she served as Director of Enterprise Sales for Netsertive in Raleigh, NC. From October 2019 to June 2021, she served as Director of Sales and Marketing for Raleigh Radiology/Cardinal Points Imaging in Raleigh, NC.

VP of Training and Product Strategy of Extraordinary Brands, LLC: Michelle Parolini

Mrs. Parolini has served as VP of Training and Product Strategy of EB in Pittsburgh, PA since April 2025. From May 2024 to April 2025, Mrs. Parolini served as Manager of Coach Development for Row House in Pittsburgh, PA. Previously, from July 2020 to May 2024, she served as Manager of Coach Development for Row House's predecessor entity in Pittsburgh, PA.

Director of Marketing of Extraordinary Brands, LLC: Marley Delaney

Ms. Delaney has served as the Director of Marketing for EB in Charlottesville, VA since June 2024. Previously, she served as the Marketing Director for Xponential Fitness, LLC in Irvine, CA, from October 2021 until June 2024, and as Franchise Marketing Manager for Row House from August 2020 to October 2021, in Irvine, CA. From January 2020 to April 2020, Ms. Delaney served as Franchise Marketing Manager for UFC Gym in Newport Beach, CA.

Director of Studio Development of Extraordinary Brands, LLC: Eileen McCarthy

Ms. McCarthy has been Director of Studio Development of EB in Arlington, VA since August 2025. Ms. McCarthy has also been Studio Development and Onboarding Manager of Neighborhood Barre in Arlington, VA since August 2024. Previously, she served as Studio Development and Onboarding Manager of Barre Skinny, LLC in Arlington, VA from May 2023 until August 2024. From January 2016 to October 2023, Ms. McCarthy owned and operated the Neighborhood Barre location in Arlington, Virginia.

Manager of Training and Instructor Development, CycleBar: Julianne Peckinpah

Ms. Peckinpah has served as Manager of Training and Instructor Development, CycleBar in Los Angeles, CA since July 2025, overseeing all instructor training programs, continued education, and instructor development. Ms. Peckinpah has been a part of the CycleBar Education Team since 2017 as part of predecessor entities, most recently as Senior Master Instructor from June 2018 to December 2023 in Los Angeles, CA and Irvine, CA, and Director of Education from December 2023 to July 2025 in Irvine, CA.

General Counsel of Extraordinary Brands: Thomas Higham

Mr. Higham has been General Counsel of EB in Charlottesville, VA since September 2025. From May 2024 to September 2025, Mr. Higham served as Of Counsel to Edwards Law Group, Inc. in Austin, Texas. From April 2023 to June 2024, Mr. Higham served as Vice President, Deputy General Counsel of Sky Zone, LLC in Austin, Texas. From June 2019 to April 2023, Mr. Higham served as Deputy General Counsel of LogicMonitor, Inc. in Austin, Texas.

ITEM 3
LITIGATION

EB CycleBar Franchising, LLC has no direct litigation to be disclosed in this item.

Pending or Completed Actions Involving our Parent, Predecessor or Affiliate

The following litigation matters relate to our predecessor, CycleBar Franchising SPV, LLC, the predecessors of our affiliates Row House Franchising, LLC and EB Rumble Franchising, LLC, and are all relating to their prior affiliation with Xponential Fitness, LLC.

Federal Trade Commission v. Xponential Fitness, Inc., Xponential Fitness LLC, XPOF Assetco, LLC, AKT Franchise, LLC, AKT Franchise SPV, LLC, Cyclebar Franchising, LLC, Cyclebar Franchising SPV, LLC, PB Franchising, LLC, PB Franchising SPV, LLC, Yoga Six Franchise, LLC, and Yoga Six Franchise SPV, LLC, United States District Court, Central District of California, Case No. 8:26-CV-00610, Stipulated Order for Permanent Injunction, Monetary Judgment, and Other Relief dated March 18, 2026. The Federal Trade Commission ("FTC") filed a Complaint for Permanent Injunction, Monetary Judgment, and Other Relief against Xponential Fitness, Inc. and its subsidiaries, including the predecessor of our affiliate EB CycleBar Franchising, LLC, certain predecessors of our affiliates, and other related entities (collectively, the "XPO Defendants"), alleging unfair or deceptive acts or practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45, and of the FTC's Trade Regulation Rule entitled "Disclosure Requirements and Prohibitions Concerning Franchising (the "Franchise Rule"), 16 C.F.R. Part 436, in the sale and marketing of franchises. On March 18, 2026, the FTC and the XPO Defendants entered into a Stipulated Order for Permanent Injunction, Monetary Judgment, and Other Relief to resolve the matter. In the Stipulated Order, the XPO Defendants neither admitted nor denied any of the allegations in the Complaint. The Stipulated Order permanently restrains and enjoins the XPO Defendants from misrepresenting, or assisting others in misrepresenting, expressly or by implication, any material fact, including the name and position of directors and officers, whether the franchisor or its officers have been held liable or have pending actions, the typical length of time to opening, the number or identity of current franchisees, contact information for current franchisees, and any other material fact. The Stipulated Order also permanently restrains and enjoins the XPO Defendants from violating, or assisting others in violating, any provision of the Franchise Rule, including failing to provide each prospective franchisee with a complete and accurate disclosure document as prescribed by the Franchise Rule. A judgment in the amount of Seventeen Million Dollars ($17,000,000) was entered against the XPO Defendants, jointly and severally, as monetary relief, to be paid to the FTC in installments over 12 months. The Stipulated Order also requires the XPO Defendants to make timely compliance reports and maintain records for 10 years demonstrating compliance with the Order.

In the Matter of Determining Whether there has been a violation of the Franchise Investment Protection Act by: Xponential Fitness LLC. On August 12, 2025, the State of Washington's Department of Financial Institutions, Securities Division ("DFI") and Xponential Fitness, LLC entered into a negotiated Consent Order to resolve DFI's investigation as to Xponential Fitness, LLC's compliance with the Washington Franchise Investment Protection Act ("FIPA"). The Consent Order acknowledges that, in its investigation, the DFI found, without the necessity of hearing or litigation, that certain franchise disclosure documents of the various Xponential Fitness, LLC brands contained material misrepresentations and omissions. The Consent Order sets forth the agreement of Xponential Fitness, LLC, without admitting or denying any of DFI's findings, to desist and refrain from violating RCW 19.100.170 of FIPA, and to reimburse DFI for investigation costs in the amount of $5,400.

In the Matter of The Commissioner of Financial Protection and Innovation v. Xponential Fitness, Inc., Row House Franchise, LLC, Row House Franchise SPV, LLC et al. On November 4, 2024, in order to avoid the expense of a hearing and other possible court proceedings, the Commissioner of California's Department of Financial Protection and Innovation ("DFPI") and Row House Franchise, LLC and Row House Franchise SPV ("Row House Franchisor Entities") and the Row House Franchisor Entities' former direct and indirect parents and former affiliated brand franchisors ("DFPI Parties") entered into a negotiated Consent Order to resolve as to all of the DFPI Parties, DFPI's investigation as to the DFPI Parties' compliance with the California Franchise Investment Law ("CFIL"). The Consent Order acknowledges that, in its investigation, the Commissioner found, without adjudication, that certain registration applications filed by the Row House Franchisor Entities and the former affiliated brand franchisors of Row House Franchise Entities with the DFPI contained material misrepresentations and omissions and sets forth the agreement of the DFPI Parties, without admitting nor denying any of the Commissioner's findings, to desist and refrain from violating the CFIL. The DFPI Parties, jointly and severally, were ordered to pay an administrative penalty of $450,000.

Va. State Corporation Commission v. Xponential Fitness LLC, Case SEC-2025-00039 (State Corporation Commission of Virginia, March 13, 2026). This matter involved an administrative complaint involving the prior franchisors of the CycleBar and Row House brands, CycleBar Franchising, LLC and Row House Franchise, LLC, which are no longer affiliated with the franchisor. The State Corporation Commission ("SCC") alleged that these prior franchisors violated the Virginia Retail Franchising Act by misrepresenting financial performance information and violating the disclosure requirements pertaining to financial performance representations, as well as not disclosing certain information about allegedly competing membership programs. Xponential and the SCC entered into a consent agreement under which the company agreed (among other things) to pay a $20,000 civil penalty, costs of $1,200, and not to violate the Virginia Retail Franchising Act.

CycleBar Franchising LLC and Cycle Bar Franchising SPV v. Janszen (USDC - C.D. Cal. - Hon. Karen E. Scott). On April 1, 2025, CycleBar filed a complaint against a franchisee (the "Defendant") that rebranded five CycleBar studios without CycleBar's consent. The complaint alleges breach of contract, trademark infringement, tortious interference with contract, unfair competition under federal and state law, and misappropriation of trade secrets. On July 3, 2025, Defendant asserted counterclaims alleging fraudulent inducement to enter into the Franchise Agreement. All claims and counterclaims were mutually released. On February 10, 2026, the parties filed a Stipulation of Voluntary Dismissal, stipulating and agreeing to dismiss the action in its entirety with prejudice.

Rumble Marina Co. and Jason Mighdoll v. Rumble Fitness, LLC, Rumble 1001, LLC, and Xponential Fitness, Inc., Superior Court of the State of California, San Francisco County, Case No. CGC25627419. On July 18, 2025, Rumble Marina Co. and its purported President, Jason Mighdoll (collectively, the "Mighdoll Plaintiffs"), filed a lawsuit against Rumble Fitness, LLC, Rumble 1001, LLC, and XFI (collectively, the "Rumble Defendants"), alleging that, in connection with the transfer and sale of a Rumble Boxing studio in San Francisco, California, the Rumble Defendants breached the contract and the implied covenant of good faith and fair dealing, made false promises, and conducted themselves in an unlawful, unfair, and fraudulent manner under the California Business and Professions Code in connection with a purported oral agreement between the parties. Mighdoll Plaintiffs seek damages and accounting, disgorgement, and restitution of all monies, assets, and benefits allegedly wrongfully obtained by Rumble Defendants. This action is in the pleadings stage.

Nickle Acquisition LLC v. Xponential Fitness, Inc. et al., filed February 3, 2025, Superior Court of the State of California, County of Orange, Case No. 30-2025-01459041-CU-AT-CXC (the "Nickle Acquisition Lawsuit"). This action was filed by Nickle Acquisition LLC ("Nickle Acquisition"), a former franchisee of the BFT and CycleBar franchise brands, and its purported owners, Michael D. Nickle and Jana Nickle ("Nickles" together with Nickle Acquisition, "Nickle Plaintiffs"), asserting that one or more of multiple entities and individuals related to Xponential Fitness, Inc., including predecessors to our affiliate CycleBar Franchising, LLC and the current President of Extraordinary Brands, Lou DeFrancisco (collectively, the "Nickle Defendants"): (a) violated the California Franchise Investment Law for allegedly (i) failing to disclose directors, principal officers, and individuals with management responsibility and litigation and material terms of settlements in Franchise Disclosure Documents; (ii) willfully making untrue statements regarding franchisee's estimated initial investment and time to open studios in

Franchise Disclosure Documents; and (iii) failing to timely disclose the Franchise Disclosure Documents; (b) willfully made untrue financial performance representations and other representations and failing to disclose financial performance representations in Franchise Disclosure Documents; (c) breached the franchise agreements and covenant of good faith and fair dealing by allegedly undercutting membership sales; (d) made fraudulent omissions by allegedly failing to disclose kickbacks, financial relationships, lack of standard due diligence, and material facts regarding the Xponential franchise system; and (e) committed fraudulent inducement by allegedly making misrepresentations regarding the Castle Pines CycleBar studio performance. Nickle Plaintiffs seek declaratory judgment that the franchise agreements, including the arbitration provisions, are void and unenforceable, and rescission of the franchise agreements, actual and special damages, attorneys' fees, costs, and interest. The Nickle Plaintiffs settled all claims with the Nickle Defendants in March 2026, with Xponential Fitness, Inc. paying the Nickle Plaintiffs $200,000. Pursuant to the Settlement Agreement, the Nickle Plaintiffs agreed to dismiss all claims against the Nickle Defendants within seven days of receipt of the settlement amount.

Alex Zaltsman, Fitwell License Holdings, LLC, XPO Fitness Operator, LLC, RH Ventures II, LLC, and PB Ventures I, LLC v. Xponential Fitness, LLC, Row House Franchise, LLC, and PB Franchising, LLC, American Arbitration Association, Case No. 01-25-0001-1348, initiated by Zaltsman Claimants on February 26, 2025. These current and former Row House and Pure Barre multi-unit franchisees and their purported owner, Alex Zaltsman (collectively, "Zaltsman Claimants"), assert that Xponential Fitness, LLC, our affiliate's predecessor Row House Franchise, LLC, and certain other unrelated entities (collectively, the "Zaltsman Defendants") violated the Connecticut Unfair Trade Practices Act, New Jersey Consumer Fraud Act, New Jersey Franchise Practice Act, and New York Franchise Act and committed common law fraud in the inducement by providing false or misleading financial performance representations in Item 19 of their Franchise Disclosure Documents, by unlawfully terminating an area development agreement and franchise agreement, and by making material misrepresentations and omissions of material facts in connection with Zaltsman Claimants' acquisition, development and operation of their Row House and Pure Barre studios. Zaltsman Claimants seek to recover alleged actual, treble and punitive damages and, alternatively, seek rescission of their franchise agreements. The Zaltsman Defendants, except Xponential, filed an Answering Statement; an arbitrator has been selected and the evidentiary hearing is set for 2026.

Anderson Holdings, Inc. et al. v. CycleBar Franchising, LLC et al., Case No. 1:18-cv-131-HSO-JCG (United States District Court for the Southern District of Mississippi, Southern Division). On April 18, 2018, a complaint was filed by Anderson Holdings, Inc., a former franchisee of our predecessor CBF who had operated a franchised business since October 10, 2016, and Leslie Anderson Suit, alleging fraudulent and negligent misrepresentation, violations of Miss. Code. Ann. § 72-24-55 and the Ohio Business Opportunity Plans Act §§ 1334.01 et seq. and related claims against Predecessor and other named defendants, seeking compensatory, incidental and consequential damages. The parties agreed to amicably settle the matter, with (a) Predecessor agreeing to acquire all rights, title and interest in and to the exercise bikes and certain other equipment used at the franchisee's Studio from the franchisee for approximately $28,000, (b) Franchisee agreeing to dismiss this action with prejudice, (c) the parties agreeing to mutually terminate this former franchisee's franchise agreement and provide mutual releases of each other with respect to all claims as of that date, by entering into an otherwise confidential settlement agreement dated November 19, 2018. Neither our predecessor CBF nor any other named party admitted any kind of liability as part of this settlement.

The following litigation relates to our Chief Executive Officer, our parent EB and/or its related affiliate brands.

Kristin Watson v. Paul Flick, Carter Purves, AE Capital, LLC, Extraordinary Brands, LLC, Purvelo Franchising, LLC and Purvelo, Inc., filed July 31, 2025, Circuit Court for the County of Albemarle, Commonwealth of Virginia, Case No. CL250001455-00. This action was filed by the founder of the Purvelo cycling brand, Kristin Watson, against Paul Flick, former Purvelo manager Carter Purves, and certain other entities related to the Purvelo brand in response to the May 2022 purchase of the Purvelo brand from Watson and the subsequent dissolution of the business relationship between Watson, Flick and others related to the continuing operation of the Purvelo brand. Watson alleges breach of contract, breach of operating agreements, breach of fiduciary duty, aiding and abetting, and fraud, and seeks removal of Purves as Purvelo manager, a judicial accounting, special damages, release of company certain funds, punitive damages, her attorneys' fees, costs, and interest. Flick and the related defendant-parties intend to vigorously defend themselves in this matter. In December 2025, Extraordinary Brands, LLC filed related claims against Watson which arises from the May 2022 transaction under the caption *Extraordinary Brands, LLC v. Watson* (see below).

Extraordinary Brands, LLC v. Kristin Watson, filed December 3, 2025, Circuit Court for the County of Albemarle, Commonwealth of Virginia, Case No. CL25002360-00. This action was filed by Extraordinary Brands against Kristin Watson in response to the May 2022 purchase of the Purvelo brand from Watson. Extraordinary Brands alleges breach of contract, fraud in the inducement, and securities fraud against Watson in connection with materially false statements and omissions during the negotiation and due diligence process, including representations regarding Purvelo's financial condition, profitability, capitalization, and compliance with its loan covenants. Extraordinary Brands further alleges that Watson increased the company's debt prior to closing without proper disclosure and subsequently used loan proceeds in a manner inconsistent with applicable loan program requirements and the parties' transaction agreements. The suit seeks compensatory damages, punitive damages, and attorneys' fees and costs, as well as rescission-related relief. Extraordinary Brands intends to pursue this litigation and the requested relief alongside its defense of *Watson v. Flick, et al.*

The following litigation relates to our Chief Executive Officer or our affiliate PSB and/or its related affiliate brands.

<u>Pending Actions</u>

Willett v. Window Gang, LLC and Paul Flick (U.S. District Court for the Western District of Virginia, Civil Action No. 3:25-cv-00044). On May 29, 2025, current Window Gang franchisee Willett filed this suit against the franchisor Window Gang, LLC and Paul Flick alleging actual fraud, constructive fraud, negligence per se, rescission, breach of contract and breach of an implied covenant of good faith and fair dealing relating to Window Gang, LLC's alleged sale of a portion of territory to the franchisee that was already sold to an existing Window Gang franchisee. Franchisee seeks damages of $320,000 and rescission of the franchise agreement as well as costs and attorneys' fees. On June 24, 2025, Window Gang, LLC filed its Answer denying liability to the franchisee and its counterclaims against the franchisee for breach of the franchise agreement, unjust enrichment, quantum meruit, trade secret misappropriation, violations of the Virginia Uniform Trade Secret Act, and injunctive relief preventing further misappropriation or unauthorized disclosure of Window Gang's trade secrets, as well as damages of $75,000 and reimbursement for costs of litigation and any attorney's fees incurred. The parties are presently engaged in discovery. Window Gang, LLC intends to defend against all claims and to vigorously pursue its own counterclaims against the franchisee.

360 Painting, LLC v. Chshelokovskiy, et al. (U.S. District Court for the Western District of Virginia, Civil Action No. 3:25-cv-00032). On May 7, 2025, 360 Painting, LLC filed a Complaint against former 360 Painting franchisee Andrey Chshelokovskiy and Nomad Contractors LLC d/b/a Nomad Coatings, a company offering services which are competitive with 360 Painting, LLC within the franchise area assigned to Chshelokovskiy, alleging breach of the franchise agreement, misappropriation of trade secrets under the Virginia Uniform Trade Secrets Act, conversion, and unjust enrichment. 360 Painting, LLC seeks damages of $185,524.25, prejudgment interest and costs, as well as an injunction preventing unfair competition by enforcing the terms of the parties' franchise agreement, preventing further misappropriation or disclosure of 360 Painting, LLC's trade secrets, and ordering Chshelokovskiy to disgorge compensation, profits, or other remuneration received from Nomad Contractors LLC. On June 16, 2025, Chshelokovskiy and Nomad Contractors LLC filed an Answer to the Complaint denying liability for any of the causes of action pled against them, as well as asserting counterclaims against 360 Painting, LLC for fraud, fraudulent inducement, constructive fraud, negligence per se, equitable rescission, breach of contract, and breach of Virginia's Retail Franchising Act. Chshelokovskiy and Nomad Contractors LLC seek damages in the amount of at least $508,389.73, plus punitive damages of $350,000.00, rescindment of the franchise agreement and its related agreements, and repayment of all funds previously paid to 360 Painting, LLC under the franchise agreement, as well as reimbursement for costs of litigation and any attorney's fees incurred. The parties are presently engaged in discovery. 360 Painting, LLC intends to vigorously pursue its own claims against Chshelokovskiy and Nomad Contractors LLC and to defend against all counterclaims.

360 Painting, LLC v. Gilliam, et al. (U.S. District Court for the Western District of Virginia, Civil Action No. 3:25-cv-00033). On May 7, 2025, 360 Painting, LLC filed a Complaint against former 360 Painting franchisee James Gilliam, his entity BridgeJam, LLC, and Nomad Contractors LLC d/b/a Nomad Coatings, a company offering services which are competitive with 360 Painting, LLC within the franchise area assigned to Gilliam, alleging breach of the franchise agreement, misappropriation of trade secrets under the Virginia Uniform Trade Secrets Act, conversion, fraudulent inducement, and unjust enrichment. 360 Painting, LLC seeks compensatory damages of at least $189,000.00, prejudgment interest and costs, punitive damages in the amount of $350,000.00, as well as an injunction preventing unfair competition by enforcing the terms of the parties' franchise agreement, preventing further misappropriation or disclosure of 360 Painting, LLC's trade secrets, and ordering Gilliam, BridgeJam, LLC, Nomad Contractors LLC to disgorge compensation, profits, or other remuneration received by use of 360 Painting, LLC's confidential information and trade secrets. On June 16, 2025, Gilliam, BridgeJam, LLC and Nomad Contractors LLC filed an Answer to the Complaint denying liability for any of the causes of action pled against them. The parties are presently engaged in discovery. 360 Painting, LLC intends to vigorously pursue its claims against Gilliam, BridgeJam, LLC, and Nomad Contractors LLC.

360 Painting, LLC v. Glenn A. Misiph et. al. (U.S. District Court, Western District of Virginia, Case No. 3:22-cv-00056-NKM). On September 27, 2022, 360 Painting, LLC filed a Complaint against former franchisee Glenn A. Misiph and AASK Services, LLC, the former unauthorized operator for franchisee, alleging breach of contract, unjust enrichment and quantum meruit, and seeking injunctive relief arising from the former terminated franchisee's unauthorized use of 360 Painting's Marks on an unauthorized website and the posting of content on the unauthorized website, which impairs the goodwill associated with 360 Painting's Marks. In addition, 360 Painting alleges breach of the franchise agreement arising from the operation of the 360 Painting franchise through AASK Services, LLC, an entity not a party to the franchise agreement, which used 360 Painting's Marks and other business systems without authorization. 360 Painting then filed an Amended Complaint alleging breach of the franchise agreement, unjust enrichment, quantum meruit, tortious interference with contract, misappropriation of trade secrets under Virginia's Uniform Trade Secret Act, Defend Trade Secret Act violations, statutory conspiracy under VA. Code § 18.2-500 and civil conspiracy to tortiously interfere with contract. The parties then agreed to litigate these claims made by 360 Painting, LLC in Massachusetts as part of the litigation presently pending as *Glenn Misiph et. al. v. 360 Painting, LLC et. al. (U.S. District Court, District of Massachusetts, Case No. 1:22-cv-11778-AK)*. In this matter, Glenn Misiph and AASK Services, LLC, filed a Complaint on October 18, 2022, against 360 Painting, LLC, Premium Service Brands, LLC, and Paul Flick alleging fraud, fraudulent inducement, negligent misrepresentation, and violations of the Massachusetts unfair business practices act arising from alleged pre-sale misrepresentations and omissions in 360 Painting's FDD, financial documents, other documents, and oral communications. Plaintiffs also allege breach of contract and breach of the implied duty of good faith and fair dealing arising from 360 Painting's alleged failure to provide services, failure to account for and use the marketing fund, and improper termination of Plaintiffs' franchise. Plaintiffs seek rescission of the franchise agreement, return of the $54,000 initial franchise fee and all other payments made by Plaintiffs, $217,999 in compensatory damages, treble damages, and attorneys' fees. On November 13, 2023, 360 Painting filed its counterclaims against Plaintiffs, alleging breach of the franchise agreement, unjust enrichment, quantum meruit, tortious interference with contract, trade secret misappropriation, violations of the Defend Trade Secrets Act, statutory business conspiracy, and common law conspiracy. 360 Painting's counterclaim complaint sought compensatory damages of no less than $75,000, treble damages, punitive damages, and injunctive relief against the Plaintiffs. On December 22, 2023, 360 Painting filed its First Amended Counterclaims alleging substantially the same causes of action against Plaintiffs. The parties filed motions to dismiss one another's claims, which were heard by the Court on August 14, 2024. On August 16, 2024, the Court ruled on the motions and permitted the case to proceed on the claims filed by Plaintiffs, and the trade secret claims alleged by 360 Painting. The parties completed discovery and the final pretrial conference required to be held in advance of trial. Trial is presently set to begin on May 5, 2026. 360 Painting intends to vigorously defend the claims brought against it and to pursue its counterclaims against the Plaintiffs.

Premium Service Brands, LLC v. Glenn A. Misiph (Circuit Court for the City of Charlottesville, Commonwealth of Virginia, Case No. CL25000445-00). On March 15, 2025, Premium Service Brands, LLC filed a Complaint against former 360 Painting franchisee Glenn A. Misiph, alleging tortious interference with contract and business conspiracy and seeking compensatory damages in the amount of $30,000.00 based on Misiph's coordinated acts with another former franchisee to make false and damaging statements about Premium Service Brands, LLC, and its portfolio of franchise companies, and thereby disrupt franchise agreements, mutual termination agreements, consent to sale agreements, confidentiality agreements, and other ancillary agreements. On June 9, 2025, Misiph filed a plea-in-bar alleging that case and its claims were barred by the Virginia doctrine of claim preclusion. The parties have not completed discovery, and no trial date is presently set. Premium Service Brands, LLC intends to vigorously pursue its claims against Misiph.

Rooterman, LLC v. Klodian Belegu, et al. (U.S. District Court, District of Massachusetts, Case No. 1:24cv-13015). On December 5, 2024, PSB's subsidiary Rooterman, LLC filed a lawsuit and sought a preliminary injunction against former franchisee Klodian Belegu and Quality Air Care Corporation, a corporation owned by Belegu that operated certain of his franchises, alleging trademark infringement, unfair competition, dilution, violation of post-termination restrictive covenants and breach of the franchise agreements arising from the former franchisee's unauthorized use of Rooterman's Marks on an unauthorized website, and the former franchisee's failure to return proprietary and confidential information to Rooterman post-termination. In addition, Rooterman alleged trademark infringement against Belegu's other corporation, RM Water Damage Restoration LTD, an entity not a party to the franchise agreement, but which Belegu ran concurrently with his former franchise business. Rooterman then filed an Amended Complaint, which added a defendant, 911 Sewer & Drain, as Belegu was using this entity to violate Rooterman's statutory and contractual rights and unfairly compete. Defendants answered the complaint on February 18, 2025, and also asserted counterclaims against Rooterman, LLC, alleging fraudulent inducement, breach of contract, and violations of the Massachusetts unfair business practices act arising from the alleged failure to provide services, and alleged failure to register and police marks. Defendants further contests the validity of the Rooterman marks, claiming they should be cancelled for alleged abandonment and/or the granting of a naked license. On April 11, 2025, the Court entered an injunction against the Defendants restricting them from competing through September 2026. Defendants appealed that injunction to the First Circuit, and the appeal was argued on January 5, 2026. We await a decision from the First Circuit. Meanwhile, on April 15, 2026, Defendants sold their business to their longtime lawyer, Sandro Paterno, who immediately set up the same companies, and purportedly has been running them for one year. Despite a demand to cease and desist in May 2025, Paterno has not. Accordingly, Rooterman has added him individually, added his law firm, and added his "new entity" as third party reach and apply defendants to the existing lawsuit. The parties are currently engaged in discovery. Rooterman, LLC is vigorously pursuing its own claims and vigorously defending against Belegu's counterclaims.

Separate from the preliminary injunction matter, in *Rooterman, LLC v. Klodian Belegu, et al.* (American Arbitration Association, Boston Office, Case No. 012400090057), on December 16, 2024, PSB's subsidiary Rooterman, LLC filed an arbitration case against the same former franchisee Klodian Belegu and Quality Air Care Corporation, as well as the same entities identified in the federal case above, alleging the same substantive claims as in the federal case, and also adding claims against Belegu and Quality Air Care for failure to pay royalties, a claim which must be arbitrated per the parties' franchise agreement. However, the parties stipulated that these claims need not be arbitrated and may continue to be litigated in the same federal suit identified above. Thus, the arbitration was dismissed.

Mason v. Premium Service Brands, LLC, ProLift Doors Franchise, LLC, and Paul Flick (Case No. CV-2026-01080, Court of Common Pleas of Washington County, Pennsylvania). On February 9, 2026, Julie and Keith Mason filed a lawsuit against Defendants Premium Service Brands, LLC, ProLift Doors Franchise, LLC, and Paul Flick in the

Court of Common Pleas of Washington County, Pennsylvania. Plaintiffs, who entered a Franchise Agreement with ProLift Garage Doors Franchise, LLC dated December 13, 2023, generally allege Defendants breached the Franchise Agreement and engaged in fraudulent and deceptive practices in connection with the sale and operation of the franchise. Defendants filed a motion on April 10, 2026, seeking to dismiss the action for lack of jurisdiction and improper venue based on the Franchise Agreement's forum selection clause which requires all disputes to be brought in state or federal court serving Charlottesville, Virginia.

CHNC I, LLC v. Clean Juice Franchising, LLC, CJ Fresh Holdings, LLC, Landon Eckles, Caitlyn Eckles, David Cuff, Tripp Setliff and Collin Eckles (Case No. 2024-211191-CB, Circuit Court for the County of Oakland, Michigan). Former Clean Juice franchisee, CHNC I, LLC, filed a complaint in connection with the sale and transfer of the Rochester Hills CLEAN JUICE store in January 2024, which predated the acquisition by CJ Fresh LLC of the Clean Juice assets on May 20, 2024. The complaint alleges that Clean Juice Franchising, LLC failed to update its 2023 franchise disclosure documents with material information regarding legal actions, including mediations and arbitrations that had been filed by other Clean Juice franchisees in 2023, and that the information provided in Item 19 financial performance representations was inaccurate, as well as other claims and allegations. CJ Fresh Holdings, LLC was not served with the lawsuit until January 15, 2025.

Litigation Against Franchisees in Last Fiscal Year

Rooterman, LLC v. Mike Mehenni and Finish Connection, Inc. (U.S. District Court, District of Massachusetts, Case No. 1:25cv-10701). On March 25, 2025, PSB's subsidiary Rooterman, LLC filed a lawsuit and sought a preliminary injunction against former franchisee Mike Mehenni and his entity Finish Connection, Inc. ("Defendants") through which he operated his franchise. Although he was a terminated franchisee, he was discovered to be continuing to use Rooterman's trademarks, a violation of his contract including, but not limited to, his non-competition clause, and a violation of federal trademark law. Defendants defaulted on the lawsuit, and the Court entered a default judgment on December 23, 2025 awarding Rooterman injunctive relief and damages of $288,579.27 with interest accruing. Rooterman has, and is continuing to, take steps to enforce such judgment and has already successfully caused the "take down" of Defendants' competing website.

Pro-Lift Doors Franchise, LLC v. Arukah LLC et al. (U.S. District Court, Western District of Virginia Case No. 3:25-cv-00087-JHY-JCH). On November 3, 2025, PSB's subsidiary Pro-Lift Doors Franchise, LLC filed a lawsuit against former franchisee, Arukah, LLC and its owners, Miles Ghorley and Chris Finch ("Defendants") seeking enforcement of the Franchise Agreement, which was terminated after Defendants' uncured defaults, and subsequently enforcement of post-termination obligations.

Prior Actions

360 Painting, LLC v. The DeGregorio, LLC, et al., (U.S. N.D. Ill., East. Div., Case # 1:21-cv-04577). Filing date: August 27, 2021. 360 Painting, LLC filed a Complaint against former franchisee Greg DeGregorio and several associated corporate entities based on Breach of Franchisee Agreement, Breach of Personal Guaranty, and Fraud/Negligent Misrepresentation based on former franchisee's royalty reporting. The parties entered into a settlement of all claims, with neither party admitting fault or liability, on December 24, 2021, pursuant to which 360 Painting paid $21,000. An agreed dismissal order requesting a dismissal of all claims with prejudice was entered by the Court on January 11, 2022.

Deborah Carreno v. 360 Painting, LLC, et al. (U.S. District Court, Southern District of California, Case No. 19cv2239-LAB-BGS). On November 22, 2019, a former 360 Painting franchisee, brought an action against 360 Painting and other unnamed defendants, alleging breach of the implied covenant of good faith and fair dealing, negligent misrepresentation, intentional misrepresentation, unjust enrichment and unfair business practices. Generally, Plaintiff claimed that its difficulty in obtaining state licensing required to operate the franchised business constituted a default by 360 Painting of its responsibility to support Plaintiff in opening and operating the franchised business. Plaintiff also claimed that 360 Painting was obligated to provide advertising materials which were specifically adapted to California's requirements. Plaintiff also claimed that 360 Painting failed to provide sufficient field training. Plaintiff sought unspecified compensatory and special damages, litigations costs and other relief. The parties entered into a settlement of all claims in November 2021, pursuant to which 360 Painting agreed to pay Plaintiff $57,500. Both parties claims were dismissed with prejudice by Order dated November 18, 2021.

Dispatch Technologies, Inc. v. Premium Service Brands, LLC (case #1984CV01003, The Superior Court, Suffolk County, Trial Court of Massachusetts, filed March 29, 2019). Plaintiff was a CRM software vendor that filed claims for breach of contract, breach of a covenant of good faith and fair dealing and unfair and deceptive trade practices and seeking unspecified damages and attorneys' fees relating to unpaid fees for services rendered after a dispute arose regarding the vendor's lack of performance under a vendor contract. The parties settled on May 20, 2019 with Premium Service Brands, LLC agreeing to pay $190,000 to mutually terminate the contract and be able to pursue a new CRM vendor. The suit was fully dismissed on June 7, 2019.

YP, LLC d/b/a yellowpages.com, LLC v. 360 Painting, LLC (case # 17CV7398, Superior Court of Dekalb County, State of Georgia, filed July 17, 2017). Plaintiff was an advertising vendor that filed claims for a statement of account, breach of contract and unjust enrichment after a dispute regarding the vendor's performance under a yellow pages advertising contract. 360 Painting, LLC brought counterclaims on October 16, 2017 for breach of contract, negligent misrepresentation and attorneys' fees on the basis that the plaintiff failed to perform under the contract. The parties settled all claims with 360 Painting, LLC agreeing to pay (via installments) $21,000 of the alleged $37,765.19 outstanding principal account balance due, and the lawsuits were mutually dismissed on August 27, 2018.

MMG-360 LLC, et al. v. Paul Flick, Home Service Franchising, Inc., 360 Painting LLC, Maintenance Made Simple LLC, et al. (Case No. CV-11-752725, Court of Common Pleas, Cuyahoga County, Ohio). On April 6, 2011, Plaintiff brought an action against Defendants alleging fraud in the inducement and seeking refund of Plaintiff's purchase price in a transaction in which Plaintiff entities purchased assets of Defendant entities for $140,000, which transactions were rescinded shortly after their occurrence; fraud and breach of contract based on the rescission or settlement agreement entered into between Plaintiffs and Defendants in which Plaintiffs agreed to accept $100,000 from Defendants in full repayment of the $140,000 original purchase price paid by Plaintiffs; and seeking declaratory judgment that certain ancillary agreements were canceled and terminated and that exclusive control over Plaintiff entities revert to Plaintiff Merry Meeting, Inc. Plaintiffs and Defendants filed cross motions for summary judgment. Plaintiff's summary judgment motion was granted control over Plaintiffs MMG-360, LLC; MMG-MMS, LLC; and MMG-MC, LLC was returned to Plaintiff Merry Meeting, Inc. The parties originally agreed in principle to settlement terms in July 2013 calling for Defendants 360 Painting, LLC and Flick to pay $100,000 to Plaintiffs in exchange for full general releases by all parties, but the settlement was never finalized. Defendants 360 Painting, LLC and Flick later contacted Plaintiffs in 2020 and the parties signed a formal settlement agreement dated May 26, 2020 under which Defendants paid $100,000 to Plaintiffs on June 2, 2020 in exchange for full general releases.

<u>Governmental Actions</u>

In the Matter of 360 Painting, LLC f.k.a. 360 Painting, Inc., and Paul Flick, Administrative Proceeding Before the Securities Commissioner of Maryland, Case No. 2015-0477, as modified by Order Modifying Consent Order dated January 4, 2017. On or about February 23, 2016, the Securities Division of the Office of the Attorney General of the State of Maryland initiated an investigation into the franchise related activities of 360 Painting, LLC and Paul Flick. On August 18, 2016, the defendants entered into a Consent Order with the Securities Commissioner, in which they agreed, without admitting or denying any of the Commissioner's statements of fact or conclusions of law, except as to the Commissioner's jurisdiction in the proceeding, (1) to immediately and permanently cease and desist from the offer and sale of franchises in violation of the Maryland Franchise Registration and Disclosure Law; (2)

to promptly file with the Securities Division and diligently pursue the completion of an initial application to register the 360 Painting franchise offering in Maryland; and (3) to send offers of rescission to two Maryland Franchisees, offering them the right to rescission of their 360 Painting franchise agreements and to obtain a refund of initial franchise fees. In an Order Modifying Consent Order dated January 4, 2017, the Consent Order was modified so that 360 Painting was not required to register its 360 Painting franchise offering in Maryland as long as no offers or sales of 360 Painting franchises were made in Maryland or to any Maryland residents. In the Consent Order, the Commissioner concluded that defendants had violated §§ 14-214, 14-216, 14-228 and 14-229 of the Maryland Franchise Registration and Disclosure Law by offering and selling franchises in Maryland and to Maryland residents while not registered to offer and sell franchises in Maryland and using a Franchise Disclosure Document that failed to set forth all information the Securities Division requires to be included in a Maryland registered Franchise Disclosure Document under the Maryland Franchise Registration and Disclosure Law and Maryland's Franchise Regulations. Specifically, the Commissioner found that, in the Franchise Disclosure Documents distributed to the Maryland Franchisees, defendants had failed to disclose the lawsuit filed by Leslie Owens Brown. 360 Painting has corrected this error. The two Maryland Franchisees accepted the rescission offer.

In the Matter of 360 Painting, LLC, No. 20-AVC-F001, investigation by Illinois Attorney General's Office. In January 2020, the Illinois Attorney General's Office began an investigation of potential violations of the Illinois Franchise Disclosure Act by 360 Painting regarding its failure to obtain a signed Illinois amendment to the franchise agreement for Illinois franchises between April 2017 and December 2019. 360 Painting did not contest that Illinois amendments were not executed by Illinois franchisees during this period, but asserted that: (a) each Illinois franchisee received a properly registered franchise disclosure document, including an addendum to the disclosures and an amendment to the franchise agreement containing modifications required by Illinois law; and (b) because each franchisee received the required disclosures, the failure to obtain executed amendments from each franchisee could not have affected the franchisees' decision to purchase the franchise. The Illinois Attorney General asserted that because 360 Painting brought suit against an Illinois franchisee in Virginia (before unilaterally dismissing the case by filing a Motion to Non-Suit), Illinois franchisees were harmed. On May 22, 2020, 360 Painting entered into an Assurance of Voluntary Compliance ("AVC"), under which 360 Painting agreed to offer affected franchisees the opportunity to rescind their franchise agreements, make a $6,000 payment to the state, disclose the AVC in its disclosure document, and comply with the Illinois Franchise Disclosure Act in the future.

In the matter of Commonwealth of Virginia, ex. rel. State Corporation Commission v. 360 Painting, LLC, No. SEC-2020-00055, investigation by the Virginia State Corporation Commission. In 2020, the Virginia State Corporation Commission began an investigation of potential violations of the Virginia Retail Franchising Act Rules of the Virginia Administrative Code, 21 VAC 5-110-10 et seq. the "Act"), regarding alleged failures to disclose necessary litigation, administrative, or material civil actions involving 360 Painting or Flick, in its 2017-2020 Franchise Disclosure Documents ("FDD's"). 360 Painting contested whether the litigation was required to be included in the relevant FDD's and neither admitted nor denied the SCC's allegations. On March 2, 2021, an agreed Settlement Order was entered by the State Corporation Commission's Clerk's Office under which 360 Painting agreed to pay $10,000 in monetary penalties, $1,000 to defray costs of investigation, and agreed not to violate the Act in the future.

In The Matter of the Commissioner of Financial Protection and Innovation v. 360 Painting, LLC, Pro-Lift Doors Franchise, LLC, Maid Right, LLC, Handyman Pro, LLC, Kitchen Wise, LLC, Renew Crew, LLC, Rubbish Works, LLC, and Paul Flick, an individual, Administrative Proceeding Before the Department of Financial Protection and Innovation of the State of California, File Origination ID 33649, 26267, 110487, 293487, 292987, 339827, 99696, 365318, 403947, Consent Order dated November 19, 2021. In early 2021, the Commissioner of Financial Protection and Innovation ("Commissioner") opened an informal inquiry regarding alleged failures by defendants to disclose certain litigation, administrative, or material civil actions involving defendants in their Franchise Disclosure Documents ("FDD's") as well as related allegations of misrepresentations and omissions in connection with defendant 360 Painting, LLC's 2017 FDD and related sales activities in California. Defendants contested the Commissioner's allegations, but on November 19, 2021, the defendants elected to enter into a Consent Order with the Commissioner, in which they agreed, without admitting or denying any of the Commissioner's statements of fact or conclusions of law, (1) to immediately and permanently cease and desist from the offer and sale of franchises in violation of the California Franchise Investment Law; (2) to pay penalties of $72,500 and costs of $10,500 to the Commissioner; (3) to disgorge all initial franchise fees paid by California franchisees to defendant 360 Painting, LLC and refrain from enforcing or collecting judgments against California franchisees; (4) to disclose to the Commissioner pending and concluded governmental agency matters, pending and concluded administrative, criminal and civil actions against defendants and bankruptcies and debt discharges filed by defendants; (5) to a stop order related to the effectiveness of defendant's 2021 California applications; and (5) to a bar order against defendant Paul Flick from offering or selling franchises or filing franchise registrations in California for 36 months.

In the matter of determining whether there has been a violation of the Franchise Investment Protection Act of Washington by: 360 Painting, LLC, and *In the matter of determining whether there has been a violation of the Franchise Investment Protection Act of Washington by: Pro-Lift Doors Franchise, LLC.* State of Washington Department of Financial Institutions Securities Division, Order No. S-22-3399-22-CO01, Consent Order dated October 4, 2022. In May 2022, the Securities Division of the Washington Department of Financial Institutions (DFI) began conducting an investigation regarding the offer and sale of franchises by Premium Service Brands, LLC and other entities to determine whether there have been any violations of the Washington Franchise Investment Protection Act (RCW 19.100). Following informal discussions with the DFI, effective October 4, 2022, 360 Painting, LLC and Pro-Lift Doors Franchise, LLC elected to enter into separate Consent Orders with the DFI, in which they each agreed, without admitting or denying any of the DFI's statements of fact or conclusions of law, (1) to cease and desist from any violation of RCW 19.100.170; and (2) to pay investigative costs of $2,000.

In the Matter of 360 Painting, LLC, and Paul Flick, Administrative Proceeding Before the Securities Commissioner of Maryland, Case No. 2022-0226. In December 2022, the Securities Division of the Office of the Attorney General of the State of Maryland initiated an investigation into the franchise related activities of 360 Painting, LLC and Paul Flick. On April 19, 2023, 360 Painting, LLC and Paul Flick entered into a Consent Order with the Securities Commissioner, in which they agreed, without admitting or denying any of the Commissioner's statements of fact or conclusions of law, except as to the Commissioner's jurisdiction in the proceeding, (1) to immediately and permanently cease and desist from the offer and sale of franchises in violation of the Maryland Franchise Registration and Disclosure Law; (2) to pay to the Office of the Attorney General in conjunction with this Consent Order the sum of $50,000.00 as a civil monetary penalty; and (3) that the Consent Order is a disclosable order as described under the Maryland Franchise Law, and Item 3 of the NASAA Franchise Registration and Disclosure Guidelines and Amended FTC Franchise Rule. In the Consent Order, the Commissioner concluded that defendants had violated §§ '14-216, 14-220, 14-229, and 14-230 of the Maryland Franchise Law and an order of the Securities Commissioner by failing to disclose certain lawsuits in Franchise Disclosure Documents filed with the Securities Division in 2017 to 2019.

Other than the above actions, 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

Franchise Agreement

Initial Franchise Fee

You must pay to us a lump sum initial franchise fee of $49,000 (the "Initial Franchise Fee") to establish a single Studio under a Franchise Agreement. The Initial Franchise Fee is due upon the signing of the Franchise Agreement. The Initial Franchise Fee will be fully earned by us upon payment and is not refundable, in whole or in part, under any circumstance.

Separately, if you (or your affiliates) already own and operate a CycleBar Studio, then the Initial Franchise Fee for your 2nd franchise will be reduced to $39,000. If you (or your affiliates) already own and operate at least two CycleBar Studios, then the Initial Franchise Fee for your 3rd or more franchises will be reduced to $29,000. These reduced Initial Franchise Fees are conditioned on that you (and your affiliates) are in compliance with all franchise agreements and any other agreement between us (and our affiliates) and you (and your affiliates).

Initial Instructor Training Fee (in Connection with Authorized Instructors)

You must ensure that at least eight (8) Authorized Instructors attend and complete the Instructor Bootcamp training before your Studio's Soft Opening, which will be provided virtually by one of our "Master Instructors," and which currently has a program tuition fee of $5,000 (the "Initial Instructor Training Fee"). You must pay us the Initial Instructor Training Fee prior to completion of the Instructor Bootcamp. You will be responsible for the costs and expenses associated with the initial Authorized Instructors completing the Instructor Bootcamp (e.g., employee payroll expenses). This amount is payable in lump sum, non-refundable under any circumstances, and will be imposed uniformly.

On-Site Grand Opening Assistance

We may, but are not required to, send one (1) or more representatives to your Studio to provide assistance and recommendations regarding your opening and initial operations, and/or provide additional or refresher training associated with any required initial training ("On-Site Grand Opening Assistance"). If we provide On-Site Grand Opening Assistance, you will pay us a $2,500 training fee. The fee is paid in lump sum, deemed fully earned upon payment, uniformly imposed, and is nonrefundable under any circumstances.

Pre-Sales and Soft Opening Retail Inventory Kit

Prior to opening your Studio, you must purchase from us an initial inventory kit (the "Pre-Sales and Soft Opening Retail Inventory Kit"), which includes, but is not limited to, presale merchandise and other apparel that will be available for resale as part of your Approved Products, including items branded with the Marks, and other t-shirts, towels, exercise clothing and related accessories. The components will be determined in coordination with our team to ensure brand consistency and optimal product selection. The cost for the Pre-Sales Retail Package will be collected directly by the retail team at the start of the Pre-Sales Phase, while the Soft Opening retail inventory cost will be included as a line item in the equipment invoice. While you currently purchase the Pre-Sales and Soft Opening Retail Inventory Kit from us, we may designate that you purchase it directly from a third-party Approved Supplier.

You are required to use certain of these items in coordination with the pre-opening sales plan we approve or designate for your Studio, which is designed to generate prospective Studio clientele and members and otherwise promote the Studio prior to opening (the "Opening Support Program"). We anticipate that you will begin pre-selling

Studio memberships (the "Pre-Sales Phase") for approximately nine (9) months before you open your Studio's doors to the general public for participating in regular classes in the physical premises of your Studio (the "Soft Opening").

The cost of the Pre-Sales and Soft Opening Retail Inventory Kit ranges from $8,000 to $12,000. This amount is non-refundable and is deemed fully earned upon payment. We expect to impose this charge for the kit uniformly.

Reduced Technology Fee and MMS Software Fee

As of your Studio's Soft Opening, you will be required to commence paying us a technology fee for the technology services we provide as part of the System (the "Technology Fee"), which is currently $215 per month, and a MMS Software Fee, which is currently $436 a month. However, upon the commencement of your Pre-Sales Phase, you must begin paying us a reduced Technology Fee in the amount of $75 per month and a reduced MMS Software Fee in the amount of $180 a month during your Pre-Sales Phase. As such, we estimate that your payment of Technology Fees for five (5) months prior to your Studio's Soft Opening will be $375 and your payment of MMS Software Fees for five (5) months prior to your Studio's Soft Opening will be $900. The Technology Fee is payable in a lump sum, is uniformly imposed, and is non-refundable under any circumstances.

Fitness Equipment & Initial FF&E Package

The "Fitness Equipment & Initial FF&E Package" includes: (i) a studio fixture package (comprised of a millwork bundle (front desk, retail display, cubbies), millwork accessories and other related supplies; (ii) fitness equipment and other operational equipment we designate to be used in Studios (e.g. 30-35 bikes, weight bars); equipment accessories (e.g., shoes, cleats), (iii) other items related to the outfitting and design and buildout of your Studio; and (iv) the installation and shipping costs for the foregoing items, which may vary depending on the geographic location of your Studio. You will purchase the Fitness Equipment & Initial FF&E Package from us (or if designated, our affiliate), which will be due prior to the opening of your Studio. The cost of the Fitness Equipment & Initial FF&E Package is approximately $111,800 to $146,600. The amount is payable in lump sum, uniformly imposed, and non-refundable under any circumstances.

Multi-Unit Agreement

Development Fee

If we award you the right to acquire Franchises for three (3) or more Studios within a given Development Area, you must pay us a one-time Development Fee in a lump sum upon execution of your Multi-Unit Agreement. You must execute our current form of Franchise Agreement for the first Studio we grant you the right to open within your Development Area concurrently with the Multi-Unit Agreement. Your Development Fee will be equal to $10,000 for each Studio, less the first one, that you commit to opening in satisfaction of an agreed upon Development Schedule specified in the Multi-Unit Agreement. The number of Studios required to be open under a Multi-Unit Agreement is an agreed upon number (typically, at least 3 Studios). If your Multi-Unit Agreement requires that you open 3 Studios, your Development Fee will be 2 x $10,000, or $20,000. For each additional Studio you are required to open under your Development Schedule, your Development Fee will increase by $10,000. While the Development Fee is not a deposit, we will apply it, in $10,000 increments, toward satisfaction of the initial franchise fee due under each Franchise Agreement (less the first one) you sign in satisfaction of your obligations under the Multi-Unit Agreement. The initial franchise fees paid under each Franchise Agreement shall be the same as required as of the date of this Disclosure Document. The Development Fee is payable in a lump sum, is not refundable, and is determined in the same manner for all franchisees who sign Multi-Unit Agreements.

You will be required to enter into our then-current form of franchise agreement for each Studio you wish to open under your Multi-Unit Agreement.

Your Development Fee will be deemed fully earned upon payment and is not refundable under any circumstances. The Development Fee described above is calculated and applied uniformly to all of our franchisees.

ITEM 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty	7% of Gross Sales generated by your Studio over the relevant reporting period [1]	Payable weekly via electronic funds transfer ("EFT") based on the Gross Sales of your Studio during the preceding business week	You will be required to start paying your Royalty once your Studio begins collecting revenue from operations. We may collect your Royalty on a different interval (for example, monthly).
Contributions to Brand Development Fund [2]	Currently, 2% of Gross Sales [1]	Payable weekly at the same time and in the same manner as the Royalty	Your contributions (the "Fund Contributions") to the Brand Development Fund (the "Fund") will begin when your Studio begins generating revenue from operations. We may increase your Fund Contribution up to 3% of Gross Sales.
Regional or Local Advertising Co-Op	As the Co-Op determines (not currently charged)	As the Co-Op determines	We may establish regional cooperatives comprised of Studios that are within a given geographical area (each, a "Co-Op"). If a Co-Op is established where your Studio is located, you will be required to participate in that Co-Op and contribute to that Co-Op in the amounts the Co-Op determines. We may, on notice to you, adjust the amount of your required Fund Contributions, subject to the Marketing Expenditure Cap. [3]
Local Advertising Requirement	The greater of (a) $1,500 or (b) 2% of the prior month's Gross Sales[1]	Payable monthly with your 1st Royalty payment each month	This is a spending requirement, but we reserve the right to have you pay this amount to us rather than spending it yourself. We may, on notice to you, adjust the amount of your required spending, subject to the Marketing Expenditure Cap. [3]

Type of Fee	Amount	Due Date	Remarks
Instructor Bootcamp Tuition Fee (for Subsequent Instructors)	Then-current tuition fee Currently, $399 per Instructor	As incurred	You must ensure that at least eight (8) individuals have completed our Instructor Bootcamp at all times in connection with the operation of your Studio. We may increase the fee by 10% annually. You will be responsible for the costs and expenses associated with each Subsequent Instructor completing the Instructor Bootcamp (e.g., employee payroll expenses and Subsequent Instructor Bootcamp Tuition Fee). Please see Item 11 for additional information.
Authorized Instructor Video Review Fee (for Subsequent Instructors)	Then-current fee Currently, $399 per trainee and, if required, $75 for any re-attendance for a given individual	At time of request	This fee is payable for the cost of our review if a prospective Subsequent Instructor, in lieu of completing Instructor Bootcamp, provides us with certain videos demonstrating his or her ability to provide the Approved Services in accordance with System standards. We may increase the fee by 10% annually. Please see Item 11 for additional information.
Additional Training Fee	If charged, up to $500/day per trainer.	Prior to training	This fee is paid in connection with additional training/instruction that we may provide on an ongoing basis in connection with the overall operation and development of your Studio. We will only charge our standard Training Fee in connection with training that (a) you request we provide, or (b) we are required to provide on-site at your Studio. We will not charge this fee in connection with training that we require you to attend at our corporate headquarters or other training facility we designate. If our personnel is required to travel to your Studio to conduct such training, you must also pay for any related travel and lodging expenses. We will not charge any training fee in connection with minor, day-to-day assistance that we provide remotely over the phone or via email, subject to our availability. In addition to our then-current training fee, you will always be responsible for the costs and

Type of Fee	Amount	Due Date	Remarks
			expenses that are incurred in connection with you and your personnel attending training.
Successor Franchise Fee	$10,000	Prior to expiration of initial term	You must renovate and modernize the Studio at your expense at the time you are granted a successor franchise to conform to our then-current standards and image
Transfer Fee	$10,000	Upon your request for our consent to any proposed transfer	Instead of the standard transfer fee, we will only charge an administrative fee amounting to: (i) $750 if you are an individual franchisee and assigning your franchise rights to an entity that you fully own; or (ii) $1,500 if the assignment is from an existing System franchisee to another immediate family member. Payment of the transfer fee is one (1) of the conditions you must satisfy in order to assign an interest in your Franchise Agreement, your Studio, and/or you (if you are a business entity). There are various other terms and conditions upon which we may condition our consent to any such transfer.
Technology Fee	Currently, $330 per month	Payable monthly at the same time and in the same manner as the Royalty	We charge you a recurring Technology Fee to help cover the costs and expenses associated with developing, implementing, licensing or otherwise using and integrating the technology we determine appropriate to provide as part of the System or otherwise in connection with your Studio and/or Studio network. We may increase the Technology Fee by no more than 15% annually; provided, that, we reserve the right to include MMS Fees and/or Music Licensing Fees (currently paid directly to the Approved Supplier(s) for same) in the Technology Fee upon notice.
Music Licensing Fee	Currently, $152 per month	Monthly	We currently collect a Music Licensing Fee to cover costs we incur in connection with obtaining licensing rights to music and playlists you will use in connection with the provision of the Approved Services at your Studio. This amount is subject to increase based upon vendor pricing.

Type of Fee	Amount	Due Date	Remarks
MMS Software Fee	Currently, $436 per month	Payable monthly at the same time and in the same manner as the Royalty	Payable directly to the Approved Supplier for Member Management System software for all Studios. This amount is subject to increase based upon vendor pricing.
Relocation Fee	$5,000	Upon submission of a proposal to relocate	You will not be permitted to relocate your Studio without our prior written approval, which may be withheld in our discretion. We may assess a relocation fee of $5,000 at the time you submit the proposed location for your relocated Studio. Generally, we do not approve requests to relocate your Studio after a site selection has been made and you have opened for business unless (a) it is due to extreme or unusual events beyond your control, and (b) you are not in default of your Franchise Agreement. If we approve your relocation request, we retain the right to approve your new site location in the same manner and under the same terms that are applied to your first site selection.
Insurance Policies [4]	Amount of unpaid premium	As agreed	Payable only if you fail to maintain required insurance coverage and we elect to obtain coverage for you
Mystery Shopper and Other Quality Control Programs	If charged, $500/year	As arranged	Payable only if we establish a mystery shopper program or other quality control mechanism/program, in which case we may require a franchisee to contribute up to $500/year to help defray the costs of such programs that are designed to preserve the goodwill and brand image.
Annual Convention Fee and Convention Non-Attendance Fee	Currently, $400 per attendee (or $600 for a double booking) and $1,000 if you do not attend, but we may modify the fees on notice to you based on our then current allocated costs.	Upon demand	Attendance fee varies depending on convention location. You are responsible for all costs associated with travel, accommodations, and meal expenses

Type of Fee	Amount	Due Date	Remarks
Audit Fees [5]	Costs incurred by us in connection with conducting audit Currently, we estimate that such costs will typically be between $500 to $2,500 (plus costs of any travel)	Within 15 calendar days after receipt of audit report	Payable only if (a) an audit or review shows an understatement of Gross Sales for the audited period of 2% or more, or (b) the audit or review is being conducted in response to your failure to timely submit any reports required by your Franchise Agreement.
Late Fees	The lesser of (a) the highest applicable legal rate for open account business credit, or (b) 1.5% per month	Upon demand	Applies to all amounts not paid when due, until paid in full. We may also require you to pay an administrative fee of $50 for each late payment or late report.
Non-Compliance Fee	$100 for each day of non-compliance	Upon demand	Payable only in the event you fail to comply with your material obligations under your Franchise Agreement. The Non-Compliance Fee will be incurred during each day of non-compliance.
Cost of Enforcement or Defense	All costs including attorneys' fees	Upon settlement or conclusion of claim or action	You will reimburse us for all costs in enforcing our obligations concerning the Franchise Agreement if we prevail
Indemnification	All costs including attorneys' fees	Upon settlement or conclusion of claim or action	You will defend suits at your own cost and hold us harmless against suits involving damages resulting from your operation of the Studio
Alternative Supplier Approval [6]	$1,500 per day for personnel engaged in evaluating a supplier, plus costs and expenses	At time of request	Additionally, you must reimburse us for any travel, accommodations, and meal expenses
Management Fee	The reasonable costs/expenses we incur in connection with taking over operations, including manager's salary, room and board, travel expenses, and all other related expenses	When incurred	If we take over the operations of your Studio due to your breach of the Franchise Agreement (or your death or disability), we may take all actions necessary to operate the Studio
Lost Revenue Damages	The applicable amount of Lost Revenue Damages, as further defined in the Remarks	Upon termination of Franchise Agreement	If you terminate the Franchise Agreement without cause or we terminate the Franchise Agreement for your breach, you must pay us an amount equal to the net present value of: (1) the lesser of 36 or the number of calendar months remaining on the term of the Franchise Agreement absent termination, multiplied by (2) the sum of the Royalty and

Type of Fee	Amount	Due Date	Remarks
			Fund Contribution percentages in effect as of the termination date, multiplied by (3) the average monthly Gross Sales of your Studio during the 24 full calendar months immediately preceding the termination date, minus (4) any cost savings we experienced as a result of the termination. However, if (i) as of the termination date, your Studio had not operated a full 24 calendar months, monthly average Gross Sales will equal the highest monthly Gross Sales achieved during the period in which you operated your Studio, and (ii) if the termination was based on your unapproved closure of your Studio, average monthly Gross Sales would be based on the 24 full calendar months immediately preceding the closure of your Studio.
Processing Fee (Aggregator Programs)[7]	Currently 1.54% of Gross Revenues derived from or attributable to Aggregator Program transactions. We may increase this amount up to 2.5% of Gross Revenues derived from or attributable to Aggregator Program transactions solely to the extent of any increase in pass-through, third-party costs borne by the Franchisor.	Payable on or about the 10th day of the month for the prior month. (Note 2)	Payable only if you elect to participate in an Aggregator Program (such as ClassPass) administered by us. If you participate, you must do so through our designated arrangement. We may adjust the fee solely to the extent of any increase in pass-through, third-party costs borne by the Franchisor, but it will not exceed 2.5% of Gross Revenues without your written consent. Gross Revenues from Aggregator Programs are included in the calculation of all Royalty Fees and other fees. (Note 7)

Notes to Item 6 Table:

All fees are uniformly imposed by and are payable to us, unless otherwise noted. No other fees or payments are to be paid to us, and we do not currently impose and collect any other fees or payments for any third party. Any fees paid to us are non-refundable unless otherwise noted. Fees payable to third parties may be refundable based on your individual arrangements.

[1] **Gross Sales**. Except as provided below, the term "Gross Sales" means the total revenue, in whatever form, generated by your Studio, whether or not in compliance with your Franchise Agreement and regardless of receipt, including all revenue generated from the sale and provision of any and all gift cards and other products and services at or through your Studio and all proceeds from any business interruption insurance related to the non-operation of your Studio. Please note that the following are excluded from Gross Sales: (a) any sales tax and equivalent taxes that you collect for or on behalf of any governmental taxing authority and paid to it, and (b) the value of any allowance issued or granted to any client of the Studio that you credit in good faith in full or partial satisfaction of the price of the Approved Products or Approved Services offered in connection with your Studio.

You must participate in our then-current electronic funds transfer and reporting program(s). Currently, we collect all amounts owed to us through our designated third-party service provider. All fees owed and any other amounts designated by us must be received or credited to our account by pre-authorized bank debit by 5:00 p.m. P.S.T. on or before the applicable due date. Your Studio may be located in a jurisdiction whose taxing authority will subject us to tax assessments on payments you submit to us for the Royalty fees and Fund Contributions. Under such circumstances, you will be required to adjust, or "gross up" your payment to us to account for these taxes.

[2] **Brand Development Fund**. We (and our affiliates) have established the Fund, and you will be required to make a weekly Fund Contribution beginning on the date your Studio begins collecting revenue from business operations. The Fund Contributions may be used for (among other things) product development; signage; creation, production and distribution of marketing, advertising, public relations and other materials in any medium, including the internet; social media; administration expenses; brand/image campaigns; media; national, regional and other marketing programs; activities to promote current and/or future Studios and the brand; agency and consulting services; research; and any expenses approved by us and associated with your Studio. We will have sole discretion over all matters relating to the Fund.

[3] **Marketing Expenditure Cap**. We cannot require that the percentage of Gross Sales that you are required to contribute to the Fund, contribute to a Regional or Local Advertising Co-Op, and spend on the Local Advertising Requirement exceed, in the aggregate, seven percent (7%) per month (the "Marketing Expenditure Cap").

[4] **Insurance Policies**. The minimum limits for coverage under many policies will vary depending on several factors, including the size of your Studio, and the number of classes offered at your Studio. See Item 8 of this Disclosure Document for our minimum insurance requirements.

[5] **Audit Fees**. You will be required to reimburse us for the cost of the audit in the event that (a) an audit discloses an understatement of Gross Sales for the audited period of two percent (2%) or more, or (b) the audit or review is being conducted in response to your failure to timely submit any reports required by your Franchise Agreement. You will also be required to pay the amount of such understatement, plus late fees and interest.

[6] **Alternative Supplier Approval**. You may request the approval of an item, product, service or supplier. We may require you to pre-pay any reasonable charges connected with our review and evaluation of any proposal.

[7] **Aggregator Programs**. We may establish relationships with third-party class aggregator platforms, or similar digital marketplace services (collectively, "Aggregator Programs"), including but not limited to ClassPass and similar services that facilitate the booking of classes, sessions, or appointments at franchised locations by end users who are members or subscribers of such Aggregator Programs. Your participation in any Aggregator Program is voluntary. However, if you elect to participate in any Aggregator Program, you must do so exclusively through the program or programs designated, negotiated, or administered by us on behalf of the franchise system. You may not independently contract with, register on, or otherwise participate in any Aggregator Program outside of our designated arrangement without our prior written consent. If you elect to participate, you will pay us a processing fee currently equal to 1.54% of your Gross Revenues derived from or attributable to Aggregator Program transactions. This fee compensates us for third-party processing fees and program management fees borne by Franchisor in connection with negotiating, establishing, managing, and maintaining the Aggregator Program relationship on behalf of participating franchisees, including technology integration, royalty tracking, reporting, and administrative oversight. We may increase the fee from time to time solely to the extent of any increase in pass-through, third-party costs borne by the Franchisor, but it will not exceed 2.5% of Gross Revenues without your written consent.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

A. Franchise Agreement

Type of Expenditure [1]	Low Amount	High Amount	Method of Payment	When Due	To Whom Payment Is to be Made
Initial Franchise Fee [2]	$49,000	$49,000	Lump sum by certified check or bank wire	At signing of Franchise Agreement	Us
On-Site Grand Opening Assistance [3]	$0	$2,500	As arranged	As incurred	Us
Travel & Living Expenses While Training [4]	$0	$2,500	As arranged	As incurred	Transportation Carriers, Hotel Facilities, Etc.
Real Estate/Lease [5]	$20,000	$40,000	As arranged	As incurred	Landlord; Attorneys; Accountants
Net Leasehold Improvements (Net of Estimated Tenant Improvement Allowances)[6]	$70,000	$450,000	As arranged	As incurred	Approved Suppliers (Third-Party), Architects and Contractors
Fitness Equipment & Initial FF&E Package [7]	$111,800	$146,600	As required	Before Opening	Us
Signage [8]	$6,000	$33,500	As Incurred	As Incurred	Approved Suppliers (Third-Party) and Vendors
Additional Operating Supplies and Accessories [9]	$10,000	$10,000	As Incurred	As Incurred	Third party vendors
Pre-Sales and Soft Opening Retail Inventory Kit [10]	$8,000	$12,000	Lump Sum	Before Opening	Us
Computer System, A/V Equipment, and Related Components [11]	$56,000	$56,000	As Incurred	As Incurred	Approved Suppliers (Third-Party) and Vendors
Business Licenses[12]	$500	$1,000	As Incurred	As Incurred	Government Agencies

Type of Expenditure [1]	Low Amount	High Amount	Method of Payment	When Due	To Whom Payment Is to be Made
Technology and Software Fees [13]	$3,078	$3,078	As arranged	As arranged	Us and Approved Suppliers (Third-Party)
Insurance Policies [14]	$4,478	$9,062	As arranged	Before Opening	Approved Supplier (Third-Party)
Initial Marketing & Advertising Spend [15]	$15,000	$20,000	As Incurred	As Incurred	Approved Suppliers (Third-Party) and Vendors
Initial Instructor Training Fee [16]	$5,000	$5,000	As arranged	As arranged	Us
Additional Funds - 3 months [17]	$25,000	$67,000	As arranged	As incurred	Employees, Vendors, Utilities
TOTAL ESTIMATED INITIAL INVESTMENT:	**$383,856**	**$907,240**			

Notes to Tables A:

All amounts payable to us are nonrefundable, unless otherwise noted. Amounts payable to suppliers/vendors are refunded according to arrangements you make with the vendor, if any. These figures are only estimates of the range of your initial costs during the development of your Studio, the Pre-Sales Phase, and the first three (3) months after your Studio's Soft Opening. Leasing and financing are available for many of the above expenses. We do not offer direct or indirect financing, but we may assist you in obtaining working capital through other sources.

[1] **General**. The initial investment table shows certain expenditures required to establish and operate a Studio. This Item 7 assumes and expects that (a) you will obtain financing to acquire the Fitness Equipment & Initial FF&E Package from a third party Approved Supplier, rather than paying the full purchase price in lump sum; (b) you will timely perform all pre-opening obligations and open and commence operations of your Studio within the time periods prescribed in your Franchise Agreement; and (c) you will develop and build your Studio in accordance with our specifications for Studios. The typical Studio will likely be approximately 1,500 to 2,000 square feet in size and be in a rectangular shape. All estimates listed in the table above exclude tax.

[2] **Initial Franchise Fee**. The Initial Franchise Fee is non-refundable. The Initial Franchise Fee for a single Studio is $49,000. We do not provide financing for the Initial Franchise Fee. As provided in Item 5, if this is your (or your affiliates') 2nd Studio, the Initial Franchise Fee will be reduced to $39,000, and if this is your (or your affiliates') 3rd or more Studio, the Initial Franchise Fee will be reduced to $29,000.

[3] **On-Site Grand Opening Assistance**. We may, but are not required to, send one (1) or more representatives to your Studio to provide assistance and recommendations regarding your opening and initial operations, and/or provide additional or refresher training associated with any required initial training. If we provide On-Site Grand Opening Assistance, you will pay us a $2,500 on-site opening assistance fee.

[4] **Travel and Living Expenses While Training**. You (or, if you are an entity, your Operating Principal) must attend our proprietary Initial Training Program. We will not charge any tuition or training fee in connection with your attendance at the Initial Training Program, provided all individuals attend at the same time. The estimate in Table A above assumes that you (or, if you are an entity, your Operating Principal) will attend the Initial Training Program, and you will be responsible for the costs and expenses associated with attending our Initial Training Program (e.g., transportation, meals, lodging and other expenses). The amount you will spend while training will depend on several factors, including the number of persons attending, the distance you must travel and the type of accommodations you choose, if any are needed.

[5] **Real Estate/Lease**. If you do not own adequate Studio space, you must lease suitable premises. In addition to base rent, the lease may require you to pay common area maintenance charges, your pro rata share of the real estate taxes and insurance, and your pro rata share of HVAC and trash removal, which are included in the ranges provided above. You will also likely be required to pay a security deposit. This estimate includes three (3) months of base rent plus one (1) month for estimating the security deposit. This estimate is also designed to cover the legal and other professional fees associated with securing an approved premises.

[6] **Net Leasehold Improvements**. This estimate includes the cost of leasehold improvements (net of estimated tenant improvement allowances), including floor coverings, wall treatments, ceilings, painting, electrical, carpentry, plumbing, HVAC, and similar work, as well as materials and the cost of labor. We expect that you will not sign a lease unless the landlord is willing to provide a reasonable tenant improvement allowance which, in our experience, has ranged from $47,600 to $182,000, or a median of $99,700. The net leasehold improvements estimate also includes fees for professional services of architect and sound consultant as well as permitting fees related to building construction.

[7] **Fitness Equipment & Initial FF&E Package**. The "Fitness Equipment & Initial FF&E Package" includes: (i) a studio fixture package (comprised of a millwork bundle (front desk, retail display, cubbies), millwork accessories and other related supplies; (ii) fitness equipment and other operational equipment we designate to be used in Studios (e.g. 30-35 bikes, weight bars); equipment accessories (e.g., shoes, cleats), (iii) other items related to the outfitting and design and buildout of your Studio; and (iv) the installation and shipping costs for the foregoing items, which may vary depending on the geographic location of your Studio.

[8] **Signage**. You will need to purchase appropriate signage for your Studio that we approve. Each landlord has different restrictions it places on interior and exterior signage that may affect your costs. This estimate includes costs associated with permanent signage and graphics only and does not include optional temporary signage and graphics.

[9] **Additional Operating Supplies and Accessories**. This estimate also includes the cost of purchasing our approved water system, an initial supply of office supplies and cleaning supplies, a defibrillator, decorative items, bathroom and shower accessories, toiletries, washer and dryer, and other ancillary items used in the operation of the Studio.

[10] **Pre-Sales and Soft Opening Retail Package**. The Pre-Sales and Soft Opening Retail Package must be purchased directly through us. This package will include designated branded merchandise, apparel, and accessories to support presales and soft opening retail sales. We will provide a curated retail inventory based on your Studio's retail display needs. The components will be determined in coordination with our team to ensure brand consistency and optimal product selection. The cost for the Pre-Sales Retail Package will be collected directly by the retail team at the start of the Pre-Sales Phase, while the Soft Opening retail inventory cost will be included as a line item in the equipment invoice. While you currently purchase the Pre-Sales and Soft Opening Retail Inventory Kit from us, we may designate that you purchase it directly from a third-party Approved Supplier.

[11] **Computer System, A/V Equipment, and Related Components**. You will be required to purchase an Audio Visual Package and Computer System, as disclosed more fully in Item 11 of this Disclosure Document. Your Computer System must meet our specifications. Your studio must be equipped with a high-speed internet connection through a local area network for access to certain web-based business management software programs specific for the Studio. You must purchase these components from designated vendors and must execute any related software licenses these vendors require. We will make available to you a certain business management software program specific for the Studio to be loaded onto your system. These costs are paid to suppliers, when incurred, before beginning business and are usually not refundable.

[12] **Business License(s)**. This estimate includes the cost of acquiring business licenses and permits.

[13] **Technology and Software Fees**. This estimate is designed to cover our current Technology Fee and other software fee obligations from when you begin the Pre-Sales Phase of opening your Studio, which we estimate you will begin nine (9) months prior to opening your Studio, and over the first three (3) months of operation, for a total of twelve (12) months of payments. As of the date of this Disclosure Document (i) the Technology Fee is $330 per month (during the Pre-Sales Phase, we will charge you a reduced Technology Fee of $75 per month), and (ii) the software fee is $436 per month (during the Pre-Sales Phase, we will charge you a reduced MMS Software Fee of $180 per month).

[14] **Insurance**. This estimate is for an annual premium of your minimum required insurance, using our required or approved third-party vendor. You will need to check with your insurance carrier for actual premium quotes and costs, and for the actual amount of deposit. Insurance costs depend on the area in which your Studio is located, your experience with the insurance carrier, the loss experience of the carrier, the amount of deductibles and of coverage, and other factors beyond our control. You should obtain appropriate advice from your own insurance professional before signing any binding documents or making any investments or other commitments, whether to us or anyone else.

[15] **Initial Marketing & Advertising Spend**. While you must spend at least $15,000 on your initial marketing program (the "Initial Marketing Requirement") in coordination with your Opening Support Program, we estimate that you will spend approximately $15,000 to $20,000 on advertising and marketing expenses during the Pre-Sales Phase and the first three (3) months after your Studio's Soft Opening. We may require that you spend any portion of these funds on services or products supplied by one or more of our Approved Suppliers. We will have the right to modify our Opening Support Program as we determine appropriate in our sole discretion. You must provide us with supporting documentation evidencing these expenditures upon our request.

[16] **Initial Instructor Training Fees**. Our Instructor Bootcamp is an instructor onboarding training. It is for all initial instructors you and other System franchisees engage to work at a Studio location.

[17] **Additional Funds**. This is an estimate of certain funds needed to cover your business (not personal) expenses during the first three (3) months of operation after your Studio's Soft Opening and certain other typical expenses in connection with the development of the Studio during the Pre-Sales Phase, such as expenses incurred in connection with the selling of pre-sale memberships. These expenses include, for example, payments to us, vendor processing fees, business incorporation and legal costs, broker and consultant fees, bank service fees, initial personnel wages, ongoing purchases of equipment and supplies, utilities, recruitment fees, and repairs and maintenance. This estimate is net of any estimated revenue generated in connection with your Studio during the relevant time period.

The estimates in this Item 7 are based on: (i) our franchisees' experience in developing Studios; (ii) our personnel's experience and our predecessors' experience in selling franchises for the Studios; and (iii) current estimates we have received from our Approved Suppliers and other third party vendors. The availability and terms of financing to you will depend upon factors such as the availability of financing in general, your creditworthiness, the collateral security that you may have, and policies of lending institutions concerning the type of business you operate. This estimate does not include any finance charge, interest, or debt service obligation.

B. **Multi-Unit Agreement (Using Example of Franchise Award to Develop 3 Studios)**

Type of Expenditure[1]	Amount	Method of Payment	When Due	To Whom Payment Is to be Made
Development Fee [2]	$20,000	Lump sum by certified check or bank wire	At signing of the Multi-Unit Agreement	Us
Initial Investment to Open Initial Studio [3]	$387,609 to $910,993	See Table A of this Item 7		
TOTAL ESTIMATED INITIAL INVESTMENT:	**$407,609 to $930,993**	This is the total estimated initial investment to enter into a Multi-Unit Agreement for the right to develop three (3) total franchised Studios, as well as the costs to open and commence operating your initial Studio for the first three months, as described more fully in Table A of this Item 7. See Note 3.		

Notes to Table B:

[1] General. All amounts payable to us are nonrefundable, unless otherwise noted. Amounts payable to suppliers/vendors are refunded according to arrangements you make with the vendor, if any. These figures are estimates of the range of your initial costs in the first three months of operating the initial Studio you are granted under your Multi-Unit Agreement only.

[2] Development Fee. The Development Fee is payable to us and is non-refundable. The actual amount of the Development Fee will depend on the number of Studios you agree to develop under the Development Schedule because the Development Fee is equal to $10,000 times the number of Studios you agree to open, less one. The number of Studios required to be open under a Multi-Unit Agreement is an agreed upon number (typically, at least 3 Studios). If your Multi-Unit Agreement requires that you open 3 Studios, your Development Fee will be 2 x $10,000, or $20,000. For each additional Studio you are required to open under your Development Schedule, your Development Fee will increase by $10,000. While the Development Fee is not a deposit, we will apply it, in $10,000 increments, toward satisfaction of the Initial Franchise Fee due under each Franchise Agreement (less the first one) you sign in satisfaction of your obligations under the Multi-Unit Agreement.

[3] Initial Investment for Initial Studio. This figure represents the total estimated initial investment required to open and commence operating the first Studio you agree to develop under your Multi-Unit Agreement. You will be required to enter into our then-current form of franchise agreement for the initial Studio you develop under your Multi-Unit Agreement, most likely once you have found a premises for the Studio that we approve. The range includes all the items outlined in Table A of this Item 7. It does not include any of the costs you will incur in opening the additional Studio(s) that you are awarded the right to develop under your Multi-Unit Agreement.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate all aspects of your Studio in strict conformance with the methods, standards and specifications of our System. Our methods, standards, and specifications will be communicated to you in writing through our confidential Learning Management System and other proprietary guidelines and writings that we prepare for your use in connection with the Studio and System. We may periodically change our System Standards, as we deem appropriate or necessary in our sole discretion, and you will be solely responsible for costs associated with complying with any modifications to the System.

Approved Products and Approved Services

You may only market, offer, sell and provide the Approved Services, as well as any related merchandise and other products that we authorize for sale in conjunction with the Approved Services (the "Approved Products") at your Studio in a manner that meets our System Standards. We will provide you with a list of our then-current Approved Products and Approved Services, along with their standards and specifications, as part of the Learning Management System or otherwise in writing prior to the opening of your Studio. We may update or modify this list in writing at any time.

If you wish to offer any product or service in your Studio other than our Approved Products and Approved Services or use any item in connection with your Studio that does not meet our System Standards, you must first obtain our prior written approval as described more fully in this Item.

Member Management System

You must license the designated studio management software platform used for member management, scheduling, billing, and related point-of-sale ("POS") functionality (the "Member Management System" or "MMS") from our designated supplier and execute that supplier's then-current form of license agreement. The MMS is an integral part of the System and is used for, among other things, membership administration, class scheduling, retail transactions, reporting, and data management. You will be required to pay a recurring monthly software license fee in the amount of $436 per month to our designated MMS supplier, with such fees subject to change by the supplier pursuant to the terms of its license agreement. All fees are subject to change by the designated MMS supplier pursuant to the terms of its license agreement.

We reserve the right, in our discretion, to designate a different MMS supplier at any time and to modify the required standards, specifications, features, integrations, and functionality of the MMS. You must comply with any such changes, including transitioning to a new supplier or upgraded platform within the timeframe we establish. You are responsible for all costs associated with compliance, including transition, integration, training, and related expense.

Approved Suppliers

We have the right to require you to purchase any items or services necessary to operate your Studio from a supplier that we approve or designate (each, an "Approved Supplier"), which may include us or our affiliate(s). We will provide you with a list of our Approved Suppliers in writing as part of the Learning Management System or otherwise in writing, and we may update or modify this list as we deem appropriate. When evaluating and approving Approved Suppliers, we consider a variety of factors. While the prices at which a supplier sells its goods or services is one factor, it is not the only factor we consider. Our designation of an Approved Supplier does not mean that such Approved Supplier's prices will be lower than those of other suppliers.

Currently, we have Approved Suppliers for the following items that you must purchase in connection with the establishment and/or operation of your Studio: (i) the Pre-Sales and Soft Opening Retail Inventory Kit; (ii) the Fitness Equipment & Initial FF&E Package; (iii) the Audio Visual Package; (iv) insurance coverage; (v) shipping and installation services; (vi) training materials, including the Instructor Bootcamp Program; (vii) music licensing; and (viii) Member Management System and then-current software we require you to use in connection with the MMS and your Studio, including without limitation, any software and technology we determine to provide to you as part of our System in connection with your then-current Technology Fee.

We may develop proprietary products for use in your Studio, including private-label products that bear our Marks, and require you to purchase these items from us or our affiliate(s).

If you wish to purchase a product or service that we require you to purchase from an Approved Supplier from an alternate source, then you must obtain our prior written approval as outlined more fully in this Item. We may provide our standards and specifications for our Approved Products and Approved Services directly to our Approved Suppliers and may provide these standards and specifications to an alternative supplier you propose if: (i) we approve the supplier in writing as outlined more fully in this Item; and (ii) the alternative supplier agrees to sign our prescribed form of non-disclosure agreement with respect to any Confidential Information we disclose.

As of the date of this Disclosure Document: (i) other than the Pre-Sales and Soft Opening Retail Inventory Kit, the Fitness Equipment & Initial FF&E Package, Instructor Bootcamp Program materials, the technology services we provide in exchange for our then-current Technology Fee, and certain services that XPS provides, such as custom millwork, cabinets, tables, display cases, engraved wood signs, point of sale displays, custom acrylic panels, and other similar products, neither we nor any of our affiliates are an Approved Supplier for any items you are required to purchase in connection with your Studio as part of our standard Franchise offering; and (ii) none of our officers own an interest in any of our Approved Suppliers other than us.

We may designate ourselves or any of our affiliates as an Approved Supplier with respect to any other item you must purchase in connection with your Studio in the future.

Required Purchases and Right to Derive Revenue

The products or services we require you to purchase or lease from an Approved Supplier, or purchase or lease in accordance with our System Standards, are referred to collectively as your "Required Purchases." We estimate that your Required Purchases in total will be about 38% to 74% of your total purchases to establish the Studio and about 55% to 75% of your purchases to continue the operation of the Studio. Please be advised that these percentages do not include the lease payments that you make in connection with your Studio.

We and our affiliates may derive revenue from any of the purchases that our System franchisees are required to make in connection with the Studio. In fiscal year 2024, we did not receive any revenue from the sale of goods and services to franchisees, but our past predecessor CBF received $2,957,108 from franchisees.

Non-Approved Products/Services and Alternate Supplier Approval

We may, but are not obligated to, grant your request to: (i) offer any products or services in connection with your Studio that are not Approved Products and Approved Services; or (ii) purchase any item or service we require you to purchase from an Approved Supplier from an alternative supplier.

If you wish to undertake either of these actions, you must request and obtain our approval in writing before: (i) using or offering the non-approved product or service in connection with your Studio; or (ii) purchasing from a non-approved supplier. You must pay us our then-current non-approved product or supplier evaluation fee when submitting your request, as well as cover our costs incurred in evaluating your request. We may ask you to submit samples or information so that we can make an informed decision whether the goods, equipment, supplies or supplier meet our specifications and quality standards. In evaluating a supplier that you propose to us, we consider not only the quality of the particular product at issue, but also the supplier's production and delivery capability, overall business reputation and financial condition. We may provide any alternate supplier you propose with a copy of our then-current specifications for any product(s) you wish the supplier to supply, provided the supplier enters into a confidentiality and non-disclosure agreement in the form we specify. We may also inspect a proposed supplier's facilities and test its products and/or services, and request that you reimburse our actual costs associated with the testing/inspection.

We will notify you in writing within 30 days after we receive all necessary information and/or complete our inspection or testing to advise you if we approve or disapprove the proposed item and/or supplier. The criteria we use in approving or rejecting new suppliers is proprietary, but we may (although are not required to) make it available to you upon request. Each supplier that we approve must comply with our usual and customary requirements regarding insurance, indemnification and non-disclosure. We may re-inspect and/or revoke our approval of a supplier or item at any time and for any reason to protect the best interests and goodwill of our System and Marks. The revocation of a previously approved product or alternative supplier is effective immediately when you receive written notice from us of revocation and, following receipt of our notice, you may not place any new orders for the revoked product, or with the revoked supplier.

Right to Receive Compensation and Negotiated Prices

We may, when appropriate, negotiate purchase arrangements, including price terms, with designated and Approved Suppliers on behalf of the System. We may establish strategic alliances or preferred vendor programs with suppliers that are willing to supply some products, equipment, or services to some or all of the Studios in our System. If we do establish those types of alliances or programs, we may: (i) limit the number of Approved Suppliers with whom you may deal; (ii) designate sources that you must use for some or all products, equipment and services; and (iii) refuse to approve proposals from franchisees to add new suppliers if we believe that approval would not be in the best interests of the System.

We and/or our affiliates may receive payments or other compensation from Approved Suppliers or any other suppliers on account of these suppliers' dealings with us, you, or other Studios in the System, such as rebates, commissions or other forms of compensation (including convention sponsorships), which may comprise of fixed payments and/or percentages of overall sales transactions. During the period from July 24, 2025 to December 31, 2025, EB CycleBar Franchising, LLC received Total Revenue of $2,771,659 and Rebate Revenue of $265,750, which constituted 9.6% of its total revenue during that period. CycleBar had no direct sales. Our predecessor franchisor (numbers from XPO) received Total Revenue of $8,355,394 and Rebate Revenue of $30,269, which constituted 0.4% of its total revenue. We may use any amounts that we receive from suppliers for any purpose that we deem appropriate. We and/or our affiliates may negotiate supply contracts with our suppliers under which we are able to purchase products, equipment, supplies, services and other items at a price that will benefit us and our franchisees.

Aggregator Programs

We may, from time to time, establish relationships with third-party Aggregator Programs, including but not limited to ClassPass and similar services that facilitate the booking of classes at franchised locations. Your participation in any Aggregator Program is voluntary and at your sole discretion. However, if you elect to participate in any Aggregator Program, you must do so exclusively through the program or programs designated, negotiated, or administered by us on behalf of the franchise system. You may not independently contract with, register on, or otherwise participate in any Aggregator Program outside of our designated arrangement without our prior written consent.

Cooperatives

No purchasing or distribution cooperatives have been formed.

Franchisee Compliance

When determining whether to grant new or additional franchises, we consider many factors, including your compliance with the requirements described in this Item 8. You do not receive any further benefit as a result of your compliance with these requirements.

Insurance

As a Franchise owner, you are required to obtain and maintain, at your sole expense, the required insurance coverages as prescribed in your Franchise Agreement and/or our Learning Management System. We may amend, modify, supplement or otherwise change the coverages or policies required below upon thirty (30) days' written notice to you (or such a shorter period of time that we determine appropriate if a health/safety or infringement-related issue) via the Learning Management System or otherwise. While the specifications and standards for such coverages may vary depending on the size of your Studio and/or other factors, such as what is customary for businesses of your type in your area, as of the date of this Disclosure Document, we typically require the following coverages:

1. **Commercial General Liability** insurance covering your day-to-day business operations and premises liability exposures with limits not less than the following:

a.	Each Occurrence:	$1,000,000
b.	General Aggregate:	$5,000,000 (per Studio)
c.	Products Completed Operations Aggregate:	$5,000,000
d.	Personal and Advertising Injury:	$1,000,000
e.	Participant Legal Liability:	$1,000,000
f.	Professional Liability:	$1,000,000
g.	Damage to Premises Rented to You:	$1,000,000
h.	Employee Benefits Liability (each employee):	$1,000,000
i.	Employee Benefits Liability (aggregate):	$2,000,000
j.	Medical Expense (any one person):	$5,000
k.	Sexual Abuse and Molestation: included (not excluded)	

Such insurance will include coverage for contractual liability (for liability assumed under an "insured contract"), products-completed operations, personal and advertising injury, premises liability, third party property damage and bodily injury liability (including death).

2. **Automobile Liability** insurance covering liability arising out of your use, operation or maintenance of any auto (including owned, hired, and non-owned autos, trucks or other vehicles) in connection with your ownership and operation of the franchise, with limits not less than the minimum compulsory requirements in your state (note: it is highly recommended to maintain at least $1,000,000 each accident combined single limit for bodily injury and property damage). This requirement only applies to the extent that owned, leased or hired/rented vehicles are used in the operation of the Franchise.

3. **Workers Compensation** insurance covering all of your employees with statutory coverage and limits as required by state law. Such insurance will include coverage for Employer's Liability with limits not less than $500,000 each accident, $500,000 disease – each employee, and $500,000 disease – policy limit.

4. **Property** insurance written on a special causes of loss coverage form with limits not less than the current replacement cost of the Studio's business personal property (including furniture, fixtures and equipment) and leasehold improvements (tenant improvements). Such Property insurance will include glass coverage with limits not less than $25,000, signage coverage with limits not less than $10,000, and business interruption/extra expense coverage with limits not less than twelve months of rent.

5. **Employment Practices Liability** insurance with limits of not less than $1,000,000 per claim in the aggregate, with a retention not larger than $25,000, providing defense and coverage for claims brought by any of your employees or other personnel alleging various employment-related torts. Said policy shall also include Third-Party Employment Practices Liability coverage.

Your policies must be written by an insurance company licensed in the state in which you operate the Studio and the insurance company must have at least an "A" Rating Classification as indicated in A.M. Best's Key Rating Guide. We, Assetco, and subsidiaries/affiliates shall be included as Additional Insureds on Studio's Commercial General Liability policy.

Audio/Visual Package and Computer System

You must purchase the Computer System that we specify, including computer hardware, software, MMS, inventory control systems, and high-speed network connections, as well as the audio and visual equipment comprising the Audio/Visual Package, including speakers, cabling, mounts and other related equipment that we specify. The component parts of the Computer System and Audio/Visual Package must be purchased from Approved Suppliers. If we require you to use any proprietary software or to purchase any software from a designated vendor, you must sign any software license agreements that we or the licensor of the software require and any related software maintenance agreements. The Computer System is described in more detail in Item 11 of this Disclosure Document.

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of the Disclosure Document.

Obligation	Section in Franchise Agreement	Section in Multi-Unit Agreement	Disclosure Document Item
a. Site Selection and acquisition/lease	Sections 1.2, 2.2.C, 7.1 and 7.2, 15.1.A(10)-(11), and Exhibit 4	Section 2.D	Items 11 and 12
b. Pre-opening purchases/leases	Sections 5.4, 6.1, 7.3, and 7.4	Not Applicable	Items 5, 7 and 8
c. Site development and other pre-opening requirements	Sections 6.1 to 6.3, 6.5, and 6.8, Article 7, and Section 9.2	Article 2	Items 6, 7 and 11
d. Initial and ongoing training	Sections 5.5 and 6.2	Not Applicable	Items 6, 7 and 11
e. Opening	Sections 2.2(D) and 6.1	Section 2.C	Item 11
f. Fees	Article 5 and Sections 6.2, 9.1, 9.2 and 9.4	Article 4	Items 5 and 6
g. Compliance with standards and policies / Operating Manual	Article 4 and Sections 1.2, 2.2.E, 6.3, 6.5, 7.1, 7.3, 8.1, 8.4, 8.5, 8.7 and 9.3	Section 2.D	Item 11
h. Trademarks and proprietary information	Article 4, Sections 12.1, 15.1.A(6), and 15.1.A(8)	Article 5	Items 13 and 14
i. Restrictions on products/services offered	Sections 8.4 and 15.1.A(14)	Not Applicable	Items 8 and 16
j. Warranty and customer service requirements	Sections 8.1 and 8.3 to 8.7	Not Applicable	Not Applicable

Obligation	Section in Franchise Agreement	Section in Multi-Unit Agreement	Disclosure Document Item
k. Territorial development and sales quotas	Sections 8.7 and 15.1.B(12)	Sections 2.C and 2.D and Exhibit A	Item 12
l. Ongoing product/service purchases	Sections 6.5 and 8.4	Not Applicable	Items 8 and 11
m. Maintenance, appearance and remodeling requirements	Sections 7.1 and 8.1	Not Applicable	Items 6 and 17
n. Insurance	Sections 10.5 and 15.1.B(8)	Not Applicable	Items 6, 7 and 8
o. Advertising and Fund	Article 9, Sections 5.6 and 15.1.B(5)	Not Applicable	Items 6 and 11
p. Indemnification	Sections 4.1, 6.9, 7.1.E, 11.2, 15.4, Exhibit 3	Section 7.B	Item 6
q. Owner's participation/ management/staffing	Sections 2.2.B, 5.5.A, 5.5.B, 8.3, and 8.6	Article 1	Item 15
r. Records and reports	Section 10.1	Article 10	Item 11
s. Inspections and audits	Sections 8.2 and 10.2	Not Applicable	Items 11
t. Transfer	Section 13.1.B(3), Article 14, and Section 15.1.A(6)	Article 9	Items 6 and 17
u. Renewal	Section 3.2	Not Applicable	Item 17
v. Post-termination obligations	Article 13 and Section 15.3	Section 8.C	Item 17
w. Non-competition covenants	Article 13, Sections 15.1.A(13) and 15.3.G	Article 6	Item 17
x. Dispute resolution	Article 16	Article 12	Item 17
y. Guarantee	Section 2.2.B and Exhibit 3	Exhibit B	Item 1, Exhibit D

ITEM 10
FINANCING

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

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

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

A. Pre-Opening Assistance

Franchise Agreement

Before your Studio's Soft Opening:

1. We will provide you (or, if you are an entity, your Operating Principal), as well as your Designated Manager (if appointed) of your Studio, with our proprietary Initial Training Program, that at least you (or, if appropriate, your Operating Principal) will need to complete prior to opening your Studio. We will typically provide the Initial Training Program within the thirty (30) days prior to your Studio opening, but that timing will be subject to the availability and schedules of our training personnel. We will provide the Initial Training Program at our corporate headquarters or other training facility we designate (Franchise Agreement, Section 5.5). We will also provide the individual(s) you designate as your prospective initial Authorized Instructor(s) with our Instructor Bootcamp as described more fully below in this Item (Franchise Agreement, Section 5.5)

2. If the Authorized Location for your Studio has not been identified at the time the Franchise Agreement is signed, we will work with you to designate a geographical area within which you must secure an Authorized Location for your Studio ("Designated Market Area") (Franchise Agreement, Section 1.2).

3. Prior to you attending your required initial training, we will provide you access to the Learning Management System, which contains mandatory and suggested specifications, standards and procedures. The Learning Management System is confidential and remains our property. We may modify the Learning Management System (Franchise Agreement, Section 6.3). The Learning Management System is in digital format on a web platform and not a traditional paper or PDF format. However, we have attached the Table of Contents of the Learning Management System to this Disclosure Document as Exhibit F. The franchise owner section of the Learning Management System currently comprises of approximately 10 modules (which is approximately 95 pages on the digital platform).

4. We will provide you (through the Learning Management System or otherwise) with specifications for the layout and design of the Studio (Franchise Agreement, Section 6.1 and 6.3).

5. We will provide you (through the Learning Management System or otherwise) with a list of the components of the Fitness Equipment & Initial FF&E Package, other furnishings, other supplies, and signs to be used in the Studio, as well as a list of Approved Suppliers (Franchise Agreement, Section 6.5).

6. We will license you the use of the then-current Marks we designate for use in connection with Studios (Franchise Agreement, Sections 4.1 and 4.2).

7. We will consult and advise you on establishing the Pre-Sales Phase and Opening Support Program (Franchise Agreement, Section 6.8).

Multi-Unit Agreement

If you enter into a Multi-Unit Agreement, we will designate your Development Area and subsequently review and provide our approval with regard to the premises you propose for each Studio location within the Development Area (Multi-Unit Agreement, Section 2.A, and Exhibit A).

B. Site Selection Assistance and Time to Open

Site Selection Assistance: Franchise Agreement

You must assume all costs, liabilities, expenses and responsibility in connection with: (i) locating, obtaining and developing a premises for your Studio; and (ii) constructing, equipping, remodeling and/or building out the premises for use as a Studio, all in accordance with our System Standards. If the Authorized Location for your Studio has not been identified at the time the Franchise Agreement is signed, we will assign you a Designated Market Area (Franchise Agreement, Section 1.2).

We may provide you with: (i) our current written site selection guidelines, to the extent such guidelines are in place, and any other site selection counseling and assistance we determine is appropriate; and (ii) the contact information of any local real estate broker that we have an existing relationship with and that is familiar with our confidential site selection/evaluation criteria, if we know any such brokers in or around the Designated Market Area you are assigned (Franchise Agreement, Section 1.2). We do not generally own the premises that System franchisees use for their Studio.

Our guidelines for site selection may require that you conduct, at your expense, an evaluation of the demographics of the market area for the location. Ideally, the Authorized Location of your Studio will be a major, national tenant, anchored commercial retail center that meets our then-current requirements for population density, demographics, available parking, traffic flow and entrance/exit from the site (Franchise Agreement, Section 1.2).

If you locate a site, we will approve or disapprove of the site after we receive any and all reasonably requested information regarding your proposed site from you (Franchise Agreement, Section 1.2). While we are not required under the Franchise Agreement to notify you as to whether the site has been approved or rejected within a certain timeframe, we typically will notify you of our decision within 30 days after you have submitted all requested information to us regarding the site. We use a software program to evaluate the demographics of a market area for site selection approval. If we cannot agree on a site, we may extend the time for you to obtain a site, or we may terminate the Franchise Agreement.

We also have the right and opportunity to review any lease or purchase agreement for a proposed location before you enter into such an agreement. We may condition our approval of a given premises as an Authorized Location for your Studio on a number of conditions, including: (i) the lease for such location including the terms outlined in Section 7.2 of the Franchise Agreement and Exhibit 4 to the Franchise Agreement, including any Collateral Assignment of Lease as set forth in our then-current Learning Management System, in the lease for the location; and (ii) receiving a written representation from the landlord of the proposed premises that you will have the right to operate the Studio, including offering and selling the Approved Products and Approved Services, throughout the term of your Franchise Agreement (Franchise Agreement, Sections 2.2.C and 7.2, Exhibit 4).

You must secure our approval of an Authorized Location within 90 days of executing your Franchise Agreement for that Studio or we may terminate that Franchise Agreement (Franchise Agreement, Section 1.2).

Site Selection Assistance: Multi-Unit Agreement

You are responsible for locating and presenting to us proposed sites for Studios in the Development Area. We will use reasonable efforts to review and evaluate the proposed sites within 30 days after receiving all requested information and materials to evaluate the site. Using our then-current standards, we must approve the location of each site. If we accept a proposed site, you (or your affiliate) must timely sign a separate Franchise Agreement for the site (Multi-Unit Agreement, Section 2.D).

Time to Open: Franchise Agreement

We will authorize you to commence the Pre-Sales Phase when (i) you have signed a premises lease agreement accepted by us for the Authorized Location (and, in some cases, once a letter of intent is signed in connection with the premises), and (ii) your pre-opening sales plan has been approved by us. We will authorize the Soft Opening of your Studio when (i) all of your pre-opening obligations have been fulfilled (including meeting certain minimum membership levels), (ii) pre-opening training has been completed, (iii) all amounts due us have been paid, (iv) copies of all insurance policies (and payment of premiums) and all other required documents have been received by us, and (v) all permits have been approved (Franchise Agreement, Sections 5.4, 5.5, 6.2, and 10.4).

The typical length of time between signing a Franchise Agreement or payment of consideration for the franchise and commencement of the Pre-Sales Phase is approximately nine (9) months, and from signing a Franchise Agreement to the Soft Opening is approximately eighteen (18) months. Note, if you are granted the right to acquire multiple franchises, these estimates relate to the signing of your first Franchise Agreement and the development of your first Studio. However, you may experience delays in developing your Studio if you have difficulties securing financing (if necessary), obtaining necessary local permits and licenses for the construction and operation of the Studio, completing construction or remodeling (possibly due to weather conditions, shortages, and/or delivery schedules), purchasing and installing fixtures, equipment and signage, and/or purchasing necessary inventory or supplies.

If you do not sign a premises lease agreement accepted by us for the Authorized Location within six (6) months after you sign the Franchise Agreement, we may terminate your Franchise Agreement without refund of your Initial Franchise Fee. Additionally, if you do not conduct your Studio's Soft Opening within eighteen (18) months after you sign the Franchise Agreement, we may terminate your Franchise Agreement without refund of your Initial Franchise Fee (Franchise Agreement, Section 2.2).

Time to Open: Multi-Unit Agreement (if applicable)

If you have entered into a Multi-Unit Agreement to open and operate multiple Studios, your Multi-Unit Agreement will include a Development Schedule containing a deadline by which you must have each of your Studios open and operating (Multi-Unit Agreement, Exhibit A).

C. <u>Our Obligations During the Operation of the Studio</u>

During the operation of your Studio:

1. We will specify or approve certain equipment and suppliers to be used in your Studio (Franchise Agreement, Sections 6.5 and 7.1).

2. We will provide additional training to you and any of your employees at your request. You are responsible for any and all costs associated with such additional training (Franchise Agreement, Section 6.2).

3. We will provide such continuing advisory assistance and information to you in the development and operation of the Studio as we deem fit (Franchise Agreement, Section 6.4).

4. We (or our affiliates) will maintain and administer the Fund (Franchise Agreement, Section 9.1).

We may also decide to require fixed maximum or minimum prices for any products or services that you offer in connection with the Studio (Franchise Agreement, Section 6.6).

D. <u>Advertising and Marketing</u>

Advertising Generally

You are responsible for local marketing activities to attract members to your Studio. We require you to submit samples of all advertising and promotional materials (and any use of the Marks and/or other forms of commercial identification) for any media, including the Internet or otherwise. You must first obtain our advanced written approval before any form of co-branding, or advertising with other brands, products or services (Franchise Agreement, Section 9.2).

You must strictly follow the social media guidelines, code of conduct, and etiquette as set forth in the Learning Management System regarding social media activities. Any use of social media by you pertaining to the Studio must be in good taste and not linked to controversial, unethical, immoral, illegal or inappropriate content. You will promptly modify or remove any online communication pertaining to the Studio that does not comply with the Franchise Agreement or the Learning Management System (Franchise Agreement, Section 9.3).

Brand Development Fund

The Fund was established to promote Studios and help promote and develop our System and brand generally. As of the date of this Disclosure Document, your Fund Contribution is two percent (2%) of your Studio's Gross Sales. Fund Contributions will be payable from the earlier of (a) the date your Studio opens, or (b) the date the Studio receives a payment from a client in connection with Approved Services to be provided at any point. We may increase the Fund Contribution upon 60 days' written notice to you, subject to the Marketing Expenditure Cap. (Franchise Agreement, Sections 5.6 and 9.1).

The Fund is administered by us (or our affiliates) with the advice provided by the Marketing Fund Committee (the "MFC") pursuant to a charter agreement among us and the members of the MFC. Under the current charter, which is subject to change, System franchisees elect or appoint 2 members to the MFC to serve for a one-year term corresponding to the calendar year and we select 2 members to serve for a one-year term corresponding to the calendar year. The 4-member MFC will, by a majority vote, assist us in determining the selection and placement of regional and national advertising. Each MFC member has one vote. If the MFC is deadlocked, our Brand President will break the deadlock with the deciding vote, which shall be binding. The Fund is maintained and operated by us (or our affiliates) with the assistance of the MFC to meet the costs of conducting regional and national advertising and promotional activities which are deemed most beneficial to the System and employing advertising/public relations agencies to assist in advertising activities. The MFC serves in an advisory capacity only. With the assistance of the MFC, we will direct all public relations, advertising and promotions with sole discretion over the message, creative concepts, materials and media used in the programs and the placement and allocation thereof. We have the power to form, change or dissolve the MFC. We will pay for these activities from the Fund. The Fund Contributions may be used for traditional advertising activities, such as website development, social media, public relations, advertising campaigns (television, radio, print or other media), or other promotions which will further develop and/or raise the awareness/visibility of our brand, System and Studio locations (Franchise Agreement, Sections 6.8 and 9.1).

We are not obligated to ensure that Fund activities or dollars are spent equally, on a pro rata basis, either on your Studio, or all Studios in an area. A brief statement regarding the availability of System franchises may be included in advertising and other items produced using the Fund, but we do not otherwise expect to use the Fund primarily for any Franchise sales or solicitations as of the date of this Disclosure Document.

We (and our affiliates) will have the right to make disbursements from the Fund, as we determine appropriate to cover the costs and expenses associated with the marketing, advertising and promotion of the brand, Marks, System, Studio locations and/or the Approved Products and Approved Services, including: the cost of formulating, developing and implementing advertising and promotional campaigns; the reasonable costs of administering the Fund, including accounting expenses and the actual costs of salaries and fringe benefits paid to our employees engaged in administration of the Fund and/or creation, development and/or placement of any creative and/or implementation of any campaigns associated with the same. The Fund is not a trust or escrow account, and we have no fiduciary obligations regarding the Fund. We are not required to audit the Fund, but we may retain independent certified public accountants to prepare an annual audit of the Fund, at the expense of the Fund. We will provide a copy of the annual accounting of the Fund to franchisees upon written request. Studios owned by us or our affiliates, if and when operating, are not required to contribute to the Fund at the same rate as franchisees. As of the date of this Disclosure Document, all franchisees that contribute to the Fund may not contribute at the same rate as you. Should the Fund Contribution for the System decrease at any time, we have the right to reduce the contribution from Studios owned by us or our affiliates to the rate specified for franchised locations.

We are not required to spend all Fund Contributions in the fiscal year they are received. You agree to participate in all Fund programs. The Fund may furnish you with marketing, advertising and promotional materials; however, we may require that you pay the cost of producing, shipping and handling for such materials.

During the fiscal year ended on December 31, 2025, the Fund Contributions were spent as follows: 33% on marketing personnel, 9% on marketing department expenses, 23% on digital marketing, and 35% on general & administrative expenses (such as rent, legal and payroll).

Local Advertising Requirement; Co-Ops

As part of your material obligations under your Franchise Agreement, you must spend the greater of (a) $1,500 or (b) two percent (2%) of Gross Sales each month on marketing and advertising materials (excluding agency and vendor fees) that we approve in connection with the promotion of your Studio within your Designated Territory (your "Local Advertising Requirement"). We may periodically increase your Local Advertising Requirement, subject to the Marketing Expenditure Cap. Upon our request, you must provide us with an accounting of your monthly expenditures associated with your Local Advertising Requirement, along with invoices and other relevant documentation to support those expenditures. Please be advised that the Local Advertising Requirement is only the minimum amount you must spend each month, and we encourage you to spend additional amounts on the local promotion of your Studio. We are not required to spend any amount on advertising within your Designated Territory.

We have not yet established any local or regional Co-Op(s). We may, in the future, decide to form one or more associations and/or sub-associations of Studios to conduct various marketing-related activities on a cooperative basis. If one or more Co-Ops (local, regional and/or national) are formed covering your Authorized Location, then you must join and actively participate. You may be required to contribute such amounts as are determined by such Co-Ops, subject to the Marketing Expenditure Cap. (Franchise Agreement, Section 9.4).

Initial Marketing Requirement; Opening Support Program

In addition to the Local Advertising Requirement, you will be required to spend a minimum of $15,000 in connection with pre-opening sales activities and other initial launch promotional activities designed to increase visibility of your Studio within your Designated Territory. You may be required to spend all or some portion of these funds on products/services received from an Approved Supplier we designate or approve, and all materials used in connection with your grand opening campaign must be approved by us if not previously designated for use. We expect that you will typically be required to spend these amounts in the 30 to 60 days prior to opening and in the 30-day period following the opening of your Studio. (Franchise Agreement, Section 9.2).

Your Pre-Sales Phase and Opening Support Program must commence once your real estate lease is signed. The Opening Support Program is provided by our third-party Approved Supplier and is currently overseen by our internal marketing and sales departments. Participation in the Opening Support Program is mandatory, and we may require you to spend certain amounts on services or content that is supplied by one (1) or more of our Approved Supplier(s). The Initial Marketing Requirement will not count towards your Local Advertising Requirement and is not subject to the Marketing Expenditure.

E. Training

Initial Training Programs (for Owner/Operator or, if appropriate, Designated Manager)

Prior to your Studio's Soft Opening, you must ensure that: (i) you (or, if you are an entity, your Operating Principal) completes our Initial Training Program to our satisfaction, which will typically last 2 to 3 business days at our corporate headquarters or another training facility we designate (most likely in Virginia); and (ii) your Designated Manager (if appointed) attend and complete the Designated Manager Module to our satisfaction. While there is no specific deadline by which the training above must be completed, you (or, if you are an entity, your Operating Principal) and your Designated Manager (if appointed) must complete all of the training obligations prior to your Studio's Soft Opening. Training classes are not held on a regular schedule. We will schedule the program based on your and our availability and the projected opening date for your Studio. If you are purchasing an existing Studio, all required training must be completed prior to your takeover of the operations of the Studio.

In the event you are the owner of multiple Studios or otherwise wish to appoint a third-party individual to manage the day-to-day operations of your Studio, then that individual (a "Designated Manager") must (a) attend and complete at least the Owner/Operator Module to our satisfaction, and (b) otherwise be approved by us, before assuming any management responsibility at your Studio (Franchise Agreement, Sections 5.5 and 6.2).

We do not charge a tuition or training fee for you or your designated trainees (you or your Operating Principal and Designated Manager (if appropriate)) to attend the appropriate training program(s) below, provided these individuals attend or otherwise complete such training prior to your Studio's Soft Opening. You will be responsible for the costs and expenses associated with the individuals attending our Initial Training Program (Franchise Agreement, Section 5.5). The training program uses the Learning Management System and other written materials as training materials.

Our primary initial training programs as of the date of this Disclosure Document are described below:

TRAINING PROGRAMS

I. Owner/Operator Module (to be completed by Franchisee or Operating Principal)

Owner/Operator Module			
Subject	**Hours of Classroom Training**	**Hours of On-the-Job Training**	**Location**
Intro & The Tap	0.5	0.0	At our corporate headquarters in Charlottesville, Virginia
Sales: CycleBar Business Model	1.5	0.0	At our corporate headquarters in Charlottesville, Virginia
Development: Development Critical Path & Real Estate	2.0	0.0	At our corporate headquarters in Charlottesville, Virginia
Operations: Operating Systems Overview	0.5	2.0	At our corporate headquarters in Charlottesville, Virginia
Operations: Brand Values & the CycleBar Experience	1.5	0.0	At our corporate headquarters in Charlottesville, Virginia
Marketing: Brand Strategy and National Campaign Overview	2.0	0.0	At our corporate headquarters in Charlottesville, Virginia

Owner/Operator Module			
Subject	**Hours of Classroom Training**	**Hours of On-the-Job Training**	**Location**
Marketing: Pre-Sale Marketing Planning, Lead Generation & Best Practices	2.0	0.0	At our corporate headquarters in Charlottesville, Virginia
Sales: Pre-Sale Founders Program & General Manager Accountability	1.5	0.0	At our corporate headquarters in Charlottesville, Virginia
Sales: Lead Management and KPI Reporting	2.0	0.0	At our corporate headquarters in Charlottesville, Virginia
Operations: Recommended Payroll Vendor Presentation	2.0	0.0	At our corporate headquarters in Charlottesville, Virginia
Operations: Instructor Recruitment, Bootcamp & Schedule	2.0	0.0	At our corporate headquarters in Charlottesville, Virginia
Operations: ClubReady Foundations, ClubReady Representative Presentation	1.5	0.0	At our corporate headquarters in Charlottesville, Virginia
Sales: Soft Opening & Grand Opening	1.5	0.0	At our corporate headquarters in Charlottesville, Virginia
Operations: Retail Overview, Process & Merchandising	1.5	0.0	At our corporate headquarters in Charlottesville, Virginia
Q&A	0.5	0.0	
TOTAL HOURS FOR OWNER/OPERATOR MODULE	**22.5**	**2.0**	

II. Designated Manager Training Module (if applicable)

Designated Manager Training Module			
Subject	**Hours of Classroom Training**	**Hours of On-the-Job Training**	**Location**
Intro and Welcome	0.5	0.0	At our corporate headquarters in Charlottesville, Virginia
Operations and Sales: The Tap, CycleBar Business Model, LASER	2.0	0.0	At our corporate headquarters in Charlottesville, Virginia
Marketing: Brand Strategy and Annual Campaign Overview	1.0	0.0	At our corporate headquarters in Charlottesville, Virginia

Designated Manager Training Module			
Subject	**Hours of Classroom Training**	**Hours of On-the-Job Training**	**Location**
Marketing: Lead Generation, Social Media & Marketing Platform Resources	2.0	0.0	At our corporate headquarters in Charlottesville, Virginia
Operations: Lead Management, ClubReady & CycleStats, ClubReady Representative Presentation	2.0	0.0	At our corporate headquarters in Charlottesville, Virginia
Sales: In-studio Rider Experience & Post-Class Follow-Up	1.5	0.0	At our corporate headquarters in Charlottesville, Virginia
Sales: Role Plays	1.5	0.0	At our corporate headquarters in Charlottesville, Virginia
Marketing: Grassroots Marketing, Referral Generation	1.5	0.0	At our corporate headquarters in Charlottesville, Virginia
Operations: Goal Setting, KPI Management, Monthly Sales Tracker	1.5	0.0	At our corporate headquarters in Charlottesville, Virginia
Operations: CBX Hiring & Recruiting	1.0	0.0	At our corporate headquarters in Charlottesville, Virginia
Sales: Studio Ride and In-Studio Sales Process Observation	1.5	1.5	At our corporate headquarters in Charlottesville, Virginia
Operations: Post Enrollment Process	1.0	0.0	At our corporate headquarters in Charlottesville, Virginia
Operations: Retail Process, Merchandising & Inventory	1.5	0.0	At our corporate headquarters in Charlottesville, Virginia
Operations: Recruiting & Performance Management	1.0	0.0	At our corporate headquarters in Charlottesville, Virginia
Recap & Q&A	0.5	0.0	At our corporate headquarters in Charlottesville, Virginia
TOTAL HOURS FOR DESIGNATED MANAGER MODULE	**20.0**	**1.5**	

The Initial Training Program will be overseen by Michelle Parolini, the Director of Training and Product Strategy, who has over 7 years' experience with us and/or our affiliates and over 18 years of experience in the fitness industry and Julianne Peckinpah, who has been with the CycleBar brand for 8 years, and has 10 years' experience in the industry.

We normally conduct our training monthly, as needed, but we may change this schedule based on demand and the availability of our instructors. Our primary instruction is through hands-on training, videos, the Learning

Management System and other instructional materials we prepare specifically for one (1) or more of the initial training programs above in this Item. We may substitute other instructors to provide certain parts of the different initial training modules described in this Item 11, but these individuals will have all completed the appropriate portion of the Initial Training Program on which they provide instruction.

We will determine, in our discretion, what constitutes successful completion of Initial Training. If your Required Trainees are unable to successfully complete Initial Training to our satisfaction for any reason, as determined by us in our sole discretion, your Required Trainees must repeat the Initial Training Program or you must send replacement Required Trainees to complete Initial Training Program. Your Required Trainees must successfully complete Initial Training Program at least ten days before the Opening Deadline. If your Required Trainees fail to successfully complete Initial Training Program, we may terminate the Franchise Agreement and we will not refund any initial fees paid by you.

III. Instructor Bootcamp

Instructor Bootcamp – Pre-Opening for Initial Authorized Instructors

In addition to completing the training program(s) as appropriate, you must ensure that the initial instructors you engage to provide the Approved Services at your Studio, prior to opening your Studio (the "Initial Instructors") participate in and complete, to our satisfaction, the Instructor Bootcamp which is designed to provide instruction of the provision of the Approved Services in accordance with System Standards and Studio equipment.

Our Instructor Bootcamp is an instructor onboarding training. It is for all Initial Instructors you and other System franchisees engage to work at a Studio location. Our primary instruction materials include videos, online training, and a training manual prepared specifically for Bridge Training. Our Instructor Bootcamp is overseen by our affiliates and over 18 years of experience in the fitness industry and Julianne Peckinpah, who has been with the CycleBar brand for 8 years, and has 10 years' experience in the industry. You will pay the Initial Instructor Training Fee for the Instructor Bootcamp for your Initial Instructors.

"CTP: Instructor Training Program and Bootcamp (Part 1: Auditions)			
CTP Instructor Auditions			
Subject	**Hours of Classroom Training**	**Hours of On-the-Job Training**	**Location**
Franchisee to conduct roughly 40 Instructor auditions via livestream or submitted video to Master Instructor for Review. Master Instructor will report back to franchisee with results.	10	0	Online/Remote
Total Hours	**10**	**0**	

CTP: Instructor Training Program and Bootcamp (Part 2: 5-Week Training)			
Subject	**Hours of Classroom Training**	**Hours of On-the-Job Training**	**Location**
Week 1: Level 1 online training must be completed after passing audition	0	6-8	Online/Remote
Week 2: Kickoff Call – Brand related information, overview of the process, Walk through of the Tap. Modules and online quizzes, including Bike Setup & Safety	0	5	Online/Remote
Week 2: Songs 1-6 Call, Overview of first 6 songs Music call recording sent out. Optional practical work available if trainees have access to bikes.	0	2	Online/Remote
Week 3: Songs 7-12 Call, Overview of songs 6-12, CycleStats, choreography	0	1	Online/Remote
Week 4, Day 1: Master Instructor demonstrates songs 1-3 and 4-6. Trainees demonstrate 1-3 and 4-6.	8	0	In-person/Studio
Week 4, Day 2: Master Instructor demonstrates songs 7-9 and 10-12. Trainees demonstrate 7-9 and 10-12. CycleStats is reviewed. Technology is discussed and demonstrated. Test Out ride prep and discussion.	8	0	In-person/Studio
Week 4, Day 3: Test Out rides are split into groups. Average 4-5 rides a day.	8	0	In-person/Studio
Week 4, Day 4: Test Out rides	8	0	In-person/Studio

CTP: Instructor Training Program and Bootcamp (Part 2: 5-Week Training)			
Subject	**Hours of Classroom Training**	**Hours of On-the-Job Training**	**Location**
Week 5: (after in-person training wraps) Final exam, Formats, and How to build a following modules must be completed. Call to wrap up training reviewing instructor expectations and continuing education	0	2	Online/Remote
TOTAL HOURS	**32**	**16-18**	

Instructor Bootcamp for Subsequent Authorized Instructors

You must have at least eight (8) Authorized Instructors in connection with the operation of your Studio, of which one (1) Authorized Instructor must be on-site to provide the Approved Services at your Studio at all times it is open and operating. Instructors hired after your Studio's Soft Opening must either complete Instructor Bootcamp, or, alternatively, provide us with certain prescribed videos that we will review and evaluate to determine whether the candidate is able to provide the Approved Services in accordance with System standards. Each of these Authorized Instructors are referred to as "Subsequent Instructors."

The standalone remote video review process is distinct from the preliminary video review that is a component of Instructor Bootcamp, and completion of the video review portion of Instructor Bootcamp does not qualify the candidate as an Authorized Instructor. We may adjust or even waive certain components or testing associated with our typical Instructor Bootcamp or video review process for a given instructor at your Studio if that instructor demonstrates significant experience and/or prior training/education with regards to indoor cycling and/or the related equipment.

For each Subsequent Instructor, you are required to pay us our then-current Instructor Bootcamp Tuition Fee for Instructor Bootcamp, or our then-current Authorized Instructor Video Review Fee for remote video approval, as applicable.

On-Site Grand Opening Assistance (Discretionary)

For your Studio's Soft Opening, we may send one (1) or more representatives to your Studio to (a) provide assistance and recommendations regarding your opening and initial operations, and/or (b) provide additional or refresher training associated with any required initial training described above in this Item, as we deem appropriate in our discretion. If we determine to provide such on-site assistance, it will typically last between 1-2 business days and we may require that you cover the costs our representatives incur in connection with such assistance.

Additional Training in Connection with Operation of the Studio; Bridge Training Program for Instructors – Ongoing

We may also provide and require that you (and your Operating Principal and Designated Manager, as appropriate) attend, up to five (5) days of additional training each year at our designated training facility. We will not charge any training fee in connection with such training that we require you to attend (Franchise Agreement, Section 5.5).

You may request that we provide certain additional or refresher training to you, either at one (1) of our designated training facilities or on-site at your Studio. We may charge you our then-current training fee based on the number of days of such training that we provide at your request (regardless of location) (Franchise Agreement, Section 5.5).

You will be responsible for the costs and expenses associated with you and your designated personnel attending any such additional training described in this Item (Franchise Agreement, Section 5.5).

F. <u>Computer System - Hardware and Software</u>

You must record all of your receipts, expenses, invoices, member lists, class and employee schedules, and other business information promptly in the Computer System and use the software that we specify or otherwise approve. You must also purchase the audio-visual package we require, including assorted speakers, displays and other audio and visual equipment, and various mounting and cabling products (the "Audio Visual Package"). Currently, we have a designated business management software that must be used in connection with your Studio operations, which is an online/web-based program designed for use in connection with class scheduling, processing member credit and debit card payments, keeping your business records and generating business reports among other things. At this time, we have approved no other compatible program, but we may do so at our sole discretion. If the Approved Supplier for the required software changes, you must migrate your operations to the new required software at our direction. The details of these standards and requirements will be described in the Learning Management System or otherwise in writing and may be modified in response to changes in marketing conditions, business operating needs, or technology (Franchise Agreement, Sections 5.4, 5.7, and 10.3).

You must allow our Approved Supplier to upgrade the proprietary database configuration of the required software for the computer in your Studio as we determine necessary. Our Approved Supplier may provide you with periodic updates to maintain the software and may charge a fee for preparing the updates and maintaining the software. There are no limitations on the frequency and cost of the updates. The Computer System is designed to enable us to have immediate, independent access to the information monitored by the Computer System, and there is no contractual limitation on our independent access or use of the information we obtain (Franchise Agreement, Sections 5.4 and 10.3).

You must purchase, lease, and maintain such computer hardware and software, dedicated high speed communications equipment and services, dedicated telephone and power lines, modem(s), speakers, and other computer-related accessories or peripheral equipment as we may specify, for the purpose of, among other functions, recording Studio sales, scheduling classes, and other functions that we require. You must provide such assistance as may be required to connect your Computer System with a Computer System used by us. We will have the right, on an occasional or regular basis, to retrieve such data and information from your Computer System as we, in our sole and exclusive discretion, consistent with consumer privacy laws, deem necessary. You must operate your Computer System in compliance with certain security standards specified and modified by us and with our System Standards (Franchise Agreement, Sections 5.4 and 10.3).

To ensure full operational efficiency and optimal communication capability between and among computer systems installed by you, us, and other franchisees, you agree, at your expense, to keep your Computer System in good maintenance and repair, and following our determination that it will be economical or otherwise beneficial to the System to promptly install such additions, changes, modifications, substitutions and/or replacement to your computer hardware, software, communications equipment and services, telephone and power lines, and other computer-related facilities, as we direct.

We may require you to update or upgrade any computer hardware or software during the term of the Franchise, and if we choose to do so, there are no limitations on the cost and frequency of this obligation.

The approximate cost of the Computer System and the Audio Visual Package is $56,000. The approximate cost of any annual maintenance upgrades or updates or maintenance support contracts varies widely from $0 to $1,000, which does not include (a) our then-current Technology Fee (currently, $330 per month), or (b) the then-current Software Fee charged by our Approved Supplier for the Studio management software (currently, $436 per month) and any associated credit card surcharge and transaction processing fees, or (c) the fees associated with any other required software we designate in the future for use in connection with your Studio. We have no obligation to provide ongoing maintenance, repairs, upgrades or updates, and any such obligations would be those of the software licensors.

ITEM 12
TERRITORY

Franchise Agreement

Authorized Location

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.

You will operate your Studio at the Authorized Location. Once you have identified your Authorized Location and we accept the proposed site, we will designate the Designated Territory around the Authorized Location within which you will have certain protected rights.

You will not be permitted to relocate your Studio without our prior written approval, which may be withheld in our discretion. You will be assessed a relocation fee of $5,000 at the time you submit the proposed location for your relocated Studio. Generally, we do not approve requests to relocate your Studio after a site selection has been made and you have opened for business unless (a) it is due to extreme or unusual events beyond your control, and (b) you are not in default of your Franchise Agreement. If we approve your relocation request, we retain the right to approve your new site location in the same manner and under the same terms that are applied to your first site selection.

Designated Territory

Your Designated Territory will generally be an area with a two (2) mile radius or an area encompassing a population of up to 50,000 people, whichever is smaller, as published by the U.S. Census Bureau or other governmental agencies and commercial sources. However, the size and shape of your Designated Territory will vary from the territory granted to other franchisees based on the location and demographics surrounding your Studio. The boundaries of your Designated Territory may be described in terms of zip codes, streets, landmarks (both natural and man-made) or county lines, or otherwise delineated on a map.

As long as you are in compliance with your Franchise Agreement, we will not operate, or grant a license to a third party to operate, during the term of your Franchise Agreement, a Studio located within the Designated Territory, subject to our reservation of rights below.

Except as expressly provided in the Franchise Agreement, you have no right to exclude, control or impose conditions on the location, operation or otherwise of present or future Studios, using any of the other brands or Marks that we now, or in the future, may offer, and we may operate or license Studios or distribution channels of any type, licensed, franchised or company-owned, regardless of their location or proximity to your Designated Territory and whether or not they provide services similar to those that you offer. You do not have any rights with respect to other and/or related businesses, products and/or services, in which we may be involved, now or in the future. Your Designated Territory will not be modified by us for any reason so long as you are not in default of your

Franchise Agreement, except in cases where (a) your requested relocation of your Studio is approved and you relocate, and/or (b) at the time of any request for a successor franchise or a proposed assignment of the Franchise, the Designated Territory exceeds a two (2) mile radius or contains a population over 50,000 people. In such cases, we may move or modify the size of your Designated Territory.

Rights Within and Outside the Designated Territory

While you and other Studios will be able to provide the Approved Services to any potential client that visits or otherwise reaches out to your Studio, you will not be permitted to actively solicit or recruit clients outside your Designated Territory, unless we provide our prior written consent.

You will not be permitted to advertise and promote your Studio via advertising that is directed at those outside your Designated Territory without our prior written consent, which we will not unreasonably withhold provided (a) the area you wish to advertise in is contiguous to your Designated Territory, and (b) that area has not been granted to any third party in connection with a Studio (or Multi-Unit Agreement) of any kind.

We may choose, in our sole discretion, to evaluate your Studio for compliance with the System Standards using various methods (including, but not limited to, inspections, field service visits, surveillance camera monitoring, member comments/surveys, and secret shopper reports). You must meet minimum standards for cleanliness, equipment condition, repair and function, and customer service. Your employees, including independent contractors, must meet minimum standards for courteousness and customer service.

Minimum Gross Sales Quota(s)

Unless waived by us due to unique market conditions, you must meet a certain minimum monthly Gross Sales quota (the "Minimum Monthly Gross Sales Quota"), as follows: (i) you must achieve and maintain trailing 12-month average monthly Gross Sales of $10,000 by the 1st anniversary of your Studio's Soft Opening; and (ii) you must achieve and maintain trailing 12-month average monthly Gross Sales of $15,000 by the 2nd anniversary of your Studio's Soft Opening and each successive anniversary.

If you fail to meet the Minimum Monthly Gross Sales Quota at any time during the term of your Franchise Agreement, we may institute a mandatory corrective training program upon written notice to you. You will be obligated, at your expense, to participate in and implement all temporary and permanent corrective measures that we require to address the performance standards not achieved. However, if you fail to participate in and implement all temporary and permanent corrective measures that we require, or if you fail to achieve the Minimum Monthly Gross Sales Quota during any trailing 36-month period, regardless of your participation in any corrective training programs mandated by us, then we may terminate your Franchise Agreement upon written notice to you.

Multi-Unit Agreement

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.

If you are awarded the right to acquire multiple Franchises for Studios under our form of Multi-Unit Agreement, then we will provide you with a Development Area upon execution of the Multi-Unit Agreement. The size of your Development Area will substantially vary from other System developers based on: (i) the number of Studios we grant you the right to open and operate; and (ii) the location and demographics of the general area where we mutually agree you will be opening these Studios. The boundaries of your Development Area may be described in terms of zip codes, streets, landmarks (both natural and man-made) or county lines, or otherwise delineated on a map attached to the Multi-Unit Agreement.

You are responsible for locating and presenting to us proposed sites for Studios in the Development Area. We will use reasonable efforts to review and evaluate the proposed sites within 30 days after we receive all requested information and materials to evaluate the site. We will approve the proposed site for any Studio if it meets our then-current standards. If we accept a proposed site, you (or your affiliate) must timely sign a separate Franchise Agreement for the site. Each Studio you timely open and commence operating under our then-current form of franchise agreement will be operated: (i) from a distinct site located within the Development Area; and (ii) within its own Designated Territory that we will define once the site for that Studio has been approved.

As long as you are in compliance with your Multi-Unit Agreement, we will not operate, or grant a license to a third-party to operate, during the term of your Multi-Unit Agreement, a Studio located within the Development Area, and we will not grant anyone else the right to develop Studios within the Development Area, subject to our reservation of rights below.

You must comply with your development obligations under the Multi-Unit Agreement, including your Development Schedule, in order to maintain your development rights within the Development Area. If you do not comply with your Development Schedule, we may terminate your Multi-Unit Agreement and any further development rights you have under that agreement. Otherwise, we will not modify the size of your Development Area except by mutual written agreement signed by both parties.

Reserved Rights

We and our parents/affiliates reserve the exclusive right to conduct the following activities under the Franchise Agreement and/or Multi-Unit Agreement (as appropriate): (i) establish and operate, and license any third party the right to establish and operate, other Studios and Studios using the Marks and System at any location outside of your Designated Territory(ies) and, if applicable, Development Area; (ii) market, offer and sell products and services that are similar to the products and services offered by the Studio under a different trademark or trademarks at any location, within or outside the Designated Territory(ies) and, if applicable, the Development Area; (iii) use the Marks and System, as well as other such marks we designate, to distribute any Approved Products and/or Approved Services in any alternative channel of distribution, within or outside the Designated Territory(ies) and Development Area (including the Internet and other e-commerce channels and streaming platforms; wholesale stores, retail stores, catalog sales, etc.) as further described below; (iv) to acquire, merge with, or otherwise affiliate with, and after that own and operate, and franchise or license others to own and operate, any business of any kind, including, without limitation, any business that offers products or services the same as or similar to the Approved Products and Approved Services (but under different marks), within or outside your Designated Territory(ies) and, if applicable, Development Area; (v) use the Marks and System, and license others to use the Marks and System, to engage in any other activities not expressly prohibited in your Franchise Agreement and, if applicable, your Multi-Unit Agreement; and (vi) open and operate, or license third parties the right to open or operate, Studios at "Non-Traditional Sites" both within and outside the Designated Territory and, if applicable, Development Area. "Non-Traditional Site" means any location that is situated within or as part of a larger venue or facility and, as a result, is likely to draw the predominance of its customers from those persons who are using or attending events in the larger venue or facility (for example, "big box" gyms and/or fitness facilities, cruise ships, military bases, shopping malls, airports, sports facilities and stadiums, industrial or office complexes, hotels, train stations and other transportation facilities, travel plazas, casinos, hospitals, theme parks, convention centers, colleges/universities, multi-unit residential properties, and other similar captive market locations).

Neither the Franchise Agreement nor the Multi-Unit Agreement grants you any right to engage in any of the activities outlined in the preceding paragraph, or to share in any of the proceeds received by us, our parent/affiliates or any third party from these activities, unless we otherwise agree in writing. Further, we have no obligation to provide you any compensation for soliciting or accepting orders (via alternate channels of distribution) within your Designated Territory.

Internet Sales / Alternative Channels of Commerce

We may sell products and services to members located anywhere, even if such products and services are similar to what we sell to you and what you offer at your Studio. We may use the internet or alternative channels of commerce to sell products and services branded with the Marks. You may only sell the products and services from your Studio's Authorized Location, and may only use the internet or alternative channels of commerce to offer or sell the products and services, as permitted by us, in order to register members for classes. We may require you to submit samples of all advertising and promotional materials (and any use of the Marks and/or other forms of commercial identification) for any media, including the Internet or otherwise. We retain the right to approve or disapprove of such advertising, in our sole discretion. Any use of social media by you pertaining to the Studio must be in good taste and not linked to controversial, unethical, immoral, illegal or inappropriate content. We may "occupy" any social media websites/pages and be the sole provider of information regarding the Studio on such websites/pages (e.g., a system-wide Facebook page). At our request, you will promptly modify or remove any online communication pertaining to the Studio that does not comply with the Franchise Agreement or the Learning Management System. You are not prohibited from obtaining members over the Internet provided your Internet presence and content comply with the requirements of the Franchise Agreement.

Additional Disclosures

Neither the Franchise Agreement nor the Multi-Unit Agreement provides you with any right or option to open and operate additional Studios (other than as specifically provided for in your Multi-Unit Agreement if you are granted multi-unit development rights). Regardless, each Studio you are granted the right to open and operate must be governed by its own specific form of Franchise Agreement.

We have not established other franchises or company-owned outlets or another distribution channel offering or selling similar products or services under a different trademark. We have not established, nor do we presently intend to establish, other franchised or company-owned businesses that are similar to the Studio and that sell our Approved Products and Approved Services under a different trade name or trademark, but we may do so in the future without your consent. Certain of our affiliates are involved with franchising and other activities as previously disclosed in Item 1 of this Disclosure Document, and such affiliates may continue conducting franchising and other activities.

As described in Item 1, our following affiliates offer franchises using trademarks other than the Marks:

- EB Rumble Franchising, LLC offers and sells franchises for fitness studios that provide boxing classes and other related exercise classes under the RUMBLE® trademark.

There is no mechanism for resolving any conflicts that may arise between franchised or company-owned studios that operate under any of the Extraordinary Brands concepts, including any Studio. Any resolution of conflicts regarding location, customers, support, or services will be entirely within your and our business judgment. While we do not anticipate conflicts between franchisees of different brands, we will analyze any future conflict and take action (if any) that we deem appropriate.

ITEM 13
TRADEMARKS

We grant you the right to use the Marks we designate for use in connection with your Studio as part of the license rights you are granted under each Franchise Agreement you enter into with us, provided you only use the Marks in connection with your Studio operations and in strict accordance with the terms of your Franchise Agreement and any Learning Management System or other written directives from us. The following Marks are registered and in the process of being assigned to us on the Principal Register of the United States Patent and Trademark Office ("USPTO"):

Mark	Registration Number	Registration Date
CYCLEBAR	4,738,832	May 19, 2015
CYCLEBAR	4,739,161	May 19, 2015
	4,743,218	May 26, 2015
	4,743,707	May 26, 2015
CYCLEBEATS	5,070,905	November 1, 2016
#CYCLEBAR	5,111,052	December 27, 2016

The following Marks are registered with the Supplemental Register of the USPTO and in the process of being assigned to us:

Mark	Registration No.	Registration Date
CYCLESTATS	4,709,859	March 24, 2015
CYCLETHEATRE	4,709,860	March 24, 2015

We expect and intend to submit all affidavits and other filings necessary to maintain the registrations above. There are no presently effective determinations of the United States Patent and Trademark Office, the trademark administrator of any State, or any court, nor any pending material litigation involving any of the Marks which are relevant to their use in any State. There are no pending interference actions or opposition or cancellation proceedings that significantly limit our rights to use or license the use of the Marks in any manner material to the System. We have filed all required affidavits for the Marks and will continue to do so.

You must follow our rules when you use the Marks. You cannot use our name or any of the Marks as part of a corporate name or with modifying words, designs or symbols except for those which we license to you. You may not use the Marks in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by us. You must not use any other trade names or trademarks in the operation of the Studio without first obtaining our written consent. You must not establish a website on the Internet using any domain name containing the Marks or any variation thereof without our written consent. We retain the sole right to advertise on the Internet and create a website using the Marks as domain names.

If it becomes advisable, in our sole discretion, for us to modify or discontinue use of any of the Marks, or use one or more additional or substitute Mark, you must comply with our directions to modify or otherwise discontinue the use of such Mark within a reasonable time after notice by us. We will not be obligated to compensate you for any costs you incur in connection with any such modification or discontinuance.

You cannot seek to register, re-register, assert claim to ownership of, license or allow others to use or otherwise appropriate to itself any of the Marks or any mark or name confusingly similar to them, except insofar as such action inures to our benefit and has our prior written approval. Upon the termination or cancellation of the Franchise Agreement, you must discontinue use of the Marks, remove copies, replicas, reproductions or simulations thereof from the premises and take all necessary steps to assign, transfer, or surrender to us all Marks which you may have used in connection with the Franchise Agreement.

You must immediately notify us of any apparent infringement of or challenge to your use of the Marks. Although not obligated to do so, we will take any action deemed appropriate and will control any litigation or proceeding. You must cooperate with any litigation relating to the Marks which we or our affiliates, or the licensor, might undertake.

We are not aware of any prior superior rights or infringing uses that would materially affect your use of the Marks. There are no agreements currently in effect, which significantly limit our rights to use or license the use of the Marks.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

You do not receive the right to use any item covered by a patent or copyright, but you can use the proprietary information in the Learning Management System. Item 11 describes the Learning Management System and the limitations on the use of the Learning Management System by you and your employees.

We have no registered copyrights or any pending patent applications that are material to the franchise. However, we claim copyrights on certain forms, advertisements, promotional materials, software source code and other Confidential Information as defined below.

There currently are no effective determinations of the United States Copyright Office (or any court regarding any of the copyrighted materials. There are no agreements in effect which significantly limit our right to use or license the copyrighted materials. Finally, there are no infringing uses actually known to us that could materially affect your use of the copyrighted materials in any state. No agreement requires us to protect or defend any copyrights or you in connection with any copyrights.

All information relating to the System and to the development and operation of Studios (including your Studio), including, without limitation, the Learning Management System, our training programs, members and supplier lists, customer data, or other information or know-how distinctive to the development or operation of a Studio (all of the preceding information is the "Confidential Information") is considered to be proprietary and trade secrets of Franchisor. Confidential Information does not include information, knowledge, or know-how, which is lawfully known to the public without violation of applicable law, or an obligation to us or our affiliates or personal or other information of your employees and other personnel. We disclose to you Confidential Information needed for the operation of a Studio, and you may learn additional information during the term of your Franchise. We have all rights to the Confidential Information and your only interest in the Confidential Information is the right to use it under your Franchise Agreement.

Both during and after the term of your Franchise Agreement, you must use the Confidential Information only for the operation of your Studio under a Franchise Agreement; maintain the confidentiality of the Confidential Information; not make or distribute, or permit to be made or distributed, any unauthorized copies of any portion of the Confidential Information; and follow all prescribed procedures and regulations for prevention of unauthorized use or disclosure of the Confidential Information.

Your confidentiality obligations under the Franchise Agreement will not restrict or prohibit you from initiating communications directly with, responding to any inquiries from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the U.S. Securities and Exchange Commission, or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. You do not need our prior authorization to engage in such protected conduct, and you do not need to notify us that you have engaged in such conduct.

We have the right to use and authorize others to use all ideas, techniques, methods and processes relating to the Studio that you or your employees conceive or develop.

You also agree to fully and promptly disclose all ideas, techniques and other similar information relating to Studios or the Franchise that are conceived or developed by you and/or your employees. We will have a perpetual right to use, and to authorize others to use, those ideas, etc. without compensation or other obligation.

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

Under the Franchise Agreement, we recommend, but do not require, that you (or, if you are an entity, the Operating Principal) personally supervise the Studio. You may appoint a Designated Manager we approve to manage daily operations of your Studio. We will not unreasonably withhold our approval of any Designated Manager you propose, provided the individual has successfully completed the Designated Manager Module of our Initial Training Program and, if that individual will be providing any Approved Services, the Instructor Bootcamp. Once approved, your Designated Manager may assist in the direct, day-to-day supervision of the operations of the Studio, or to be the on-premises supervisor if you choose not to personally supervise the Studio. If you are a business entity, your Designated Manager need not hold an ownership interest in the business to be the on-premises supervisor.

You will keep us advised, in writing, of any Designated Manager involved in the operation of the Studio and their contact information. Your Studio must, at all times, be managed by and staffed with at least one (1) individual who has successfully completed the Owner/Operator Module or, if applicable, the Designated Manager Module, of our Initial Training Program.

You and your managers and employees must maintain the confidentiality of the Confidential Information. If you are a legal entity, having more than one owner, all owners, shareholders, partners, joint venturers, and any other person who directly or indirectly owns a 10% or greater interest in the Studio (and each such person's spouse) must execute a Guarantee.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale and sell, only and all those Approved Products and Approved Services, and deal only with those Approved Suppliers, that we authorize or require. Principally, this means you must purchase the amount and type of equipment, including exercise bikes, free weights, and other indoor cycling and exercise equipment, and offer only those types of indoor cycling and exercise classes that we authorize. Failure to comply with our purchasing restrictions may result in the termination of your Franchise Agreement. We may supplement, revise and/or modify our Approved Products and/or Approved Services as we deem appropriate, as well as our System Standards associated with the provision of these products/services. These changes will be outlined in our Learning Management System or otherwise in writing, and there are no contractual limitations on our right to make these types of changes.

You must ensure that only Authorized Instructors who have completed all required training provide the classes and other Approved Services at your Studio, and that no individual that has not received all required training provides any Approved Services until such training is complete.

If we discontinue any Approved Product or Approved Service offered by the Studio, then you must cease offering or selling such product/service within a reasonable time, unless such product/service represents a health or safety hazard (in which case you must immediately comply upon receipt of notice from us). You may not use the location of your Studio for any other business purpose other than the operation of your Studio.

You may not advertise, offer for sale or sell, any products and/or services that we have not authorized. We may change the types of authorized products and services at any time at our discretion. You agree to promptly undertake all changes as we periodically require, without limit, except we will not require you to thoroughly modernize or remodel the Studio any more often than once every 5 years. You will not make any material alterations to your Studio or its appearance as originally approved by us without our prior written approval.

You must refrain from any merchandising, advertising, or promotional practice that is unethical or may be injurious to our business and/or other Studios or to the goodwill associated with the Marks. Subject to the conditions set forth above, we do not impose any restrictions with regards to the customers to whom you may sell goods and services.

Subject to applicable law, and in accordance with your Opening Support Program and the System Standards, you must begin offering and selling memberships for your Studio upon commencement of the Pre-Sales Phase. You must also offer, accept the use of, and ensure that you and your Studio personnel are aware of all then-current System policies and procedures related to member reciprocity amongst (a) other Studios that are part of the System, and/or (b) the Studios operated as part of the franchise systems in connection with the other EB brands.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

A. Franchise Agreement

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

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 3.1	10 years from the date the Franchise Agreement is signed, unless sooner terminated.
b. Renewal or extension of term	Section 3.2	You have the option to extend the term for one consecutive 10-year period.
c. Requirements for renewal or extension	Section 3.2	To qualify for a successor franchise, you must execute our then-current franchise agreement, which may contain terms and conditions that differ materially from those in the Franchise Agreement; maintain possession of the Authorized Location or secure an alternative location approved by us; remodel your Studio as necessary to comply with the System Standards; have

Provision	Section in Franchise Agreement	Summary
		substantially complied with the Franchise Agreement during its term; be in compliance with all provisions of the Franchise Agreement and any other agreements between you and us; pay the successor franchise fee ($10,000); give us no less than 90 days', but no more than 180 days', notice of your desire to acquire a successor term; and sign a general release in substantially the form of Exhibit G to this Disclosure Document (subject to applicable state law).
d. Termination by franchisee	Not Applicable	Not applicable other than by applicable state law.
e. Termination by franchisor without cause	Not Applicable	The Franchise Agreement does not provide for termination without cause.
f. Termination by franchisor with cause	Section 15.1	We may terminate the Franchise Agreement upon delivery of notice to you if you are in default under the terms of the Franchise Agreement, as further outlined below.
g. "Cause" defined – curable defaults	Sections 15.1 and 15.2	Under the Franchise Agreement, you have 30 days to cure (subject to state law): failure to obtain a required consent or approval; failure to comply with provisions of the Franchise Agreement other than for which a different cure period is specified or for which we may immediately terminate; failure to maintain required books and records; failure to supervise or manage your Studio appropriately; failure to pay us, our affiliates, or any third party any amount due or failure to obtain adequate financing; unauthorized closure of designated bank accounts or failure to designate an alternate bank account; failure to maintain insurance; unauthorized provision of products and/or services; marketing or advertising failures; failure to meet the System Standards or the Minimum Monthly Gross Sales Quota; failure to engage Pre-Sales Phase activities; and use of unauthorized suppliers. A default under other franchise agreements or any other agreements (including a Multi-Unit Agreement) in effect between us (or any of our affiliates) and you (or any of your affiliates), will constitute a default under the Franchise Agreement.
h. "Cause" defined – non-curable defaults	Sections 15.1 and 15.2	The following events constitute non-curable defaults: material misrepresentations or omissions; your insolvency or bankruptcy; conviction or plea of no contest to a felony or other crime or offense that can adversely affect the reputation of you, us or the Studio; unauthorized transfers; falsification of reports; unauthorized disclosure of our Confidential Information

Provision	Section in Franchise Agreement	Summary
		or misuse of Marks; abandonment of the business for 2 consecutive days unless otherwise approved; failure on 3 occasions within any 12 consecutive month period to pay amounts due or otherwise to comply with the Franchise Agreement; default of same provision 2 times within 6 months, regardless of cure; failure on 2 or more occasions in any 24 consecutive month period to offer only approved goods and services; violate any health, safety or sanitation law or conduct your operation in a manner creating a safety hazard; failure to sign an approved premises lease within 6 months of signing the Franchise Agreement, or failure to conduct a Soft Opening within 18 months of signing the Franchise Agreement, unless otherwise agreed in writing; default under the lease or loss of right to possess the location for the Studio; failure to comply with non-compete covenants; and a failure to cure a default under other franchise agreements or any other agreements (including a Multi-Unit Agreement) in effect between us or any of our affiliates and you or any of your affiliates will constitute a default under the Franchise Agreement.
i. Franchisee's obligation on termination/non-renewal	Article 13 and Section 15.3	Your obligations include: stop operations of the Studio; stop using the Marks and items bearing the Marks; stop using the name "CycleBar" in any form as part of your corporate name; assign any assumed names to Company; de-identify the premises from any confusingly similar decoration, design or other imitation of a Studio; stop advertising as a CycleBar Franchise; pay all outstanding sums to us and our affiliates and third-parties; pay damages and costs we incur in enforcing the termination provisions of the Franchise Agreement; return all materials related to the Learning Management System and other Confidential Information to us; return all signs to us; assign your telephone and facsimile numbers, electronic mail and internet addresses to us; sell to us, at our option, all assets of the Studio, including inventory, equipment, supplies and items bearing the Marks, and assign us your lease; and comply with non-competition and non-interference covenants.
j. Assignment of contract by franchisor	Section 14.6	No restriction on our right to assign.

Provision	Section in Franchise Agreement	Summary
k. “Transfer” by franchisee definition	Section 14.1	Voluntary, involuntary, direct or indirect assignment sale, gift, encumbrance, pledge, delegation or other disposition of Franchise Agreement, ownership interests, control of your Studio, lease for your Studio, or your Studio’s assets.
l. Franchisor approval of transfer by franchisee	Section 9.B	Our prior written consent is required.
m. Conditions for franchisor approval of transfer	Section 14.2	You must be in compliance with all agreements, the System Standards, all contracts with any party; at our option, transferee must either (a) execute our then-current form of franchise agreement, which may contain materially different terms than your original contract / Franchise Agreement, to govern the franchise moving forward, or (b) assume all obligations under these agreements; transferee meet our then-current requirements and complete or agree to complete our training program for new franchisees (including payment of applicable training fee(s)); you or the transferee must pay our transfer fee of $10,000, except in the case of a transfer from an individual to a wholly owned entity ($750) or a transfer to an immediate family member ($1,500); you must sign our then-current form of general release; transferee must, at our election, sign our then-current form of franchise agreement; and transferee must complete initial training and pay any applicable fee(s).
n. Franchisor’s right of first refusal to acquire franchisee’s business	Section 14.5	We have a right of refusal for any bona fide offer to acquire an interest in you, your Franchise Agreement, and/or your Studio.
o. Franchisor’s option to purchase franchisee’s business	Sections 14.5 and 15.3	Subject to applicable state laws, on termination, we may purchase any or all of the assets of your Franchise at the lesser of (i) your costs for such assets less the cost of depreciation, or (ii) fair market value.
p. Death or disability of franchisee	Section 14.3	All interests must be transferred within six (6) months or such longer period we designate. We have the option to immediately appoint a manager and commence operating your Studio on behalf of you, in which case you will pay our reasonable costs and expenses.
q. Non-competition covenants during the term of the franchise	Article 13	Subject to applicable state law, neither you nor your principals, owners, guarantors, or any immediate family members of the foregoing (collectively, the “Restricted Parties”) must directly or indirectly be involved in: (i) any Competing Business; or (ii) any business that offers

Provision	Section in Franchise Agreement	Summary
		or grants franchises/licenses, or establishes joint ventures, for the operation of a Competing Business. You must not divert, or attempt to divert, any customer or prospective customer to a Competing Business in any manner. You will not solicit members of any other studio to your studio. These restrictions are subject to state law. "Competing Business" means any fitness or exercise business, any fitness or exercise marketing or consulting business, any business offering products of a similar nature to those of the Studio, or in any business or entity which franchises, licenses or otherwise grants to others the right to operate such aforementioned businesses
r. Non-competition covenants after the franchise is terminated or expires	Article 13 and Section 15.3	*Prohibition on Franchising Activities* – Subject to applicable state law, same requirements as are in place during the term of the Franchise Agreement, but instead of being global prohibitions, the restrictions remain in place for 2 years following the expiration/termination of your Franchise Agreement. *Prohibition on Competing Business* - Subject to applicable state law, same requirements as are in place during the term of the Franchise Agreement, but instead of being global prohibitions, the restrictions remain in place for 2 years following the expiration/termination of your Franchise Agreement and apply: (i) at the Authorized Location; and (ii) within a 10-mile radius of (a) the Authorized Location, or (b) any other Studio. These restrictions are subject to state law. Additionally, for a period of 2 years after termination of the Franchise Agreement, you must not (i) solicit business from customers of your former Studio, or (ii) contact any of our suppliers or vendors for any competitive business purpose.
s. Modification of the Franchise Agreement	Article 19	The Franchise Agreement can be modified only by written agreement between us and you. We may modify the Learning Management System and the System Standards.

Provision	Section in Franchise Agreement	Summary
t. Integration/merger clause	Article 19	Only the terms of Franchise Agreement, including its attachments and the System Standards, are binding. Any representations or promises outside of this Disclosure Document and the Franchise Agreement may not be enforceable (subject to state law). Notwithstanding the foregoing, nothing in the Franchise Agreement or any related agreement is intended to disclaim the representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	Article 16	We and you must first use good faith efforts to discuss and resolve all disputes and controversies arising under the Franchise Agreement before initiating arbitration or litigation. Upon failure of informal dispute resolution and except for our right to seek injunctive relief in any court of competent jurisdiction, the dispute must be submitted for mediation to JAMS, which will take place at our, or as applicable, our successor's or assign's, then-current principal place of business (currently, Charlottesville, Virginia), or via a videoconferencing platform, if we and you agree. If the matter is mediated, the parties will split the mediator's fees and bear all of their other respective costs of the mediation. Except for our right to seek injunctive relief in any court of competent jurisdiction, we and you must arbitrate all disputes at a location within 50 miles of our or, as applicable, our successor's or assign's then-current principal place of business (currently, in Charlottesville, Virginia) (subject to state law), or via a videoconferencing platform, if we and you agree, in accordance with JAMS' then-current Comprehensive Arbitration Rules & Procedures.
v. Choice of forum	Section 16.6	Subject to applicable state law, the arbitration requirement, litigation must be brought in the court nearest to our or, as applicable, our successor's or assign's then current principal place of business (currently, Charlottesville, Virginia) (subject to state law). However, we may seek injunctive relief in any court of competent jurisdiction.
w. Choice of law	Section 16.1	Subject to applicable state law, except for the U.S. Trademark Act, the Federal Arbitration Act other federal laws, and disputes involving non-competition covenants (which are governed by the law of the state in which your Studio is located), Virginia law applies (subject to state law).

B. **Multi-Unit Agreement**

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

Provision	Section in Multi-Unit Agreement	Summary
a. Length of the term of the Multi-Unit Agreement	Section 2.A, Exhibit A	The Development Schedule will dictate the amount of time you have to open a specific number of franchises, which will differ for each Developer.
b. Renewal or extension of the term	Section 2.C	If you fail to comply with your Development Schedule, you will be afforded a one-time reasonable extension of time not to exceed 90 days to comply with the Development Schedule.
c. Requirements for developer to renew or extend	Section 2.C	You must have already signed a lease for the applicable premises and you request such extension at least 30 days prior to development deadline
d. Termination by developer	Not Applicable	Not applicable other than by applicable state law.
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	Article 8	We may terminate your Multi-Unit Agreement with cause as described below.
g. "**Cause**" defined – curable defaults	Sections 8.A and 8.B	We may terminate your Multi-Unit Agreement after providing notice and a 30-day cure period if you fail to comply with any provision of the Multi-Unit Agreement (except as provided in (h) below), or a 10-day cure period if you fail to make any required payment to us or our affiliates. A default under franchise agreements or any other agreements in effect between us or any of our affiliates and you or any of your affiliates will constitute a default under the Multi-Unit Agreement.
h. "**Cause**" defined – non-curable defaults	Section 8.A	We may terminate your Multi-Unit Agreement automatically upon written notice if: materially misrepresent or omit any information in connection with your application for your development rights; you become insolvent or make a general assignment for the benefit of creditors; file a bankruptcy petition or are adjudicated bankrupt; a bill in equity or appointment of receivership is filed in connection with you; a receiver or custodian of your assets of property is appointed; a proceeding for a composition of creditors is initiated against you; a final judgment is entered against you and not satisfied within 30 days; if you are dissolved, execution is levied against you; a suit to foreclose any lien or mortgage against any of your Studios is levied; the

Provision	Section in Multi-Unit Agreement	Summary
		real or personal property of the Studio is sold after being levied upon; you fail to satisfy your Development Schedule; you or any of your principal officers, directors, partners, managing members or owners is convicted of a crime; you falsify any reports or information provided to us; you fail to comply with the non-competition covenants; you fail to comply with the same provision within a 6-month period or you fail to comply with the Multi-Unit Agreement on 3 separate occasions in any 12-consecutive month period.
i. Developer's obligations on termination/ non-renewal	Section 8.C	Upon termination, all rights provided to you under the Multi-Unit Agreement shall immediately cease and you must comply with all post-termination non-competitive restrictions.
j. Assignment of contract by franchisor	Section 9.A	No restriction on our right to assign.
k. "Transfer" by developer - defined	Section 9.B	Voluntary, involuntary, direct or indirect assignment sale, gift, encumbrance, pledge, delegation or other disposition of Multi-Unit Agreement, ownership interests, your development rights, or your assets.
l. Franchisor approval of transfer by developer	Not Applicable	You have no right to transfer.
m Conditions for franchisor approval of transfer	Not Applicable	Not Applicable
n. Franchisor's right of first refusal to acquire developer's business	Not Applicable	Not Applicable
o. Franchisor's option to purchase developer's business	Not Applicable	Not Applicable
p. Death or disability of developer	Not Applicable	Not Applicable
q. Non-competition covenants during the term of the franchise	Article 6	Subject to applicable state law, you will have the same noncompetition restrictions as provided under the Franchise Agreement(s) you sign pursuant to the Multi-Unit Agreement. These restrictions are subject to state law.
r. Non-competition covenants after the	Section 8.C	Subject to applicable state law, for two years after the expiration/termination, you and the Restricted Parties may not own, maintain, engage in, be employed as an

Provision	Section in Multi-Unit Agreement	Summary
franchise is terminated or expires		officer, director, or principal of, lend money to, extend credit to, lease/sublease space to, provide services to, or have any interest in or involvement with, any other Competing Business: (a) within the Development Area; (b) within 10 miles outside the boundaries of the Development Area, or (c) within a 10-mile radius of any Studio that is open, under lease or otherwise under development as of the date Multi-Unit Agreement expires or is terminated or, as to a transferring owner, the date of such transfer. These restrictions are subject to state law.
s. Modification of the Multi-Unit Agreement	Article 14	Your Multi-Unit Agreement may not be modified, except by a writing signed by both parties.
t. Integration/merger clause	Article 14	Only the terms of the Multi-Unit Agreement are binding (subject to applicable state law) and may only be modified to the extent required by an appropriate court to make the Multi-Unit Agreement enforceable. Any representations or promises outside of the Disclosure Document and other agreements may not be enforceable. Notwithstanding the foregoing, nothing in any franchise agreement is intended to disclaim the representations made in the Disclosure Document.
u. Dispute resolution by arbitration or mediation	Article 12	We and you must first use good faith efforts to discuss and resolve all disputes and controversies arising under the Multi-Unit Agreement before initiating arbitration or litigation. Upon failure of informal dispute resolution and except for our right to seek injunctive relief in any court of competent jurisdiction, the dispute must be submitted for mediation to JAMS, which will take place at our or, as applicable, our successor's or assign's, then-current principal place of business (currently, Charlottesville, Virginia), or via a videoconferencing platform, if we and you agree. If the matter is mediated, the parties will split the mediator's fees and bear all of their other respective costs of the mediation. Subject to applicable state law, except for our right to seek injunctive relief in any court of competent jurisdiction and as otherwise described above, we and you must arbitrate all disputes at a location within 50 miles of our or, as applicable, our successor's or assign's then-current principal place of business (currently, in Charlottesville, Virginia) (subject to state law), or via a videoconferencing platform, if we and you agree, in accordance with JAMS' then-current Comprehensive Arbitration Rules & Procedures.

Provision	Section in Multi-Unit Agreement	Summary
v. Choice of forum	Section 12.F	Subject to applicable state law, to the arbitration requirement, litigation must be brought in the court nearest to our or, as applicable, our successor's or assign's then current principal place of business (currently, Charlottesville, Virginia) (subject to state law). However, we may seek injunctive relief in any court of competent jurisdiction.
w Choice of law	Section 12.A	Subject to applicable state law, except for the U.S. Trademark Act, the Federal Arbitration Act other federal laws, and disputes involving non-competition covenants (which are governed by the law of the state in which your Studio is located), Virginia law applies (subject to state law).

Applicable state law may require additional disclosures related to the information in this Disclosure Document. These additional disclosures appear in Exhibit H, entitled State Specific Addenda, to this Disclosure Document.

ITEM 18
PUBLIC FIGURES

We do not currently use any public figure or personality to promote the Franchise being offered in this Disclosure Document.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

The chart below presents historic results of operations as reported by franchised CYCLEBAR Studios during the fiscal year ended December 31, 2025.

GROSS SALES OF FRANCHISED STUDIOS DURING THE FISCAL YEAR ENDED DECEMBER 31, 2025

The data presented in the chart below is historical data related to Qualified Studios that we obtained by polling the information directly from the franchisees' studio management software systems and/or from profit and loss reports provided to us by franchisees. In all cases, the data used was the franchisees' data. We do not anticipate that the characteristics of the Studios included in this Item 19 will materially differ from Studios operated by new franchisees.

We show an average in this Item 19 and we also show the range of the data points and the median data point. The range is the space between the lowest and highest points in the data set. The median is the middle data point; that is, the data point in the center of all data points. Where the number of data points is an even number, there is no middle data point, so the median is the average of the two middle data points.

Gross Sales During the Fiscal Year Ended December 31, 2025

	Number of Qualified Studios*	Average	Median	Low	High	Number/ Percentage of Qualified Studios that Met or Exceeded the Average
CycleBar Gross Sales**	108	$422,565	$410,354	$115,939	$1,087,413	46/43%

* Qualified Studios' means CycleBar franchised studios that were open and operating for the entirety of calendar year 2025. There were 113 franchised studios that were open and operating as of December 31, 2025. The list of Qualified Studios excludes (i) 2 studios that opened during the Measurement Period and thus had not been operating for a full 12 months as of the end of the Measurement Period, and (ii) 3 studios that did not operate continuously during the Measurement Period. No CycleBar Studios both opened and closed during the fiscal year ended December 31, 2025.

** "Gross Sales" means the total revenue received by the Studio from the sale of services and products, including sales made away from the Studio, less taxes, discounts, and refunds.

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

Written substantiation for these financial performance representations will be made available to the prospective franchisee upon reasonable request.

Other than the preceding financial performance representation, we do not make any financial performance representations. 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 Studio, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting EB CycleBar Franchising, LLC, 126 Garrett Street, Suite J, Charlottesville, Virginia 22902, and at (877) 827-8074.; the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

TABLE 1
Systemwide Outlet Summary
for years 2023 to 2025 [1]

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised [2]	2023	248	216	-32
	2024	216	189	-27
	2025	189	113	-76
Company-Owned	2023	11	1	-10
	2024	1	0	-1
	2025	0	0	0
Total Outlets	**2023**	**259**	**217**	**-42**
	2024	**217**	**189**	**-28**
	2025	**189**	**113**	**-76**

1. The numbers are as of December 31 of each year in each of the tables provided in Item 20.
2. As of the date of this Disclosure Document, there are approximately 111 franchised CycleBar Studios open and operating.

TABLE 2
Transfer of Outlets from Franchisees to New Owners
for years 2023 To 2025

State	Year	Number of Transfers
AZ	2023	1
	2024	0
	2025	0
CA	2023	0
	2024	0
	2025	0
CO	2023	0
	2024	0
	2025	0
FL	2023	4
	2024	2
	2025	0
GA	2023	0
	2024	0

State	Year	Number of Transfers
	2025	0
ID	2023	0
	2024	0
	2025	0
KY	2023	2
	2024	0
	2025	0
LA	2023	1
	2024	0
	2025	0
MO	2023	0
	2024	0
	2025	0
NC	2023	3
	2024	1
	2025	1
NJ	2023	1
	2024	0
	2025	0
NM	2023	1
	2024	0
	2025	0
NY	2023	6
	2024	0
	2025	0
OH	2023	1
	2024	0
	2025	0
OK	2023	0
	2024	1
	2025	0
PA	2023	2
	2024	0
	2025	0
SC	2023	0
	2024	2
	2025	0
TN	2023	0
	2024	1
	2025	0
TX	2023	3
	2024	3
	2025	0
WA	2023	1
	2024	0
	2025	0
	2023	**26**

State	Year	Number of Transfers
Total Outlets	2024	10
	2025	1

TABLE 3
Status of Franchised Outlets
for years 2023 to 2025***

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
AL*	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	1	0
AR*	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	1	0
AZ*	2023	8	0	0	0	0	0	8
	2024	8	0	0	0	0	3	5
	2025	5	0	0	0	0	2	3
CA*	2023	26	9	1	0	3	6	25
	2024	25	3	0	0	0	5	23
	2025	23	0	0	0	0	7	16
CO*	2023	12	3	0	0	1	4	10
	2024	10	0	0	0	0	3	7
	2025	7	0	0	0	0	0	7
CT*	2023	6	0	0	0	0	2	4
	2024	4	0	1	0	0	0	3
	2025	3	0	0	0	0	0	3
D.C.*	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
FL*	2023	23	4	0	0	0	2	25
	2024	25	0	0	0	0	3	22
	2025	22	0	0	0	0	10	12
	2023	4	1	0	0	0	0	5

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
GA*	2024	5	0	1	0	0	0	4
	2025	4	0	0	0	0	1	3
IA	2023	1	0	0	0	0	1	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
ID*	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	2	0
IL*	2023	10	1	0	0	0	2	9
	2024	9	0	0	0	0	1	8
	2025	8	0	0	0	0	4	4
IN*	2023	4	2	0	0	2	2	2
	2024	2	0	0	0	0	1	1
	2025	1	0	0	0	0	1	0
KS*	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
KY*	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	4	0
LA	2023	1	0	0	0	0	0	1
	2024	1	0	1	0	0	0	0
	2025	0	0	0	0	0	0	0
MA*	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	1	3
	2025	3	1	0	0	0	1	3
ME*	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	1	0
MI*	2023	6	2	0	0	2	4	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	1	1
	2023	3	0	0	0	0	2	1

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
MN*	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
MO*	2023	8	1	0	0	0	5	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	2	2
MS*	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	1	0
	2025	0	0	0	0	0	0	0
MT	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	1	0
NC*	2023	11	4	0	0	2	4‡	9
	2024	9	2	0	0	0	1	10
	2025	10	0	0	0	0	6	4
ND	2023	1	1	0	0	0	1	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
NE*	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	1	0
NJ*	2023	10	0	0	0	0	2**	8
	2024	8	1	0	0	0	1	8
	2025	8	0	0	0	0	2	6
NM*	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	1	0
	2025	0	0	0	0	0	0	0
NV*	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	1	0
	2025	0	0	0	0	0	0	0
NY*	2023	6	1	0	0	0	0	7
	2024	7	1	0	0	0	0	8
	2025	8	0	0	0	0	0	8
	2023	12	1	0	0	0	0	13

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
OH*	2024	13	0	0	0	0	3	10
	2025	10	0	0	0	0	4	6
OK*	2023	5	0	0	0	0	2	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	3	0
OR*	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	1	2
	2025	2	1	0	0	0	2	1
PA*	2023	9	2	0	0	1	1	9
	2024	9	0	0	0	0	0	9
	2025	9	0	0	0	0	3	6
RI*	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	1	1
SC*	2023	6	1	0	0	1	2	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	2	2
TN*	2023	11	2	0	0	2	2	9
	2024	9	0	0	0	0	3	6
	2025	6	0	0	0	0	3	3
TX*	2023	28	8	0	0	3**	12	21
	2024	21	2	3	0	0	1	19
	2025	19	0	0	0	0	10	9
UT	2023	2	0	0	0	0	2	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
VA*	2023	6	0	0	0	0	1	5
	2024	5	1	0	0	0	0	6
	2025	6	0	0	0	0	1	5
WA*	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	1	3
	2025	3	0	0	0	0	0	3
	2023	2	3	0	0	0	3	2

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
WI*	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	1	1
Total	**2023**	**248**	**48**	**1**	**0**	**17**	**62**	**216**
	2024	**216**	**10**	**6**	**0**	**0**	**31**	**189**
	2025	**189**	**2**	**0**	**0**	**0**	**78**	**113**

* Includes franchisees that have signed area development agreements (which we now refer to as Multi-Unit Agreements).
** Two studios ceased operations as of December 31, 2023 but reopened in 2024.
‡ 2 of these locations ceased operations as of December 31, 2023, but have since reopened.
*** As of the date of this Disclosure Document, there are approximately 111 franchised CycleBar Studios open and operating.

TABLE 4
Status of Company-Owned Outlets
for years 2023 to 2025

State	Year	Outlets at the Start of the Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
CA	2023	4	0	3	1	6	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
CO	2023	0	0	1	0	1	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
FL	2023	1	0	0	0	1	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
IL	2023	1	0	0	0	1	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
IN	2023	0	0	2	0	2	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
	2023	1	0	0	0	0	1

State	Year	Outlets at the Start of the Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
LA	2024	1	0	0	1	0	0
	2025	0	0	0	0	0	0
MI	2023	0	0	2	0	2	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
NC	2023	0	0	2	0	2	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
ND	2023	1	0	0	0	1	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
NV	2023	1	0	0	0	1	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
PA	2023	1	0	1	0	2	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
SC	2023	0	0	1	0	1	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
TN	2023	0	0	2	0	2	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
TX	2023	1	0	3	0	4	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
WI	2023	0	2	0	0	2	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Total	**2023**	**11**	**2**	**17**	**1**	**28**	**1**
	2024	**1**	**0**	**0**	**1**	**0**	**0**
	2025	**0**	**0**	**0**	**0**	**0**	**0**

TABLE 5
Projected Openings as of December 31, 2025

State	Unit Franchise Agreements Signed But Outlets Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected new Company-owned Outlets in the Next Fiscal Year
CA*	0	0	0
CO*	0	0	0
FL*	0	0	0
GA*	0	0	0
ID*	0	0	0
IL*	0	0	0
IN*	0	0	0
KY*	0	0	0
LA	0	0	0
MN*	0	0	0
MO*	0	0	0
NV*	0	0	0
NY*	0	0	0
OR*	0	0	0
PA*	0	0	0
SC	0	1	0
TN*	0	0	0
TX*	0	0	0
VA*	0	0	0
WA*	0	0	0
Total	**0**	**1**	**0**

* Includes franchisees that have signed Multi-Unit Agreements.

A list of the names, addresses and telephone numbers of our current franchisees as of the date of this Disclosure Document is attached as Exhibit I. A list of the names, addresses and telephone numbers of our franchisees who have had a franchise terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the issuance date of this Disclosure Document is attached as Exhibit J.

In the last three fiscal years, Studio franchisees entered into confidentiality agreements that restrict their ability to speak openly about their experience with our franchise system. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

If you buy the franchise offered in this Disclosure Document, your contact information may be disclosed to other buyers when you leave the franchise system.

Trademark-Specific Franchisee Organizations

There are no trademark-specific franchisee organizations associated with our franchise system that require disclosure in this Item.

ITEM 21
FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit C are the (i) unaudited interim financial statements of our direct parent Extraordinary Brands, LLC for the three months ended March 31, 2026 and (ii) the audited consolidated financial statements of our direct parent Extraordinary Brands, LLC, as of and for the years ended December 31, 2025, December 31, 2024, and December 31, 2023.

Exhibit D also contains our direct parent Extraordinary Brands, LLC's Guaranty of Performance.

Our fiscal year ends on December 31 of each year.

ITEM 22
CONTRACTS

The following agreements are attached to this Disclosure Document:

Exhibit A	Form of Franchise Agreement and Exhibits	
	Exhibit 1	Ownership Interests; Designated Market Area; Authorized Location; Designated Territory
	Exhibit 2	Authorized Location Addendum
	Exhibit 3	Guarantee, Indemnification and Acknowledgment
	Exhibit 4	Addendum to Lease
Exhibit E	Statement of Prospective Franchisee	
Exhibit G	Form of General Release	
Exhibit H	State Specific Addenda	
Exhibit K	Form of Multi-Unit Agreement	

ITEM 23
RECEIPTS

Exhibit L contains detachable documents acknowledging your receipt of this Disclosure Document.

EXHIBIT A

FORM OF FRANCHISE AGREEMENT

EB CYCLEBAR FRANCHISING, LLC

CYCLEBAR®
FRANCHISE AGREEMENT

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EXHIBIT 2 **AUTHORIZED LOCATION ADDENDUM**

EXHIBIT 3 **GUARANTEE, INDEMNIFICATION AND ACKNOWLEDGEMENT**

EXHIBIT 4 **ADDENDUM TO LEASE**

CYCLEBAR®
FRANCHISE AGREEMENT

This Franchise Agreement (this "Agreement") is made effective as of the Effective Date by and between **EB CYCLEBAR FRANCHISING, LLC**, a Virginia limited liability company with its principal business address at 126 Garrett Street, Suite J, Charlottesville, Virginia 22902 ("Franchisor"), and the person or entity identified as the "Franchisee" in the signature blocks below ("Franchisee," and together with Franchisor, the "Parties"). The Effective Date is the date Franchisor signs this Agreement as shown beneath its signature hereto.

RECITALS

Franchisor owns, administers and grants franchises for a system of fitness studios that (a) offer and sell specialized instruction and related services ("Approved Services") and merchandise and other products ("Approved Products"), (b) are currently identified by the trademark "CycleBar" and related designs and use other related trademarks and service marks designated from time to time by Franchisor (the "Marks"), (c) reflect distinctive interior design and display procedures, and color scheme and décor (the "Trade Dress"), and (d) operate using a designated "System" which includes the Marks, Trade Dress and certain of Franchisor's other intellectual property including trade secrets, copyrights, confidential and proprietary information, and designated training and exercise methods and know-how, fitness equipment, furniture and fixtures, marketing, advertising and sales promotions, cost controls, accounting and reporting procedures, and personnel management systems (each, a "CycleBar Studio" and collectively, the "CycleBar Studios").

Franchisee has requested that Franchisor grant it a franchise to own and operate a CycleBar Studio and, to support its request, has provided Franchisor with certain information about its experience, skills and resources (the "Application Materials"). Franchisee has independently investigated the business contemplated by this Agreement and recognizes that the nature of the business may change over time.

Franchisor is willing to grant Franchisee's request on the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of and reliance on the foregoing Recitals (which are incorporated herein by reference), the agreements described below, and other valuable consideration, receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF FRANCHISE

1.1 **Grant**. Franchisee agrees to, at all times, faithfully, honestly, ethically, and diligently perform its obligations under this Agreement and to use its best efforts to promote its CycleBar Studio (the "Studio") as described herein. Accordingly, Franchisor grants to Franchisee the non-exclusive right and license to establish and operate a single Studio, offering only the Approved Services and Approved Products and utilizing only the System and the Marks, at the location identified on Exhibit 1 or as determined in accordance with Section 1.2 below (the "Authorized Location"), in accordance with the provisions and for the Term (defined below) specified in this Agreement.

Franchisee agrees not to conduct the business of its Studio at any location other than the Authorized Location and to use the Authorized Location only for the operation of its Studio. Franchisee also agrees that, once its Studio opens for business, it will continuously operate the Studio in accordance with this Agreement for the duration of the Term.

1.2 **Site Approval Process.** If the Authorized Location is not identified on Exhibit 1 when Franchisee signs this Agreement, Franchisee must search for acceptable locations for the Studio within the area identified on Exhibit 1 (the "Designated Market Area") and secure Franchisor's acceptance of the proposed location within 90 days after the Effective Date (the "Site Acceptance Period"). The Designated Market Area has been identified for the sole purpose of facilitating the orderly development of the market, and not for purposes of granting Franchisee any exclusivity or protection within the Designated Market Area. Franchisee acknowledges and agrees that Franchisor does not guarantee that Franchisee will find an acceptable site within the Designated Market Area or during the Site Acceptance Period.

Despite any assistance Franchisor provides to Franchisee, Franchisee is entirely responsible, at its expense, for doing everything necessary to develop and open the Studio in accordance with this Agreement, including, subject to Franchisor's prior written acceptance, timely locating, selecting, and securing possession of the Authorized Location.

Franchisee must provide any information Franchisor requests to aid in its evaluation of Franchisee's proposed site. Franchisor will have sole discretion to accept or reject any proposed site. Franchisor's acceptance is entirely for its own benefit and may not be relied upon by Franchisee as a representation, warranty, or indication of any kind, including as to the suitability of the Authorized Location or the likelihood of success of the Studio. Franchisor is not responsible should any of the criteria on which it bases its decision change or not serve the Franchisee's purposes.

When it accepts Franchisee's proposed site, Franchisor will designate, in its sole determination based on any and all factors that Franchisor determines to be important, an area around the Authorized Location (the "Designated Territory"). If the Authorized Location and Designated Territory are not identified in Exhibit 1 when this Agreement is signed, Franchisor will, upon its acceptance of Franchisee's proposed site for the Studio, complete and deliver to Franchisee the Authorized Location Addendum attached hereto as Exhibit 2. Franchisee will have 10 days following delivery of the Authorized Location Addendum to execute and return it to Franchisor. If Franchisee rejects the addendum or does not timely sign and return it to Franchisor, Franchisor may, in its discretion, revoke its acceptance of the Authorized Location, in which case, Franchisee must propose and secure Franchisor's acceptance of an alternative site, using the same process, within the remainder of the Site Acceptance Period.

Once it acknowledges its acceptance of the Authorized Location and Designated Territory, Franchisee must thereafter obtain lawful possession of the Authorized Location by lease, purchase or other method and open its Studio in accordance with the conditions and deadlines set forth in this Agreement.

Franchisor will have the right to modify the boundaries of the Designated Territory if (a) Franchisee relocates its Studio as permitted under this Agreement, or (b) at the time of any request for grant of a successor franchise or proposed Transfer (defined below), the Designated Territory exceeds a two (2) mile radius or contains a population over 50,000 people, with said modifications designed to afford Franchisee with a territory that is similar to that contained within the original Designated Territory.

1.3 **Exclusivity for Designated Territory**. As long as Franchisee is in compliance with this Agreement and except as described in Section 1.4 below, Franchisor will not operate, or grant a license to a third-party to operate, during the Term, a CycleBar Studio located within the Designated Territory.

1.4 **Rights Reserved to Franchisor.** For the avoidance of doubt, Franchisor reserves for itself and its affiliates all rights not expressly granted to Franchisee in this Agreement and the right to do all things that Franchisor does not expressly agree in this Agreement not to do, in each case, without regard to proximity to the Studio and without any compensation to Franchisee, and on such terms and conditions as Franchisor deems appropriate. Without limitation, Franchisor and its affiliates may, themselves or through authorized third-parties (and Franchisee is not granted the right to): (a) open and operate, and license third-parties the right to open or operate, other CycleBar Studios utilizing the Marks and System outside the Designated Territory; (b) market, offer and sell products and services similar to those offered by CycleBar Studios (such as private label products that Franchisor may develop and the Instructor Bootcamp (as defined in Section 5.5)) under a different trademark or trademarks at any location, both within or outside the Designated Territory; (c) use the Marks and System, as well as any other marks Franchisor may designate, to distribute Approved Products and/or Approved Services through alternate channels of distribution, including without limitation, via the Internet and other e-commerce channels, catalog sales, direct mail or wholesale, anywhere either within or outside the Designated Territory; (d) acquire, or be acquired by, or merge with, any company, including a company operating or licensing one or more businesses offering products or services similar to those offered by any CycleBar Studio located within or outside the Designated Territory, and subsequently operate (or license a third-party the right to operate) these businesses and allow them to incorporate certain elements of the System (excluding the Marks and Trade Dress) regardless of location; (e) develop or become associated with and engage in other businesses, including other fitness concepts and systems, and/or award franchises under such other concepts for locations anywhere, including inside and outside of the Designated Territory; (f) use the Marks and System, and license others to use the Marks and System, to engage in any other activities not expressly prohibited by this Agreement; and (g) open and operate, or license third-parties the right to open or operate, CycleBar Studios at "Non-Traditional Sites" both within and outside the Designated Territory. A "Non-Traditional Site" is any location that is situated within or as part of a larger venue or facility and, as a result, is likely to draw the predominance of its customers from those persons who are using or attending events in the larger venue or facility (for example, "big box" gyms and/or fitness facilities, cruise ships, military bases, shopping malls, airports, sports facilities and stadiums, industrial or office complexes, hotels, train stations and other transportation facilities, travel plazas, casinos, hospitals, theme parks, convention centers, colleges/universities, multi-unit residential properties, and other similar captive market locations).

2. ACCEPTANCE BY FRANCHISEE

2.1 **Acceptance by Franchisee**. Franchisee accepts this Agreement and the license granted herein and agrees to develop and operate the Studio on the terms and conditions specified herein. Franchisee agrees to comply with all System Standards (as defined in Section 2.2.E), as they may be revised as provided herein, in developing and operating its Studio. Franchisee (or, if Franchisee is an entity, one of its Operating Principals (as defined in Section 5.5)) and its Designated Manager (as defined in Section 5.5.A of this Agreement) must attend and complete the appropriate initial training to Franchisor's satisfaction, as set forth in Section 6.2 of this Agreement.

2.2 **Conditions**. The rights being licensed herein are subject, without limitation, to the following conditions:

A. The Studio shall be identified only by those Marks approved in writing by Franchisor with at least one exterior sign as designated by Franchisor;

B. If Franchisee is not a natural person, then concurrently, with the signing of this Agreement, any person who directly or indirectly owns a ten percent (10%) or greater ownership interest in Franchisee (the "Owners") and each Owner's spouse (if applicable) must sign and deliver to Franchisor the Guarantee, Indemnification, and Acknowledgment attached as Exhibit 3 hereto (a "Guarantee"). Any person or entity that at any time after the Effective Date becomes an Owner, pursuant to Section 14 or otherwise, shall, as a condition of becoming an Owner, execute and deliver, and require its spouse (if applicable) to execute and deliver, to Franchisor its then-current form of Guarantee;

Franchisee shall submit the proposed lease for the Authorized Location to Franchisor for its written acceptance before Franchisee executes the lease. The lease must contain the provisions outlined in Franchisor's then-current form of lease addendum, the current form of which is attached as Exhibit 4, or substantially similar provisions acceptable to Franchisor ("Lease Addendum");

C. Subject to Applicable Laws (defined below), Franchisee must execute a written premises lease agreement accepted by Franchisor for the Authorized Location no later than six (6) months after the execution of this Agreement (the "Lease Execution Deadline"), and Franchisee must, with Franchisor's written approval, open the Studio's doors to the general public for participation in regular classes in the physical premises of the Studio (the "Soft Opening") no later than eighteen (18) months after the execution of this Agreement (the "Opening Deadline"); and

D. Franchisee agrees at all times to comply with the Learning Management System (as defined in Section 6.3 below), and all required standards, operating systems, and other aspects of the System prescribed by Franchisor (the "System Standards"), each of which is subject to change at Franchisor's discretion.

3. TERM AND SUCCESSOR FRANCHISES

3.1 **Term**. The term of this Agreement shall be for a period of ten (10) years beginning on the Effective Date, unless sooner terminated under Section 15 (the "Term").

3.2 **Successor Franchises**. Subject to this Section, Franchisee will be eligible to acquire one (1) separate and consecutive successor franchise for an additional ten (10) year term (each a "Successor Franchise"). To acquire the Successor Franchise:

A. Prior to expiration of the Term, Franchisee shall execute Franchisor's then-current form of franchise agreement for CycleBar Studios, modified as necessary to reflect that the franchise granted therein is a Successor Franchise (the "Successor Franchise Agreement"). The provisions of the Successor Franchise Agreement may differ from and shall supersede this Agreement in all respects, including changes in royalty and advertising fees, except that Franchisee shall pay the Successor Franchise Fee (as defined in Section 3.2.F below) instead of the Initial Franchise Fee (as defined in Section 5.1 below). Franchisee's failure or refusal to execute and return the Successor Franchise Agreement and Successor Franchise Fee to Franchisor within thirty (30) days after delivery of the Successor Franchise Agreement to Franchisee shall constitute Franchisee's election not to acquire the Successor Franchise;

B. Franchisee shall demonstrate that it has the right to remain in possession of the Authorized Location for the duration of the term of the Successor Franchise, or that it has been able to secure and develop an alternative site acceptable to Franchisor;

C. In consideration of the grant of the Successor Franchise, Franchisee shall execute a general release in the form and substance satisfactory to Franchisor, releasing any and all claims Franchisee and its related parties may have against Franchisor and its affiliates, and their respective owners, officers, directors, employees, agents, successors and assigns;

D. Franchisee shall have completed, at Franchisee's expense, such renovation and modernization of its Studio, including the interior and exterior of the building, grounds, leasehold improvements, signs, furnishings, fixtures, equipment, surveillance cameras, and decor as Franchisor reasonably requires so the Studio conforms with the then-current System Standards;

E. During the Term, Franchisee shall have substantially complied with all of the provisions of this Agreement and all other agreements with Franchisor and vendors to the Studio, and Franchisee and its affiliates shall be in compliance with this Agreement and all other agreements between them and Franchisor both on the date of the notice described in Section 3.2.G below and at the expiration of the Term;

F. Franchisee shall pay Franchisor a successor franchise fee in the amount of $10,000 (the "Successor Franchise Fee"); and

G. Franchisee shall have given Franchisor written notice of its desire to acquire the Successor Franchise no less than 90 days or more than 180 days before expiration of the Term.

3.3 **Holdover**. If, in its discretion and without seeking to enforce Franchisee's post-term obligations set forth in Section 15.3 of this Agreement, Franchisor suffers Franchisee's continued operation of its Studio pursuant to this Agreement beyond the expiration of the Term, such continuance of operations shall be deemed to be Franchisee's election to extend the Term on a month-to-month basis (the "Interim Period") and, in addition to all other rights Franchisor may have as a result of Franchisee's noncompliance with this Agreement, Franchisor may terminate this Agreement during the Interim Period in accordance with Section 15.1.A and Section 15.1.B below or, without any cause or reason, upon 30 days' prior written notice. The Interim Period shall be considered part of the Term. However, if Franchisee is granted a Successor Franchise, the term of the Successor Franchise Agreement will be deemed to have begun upon expiration of the Term of this Agreement, rather than the Interim Period. If Franchisor allows for an Interim Period, Franchisee must comply with all of its obligations under this Agreement during the Interim Period; provided, however, upon the commencement of the Interim Period, Franchisee (i) will be required to pay the then-current Royalty Fee (as defined in Section 5.2 of this Agreement), then-current Fund Contributions (as defined in Section 5.6 of this Agreement), and all other then-current fees required to be paid by franchisees, and (ii) must deliver an executed general release in the form and substance satisfactory to Franchisor, releasing any and all claims Franchisee and its related parties may have against Franchisor and its affiliates, and their respective owners, officers, directors, employees, agents, successors and assigns. By accepting any then-current fees, Franchisor does not waive any of its rights and remedies under this Agreement, including the right to terminate this Agreement.

4. TRADEMARK STANDARDS

4.1 **Ownership of Marks**. Franchisee acknowledges the validity of the Marks and agrees and recognizes that the Marks are the sole and exclusive property of Franchisor and/or its affiliates. Franchisee further acknowledges that its right to use the Marks and System is derived solely from this Agreement and is limited to the operation of the Studio pursuant to and in compliance with this Agreement. Any unauthorized use of the Marks by Franchisee shall be a breach of this Agreement and an infringement of the rights of Franchisor and its affiliates. Franchisee's use of the Marks inures to the benefit of Franchisor, which owns all goodwill now and hereafter associated with the Marks. Franchisee agrees not to contest ownership or registration of the Marks. Franchisor agrees to indemnify Franchisee from any claims, costs or fees associated with Franchisee's authorized use of the Marks in accordance with this Agreement, subject to the requirement that Franchisor be immediately notified of any third-party challenge to Franchisee's authorized use of any Mark under this Agreement, and Franchisor has the right to control any related dispute or proceeding.

4.2 **Use of Marks**. Franchisee shall not use any Mark (i) as part of any corporate or business name with any prefix, suffix or other modifying words, terms, designs or symbols, or in any modified form, or (ii) to advertise any prospective Transfer that would require Franchisor's approval under Section 14 of this Agreement. Franchisee shall display and use the Marks only in the manner and form prescribed or authorized by Franchisor and shall conduct no other business using the Marks other than that prescribed by Franchisor. Franchisee shall not use any other mark, name, commercial symbol or logotype in connection with the operation of the Studio and shall not market any product or service relating to the Studio without Franchisor's written consent, and if such consent is granted, such product or service must be marketed in a manner acceptable to Franchisor.

Franchisee agrees to give such notices of trademark and service mark registrations and copyrights (including the ® and © symbols) as Franchisor specifies and to obtain such fictitious or assumed name registrations as may be required under Applicable Laws.

4.3 **Notification of Infringement**. Franchisee agrees to notify Franchisor immediately in writing if it becomes aware that any person who is not a licensee of Franchisor is using or infringing upon any of the Marks. Franchisee may not communicate with any person other than Franchisor and its counsel in connection with any such use or infringement. Franchisor will have discretion to determine what steps, if any, are to be taken in any instance of unauthorized use or infringement of any of its Marks and will have complete control of any litigation or settlement in connection with any claim of an infringement or unfair competition or unauthorized use with respect to the Marks. Franchisee will execute any and all instruments and documents and will assist and cooperate with any suit or other action undertaken by Franchisor with respect to such unauthorized use or infringement such as by giving testimony or furnishing documents or other evidence. Franchisor will be responsible for legal expenses incurred by Franchisor in connection with any litigation or other legal proceeding involving such third-party. Franchisor shall not be liable for any legal expenses of Franchisee unless (a) pre-approved in writing by Franchisor in its discretion, and (b) the action proceeds or arises out of Franchisee's authorized use of the Marks hereunder.

4.4 **Modification, Discontinuance or Substitution.** Franchisor reserves the right, in its sole judgment, to modify, discontinue or replace any Mark on a national or regional basis, and Franchisee shall, as applicable and at its expense, immediately discontinue use of any Mark and commence using any modified or replacement Mark as directed by Franchisor. Franchisor shall have no liability or obligation whatsoever with respect to Franchisee's discontinuance or change of any Mark.

5. FEES

5.1 **Initial Franchise Fee**. On its signing of this Agreement, Franchisee agrees to pay Franchisor an initial franchise fee in the sum of Forty-Nine Thousand Dollars ($49,000) for the right to operate the Studio pursuant to the terms of this Agreement (the "Initial Franchise Fee"). The Initial Franchise Fee shall be fully earned by Franchisor upon payment and is not refundable under any circumstance.

5.2 **Royalty Fee**. Throughout the Term, Franchisee agrees to pay Franchisor, weekly, without setoff, credit or deduction of any nature, a royalty fee equal to seven percent (7%) of the Gross Sales (as that term is defined in Section 5.3, below) generated by the Studio over the immediately preceding week (the "Royalty" or "Royalty Fee").

5.3 **Gross Sales**. "Gross Sales" means the total revenue, in whatever form, generated by the Studio, whether or not in compliance with this Agreement and regardless of receipt, including all revenue generated from the sale and provision of any and all gift cards and other products and services at or through the Studio and all proceeds from any business interruption insurance related to the non-operation of the Studio. "Gross Sales" does not include (a) any sales tax and equivalent taxes that are collected by Franchisee for or on behalf of any governmental taxing authority and paid thereto, (b) the value of any allowance issued or granted to any client of the Studio that is credited in good faith by Franchisee in full or partial satisfaction of the price of the Approved Products or Approved Services offered in connection with the Studio, or (c) revenue generated from the provision of Instructor Bootcamp at the Studio.

5.4 **Fitness Equipment & Initial FF&E Package; Pre-Sales and Soft Opening Retail Inventory Kit; Pre-Sales Phase Expenditures; Member Management System.**

A. Prior to the Studio's Soft Opening, Franchisee must purchase or lease (i) the Fitness Equipment & Initial FF&E Package (as defined below); (ii) the studio management system, a package of hardware, software, and additional technology equipment (including tablet computers, displays, payment processing equipment, brackets and fixtures, and other related hardware and software) and network connections necessary to operate Franchisor's music system and technology platform in connection with the Approved Services; and (iii) and opening retail inventory comprised of certain branded and other inventory that may be resold at the Studio (the "Pre-Sales and Soft Opening Retail Inventory Kit") from

Franchisor's approved supplier(s). The "Fitness Equipment & Initial FF&E Package" includes products and services such as: (i) a studio fixture package (comprised of a millwork bundle (front desk, slatwall, cubbies), millwork accessories and other related supplies; (ii) fitness equipment and other operational equipment Franchisor designates to be used in Studios (e.g., bikes, weight bars); equipment accessories (e.g., shoes, cleats), (iii) other items related to the outfitting and design and buildout of your Studio; and (iv) the installation and shipping costs for the foregoing items. Throughout the Term, Franchisee will be responsible for (i) maintaining and/or replacing the exercise equipment, furniture, fixtures, other equipment, and related supplies used in connection with the Studio; and (ii) maintaining certain levels of inventory with respect to those items comprising the Pre-Sales and Soft Opening Retail Inventory Kit, as set forth more fully in this Agreement.

B. As part of the Pre-Sales and Soft Opening Retail Inventory Kit, Franchisee will acquire and must utilize certain pre-sales start-up package materials in coordination with the pre-opening sales plan that Franchisee is required to commence conducting at least sixty (60) days prior to the Studio's Soft Opening (the "Pre-Sales Phase"). Franchisee agrees and acknowledges that Franchisee must: (i) develop the foregoing plan in coordination with the opening support program designated by Franchisor that is designed to generate prospective Studio clientele and members and otherwise promote the Studio prior to the Soft Opening (the "Opening Support Program"); (ii) obtain Franchisor's prior approval of the plan and all Pre-Sales Phase activities; and (iii) incur and promptly pay all fees and costs associated with the Opening Support Program and other Pre-Sales Phase activities as and when such amounts become due.

C. Franchisee further agrees to install at its expense and use the designated studio management software platform used for member management, scheduling, billing, and related point-of-sale ("POS") functionality (the "Member Management System" or "MMS") through the supplier Franchisor designates. The designated, or approved, supplier(s) for these services will be updated in the Learning Management System as changes are made. Throughout the Term, Franchisee will also be required to pay Franchisor's then-current designated provider for the software that Franchisor prescribes for use in connection with the Studio and the MMS, which may be modified upon reasonable written notice to Franchisee.

5.5 **Training Programs and Fees**. The Parties agree and acknowledge that: (i) Franchisee or, if Franchisee is an entity, at least one (1) of Franchisee's operating principals (an "Operating Principal") must complete the "Owner/Operator Module" and Franchisor's proprietary initial training program (the "Initial Training Program"), as described in more detail in the Learning Management System; and (ii) each instructor that Franchisee engages to provide any of the Approved Services at its Studio must complete Franchisor's proprietary training program that is designed to provide instructors with additional guidelines and instruction for providing the Approved Services in accordance with the System (the "Instructor Bootcamp"). Franchisor may, at its option, conduct any training program virtually via live or prerecorded modules. Fees for attendance and participation in a training program (each a "Training Fee") may be assessed as described below.

A. *Initial Training Program*. Except as provided below, Franchisee will not be required to pay any Training Fee or tuition in connection with individuals that attend the Initial Training Program prior to the Studio's Soft Opening, provided such individuals all attend at the same time. For those individuals that wish to complete the Initial Training Program at a time other than when Franchisee (or, if applicable, its Operating Principal) attends the Initial Training Program, Franchisor may charge such individuals its then-current Training Fee. Franchisee may also designate a third-party individual that Franchisor approves to manage the day-to-day operations of the Studio (a "Designated Manager"), but any such individual must at least complete the Designated Manager Module of the Initial Training Program prior to assuming any management responsibilities at the Studio (with Franchisee paying the Training Fees associated therewith, if any). If Franchisee is acquiring and assuming an existing CycleBar Studio from another System franchisee, it will be required to pay Franchisor's then-current Training Fee for persons required to attend Franchisor's Initial Training Program as necessary to satisfy the requirements of this Section.

B. *Designated Manager; Designated Manager Training Program*. If Franchisee (or one of its Operating Principals) is not or does not intend to be on-site at the Studio during normal business hours to manage the day-to-day operations of its Studio (including, for example, where Franchisee owns or is affiliated with owners of multiple open CycleBar Studios), then Franchisee must appoint a "Designated Manager" for the Studio who will be responsible for the day-to-day operation of, and only for, the Studio. Each Designated Manager must attend and complete, to Franchisor's satisfaction, Franchisor's designated manager training program prior to assuming the Designated Manager responsibilities (the "Designated Manager Training Program"). Franchisor does not charge a Training Fee for Franchisee's initial Designated Manager's participation in the Designated Manager Training Program.

C. *Instructor Bootcamp for Initial and Subsequent Instructors*. Every instructor that provides any of the Approved Services at Franchisee's Studio must, prior to providing such instruction, complete the Instructor Bootcamp, as described in the Learning Management System. Each of the Studio's initial instructors (the "Initial Instructors") must pay Franchisor or its affiliates the then-current fee for Initial Instructors associated with attending Instructor Bootcamp (the "Instructor Bootcamp Tuition"). All instructors who participate in Instructor Bootcamp after the Studio is open and operating ("Subsequent Instructors," and together with Initial Instructors, "Authorized Instructors") must either (i) complete Instructor Bootcamp and pay the Franchisor or its affiliates the Instructor Bootcamp Tuition associated with Subsequent Instructors; or (ii) provide Franchisor with certain prescribed videos that Franchisor will review and evaluate, at its then-current fee, to determine whether the candidate is able to provide the Approved Services in accordance with System Standards. If a Subsequent Instructor completes Instructor Bootcamp at a CycleBar Studio other than the Studio, Franchisor reserves the right to have one (1) of its "Master Trainers" review the instructor's testing results before approving that individual to serve as an Authorized Instructor and provide Approved Services from the Studio. The Instructor Bootcamp Tuition will depend on whether such Subsequent Instructor elects to attend the Instructor Bootcamp at the Studio or another location.

D. *Instructor Training Program*. Subject to meeting Franchisor's then-current program requirements (including the payment of any then-current training fees), as set forth in the Learning Management System, Franchisee will have the option of providing its clients a full Instructor Bootcamp course. In order to offer Instructor Bootcamp, Franchisee must ensure that the program is provided by an instructor that is approved by Franchisor as a "Master Trainer" (the criteria for which will be set forth in the Learning Management System or otherwise in writing by Franchisor). If Franchisee does not have a Master Trainer, it may arrange to use one from another Studio. Each participant in Instructor Bootcamp will be required to pay the then-current System tuition for that program, a portion of which designated by Franchisor will be remitted to Franchisor for certain materials that it provides in connection with this training, and the balance of which will be remitted to the Studio owner who provided the Master Trainer or, if the program was led by Franchisee's Master Trainer, retained by Franchisee.

E. *Ongoing/Refresher and Other Additional Training*. Franchisor may provide or request that Franchisee and certain of its management personnel attend and complete up to five (5) days of additional/refresher training each year, but Franchisor will not charge Franchisee a Training Fee in connection with such required training.

F. *No Training Fee for Minor, Day-to-Day Assistance*. Franchisor will not charge Franchisee a Training Fee in connection with minor, day-to-day assistance that Franchisor provides remotely over the phone, via email/fax or other electronic channel of communication, which Franchisee understands and acknowledges will be provided subject to the availability of Franchisor's personnel.

G. *Costs and Expenses*. Franchisor will not, under any circumstances, be responsible for, and the indemnities provided in Section 11.2 shall apply to, costs and expenses (including wages, benefits, and travel-related expenses) incurred by or owed to Franchisee or its personnel in or as a result of attending or participating in any training program described in this Agreement or otherwise provided by Franchisor or its designee.

H. *Training Fee for Certain Training*. Franchisor may charge its then-current Training Fee in connection with training that (a) Franchisee requests Franchisor provide (other than in connection with Instructor Bootcamp that is provided by Franchisor personnel at Franchisor's headquarters), or (b) Franchisor provides on-site at Franchisee's Studio.

5.6 **Fund Contribution**. Franchisor (and its affiliates) have established a creative brand development fund to promote the System, Marks and brand with which the Studio is associated generally (the "Fund"). Franchisee shall contribute to the Fund, as directed by Franchisor from time to time, two percent (2%) of the Gross Sales of its Studio (the "Fund Contribution"), commencing once the Studio starts generating revenue from its business operations. The Fund Contribution will typically be paid in the same manner and at the same interval that the Royalty Fee is collected (based on the Gross Sales of the Studio over the immediately preceding reporting period). Franchisor has the right, at any time and on notice to Franchisee, to change the amount of the Fund Contribution in accordance with Section 9.1 below.

5.7 **Technology Fee**. Franchisor may charge Franchisee a recurring technology fee, the amount of which may change from time to time during the Term, in Franchisor's discretion, to pay for certain aspects of Franchisee's computer system and/or software used in the operation of the Studio ("Technology Fee"). Franchisor reserves the right to designate and/or change the amount, scope, interval, or manner of payment of the Technology Fee, including the party to whom payment is made, at any time upon providing reasonable written notice to Franchisee; provided, however, Franchisor will not increase the Technology Fee by more than 15% annually. The Technology Fee may be collected by Franchisor at the same time as the Royalty Fees due hereunder.

5.8 **Music Licensing Fee**. Franchisor may charge Franchisee its then-current music licensing fee (the "Music Licensing Fee") as consideration for costs incurred in connection with obtaining licensing rights to music and playlists Franchisee will use in connection with the provision of Approved Services at the Studio.

5.9 **Other Amounts Due in Connection with the Studio**. Franchisee will also be responsible for timely payment of any other required fees or amounts necessary to purchase ongoing marketing materials, inventory, supplies and/or other items from Franchisor, its affiliates or other third-party suppliers as described in this Agreement.

5.10 **Aggregator Programs**

Franchisor may, from time to time, establish relationships with third-party class aggregator platforms or similar digital marketplace services (collectively, "Aggregator Programs"), including but not limited to ClassPass and similar services that facilitate the booking of classes, sessions, or appointments at franchised locations by end users who are members or subscribers of such Aggregator Programs.

A. Franchisee's participation in any Aggregator Program is voluntary and at Franchisee's sole discretion. Franchisee acknowledges, however, that if Franchisee elects to participate in any Aggregator Program, Franchisee must do so exclusively through the program or programs designated, negotiated, or administered by Franchisor on behalf of the franchise system. Franchisee will not independently contract with, register on, or otherwise participate in any Aggregator Program outside of Franchisor's designated arrangement without Franchisor's prior written consent.

B. In the event Franchisee elects to participate in an Aggregator Program administered by Franchisor, Franchisee will pay to Franchisor a processing fee initially equal to one and fifty-four hundredths percent (1.54%) of Franchisee's Gross Sales derived from or attributable to reservations, bookings, or transactions processed through such Aggregator Program (the "Aggregator Processing Fee"). The Aggregator Processing Fee compensates Franchisor for third-party processing fees and program management fees borne by Franchisor in connection with negotiating, establishing, managing, and maintaining the Aggregator Program relationship on behalf of participating franchisees, including but not limited to technology integration, royalty tracking, reporting, and administrative oversight.

C. Franchisor will have the right to adjust the Aggregator Processing Fee from time to time solely to the extent of any increase in pass-through, third-party costs borne by Franchisor, provided that such fee will not exceed two and one-half percent (2.5%) of Gross Sales derived from or attributable to reservations, bookings, or transactions processed through such Aggregator Program without Franchisee's written consent.

5.11 **Electronic Transfer; Right to Modify Collection Interval**. Franchisor reserves the right to determine, from time to time, the frequency, intervals covered, and manner in which amounts owed to it or its affiliates must be paid. Currently all such amounts (including fees, interest, and other payments required under this Agreement) must be paid via automatic debit from Franchisee's MMS operating account administered by the designated supplier of MMS services on a weekly basis throughout the Term, subject to modification on reasonable written notice.

All amounts due to Franchisor or its affiliates for the purchase of products, services or otherwise are due upon receipt of an invoice from Franchisor or such affiliate. Any payment or report not actually received by Franchisor or its affiliates on or before the due date is overdue.

Franchisee agrees to complete and execute Franchisor's then-current form of "Electronic Funds Transfer Agreement" and any other form, including, without limitation, an "Electronic Debit Authorization" for the purpose of authorizing an electronic debit, and to submit any information required by Franchisor for such authorization. Such authorization must remain in effect throughout the Term and, following expiration or termination of this Agreement, until all amounts owed to Franchisor and its affiliates have been paid.

Franchisee is required to use only the MMS provided by the designated supplier and will pay the designated provider directly for all fees associated with the use of the designated provider's software. Franchisee is not allowed to use an unapproved external terminal to process transactions.

5.12 **Interest and Late Charges**. Amounts due to Franchisor (except interest on unpaid amounts due) not paid when due shall bear interest from the date due until paid at the lesser of one and one-half percent (1.5%) per month or the highest rate of interest allowed by law. Franchisor may also recover its reasonable attorneys' fees, costs and other expenses incurred in collecting amounts owed by Franchisee.

6. FRANCHISOR SERVICES

In addition to the services described elsewhere in this Agreement, Franchisor will do the following:

6.1 **General Guidance for Opening**. Franchisor shall consult and advise Franchisee on the proper display of the Marks, layout and design, procurement of cycling/fitness equipment, ergometers, free weights and other equipment, furniture, fixtures, initial inventories, managing construction or remodeling of the Studio, and certain other items related to the development and operation of CycleBar Studios. After Franchisee has executed an accepted lease for the Authorized Location, Franchisor shall deliver to Franchisee specifications and standards for building, equipment, furnishings, fixtures, layout, design and signs relating to the Authorized Location and shall provide reasonable consultation in connection with the development of the Studio. Franchisee's architect is responsible for proposing changes to the layout, design and construction specifications provided by Franchisor as necessary to meet applicable legal requirements and to adapt for unique physical characteristics of the Authorized Location, but Franchisee agrees that no such changes, alterations or modifications whatsoever to Franchisor's selected layout and design specifications will be implemented without Franchisor's prior written consent.

6.2 **Training-Related Programs and Obligations**. Franchisor will provide the training programs described in Section 5.5 and below, and Franchisee must, at all times during the Term, be in compliance with all training obligations described in Section 5.5 and set forth below.

A. *Initial Training Program; Designated Manager Training Program*. All persons required to complete the Owner/Operator Module, the Designated Manager Training Program, and the Instructor Bootcamp must do so prior to engaging in any activities related to the operation of the Studio. The specifics of each of the foregoing training programs shall be set forth in the Learning Management System. All such training is conducted, at Franchisor's option, at Franchisor's corporate headquarters or another training facility Franchisor designates. If any of the individuals described in this Section and Section 5.5 fail to successfully complete the applicable training required by this Section and Section 5.5 before the time Franchisee is required to conduct the Studio's Soft Opening, Franchisor may terminate this Agreement.

B. *Instructor Training*. Any individual that wishes to provide the Approved Services at the Studio must first complete the Instructor Bootcamp (either as part of the Initial Training Program or at some point thereafter via the instruction materials and test that is part of the System Standards). Franchisor may, in addition to exercising any of its other rights under this Agreement, terminate this Agreement upon written notice to Franchisee if Franchisee permits the Approved Services to be provided by any individual that does not meet the criteria in this Section. If Franchisee fails to comply with the foregoing (or any other material obligation under this Agreement), Franchisor reserves the right to charge Franchisee its then-current non-compliance fee ("Non-Compliance Fee") in each instance. We may designate the minimum number of Approved Instructors who must be present at the Studio during its operation. Franchisee must otherwise ensure that: (i) any Instructor Bootcamp held at the Studio is performed in accordance with System Standards; (ii) any individual that participates in the Instructor Bootcamp, successfully completes that program, and passes any test that is provided in connection with the program; and (iii) no personnel provides Approved Services at the Studio unless and until such personnel successfully completes the Instructor Bootcamp and passes the corresponding test. Franchisee agrees that Franchisor, as part of its right to inspect and audit the operations of the Studio on an ongoing basis, may require that Franchisee demonstrate that all required personnel has participated in and successfully completed the Instructor Bootcamp and corresponding test.

C. *Discretionary On-Site Assistance*. For the Studio's Soft Opening, Franchisor may send one (1) or more representatives to the Studio to (i) provide assistance and recommendations regarding the opening and initial operations of the Studio, and/or (ii) provide additional or refresher training associated with the Owner/Operator Module and/or the Instructor Bootcamp, all as Franchisor determines appropriate in its discretion (collectively, the "Discretionary On-Site Assistance"). In the event Franchisor notifies Franchisee that it will be providing the Discretionary On-Site Assistance, such assistance typically lasts one (1) to two (2) days and Franchisee must ensure that Franchisee (or its Operating Principal) and all other management personnel are in attendance at the Studio during those days. *Instructor Training Program and Involvement of Franchisor*. Franchisee will be permitted to provide Instructor Bootcamp at the Studio as part of the Approved Services, provided Franchisee has an individual that (a) has completed Franchisor's Instructor Bootcamp, and (b) otherwise meets Franchisor's then-current criteria to serve as a "Master Trainer" of Instructor Bootcamp (which will be set forth in the Learning Management System or in another written directive from Franchisor). The details of Instructor Bootcamp shall be set forth in the Learning Management System.

E. *Ongoing/Refresher Training*. Franchisor may provide, and require that Franchisee, as well as any of its management personnel attend, up to five (5) days of additional training each year at a training facility that Franchisor designates (without charging Franchisee any Training Fee as described in Section 5.5 of this Agreement). Franchisee may also request that Franchisor provide certain additional or refresher training to Franchisee, either at one (1) of Franchisor's designated training facilities or on-site at Franchisee's Studio, but Franchisor reserves the right to charge Franchisee its then-current Training Fee based on the number of days of such training that Franchisor provides at Franchisee's request.

F. *Remedial Training*. If Franchisor determines that Franchisee is operating the Studio in a manner that is not consistent with the terms of this Agreement or the Learning Management System, or if Franchisee is otherwise in material default of this Agreement, Franchisor may also require that Franchisee, its Designated Manager (if applicable) and/or certain Authorized Instructors of the Studio attend and complete up to five (5) additional days of training at (a) Franchisor's designated training facility, (b) the Studio, or (c) other location Franchisor designates, that is designed to address the default or other non-compliance issue (the "Remedial Training"). Franchisor may require Franchisee and its designated trainees to pay Franchisor its then-current Training Fee in connection with attending Remedial Training.

6.3 **Learning Management System**. During the Term, Franchisor will grant Franchisee access to its confidential online learning management platform, which includes electronic versions of manuals and written policies and procedures related to the development and operation of CycleBar Studios (collectively, the "Learning Management System"). The Learning Management System is anticipated to codify then-current specifications, standards and operating procedures prescribed or suggested by Franchisor. Franchisee acknowledges that Franchisor may from time to time revise its System Standards as well as the contents of the Learning Management System (including by written memoranda and notices issued to owners of CycleBar Studios), and Franchisee agrees to comply with each new or changed standard and specification upon notice from Franchisor. The Learning Management System shall remain the sole property of Franchisor and is part of, and subject to the requirements applicable to, Franchisor's Confidential Information (as defined in Section 12.1). If Franchisee, intentionally or otherwise through its gross negligence, compromises the secure access to the Learning Management System (or any printed copies of the contents thereto), including, but not limited to, allowing unauthorized users access to the Learning Management System and its confidential contents or intentionally posting any of the Confidential Information on the Internet, Franchisee acknowledges that it will be required to adequately compensate Franchisor for the breach and related damage to the Marks and System, and that any limitation of remedies provided in Sections 16.4. and 16.7 below shall not limit Franchisor's remedy or relief in the foregoing instance(s).

6.4 **Continuing Services**. Franchisor will provide such continuing advisory assistance and information to Franchisee in the development and operation of the Studio as Franchisor deems advisable in its discretion. Such assistance may be provided, in Franchisor's discretion, by Franchisor's directives, System bulletins, meetings and seminars, telephone, computer, e-mail, fax, personal visits, newsletters or manuals.

6.5 **Approved Lists**. Franchisor will provide and from time to time, add to, alter or delete, at Franchisor's discretion, lists of specifications, approved distributors and suppliers, approved services and products, including, but not limited to, cycling equipment and gear, and other materials and supplies used in the operation of the Studio. Franchisor, or an affiliate of Franchisor, may be a designated, approved, or sole supplier of certain equipment, gear, merchandise, apparel and supplies.

6.6 **Pricing**. The System has developed a reputation that is based in part on affordable prices for indoor cycling and other fitness services offered by CycleBar Studios operating as part of the System. To promote a consistent consumer experience, and to maximize the value of the products and services Studios offer, Franchisor may, subject to Applicable Laws, require fixed maximum or minimum prices for any products or services offered by the System and Franchisee. Franchisee is obligated to abide by the pricing established by Franchisor from time to time, unless Franchisor consents to changes in local pricing offered by Franchisee in order to (i) allow Franchisee to respond to unique, local, marketing conditions, competition, or expenses; or (ii) comply with changes or interpretations in state or federal anti-trust laws. Consistent with state or federal law, Franchisor reserves the right to change or eliminate its pricing program in the future, or to move from a required to recommended pricing structure. For any product or service for which Franchisor does not impose a maximum or minimum price, Franchisor may require Franchisee to comply with an advertising policy adopted by Franchisor which will prohibit Franchisee from advertising any price for a product or service that is different than Franchisor's suggested retail price. Although Franchisee must comply with Franchisor's advertising policy, Franchisee will not be prohibited from selling any product or service at a price above or below the suggested retail price unless Franchisor imposes a maximum price or minimum price for such product or service.

6.7 **Fund**. As detailed in Section 9.1 of this Agreement, the Fund is currently maintained and administered by Franchisor (or its affiliates), with the advice and counsel of a marketing fund committee, to meet the costs of conducting regional and national advertising and promotional activities (including the cost of advertising campaigns, test marketing, marketing surveys, public relations activities and marketing materials) which Franchisor and the marketing fund committee deem beneficial to the System.

6.8 **Approving Opening Support Program**. Franchisor and/or its approved provider will provide Franchisee with advice and consultation with respect to establishing the Pre-Sales Phase and the Opening Support Program described in Section 5.4.B above. The components of Franchisee's Opening Support Program must be approved by Franchisor prior to implementation, including the relevant timelines for certain initial sales and marketing activities.

6.9 **Branded Emails**. Franchisor reserves the right to require Franchisee to use an email address associated with Franchisor's registered domain name in connection with the operation of the Studio. If Franchisor requires Franchisee to obtain and use such an email address, Franchisee must do so according to System Standards. Franchisee acknowledges and agrees that Franchisor will have unrestricted access to all such email accounts and all document, data, materials, and messages shared from or by such accounts. Franchisor may deactivate any such account or limit Franchisee's or its users' access to it at any time. Franchisee acknowledges and agrees that it will use such email address only in connection with the operation of the Studio and in compliance with all Applicable Laws. Franchisee agrees to indemnify Franchisor and its affiliates for claims arising from Franchisee's unlawful use of such email address.

7. FACILITY STANDARDS, LEASE AND CONSTRUCTION

7.1 **Facility Specifications**. Franchisee's Studio shall satisfy the following conditions:

A. The Studio shall be laid out, designed, constructed or improved, equipped and furnished in accordance with the System Standards. Equipment, furnishings, fixtures, décor and signs for the Studio shall be purchased from suppliers approved or designated by Franchisor. Franchisee may remodel or alter the Studio, or change its equipment, furniture or fixtures, only with Franchisor's prior written consent. Franchisee must obtain necessary permits, licenses and other legal or architectural requirements. The Studio shall contain or display only signage that has been specifically approved or designed by Franchisor.

B. The Studio and all fitness equipment shall, at all times, be maintained in accordance with the System Standards. Franchisee shall promptly repair or replace defective or obsolete equipment, signage, fixtures or any other item of the interior or exterior that is in need of repair, refurbishing or redecorating in accordance with such standards established (and updated from time to time) by Franchisor or as may be required by Franchisee's lease.

C. Franchisee recognizes that Franchisor may, in its discretion, evolve the System and the features and appearance of CycleBar Studios to, among other things, respond to new fads, new forms of exercise, new equipment, new training techniques, and changing customer demands. Franchisee further understands that cycling equipment and other equipment wears out, breaks down, or becomes obsolete. Consequently, from time to time, as Franchisor requires, Franchisee must modernize and/or replace components of the Trade Dress and Studio's operating assets and equipment as may be necessary for the Studio to conform to the System Standards for new CycleBar Studios. Further, Franchisee will be required to thoroughly modernize or remodel the Studio, at Franchisee's cost, when requested by Franchisor, but no more than once every 5 years. This may include replacing cycling/fitness equipment and gear, and other updates and improvements. Franchisee acknowledges that this obligation could result in Franchisee making extensive structural changes to, and significantly remodeling and renovating the Studio, and Franchisee agrees to incur, without limitation, any capital expenditures required in order to comply with this obligation and Franchisor's requirements. Within 60 days after receiving written notice from Franchisor, Franchisee shall have plans prepared according to the standards and specifications that Franchisor prescribes, and Franchisee must submit those plans to Franchisor for its approval. Franchisee agrees to complete all work according to the plans that Franchisor approves within the time period that Franchisor reasonably specifies and in accordance with this Agreement. Franchisor and its affiliates who own CycleBar Studios will hold themselves, and the Studios they operate (if any), to the same high standard and same frequency for replacement and renovation as is required of Franchisee.

D. The Studio shall contain signage prominently identifying Franchisee by name as an independently owned and operated franchisee of Franchisor.

E. Franchisor may require that Franchisee install and operate a surveillance camera with audio at the premises of the Studio to help monitor instructor performance, quality assurance and safety. Franchisee is responsible for complying with all Applicable Laws in connection with the use of the surveillance camera. Franchisee acknowledges and agrees that its indemnification obligations under this Agreement include claims arising from or related to any breaches of privacy from Franchisee's use of any surveillance camera.

F. Franchisee must offer, accept the use of, and ensure that it and the Studio's personnel are aware of all then-current System policies and procedures related to member reciprocity amongst (a) other Studios that are part of the System, and/or (b) studios operated as part of the franchise systems in connection with the other brands owned and/or licensed by Franchisor and its affiliates.

7.2 **Lease**. Franchisee is solely responsible for purchasing or leasing a suitable site for its Studio. Franchisee must submit the lease for the Studio to Franchisor for its written acceptance before Franchisee executes the lease for the Authorized Location. Franchisor will not withhold its acceptance of the lease arbitrarily; however, any lease must be subject to the applicable Lease Addendum or incorporate similar terms. Franchisor's acceptance of the lease for the Studio will be for Franchisor's own purposes, and Franchisor's makes no representation or warranty as to the quality or suitability of the lease or its terms for Franchisee's purposes. Franchisee acknowledges that it has been advised to have any lease reviewed by Franchisee's own legal counsel.

7.3 **Unit Development**. Franchisee agrees that after obtaining possession of the Authorized Location, Franchisee will promptly, at its sole expense:

Obtain any standard plans and/or specifications from Franchisor;

A. Engage a qualified licensed architect, as required by state or local codes, to prepare all drawings, designs, plans and specifications for the Studio, and submit same to Franchisor for review and written approval prior to commencing construction;

B. Complete the construction or remodeling of the Studio in full and strict compliance with plans and specifications approved by Franchisor, and in compliance with the Trade Dress and all applicable ordinances, building codes and permit requirements;

C. Purchase or lease, in accordance with the System Standards, all fitness equipment, fixtures, inventory, supplies and signs required for the Studio;

D. Hire and train the initial operating personnel according to this Agreement and the System Standards; and

E. Conduct the Studio's Soft Opening by the Opening Deadline, with Franchisor's approval.

7.4 **Franchisee's Responsibility**. Although Franchisor may provide Franchisee with various standard or sample plans and specifications with respect to constructing and equipping the Studio, it is Franchisee's sole responsibility to construct, equip, and operate the Studio in compliance with all applicable federal, state and local laws and regulations, including, without limitation, all building codes, fire and safety codes, environmental laws, Occupational Safety and Health Administration laws, health laws, sanitation laws, Americans with Disabilities Act, and all other requirements that may be prescribed by any federal, state or local governmental agency ("Applicable Laws"). Franchisee further acknowledges and agrees that Franchisee is, and will continue to be, at all times during the Term, solely responsible for the day-to-day operation of the Studio in accordance with this Agreement, including all decisions regarding its personnel (as described in Section 8.3 below), each of whom must be competent, conscientious, and properly trained. Franchisee acknowledges that nothing in this Agreement shall, or may be construed to, create any type of employer or joint employer relationship between (a) Franchisee or any of Franchisee's personnel, and (b) Franchisor in any matter.

8. STUDIO IMAGE AND OPERATING STANDARDS

8.1 **Compliance**. Franchisee acknowledges and agrees that every detail regarding the appearance and operation of its Studio is important to Franchisor, Franchisee, the System and other owners and operators of CycleBar Studios in order to maintain high and uniform operating standards, to increase demand for the classes sold by all franchisees, and to protect Franchisor's and the System's reputation and goodwill, and, accordingly, Franchisee agrees to comply strictly at all times with the requirements of this Agreement and the System Standards (whether contained in the Learning Management System or any other written or oral communication to Franchisee by Franchisor) relating to the appearance or operation of the Studio. Franchisee acknowledges that other CycleBar Studios may operate under different forms of agreement with Franchisor, and that the rights and obligations of the Parties to other agreements may differ from those hereunder.

8.2 **Franchisor's Right to Inspect**. To determine whether Franchisee is complying with this Agreement and the System Standards, Franchisor reserves the right, at any reasonable time and without prior notice, and subject to Applicable Laws, to inspect and assess all aspects of the Studio's appearance and operations, including the right to: (1) inspect and examine the Studio premises, fitness equipment, facilities and operation of the Studio in person; (2) interview Franchisee and Franchisee's employees and any independent contractors; (3) interview members and customers of and suppliers to the Studio and any other person with whom Franchisee does business; (4) confer with members and staff of government agencies with authority over Franchisee about matters relevant to the Studio; and (5) use "mystery shoppers," who may pose as customers. Franchisor will bear the costs of all such initial inspections, but it reserves the right to require Franchisee to reimburse it costs (including travel expenses, room and board, employee/representative wages, and related fees) associated with re-inspections or follow-up visits that Franchisor or its designees conduct after any inspection of the Studio reveals one or more failures to comply with System Standards, and/or if any follow-up visit is necessary because Franchisor or its designated representatives were for any reason prevented from properly inspecting any part of the Studio.

8.3 **Personnel**. Franchisee agrees to engage in the operation of the Studio only persons of high character and ability who maintain and exhibit traits of enthusiasm, cleanliness, neatness, friendliness, honesty and loyalty, it being recognized by Franchisee that such persons are necessary in order to promote and maintain customer satisfaction and the goodwill of the System. Franchisee must ensure that in connection with all dealings with all stakeholders in the value of the CycleBar brand and System (including, without limitation, with Franchisor, its affiliates, Franchisor and its affiliates' employees, other CycleBar franchisees, franchisees of Franchisor's affiliates, members and prospective Studio members of the CycleBar brand or any other brand in connection with Franchisor's affiliates, and suppliers and vendors), its and each of its owners' and employees' must act honestly and ethically in each instance. Franchisee agrees to staff the Studio at all times with a sufficient number of qualified, competent personnel who have been trained in accordance with this Agreement and the System Standards. Franchisee, not Franchisor, shall be considered the employer of all employees and the principal of all independent contractors of the Studio. It is the sole responsibility of Franchisee to hire, discipline, discharge and establish wages, hours, benefits, employment policies and other terms and conditions of employment for its employees and independent contractors. Franchisee is solely responsible for obtaining its own independent legal advice regarding the employment of employees and retention of independent contractors, and for complying with any and all Applicable Laws pertaining thereto. Franchisor shall have no responsibility for the terms and conditions of Franchisee's relationship with Franchisee's employees and/or independent contractors. Franchisee shall engage in no discriminatory employment practices and shall in every way comply with all Applicable Laws, including all wage-hour, civil rights, immigration, employee safety and related employment and payroll related laws. Franchisee shall make all necessary filings with, and pay all taxes and fees due to, the Internal Revenue Service and all other federal, state and local governmental agencies or entities to which filings and payments are required. Franchisee acknowledges that nothing in this Section or Agreement shall, or may be construed to, create any type of employer or joint employer relationship between (a) Franchisee or any of Franchisee's personnel, and (b) Franchisor in any matter.

8.4 **Products and Services to be Offered for Sale**.

A. *Approved Services and Approved Products Generally*. Franchisee acknowledges that the presentation of a uniform image to the public and the offering of uniform services and products is an essential element of a successful franchise system. In order to ensure consistency, quality and uniformity throughout the System, Franchisee agrees (1) to sell and offer for sale only the Approved Services and Approved Products; (2) to sell and offer for sale all of the Approved Services and Approved Products required by Franchisor; (3) not to deviate from the System Standards; and (4) to discontinue selling and offering for sale any services or products that Franchisor may, in its discretion, disapprove at any time. Franchisor shall supply Franchisee with a list of suppliers from which Franchisee is required to purchase fitness equipment, cycling equipment/accessories, and other products or services for the Studio. Franchisor may change this list from time to time, and upon notification to Franchisee, Franchisee shall only purchase fitness equipment, cycling equipment/accessories, and other required products or services from approved suppliers as specified on the changed list. Franchisor and its affiliates may be designated, approved, or sole suppliers of certain items and services. Franchisee agrees to keep the Studio and fitness equipment in clean condition, with all equipment well-maintained and operational, and be able at all times during business hours to provide members with all services and products specified by Franchisor.

B. *Required Use of Approved Suppliers*. Franchisee may, at its option, designate, mandate or approve suppliers (which may include Franchisor and its affiliates) of all equipment, gear, merchandise, apparel, supplies, and other assets used in the development and operation of Franchisee's Studio. Franchisee agrees to purchase all such items only approved or designated suppliers and maintain all such items according to manufacturer or Franchisor specifications. Franchisor and its affiliates may, at their option, collect from Franchisee some or all payments, fees, and expenses for and associated with such items and pay the suppliers directly on Franchisee's behalf. If Franchisor elects to do so, Franchisee agrees that Franchisor or its affiliates may auto-debit Franchisee's bank account for such amounts in the same manner and using the same authorization that Franchisee grants Franchisor with respect to payment of Royalty Fees and other fees. Franchisor and its affiliate may derive revenue or obtain other consideration from suppliers based on purchases that Franchisee makes, and Franchisor and its affiliates may use such revenue or consideration without restriction.

C. *No Deviation or Supplement with Regards to Approved Services and/or Related Methodology*. Franchisee and its instructors must teach classes exactly as specified in the Learning Management System and in other training materials provided by Franchisor. Franchisee agrees not to add any exercises, cycling methods, workout regimens, or other forms of cycling instructions or music that are not approved by Franchisor, and Franchisee agrees not to leave out any exercises, cycling methods, workout regimens, or other forms of cycling instructions or music that are required by Franchisor.

D. *Non-Approved Services, Products or Suppliers*. If Franchisee proposes to offer for sale any products, classes or services other than then-current Approved Services and Approved Products, Franchisee shall first notify Franchisor in writing and submit sufficient information, specifications and samples concerning such product, classes and/or supplier and/or service for a determination by the Franchisor whether such product, classes or supplier of service complies with the Franchisor's specifications and standards and/or whether such supplier meets the Franchisor's approved supplier criteria. Franchisor reserves the right to charge Franchisee reasonable costs in connection with Franchisor's review, evaluation and approval of alternative suppliers. These charges may include reimbursement for travel, accommodations, meal expenses, and personnel wages. Franchisor may from time to time prescribe procedures for the submission of requests for approved products and/or suppliers or services and obligations that approved suppliers must assume (which may be incorporated in a written agreement to be executed by approved suppliers). Franchisor reserves the right to revoke its approval of a previously authorized supplier, product, class or service when Franchisor determines in its discretion that such supplier, product, class or service is not meeting the specifications and standards established by Franchisor. If Franchisor modifies its list of approved products, classes and/or suppliers and/or services, Franchisee shall not, after receipt in writing of such modification, reorder any product or utilize any supplier, product, class or service that is no longer approved.

E. *Franchisor Rights*. Franchisee acknowledges and agrees that Franchisor and certain of its affiliates are (or may at any time in future become) an approved, designated, or sole supplier for certain cycling/fitness equipment, other equipment, products, logo items, signage and artwork, and other items and services used or sold in CycleBar Studios; that Franchisor and such affiliates may derive income from the sale of such items, and that the prices charged by Franchisor or such affiliates may reflect an ordinary and reasonable profit consistent with a business of the kind that produces and/or supplies such items. Franchisee acknowledges and agrees that Franchisor and its affiliates may sell products and services to members located anywhere, even if such products and services are similar to what Franchisor sells to Franchisee and what Franchisee offers at its Studio. Franchisor and its affiliates may use the internet or alternative channels of commerce to sell products and services, including those identified by the Marks. Franchisee may only sell the products and services from the Studio's approved location and may only use the internet or alternative channels of commerce, as permitted by Franchisor, in order to register members for approved classes. Nothing in the foregoing shall prohibit Franchisee from obtaining members over the Internet provided Franchisee's internet presence and content comply with the requirements of this Agreement.

F. *Advertising Outside Designated Territory*. Unless Franchisor agrees otherwise, Franchisee may not actively solicit potential members or customers, or otherwise promote its Studio through any targeted advertising/marketing, outside of the Designated Territory. Nothing in this Agreement, however, shall prohibit Franchisee from servicing members and other customers that contact Franchisee or its Studio, regardless of where those members/customers reside or work.

G. *No Unauthorized Sales of Certain Items*. Unless Franchisor directs or agrees otherwise in writing, Franchisee agrees not to sell vitamins, supplements or other nutritional products or food items, including bottled water, at the Studio.

H. *Non-Compliance Fee*. In addition to Franchisor's other rights under this Agreement, Franchisor may charge its then-current per day Non-Compliance Fee for each day Franchisee offers or sells unauthorized products or services from the Studio.

8.5 **Compliance with Laws**. Franchisee agrees to comply with all Applicable Laws and, as soon as practicable, but in any event prior to conducting any activities in connection with the Studio, obtain all insurance required by this Agreement or Applicable Laws and any required governmental permits, certificates or licenses necessary to occupy the Authorized Location and operate the Studio. Franchisee also agrees to file and publish, if required by Applicable Laws, a certificate of doing business (whether under a fictitious name or otherwise). Franchisee acknowledges and agrees that it has the sole responsibility to investigate and comply with any Applicable Laws in the jurisdiction in which the Studio is located that relate to the ownership, development and operation of the Studio and businesses generally (including, for example, requirements related to accessibility, protection of personally identifiable information, and/or personal information, having staff during operating hours that are trained in certain life-saving procedures, and having certain life-saving and first aid equipment on premises, form and content of membership agreements, and other requirements that relate to gyms, fitness facilities, health spas, and similar businesses). Franchisee agrees to immediately provide Franchisor with a copy of any notice received by Franchisee from any person or state, local or governmental agency pertaining to compliance with any Applicable Laws including any such notices that any audit, investigation, or similar proceeding by any such person or governmental authority is pending or threatened against Franchisee on the basis of any of any the foregoing. Franchisee hereby certifies and represents that Franchisee, and any of its affiliates, any of its partners, members, shareholders or other equity owners, and their respective employees, officers, directors representatives or agents, are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, terrorist organization, or "Designated Terrorist Organization," "Specially Designated National and Blocked Person," or other banned, prohibited, or blocked person, group, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control. Franchisee agrees to comply with and assist Franchisor in Franchisor's compliance efforts, as applicable, with any and all laws, regulations, Executive Orders or otherwise relating to anti-terrorist activities or conduct of transactions involving certain foreign parties, including the U.S. Patriot Act, Executive Order 13224, the U.S. Foreign Corrupt Practices Act, the Bank Secrecy Act, the International Money Laundering Abatement and Anti-terrorism Financing Act, the Export Administration Act, the Arms Export Control Act, the International Economic Emergency Powers Act, and related U.S. Treasury or other regulations.

8.6 **Operational Efforts**. Franchisee agrees to keep Franchisor advised, in writing, of any Designated Manager and all instructors involved in the operation of the Studio and their contact information. Franchisee agrees to keep the Studio open for the hours stated in the Learning Management System and as deemed appropriate by Franchisor. If Franchisee does not have a Designated Manager, then Franchisee (or its Operating Principal, as applicable) must be on-site at the Studio during normal business hours to manage day-to-day operations. Each Operating Principal must have the authority to act for Franchisee in all matters relating to the Studio, including voting responsibilities. Any change in the Operating Principal(s) is subject to Article 14 below and the training requirements of this Agreement.

8.7 **Performance Standards**. Franchisee and Franchisor have a shared interest in the Studio performing at or above the System Standards. Franchisor would not have entered into this franchise relationship if Franchisor had anticipated that Franchisee would not meet the following performance standards (the "Performance Standards"):

A. *System Standards*. Franchisor may choose, in its sole discretion, to evaluate the Studio for compliance with the System Standards using various methods (including, but not limited to, inspections, field service visits, surveillance camera monitoring, member comments/surveys, and secret shopper reports). Franchisee must meet minimum standards for cleanliness, equipment condition, repair and function, and customer service. Franchisee's employees, including any independent contractors, must meet minimum standards for courteousness and customer service.

B. *Minimum Monthly Gross Sales Quota*. Unless waived by Franchisor due to unique market conditions, Franchisee must meet a certain minimum monthly Gross Sales quota (the "Minimum Monthly Gross Sales Quota"), as follows: (i) Franchisee must achieve and maintain trailing 12-month average monthly Gross Sales of $10,000 by the first (1st) anniversary of the Studio's Soft Opening; and (ii) Franchisee must achieve and maintain trailing 12-month average monthly Gross Sales of $15,000 by the second (2nd) anniversary of the Studio's Soft Opening and each successive anniversary thereof.

If Franchisee fails to meet the Minimum Monthly Gross Sales Quota at any time during the Term, Franchisor, at its sole discretion, may institute a mandatory corrective training program upon written notice to Franchisee. Franchisee will be obligated, at its expense, to participate in and implement all temporary and permanent corrective measures that Franchisor requires to address the Performance Standards not achieved.

8.8 **Anti-Corruption Compliance.**

A. *Anti-Corruption Practices*. Franchisee hereby represents, warrants, and covenants to Franchisor and its affiliates that:

(1) in the performance of this Agreement, Franchisee (and, if an entity, its shareholders, affiliates, officers, directors and employees) and its business partners, if any, shall comply strictly with all applicable anti-corruption laws;

(2) neither Franchisee (nor, if an entity, any of its shareholders, affiliates, officers, directors or employees) nor its business partners, in connection with work or services for Franchisor, has taken or will take any actions in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of anything of value to any government official or to any other person while knowing that all or some portion of the money or value will be offered, given or promised to a government official to influence official action, to obtain or retain business or otherwise to secure any improper advantage;

(3) throughout the duration of this Agreement, neither Franchisee nor any of its officers, directors, employees, business partners, or shareholders is or will become a government official and neither Franchisee nor any of its shareholders, affiliates or business partners is or will be owned, directly or indirectly, in whole or in part, or controlled by any government or government official;

(4) Franchisee shall notify Franchisor immediately if at any time the foregoing representations and warranties shall not be true and correct. Immediately upon receipt of such notification, Franchisor shall have the right to either unilaterally terminate this Agreement or require Franchisee to amend, at Franchisor's sole discretion, this Agreement to avoid any violation or potential violation of any applicable laws, rules and regulations;

(5) Franchisee shall create and maintain precise and accurate books and financial records in connection with the services to be performed under this Agreement. Further, upon request,

Franchisor shall have the right to inspect Franchisee's books and financial records. Franchisee will fully cooperate with any such inspection that may be conducted;

(6) Franchisee may not assign, sub-contract or otherwise enter into any arrangements to share the fees hereunder with any third party or parties directly or indirectly or delegate the services for which Franchisee has been retained to any third party or parties without express prior written authorization from Franchisor;

(7) all payments due to Franchisee under this Agreement will be made by check or bank transfer, and no payments will be made in cash or bearer instruments. No payments which are owed to Franchisee hereunder will be made to a third party, and all payments will be made in the place where Franchisee's business is domiciled or where Franchisee performs services; and

(8) Franchisee agrees that Franchisor may disclose the terms of this Agreement, including Franchisee's identity and the payment terms, to any third party who, in Franchisor's judgment, has a legitimate need to know, including government agencies.

B. *Remedies*. In connection with the foregoing representations and warranties, the parties to this Agreement further agree as follows:

(1) If Franchisor concludes, in its sole opinion, that a breach of any of the foregoing representations and warranties has occurred or is likely to occur, Franchisor may, in addition to any other rights it has under this Agreement or under Applicable Laws:

a. withhold further payments under this Agreement until such time as it has received confirmation to its satisfaction that no breach has occurred or is likely to occur;

b. amend this Agreement as necessary to avoid a violation of law; and

c. terminate this Agreement upon written notice.

(2) In the event of a breach of any of the representations and warranties in this Agreement, any claims for payment by Franchisee, including claims for services previously rendered, shall be void to the extent permitted by law. Franchisee shall further indemnify and hold Franchisor harmless against any and all claims, losses or damages arising from or related to such breach.

(3) Franchisor shall not be obligated under this Agreement to take any action or omit to take any action that it believes, in good faith, would cause it to be in violation of any applicable anti-corruption laws.

C. *Annual Certification*. On Franchisor's request, by the 10th of January each calendar year during the Term, Franchisee shall, in writing to Franchisor, certify the continuation of the representations and warranties contained in this Section and its compliance with the obligations set forth in this Section.

9. ADVERTISING AND MARKETING

9.1 **Fund**. Franchisee will be required to pay the appropriate Fund Contribution to Franchisor as described in Section 5.6 of this Agreement. In the event Franchisor increases the Fund Contribution from what it is as of the Effective Date, Franchisor will provide at least sixty (60) days' written notice of such increase in the Fund Contribution, subject to the Marketing Expenditure Cap (as defined in Section 9.2.G).

A. The Fund is administered by Franchisor (or its affiliates) with the assistance and advice provided by a marketing fund committee (the "MFC") pursuant to a charter agreement among Franchisor and the members of the MFC, which serves in an advisory capacity only. The MFC represents CycleBar Studio franchisees and advises Franchisor with regard to all advertising, marketing and public relations programs and activities financed by the Fund, including the creative concepts, materials and endorsements used and the geographic market, media placement and allocation. The MFC is purely advisory in nature and has no operational or ultimate decision-making authority.

B. Franchisee agrees that the Fund may be used to pay the costs of preparing and producing associated materials and programs as Franchisor may determine, including, without limitation, the use of Social Media (as defined in Section 9.3 below); formulating, developing and implementing advertising and promotional campaigns; video, audio and written advertising materials employing advertising agencies; sponsorship of sporting, charitable or similar events; administering regional, national and multi-regional advertising programs including purchasing direct mail and other media advertising, website development/operation and to pay Internet, Intranet, URL, 800 or similar number, and other charges, fees and/or expenses, including employing advertising agencies to assist with marketing efforts; supporting public relations, market research and other advertising, promotional and marketing activities; the reasonable costs of administering the Fund, including accounting expenses and the actual costs of salaries and fringe benefits paid to Franchisor's employees engaged in administration of the Fund and/or creation, development and/or placement of any creative and/or implementation of any campaigns associated with the same. A brief statement regarding the availability of CycleBar franchises may be included in advertising and other items produced using the Fund.

C. Franchisor may spend in any calendar year more or less than the total contributions to the Fund in that year. Franchisor may cause the Fund to invest any surplus for future use by the Fund. Franchisor (or its affiliates) may borrow from its affiliates (or Franchisor) or other lenders on behalf of the Fund to cover deficits of the Fund.

D. Franchisor, its affiliates, and/or their respective employees, agents, contractors, and designated vendors can provide goods, services, materials, etc. (including administrative services and/or "in-house advertising agency" services) and be compensated and/or reimbursed for the same by the Fund, provided that any such compensation must be reasonable in amount. Franchisor can arrange for goods, services, materials, etc. (including administrative services) to be provided by independent persons/companies and all related costs, fees, etc. will be paid by the Fund.

E. The Fund need not be segregated from but will be accounted for separately from Franchisor's other funds and Franchisor will not use the Fund for its general operating expenses. All taxes of any kind incurred in connection with or related to the Fund, its activities, contributions to the Fund and/or any other Fund aspect, whether imposed on Franchisor, the Fund or any other related party, will be the sole responsibility of the Fund. Franchisor will not be required to audit the Fund, but will provide an annual accounting of the Fund at the written request of Franchisee that is made 120 days after the fiscal year at issue. All interest earned on monies contributed to, or held in, the Fund will be remitted to the Fund and will be subject to the restrictions of the relevant franchise agreements.

F. Franchisee acknowledges that the Fund Contributions are intended to maximize general public recognition of and the acceptance of the System and Marks generally, for the benefit of the System as a whole. Notwithstanding the foregoing, Franchisor undertakes no obligation, in administering the Fund Contributions to make expenditures that are equivalent or proportionate to Franchisee's contribution, or to ensure that any particular CycleBar Studio benefits directly or pro rata from advertising or promotion conducted with the Fund Contributions.

G. Franchisor maintains the right to terminate the collection and disbursement of the Fund Contributions and the Fund. Upon termination, Franchisor will disburse the remaining funds for the purposes authorized under this Agreement.

9.2 **Initial Marketing Spend; Local Marketing Activities.**

A. *Initial Marketing Spend*. Franchisee must spend a minimum of $15,000 (the "Initial Marketing Spend") in connection with the initial sales and marketing activities set forth in connection with (i) Franchisee's approved Opening Support Program, and (ii) other marketing and promotional activities that Franchisor approves or designates. Franchisor may also require that Franchisee expend all or any portion of the Initial Marketing Spend on initial marketing/advertising and/or public relations materials or services that are purchased from an approved supplier. The Initial Marketing Spend will not count towards Franchisee's local advertising expenditure requirements provided in Section 9.2.B below and is not subject to the Marketing Expenditure Cap.

B. *Local Advertising Requirement*. Franchisee is responsible for local advertising and marketing activities to attract members to the Studio. Franchisee must spend the greater of (a) $1,500, or (b) two percent (2%) of Gross Sales each month on approved local advertising and marketing activities (excluding agency and vendor fees) designed to promote the Studio within the Designated Territory (the "Local Advertising Requirement"). Franchisor may increase the Local Advertising Requirement, at its discretion, from time to time during the Term, subject to the Marketing Expenditure Cap. Upon Franchisor's written request, Franchisee must provide Franchisor with an accounting of all expenditures made by Franchisee to comply with this Section, along with any invoices or other documentation to support such expenditures. Franchisor may, at any time and on notice to Franchisee, change the amount that Franchisee must spend on local advertising and marketing activities for its Studio.

C. *Advertising Standards*. Franchisee's advertising will be in good taste and conform to ethical and legal standards and Franchisor's requirements. Franchisee must submit samples of all advertising and promotional materials (and any use of the Marks and/or other forms of commercial identification) for any media, including the Internet or otherwise. Any such advertising must be approved in writing by Franchisor, in its sole discretion, prior to any use in connection with the Studio. Franchisee agrees not to use any materials or programs or medium of advertising disapproved by Franchisor. Franchisor may revoke its approval with respect to any advertising materials, in its sole discretion, at any time.

D. *Approval*. Franchisor must approve any form of co-branding of the Marks, or advertising or use of the Marks to endorse or support other organizations, brands, products or services, in writing, in advance.

E. *Opening Support Program*. Franchisee must also expend all required amounts that Franchisor prescribes or otherwise approves as part of Franchisee's Pre-Sales Phase plan, including any amounts due to Franchisor's approved supplier for the Opening Support Program.

F. *Full Participation*. Franchisee must participate in all advertising and sales promotion programs that Franchisor may develop from time to time to promote and enhance the collective success of the System.

G. *Marketing Expenditure Cap*. Franchisor cannot require that the percentage of Gross Sales that Franchisee is required to contribute to the Fund, contribute to a Co-Op (as defined in Section 9.4), and spend on the Local Advertising Requirement (collectively, the "Required Marketing") exceed, in the aggregate, seven percent (7%) per month (the "Marketing Expenditure Cap"); provided, however, it is Franchisee's responsibility to provide Franchisor with written notice if the Required Marketing exceeds the

Marketing Expenditure Cap, and until Franchisor receives Franchisee's written notice (the "Marketing Notice"), Franchisee will fully comply with the Required Marketing requirements, and no excess amounts will be refunded to Franchisee. If the Required Marketing exceeds the Marketing Expenditure Cap, Franchisee may, after Franchisor receives Franchisee's Marketing Notice, reduce the Local Advertising Requirement, but only to the extent and for the time necessary to stay below the Marketing Expenditure Cap. Franchisee must immediately return to full compliance with Required Marketing once the Marketing Expenditure Cap is no longer exceeded.

9.3 **Social Media Activities**. As used in this Agreement, the term "Social Media" is defined as a network of services, websites, and other electronic, virtual, or digital mediums, including, but not limited to, blogs, microblogs, and social networking sites, video-sharing and photo-sharing sites, customer review sites, marketplace sites, Wikis, chat rooms and virtual worlds, that allows participants to communicate online and form communities around shared interests and experiences. While it can be a very effective tool for building brand awareness, it can also be devastating to a brand if used improperly. Therefore, Franchisee must strictly follow the Social Media guidelines, code of conduct, and etiquette as set forth in the Learning Management System, which may require Franchisee to comply with Franchisor's then-current privacy policy. Any use of Social Media by Franchisee pertaining to the Studio must be in good taste and not linked to controversial, unethical, immoral, illegal or inappropriate content. Franchisor reserves the right to "occupy" any Social Media websites/pages and be the sole provider of information regarding the Studio on such websites/pages (e.g., a system-wide Facebook page). At Franchisor's request, Franchisee will promptly modify or remove any online communication pertaining to the Studio that does not comply with this Agreement or the Learning Management System.

9.4 **Franchisee Marketing Groups**. Franchisor may decide to form one or more associations and/or sub-associations of CycleBar Studios to conduct various marketing-related activities on a cooperative basis (a "Co-Op"). If one or more Co-Ops (local, regional and/or national) are formed covering Franchisee's area, then Franchisee must join and actively participate. Franchisee will be entitled to one (1) vote if Franchisee is in Good Standing at the time the vote is taken. Franchisee will be considered in "Good Standing" if it is not in default of any obligation to Franchisor or any of Franchisor's affiliates, whether arising under this Agreement or any other agreement between Franchisee and Franchisor (or any of Franchisor's affiliates), the Learning Management System or other System Standards. Franchisee may be required to contribute such amounts as are determined from time to time by such Co-Ops, subject to the Marketing Expenditure Cap.

9.5 **Franchisee Advertising Legal Compliance**. Notwithstanding Franchisee's obligations to comply with all Applicable Laws, as required under this Agreement, Franchisee further acknowledges and agrees that it must comply with all Applicable Laws regarding marketing and advertising activities conducted in connection with the Studio, including, without limitation: (i) ensuring that consumer opt-out choices for email marketing and SMS promotions are followed; (ii) confirming that telephone numbers that may be used in connection with telephone or SMS promotion activities are not listed applicable "Do Not Call" lists; and (iii) substantiating claims made in its advertising content.

9.6 **Annual Convention**

. Franchisor may hold an annual convention or meeting for System franchisees (the "Annual Convention"). Franchisee (or, if Franchisee is an entity, at least one Operating Principal or Designated Manager) must attend the Annual Convention each year. Franchisor will charge an attendance fee for each attendee at the Annual Convention, which fee is currently $400 per attendee (or $600 for a double booking). In the event Franchisee fails to attend the Annual Convention, Franchisee must pay a non-attendance fee of $1,000 (the "Convention Non-Attendance Fee"). Franchisor may modify these fees from time to time based on then-current allocated costs upon notice to Franchisee.

10. FINANCIAL REPORTS, AUDITS, COMPUTER SYSTEM AND INSURANCE REQUIREMENTS

10.1 **Records and Reports**. Franchisee shall maintain and preserve for four (4) years or such period as may be required by law (whichever is greater) from the date of their preparation such financial information relating to the Studio as Franchisor may periodically require, including without limitation, Franchisee's sales and use tax returns, register tapes and reports, sales reports, purchase records, and full, complete and accurate books, records and accounts prepared in accordance with generally accepted accounting principles and in the form and manner prescribed by Franchisor. Franchisee agrees that its financial records shall be accurate and up-to-date at all times. Franchisee agrees to promptly furnish any and all financial information, including tax records and returns, relating to the Studio to Franchisor on request.

10.2 **Right to Conduct Audit or Review**. Franchisor shall have the right, in its sole determination, to require a review by such representative(s) as Franchisor shall choose, of all information pertaining to the Studio, including financial records, books, tax returns, papers, and business management software programs of Franchisee, at any time during normal business hours without prior notice for the purpose of accurately tracking unit and System-wide sales, sales increases or decreases, effectiveness of advertising and promotions, and for other reasonable business purposes. Such review will take place at the Studio or Franchisee's head office (if different), or both, and Franchisee agrees to provide all information pertaining to the Studio requested by Franchisor during its review. If (a) the audit is conducted because of a failure by Franchisee to furnish reports, supporting records or other required information or to furnish the reports and information on a timely basis, or (b) the audit otherwise reveals an underreporting of two percent (2%) or more by Franchisee, then Franchisee shall reimburse Franchisor for all costs of the audit or review including, without limitation, travel, lodging, wage expense and reasonable accounting and legal expense. The foregoing remedies shall be in addition to any other remedies Franchisor may have under this Agreement or applicable law.

10.3 **Computer System and Software**. Franchisee must acquire the studio management system for use in the operation of the Studio, as well as any audio-visual equipment Franchisor specifies. Franchisee agrees to record all of its receipts, expenses, invoices, member lists, class schedules and other business information required by Franchisor from time to time promptly in the computer system and use the software that Franchisor specifies or otherwise approves. Franchisor reserves the right to change the computer system, and the accounting, business operations, customer service and other software at any time. Franchisee must upgrade and maintain the computer system and software in the Studio, as required by Franchisor from time to time, and pay any fees associated with such upgrades. Franchisee will provide Franchisor with any passwords necessary to access the computer system and software at Franchisor's discretion.

10.4 **Information Security**. Franchisee may from time to time have access to information that can be used to identify an individual, including names, addresses, telephone numbers, e-mail addresses, employee identification numbers, signatures, passwords, financial information, credit card information, biometric or health data, government-issued identification numbers and credit report information ("Personal Information"). Franchisee may gain access to such Personal Information from Franchisor, its affiliates, its vendors, or Franchisee's own operations. Franchisee acknowledges and agrees that, as between it and Franchisor, all Personal Information (other than Restricted Data, as defined below) is Franchisor's Confidential Information and is subject to the protections in Article 12 below. Franchisee acknowledges and agrees that Franchisor may from time to time share Franchisee's and/or its owners' names as well as personal and business addresses, telephone numbers, and e-mail addresses with Franchisor's affiliates and third-parties.

A. During and after the Term, Franchisee (and if Franchisee is a legal entity, each of its Owners) agree to, and to cause its respective current and former employees, representatives, affiliates, successors, and assigns to: (a) collect, disclose, process, retain, and use all Personal Information only in strict accordance with all applicable laws, regulations, orders, the guidance and codes issued by industry or regulatory agencies, and the privacy policies and terms and conditions of any applicable Internet presence; (b) assist Franchisor with meeting its compliance obligations under applicable laws and regulations relating to Personal Information; and (c) promptly notify Franchisor of any communication or request from any customer or other data subject to access, correct, delete, opt-out of, or limit activities relating to any Personal Information.

B. If Franchisee becomes aware of a suspected or actual breach of security or unauthorized access involving Personal Information, Franchisee will notify Franchisor immediately and specify the extent to which Personal Information was compromised or disclosed. Franchisee also agrees to fully cooperate, at its own expense, with any investigation Franchisor, or its designees, conducts related to the suspected or actual breach. Franchisee also agrees to follow Franchisor's instructions regarding curative actions and public statements relating to the breach. Franchisee also agrees to comply with applicable law regarding notice of the breach (either to the affected individuals and/or applicable governmental officials). To the extent permitted under Applicable Law, Franchisee will provide Franchisor with a copy of the form of breach notice as soon as practical in advance of providing such notice to the affected data subjects and/or governmental official. Franchisor reserves the right to conduct a data security and privacy audit of any of the Studio and computer system at any time, from time to time, to ensure that Franchisee is complying with Franchisor's requirements. Franchisee must promptly notify Franchisor if it receives any complaint, notice, or communication, whether from a governmental agency, customer or other person, relating to any Personal Information, or Franchisee's compliance with Franchisee's obligations relating to Personal Information under this Agreement, and/or if Franchisee has any reason to believe that it will not be able to satisfy any of its obligations relating to Personal Information under this Agreement.

C. Notwithstanding anything to the contrary in this Agreement, Franchisee agrees that Franchisor does not control or own any of the following Personal Information (collectively, the "Restricted Data"): (a) any Personal Information of employees, officers, contractors, owners or other personnel of Franchisee, its affiliates, or the Studio; (b) such other Personal Information as Franchisor may from time to time expressly designate as Restricted Data; and/or (c) any other Personal Information to which Franchisor does not have access. Regardless of any guidance Franchisor may provide generally and/or any specifications that Franchisor may establish for Personal Information, Franchisee has sole and exclusive responsibility for all Restricted Data, including establishing protections and safeguards for such Restricted Data.

10.5 **Insurance.**

A. Prior to the Studio's Soft Opening and throughout the entire Term, Franchisee will keep in force at Franchisee's own expense and by advance payment of the premium, all insurance coverages required by applicable law, and that it believes are appropriate for its own protection; Franchisee must, at a minimum, maintain the minimum insurance coverages and coverage amounts specified in the Learning Management System from time to time., which as of the Effective Date are as follows:

(1) **Commercial General Liability** insurance covering Franchisee's day-to-day business operations and premises liability exposures with limits not less than the following:

Required Coverages	Minimum Limits of Coverage
Each Occurrence:	$1,000,000
General Aggregate:	$5,000,000 (per Studio)
Products Completed Operations Aggregate:	$5,000,000
Personal and Advertising Injury:	$1,000,000
Participant Legal Liability:	$1,000,000
Professional Liability:	$1,000,000
Damage to Premises Rented:	$1,000,000
Employee Benefits Liability (each employee):	$1,000,000
Employee Benefits Liability (aggregate):	$2,000,000
Medical Expense (any one person):	$5,000
Sexual Abuse and Molestation:	included (not excluded)

Such insurance shall include coverage for contractual liability (for liability assumed under an "insured contract"), products-completed operations, personal and advertising injury, premises liability, third party property damage and bodily injury liability (including death).

(2) **Automobile Liability** insurance covering liability arising out of Franchisee's use, operation or maintenance of any auto (including owned, hired, and non-owned autos, trucks or other vehicles) in connection with its ownership and operation of the franchise, with limits not less than the minimum compulsory requirements in Franchisee's state. This requirement only applies to the extent that owned, leased or hired/rented vehicles are used in the operation of the franchise.

(3) **Workers Compensation** insurance covering all of Franchisee's employees with statutory coverage and limits as required by state law. Such insurance shall include coverage for Employer's Liability with limits not less than $500,000 each accident, $500,000 disease – each employee, and $500,000 disease – policy limit.

(4) **Property** insurance written on a special causes of loss coverage form with limits not less than the current replacement cost of the Studio's business personal property (including furniture, fixtures and equipment) and leasehold improvements (tenant improvements). Such property insurance shall include glass coverage with limits not less than $25,000, signage coverage with limits not less than $10,000, and business interruption/extra expense coverage with limits not less than twelve months of rent.

(5) **Employment Practices Liability** insurance with limits of not less than $1,000,000 per claim in the aggregate, with a retention not larger than $25,000, providing defense and coverage for claims brought by any of Franchisee's employees or other personnel alleging various employment-related torts. Said policy shall also include third party employment practices liability coverage.

B. All insurance policies must be written by an insurance company licensed in the state in which Franchisee operates its Studio. The insurance company must have at least an "A" Rating Classification as indicated in A.M. Best's Key Rating Guide.

C. Franchisor reserves the right, from time to time, in its discretion, to upgrade the insurance requirements or lower the required amounts as to policy limits, deductibles, scope of coverage, or rating of carriers in response to current industry standards, market conditions and/or landlord requirements. Within sixty (60) days of receipt of notice from Franchisor, Franchisee agrees to revise its coverage, as specified in any notice from Franchisor.

D. Franchisor reserves the right to designate, or require pre-approval of, the provider of any insurance required in connection with the Studio.

E. Franchisee's obligation to obtain and maintain insurance shall not be limited by reason of any insurance that may be maintained by Franchisor nor relieve Franchisee of liability under the indemnity provisions set forth in this Agreement. At Franchisor's designation, Franchisor, as well as its parents, affiliates, and subsidiaries, shall be included as additional insureds on the Studio's insurance policies, including without limitation, the Studio's Commercial General Liability and any Umbrella Excess Liability insurance policies. All insurance policies must waive any subrogation rights or other rights to assert a claim back against Franchisor and shall contain a clause requiring notice to Franchisor thirty (30) days in advance of any cancellation or material change or cancellation to any such policy. Franchisee shall give Franchisor certificates of coverage at least annually. Failure to obtain or the lapse of any of the required insurance coverage shall be grounds for the immediate termination of this Agreement pursuant to Section 15.1, and Franchisee agrees that any losses, claims or causes of action arising after the lapse of or termination of insurance coverage will be the sole responsibility of Franchisee and that Franchisee will hold Franchisor harmless from all such losses, claims and/or causes of action. In addition, but not to the exclusion of the foregoing remedy, if Franchisee fails to procure or maintain the required insurance, Franchisor shall have the right and authority, but not the obligation, to procure immediately the insurance and Franchisee shall reimburse Franchisor for the cost of the insurance plus reasonable expenses immediately upon written notice. Franchisee is required to submit to Franchisor a copy of a Certificate of Insurance, with Franchisor as an additional insured, showing compliance with the foregoing requirements at least thirty (30) days before Franchisee commences operation of the Studio. Franchisor shall have a security interest in all insurance proceeds to the extent Franchisee has any outstanding obligations to Franchisor.

11. RELATIONSHIP OF THE PARTIES; INDEMNIFICATION

11.1 **Independent Contractor**. The only relationship between Franchisor and Franchisee created by this Agreement is that of independent contractor. The business conducted by Franchisee is completely separate and apart from any business that may be operated by Franchisor and nothing in this Agreement shall create a fiduciary relationship between them or constitute either Party as agent, legal representative, subsidiary, joint venturer, partner, employee, servant or fiduciary of the other Party for any purpose whatsoever. Franchisee shall hold itself out to the public as an independent contractor operating the business pursuant to a license from Franchisor, and Franchisee agrees to take such action including exhibiting a notice to that effect in such content, form and place as Franchisor may specify. It is further specifically agreed that Franchisee is not an affiliate of Franchisor and that neither Party shall have authority to act for the other in any manner to create any obligations or indebtedness that would be binding upon the other Party. Neither Party shall be in any way responsible for any acts and/or omissions of the other, its agents, servants or employees and no representation to anyone will be made by either Party that would create an implied or apparent agency or other similar relationship by and between the Parties.

11.2 **Indemnification**. Franchisee agrees to indemnify, defend and hold Franchisor, its owners, affiliates, successors and assigns, and the directors, officers, owners, managers, employees, servants, and agents of each (collectively, the "Indemnitees"), harmless from and against any and all losses, damage, claims, demands, liabilities and causes of actions of every kind or character and nature, as well as costs and expenses incident thereto (including reasonable attorneys' fees and court costs), that are brought against any of the Indemnitees that arise out of or are otherwise related to Franchisee's or an Indemnitee's (a) breach or attempted breach of, or misrepresentation under, this Agreement or in connection with the offer/sale of the Studio prior to the execution of this Agreement; (b) ownership, construction, development, management, or operation of the Studio in any manner, including, without limitation, Franchisee's or an Indemnitee's employment practices; (c) gross negligence or intentional misconduct; and/or (d) alleging Franchisee's or its representatives' violation of Applicable Laws as set forth in Section 8.5 above. Notwithstanding the foregoing, any Indemnitee may choose to engage counsel and defend against any such claim and may require immediate reimbursement from the Franchisee of all expenses and fees incurred in connection with such defense. This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. Indemnitees need not seek recovery from any insurer or other third-party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully a claim against Franchisee under this Section. Any Indemnitee's failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that person may recover from Franchisee under this Section.

12. CONFIDENTIAL INFORMATION

12.1 **Franchisor's Confidential Information.**

A. Franchisee acknowledges and agrees that all information relating to the System and to the development and operation of the Studio, including, without limitation, the Learning Management System, Franchisor's training programs, members and supplier lists, customer data, or other information or know-how distinctive to the development or operation of a CycleBar Studio (all of the preceding information is referred to herein as the "Confidential Information") is considered to be proprietary and trade secrets of Franchisor. Confidential Information does not include information, knowledge, or know-how, which is lawfully known to the public without violation of applicable law or an obligation to Franchisor or its affiliates, or any Restricted Data. Franchisee (and its Owners, if Franchisee is a legal entity) agrees that during and after the Term, Franchisee will, and cause its spouses, immediate family members, affiliates, and assigns to: (i) process, retain, use, collect, and disclose Confidential Information strictly to the limited extent, and in such a manner, as necessary for the development and operation of the Studio in accordance with this Agreement, and not for any other purposes of any kind; (ii) process, retain, use, collect, and disclose Confidential Information strictly in accordance with the privacy policies and System Standards and Franchisee's and its representative's instructions; (iii) keep confidential and not disclose, sell, distribute, or trade Confidential Information to any person other than those of Franchisee's employees, independent contractors, and representatives who need to know such Confidential Information for the purpose of assisting Franchisee it is operation of the Studio in accordance with this Agreement; (iv) not make unauthorized copies of any portion of Confidential Information; (v) adopt and maintain administrative, physical, and technical safeguards to prevent unauthorized use or disclosure of any portion of Confidential Information, including by establishing reasonable security and access measures, restricting its disclosure to key personnel, and/or by requiring persons who have access to such Confidential Information to be bound by contractual obligations to protect such Confidential Information and preserve Franchisor's rights and controls in such Confidential Information, in each case that are no less protective or beneficial to Franchisor than the terms of this Agreement; and (vi) at Franchisor's request, destroy or return any portion of the Confidential Information. Upon Franchisor's request, Franchisee shall require the Studio's employees and any independent contractors to execute a nondisclosure and non-competition agreement in a form satisfactory to Franchisor. Franchisee shall not acquire any interest in the Confidential Information other than the right to utilize it in the development and operation of its Studio in accordance with this Agreement. If Franchisee or Franchisee's employees or any independent contractors learn about an unauthorized use of any Confidential Information, Franchisee must promptly notify Franchisor. Franchisor is not obligated to take any action but will respond to the information as it deems appropriate. If Franchisee at any time conducts, owns, consults with, is employed by or otherwise assists a similar or competitive business to that franchised hereunder, the doctrine of "inevitable disclosure" will apply, and it will be presumed that Franchisee is in violation of this covenant; and in such case, it shall be Franchisee's burden to prove that Franchisee is not in violation of this covenant.

B. Franchisee acknowledges that Franchisor is not making any representations or warranties, express or implied, with respect to the Confidential Information. Franchisor and its affiliates have no liability to Franchisee and its affiliates for any errors or omissions from the Confidential Information.

C. Franchisee agrees that any new concept, process or improvement in the operation or promotion of the Studio developed by or on behalf of Franchisee that relates to or enhances CycleBar

Studios or the System, or any aspect of Franchisor's business, shall be the sole property of Franchisor, and Franchisee shall promptly notify Franchisor and shall provide Franchisor with all necessary information and execute all necessary documents to memorialize said ownership, or, if necessary, Franchisee's assignment of such ownership to Franchisor, without compensation. Franchisee acknowledges that Franchisor may utilize or disclose such information to other Franchisees.

D. Notwithstanding the foregoing, nothing in this Agreement or any other agreement with Franchisor restricts or prohibits any person from initiating communications directly with, responding to any inquiries from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the U.S. Securities and Exchange Commission, or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. No person needs the prior authorization of Franchisor to engage in conduct protected by the preceding sentence, and no person needs to notify Franchisor that such person has engaged in such conduct.

12.2 **Injunctive Relief**. Franchisee expressly agrees that the existence of any claims it may have against Franchisor, whether or not arising out of this Agreement, shall not constitute a defense to the enforcement of this Article 12. Franchisee acknowledges and agrees that any failure to comply with the requirements of this Article 12 will cause Franchisor irreparable injury for which no adequate remedy at law is available, and Franchisee accordingly agrees that Franchisor shall be entitled to injunctive relief as specified in Section 16.5 herein to enforce the terms of this Article 12. Franchisee shall pay all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Franchisor in connection with the enforcement of this Article 12. The foregoing remedies shall be in addition to any other remedies Franchisor may have under this Agreement or applicable law.

13. COVENANTS NOT TO COMPETE

13.1 **Non-Competition Covenants of Franchisee**.

A. *During the Term of this Agreement*. Franchisee agrees that neither Franchisee, its principals, owners, or guarantors, nor any immediate family of Franchisee, its principals, owners, or guarantors ("Restricted Parties"), will, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation own, maintain, engage in, be employed or serve as an officer, director, or principal of, lend money or extend credit to, lease/sublease space to, or have any interest in or involvement with any fitness or exercise business (except a business that it operates pursuant to a franchise agreement with Franchisor or its affiliates), any fitness or exercise marketing or consulting business, any business offering products of a similar nature to those of the Studio, or in any business or entity which franchises, licenses or otherwise grants to others the right to operate such aforementioned businesses (each a "Competing Business"). Franchisee further agrees that, during the Term, the Restricted Parties shall not divert, or attempt to divert, any customer or prospective customer to a Competing Business in any manner.

B. *After the Term of this Agreement*. Franchisee agrees that, unless (and then only to the extent) prohibited by Applicable Law, Franchisee, the Restricted Parties, and its owners will comply with the following:

(1) *Prohibition on Franchising Activities*. For two (2) years after the expiration or termination (by Franchisor or by Franchisee for any reason) of this Agreement or after Franchisee has assigned its interest in this Agreement, neither Franchisee nor any other Restricted Party will, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation, be involved with any business that competes in whole or in part with Franchisor by offering

or granting licenses or franchises, or establishing joint ventures, for the ownership or operation of a Competing Business. The geographic scope of the covenant contained in this Section is any location where Franchisor can demonstrate it has offered or sold franchises as of the date this Agreement is terminated or expires.

(2) *Prohibition on Competing Businesses*. For two (2) years after the expiration or termination (by Franchisor or by Franchisee for any reason) of this Agreement or after Franchisee has assigned its interest in this Agreement, neither Franchisee nor any other Restricted Party will own, maintain, engage in, be employed as an officer, director, or principal of, lend money to, extend credit to, lease/sublease space to, or have any interest in or involvement with, any other Competing Business: (i) at the Authorized Location; or (ii) within a ten (10) mile radius of (a) the Authorized Location, or (b) any other CycleBar Studio owned by Franchisor, its affiliates, or any franchisee, which is open, under lease or otherwise under development as of the date this Agreement expires or is terminated.

(3) *Transfer of All Ownership Interests.* If an owner of Franchisee ceases to be an owner of Franchisee for any reason, the former owner shall comply with the provision of this Section 13.1.B as though this Agreement were terminated as of the date on which the owner ceased to be an owner.

13.2 **Non-Solicitation Covenants**.

A. *During the Term of this Agreement*. Franchisee agrees that it will not, during the Term of this Agreement, divert or seek to divert customers from another CycleBar Studio to its Studio.

B. *After the Term of this Agreement*. Franchisee agrees that, for two (2) years after the expiration or termination (by Franchisor or by Franchisee for any reason) of this Agreement or after Franchisee has assigned its interest in this Agreement, neither Franchisee nor any other Restricted Party will (i) solicit business from customers of Franchisee's former Studio or any other CycleBar Studio, or (ii) contact any of Franchisor's suppliers or vendors for any competitive business purpose.

13.3 **Enforcement of Covenants**.

A. Franchisee expressly agrees that the existence of any claims it may have against Franchisor, whether or not arising out of this Agreement, shall not constitute a defense to the enforcement of the covenants in this Article 13. Franchisee acknowledges and agrees that in view of the nature of the System and the business of Franchisor, the restrictions contained in this Article 13 are reasonable and necessary to protect the legitimate interests of the System and Franchisor. Franchisee further acknowledges and agrees that Franchisee's violation of the terms of this Article 13 will cause irreparable injury to Franchisor for which no adequate remedy at law is available, and Franchisee accordingly agrees that Franchisor shall be entitled to preliminary and permanent injunctive relief and damages, as well as, an equitable accounting of all earnings, profits, and other benefits arising from such violation, which remedies shall be cumulative and in addition to any other rights or remedies to which Franchisor shall be entitled. Franchisee agrees to waive any bond that may be required or imposed in connection with the issuance of any preliminary or provisional relief. Franchisee shall pay all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Franchisor in connection with the enforcement of this Article 13. If Franchisee violates any restriction contained in this Article 13, and it is necessary for Franchisor to seek equitable relief, the restrictions contained herein shall remain in effect until two (2) years after such relief is granted. If Franchisee contests the enforcement of Article 13 and enforcement is delayed pending litigation, and if Franchisor prevails, the period of non-competition shall be extended for an additional period equal to the period of time that enforcement of this Article 13 is delayed.

B. Franchisee agrees that the provisions of this covenant not to compete are reasonable. If, however, any court should find this Article 13 or any portion of this Article 13 to be unenforceable and/or unreasonable, the court is authorized and directed to reduce the scope or duration (or both) of the provision(s) in issue to the extent necessary to render it enforceable and/or reasonable and to enforce the provision so revised.

C. Franchisor shall have the right, in Franchisor's discretion, to reduce the scope of any covenant not to compete set forth in this Agreement, or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee shall comply with any covenant as so modified.

14. TRANSFER OF INTEREST

14.1 **Franchisor's Consent Required**. All rights and interests of Franchisee arising from this Agreement are personal to Franchisee and except as otherwise provided in this Article 14, Franchisee shall not, without Franchisor's prior written consent, voluntarily or involuntarily, by operation of law or otherwise, sell, assign, transfer, pledge or encumber its interest in this Agreement, in the license granted hereby, in the assets of the Studio, any of its rights hereunder, in the lease for the premises at which the Studio is located, or in the control or management of the Studio (each a "Transfer"), and any purported Transfer shall be null and void. If Franchisee is a corporation, limited liability, partnership, or an individual or group of individuals, any assignment (or new issuance), directly or indirectly, occurring as a result of a single transaction or a series of transactions that alters the percentages of ownership interests reflected on Exhibit 1 to this Agreement must promptly be reported to Franchisor and is a Transfer within the meaning of this Article 14. Any proposed Transfer shall be subject to Franchisor's right of first refusal provided in Section 14.5 below.

14.2 **Conditions for Consent of Transfer**. Franchisee must provide Franchisor with all information or documents that Franchisor requests about the proposed Transfer, the transferee, and its owners. Upon Franchisor's receipt of such information, Franchisor shall not unreasonably withhold its consent of a proposed transfer, provided that the prospective transferee, in Franchisor's reasonable judgment, and as demonstrated by satisfactory background and credit checks (including bankruptcy search, criminal and litigation histories, United States Office of Foreign Assets Control search, and politically exposed persons PEP search) conducted by reputable agencies and sources, is of good moral character and reputation, has no conflicting interests, has a good credit rating and sufficient and competent business experience, aptitude and financial resources acceptable to Franchisor's then-current standards for franchisees; and that the following conditions are met: (1) Franchisee pays Franchisor a transfer fee in an amount equal to $10,000 (except in those cases set forth at the end of this Section where only an administrative fee is charged); (2) Franchisee and its related parties sign a prescribed form of general release in favor of Franchisor and its related parties in a form acceptable to Franchisor; (3) the proposed transferor and transferee and their respective owners must execute a form of consent to transfer pursuant to which, at Franchisor's option, either (a) transferee agrees to execute Franchisor's then-current form of franchise agreement that will then govern the balance of the Term, or (b) this Agreement is assigned to and assumed by the proposed transferee; (4) the Studio and equipment must be upgraded, refurbished or repaired if Franchisor, in its sole discretion, decides it is necessary; (5) the transferee (a) completes (or has its Operating Principal complete) the Owner/Operator Module and has its Designated Manager complete the Designated Manager Training Program, and (b) has at least one (1) Authorized Instructor prior to reopening, and/or resuming the provision of Approved Services at, the Studio; (6) all monies owed, however arising, by Franchisee or its affiliates to Franchisor, its affiliates, and all suppliers to the Studio are paid; and (7) there must not be an outstanding default of any provision of this Agreement or of any other agreement between Franchisee (or its affiliates) and Franchisor (or its affiliates). Instead of the standard transfer fee, Franchisee must pay an administrative fee at the time of proposing any transfer or assignment amounting to (a) $750 if Franchisee is an individual (or individuals) and the transfer is from Franchisee to an entity that is wholly owned by such individual(s), or (b) $1,500 if the transfer is from Franchisee to an immediate family member.

14.3 **Death or Disability of Franchisee**. In the event of the death or disability of Franchisee, if an individual, or of a stockholder of a corporate Franchisee, or of a partner of a Franchisee which is a partnership, or a member of a Franchisee which is a limited liability company, the transfer of Franchisee's or the deceased stockholder's, partner's or member's interest in this Agreement to his or her heirs, trust, personal representative or conservators, as applicable, must occur within six (6) months of the death or disability, but, shall not be deemed a Transfer by Franchisee (provided that the responsible management employees or agents of Franchisee have been satisfactorily trained at Franchisor's Initial Training Program) nor obligate Franchisee to pay any transfer fee. If Franchisor determines (i) there is no imminent transfer to a qualified successor or (ii) there is no heir or other principal person capable of operating the Studio, Franchisor shall have the right, but not the obligation, to immediately appoint a manager and commence operating the Studio on behalf of Franchisee or its estate. Franchisee shall be obligated to, and shall, pay to Franchisor all reasonable costs and expenses for such management assistance, including without limitation, the manager's salary, room and board, travel expenses and all other related expenses of the Franchisor appointed manager. Operation of the Studio during any such period shall be for and on behalf of Franchisee, provided that Franchisor shall only have a duty to utilize reasonable efforts and shall not be liable to Franchisee or its owners for any debts, loses or obligations incurred by the Studio, or to any creditor of Franchisee for any supplies, inventory, equipment, furniture, fixtures or services purchased by the Studio during any period in which it is managed by a Franchisor appointed manager. Franchisor may, in its sole discretion, extend the six (6) month period of time for completing a transfer contemplated by this Section.

14.4 **Relocation**. Franchisee may not relocate the Studio from the Authorized Location without Franchisor's prior written approval, which Franchisor may provide in its sole discretion. Franchisee agrees and acknowledges that: (i) it must pay Franchisor a $5,000 relocation fee at the time Franchisee makes any relocation request; and (ii) Franchisor is not likely to approve any relocation request unless (a) due to extreme circumstances that are beyond Franchisee's control, and (b) Franchisee is in full compliance with this Agreement.

14.5 **Franchisor's Right of First Refusal**. If Franchisee (or any of its owners) desire to engage in a Transfer, Franchisee (or its owners) agree to obtain from a responsible and fully disclosed buyer, and send to Franchisor, a true and complete copy of a bona fide, executed written offer (which may include a letter of intent) relating exclusively to an interest in Franchisee or in this Agreement and the Studio. The offer must include details of the payment terms of the proposed sale and the sources and terms of any financing for the proposed purchase price. To be a valid, bona fide offer, the proposed purchase price must be in a dollar amount, and the proposed buyer must submit with its offer an earnest money deposit equal to five percent (5%) or more of the offering price. The right of first refusal process will not be triggered by a proposed Transfer that would not be allowed under Sections 14.1 and 14.2 above. Franchisor may require Franchisee (or its owners) to send to Franchisor copies of any materials or information sent to the proposed buyer or transferee regarding the possible transaction.

A. Within 30 days after Franchisor receives an exact copy of the bona fide offer and all information that Franchisor requests, Franchisor may, by written notice delivered to Franchisee or its selling owner(s), elect to purchase the interest offered for the price and on the terms and conditions contained in the offer. Franchisor may substitute any form of payment proposed in the offer as acceptable consideration. Franchisee and its owners must make all customary representations and warranties given by the seller of the assets of a business or the ownership interests in a legal entity, as applicable, and Franchisee and its selling owner(s) (and their immediate family members) must comply with the obligations regarding Competing Businesses, as though this Agreement had expired on the date of the purchase. Franchisor has the unrestricted right to assign this right of first refusal to its affiliate or an unaffiliated third party, who then will have the rights described in this Section 14.5.

B. If Franchisor decides not to exercise its right of first refusal, Franchisee or its owners may complete the sale to the proposed buyer on the original offer's terms, but only if Franchisor otherwise consented to the Transfer in accordance with, and Franchisee (and its owners) and the transferee comply with the conditions in, Sections 14.1 and 14.2 above. If Franchise does not complete the sale to the proposed buyer within 60 days after either Franchisor notifies Franchisee that it does not intend to exercise its right of first refusal or the time Franchisor's exercise expires, or if there is a material change in the terms of the sale (which Franchisee agrees to tell Franchisor promptly), Franchisor or its designee will have an additional right of first refusal during the 30-day period following either the expiration of the 60-day period or Franchisor's receipt of notice of the material change(s) in the sale's terms, either on the terms originally offered or the modified terms, at Franchisor's or its designee's option.

14.6 **Transfer by Franchisor**. Franchisor shall have the right to transfer, assign or delegate all or any part of its rights or obligations herein to any person or legal entity, directly or indirectly, by merger, assignment, pledge or other means.

15. DEFAULT AND TERMINATION OF AGREEMENT

15.1 **Termination of Franchise by Franchisor**. Franchisor shall have the right to terminate this Agreement for "good cause" upon delivering notice of termination to Franchisee. For purposes of this Agreement, "good cause" shall include, without limitation: (i) a material breach of this Agreement or any other agreement between Franchisee and Franchisor or any of Franchisor's affiliates, (ii) intentional, repeated or continuous breach of any provision of this Agreement or any other agreement between Franchisee and Franchisor or any of Franchisor's affiliates, and (iii) the breaches (and, if applicable, failure to cure such breaches) described below in this Section 15.

A. *Immediate Termination*. Franchisee shall be deemed to be in default and Franchisor may terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon receipt of notice by Franchisee, and such termination shall be for good cause where the grounds for termination are:

(1) Franchisee has made any material misrepresentation or omission in the Application Materials or otherwise in connection with applying for the franchise or in executing or performing under this Agreement or any other agreement between Franchisee and Franchisor or any of Franchisor's affiliates;

(2) Franchisee becomes insolvent by reason of Franchisee's inability to pay debts as they become due, or makes an assignment for the benefit of creditors or makes an admission of Franchisee's inability to pay obligations as they become due;

(3) Franchisee files a petition in bankruptcy, or an involuntary petition in bankruptcy is filed against Franchisee or a receiver is appointed for Franchisee's business, or a final judgment remains unsatisfied or of record for thirty (30) days or longer; or if Franchisee is a corporation, limited liability company or partnership, Franchisee is dissolved;

(4) Franchisee voluntarily or otherwise abandons the Studio. For purposes of this Agreement, the term "abandon" means: (i) failure to actively operate the Studio for more than two (2) business days without Franchisor's prior written consent; or (ii) any other conduct on the part of Franchisee or its principals that Franchisor determines indicates a desire or intent to discontinue operating the Studio in accordance with this Agreement or the Learning Management System;

(5) Franchisee or any of its principal officers, directors, partners or managing members is convicted of or pleads no contest to a felony or other crime or offense that adversely affect the reputation of the System or the goodwill associated with the Marks;

(6) Franchisee or its owners make an unauthorized direct or indirect Transfer or attempted or purported Transfer or fails or refuses to transfer the Franchise or the interest in the Franchise of a deceased or disabled controlling owner thereof as required;

(7) Franchisee falsifies any financial reports or records required to be provided by Franchisee to Franchisor under this Agreement;

(8) Franchisee's: (i) disclosure, utilization, or duplication of any portion of the System, the Learning Management System or other proprietary or Confidential Information relating to the Studio that is contrary to the provisions of this Agreement; or (ii) use of the Marks in any manner not expressly authorized by Franchisor;

(9) Franchisee violates any health or safety law, ordinance or regulation or operates the Studio in a manner that presents a health or safety hazard to its members or to the public;

(10) Franchisee fails to execute a written premises lease accepted by Franchisor for the operation of the Studio at the Authorized Location by the Lease Execution Deadline, unless Franchisor agrees to otherwise in writing;

(11) Franchisee fails to conduct the Studio's Soft Opening by the Opening Deadline with Franchisor's approval, unless Franchisor agrees to otherwise in writing;

(12) Franchisee defaults under the lease agreement or otherwise loses the right to possess the premises at the location at which the Studio is located;

(13) Franchisee fails to comply with the covenants not to compete as required in Article 13 herein;

(14) Franchisee permits the offer or sale of products and services other than the Approved Services at the Studio in violation of the terms of this Agreement on two (2) or more occasions in any 24-month period, regardless of whether Franchisee subsequently cured the prior default(s);

(15) Franchisee fails to comply with its obligations under Section 17.6 herein;

(16) Franchisee, after curing a default pursuant to Section 15.1.B herein, commits the same act of default again within any six (6)-month period whether or not such default is cured after notice thereof is delivered to Franchisee; or

(17) Franchisee (or any of its owners) fails on three (3) or more separate occasions within any twelve (12) consecutive month period to comply with any provision of this Agreement, whether or not Franchisor notifies Franchisee of the failures, and if Franchisor does notify Franchisee of the failures, whether or not Franchisee corrects the failures after Franchisor's delivery of notice to Franchisee.

B. *Termination with Notice*. In addition to the provisions of Section 15.1.A, if Franchisee shall be in default under the terms of this Agreement and the default shall not be cured or remedied (to Franchisor's satisfaction) within thirty (30) days after receipt of written notice from Franchisor (or 10 days' prior notice in the event of a default that is described in Subsections (6), (7) or (8) below), in addition to all other remedies available to Franchisor at law or in equity, Franchisor may immediately terminate this Agreement on written notice to Franchisee. Franchisee shall be in default, and each of the following shall constitute good cause for termination under this Section:

(1) Failure, refusal or neglect by Franchisee to obtain Franchisor's prior written acceptance, approval or consent any time such acceptance, approval or consent is required by this Agreement;

(2) Franchisee's failure to comply with any provision of this Agreement that does not otherwise provide for immediate termination, or Franchisee's bad faith in carrying out the terms of this Agreement;

(3) Failure by Franchisee to maintain books and financial records for the Studio suitable for proper financial audit or failure by Franchisee to permit Franchisor to carry out its rights to conduct an inspection or audit as provided in this Agreement or failure by Franchisee to submit as required by this Agreement all reports, records and information of the Studio;

(4) Franchisee, or if Franchisee has elected not to directly supervise "on-premises" the day-to-day Studio operations, then Franchisee's management employee, fails to complete, to Franchisor's satisfaction, the Initial Training Program as provided in this Agreement;

(5) Franchisee fails to pay when due any amount owing to Franchisor or its affiliates under this Agreement or any other agreement, or is unable to obtain adequate financing to cover all costs of developing, opening and operating the Studio;

(6) Franchisee fails to pay when due any amounts owing to any person or entity in connection with the construction, leasing, financing, operation or supply of the Studio;

(7) Franchisee closes any bank account without completing all of the following after such closing: (i) immediately notifying Franchisor in writing, (ii) immediately establishing another bank account, and (iii) executing and delivering to Franchisor all documents necessary for Franchisor to begin and continue making withdrawals from such bank account by electronic funds transfer;

(8) Franchisee fails to maintain or suffers cancellation of any insurance coverage required under this Agreement or Applicable Laws;

(9) Franchisee allows (a) the Approved Services to be provided by anyone other than an Authorized Instructor, or (b) Instructor Bootcamp to be provided by anyone other than a Master Trainer that has been approved by Franchisor to provide Instructor Bootcamp;

(10) Franchisee offers in conjunction with the operation of the Studio products or services that have not been approved by Franchisor;

(11) Franchisee fails to abide by the pertinent marketing and advertising requirements and procedures and participate in marketing programs for the Studio as established by Franchisor;

(12) Franchisee fails to (i) comply with the Performance Standards as set forth in Section 8.7 of this Agreement and fails to participate in and implement all temporary and permanent corrective measures mandated by Franchisor to address such non-compliance, (ii) comply with System Standards for cleanliness, customer service, equipment maintenance, and any other System Standards which effect or enhance the member experience at the Studio, or (iii) achieve the Minimum Monthly Gross Sales Quota described in Section 8.7 during any trailing 36-month period, regardless of its participation in any corrective training programs mandated by Franchisor; or

(13) Franchisee fails to (a) utilize Franchisor's then-current approved supplier to provide the Opening Support Program, (b) actively engage in the Pre-Sales Phase activities set forth in the

plan that Franchisor and/or its approved supplier approves in connection with the Opening Support Program, and/or (c) fails to timely acquire the Pre-Sales and Soft Opening Retail Inventory Kit or expend the required minimum amounts that Franchisor prescribes in connection with the Pre-Sales Phase and other pre-opening activities designed to promote the Studio consistent with the terms of this Agreement.

15.2 **Cross-Default**. If there are now, or hereafter shall be, other franchise agreements or any other agreements in effect between Franchisee or any of its affiliates and Franchisor or any of its affiliates, a default by Franchisee or any of its affiliates and/or owners under the terms and conditions of this Agreement or any other such agreement, shall at the option of Franchisor, constitute a default under this Agreement and all such other agreements.

15.3 **Obligations of Franchisee upon Termination or Expiration**. Immediately upon termination or expiration of this Agreement for any reason:

A. All rights, privileges and licenses granted by Franchisor to Franchisee shall immediately cease and be null and void and of no further force and effect, and all such rights, privileges and licenses shall immediately revert to Franchisor;

B. Franchisee shall cease operating the Studio, and shall immediately, at its own expense, remove and cease using or displaying all signs, obliterate or remove all letterheads, labels or any other item or form of identification that would in any way link or associate Franchisee, its goods and/or services with Franchisor, and shall immediately cease to use, in any manner, the Marks, Confidential Information, System and any other intellectual property of Franchisor or its affiliates;

C. Franchisee shall immediately terminate all advertising and promotional efforts and any other act that would in any way indicate that Franchisee is or was ever an authorized CycleBar Studio franchisee;

D. Franchisee shall cancel any assumed name of Franchisee or equivalent registration that contains any Mark, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within five (5) days after termination or expiration of this Agreement;

E. Franchisee agrees not to use any reproduction, counterfeit, copy, or colorable imitation of the Marks that is likely to cause confusion, mistake or deception, or that is likely to dilute Franchisor's rights in and to the Marks, and further agrees not to use any trade dress or designation of origin or description or representation that falsely suggests or represents an association or connection with Franchisor;

F. Franchisee shall pay all amounts owing to Franchisor and its approved suppliers under this Agreement and otherwise in connection with the Studio. In the event of termination for any default of Franchisee, such sums shall include all damages, costs and expenses, including reasonable legal fees, incurred by Franchisor as a result of the default;

G. Franchisee shall comply with the covenants set forth in Articles 12 and 13 of this Agreement;

H. Franchisee shall, at Franchisor's option, assign to Franchisor any interest that Franchisee has in any lease for the premises of the Studio; and

I. Franchisor shall have the option, exercisable by giving written notice thereof within thirty (30) days from the date of such termination or expiration to purchase any and all equipment, furniture, fixtures, signs, sundries and supplies owned by Franchisee and used in the Studio, at the lesser of (i)

Franchisee's cost less depreciation computed on a reasonable straight line basis (as determined in accordance with generally accepted accounting principles and consistent with industry standards and customs) or (ii) fair market value of such assets, less (in either case) any outstanding liabilities of the Studio. In addition, Franchisor shall have the option to assume Franchisee's lease for the lease location of the Studio, or if an assignment is prohibited, a sublease for the full remaining term on the same terms and conditions as Franchisee's lease. No value will be attributed to the value of the Marks or the System or to the assignment of the lease (or sublease) for the premises or the assignment of any other assets used in conjunction with the Studio, and Franchisor will not be required to pay any separate consideration for any such assignment or sublease.

If the Parties cannot agree on fair market value within thirty (30) days of Franchisor's notice of intent to purchase, fair market value shall be determined by an experienced, professional and impartial third-party appraiser without regard to goodwill or going concern value, designated by Franchisor and acceptable to Franchisee, whose determination shall be final and binding on both Parties. The cost of such appraisal shall be borne equally by Franchisor and Franchisee. If the Parties cannot agree upon an appraiser, one shall be appointed by the American Arbitration Association, upon petition of either Party.

Franchisor shall have the right to withhold from the purchase price funds sufficient to pay all outstanding debts and liabilities of Franchisee and the Studio and to pay such debts and liabilities from such funds.

J. Franchisor and Franchisee agree that Franchisor will suffer compensable damages including, among others, the amount of the Royalty and Fund Contributions it would have received, and for which it bargained in entering into this Agreement, if Franchisee terminates this Agreement without cause or Franchisor terminates this Agreement because of Franchisee's breach (the "Lost Revenue Damages"). Franchisor and Franchisee acknowledge that, because Royalty and Fund Contributions are calculated as a percentage of the Studio's Gross Sales, it will be impossible to calculate Lost Revenue Damages once the Studio ceases operation. To bring certainty to that determination, Franchisor and Franchisee agree that Lost Revenue Damages will equal the net present value of: (1) the lesser of 36 or the number of calendar months remaining on the Term absent the termination, multiplied by (2) the sum of the Royalty and Fund Contribution percentages in effect as of the termination date, multiplied by (3) the average monthly Gross Sales of the Studio during the 24 full calendar months immediately preceding the termination date, minus (4) any cost savings Franchisor experienced as a result of the termination; provided, however, that if (i) as of the termination date, the Studio had not operated a full 24 calendar months, monthly average Gross Sales will equal the highest monthly Gross Sales achieved during the period in which it operated, and (ii) if the termination was based on Franchisee's unapproved closure of the Studio, average monthly Gross Sales would be based on the 24 full calendar months immediately preceding the closure of the Studio.

Franchisor and Franchisee acknowledge and agree that (a) their agreement on the calculation of Lost Revenue Damages is a reasonable determination of actual damages that will be suffered by Franchisor in the event of a termination as described above and is not a penalty, and (b) Lost Revenue Damages represent only lost Royalty and Fund Contributions, and the right to recover such damages is not exclusive of and does not replace any other rights Franchisor has under this Agreement or applicable law if this Agreement is terminated as described above, including the right to seek other damages it suffers as a result of a termination as described above or the events on which such termination was based.

K. Termination or expiration of this Agreement shall not affect, modify or discharge any claims, rights, causes of action or remedies, which Franchisor may have against Franchisee, whether under this Agreement or otherwise, for any reason whatsoever, whether such claims or rights arise before or after termination.

15.4 **Franchisor's Rights and Remedies in Addition to Termination**. If Franchisee shall be in default in the performance of any of its obligations or breach any term or condition of this Agreement, in addition to Franchisor's right to terminate this Agreement, and without limiting any other rights or remedies to which Franchisor may be entitled at law or in equity, or if Franchisor has issued a notice to Franchisee in exercise of its rights to purchase the Studio under Section 15.3.I above, then, Franchisor may, at its election, immediately or at any time thereafter, and without notice to Franchisee, cure such default on Franchisee's behalf and, in its discretion, either directly or through its designee, enter upon and take possession of the Studio, for a period not to exceed 180 days, and thereafter take, in the name of Franchisee, all other actions necessary to effect the provisions of this Agreement. Franchisee agrees that any such entry or other action shall not be deemed a trespass or other illegal act, and Franchisor shall not be liable in any manner to Franchisee for so doing, and Franchisee shall pay the entire cost thereof to Franchisor on demand, including reasonable compensation to Franchisor for the management of the Studio. If Franchisor exercises its rights under this Section, then Franchisor is not required to use Franchisee's employees and reserves the right to designate its own personnel to manage and operate the Studio.

A. During the period in which Franchisor or its designee operates the Studio under this Section, Franchisee will cooperate with Franchisor and its designees to support the operation of the Studio in compliance with all the System Standards, including making available any and all books, records, and accounts. Franchisee agrees that all funds derived from the operation of the Studio during this period will be held and used solely by Franchisor or its designee, will be used to pay expenses associated with the operation of the Studio (including payment of any fees and other amounts owed by Franchisee to Franchisor under this Agreement and Franchisor's then-current fee for such interim operation of the Studio), and will be accounted for separately from Franchisor's other revenue and expenses.

B. Franchisee agrees that Franchisor or its designee must exercise only a reasonable degree of care in operating the Studio and is under no duty to take extraordinary measures or, in any way, fund the operations to ensure the Studio's success or continued operations during or after such period. Franchisee agrees that it continues to bear the sole liability for any and all accounts payable, obligations, and/or contracts, including all obligations under the Studio lease and all obligations to its vendors and employees and contractors, unless and until Franchisor expressly assumes them in connection with the purchase of the Studio under Section 15.3.I above. Franchisor may elect to cease such interim operations of the Studio at any time with notice to Franchisee. Franchisor (or its designee) will not be liable to Franchisee or its owners for any debts, losses, or obligations the Studio incurs, or to any of Franchisee's creditors.

C. Franchisor's decision to operate the Studio on an interim basis, will not affect Franchisor's right to terminate this Agreement under Section 15.1.A(4) above. Franchisee's indemnification obligations set forth under Section 11.2 will continue to apply during any period that Franchisor or its designee operate the Studio.

16. RESOLUTION OF DISPUTES

16.1 **Governing Law**. Franchisor and Franchisee agree that all matters relating to arbitration will be governed by the substantive and procedural provisions of the Federal Arbitration Act (9 U.S.C. §§1 et seq.), which they acknowledge and agree will supersede any conflicting provisions of any state's laws relating to arbitration. Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), or other applicable federal laws, this Agreement and any other agreement between Franchisor (or its parents, affiliates, and subsidiaries) and Franchisee (or its parents, affiliates, and subsidiaries, if applicable), and the rights granted and relationships created thereunder, shall be governed by the internal laws of the State of Virginia, without regard to its conflicts of laws rules, except that (i) any disputes or actions involving any non-competition covenants set forth in this Agreement or any other agreement, including the interpretation and enforcement thereof, shall be governed by the law of the state where the Studio is located and (ii) any franchise-specific or franchise-applicable laws of the Commonwealth of Virginia, including those related to pre-sale disclosure and the franchise relationship generally, will not apply to this Agreement or franchise awarded hereunder unless the awarding of said franchise meets all jurisdictional and other requirements to specifically fall within the scope of such Virginia laws, regulations or statutes without reference to and independent of any reference to this choice of law provision. The Parties further acknowledge and agree that the adoption of Virginia law in this Section is not intended to circumvent or, in any manner, satisfy any jurisdictional requirements contained in any such laws that are expressly and specifically directed to the offer or sale of franchises or the relationships between franchisors and franchisees.

16.2 **Internal Dispute Resolution**. The Parties each agree that, except as set forth in Section 16.5 below, before it (or any of its parents, affiliates, or subsidiaries, or their respective owners, officers, directors, employees, or representatives) initiates an arbitration or litigation against the other Party (or any of the other Party's parents, affiliates, or subsidiaries, or their respective owners, officers, directors, employees or representatives), the Party initiating arbitration or litigation will provide the other Party with written notice of the underlying claim or dispute specifying, in detail, the precise nature and grounds of the claim or dispute. Within thirty (30) days after delivery of such claim or dispute, the Parties will use good faith efforts to discuss and resolve the claim or dispute informally for a reasonable period which shall be no more than sixty (60) days unless mutually extended by the Parties. The Parties must personally participate in the informal dispute resolution conference. The statute of limitations and any arbitration filing fee deadlines shall be tolled while the Parties engage in the internal dispute resolution process described in this Section.

16.3 **Mediation**. Except as provided in Section 16.5 below, the Parties agree to submit any claim or dispute that they are unable to resolve informally, as described in Section 16.2 above, to mediation to be conducted by JAMS using its then-current mediation rules and procedures (see www.jamsadr.com/mediation) and to take place at Franchisor's or, as applicable, Franchisor's successor's or assign's, then-current principal place of business (currently, Charlottesville, Virginia), or via a videoconferencing platform, if both Parties agree. Each Party will bear its own costs in participating in the mediation, and Franchisor and Franchisee will share JAMS' and the mediator's fees and costs equally. Neither Party will be required to mediate for more than one (1) day.

16.4 **Mandatory Binding Arbitration**. If Franchisor waives the obligation to mediate (as described in Section 16.3) or the informal dispute processes described in Sections 16.2 and 16.3 do not resolve the claim or dispute to the Parties' satisfaction, all controversies, disputes, or claims between Franchisor, or any of its parents, affiliates, and subsidiaries, and its and their respective owners, officers, directors, agents, and employees (the "Franchisor Parties"), on the one hand, and Franchisee, or any of its parents, affiliates, and subsidiaries, and its and their respective owners, guarantors, officers, directors, agents, and employees (the "Franchisee Parties"), on the other hand, arising out of or related to: (1) this Agreement or any other agreement between any of the Franchisor Parties and Franchisee Parties; (2) the relationships between any Franchisor Parties and Franchisee Parties; (3) the scope or validity of this Agreement or any other agreement referenced in clause (1) above or any provision of any of such agreements (including the validity and scope of the arbitration provision under this Section, which Franchisor and Franchisee acknowledges is to be determined by an arbitrator, not a court); or (4) any System Standard, must be submitted for binding arbitration, on demand of either Party, to JAMS. If any Party initiates arbitration or files any counterclaim, it must submit a personally-signed verification therewith. The arbitration proceedings will be conducted by one mutually acceptable arbitrator and, except as this Section otherwise provides, according to JAMS' then-current Comprehensive Arbitration Rules & Procedures (see www.jamsadr.com/rules-comprehensive-arbitration/) or, if applicable, then-current Mass Arbitration Procedures & Guidelines (see https://www.jamsadr.com/mass-arbitration-procedures). If the Parties are unable to agree on an arbitrator, an arbitrator having at least five (5) years' experience in the areas involved will be appointed by JAMS. All proceedings will be conducted at a suitable location chosen by the arbitrator that is within 50 miles of Franchisor's (or its successor's or assign's, as applicable) then-current principal place of business (currently, Charlottesville, Virginia), or via a videoconferencing platform, if both Parties agree. All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). The interim and final awards of the arbitrator shall be final and binding upon each Party, and judgment upon the arbitrator's awards may be entered in any court of competent jurisdiction.

A. The arbitrator has the right to award or include in his or her awards any relief which he or she deems proper, including money damages, pre- and post-award interest, interim costs and attorneys' fees, specific performance, and injunctive relief, provided that the arbitrator may not declare any of the trademarks owned by Franchisor, or its parents, affiliates, and subsidiaries, generic or otherwise invalid, or award any punitive or exemplary damages against any Party to the arbitration proceeding (Franchisor and Franchisee hereby waiving to the fullest extent permitted by law any such right to or claim for any punitive or exemplary damages against any Party to the arbitration proceeding). Except as otherwise stated in this Agreement, the arbitrator shall have no authority to issue any relief on any basis other than an individual basis.

B. The Parties agree that each Party will pay its share of fees and costs in accordance with applicable JAMS rules. If a Party fails to timely pay such fees or costs, the other Party may, in its discretion, advance such costs on behalf of the nonpaying Party. To the extent permitted by applicable law, at the conclusion of the arbitration, the arbitrator shall award to the prevailing Party its fees and costs, including all reasonable experts', attorneys' and other professionals' fees incurred in the proceedings.

C. In any arbitration proceeding, each Party will be bound by the provisions of any applicable contractual or statutory limitations provision, whichever expires earlier. Each Party must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding. Any claim which is not submitted or filed as required will be forever barred. The arbitrator may not consider any settlement discussions or offers that might have been made by any Party.

D. The arbitrator shall have full authority to manage any necessary exchange of information among the Parties with a view to achieving an efficient and economical resolution of the dispute. The Parties may only serve reasonable requests for documents, which must be limited to documents upon which a Party intends to rely or documents that are directly relevant and material to a significant disputed issue in the case or to the case's outcome. The document requests shall be restricted in terms of time frame, subject matter and persons or entities to which the requests pertain, and shall not include broad phraseology such as "all documents directly or indirectly related to."

E. The provisions of this Section are intended to benefit and bind certain third-party non-signatories. The provisions of this Section will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. Any provisions of this Agreement below that pertain to judicial proceedings shall be subject to the agreement to arbitrate contained in this Section.

F. In the event any portion of this Section is deemed unenforceable, the remainder of this agreement to arbitrate will be enforceable.

G. The parties to any mediation or arbitration will execute an appropriate confidentiality agreement, excepting only such disclosures and filings as are required by law.

16.5 **Other Proceedings (Right to Injunctive Relief)**. Nothing in this Agreement, including the provisions of Sections 16.2 through 16.4, bars a Party's right to seek and obtain in any court of competent jurisdiction injunctive or other equitable relief against actual or threatened conduct that it believes is likely to cause loss or damage to its trademarks (including the Marks), its proprietary information, or its systems (including the System), in each case, under customary equity rules, including applicable rules for obtaining restraining orders and injunctions. Each Party agrees that the other may obtain such injunctive relief in addition to such further or other relief as may be available at law or in equity. The Parties agree that the Party seeking injunctive relief pursuant to this Section will not be required to post a bond to obtain injunctive relief and that the only remedy for a Party if an injunction is entered against it will be the dissolution of that injunction, if warranted, upon due hearing (all claims for damages by injunction being expressly waived hereby).

16.6 **Consent to Jurisdiction**. Subject to the obligation to submit to binding arbitration under Section 16.4 above, Franchisor and Franchisee agree that all controversies, disputes, or claims between them or any Franchisor Parties and Franchisee Parties arising out of or related to this Agreement or any other agreement between a Franchisor Party and a Franchisee Party or their relationships with each other must be commenced exclusively in state or federal court closest to Franchisor's (or its successor's or assign's, as applicable) then-current principal place of business (currently, Charlottesville, Virginia), and the Parties irrevocably consent to the jurisdiction of those courts and waive any objection to either the jurisdiction of or venue in those courts.

16.7 **Waiver of Punitive Damages**. The Parties hereby waive to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) against each other arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agree that in the event of a dispute, recovery is limited to actual damages. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages. Nothing in this Section or any other provision of this Agreement shall be construed to prevent Franchisor from claiming and obtaining expectation or consequential damages, including lost future royalties for the balance of the Term if it is terminated due to Franchisee's default, which the Parties agree and acknowledge Franchisor may claim under this Agreement.

16.8 **Waiver of Jury Trial.** THE PARTIES HEREBY AGREE TO WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR FRANCHISEE'S PURCHASE FROM FRANCHISOR OF THE FRANCHISE AND/OR ANY GOODS OR SERVICES.

16.9 **Waiver of Class Actions.** THE PARTIES AGREE THAT ALL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE OPERATIONS OF THE STUDIO, WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS, AND THAT ANY PROCEEDING BETWEEN FRANCHISEE, FRANCHISEE'S GUARANTORS AND FRANCHISOR OR THEIR RESPECTIVE AFFILIATES, OFFICERS, OWNERS, OR EMPLOYEES MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN FRANCHISOR AND ANY OTHER THIRD-PARTY. The Parties expressly waive the right to have any claim or dispute brought, heard, administered, resolved, or arbitrated as a class, collective, coordinated, consolidated, and/or representative action, and neither an arbitrator nor an arbitration provider shall have any authority to hear, arbitrate, or administer any class, collective, coordinated, consolidated, and/or representative action, or to award relief to anyone but the individual in arbitration. The Parties also expressly waive the right to seek, recover, or obtain any non-individual relief. Notwithstanding anything else in this Agreement, this Section does not prevent the Parties from participating in a classwide, collective, and/or representative settlement of claims. Notwithstanding any other provision of this Agreement, only a court of competent jurisdiction shall have the authority to resolve disputes arising out of or relating to this Section, including, but not limited to, any claim that all or part of this Section is unenforceable, unconscionable, illegal, void, or voidable.

16.10 **Grouped Arbitrations**. To the extent permitted by applicable law and notwithstanding any other provision of this Agreement, to increase efficiency of resolution, in the event 75 or more similar arbitration demands are filed within a 30-day period: (a) the Parties shall cooperate to organize the arbitration demands into randomized groups of no more than 75 demands (plus, to the extent there are fewer than 75 arbitration demands remaining, a final group consisting of the remaining demands); (b) Franchisees' counsel shall organize and present the grouped demands to the arbitration provider in a format as required under the JAMS Mass Arbitration Procedures & Guidelines; (c) JAMS shall assess one set of filing and administrative fees per group and shall assign one arbitrator per group, subject to any applicable disclosure and disqualification procedures available under applicable law; (d) JAMS shall set one initial administrative conference per group; (e) regardless of the grouping described above, the arbitrator shall resolve all arbitrations within a group on an individual basis; (f) the first group of 75 arbitrations shall proceed on an individual basis, while the remaining cases are stayed and applicable statutes of limitations for those cases are tolled; (g) the Parties shall use their best efforts to complete the initial 75 individual arbitrations within 120 days after the initial administrative conference, and shall engage in good-faith mediation following resolution of the initial 75 individual arbitrations; (h) if mediation is unsuccessful, the remaining cases shall proceed on an individual basis in groups of 75 cases (plus, to the extent there are fewer than 75 arbitration demands remaining, a final group consisting of the remaining demands); and (i) no final award from an arbitrator in any one arbitration shall have preclusive effect in any other arbitration. The Parties agree to cooperate in good faith to implement the above grouped approach to administration of the arbitration demands.

If any similar arbitration demands were originally processed as individual arbitration demands before this grouping procedure was commenced, further proceedings, including the assessment of further arbitration filing or administration fees to either Party shall be governed by the procedures set forth in this Section.

16.11 **Attorneys' Fees and Costs**. To the extent permitted by applicable law, if legal action or arbitration is necessary to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to recover reasonable compensation for preparation, investigation, court costs, arbitration costs (if applicable) and reasonable attorneys' fees, from the non-prevailing Party as fixed by an arbitrator or court of competent jurisdiction.

A. Separate and distinct from the right of a prevailing Party to recover expenses, costs and fees in connection with any legal proceeding or arbitration, the prevailing Party shall also be entitled to receive all expenses, costs and reasonable attorneys' fees incurred in connection with the enforcement of any arbitration award or judgment entered, to the extent permitted by applicable law. Furthermore, the right to recover post-arbitration award and post judgment expenses, costs and attorneys' fees shall be severable and shall survive any award or judgment and shall not be deemed merged into such judgment.

B. Apart from the obligations in Sections 16.11.A and 16.11.B, Franchisee agrees and acknowledges that it will be responsible for the legal fees and other costs that Franchisor incurs in connection with certain modifications that Franchisor agrees to make to the Franchise Agreement, including without limitation, modifications made to address the following situations: (i) relocation; or (ii) any other amendment to extend a given performance deadline of Franchisee, modify the Designated Territory awarded hereunder, or otherwise modify, amend or supplement this Agreement in any way at the request of Franchisee or as necessary for Franchisee to avoid this Agreement being in default or subject to termination. Franchisor may set forth flat fee amounts designed to help defray the costs associated with addressing certain of the foregoing situations in the context of this Agreement or any other agreement with Franchisor, whether in the Learning Management System or otherwise in a writing distributed to System franchisees.

16.12 **No Withholding of Payments**. Franchisee shall not withhold all or any part of any payment to Franchisor or any of its affiliates on the grounds of Franchisor's alleged nonperformance or as an offset against any amount Franchisor or any of Franchisor's affiliates allegedly may owe Franchisee under this Agreement or any related agreements.

16.13 **Third-Party Beneficiaries**. Franchisor's officers, directors, owners, agents and/or employees are express third-party beneficiaries of the provisions of this Agreement, including the dispute resolution provisions set forth in this Article 16, each having authority to specifically enforce the right to mediate and arbitrate claims asserted against such person(s) by Franchisee.

17. MISCELLANEOUS PROVISIONS

17.1 **Severability.** Each article, section, paragraph, term and provision of this Agreement, or any portion thereof, shall be considered severable and if, for any reason, any such portion of this Agreement is held by an arbitrator or by a court of competent jurisdiction to be unenforceable due to any applicable existing or future law or regulation, such portion shall not impair the operation of or have any effect upon, the remaining portions of this Agreement which will remain in full force and effect. No right or remedy conferred upon or reserved to Franchisor or Franchisee by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

17.2 **Waiver and Delay.** No failure, refusal or neglect of Franchisor to exercise any right, power, remedy or option reserved to it under this Agreement, or to insist upon strict compliance by Franchisee with any obligation, condition, specification, standard or operating procedure in this Agreement, shall constitute a waiver of any provision of this Agreement and the right of Franchisor to demand exact compliance with this Agreement, or to declare any subsequent breach or default or nullify the effectiveness of any provision of this Agreement. Subsequent acceptance by Franchisor of any payment(s) due to it under this Agreement shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.

The following provision applies if Franchisee or the franchise granted hereby are subject to the franchise registration or disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin: No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

17.3 **Franchisor's Discretion.** Except as otherwise specifically referenced herein, all acts, decisions, determinations, specifications, prescriptions, authorizations, approvals, consents and similar acts by Franchisor may be taken or exercised in the sole and absolute discretion of Franchisor, regardless of the impact upon Franchisee. Franchisee acknowledges and agrees that when Franchisor exercises its discretion or judgment, its decisions may be for the benefit of Franchisor or the System and may not be in the best interest of Franchisee as an individual franchise owner.

17.4 **<u>Notices</u>.** All notices which the Parties hereto may be required or permitted to give under this Agreement must be in writing and must be delivered or mailed by certified or registered mail, return receipt requested, postage paid, or by reliable overnight delivery service, addressed as follows:

If to Franchisor:	EB CycleBar Franchising, LLC 126 Garrett Street, Suite J Charlottesville, Virginia 22902 Attention: President
If to Franchisee:	At the Studio's address or, if the Studio has been permanently closed, to: ____________________________ ____________________________ ____________________________

Except for Franchisor's right to send notices to the Studio's address as indicated above, either Party may change its notice address at any time by written notice given to the other Party as herein provided. Notices will be deemed delivered when actually delivered if delivered by hand at the address(es) listed above or otherwise notified by the Parties in accordance with this Section, three (3) business days after postmark by the United States Postal Service if delivered by certified or registered mail, or the next business day after deposit with reliable overnight delivery service if delivered in that manner.

Notwithstanding the above, Franchisor may, at its sole discretion, provide notices required or permitted under this Agreement to Franchisee via electronic mail at Franchisee's designated email address provided on <u>Exhibit 1</u> hereto. Notices sent via electronic mail will be deemed delivered one (1) business day after transmission.

17.5 **<u>No Recourse Against Nonparty Affiliates</u>.** Franchisee agrees that it will look only to Franchisor to perform under this Agreement. Franchisor's affiliates are not parties to this Agreement and have no obligations under it. Franchisee may not look to Franchisor's affiliates for performance. Franchisee agrees that Franchisor's and its affiliates' members, managers, owners, directors, officers, employees and agents shall not be personally liable or named as a party in any action between Franchisor or its affiliates and Franchisee or its affiliates or their respective owners.

17.6 **<u>Non-Disparagement</u>.** Franchisee agrees that it will not (and to use its best efforts to cause its current and former owners, officers, directors, principals, agents, partners, employees, representatives, attorneys, spouses, affiliates, successors and assigns not to) (i) make any untrue or derogatory statements concerning Franchisor and its affiliates, as well as their present and former officers, employees, shareholders, directors, agents, attorneys, servants, representatives, successors and assigns; or (ii) undertake any act which would (a) subject the Marks to ridicule, scandal, reproach, scorn, or indignity, (b) negatively impact the goodwill of Franchisor or its affiliates, the Marks, other components of the System, or any other brands owned or controlled by Franchisor or its affiliates, or (c) constitute an act of moral turpitude (including, without limitation, verbal, physical, or sexual harassment towards any other person).

Notwithstanding the foregoing, nothing in this Agreement or any other agreement with Franchisor restricts or prohibits any person from initiating communications directly with, responding to any inquiries from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the U.S. Securities and Exchange Commission, or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. No person needs the prior authorization of Franchisor to engage in conduct protected by the preceding sentence, and no person needs to notify Franchisor that such person has engaged in such conduct.

17.7 **Security Interest.** Franchisee hereby collaterally assigns to Franchisor the lease for the Authorized Location and grants Franchisor a security interest in all of the assets of the Studio, including but not limited to inventory, accounts, supplies, equipment, contracts, cash derived from the operation of the Studio and sale of other assets, and proceeds and products of all those assets. Franchisee agrees to execute such other documents as Franchisor may reasonably request in order to further document, perfect and record its security interest. If Franchisee defaults in any of its obligations under this Agreement, Franchisor may exercise all rights of a secured creditor granted to Franchisor by law, in addition to Franchisor's other rights under this Agreement and at law. If an approved third-party lender requires that Franchisor subordinate Franchisor's security interest in the assets of the Studio as a condition to lending Franchisee working capital for the construction or operation of the Studio, Franchisor will agree to subordinate pursuant to terms and conditions determined by Franchisor. This Agreement shall be deemed to be a Security Agreement and Financing Statement and may be filed for record as such in the records of any county and state that Franchisor deems appropriate to protect its interests.

17.8 **Survival.** All of Franchisor's and Franchisee's (and Franchisee's Owners') obligations which expressly or by their nature survive this Agreement's expiration or termination will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expires. Without limiting the generality of the foregoing, the parties expressly acknowledge that each of the following provisions of this Agreement will survive the Agreement's expiration or termination: Section 10.4 (Information Security); Section 11 (Relationship of the Parties; Indemnification); Section 12 (Confidential Information); Section 13.1.B (Non-Competition Covenants of Franchisee; After the Term of this Agreement); Section 13.2.B (Non-Solicitation Covenants; After the Term of this Agreement); Section 15.3 (Obligations of Franchisee upon Termination or Expiration); Section 16 (Resolution of Disputes); Section 17 (Miscellaneous Provisions); Section 18 (Acknowledgements); and Section 19 (Entire Agreement).

18. ACKNOWLEDGMENTS

18.1 THE SUBMISSION OF THIS AGREEMENT DOES NOT CONSTITUTE AN OFFER AND THIS AGREEMENT SHALL BECOME EFFECTIVE ONLY UPON THE EXECUTION HEREOF BY THE FRANCHISOR AND THE FRANCHISEE. THE DATE OF EXECUTION BY THE FRANCHISOR SHALL BE CONSIDERED TO BE THE DATE OF EXECUTION OF THIS AGREEMENT.

18.2 THIS AGREEMENT SHALL NOT BE BINDING ON THE FRANCHISOR UNLESS AND UNTIL IT SHALL HAVE BEEN ACCEPTED AND SIGNED BY AN AUTHORIZED OFFICER OF THE FRANCHISOR.

18.3 FRANCHISEE ACKNOWLEDGES THAT THIS AGREEMENT, THE FRANCHISE DISCLOSURE DOCUMENT ("FDD"), AND THE EXHIBITS HERETO CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES. THIS AGREEMENT TERMINATES AND SUPERSEDES ANY PRIOR AGREEMENT BETWEEN THE PARTIES CONCERNING THE SAME SUBJECT MATTER.

18.4 FRANCHISEE AGREES AND ACKNOWLEDGES THAT FULFILLMENT OF ANY AND ALL OF FRANCHISOR'S 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 FRANCHISOR'S SOLE RESPONSIBILITY AND NONE OF FRANCHISOR'S AGENTS, REPRESENTATIVES, NOR ANY INDIVIDUALS ASSOCIATED WITH FRANCHISOR SHALL BE PERSONALLY LIABLE TO FRANCHISEE FOR ANY REASON.

19. ENTIRE AGREEMENT

This Agreement, the documents referred to herein, and the exhibits hereto, constitute the entire and only agreement between the Parties concerning the granting, awarding and licensing of Franchisee as an authorized CycleBar Studio franchisee at the Studio location, and supersede all prior and contemporaneous agreements. There are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the Parties other than those set forth herein. Except for those permitted to be made unilaterally by Franchisor hereunder, no amendment, change or variance from this Agreement shall be binding on either Party unless mutually agreed to by the Parties and executed by their authorized officers or agents in writing. This Agreement does not alter agreements between Franchisor and Franchisee for other locations. Nothing in this Agreement or in any related agreement, however, is intended to disclaim the representations Franchisor made in the FDD that Franchisor furnished to Franchisee. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Faxed, scanned or electronic signatures shall have the same effect and validity, and may be relied upon in the same manner, as original signatures.

[Signature Page Follows]

[Signature Page to the Franchise Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below to be effective as of the Effective Date.

EB CYCLEBAR FRANCHISING, LLC,
a Virginia limited liability company

By:______________________________________
Name: ___________________________________
Title: ____________________________________
EFFECTIVE DATE:________________________

"FRANCHISEE"

[if an individual]

____
[Name], individually

Sign:

____
Date: ____________________________________

[if a legal entity]

[Name], a [state/type]

By: _____________________________________
Name: ___________________________________
Title: ____________________________________
Date: ____________________________________

EXHIBIT 1
TO
FRANCHISE AGREEMENT

Name and Address of Franchisee:

Franchisee Name: ________________________________
Attention: ________________________________
Address: ________________________________
____
Email Address: ________________________________

Form of Owner (check and complete one):

___ Individual

___ Corporation ___ Limited Liability Company ___ Partnership
State Formed: ________________ Date: _______________

Owners. The following identifies the owner that Franchisee has designated as, and that Franchisor approves to be, the Operating Principal and lists the full name of each person who is one of Franchisee's owners, or an owner of one of Franchisee's owners, and fully describes the nature of each owner's interest (attach additional pages if necessary).

	Owner's Name	**Type / %-age of Interest**
Operating Principal:	____________________________	____________________________%
Other Owners:	____________________________	____________________________%
	____________________________	____________________________%

Designated Manager: ____

Authorized Location (if determined on Effective Date):__________________________________
____

Designated Territory (if determined on Effective Date):__________________________________
____

Designated Market Area (if Authorized Location and Designated Territory undetermined as of Effective Date):
____
____

EXHIBIT 2
TO
FRANCHISE AGREEMENT

AUTHORIZED LOCATION ADDENDUM

This Addendum is made to the Franchise Agreement (the "Franchise Agreement") between EB CycleBar Franchising, LLC ("Franchisor"), and ________________________ ("Franchisee"), dated __________________, 20__.

1. Preservation of Agreement. Except as specifically set forth in this Addendum, the Franchise Agreement shall remain in full force and effect in accordance with its terms and conditions. This Addendum is attached to and upon execution becomes an integral part of the Franchise Agreement.

2. Authorized Location. The parties hereto agree that the Authorized Location referred to in Section 1.1 of the Franchise Agreement shall be the following:

____.

3. Designated Territory, if any. Pursuant to Section 1.2 of the Franchise Agreement, Franchisee's Designated Territory will be defined as follows (if identified on a map, please attach map and reference attachment below):

ACKNOWLEDGED AND ACCEPTED:

"FRANCHISEE"

[if an individual]

____
[Name], individually

Sign: ________________________________
Date: ________________________________

[if a legal entity]

____
[Name], a [state/type]

By: __________________________________
Name: ________________________________
Title: ________________________________
Date: ________________________________

EXHIBIT 3
TO
FRANCHISE AGREEMENT

GUARANTEE, INDEMNIFICATION AND ACKNOWLEDGEMENT

For value received, and in consideration for, and as an inducement to EB CycleBar Franchising, LLC (the "Franchisor") to execute the Franchise Agreement (the "Franchise Agreement"), dated _______________, 20__ (the "Effective Date"), by and between Franchisor and ______________________ or his assignee, if a partnership, corporation or limited liability company is later formed (the "Franchisee"), the undersigned (each a "Guarantor"), jointly and severally, hereby unconditionally guarantee to Franchisor and its successors and assigns the full and timely performance by Franchisee of each obligation undertaken by Franchisee under the terms of the Franchise Agreement.

Upon demand by Franchisor, Guarantor will immediately make each payment required of Franchisee under the Franchise Agreement. Guarantor hereby waives any right to require Franchisor to: (a) proceed against Franchisee for any payment required under the Franchise Agreement; (b) proceed against or exhaust any security from Franchisee; or (c) pursue or exhaust any remedy, including any legal or equitable relief, against Franchisee. Without affecting the obligations of Guarantor under this Guarantee, Indemnification and Acknowledgment (the "Guarantee"), Franchisor may, without notice to Guarantor, extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust or compromise any claims against Franchisee.

Guarantor waives notice of amendment of the Franchise Agreement and notice of demand for payment by Franchisee and agrees to be bound by any and all such amendments and changes to the Franchise Agreement.

Guarantor hereby agrees to defend, indemnify and hold Franchisor harmless against any and all losses, damages, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees, reasonable costs of investigations, court costs, and arbitration fees and expenses) resulting from, consisting of, or arising out of or in connection with any failure by Franchisee to perform any obligation of Franchisee under the Franchise Agreement, any amendment, or any other agreement executed by Franchisee referred to therein.

Guarantor hereby acknowledges and agrees to be individually bound by all obligations and covenants of Franchisee contained in the Franchise Agreement, including those related to non-competition and confidentiality.

If Guarantor is a business entity, retirement or investment account, or trust acknowledges and it agrees that if Franchisee (or any of its affiliates) is delinquent in payment of any amounts guaranteed hereunder, that no dividends or distributions may be made by such Guarantor (or on such Guarantor's account) to its owners, accountholders or beneficiaries or otherwise, for so long as such delinquency exists, subject to applicable law.

This Guarantee shall terminate upon the expiration or termination of the Franchise Agreement, except that this Guarantee shall continue in full force and effect with respect to all obligations and liabilities of Franchisee and Guarantor that arise from events that occurred on or before the effective date of such expiration or termination or that are triggered by or survive expiration or termination of the Franchise Agreement This Guarantee is binding upon each Guarantor and its respective estate, executors, administrators, heirs, beneficiaries, and successors in interest.

The validity of this Guarantee and the obligations of Guarantor(s) hereunder shall in no way be terminated, restricted, diminished, affected or impaired by reason of any action that Franchisor might take or be forced to take against Franchisee, or by reason of any waiver or failure to enforce any of the rights or remedies reserved to Franchisor in the Franchise Agreement or otherwise.

The use of the singular herein shall include the plural. Each term used in this Guarantee, unless otherwise defined herein, shall have the same meaning as when used in the Franchise Agreement.

The provisions contained in Article 16 of the Franchise Agreement (Resolution of Disputes), including, without limitation, Section 16.1 (Governing Law), Section 16.3 (Mediation), Section 16.4 (Mandatory Binding Arbitration), Section 16.6 (Consent to Jurisdiction), and Section 16.11 (Attorneys' Fees and Costs), are incorporated into this Guarantee by reference and shall govern this Guarantee and any disputes between the Guarantors and Franchisor. The Guarantors shall reimburse Franchisor for all costs and expenses it incurs in connection with enforcing the terms of this Guarantee.

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee as of the Effective Date.

<table>
<tr><th colspan="2">GUARANTORS</th></tr>
<tr><td colspan="2">Area Developer (if applicable):

[Name of Developer]

By: ________________________________
Name:______________________________
Title: ______________________________

Address: ____</td></tr>
<tr><th>OWNER/GUARANTOR</th><th>SPOUSE/GUARANTOR</th></tr>
<tr><td>Name:______________________________

Sign: ______________________________

Address: ________________________________
____
____

E-mail Address: __________________________</td><td>Name:______________________________

Sign: ______________________________

Address: ________________________________
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EXHIBIT 4
TO
FRANCHISE AGREEMENT

ADDENDUM TO LEASE

This Addendum to Lease (this "Addendum") modifies and supplements that certain lease dated _________________________, 20___ (the "Lease"), by and between Tenant and Landlord concerning the premises located at ____(the "Premises").

Landlord and Tenant, intending that EB CycleBar Franchising, LLC, a Virginia limited liability company, ("Franchisor") (and its successors and assigns) be a third-party beneficiary of this Addendum, agree as follows:

(1) Tenant may display the trademarks, service marks and other commercial symbols owned by Franchisor and used to identify the service and/or products offered at the Studio, including the name "CycleBar," the Studio design and image developed and owned by Franchisor, as it currently exists and as it may be revised and further developed by Franchisor from time to time, and certain associated logos in accordance with the specifications required by Franchisor, subject only to the provisions of applicable law and in accordance with provisions in the Lease no less favorable than those applied to other tenants of Landlord;

(2) Tenant shall not, and the Landlord shall not permit Tenant to, sublease or assign all or any part of the Lease or the Premises, or extend the term or renew the Lease, without Franchisor's prior written consent;

(3) Landlord shall concurrently provide Franchisor with a copy of any written default notice sent to Tenant and thereupon grant Franchisor the right (but not the obligation) to cure any deficiency or default under the Lease, should Tenant fail to do so, within five (5) days after the expiration of the period in which Tenant may cure the default;

(4) The Premises shall be used only for the operation of a CycleBar Studio;

(5) Tenant may, without Landlord's consent (but subject to providing Landlord with written notice thereof), at any time assign this Lease or sublease the whole or any part of the Premises to Franchisor or any successor, subsidiary or affiliate of Franchisor;

(6) In the event of an assignment of the Lease to Franchisor as described in (6) above, Franchisor may further assign this Lease, subject to Landlord's consent, such consent not to be unreasonably withheld based on the remaining obligations of assignee under the Lease, to a duly authorized franchisee of Franchisor, and thereupon Franchisor shall be released from all further liability under the Lease;

(7) Franchisor, and its designated agents, will have the right to enter the Premises to make any modifications necessary to protect the CycleBar brand and franchise system;

(8) Tenant agrees that Landlord may, upon Franchisor's request, disclose all reports, information, and data in Landlord's possession with respect to sales made in, upon, or from the Premises, to Franchisor;

(9) Until changed by Franchisor, notice to Franchisor shall be sent as follows:

EB CycleBar Franchising, LLC
126 Garrett Street, Suite J,
Charlottesville, Virginia 22902
Attn: Head of Real Estate

(10) Landlord acknowledges that Tenant's operations at the Premises are independently owned and operated, and that Tenant alone is responsible for all obligations under the Lease, unless and until, Franchisor (or its affiliate

or designee) expressly assumes such obligations in writing signed by an officer of Franchisor (or its applicable affiliate or designee);

(11) Any lien of Landlord in Tenant's trade fixtures, "trade dress," signage and other property at the Premises is hereby subordinated to Franchisor's interest in such items;

(12) None of the provisions in this Addendum or any rights granted Franchisor hereunder, may be amended absent Franchisor's prior written consent.

AGREED:

TENANT	LANDLORD
By: ______________________________	By: ______________________________
Its: ______________________________	Its: ______________________________
Date: ____________________________	Date: ____________________________

EXHIBIT B

STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. We may not yet be registered to sell franchises in any or all of these states. There may be states in addition to those listed below in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

CALIFORNIA

Department of Financial Protection & Innovation
Commissioner of Financial Protection & Innovation
1 (866) 275-2677

Los Angeles

320 West 4th Street, Suite 750
Los Angeles, California 90013
(213) 576-7500

Sacramento

651 Bannon Street, Suite 300
Sacramento, California 95811
(916) 445-7205

San Diego

1455 Frazee Road, Suite 315
San Diego, California 92108
(619) 610-2093

San Francisco

One Sansome Street, Ste. 600
San Francisco, California 94104
(415) 972-8559

HAWAII

(state administrator)

Business Registration Division
Securities Compliance Branch
Department of Commerce and Consumer Affairs
P.O. Box 40
Honolulu, Hawaii 96810
(808) 586-2722

(agent for service of process)

Commissioner of Securities of the
Department of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

ILLINOIS

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

INDIANA

(state administrator)

Indiana Secretary of State
Securities Division, E-111
302 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6681

(agent for service of process)

Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6531

MARYLAND

(state administrator)

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

(agent for service of process)

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

MICHIGAN

(state administrator)

Michigan Attorney General's Office
Consumer Protection Division
Attn: Franchise Section
G. Mennen Williams Building, 1st Floor
525 West Ottawa Street
Lansing, Michigan 48909
(517) 373-7177

(agent for service of process)

Michigan Department of Commerce,
Corporations and Securities Bureau
P.O. Box 30054
6546 Mercantile Way
Lansing, Michigan 48909

MINNESOTA

(state administrator)

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

(agent for service of process)

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

NEW YORK

(state administrator)

New York State Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
(212) 416-8222

(agent for service of process)

Secretary of State of New York
99 Washington Avenue
Albany, NY 12231
(518) 473-2492

NORTH DAKOTA

(state administrator)

North Dakota Insurance & Securities Department
600 East Boulevard Avenue, Dept. 401
Bismarck, North Dakota 58505
(701) 328-2910

(agent for service of process)

Insurance Commissioner
North Dakota Insurance & Securities Department
600 East Boulevard Avenue, Dept. 401
Bismarck, North Dakota 58505
Phone 701-328-2910

OREGON

Department of Business Services Division of Finance & Corporate Securities
350 Winter Street, NE, Room 410
Salem, Oregon 97310-3881
(503) 378-4387

RHODE ISLAND

Department of Business Regulation
Division of Securities
John O. Pastore Complex Building 69-1
1511 Pontiac Avenue
Cranston, Rhode Island 02920
(401) 462-9645

SOUTH DAKOTA

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

VIRGINIA

(state administrator)

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

(agent for service of process)

Clerk, State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219
(804) 371-9733

WASHINGTON

(state administrator)

Department of Financial Institutions
Securities Division
P.O. Box 41200
Olympia, Washington 98504-1200
(360) 902-8760

(agent for service of process)

Director
Department of Financial Institutions
Securities Division
150 Israel Road, S.W.
Tumwater, Washington 98501

WISCONSIN

(state administrator)

Securities and Franchise Registration
Wisconsin Department of Financial Institutions
4022 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-1064

(agent for service of process)

Office of the Secretary
Wisconsin Department of Financial Institutions
P.O. Box 8861
Madison, Wisconsin 53708-8861
(608) 261-9555

EXHIBIT C

FINANCIAL STATEMENTS

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPNION WITH REGARD TO THE CONTENT OR FORM.

Extraordinary Brands and Subsidiaries **Consolidated Balance Sheet (GAAP With 606 Accounting)** **Thru 03/31/2026**	YTD Consolidated
ASSETS	
Cash	$1,478,693
Accounts Receivable, net	647,323
Prepaid Expenses	496,007
Other Current Assets	21,699
Total Current Assets	2,643,721
Property & Equipment, Cost	132,083
Property & Equipment, Acc Depreciation	(20,823)
Intangible Assets, Cost	15,522,424
Intangible Assets, Acc Amortization	(1,210,083)
Deferred Financing Fees, net	280,442
Due to Affiliates	(135,903)
Other Non Current Assets	-
Investment in Subsidiaries	
Total Assets	$17,211,861
LIABILITIES & MEMBER'S EQUITY	
Accounts Payable	$296,023
Accrued Expenses	685,785
Deferred Revenue, IFF	236,900
Deferred Revenue, Tech	749,997
Current Portion of Long Term Debt	-
Total Current Liabilities	1,968,706
Senior Term Debt	7,500,000
Subordinate Debt	-
Discontinued Operations, net	1,677,293
Total Liabilities	11,145,998
Member's Contributions	1,985,293

Member's Distributions	(910,047)
Member's Equity	4,733,642
Retained Earnings	256,975
Total Member's Equity	6,065,863
Total Liabilities and Member's Equity	$17,211,861

Extraordinary Brands and Subsidiaries
Consolidated Income Statement (GAAP With 606 Accounting)
Thru 03/31/2026

	YTD Consolidated
Studio Sales	
Initial Franchise Fees	$4,333
Transfer Fees	33,000
Termination Fees	26,000
Internal Commissions	(33,500)
Contribution from Studio Sales	29,833
Recurring Franchise Fees	
Royalties	1,674,727
Ad Fund Fees	483,069
Technology Fees	421,991
Recurring Franchise Fees	2,579,787
Other Revenues	
Equipment Sales	-
Merchandise Sales	45,773
Training Fees	29,780
Rebates	230,080
Technology Implementation Revenue	50,003
Other	36,229
Other Revenues	391,865
Total Revenues	3,001,485
Support, Marketing, Technology & Training Expenses	
Head Count Expenses	721,600
Departmental Expenses	583,827
Development Expenses	
Head Count Expenses	87,375
Departmental Expenses	108,047
General & Administrative Expenses	
Head Count Expenses	214,680
Departmental Expenses	305,093
Cost of Equipment Sold	-

Cost of Merchandise Sold	-
Net Cost of Convention	36,388
Total Expenses	2,057,010
Interest Income	-
Interest Expense	312,405
Taxes	-
Depreciation Expense	9,484
Amortization Expense	354,417
Transaction Expenses	-
Adjustments	-
Amortization of CRM Implementaion Fee	-
Revenue from Discontinued Ops	(40,034)
Expense from Discontinued Ops	51,228
Net Income	$256,975

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Extraordinary Brands, LLC and Subsidiaries, Including Discontinued Operations

Consolidated Financial Statements

For the years ended December 31, 2025, 2024, and 2023

Extraordinary Brands, LLC and Subsidiaries, Including Discontinued Operations
Contents

Independent Auditors' Report	1 – 2
Consolidated Financial Statements	
Balance Sheets	3
Statements of Operations	4
Statements of Changes in Members' Equity	5
Statements of Cash Flows	6
Notes to the Financial Statements	7 - 17

Independent Auditors' Report

Board of Managers
Extraordinary Brands, LLC and Subsidiaries

Opinion

We have audited the accompanying consolidated financial statements of Extraordinary Brands, LLC and Subsidiaries, which comprise the consolidated balance sheets as of December 31, 2025, 2024, and 2023 and the related consolidated statements of operations, changes in members' equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Extraordinary Brands, LLC and Subsidiaries as of December 31, 2025, 2024, 2023 and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Extraordinary Brands, LLC and Subsidiaries, and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Extraordinary Brands, LLC and Subsidiaries ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit 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 Extraordinary Brands, LLC and Subsidiaries internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Extraordinary Brands, LLC and Subsidiaries ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Robinson, Farmer, Cox Associates

Charlottesville, Virginia
May 28, 2026

Extraordinary Brands, LLC
Consolidated Balance Sheets
December 31, 2025, 2024 and 2023

	2025	2024	2023
Assets			
Current assets			
Cash and cash equivalents	$ 1,394,795	$ 40,725	$ 51,939
Accounts receivable, net	413,765	109,863	-
Prepaid expenses	364,882	44,118	-
Other current assets	325,379	-	-
Current assets held for sale-discontinued operations	-	-	14,566
Total current assets	2,498,821	194,706	66,505
Property and equipment, net	79,981	21,933	-
Goodwill	12,424	12,424	-
Intangible assets, net	14,654,333	2,433,472	-
Other assets (net)	(215,365)	-	-
Non-current assets held for sale-discontinued operations	264,618	579,559	354,679
Total assets	$ 17,294,812	$ 3,242,094	$ 421,184
Liabilities and Members' Equity (Deficit)			
Current liabilities			
Accounts payable	$ 296,906	$ 281,258	$ -
Accrued and other liabilities	1,371,661	75,548	-
Current portion of debt	671,463	-	-
Current liabilities held for sale-discontinued operations	156,197	212,617	266,472
Total current liabilities	2,496,227	569,423	266,472
Non-current liabilities			
Debt	8,469,333	1,658,525	1,708,813
Other non-current liabilities	137,233	236,474	-
Total liabilities	11,102,793	2,464,422	1,975,285
Members' equity (deficit)	6,192,019	777,672	(1,554,101)
Total liabilities & members'	$ 17,294,812	$ 3,242,094	$ 421,184

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

Extraordinary Brands, LLC

Consolidated Statements of Operations

For the Years Ended December 31, 2025, 2024 and 2023

	2025	2024	2023
Revenues			
Franchise service fees	$ 5,777,919	$ 1,179,498	$ -
Franchise sales fees	50,767	22,500	-
Other revenues	811,944	189,327	-
Total revenues	6,640,630	1,391,325	-
Costs and expenses			
Franchise support expenses	3,521,150	1,273,485	-
Franchise sales expenses	286,477	115,350	-
General and administrative expenses	1,183,576	596,615	-
Depreciation and amortization	739,091	127,916	-
Total costs and expenses	5,730,294	2,113,366	-
Operating income	910,336	(722,041)	-
Interest expense	(530,175)	(7,062)	-
Loss from discontinued operations	(321,869)	(289,838)	(225,396)
Gain on Bargain Purchase	5,289,453	2,040,000	-
Net income (loss)	$ 5,347,745	$ 1,021,059	$ (225,396)

See Note 3 — Bargain Purchase Gain (5,289,453 in 2025 relates to acquisition of CycleBar and Rumble Boxing on July 24, 2025).

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

Extraordinary Brands, LLC
Consolidated Statements of Changes in Members' Equity
For the Years Ended December 31, 2025, 2024 and 2023

		Members' Capital		Accumulated Deficit		Members' Equity (Deficit)
Balances at December 31, 2022						
(opening balance - support required; see Note)	$	(337,366)	$	(1,264,757)	$	(1,602,123)
Member contributions — AE Capital LLC		340,000		-		340,000
Distributions to Members		(66,582)		-		(66,582)
Net income (loss)		-		(225,396)		(225,396)
Balances at December 31, 2023		(63,948)		(1,490,153)		(1,554,101)
Net income (loss)	$	-	$	1,021,059	$	1,021,059
Member contributions — AE Capital LLC		1,310,714		-		1,310,714
Balances at December 31, 2024		1,246,766		(469,094)		777,672
Net income (loss)	$	-		5,347,745	$	5,347,745
Distributions to Members		(566,907)		-		(566,907)
Member contributions — AE Capital LLC		633,509		-		633,509
Balances at December 31, 2025	$	1,313,368	$	4,878,651	$	6,192,019

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

Extraordinary Brands, LLC

Consolidated Statements of Cash Flows

For the Years Ended December 31, 2025, 2024 and 2023

	2025	2024	2023
Cash flows from operating activities			
Net income (loss)	$ 5,347,745	$ 1,021,059	$ (225,396)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities			
Depreciation and amortization	739,091	127,916	-
Gain on Bargain Purchase	(5,289,453)	(2,040,000)	-
Changes in assets and liabilities			
Accounts receivable	(303,902)	(109,863)	-
Prepaid expenses and other current assets	(646,143)	(44,118)	-
Other assets	215,365	-	-
Assets held for sale-discontinued operations	314,941	(210,314)	82,282
Accounts payable	15,648	281,258	-
Accrued and other liabilities	1,296,113	75,548	-
Liabilities held for sale-discontinued operations	(4,528)	(3,944)	7,076
Other long-term liabilities	(99,241)	236,474	-
Net cash provided by operating activities	1,585,636	(665,984)	(136,038)
Cash flows from investing activities			
Business acquisitions / consolidation adjustment, net of cash (see note)	(7,660,548)	(532,424)	-
Purchases of property and equipment	(3,774)	-	-
Capitalized software development costs	(64,225)	(23,321)	-
Net cash used in investing activities	(7,728,547)	(555,745)	-
Cash flows from financing activities			
Member distributions	(566,907)	-	(66,582)
Borrowings from long-term debt, net of deferred financing cost	7,500,000	-	-
Repayments of lease payable	(51,892)	(49,911)	(43,205)
Repayments of long-term debt	(17,729)	(50,288)	(52,662)
Member contributions	633,509	1,310,714	340,000
Net cash provided by (used in) financing activities	7,496,981	1,210,515	177,551
Increase in cash and cash equivalents	1,354,070	(11,214)	41,513
Cash and cash equivalents			
Beginning of year	40,725	51,939	10,426
End of year	$ 1,394,795	$ 40,725	$ 51,939

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

1. Organization and Description of Business

Extraordinary Brands, LLC (the "Company" or "EB") is the parent company of a number of franchisors operating in the United States and internationally which includes the following companies; Row House, LLC ("Row House"), Neighborhood Barre, LLC ("Neighborhood Barre"), CycleBar, LLC ("CycleBar"), and Rumble Boxing, LLC ("Rumble Boxing").

Franchised outlets as of December 31, 2025 and 2024 are summarized as follows:

	Franchises as December 31, 2024	Sold during the year	Closed during the year	Franchises as of December 31, 2025
Row House	49	-	11	38
Neighborhood Barre	20	1	(1)	22
Cycle Bar *	189	2	79	112
Rumble Boxing *	84	6	19	71
Total — Continuing Operations	342	9	108	243

** CycleBar and Rumble Boxing were purchased on July 24, 2025.*

2. Summary of Significant Accounting Policies

Financial Statement Preparation and Principles of Consolidation

The consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries. All intercompany accounts and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts as assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. The areas that require the use of significant management estimates include purchase price allocation and the carrying value of goodwill and other long-lived assets.

2. Summary of Significant Accounting Policies: (Continued)

Revenue Recognition

The following describes principal activities from which the Company generates its revenues and the associated revenue recognition policy:

Franchise Service Fees

Franchise service fees consist of royalty, call center, technology, national advertising and service fees charged to franchisees. Royalties generally range from 7% to 14% of the franchisee's gross sales, depending on the particular franchise concept and upon other factors. The Company recognizes revenue for royalties as they become billable when the underlying franchisee sales occur. Call center, technology and service fees provide a distinct benefit from the franchise right and are therefore separate performance obligations. Fees for these services are generally billed as a monthly fixed or usage-based amount and are recognized as revenue as the services are performed. The Company administers national advertising funds ("NAF") which are funded by the franchisees and are used to pay for the costs of preparing and producing various advertising and marketing materials for the franchisees. The advertising funded through the NAF benefits the franchise brands overall, rather than the individual franchise owners, and therefore is not a performance obligation separate from the overall franchise right. Any underspending or overspending of the NAF contributions are recorded as accrued and other liabilities or prepaid expenses and other current assets on the consolidated balance sheets.

Franchise Sales Fees

Franchise sales fees consist of initial franchise, renewal and termination fees. The Company's primary performance obligation under the franchise agreements is granting rights to use the Company's intellectual property over the term of the franchise agreement. Initial franchise fees are not a service distinct from the overall initial franchise right performance obligation and are therefore recognized on a straight-line basis over the franchise agreement term.

Other Revenues

Other revenues consist primarily of rebates, convention attendance and sponsorship fees, and fees related to providing in house accounting services to franchisees. Rebates received from third-party vendors in return for the Company maintaining a buying program that connects the vendors with the Company's franchise customers are recognized as revenue as they become due, which is generally on a quarterly basis. Rebates are calculated as a percentage of third-party sales. Convention attendance and sponsorship fees are recognized at the time of the convention.

Cash and Cash Equivalents

The Company considers all cash and highly liquid investments purchased with an initial maturity of three months or less to be cash or cash equivalents. Cash consists primarily of cash on hand and cash on deposit. The Company maintains its cash in banks in which deposits may, from time to time, exceed federally insured limits. The Company has not experienced any losses in such accounts and believes that it is not exposed to any significant credit risks related to cash.

In accordance with FASB Accounting Standards Update ("ASU") 2016-15 Statement of Cash Flows (Topic 230), cash payments made not soon after (defined as more than three months) the acquisition date of a business combination to settle any contingent consideration liabilities, the payments are separated and classified as cash outflows from financing activities and operating activities. Cash payments up to the amount of the contingent consideration liability recognized at the acquisition date (including measurement-period adjustments) are classified as financing activities; any excess is classified operating activities. The Company did not pay any contingent consideration during the years ended December 31, 2025, 2024 or 2023.

2. Summary of Significant Accounting Policies: (Continued)

Accounts Receivable and Allowance for Doubtful Accounts

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management determines the allowance for doubtful accounts based on its assessment of the current status of individual accounts. As of December 31, 2025, 2024 and 2023, accounts receivable, net, was $413,765, $109,863 and $0, respectively.

Contract Balances

The following table presents the supported contract-liability-related balance sheet amounts as of December 31, 2025, 2024 and 2023.

	2025	2024	2023
Accrued and other liabilities (per Balance Sheet) - includes contract liabilities	$ 1,371,661	$ 75,548	$ -

Costs Incurred to Obtain a Contract with Customers

The Company capitalizes commissions paid to brokers that are a direct result of obtaining a new franchise agreement and amortizes these costs over the franchise agreement period. The short term and long-term portion of the deferred costs related to these arrangements are included in prepaid expenses and other current assets and in other assets, respectively, on the consolidated balance sheets.

Property and Equipment

Property and equipment is stated at historical cost and depreciated using the straight-line method over the estimated useful life of the assets. Additions and betterments are capitalized, maintenance and repairs which do not extend the useful life of the assets are expensed as incurred in general and administrative expenses on the consolidated statements of operations.

Capitalized Software

The Company capitalizes certain costs incurred in the development of various internally used software platforms, in accordance with FASB ASC 350-40, "Internal-Use Software", which requires certain costs incurred during the application development stage be capitalized and other costs incurred during the preliminary project and post-implementation stages be expensed as they are incurred. The Company capitalizes software development costs when the preliminary project stage is completed and the technological feasibility is established. Capitalized costs include personnel and related expenses for employees and third-party contractors who are directly associated with and who devote time to internal-use software projects. Any costs incurred to significantly upgrade or enhance the Company's software platforms are also capitalized. Costs related to the preliminary project activities and post-implementation support activities are expensed as incurred. Amortization of capitalized software costs accounted for in accordance with FASB ASC 350-40 and ASC 985-20 are recognized in depreciation and amortization on the consolidated financial statements using a straight-line method over an estimated useful life of one to two years.

Leases

The Company evaluates arrangements to determine whether they contain a lease under ASC 842. As of December 31, 2025, 2024, and 2023, the Company had no operating or finance leases requiring recognition on the consolidated balance sheets.

2. Summary of Significant Accounting Policies: (Continued)

Intangible Assets

Intangible assets consist of trademarks and franchise relationships. Intangible assets are stated at their estimated fair value at the date of acquisition. Amortization is computed over the estimated useful lives of the related intangible assets using the straight-line method.

Long-lived Assets

In accordance with FASB ASC 360-10, "Accounting for Impairment or Disposal of Long-Lived Assets", long-lived assets, such as property and equipment and intangible assets, are reviewed for impairment, at least annually, or whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized at the amount by which the carrying amount of the asset exceeds the fair value of the asset. The Company did not recognize any impairment charges for the years ended December 31, 2025, 2024, or 2023 .

Goodwill

Goodwill represents the excess of acquisition costs over the fair value of assets and liabilities acquired, including specifically identified intangible assets. Goodwill is not amortized but is tested for impairment annually as of the last day of each fiscal year in line with guidance prescribed by FASB ASU 2021-03 "Accounting Alternative for Evaluating Triggering Events" and evaluated if the facts and circumstances at year end indicate if any triggering event existed.

In conducting impairment testing, the Company has the option to first assess qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the estimated fair value of a reporting unit is less than its carrying amount. If the Company performs a qualitative assessment and determines that the carrying value more likely than not exceeds the fair value, then the quantitative impairment test is performed, otherwise no further analysis is required. The Company also may elect not to perform the qualitative assessment and, instead, proceed directly to the quantitative impairment test. The ultimate outcome of the goodwill impairment assessment will be the same whether the Company chooses to perform the qualitative assessment or proceed directly to the quantitative impairment test. The Company chose to perform a qualitative impairment test for goodwill as of December 31, 2025, 2024 and 2023. The Company determined the fair value of goodwill exceeds the carrying value and no further analysis is required as of December 31, 2025, 2024 and 2023.

Deferred Loan Costs

In accordance with FASB ASU 2015-03, "Simplifying the Presentation of Debt Issuance Costs", the Company defers certain loan costs, which are presented as a reduction of long-term debt on the consolidated balance sheets. These costs are amortized over the term of the debt using the straight-line method, which approximates the effective interest method. Amortization of $29,520 is included in interest expense on the consolidated statements of operations for the years ended December 31, 2025.

Taxes

The Company and its subsidiaries are limited liability companies and are not subject to federal or state income taxes. Accordingly, no provision has been made for federal or state income taxes since these taxes are the responsibility of individual members. The Company utilizes a two-step approach for recognizing and measuring uncertain tax positions accounted for in accordance with the asset and liability method. The first step is to evaluate the tax position for recognition by determining whether evidence indicates that it is more likely than not that a position will be sustained if examined by a taxing authority. The second step is to measure the tax benefit as the largest amount that is 50% likely of being realized upon settlement with a taxing authority. There were no amounts recorded as of December 31, 2025, 2024 or 2023 related to uncertain tax positions.

2. Summary of Significant Accounting Policies: (Continued)

Advertising Costs

The NAF advertising expenses are recognized as incurred and are included in franchise support expenses on the consolidated statements of operations. NAF advertising expenses for the years ended December 31, 2025, 2024 and 2023 were $1,148,609 , $259,971, and $0 respectively.

2025	CB	RB	NB	RH	PF	EF	Total
Ad Fund Fees	$ 454,156	$ 297,659	$ 120,147	$ 259,501	$ 14,115	$ 3,031	$ 1,148,609

2024	CB	RB	NB	RH	PF	EF	Total
Ad Fund Fees	$ -	$ -	$ 37,147	$ 201,907	$ 11,084	$ 9,833	$ 259,971

2023	CB	RB	NB	RH	PF	EF	Total
Ad Fund Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Non-NAF advertising expenses are recognized as incurred and included in franchise sales expenses on the consolidated statements of operations. Franchise sales expenses for the years ended December 31, 2025, 2024 and 2023 were $286,477, $115,350 and $0, respectively.

Fair Value Measurements

The Company applies fair value accounting for all financial assets and liabilities and nonfinancial assets and liabilities that are recognized or disclosed at fair value in the consolidated financial statements on a recurring basis. The Company defines fair value as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. When determining the fair value measurements for assets and liabilities, which are required to be recorded at fair value, the Company considers the principal or most advantageous market in which the Company would transact and the market-based risk measurements or assumptions that market participants would use in pricing the asset or liability, such as inherent risk, transfer restrictions and credit risk.

The Company applies the following fair value hierarchy, which prioritizes the inputs used to measure fair value into three levels and bases the categorization within the hierarchy upon the lowest level of input that is available and significant to the fair value measurement:

Level 1 Unadjusted quoted prices in active markets for identical assets or liabilities.

Level 2 Observable inputs other than quoted prices in active markets for identical assets and liabilities, quoted prices for identical or similar assets or liabilities in inactive markets, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 Inputs that are generally unobservable and typically reflect management's estimates of assumptions that market participants would use in pricing the asset or liability. The carrying amounts of cash and cash equivalents, accounts receivable, inventory, prepaid expenses, accounts payable, accrued liabilities and deferred franchise fees approximate fair value because of the short maturity of the instruments. The carrying value of long-term debt approximates fair value as the stated interest rates are at market rates.

3. Acquisitions

During 2025, the Company acquired CycleBar and Rumble Boxing. The acquisitions were accounted for as business combinations, and the results of the acquired operations are included in the consolidated financial statements from the acquisition date. The Company recognized a bargain purchase gain of $5,289,453 during 2025, consisting of $3,325,541 related to CycleBar and $1,963,912 related to Rumble Boxing.

During 2024, the Company acquired Row House Franchising, LLC and Neighborhood Barre / Barre Skinny. The Company recognized a bargain purchase gain of $2,040,000 related to Row House. No bargain purchase gain was recognized related to Neighborhood Barre / Barre Skinny; however, goodwill of $12,424 was recognized in connection with the acquisition.

The acquired intangible assets and bargain purchase gains consisted of the following:

	2025			2024		
	CycleBar	Rumble Boxing	Total	Row House	Neighborhood Barre	Total
Trade name	$ 2,020,000	$ 1,420,000	$ 3,440,000	$ 430,000	$ 130,000	$ 560,000
Franchise agreements	5,880,000	3,630,000	9,510,000	1,610,000	390,000	2,000,000
Goodwill recognized	-	-	-	-	12,424	12,424
Total intangible assets and goodwill recognized	$ 7,900,000	$ 5,050,000	$ 12,950,000	$ 2,040,000	$ 532,424	$ 2,572,424
Less: purchase consideration/ acquisition cash flow impact	$ (4,574,459)	$ (3,086,089)	$ (7,660,547)	$ -	$ (532,424)	$ (532,424)
Gain on bargain purchase	$ 3,325,541	$ 1,963,911	$ 5,289,453	$ 2,040,000	$ -	$ 2,040,000

4. Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets consisted of the following as of December 31, 2025, 2024 and 2023:

	2025	2024	2023
Prepaid expenses	$ 364,882	$ 44,118	$ -
Other current assets	325,379	-	-
Prepaid expenses and other current Assets	$ 690,261	$ 44,118	$ -

5. Property and Equipment

Property and equipment consisted of the following as of December 31, 2025, 2024 and 2023:

	Estimated Useful Life	2025	2024	2023
Computer Equipment	3 – 5 years	$ 3,774	$	$ -
AD - Computer Equipment	1 – 2 years	(511)		
Software	5 years	28,321	23,321	-
AD - Software		(10,828)	(1,388)	
Software Under Development		59,225		
Total Property and Equipment, net		$ 79,981	$ 21,933	$ -

Depreciation and amortization expense related to property and equipment recognized in the consolidated statements of operations was $9,951, $1,388 and $0 for the years ended December 31, 2025, 2024 and 2023, respectively.

6. Intangible Assets and Goodwill

Intangible Assets

Intangible assets consisted of the following as of December 31, 2025, 2024 and 2023:

2025

	Estimated Useful Life	Gross Amount	Accumulated Amortization	Net Amount	Weighted Average Remaining Useful Life
Franchise relationships	10 years	$ 11,510,000	$ 703,167	$ 10,806,833	9.5
Trademarks	15 years	4,000,000	152,500	3,847,500	14.5
Intangible assets		$ 15,510,000	$ 855,667	$ 14,654,333	

2024

	Estimated Useful Life	Gross Amount	Accumulated Amortization	Net Amount	Remaining Useful Life
Franchise relationships	10 years	$ 2,000,000	$ 106,917	$ 1,893,083	9.5
Trademarks	15 years	560,000	19,611	540,389	14.6
Intangible assets		$ 2,560,000	$ 126,528	$ 2,433,472	

6. Intangible Assets and Goodwill: (Continued)

Amortization expense related to intangible assets was $729,140 and $126,528 and $0 for the years ended December 31, 2025, 2024 and 2023, respectively, based on the supporting intangible asset schedules in the Excel workbook.

Estimated amortization expense for the subsequent five years and thereafter is as follows:

Year		Amount
2026	$	1,417,667
2027		1,417,667
2028		1,417,667
2029		1,417,667
2030		1,417,667
Thereafter		7,566,000
Total	**$**	**14,654,333**

Goodwill

Changes in the net carrying value of goodwill for the years ended December 31, 2025, 2024 and 2023 are as follows:

Changes in the net carrying value of goodwill		2025		2024		2023
Balance, beginning of year	$	12,424	$	-	$	-
Goodwill acquired during the year		-		250,000		-
Goodwill acquired — Neighborhood Barre (Aug 2024)				12,424		
Goodwill write-off (discontinued operations)		-		(250,000)		-
Balance, end of year	**$**	**12,424**	**$**	**12,424**	**$**	**-**

2024: Goodwill of 250,000 recognized upon acquisition of Eat the Frog Franchising LLC (Apr 2024).

2025: EF goodwill of 250,000 fully written off upon wind-down of EF discontinued operations (Jun 2025). NB goodwill of 12,424 recognized upon acquisition of Neighborhood Barre (Aug 2024) remains on the balance sheet. CycleBar/Rumble Boxing acquisition (Jul 2025) resulted in a Bargain Purchase Gain — no goodwill recorded.

7. Other Long-term Assets & Discontinued operations

Discontinued Operations

The Company has classified certain operations as discontinued operations. These operations include certain activities associated with Eat the Frog Franchising LLC, Purvelo Franchising LLC, and Purvelo, LLC / Studio. The results of these operations have been excluded from continuing operations and are presented separately as loss from discontinued operations in the accompanying consolidated statements of operations.

7. Other Long-term Assets & Discontinued operations: (Continued)

For the years ended December 31, 2025, 2024, and 2023, the Company recognized losses from discontinued operations of $373,761, $339,749, and $268,601, respectively.:

	2025	2024	2023
Loss from discontinued operations, per consolidated statements of operations	$ (321,869)	$ (289,838)	$ (225,396)

Assets and liabilities related to discontinued operations are presented separately in the accompanying consolidated balance sheets as assets held for sale — discontinued operations and liabilities held for sale — discontinued operations. As of December 31, 2025, the discontinued operations consisted primarily of remaining current liabilities, with no assets classified as held for sale. As of December 31, 2024 and 2023, the Company had assets and current liabilities related to discontinued operations remaining on the consolidated balance sheets.

The assets and liabilities related to discontinued operations consisted of the following:

	2025	2024	2023
Due from (to) affiliates, net	$ (215,365)	$ -	$ -
Total other assets (net)	$ (215,365)	$ -	$ -

Other long-term assets consisted of the following as of December 31, 2025, 2024 and 2023:

	2025	2024	2023
Current assets held for sale — discontinued operations	$ -	$ -	$ 14,566
Non-current assets held for sale — discontinued operations	264,618	579,559	354,679
Total assets held for sale — discontinued operations	$ 264,618	$ 579,559	$ 369,245
Current liabilities held for sale — discontinued operations	$ 156,197	$ 212,617	$ 266,472
Net assets / liabilities held for sale — discontinued operations	$ 108,421	$ 366,942	$ 102,773

8. Long-term Debt

Long-term debt consisted of the following as of December 31, 2025, 2024 and 2023:

	2025	2024	2023
Total debt per Balance Sheet	$ 9,140,796	$ 1,658,525	$ 1,708,813
Bay Point Capital - Senior Secured Loan			
Principal	$ 5,500,000	$ -	$ -
Interest rate	13.50%	0.00%	0.00%
Maturity			
DannRiver Holdings LLC - Promissory Note			
Principal	$ 2,000,000	$ -	$ -
Interest rate	16.50%	0.00%	0.00%
Maturity	7/24/2028		
NB Seller Note (paid off Nov 2025)	$ 236,474	$ 1,658,525	

As of December 31, 2025, 2024, and 2023, debt per the consolidated balance sheets was $9,140,796, $1,658,525, and $1,708,813, respectively.

Amortization of deferred loan costs of $29,520 was included in interest expense for the year ended December 31, 2025.

For the year ended December 31, 2025, the consolidated statement of cash flows reflects borrowings from long-term debt of $7,500,000 and repayments of long-term debt of $236,474.

Future maturities of long-term debt as of December 31, 2025 are as follows:

Year	Amount
2026	$ 671,463
2027	1,130,934
2028	5,790,437
2029	33,335
2030	34,607
Thereafter	1,480,020
Total	$ 9,140,796

9. Leases

At December 31, 2025, 2024, and 2023, the Company had an operating lease related to one of its discontinued operations. The lease is payable in various monthly installments through February 2028 and bears interest at a rate of 3.9%.

The related right-of-use asset is no longer being amortized, as the lease relates to discontinued operations and amortization ceased at the beginning of 2023. The following table presents the right-of-use asset and lease liability balances as of December 31, 2025, 2024, and 2023:

	2025	2024	2023
ROU Asset (Discontinued)	$ 264,618	$ 264,618	$ 264,618
Lease Liability (Discontinued)	$ 119,610	$ 171,502	$ 221,413

The following are the annual requirements of the lease:

2026	$ 57,473
2027	57,473
2028	4,789
Total	119,735
Less imputed intrest	$ 124
Net	$ 119,610

10. Contingencies

The Company is engaged in various legal proceedings incidental to its normal business activities. Management has determined that it is not probable that the Company has incurred any loss contingencies as defined in FASB ASC Topic 450, Contingencies. Accordingly, no liabilities have been recorded for such matters as of December 31, 2025, 2024 and 2023. Management believes that the outcome of such matters will not have a material effect of the Company's consolidated financial statements.

11. Employee Benefits Plans

The Company sponsors a 401(k) plan covering employees meeting certain eligibility requirements. Company contributions to the plan, if any, are discretionary.

12. Subsequent Events

Management has evaluated subsequent events through May 28, 2026, the date on which the financial statements were available to be issued and has determined there are no additional items requiring recognition or disclosure.

EXHIBIT D

GUARANTY OF PERFORMANCE

GUARANTEE OF PERFORMANCE
FTC

For value received, Extraordinary Brands, LLC, a Delaware limited liability corporation located at 126 Garrett Street, Suite J, Charlottesville, Virginia 22902 (the "**Guarantor**"), absolutely and unconditionally guarantees to assume the duties and obligations of EB CycleBar Franchising, LLC, a limited liability corporation located at 126 Garrett Street, Suite J, Charlottesville, Virginia 22902 (the "**Franchisor**"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2026 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor executes this guarantee in Charlottesville, Virginia on the 18th day of June, 2026.

Guarantor:

Extraordinary Brands, LLC

By: Signed by: Paul Flick
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Name: Paul Flick

Title: CEO

GUARANTEE OF PERFORMANCE
Virginia

For value received, absolutely and unconditionally guarantees the performance by Extraordinary Brands, LLC, a Delaware limited liability corporation located at 126 Garrett Street, Suite J, Charlottesville, Virginia 22902 (the "**Guarantor**") of all the obligations of EB CycleBar Franchising, LLC, limited liability corporation located at 126 Garrett Street, Suite J, Charlottesville, Virginia 22902 under its franchise registration in the State of Virginia and of its franchise agreements. This guarantee continues until all such obligations of EB CycleBar Franchising, LLC under its franchise registration and franchise agreements are satisfied. Extraordinary Brands, LLC is not discharged from liability if a claim by the franchisee against EB CycleBar Franchising, LLC remains outstanding. Notice of acceptance is waived. Notice of default on the part of EB CycleBar Franchising, LLC is not waived. This guarantee is binding on Extraordinary Brands, LLC and on its successors and assigns.

The Guarantor executes this guarantee in Charlottesville, Virginia on the 18th day of June, 2026.

Guarantor:

Extraordinary Brands, LLC

Signed by:

By: Paul Flick ______________________________

F462492C8A4041F...

Name: Paul Flick

Title: CEO

GUARANTEE OF PERFORMANCE
Illinois

For value received, Extraordinary Brands, LLC ("**Guarantor**"), a limited liability company organized under the laws of the State of Delaware and located at 126 Garrett Street, Suite J, Charlottesville, Virginia 22902, absolutely and unconditionally guarantees to assume the duties and obligations of EB CycleBar Franchising, LLC, located at 126 Garrett Street, Suite J, Charlottesville, Virginia 22902 (the "**Franchisor**"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2026 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and on its successors and assigns.

The Guarantor executes this guarantee in Charlottesville, Virginia on the 18th day of June, 2026.

Guarantor:

Extraordinary Brands, LLC

Signed by:

By: Paul Flick

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Name: Paul Flick

Title: CEO

EXHIBIT E

STATEMENT OF PROSPECTIVE FRANCHISEE

EB CYCLEBAR FRANCHISING, LLC
STATEMENT OF PROSPECTIVE FRANCHISEE

[Note: Dates and Answers Must Be Completed in the Prospective Franchisee's Own Handwriting.]

California franchisees should not complete this Statement. If any California franchisee completes this Statement, it is against California public policy and will be void and unenforceable, and we will destroy, disregard, and will not rely on such Statement.

**** If the state franchise registration and disclosure laws of California, Hawaii, Illinois, Indiana, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin apply to you, then you are not required to complete this Statement of Prospective Franchisee. Do not sign this Statement if you are a resident of Maryland or the franchise is to be operated in Maryland. ****

Do not sign this Statement of Prospective Franchisee if you are a resident of Washington or the business that you will operate is located in Washington. This Statement of Prospective Franchisee does not waive any liability we may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

Since the Prospective Franchisee (also called "me," "our," "us," "we" and/or "I" in this document) and EB CycleBar Franchising, LLC (also called the "Franchisor" or "CycleBar") both have an interest in making sure that no misunderstandings exist between them, and to verify that no violations of law might have occurred, and understanding that the Franchisor is relying on the statements I/we make in this document, I/we assure the Franchisor as follows:

A. The following dates and information are true and correct:

1.	_____________, 20___ **Initials** _____________	The date on which I/we received a Uniform Franchise Disclosure Document about a Franchise.
2.	_____________, 20___ **Initials** _____________	The date when I/we received a fully completed copy (other than signatures) of the Franchise Agreement, Multi-Unit Agreement (if appropriate) and all other documents I/we later signed.
3.	_____________, 20___ **Initials** _____________	The earliest date on which I/we signed the Franchise Agreement, Multi-Unit Agreement or any other binding document (not including any Letter or other Acknowledgment of Receipt.)
4.	_____________, 20___ **Initials** _____________	The earliest date on which I/we delivered cash, check or other consideration to the Franchisor, or any other person or company.

B. Representations and Other Matters:

1. No oral, written, visual or other promises, agreements, commitments, representations, understandings, "side deals," options, rights-of-first-refusal or otherwise of any type (collectively, the "representations"), including, but not limited to, any which expanded upon or were inconsistent with the Disclosure Document, the Franchise Agreement, or any other written documents, have been made to or

with me/us with respect to any matter (including, but not limited to, advertising, marketing, site location and/or development, operational, marketing or administrative assistance, exclusive rights or exclusive or protected territory or otherwise) nor have I/we relied in any way on any such representations, except as expressly set forth in the Franchise Agreement, or a written Addendum thereto signed by the Prospective Franchisee and the Franchisor, except as follows:

____.
(If none, the Prospective Franchisee should write NONE in his/her/their own handwriting.)

Prospective Franchisee's Initials: ______________________________________

2. No oral, written, visual or other claim, guarantee or representation (including, but not limited to, charts, tables, spreadsheets or mathematical calculations to demonstrate actual or possible results based on a combination of variables, such as multiples of price and quantity to reflect gross sales, or otherwise), which stated or suggested any specific level or range of actual or potential sales, costs, income, expenses, profits, cash flow, tax effects or otherwise (or from which such items might be ascertained), from franchised or non-franchised units, was made to me/us by Franchisor, its affiliates or agents/representatives, nor have I/we relied in any way on any such information, except for information (if any) expressly set forth in Item 19 of the Franchisor's Disclosure Document (or an exhibit referred to therein), except as follows:

Prospective Franchisee's Initials: __________________________________

3. No contingency, prerequisite, reservation or otherwise exists with respect to any matter (including, but not limited to, the Prospective Franchisee obtaining any financing, the Prospective Franchisee's selection, purchase, lease or otherwise of a location, any operational matters or otherwise) or the Prospective Franchisee fully performing any of the Prospective Franchisee's obligations, nor is the Prospective Franchisee relying on the Franchisor or any other entity to provide or arrange financing of any type, nor have I/we relied in any way on such, except as expressly set forth in the Franchise Agreement, Multi-Unit Agreement (if and as appropriate) or a written Addendum thereto signed by the Prospective Franchisee and the Franchisor, except as follows:

____.
(If none, the Prospective Franchisee should write NONE in his/her/their own handwriting.)

Prospective Franchisee’s Initials: __________________________________

4. The individuals signing for the “Prospective Franchisee” constitute all of the executive officers, partners, shareholders, investors and/or principals of the Prospective Franchisee and each of such individuals has received the Uniform Franchise Disclosure Document and all exhibits and carefully read, discussed, understands and agrees to the Franchise Agreement, Multi-Unit Agreement (if and as appropriate), each written Addendum and any Personal Guarantees.

Prospective Franchisee's Initials: __________________________________

5. I/we have had an opportunity to consult with an independent professional advisor, such as an attorney or accountant, prior to signing any binding documents or paying any sums, and the Franchisor has strongly recommended that I/we obtain such independent professional advice. I/we have also been strongly advised by the Franchisor to discuss my/our proposed purchase of, or investment in, a CycleBar Studio Franchise with existing Franchisees prior to signing any binding documents or paying any sums and I/we have been supplied with a list of existing CycleBar Studio Franchisees.

Prospective Franchisee's Initials: __________________________________

6. I confirm that, as advised, I've spoken with past and/or existing CycleBar Studio Franchisees, and that I made the decision as to which, and how many, CycleBar Studio Franchisees to speak with.

Prospective Franchisee's Initials: ___________________________________

7. I/we understand that: entry into any business venture necessarily involves some unavoidable risk of loss or failure, the purchase of a CycleBar Franchise (or any other) is a speculative investment, an investment beyond that outlined in the Disclosure Document may be required to succeed, there exists no guaranty against possible loss or failure in this or any other business and the most important factors in the success of any CycleBar Franchise, including the one to be operated by me/us, are my/our personal business, marketing, sales, management, judgment and other skills.

Prospective Franchisee's Initials: ______________________________________

<u>If there are any matters inconsistent with the statements in this document, or if anyone has suggested that I sign this document without all of its statements being true, correct and complete, I/we will (a) immediately inform EB CycleBar Franchising, LLC (949) 346-3000, and (b) make a written statement regarding such next to my signature below so that the Franchisor may address and resolve any such issue(s) at this time and before either party goes forward.</u>

I/we understand and agree that the Franchisor does not furnish or endorse, or authorize its salespersons or others to furnish or endorse, any oral, written or other information concerning actual or potential sales, costs, income, expenses, profits, cash flow, tax effects or otherwise (or from which such items might be ascertained), from franchised or non-franchised units, that such information (if any) not expressly set forth in Item 19 of the Franchisor's Disclosure Document (or an exhibit referred to therein) is <u>not reliable and that I/we have not relied on it, that no such results can be assured or estimated and that actual results will vary from unit to unit, franchise to franchise, and may vary significantly</u>.

Prospective Franchisee's Initials: ___________________________________

I/we understand and agree to all of the foregoing and represent and warrant that all of the above statements are true, correct and complete.

Date: ____________________________

If the franchised business that you will operate is located in Maryland or if you are a resident of Maryland, the following shall apply:

> Any acknowledgments or representations of the franchisee which disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Franchise Law 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.

If any California franchisee completes this Statement of Prospective Franchisee, we will destroy, disregard, and will not rely on such Statement of Prospective Franchisee.

This Statement of Prospective Franchisee does not waive any liability we may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

PROSPECTIVE FRANCHISEE (Individual)

____
Signature

____
Printed Name

____
Signature

____
Printed Name

PROSPECTIVE FRANCHISEE (Corp., LLC or Partnership) [Must be accompanied by appropriate personal guarantee(s)]

____
Legal Name of Entity

a ______________________________________
State of incorporation, formation, etc.

By: ____________________________________
Name

____
Signature

Title:________________________________

EXHIBIT F

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EXHIBIT G

FORM OF GENERAL RELEASE

EB CYCLEBAR FRANCHISING, LLC
GENERAL RELEASE OF ALL CLAIMS

_______________________ (**FRANCHISEE**”) and **_____________________, an individual** (“**GUARANTOR**”) enter into this General Release on __________________, with reference to the following facts:

1. On **_____________________, EB CYCLEBAR FRANCHISING, LLC,** a Virginia limited liability company (“**FRANCHISOR**”), and FRANCHISEE entered into a Franchise Agreement (the “**Franchise Agreement**”) to operate a Franchised Business located at _________________________________ (the “**Premises**”). GUARANTOR guaranteed FRANCHISEE’s performance under the Franchise Agreement pursuant to a Guarantee and Assumption of Obligations (the “Guarantee”). In consideration of FRANCHISOR’S processing and approval of ____, the Franchise Agreement provides that FRANCHISEE must sign this General Release as a condition to such ___________. All capitalized terms not otherwise defined in this General Release shall have the same meaning as in the Franchise Agreement and/or the Guarantee.

2. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FRANCHISEE and GUARANTOR hereby release and forever discharge FRANCHISOR, its parents and subsidiaries and the directors, officers, employees, attorneys and agents of said corporations, and each of them, from any and all claims, obligations, liabilities, demands, costs, expenses, damages, actions and causes of action, of whatever nature, character or description, known or unknown (collectively “Damages”), which arose on or before the date of this General Release, including any Damages with respect to the Franchise Agreement, the Franchised Business, the Premises and the Guarantee. FRANCHISEE waives any right or benefit which FRANCHISEE or GUARANTOR may have under Section 1542 of the California Civil Code or any equivalent law or statute of any other state. Section 1542 of the California Civil Code reads as follows:

> “Section 1542. Certain claims not affected by general release. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

FRANCHISEE and GUARANTOR acknowledge and agree that notwithstanding anything to the contrary, nothing in this General Release or any other agreement with FRANCHISOR restricts or prohibits any person from initiating communications directly with, responding to any inquiries from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the U.S. Securities and Exchange Commission, or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. No person needs the prior authorization of FRANCHISOR to engage in conduct protected by the preceding sentence, and no person needs to notify FRANCHISOR that such person has engaged in such conduct.

3. This General Release sets forth the entire agreement and understanding of the parties regarding the subject matter of this General Release and any agreement, representation or understanding, express or implied, heretofore made by any party or exchanged between the parties are hereby waived and canceled.

4. This Agreement shall be binding upon each of the parties to this General Release and their respective heirs, executors, administrators, personal representatives, successors and assigns.

Any general release provided hereunder shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Any general release provided hereunder shall not apply to any liability under the Minnesota Franchise Act.

Any general release provided hereunder shall not apply to any liability under the Washington Franchise Investment Protection Act, and rules adopted thereunder.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned have executed this General Release as of the day and year set forth above.

FRANCHISEE:

By: ____

Print Name: ____________________________________

Title: ____

GUARANTOR:
____, an individual

EXHIBIT H

STATE SPECIFIC ADDENDA

**ADDITIONAL DISCLOSURES FOR THE
FRANCHISE DISCLOSURE DOCUMENT OF
EB CYCLEBAR FRANCHISING, LLC**

The following are additional disclosures for the Franchise Disclosure Document of EB CYCLEBAR FRANCHISING, LLC required by various state franchise laws. Each provision of these additional disclosures will only apply to you if the applicable state franchise law applies to you.

FOR THE FOLLOWING STATES: CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, OR WISCONSIN.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ILLINOIS

The State Cover Page and Item 17 of this disclosure document are amended by adding the following:

1. Illinois law governs the Franchise Agreement(s).

2. In conformance with Section 4 of the 3.Illinois Franchise Disclosure Act, any provision in the 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 outside Illinois.

3. Your rights Upon Termination and Non-Renewal of an agreement are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

4. In conformance with Section 41 of the Illinois Franchise Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of Illinois is void.

5. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

MARYLAND

1. Items 5 of this disclosure document is amended by adding the following:

Pursuant to COMAR 02.02.08.16L, the general release required as a condition of sale shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Item 17, under the Summary column of parts (c) and (m), is amended to include the following paragraph:

A general release required as a condition of renewal, sale and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. Item 17, under the Summary column of part (h), is amended to include the following sentence: A provision in the Franchise Agreement that provides for termination on your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

4. Item 17, under the Summary column of part (v), is modified to include the words "A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law."

5. Item 17 is amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

6. Sections XII.E. and XIII.P of the Franchise Agreement are deleted in their entirety.

7. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

NEW YORK

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 RESOURCES OR 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 ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. 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 THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is to be added at the end of Item 3:

Except as provided above, the following applies 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 that is 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 ten years 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.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten years 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 the "Summary" sections of Item 17(c), titled "Requirements for a 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; this proviso intends that the nonwaiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "Termination by a franchisee": "You may terminate the agreement on any grounds available by law."

5. 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 the franchisee by Article 33 of the General Business Law of the State of New York.

6. Franchise Questionnaires and Acknowledgements--No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment

of any consideration that relates to the franchise relationship.

RHODE ISLAND

1. The following language is added to the end of the "Summary" sections of Item 17.v, entitled **Choice of forum**, and 17.w, entitled **Choice of law**:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act 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 this Act. To the extent required by applicable law Rhode Island law will apply to claims arising under the Rhode Island Franchise Investment Act."

VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, Item 17 of the Franchise disclosure document for use in the Commonwealth of Virginia is amended as follows:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the Development Agreement/Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Development Agreement/Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

Any securities offered or sold by the franchisee as part of the Strong Pilates franchise must either be registered or exempt from registration under Section 13.1-514 of the Virginia Securities Act.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act ("Act"), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.

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

THE FOLLOWING PAGES IN THIS EXHIBIT ARE STATE-SPECIFIC RIDERS TO THE MULTI-UNIT AGREEMENT

RIDER TO THE EB CYCLEBAR FRANCHISING, LLC
MULTI-UNIT AGREEMENT
FOR USE IN ILLINOIS

THIS RIDER (this "**Rider**") is made and entered into by and between **EB CYCLEBAR FRANCHISING, LLC**, a Virginia limited liability company with its principal business address at 126 Garrett Street, Suite J, Charlottesville, Virginia 22902 ("**Franchisor**"), and ____, whose principal business address is ____________ ___________________________ ("**Developer**").

1. **Background**. Franchisor and Developer are parties to that certain Multi-Unit Agreement dated ____________, 20___ (the "**Multi-Unit Agreement**") that has been signed concurrently with the signing of this Rider. This Rider supersedes any inconsistent or conflicting provisions of the Multi-Unit Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Multi-Unit Agreement. This Rider is annexed to and forms part of the Multi-Unit Agreement. This Rider is being signed because (a) Developer is domiciled in the State of Illinois, or (b) the offer of the franchise is made or accepted in the State of Illinois and the Studios that Developer develops under the Multi-Unit Agreement are or will be located in the State of Illinois.

2. **Waiver of Jury Trial; Class Actions**. The following is added to the end of Sections 12.H (**Waiver of Jury Trial)** and 12.I (**Waiver of Class Actions)** of the Multi-Unit Agreement:

> Nothing contained in this section shall constitute a condition, stipulation, or provision purporting to bind any person to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of the State of Illinois, to the extent applicable.

3. **Limitation of Actions**. The following is added to the end of Section 12.K (**Limitation of Actions**) of the Multi-Unit Agreement:

> However, nothing contained in this section shall constitute a condition, stipulation, or provision purporting to bind any person to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of the State of Illinois, to the extent applicable.

4. **Illinois Franchise Disclosure Act**. The following language is added to the end of the Multi-Unit Agreement:

> Except for the U.S. Federal Arbitration Act and other federal laws in the U.S., the laws of the State of Illinois will govern this Agreement.
>
> Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a multi-unit agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a multi-unit agreement may provide for arbitration outside of Illinois.
>
> Section 41 of the Illinois Franchise Disclosure Act provides that 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.
>
> Developer's rights upon termination and non-renewal of a multi-unit agreement are subject to sections 19 and 20 of the Illinois Franchise Disclosure Act.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the effective date of the Multi-Unit Agreement.

EB CYCLEBAR FRANCHISING, LLC, a Virginia limited liability company	**[NAME OF DEVELOPER]**
By: ___________________________________	By: _________________________________
Name: ________________________________	Name: _______________________________
Title: _________________________________	Capacity: _____________________________
Date: ________________________________	Date: ________________________________

RIDER TO THE EB CYCLEBAR FRANCHISING, LLC
MULTI-UNIT AGREEMENT
FOR USE IN MARYLAND

THIS RIDER (this "**Rider**") is made and entered into by and between **EB CYCLEBAR FRANCHISING, LLC**, a Virginia limited liability company with its principal business address at 126 Garrett Street, Suite J, Charlottesville, Virginia 22902 ("**Franchisor**"), and ____, whose principal business address is _____________ ___________________________ ("**Developer**").

1. **Background**. Franchisor and Developer are parties to that certain Multi-Unit Agreement dated ___________________________, 20___ (the "**Multi-Unit Agreement**") that has been signed concurrently with the signing of this Rider. This Rider supersedes any inconsistent or conflicting provisions of the Multi-Unit Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Multi-Unit Agreement. This Rider is annexed to and forms part of the Multi-Unit Agreement. This Rider is being signed because (a) Developer is a resident of the State of Maryland; or (b) the Studios that Developer develops under the Multi-Unit Agreement are or will be developed in the State of Maryland; or (c) the offer to sell is made in the State of Maryland; or (d) the offer to buy is accepted in the State of Maryland.

2. **Development Fee.** The following is added to the end of Section 4 (**Development Fee**) of the Multi-Unit Agreement:

> Pursuant to an order of the Maryland Securities Commissioner, we have posted a Surety Bond in the requested amount. The terms of the Surety Bond will remain in effect until we have completed all of our initial obligations to you under the Multi-Unit Agreement and you have opened your first Studio under the Multi-Unit Agreement. A copy of the Surety Bond is on file with the Maryland Securities Commissioner.

3. **Insolvency**. The following is added to the end of Section 8.A.(1)(b) (**Termination of Franchise by Franchisor**) of the Multi-Unit Agreement:

> The provision which provides for termination upon Developer's bankruptcy might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.).

4. **Release**. The following is added to the end of Section 9.B (**Transfer of Interest - By Developer and its Owners**) of the Multi-Unit Agreement:

> Pursuant to COMAR 02.02.08.16L, any release required as a condition of renewal and/or assignment/transfer will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

5. **Governing Law; Consent to Jurisdiction.** The following is added to the end of Sections 12.A (**Governing Law)** and 12.F (**Consent to Jurisdiction)** of the Multi-Unit Agreement:

> ; provided, however, Developer may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Maryland law may apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

6. **Mediation; Mandatory Binding Arbitration**. The following is added to the end of Sections 12.C (**Mediation**) and 12.D (**Mandatory Binding Arbitration**) of the Multi-Unit Agreement:

> A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Registration and Disclosure Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

7. **Waiver of Jury Trial, Class Actions; Limitation of Actions**. The following is added to the end of Sections 12.H (**Waiver of Jury Trial)**, 12.I (**Waiver of Class Actions)** and 12.K (**Limitation of Actions)** of the Multi-Unit Agreement:

> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the effective date of the Multi-Unit Agreement.

EB CYCLEBAR FRANCHISING, LLC, a Virginia limited liability company	**[NAME OF DEVELOPER]**
By: ___________________________________	By: ___________________________________
Name: _________________________________	Name: _________________________________
Title: __________________________________	Capacity: ______________________________
Date: _________________________________	Date: _________________________________

RIDER TO THE EB CYCLEBAR FRANCHISING, LLC
MULTI-UNIT AGREEMENT
FOR USE IN RHODE ISLAND

THIS RIDER (this "**Rider**") is made and entered into by and between **EB CYCLEBAR FRANCHISING, LLC**, a Virginia limited liability company with its principal business address at 126 Garrett Street, Suite J, Charlottesville, Virginia 22902 ("**Franchisor**"), and ____, whose principal business address is ____________ ___________________________ ("**Developer**").

1. **Background**. Franchisor and Developer are parties to that certain Multi-Unit Agreement dated ___________________________, 20____ (the "**Multi-Unit Agreement**") that has been signed concurrently with the signing of this Rider. This Rider supersedes any inconsistent or conflicting provisions of the Multi-Unit Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Multi-Unit Agreement. This Rider is annexed to and forms part of the Multi-Unit Agreement. This Rider is being signed because (a) an offer to sell is made or accepted in the State of Rhode Island, or (b) Developer is a resident of the State of Rhode Island and the Studios Developer develops under its Multi-Unit Agreement are or will be operated in the State of Rhode Island.

2. **Governing Law**. The following is added at the end of Section 12.A (**Governing Law**) of the Multi-Unit Agreement:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "To the extent required by applicable law, Rhode Island law will apply to claims arising under the Rhode Island Franchise Investment Act."

3. **Consent to Jurisdiction**. The following is added at the end of Section 12.F (**Consent to Jurisdiction**) of the Multi-Unit Agreement:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a multi-unit 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 this Act."

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the effective date of the Multi-Unit Agreement.

EB CYCLEBAR FRANCHISING, LLC, a Virginia limited liability company	**[NAME OF DEVELOPER]**
By: ___________________________________	By: ________________________________
Name: ________________________________	Name: ______________________________
Title: _________________________________	Capacity: ____________________________
Date: ________________________________	Date: _______________________________

THE FOLLOWING PAGES IN THIS EXHIBIT ARE STATE-SPECIFIC RIDERS TO THE FRANCHISE AGREEMENT

RIDER TO THE EB CYCLEBAR FRANCHISING, LLC
FRANCHISE AGREEMENT
FOR USE IN ILLINOIS

THIS RIDER (this "**Rider**") is made and entered into by and between **EB CYCLEBAR FRANCHISING, LLC**, a Virginia limited liability company with its principal business address at 126 Garrett Street, Suite J, Charlottesville, Virginia 22902 ("**Franchisor**"), and ____, whose principal business address is _____________ ___________________________ ("**Franchisee**").

1. **Background**. Franchisor and Franchise are parties to that certain Franchise Agreement dated ___________________________, 20___ (the "**Franchise Agreement**") that has been signed concurrently with the signing of this Rider. This Rider supersedes any inconsistent or conflicting provisions of the Franchise Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Franchise Agreement. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) Franchisee is domiciled in the State of Illinois, or (b) the offer for the sale of the franchise was made or accepted in the State of Illinois and the Studio that Franchisee operates under its Franchise Agreement is or will be operated in the State of Illinois.

2. **Waiver of Jury Trial; Class Actions**. The following is added to the end of Sections 16.8 (**Waiver of Jury Trial)** and 16.9 (**Waiver of Class Actions)** of the Franchise Agreement:

> Nothing contained in this section shall constitute a condition, stipulation, or provision purporting to bind any person to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of the State of Illinois, to the extent applicable.

3. **Limitation of Actions**. Section 16.12 (**Limitation of Actions**) of the Franchise Agreement is amended by adding the following:

> However, nothing contained in this section shall constitute a condition, stipulation, or provision purporting to bind any person to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of the State of Illinois, to the extent applicable.

4. **Illinois Franchise Disclosure Act**. The following language is added to the end of the Franchise Agreement:

> Except for the U.S. Federal Arbitration Act and other federal laws in the U.S., the laws of the State of Illinois will govern this Agreement.
>
> Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.
>
> Section 41 of the Illinois Franchise Disclosure Act provides that 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.
>
> Franchisee's rights upon termination and non-renewal of a franchise agreement are subject to sections 19 and 20 of the Illinois Franchise Disclosure Act.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the effective date of the Franchise Agreement.

EB CYCLEBAR FRANCHISING, LLC,
a Virginia limited liability company

By: ___________________________________
Name: _________________________________
Title: _________________________________
Date: ________________________________

"FRANCHISEE"

[if an individual]

____
[Name], individually

Sign: ________________________________
Date: ________________________________

[if a legal entity]

____
[Name], a [state/type]

By: _________________________________
Name: _______________________________
Title: _______________________________
Date: _______________________________

RIDER TO THE EB CYCLEBAR FRANCHISING, LLC
FRANCHISE AGREEMENT
FOR USE IN MARYLAND

THIS RIDER (this "**Rider**") is made and entered into by and between **EB CYCLEBAR FRANCHISING, LLC**, a Virginia limited liability company with its principal business address at 126 Garrett Street, Suite J, Charlottesville, Virginia 22902 ("**Franchisor**"), and ____, whose principal business address is _____________ ____________________________ ("**Franchisee**").

1. **Background**. Franchisor and Franchisee are parties to that certain Franchise Agreement dated ___________________________, 20___ (the "**Franchise Agreement**") that has been signed concurrently with the signing of this Rider. This Rider supersedes any inconsistent or conflicting provisions of the Franchise Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Franchise Agreement. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) Franchisee is a resident of the State of Maryland; or (b) the Studio that Franchisee operates under its Franchise Agreement is or will be operated in the State of Maryland; or (c) the offer to sell the franchise was made in the State of Maryland; or (d) the offer to buy the franchise was accepted in the State of Maryland.

2. **Releases.** The following is added to the end of Sections 3.2.C (**Successor Franchise**) and 14.2 (**Conditions for Approval of Transfer**) of the Franchise Agreement:

> Pursuant to COMAR 02.02.08.16L, any release required as a condition of renewal and/or assignment/transfer will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

3. **Initial Franchise Fee.** The following is added to the end of Section 5.1 (**Initial Franchise Fee**) of the Franchise Agreement:

> Pursuant to an order of the Maryland Securities Commissioner, we have posted a Surety Bond in the requested amount. The terms of the Surety Bond will remain in effect until we have completed all of our initial obligations to you under the Franchise Agreement and you have opened your Studio. A copy of the Surety Bond is on file with the Maryland Securities Commissioner.

4. **Insolvency**. The following is added to the end of Sections 15.1.A(2) and (3) (**Termination of Franchise by Franchisor**) of the Franchise Agreement:

> This Section might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.).

5. **Governing Law; Consent to Jurisdiction.** The following is added to the end of Sections 16.1 (**Governing Law)** and 16.6 (**Consent to Jurisdiction)** of the Franchise Agreement:

> ; provided, however, Franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

6. **Mediation; Mandatory Binding Arbitration**. Sections 16.3 (**Mediation**) and 16.4 (**Mandatory Binding Arbitration**) of the Franchise Agreement are supplemented by adding the following to the end of the Section:

> A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Registration and Disclosure Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

7. **Waiver of Jury Trial, Class Actions; Limitation of Actions**. The following is added to the end of Sections 16.8 (**Waiver of Jury Trial)**,16.9 (**Waiver of Class Actions)** and 16.12 (**Limitation of Actions)** of the Franchise Agreement:

> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

8. **Acknowledgments**. Only to the extent that Section 18 (**Acknowledgments**) does not comply with Maryland law, such Section is deleted.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the effective date of the Franchise Agreement.

EB CYCLEBAR FRANCHISING, LLC,
a Virginia limited liability company

By: ___________________________________
Name: _________________________________
Title: _________________________________
Date: _________________________________

"FRANCHISEE"

[if an individual]

____
[Name], individually

Sign: _________________________________
Date: _________________________________

[if a legal entity]

____
[Name], a [state/type]

By: ___________________________________
Name: _________________________________
Title: _________________________________
Date: _________________________________

RIDER TO THE EB CYCLEBAR FRANCHISING, LLC
FRANCHISE AGREEMENT
FOR USE IN RHODE ISLAND

THIS RIDER (this "**Rider**") is made and entered into by and between **EB CYCLEBAR FRANCHISING, LLC**, a Virginia limited liability company with its principal business address at 126 Garrett Street, Suite J, Charlottesville, Virginia 22902 ("**Franchisor**"), and ____, whose principal business address is ____________ __________________________ ("**Franchisee**").

1. **<u>Background</u>**. Franchisor and Franchisee are parties to that certain Franchise Agreement dated __________________________, 20____ (the "**Franchise Agreement**") that has been signed concurrently with the signing of this Rider. This Rider supersedes any inconsistent or conflicting provisions of the Franchise Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Franchise Agreement. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) any of the offering or sales activity relating to the Franchise Agreement occurred in Rhode Island, <u>or</u> (b) Franchisee is a resident of the State of Rhode Island <u>and</u> the Studio that Franchisee develops under its Franchise Agreement is or will be operated in the State of Rhode Island.

2. **<u>Governing Law</u>**. The following is added at the end of Section 16.1 (**<u>Governing Law</u>**) of the Franchise Agreement:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "To the extent required by applicable law, Rhode Island law will apply to claims arising under the Rhode Island Franchise Investment Act."

3. **<u>Consent to Jurisdiction</u>**. The following is added at the end of Section 16.6 (**<u>Consent to Jurisdiction</u>**) of the Franchise Agreement:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act 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 this Act."

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the effective date of the Franchise Agreement.

EB CYCLEBAR FRANCHISING, LLC,
a Virginia limited liability company

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

"FRANCHISEE"

[if an individual]

____
[Name], individually

Sign: _________________________________
Date: _________________________________

[if a legal entity]

____
[Name], a [state/type]

By: ___________________________________
Name: _________________________________
Title: _________________________________
Date: _________________________________

EXHIBIT I

LIST OF CURRENT FRANCHISEES

LIST OF OPEN FRANCHISEES AS OF DECEMBER 31, 2025

	Franchisee	Address	City	State	Zip Code	Phone
1.	Milios, Sarah; Milios, Greg	319 S. Regent St, Suite 206	Flagstaff	Arizona	86001	928 551-6385
2.	Pitts, Jen	2484 S. Santan Village Parkway, Shops J Suite 106 & 107	Gilbert	Arizona	85295	303-903-4803
3.	Figorski, Jason; Junk, Ryan; Junk, Lindsay	7001 N. Scottsdale Rd., D 172/173	Scottsdale	Arizona	85250	480-433-0952
4.	Morningstar, Ryan; Cai, Kao	1929 University Ave.	Berkeley	California	94704	510 529-4881
5.	Pleli, Amrita; Pleli, Matt	3331 Castro Valley Blvd	Castro Valley	California	94546	510-473-5142
6.	Orlando, Rachael	870 Herndon Ave, 102	Clovis	California	93612	559 326-0441
7.	Sklar-Mulcahy, Stephanie	4130 Sepulveda Blvd, C	Culver City	California	90230	323 325-5759
8.	Groen, Kevin; Groen, Shana	360 Palladio Parkway, Ste. 405	Folsom	California	95630	916-273-4942
9.	Orlando, Rachael	8464 N. Friant Rd, 108	Fresno	California	93720	559 433-6619
10.	Abdeali, Abid	1847 Ximeno Ave.	Long Beach	California	90815	562-294-0676
11.	Hernandez, Raquel; Costello, Rob	7210 Day Creek Blvd., Suite 117	Rancho Cucamonga	California	91739	909-406-9928
12.	Hernandez, Raquel; Costello, Rob	455 W Stuart Ave. B100	Redlands	California	92373	909 855-6450
13.	Telford, Alan; Telford, Briana	1708 15th Street	Sacramento	California	95811	916 837-8479
14.	Vaidya, Prachi; Madhav, Prasad	9860 Hibert Street, Suite C-3	San Diego	California	92131	858-218-6191
15.	Meisenbach, Mark; Stephenson-Law, Joy	1040 University Ave, B213	San Diego	California	92103	619 832-2955
16.	Gadhiya, Manoj	130 Stockton Street, #130	San Jose	California	95126	408-707-8804
17.	Rubenstein, Jana	1646 San Elijo Road, Suite 101	San Marcos	California	92078	760 290-3259
18.	Pineda, Dana	14622 Ventura Blvd #201	Sherman Oaks	California	91403	818-510-3444
19.	Abdullah, Aamir	21207 Hawthorne Blvd.	Torrance	California	90503	424-699-1902
20.	Locker, Lisa	1230 West 38th Ave	Denver	Colorado	80211	720 287-2083
21.	Chapman, Sydnie, Whitmer, Zack	3300 S. College Ave, 140	Fort Collins	Colorado	80525	970 821-6437
22.	Locker, Lisa	7600 Landmark Way, Suite A-201	Greenwood Village	Colorado	80111	303 927-6889
23.	Binke, Dale; Binke, Laurette	8501 West Bowles Ave, 1100	Littleton	Colorado	80123	303 928-1774
24.	Binke, Dale; Binke, Laurette	7824 Park Meadows Dr, 150	Lone Tree	Colorado	80124	720 616-7148
25.	Chapman, Sydnie, Whitmer, Zack	5661 McWhinney Blvd	Loveland	Colorado	80538	970 888-6989

	Franchisee	Address	City	State	Zip Code	Phone
26.	Jacobson, Travis & Debbie	14215 Orchard Parkway, 400	Westminster	Colorado	80023	720 500-5698
27.	Giliotti, Rachel	535 Monroe Turnpike	Monroe	Connecticut	06468	203-261-9944
28.	Bratland, Lindsi	915 Hartford Turnpike Suite 28	Waterford	Connecticut	06385	917 209-9459
29.	Rocco, Cheryl; Reimer, Diana	55 Memorial Road	West Hartford	Connecticut	06107	860-850-0511
30.	Ghabra, John & Lorenz, Dan & O'Connor, Sean	1105 Delaware Ave NE	Washington D.C.	DC	20002	202 413-1854
31.	Renne, Andy	5560 N. Military Trail, 320	Boca Raton	Florida	33496	561 672-7682
32.	Renne, Andy	2270 S University Dr, 120	Davie	Florida	33324	954 635-2473
33.	Montone, Jenna	13499 S Cleveland Avenue	Ft Myers	Florida	33907	239-470-5943
34.	Demattia, Tanya	4700 International Parkway, Suite 1200	Heathrow	Florida	32771	407.928.4826
35.	Demattia, Tanya	1361 Alafaya Trail, Suite 100	Orlando	Florida	32765	321-294-5155
36.	Hoss, Kim & Clark, Frances	4550 Donald Ross Road	Palm Beach Gardens	Florida	33418	561 685-9449
37.	Susanne Krivanek	205 Bartram Market Dr. Suite 160	St. Johns	Florida	32259	904-494-8301
38.	Gosselin, Sarah	1413 Market St.	Tallahassee	Florida	32312	448-209-9722
39.	Rossi, Steve; Hopkins, Paige	5275 University Parkway, 101	University Park	Florida	34201	941 360-8450
40.	Doherty, Michelle	9312 Forest Hill Blvd	Wellington	Florida	33414	561-444-3185
41.	Scarafino, Lynette; Scarafino, Steve	16016 New Independence Parkway, Suite 120	Winter Garden	Florida	34787	407 757-4663
42.	Scarafino, Lynette; Scarafino, Steve	110 S Orlando Avenue, Suite 1	Winter Park	Florida	32789	407 821-4660
43.	Lynn, Angelo	4794 Ashford Dunwoody Rd. , 800	Dunwoody	Georgia	30338	470 299-8782
44.	Demattia, Tanya	4218 Washington Road, Suite 6	Evans	Georgia	30809	762-250-1099
45.	Lynn, Angelo	4880 Lower Roswell Rd. , 450	Marietta	Georgia	30068	770 672-0198
46.	Figorski, Jason; Junk, Ryan; Junk, Lindsay	124 Burr Ridge Parkway	Burr Ridge	Illinois	60527	630 842-8676
47.	Gaulin, Abby & Mark	720 N Lasalle Dr.	Chicago	Illinois	60654	716-553-2446
48.	Korabik, Bob & Betty	362 Yorktown Center, -	Lombard	Illinois	60148	630 729-9512
49.	Top, Franklin	116 Skokie Blvd.	Wilmette	Illinois	60091	847-807-3159
50.	Figorski, Jason; Junk, Ryan; Junk, Lindsay	5053 W, 117th St, -	Leawood	Kansas	66211	913 225-4569
51.	Loftin, Gerald	15 Digital Way	Maynard	Massachusetts	1754	978-344-2336
52.	Loftin, Gerald	525 Lincoln St Suite 23	Worcester	Massachusetts	1605	508-304-1666
53.	Bass, Jeff	387 Revolution Dr.	Somerville	Massachusetts	2145	617 863-7588
54.	Wayne, Jeff	20085 Haggerty Rd.	Northville	Michigan	48167	248 653-5855
55.	Pettus, Zach & Nitchals, Jean	2927 Girard Ave S, -	Minneapolis	Minnesota	55408	612 353-4492
56.	Willard, Robert	2285 Highway K	O'Fallen	Missouri	63368	636 321-7022

	Franchisee	Address	City	State	Zip Code	Phone
57.	Schnapp, Paul	8027 Dale Ave, -	Richmond Heights	Missouri	63117	314 230-9255
58.	Verma, Akhil	125 Verlvalen St.	Closter	New Jersey	07624	201-227-6400
59.	McGinnis, Becky & Stubbs, Jason	720 Monroe St, C300	Hoboken	New Jersey	7030	551 313-7037
60.	McGinnis, Becky & Stubbs, Jason	65 Bay Street	Jersey City	New Jersey	7302	201 375-4775
61.	Zaltsman, Alex	351 Millburn Ave	Millburn	New Jersey	7041	973 257-5543
62.	McGinnis, Becky & Stubbs, Jason	656 Bloomfield Ave, #8	Montclair	New Jersey	7042	973 337-8237
63.	Trujillo, Pedro	327 Franklin Ave, 7	Wyckoff	New Jersey	7481	201 897-3044
64.	Lundberg, Lance	173 North 3rd Street	Brooklyn	New York	11211	718 971-9289
65.	Williams, Lee; Williams, Christine	950 Franklin Ave, -	Garden City	New York	11530	516 515-0380
66.	Courtney Bonanno; James Bonanno	5725 Sunrise Highway	Holbrook	New York	11741	631-256-5960
67.	Hand, Robert	839 New York Ave	Huntington	New York	11743	631-629-8300
68.	Lundberg, Lance	39 W 21st St	New York	New York	10010	646 329-5913
69.	Lundberg, Lance	420 Park Ave S	New York	New York	10016	646 590-1222
70.	Lundberg, Lance	51 Astor Place	New York	New York	10003	646 882-0018
71.	Lundberg, Lance	201 East 67th Street, 3rd Floor	UES New York	New York	10065	917 409-0835
72.	McBride, Paul	201 S. Estes Drive, Space E-01	Chapel Hill	North Carolina	27514	919-914-6068
73.	Carr, Kia; Carr, Anthony*	339 S Kings Dr	Charlotte	North Carolina	28204	704 419-4080
74.	Demattia, Tanya	20601 Torrence Chapel Road, 5A	Cornelius	North Carolina	28031	704 657-3466
75.	Schermer, Torsten	2309 Matthews Township Parkway, Ste. 104	Matthews	North Carolina	28105	704 907–1000
76.	Logan, Mary; Heinert, Taylor	820 43rd Avenue NE	Bismarck	North Dakota	58501	701 426-9618
77.	Dauberman, Michael & Cifoni, Lauren	7184 Fulton Drive NW	Canton	Ohio	44718	330-838-6551
78.	Purton, Joseph	3355 Richmond Rd., 101A	Beachwood	Ohio	44122	216 307-3077
79.	Zubrzycki, Steve & Jane	3655 Rigby Rd, -	Dayton	Ohio	45342	937 557-8225
80.	Sorg, Chad	10630 Fremont Pike	Perrysburg	Ohio	43551	419 540-8440
81.	Renner, Jeremiah	1609 West Lane Ave	Upper Arlington	Ohio	43221	614-571-1768
82.	Yates, Chris	236 Market Street	Westlake	Ohio	44145	440 471-4820
83.	Neal, Peterson	3460 N. Williams Ave.	Portland	Oregon	97227	971-247-3884
84.	Glatter, Sandy; Moss, Kenneth	1475 Old York Road	Abington	Pennsylvania	19001	610-213-1434
85.	Cordivari, Mark	222 East Main Street	Collegeville	Pennsylvania	19426	484-750-6100
86.	Bugni, Robin	20430 Rte 19	Cranberry Township	Pennsylvania	16066	724-369-3810
87.	Lundberg, Lance	1521 Locust Street	Philadelphia	Pennsylvania	19102	267 324-5018
88.	Venbrux, Greg & Nuch	8001 McKnight Rd., -	Pittsburgh	Pennsylvania	15237	412 748-0560

	Franchisee	Address	City	State	Zip Code	Phone
89.	Bernard, Jonathan	1320 Park Manor Blvd, 201	Pittsburgh	Pennsylvania	15205	412 223-5345
90.	O'Rourke, Lisa	23 Providence Place	Providence	Rhode Island	2903	401 680-0228
91.	Robbins, Sydney; Robbins, Easton; Lyons, Matthew	4609 Forest Dr. Suite 4	Forest Acres	South Carolina	29206	864-616-1439
92.	Skoloff, Eric	307 East McBee Ave, B	Greenville	South Carolina	29601	864 451-7499
93.	McAlister, Jason	7685 Farmington Blvd., Suite 101	Germantown	Tennessee	38138	901 249-8205
94.	McAlister, Jason	588 S Cooper Street	Memphis	Tennessee	38104	901 800-2680
95.	Spivey, Brad & Trish	3820 CHARLOTTE AVE, #111	Nashville	Tennessee	37209	423-748-0131
96.	Salerno, Larry; Salerno, Rhonda	4701 183A Frontage Road, Suite E	Cedar Park	Texas	78613	512-626-8173
97.	Avalos, Jorge; Hrncirik, David	11700 Preston Rd, 625	Dallas	Texas	75230	214 484-9707
98.	Avalos, Jorge; Hrncirik, David	2020 Cedar Springs, 180	Dallas	Texas	75201	214 733-9473
99.	Hatch, Darron	7470 Cimarron Market	El Paso	Texas	79912	915 843-8074
100.	Leigh, Josh; Leigh, Jessica	5924 Convair Drive, Suite 440	Fort Worth	Texas	76109	972-890-4989
101.	Cannon, Brandy; Nnaji, Ninika	2717 Commercial Center, E190	Katy	Texas	77494	346 388-1454
102.	Gieb, Leslie	3415 North Loop 250 West, 502	Midland	Texas	79707	432 305-9055
103.	Guzman, Laura; Zuniga, Laura; Hinojos, Esther; Garcia, Angie	6430 Hwy 191, Suite 130 & 150	Odessa	Texas	79762	432-307-6904
104.	Cheung, Leroy	18802 University Blvd suite 113	Sugar Land	Texas	77479	832 539-1629
105.	Ryan, John & Marina	3400 Columbia Pike, A	Arlington	Virginia	22204	703 685-0560
106.	Nguyen, Allan	20020 Ashbrook Commons Plaza	Ashburn	Virginia	20147	571-604-5566
107.	Van Kirk, Mark	301 W Broad Street	Falls Church	Virginia	22046	571 249-3216
108.	Amory, April J. & Grubb, Kevin C.	1624 Laskin Road, Suite 752	Virginia Beach	Virginia	23451	757-575-4458
109.	Bushey, Chris	2217 Upton Drive, 810	Virginia Beach	Virginia	23454	757 689-0942
110.	Newbry, Mike	7425 166th Ave NE, C250	Redmond	Washington	98025	425 677-0017
111.	Nett, Beverly	1280 Harrison St, E1 &E2	Seattle	Washington	98109	206 402-6528
112.	Ickert, Mark	1700 Main Street, Suite #B	Vancouver	Washington	98660	360-862-2227
113.	Rix, Natalie	1370 Pabst Farms Circle, Suite 360	Oconomowoc	Wisconsin	53066	262 468-4804

EXHIBIT J

LIST OF FRANCHISEES THAT LEFT THE SYSTEM OR NOT COMMUNICATED

LIST OF FRANCHISEES TERMINATED, CANCELED, NOT RENEWED

OR FRANCHISEES WHO HAVE NOT COMMUNICATED IN PREVIOUS 10-WEEKS

AS OF 12/31/2025

	Franchisee	City	State	Phone Number	
1.	Ferrara, Keith	Huntsville	Alabama	256 858-1484	Ceased Operations - Other
2.	Figorski, Jason; Junk, Ryan; Junk, Lindsay	Phoenix	Arizona	480 630-8525	Ceased Operations - Other
3.	Loucks, Kerri; Loucks, David; Robinson, Jeffrey; Chatfield, Bryce Chatfield	Phoenix	Arizona	651.592.2767	Ceased Operations - Other
4.	Teater, Shayla	Little Rock	Arkansas	501 257 7514	Ceased Operations - Other
5.	Daniel Burrell	Burbank	California	818-861-7117	Ceased Operations - Other
6.	Violas, Stephanie; Vincent, Michael	Irvine	California	949 688-0950	Ceased Operations - Other
7.	Mehta, Priyanka; Mehta, Chanakya	Los Gatos	California	408-628-4477	Ceased Operations - Other
8.	Telford, Alan; Telford, Briana	Roseville	California	916 672-0572	Ceased Operations - Other
9.	Shrivastava, Praful	San Diego	California	858 925-7777	Ceased Operations - Other
10.	Tipton, Jennifer; Singh Jagatpreet	San Mateo	California	650-488-4084	Ceased Operations - Other
11.	Chancellor, Hunter	Santa Barbara	California	805-617-4886	Ceased Operations - Other
12.	Klainbaum, Motty	Aventura	Florida	786 520-3698	Ceased Operations - Other
13.	Kulp, Chase; Litos Kulp, Chelsea	Fort Lauderdale	Florida	954 512-8899	Ceased Operations - Other
14.	Aulisio, Gina; Siraj.Henna	Gainesville	Florida	352 545-4445	Ceased Operations - Other
15.	Havener, Hayes	Jacksonville	Florida	904-664-0722	Ceased Operations - Other
16.	Ricks, Matthew; Ricks, Melissa	Jacksonville	Florida	646.620.8889	Ceased Operations - Other
17.	De Las Carreras, Juan	Miami	Florida	305 602-2884	Ceased Operations - Other
18.	Washburn, Mark	Naples	Florida	617.529.2800	Ceased Operations - Other
19.	Faggiole, Eric; Faggiole, Tara; Roach, Jessika	New Port Richey	Florida	727 312-5106	Ceased Operations - Other
20.	Fine, David; Fine, Jess	Pembroke Pines	Florida	754 400-7777	Ceased Operations - Other
21.	Dorman, Dayana	Valrico	Florida	813 990-7978	Ceased Operations - Other
22.	Patel, Minty	Savannah	Georgia	912 777-5667	Ceased Operations - Other
23.	Cramer, Nicole	Coeur d'Alene	Idaho	208-661-1531	Ceased Operations - Other
24.	Olander, Michael; Green, JP	Meridian	Idaho	208 898-7433	Ceased Operations - Other
25.	Gaulin, Abby & Mark	Chicago	Illinois	312 439-1331	Ceased Operations - Other
26.	Top, Franklin	Deerfield	Illinois	847-807-3779	Ceased Operations - Other
27.	Figorski, Jason; Junk, Ryan; Junk, Lindsay	Kildeer	Illinois	224 443-8770	Ceased Operations - Other
28.	Figorski, Jason; Junk, Ryan; Junk, Lindsay	River Forest	Illinois	708 689-8263	Ceased Operations - Other
29.	Cox, Jeff	Evansville	Indiana	812 213-0081	Ceased Operations - Other
30.	Janszen, John	Lexington	Kentucky	859-328-2792	Ceased Operations - Other
31.	Janszen, John	Lexington	Kentucky	859 286-9703	Ceased Operations - Other
32.	Brown, Justin	Louisville	Kentucky	502 890-3216	Ceased Operations - Other
33.	Brown, Justin	Middletown	Kentucky	502 873-5194	Ceased Operations - Other
34.	Marchese, Julie	Portland	Maine	207 671-2420	Ceased Operations - Other

	Franchisee	City	State	Phone Number	
35.	DiChiaro, John & Kiersten	Milford	Massachusetts	508 488-9499	Ceased Operations - Other
36.	Wilde, Jimmy; VanOverbeke, Lisa	Royal Oak	Michigan	248-721-4992	Ceased Operations - Other
37.	Schnapp, Paul	Creve Coeur	Missouri	314 396-6766	Ceased Operations - Other
38.	Boyd, Lorenzo	Saint Peters	Missouri	636 278-1371	Ceased Operations - Other
39.	Mattox, Alicia	Bozeman	Montana	406-600-6575	Ceased Operations - Other
40.	Coulter, Dwight & Harbourne, Emily	Omaha	Nebraska	402-802-5039	Ceased Operations - Other
41.	Karolin, Carin	Bernardsville	New Jersey	917-842.1651	Ceased Operations - Other
42.	Karolin, Carin	Montvale	New Jersey	201 746-9996	Ceased Operations - Other
43.	Jenkins, Valyn; Jenkins, Josh	Cary	North Carolina	919-747-9007	Ceased Operations - Other
44.	Carr, Kia; Carr, Anthony*	Charlotte	North Carolina	980 339-7620	Ceased Operations - Other
45.	Becker, Cristina; Becker, Fabio	Fayetteville	North Carolina	910-263-8852	Ceased Operations - Other
46.	Douglas, Thomas Dixon; Douglas, Mary	Greensboro	North Carolina	336-203-4269	Ceased Operations - Other
47.	Jenkins, Valyn; Jenkins, Josh	Raleigh	North Carolina	984 269-7290	Ceased Operations - Other
48.	Douglas, Thomas Dixon	Winston-Salem	North Carolina	336 829-5795	Ceased Operations - Other
49.	Janszen, John	Cincinnati	Ohio	513-631-7433	Ceased Operations - Other
50.	Janszen, John	Cincinnati	Ohio	513 312-5785	Ceased Operations - Other
51.	Wood, John	Hudson	Ohio	234 284-2990	Ceased Operations - Other
52.	Janszen, John	Westerville	Ohio	614 448-6718	Ceased Operations - Other
53.	Allen, Kelly	Norman	Oklahoma	818-469-1442	Ceased Operations - Other
54.	Allen, Kelly	Oklahoma City	Oklahoma	405 886-1223	Ceased Operations - Other
55.	Clavin, Sarah; Clavin, Kyle	Tulsa	Oklahoma	918-872-0443	Ceased Operations - Other
56.	Nelson, Stefanie	Bend	Oregon	541 797-0490	Ceased Operations - Other
57.	Figorski, Jason; Junk, Ryan; Junk, Lindsay	Tigard	Oregon	503 716-2001	Ceased Operations - Other
58.	Cohen, Jeff	Exton	Pennsylvania	484 879-4892	Ceased Operations - Other
59.	Byrne, Daniel*	North Wales	Pennsylvania	267 470-4345	Ceased Operations - Other
60.	Byrne, Daniel*	West Chester	Pennsylvania	610-999-7971	Ceased Operations - Other
61.	Hayes, Claire	Smithfield	Rhode Island	401.662.2232	Ceased Operations - Other
62.	Knowles, Katie & Rob	Hilton Head	South Carolina	843 715-2009	Ceased Operations - Other
63.	Simpson, Joey	Spartanburg	South Carolina	864-706-0771	Ceased Operations - Other
64.	Elam, Tiffany; Jerkins, Jason	Brentwood	Tennessee	615 727-7797	Ceased Operations - Other
65.	Janszen, John	Knoxville	Tennessee	865 770-0646	Ceased Operations - Other
66.	McAlister, Jason	Lakeland	Tennessee	901-471-8060	Ceased Operations - Other
67.	Salerno, Larry; Salerno, Rhonda	Bee Cave	Texas	512-850-5999	Ceased Operations - Other
68.	Cannon, Brandy	Houston	Texas	713-677-0477	Ceased Operations - Other

	Franchisee	City	State	Phone Number	
69.	Hok, Phanary	Houston	Texas	832 210-1110	Ceased Operations - Other
70.	Hatfield, Greg	Houston	Texas	713 993-6138	Ceased Operations - Other
71.	Fayad, Sean & Amy	Kyle	Texas	512-888-3390	Ceased Operations - Other
72.	Elder, Michelle & Brad	Lubbock	Texas	806 368-9263	Ceased Operations - Other
73.	Rivers, Jana	Dallas Fort Worth	Texas	817-984-3581	Ceased Operations - Other
74.	Hagstrom, Eric & Amber	McKinney	Texas	469 712-7124	Ceased Operations - Other
75.	Brooks, Cameron; Joseph, Terri	New Braunfels	Texas	830 302-4195	Ceased Operations - Other
76.	Dillard, Sandra	San Antonio	Texas	210 775-5199	Ceased Operations - Other
77.	Suro, Donna	Henrico	Virginia	804 364-6085	Ceased Operations - Other
78.	Charles, David	Appleton	Wisconsin	920-305-7745	Ceased Operations - Other

**If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.*

EXHIBIT K

FORM OF MULTI-UNIT AGREEMENT

EB CYCLEBAR FRANCHISING, LLC

MULTI-UNIT AGREEMENT

DEVELOPER

____

____
DATE OF AGREEMENT

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EXHIBIT A	OWNERSHIP INTERESTS; DEVELOPMENT AREA; DEVELOPMENT SCHEDULE; AND OTHER AGREEMENT TERMS
EXHIBIT B	GUARANTEE, INDEMNIFICATION, AND ACKNOWLEDGMENT

EB CYCLEBAR FRANCHISING, LLC
MULTI-UNIT AGREEMENT

This Multi-Unit Agreement (this "Agreement") is made effective as of the Effective Date by and between **EB CYCLEBAR FRANCHISING, LLC**, a Virginia limited liability company with its principal business address at 126 Garrett Street, Suite J, Charlottesville, Virginia 22902 ("Franchisor"), and the person or entity identified as the "Developer" in the signature blocks below ("Developer" and together with Franchisor, the "Parties"). The Effective Date is the date Franchisor signs this Agreement as shown beneath its signature hereto.

RECITALS:

WHEREAS, Franchisor owns, administers and grants franchises for a system of fitness studios (the "Studios") that are currently identified by and use the trademark "CycleBar" and other related trademarks and service marks designated from time to time by Franchisor (the "Marks"), that reflect distinctive interior design and display procedures, and color scheme and décor (the "Trade Dress"), and that use certain of Franchisor's certain intellectual property including trade secrets, copyrights, confidential and proprietary information, and designated training and exercise methods and know-how, fitness equipment, furniture and fixtures, marketing, advertising and sales promotions, cost controls, accounting and reporting procedures, and personnel management systems (together with the Marks and Trade Dress, the "System"). Studios offer specialized instruction and related services that Franchisor authorizes from time to time and offer and sell certain merchandise and other products Franchisor authorizes for sale from time to time.

WHEREAS, based on Developer's own investigation and diligence, Developer has requested that Franchisor grant Developer the right to acquire multiple franchises (each a "Franchise") for the development and operation of Studios (the "Development Rights") in a defined geographic area (the "Development Area") pursuant to an agreed upon schedule (the "Development Schedule") set forth in this Agreement and, to support Developer's request, Developer and, if applicable, its owners have provided Franchisor with certain information about its and their background, experience, skills, financial condition and resources (collectively, the "Application Materials"). In reliance on, among other things, the Application Materials, Franchisor is willing to grant Developer the Development Rights on the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of and reliance on the foregoing Recitals (which are incorporated herein by reference), the agreements described below, and other valuable consideration, receipt and sufficiency of which are acknowledged, the Parties agree as follows:

<u>OWNERSHIP; PRINCIPALS</u>

If Developer is not a natural person (a "Business Entity"), Developer agrees, represents and warrants to Franchisor that: (1) it was validly formed and will maintain, throughout the Term (defined in Section 2.A below), its existence and good standing under the laws of the state of its formation and qualified to do business in the jurisdictions covered by the Development Area; (2) <u>Exhibit A</u> to this Agreement describes all of Developer's owners and their interests in Developer as of the Effective Date; (3) each of Developer's owners that has at least 10% direct or indirect ownership interest in Developer, and their spouse, will sign and deliver to Franchisor its then-standard form of Guarantee, Indemnification, and Acknowledgment (the "Guaranty"), the current form of which is attached as <u>Exhibit B</u> hereto; (4) the only business Developer will own or operate during the Term will be the exercise of the rights granted to it under this Agreement and any other agreement between it and Franchisor or its successors and assigns; and (5) at

Franchisor's request, Developer will furnish Franchisor true and correct copies of all documents regarding Developer's formation, existence, standing, and governance.

GRANT OF DEVELOPMENT RIGHTS

Grant and Term. Franchisor grants Developer the Development Rights, which must be exercised in strict compliance with this Agreement. The Development Rights may be exercised from the Effective Date and, unless sooner terminated as provided herein, continuing through the earlier of (1) the date on which the last Studio, which is required to have conducted its Soft Opening (as defined in Section 2.C below) in order to satisfy the Development Schedule, conducts its Soft Opening pursuant to an executed Franchise Agreement, or (2) the last day of the last Development Period (defined in Section 2.C) (collectively, the "Term"). Developer accepts the grant of the Development Rights and agrees to, at all times, faithfully, honestly, and diligently perform its obligations under this Agreement and fully exploit the Development Rights during the Term and throughout the entire Development Area. Developer may not subcontract or delegate to any third parties any of its rights or obligations under this Agreement.

Development Area; Reservation Of Rights The Development Rights may only be exercised for Studios to be located in the Development Area identified on Exhibit A hereto. As long as Developer is in compliance with this Agreement and except with respect to Non-Traditional Locations (defined below), Franchisor will not, during the Term, (1) operate, or grant the right to anyone else to operate, a Studio within the Development Area, or (2) grant Development Rights to anyone else to develop Studios within the Development Area. A "Non-Traditional Location" is (a) any location that is situated within or as part of a larger venue or facility and, as a result, is likely to draw the predominance of its customers from those persons who are using or attending events in the larger venue or facility (for example, "big box" gyms and/or fitness facilities, cruise ships, military bases, shopping malls, airports, sports facilities and stadiums, industrial or office complexes, hotels, train stations and other transportation facilities, travel plazas, casinos, hospitals, theme parks, convention centers, colleges/universities, multi-unit residential properties, and other similar captive market locations).

For the avoidance of doubt, Franchisor reserves for itself and its affiliates all rights not expressly granted to Developer in this Agreement and the right to do all things that Franchisor does not expressly agree in this Agreement not to do, in each case, without regard to proximity to the Development Area and without any compensation to Developer, and on such terms and conditions as Franchisor deems appropriate. Without limitation, Franchisor and its affiliates may, themselves or through authorized third parties (and Developer is not granted the right to): (a) open and operate, and license third parties the right to open or operate, Studios utilizing the Marks and System outside the Development Area; (b) market, offer and sell products and services similar to those offered by Studios (such as private label products that Franchisor may develop and training programs) under a different trademark or trademarks at any location, both within or outside the Development Area; (c) use the Marks and other aspects of the System, as well as any other marks Franchisor may designate, to distribute products and services through alternate channels of distribution, including without limitation, via the Internet and other e-commerce channels, catalog sales, direct mail or wholesale, anywhere either within or outside the Development Area; (d) acquire, or be acquired by, or merge with, any company, including a company operating or licensing one or more businesses offering products or services similar to those offered by any Studio located within or outside the Development Area, and subsequently operate (or license a third-party the right to operate) these businesses and allow them to incorporate certain elements of the System (excluding the Marks and Trade Dress) regardless of location; (e) develop or become associated with and engage in other businesses, including other fitness concepts and systems, and/or award franchises under such other concepts for locations anywhere, including inside and outside of the Development Area; (f) use the Marks and System, and license others to use the Marks and System, to engage in any other activities not expressly prohibited by this

Agreement; and (g) open and operate, or license third parties the right to open or operate, Studios at Non-Traditional Locations both within and outside the Development Area.

Development Schedule The Development Schedule is set forth on Exhibit A hereto. Each period described in the Development Schedule is a "Development Period." Developer (or its approved affiliate) must conduct its Soft Opening and operate Studios in the Development Area, each pursuant to a written franchise agreement and related agreements signed by Franchisor and a franchisee (each a "Franchise Agreement"), as necessary to satisfy the requirements of each Development Period, but Developer shall not be required to open, in total, more than the cumulative number of Studios shown for the last Development Period. To determine whether a Studio has conducted its Soft Opening for purposes of the Development Schedule, "Soft Opening" means that the respective Studio's doors are open to the general public for participating in regular classes in the physical premises of the Studio. The Development Schedule is not a representation (express or implied) by Franchisor that the Development Area can support, or that there are or will be sufficient sites for, the number of Studios specified in the Development Schedule or during any particular Development Period. Franchisor is relying on Developer's knowledge and expertise of the Development Area and Developer's representation that it has conducted its own independent investigation and has determined that it can satisfy the development obligations under each Development Period of the Development Schedule.

Notwithstanding anything contained in this Section, Franchisor will provide Developer with a one-time reasonable extension of time not to exceed 90 days to comply with its development obligations in any one of the Development Period as set forth in the Development Schedule (see Exhibit A), provided: (i) Developer has already executed a lease for, or otherwise obtained, a Site (defined in Section 2.D below) that Franchisor approves for any Studio(s) it is required to conduct its Soft Opening and operate during that Development Period; and (ii) Developer notifies Franchisor of its need for such an extension no less than 30 days prior to expiration of that Development Period. The Parties agree and acknowledge that Franchisor's grant of this one-time extension under this Section will not extend, modify or otherwise affect the expiration of any of Developer's subsequent Development Periods or subsequent development obligations.

Locating Sites for Studios Despite any assistance Franchisor may provide, Developer is entirely responsible to locate and present to Franchisor proposed sites for Studios in the Development Area as necessary to comply with the Development Schedule (each a "Site"). Developer agrees to give Franchisor all information and materials it requests to assess each proposed Site as well as Developer's and its proposed affiliate's financial and operational ability to develop and operate a Studio at the proposed Site. Franchisor has the absolute right to reject any site or any affiliate (a) that does not meet Franchisor's criteria or (b) if Developer or its affiliates are not then in compliance with any existing Franchise Agreements executed pursuant to this Agreement or operating its or their Studios in compliance with the mandatory specifications, standards, operating procedures and rules that Franchisor periodically prescribes for operating Studios. Franchisor agrees to use its reasonable efforts to review and evaluate the proposed Sites within 30 days after it receives all requested information and materials. If Franchisor accepts a proposed Site, Developer (or its approved affiliate) must timely sign a separate Franchise Agreement for the Site as described in Section 2.E below.

Execution of Franchise Agreements Simultaneously with the execution of this Agreement, Developer (or its approved affiliate) must sign and deliver to Franchisor a Franchise Agreement and related documents representing the first Franchise that Developer is obligated to acquire under this Agreement. Developer (or its approved affiliate) must thereafter conduct its Soft Opening and operate a Studio according to the terms of that Franchise Agreement. Thereafter, once Franchisor has accepted a Site, and prior to signing a lease or otherwise securing possession of the Site, Developer (or its approved affiliate) must sign Franchisor's then-current form of Franchise Agreement (including, without limitation, all exhibits and attachments thereto) and related documents, the terms of which may differ substantially from the terms contained in the form of Franchise Agreement Franchisor is using to grant Franchises on the Effective Date; provided, however, the Initial Franchise Fee that will be owed under each subsequent Franchise Agreement will be same amount as provided herein, unless reduced by Franchisor at its discretion. Each Franchise Agreement will govern the development and operation of the Studio at the accepted Site identified therein. Franchisor may refuse to issue and enter into a Franchise Agreement if (a) in its sole discretion, it has not approved Developer's proposed affiliate, (b) Developer has not established to Franchisor's satisfaction that it has the operational and financial capacity to develop and operate the proposed Studio, (c) Developer and its affiliates are not then in compliance with any agreements to which they are a party with Franchisor or its affiliates, (d) Developer or its affiliates have failed to pay any amounts owed to Franchisor or its affiliates during the preceding 12 months, or (e) Developer or its approved affiliates and their respective owners fail to sign and return to Franchisor the Franchise Agreement and all ancillary agreements and required fees within 15 days following Franchisor's delivery of the execution of copy of the Franchise Agreement to Developer or its approved affiliate.

Expiration or termination of this Agreement does not impact the continued existence of any Franchise Agreements that are, as of such time, already fully executed unless, in the case of termination, the grounds for termination are also bases for termination under the Franchise Agreements and such Franchise Agreements are expressly terminated.

STUDIO CLOSINGS

If, with Franchisor's permission, Developer (or its approved affiliate) permanently closes any of its Studios, the closed Studio will count toward satisfaction of the Development Schedule only if (a) as of the end of the Development Period in which the Studio closes, Developer and its affiliates are otherwise in compliance with this Agreement, all Franchise Agreements executed pursuant to this Agreement, and all other agreements with Franchisor or its affiliates, and (b) within nine (9) months after Franchisor grants its permission for the closed Studio to close, Developer (or its approved affiliate) develops and commences operation of a replacement Studio in compliance with an applicable Franchise Agreement. If, during the Term, Developer transfers a Studio in accordance with the transferred Studio's Franchise Agreement, the transferred Studio shall continue to be counted in determining Developer's compliance with the Development Schedule so long as it continues to be operated as a Studio. If, at any time, the transferred Studio ceases to be operated as a Studio, it will not count toward satisfaction of the Development Schedule.

DEVELOPMENT FEE

Concurrently with the execution of this Agreement, Developer must pay to Franchisor a nonrecurring and non-refundable development fee equal to the amount shown on Exhibit A hereto (the "Development Fee"). The Development Fee is deemed fully earned by Franchisor upon execution of this Agreement in consideration of lost development opportunities and is nonrefundable under any circumstances. Franchisor will credit the Development Fee, in $10,000 increments, toward payment of the Initial Franchise Fee due under the second and each subsequent Franchise Agreement signed pursuant to this Agreement, until the aggregate amount of these credits equals the Development Fee.

NO LICENSE TO THE MARKS

Notwithstanding any provision to the contrary under this Agreement, this Agreement does not grant Developer (or any of its affiliates) any right to use the Marks. The right to use the Marks is granted only under Franchise Agreements. Developer (and its affiliates) may not use any Mark as part of any corporate or trade name or as its (or their) primary business name or with any prefix, suffix or other modifying words, terms, designs, symbols or in any modified forms.

COVENANTS REGARDING COMPETITIVE ACTIVITIES

Noncompetition Restrictions Developer acknowledges that, under each Franchise Agreement executed pursuant to this Agreement, the Restricted Parties (as defined in the Franchise Agreements) are subject to certain restrictions and covenants regarding activities which are deemed competitive with those of Franchisor, including restrictions regarding Competing Businesses, as that term is defined in the Franchise Agreement (the "Noncompetition Restrictions"). Developer acknowledges and agrees that it and its owners are subject to, and will comply with, all of the Noncompetition Restrictions described in the Franchise Agreements, each of which is adopted herein as though copied in its entirety. Developer further agrees that, in addition to any obligations with respect to Noncompetition Restrictions under the Franchise Agreements, for two (2) years after the expiration or sooner termination of this Agreement, or if applicable, after Developer or an owner of Developer has assigned its interest in this Agreement or in Developer (as applicable), the Restricted Parties or the transferring owner (as applicable) shall not own, maintain, engage in, be employed as an officer, director, or principal of, lend money to, extend credit to, lease/sublease space to, provide services to, or have any interest in or involvement with, any other Competing Business: (a) within the Development Area; (b) within 10 miles outside the boundaries of the Development Area, or (c) within a 10-mile radius of any Studio that is open, under lease or otherwise under development as of the date this Agreement expires or is terminated or, if applicable, as to a transferring owner, the date of such transfer.

Enforcement of Covenants. Developer agrees that: (a) the restrictions contained and described in this Article 6 are reasonable and necessary to protect the legitimate interests of the System and Franchisor, (b) the existence of any claims it may have against Franchisor, whether or not arising out of this Agreement, shall not constitute a defense to the enforcement of the covenants in this Article 6, and (c) Developer's or any Restricted Party's violation of the terms of this Article 6 will cause irreparable injury to Franchisor for which no adequate remedy at law is available and that Franchisor shall be entitled, without bond (which requirement is hereby waived), to preliminary and permanent injunctive relief and damages, as well as an equitable accounting of all earnings, profits, and other benefits arising from such violation, which remedies shall be cumulative and in addition to any other rights or remedies to which Franchisor shall be entitled. Developer shall pay all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Franchisor in connection with the enforcement of this Article 6. If Developer or a Restricted Party violates any post-term or post-transfer restriction described in this Article 6, the restrictions contained herein shall remain in effect until two (2) years after Developer or such Restricted Party begins to comply with those restrictions. If Developer contests the enforcement of this Article 6 and enforcement is delayed pending litigation, and if Franchisor prevails, the period of non-competition shall be extended for an additional period equal to the period of time that enforcement of this Article 6 is delayed. Courts are authorized and directed to reduce the scope or duration (or both) of the provision(s) in issue solely to the extent necessary to render it enforceable and/or reasonable and to enforce the provision so revised. Franchisor may, in its discretion and upon written notice, reduce the scope of any covenant not to compete, or any portion thereof, without Developer's consent.

RELATIONSHIP OF THE PARTIES; INDEMNIFICATION

Independent Contractor The only relationship between Franchisor and Developer created by this Agreement is that of independent contractor. The business conducted by Developer is completely separate and apart from any business that may be operated by Franchisor and nothing in this Agreement shall create a fiduciary relationship between them or constitute either Party as agent, legal representative, subsidiary, joint venturer, partner, employee, servant or fiduciary of the other Party for any purpose whatsoever. Developer is not an affiliate of Franchisor, and neither Party shall have authority to act for the other in any manner to create any obligations or indebtedness that would be binding upon the other Party. Neither Party shall be in any way responsible for any acts and/or omissions of the other, its agents, servants or employees and no representation to anyone will be made by either Party that would create an implied or apparent agency or other similar relationship by and between the Parties.

Indemnification Developer agrees to indemnify, defend and hold Franchisor, its owners, affiliates, successors and assigns, and the directors, officers, owners, managers, employees, servants, and agents of each (collectively, the "Indemnitees"), harmless from and against any and all losses, damage, claims, demands, liabilities and causes of actions of every kind or character and nature, as well as costs and expenses incident thereto (including reasonable attorneys' fees and court costs), that are brought against any of the Indemnitees that arise out of or are otherwise related to Developer's or an Indemnitee's (a) breach or attempted breach of, or misrepresentation under, this Agreement or in connection with the exercise of the Development Rights in any manner other than as authorized herein; (b) ownership, construction, development, management, or operation of any Studios that Developer or its affiliates own, including, without limitation, Developer's or an Indemnitee's employment practices; (c) gross negligence or intentional misconduct; and/or (d) alleging Developer's or its representatives' violation of Applicable Laws as set forth in Section 13.D below. Notwithstanding the foregoing, any Indemnitee may choose to engage counsel and defend against any such claim and may require immediate reimbursement from the Developer of all expenses and fees incurred in connection with such defense. This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. Indemnitees need not seek recovery from any insurer or other third party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully a claim against Developer under this Section. Any Indemnitee's failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that person may recover from Developer under this Section.

TERMINATION

Termination of Franchise by Franchisor Franchisor may terminate this Agreement for any of the following reasons:

Termination Without Cure Opportunity. Franchisor may terminate this Agreement and all rights granted hereunder, without affording Developer any opportunity to cure, effective immediately upon delivery of written notice, if:

Developer has made any material misrepresentation or omission in the Application Materials or otherwise in connection with applying for the Development Rights or in acquiring the rights granted under any other agreement between Developer or its affiliates and Franchisor or any of Franchisor's affiliates;

Developer experiences any of the following events: (i) it admits its inability, or is unable, to pay its debts as they become due or perform its obligations under this Agreement, (ii) it makes an assignment for the benefit of creditors, (iii) it files a petition in bankruptcy, or an involuntary petition in bankruptcy is filed against it, (iv) a receiver is appointed for its business, (v) a final judgment against it remains unsatisfied or of record for at least 30 days, or (vi) it is dissolved or liquidated;

Developer fails to satisfy any requirement under the Development Schedule;

Developer or any of its principal officers, directors, partners, managing members or owners who have signed a Guarantee is convicted of or pleads no contest to a felony or other crime or offense that, in Franchisor's reasonable opinion, adversely affects the reputation of the System or the goodwill associated with the Marks;

Developer falsifies any financial reports, records, or other information required to be provided by Developer to Franchisor under this Agreement;

A Restricted Party fails to comply with the Noncompetition Restrictions set forth in Article 6 herein;

Developer or its owners make an unauthorized direct or indirect Transfer or attempted or purported Transfer; or

Developer commits or suffers a default of: (i) a provision of this Agreement within six (6) months following a previous violation of the same provision, or (ii) its obligations under this Agreement on three (3) or more separate occasions within any 12-consecutive-month period, in either case regardless of whether Franchisor notifies Developer of the defaults or the defaults are subsequently cured.

Termination with Cure Opportunity. Franchisor may terminate this Agreement and all rights granted hereunder, effective immediately on delivery of written notice, if:

Developer fails to obtain Franchisor's prior written approval or consent any time such approval or consent is required by this Agreement, fails to comply with any provision of this Agreement in respect of which Franchisor is not authorized, under Section 8.A(1) above, to terminate immediately, or fails to act in good faith in carrying out the terms of this Agreement and, in any case, does not correct such failure within 30 days after delivery of Franchisor's written notice of such failure; or

Developer or its affiliates fail to pay when due any amount owing to Franchisor or its affiliates under this Agreement or any other agreement and does not correct such failure within 10 days after delivery of Franchisor's written notice.

Cross-Default If there are now, or hereafter shall be, any other agreements in effect between Developer or any of its affiliates and Franchisor or any of its affiliates (including, without limitation, any Franchise Agreement), a default by Developer or any of its affiliates and/or owners under the terms and conditions of this Agreement or any other such agreement, shall at the option of Franchisor, constitute a default under this Agreement and all such other agreements.

Obligations of Developer upon Termination or Expiration Immediately upon termination or expiration of this Agreement for any reason:

All rights and privileges granted by Franchisor to Developer shall immediately cease and be null and void and of no further force and effect, and all such rights and privileges shall immediately revert to Franchisor; and

Developer and the Restricted Parties shall comply with the Noncompetition Restrictions set forth in Article 6 of this Agreement and all other obligations that are triggered by or, either expressly or by their nature, are intended to survive the termination or expiration of this Agreement.

Termination or expiration of this Agreement shall not affect, modify or discharge any claims, rights, causes of action or remedies, which Franchisor may have against Developer, whether under this Agreement or otherwise, for any reason whatsoever, whether such claims or rights arise before or after termination.

TRANSFER OF INTEREST

By Franchisor Franchisor shall have the right, in its discretion, without the need for Developer's consent, to transfer, assign or delegate all or any part of its rights or obligations herein.

By Developer and its Owners Developer's rights and duties under this Agreement are personal to Developer, and Franchisor has granted Developer the Development Rights in reliance upon Franchisor's assessment of Developer's (or its owners') individual or collective character, skill, aptitude, attitude, business ability, and financial capacity. Accordingly, Developer may not voluntarily or involuntarily, by operation of law or otherwise, sell, assign, transfer, pledge or encumber this Agreement (or any direct or indirect interest in this Agreement), the Development Rights, or any direct or indirect ownership interest in Developer (each a "Transfer"). Any purported Transfer not conducted in accordance with this Article 9 shall be null and void.

DEVELOPER'S RECORDS AND REPORTS

Developer must keep accurate records concerning all transactions and written communications between Franchisor and Developer relating to its activities under this Agreement. Franchisor's duly authorized representative has the right, following reasonable notice, at all reasonable hours of the day to examine all Developer's records with respect to the subject matter of this Agreement, and has full and free access to records for that purpose and for the purpose of making extracts. All records must be kept available for at least three (3) years after preparation. Developer must furnish to Franchisor monthly written reports regarding Developer's progress on its compliance with the Development Schedule and in satisfaction of its other obligations under this Agreement.

NOTICES AND PAYMENTS

All notices which the Parties hereto may be required or permitted to give under this Agreement must be in writing and must be delivered or mailed by certified or registered mail, return receipt requested, postage paid, or by reliable overnight delivery service. Notices sent to Franchisor must be delivered to the address shown in the opening paragraph of this Agreement, attention: Brand President. Notices sent to Developer must be delivered to the address shown on Exhibit A hereto, to the attention of the person indicated on Exhibit A. Either Party may change its notice address at any time by written notice given to the other Party as herein provided. Notices will be deemed delivered when actually delivered if delivered by hand, three (3) business days after postmark by the United States Postal Service if delivered by certified or registered mail, or the next business day after deposit with reliable overnight delivery service if delivered in that manner.

Notwithstanding the above, Franchisor may, at its sole discretion, provide notices required or permitted under this Agreement to Developer via electronic mail at Developer's designated email address provided on Exhibit A hereto. Notices sent via electronic mail will be deemed delivered one (1) business day after transmission.

RESOLUTION OF DISPUTES

Governing Law Franchisor and Developer agree that all matters relating to arbitration will be governed by the substantive and procedural provisions of the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.), which they acknowledge and agree will supersede any conflicting provisions of any state's laws relating to arbitration. Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), or other applicable federal laws, this Agreement and any other agreement between Franchisor (or its parents, affiliates, and subsidiaries) and Developer (or its parents, affiliates, and subsidiaries, if applicable), and the rights granted and relationships created thereunder, shall be governed by the internal laws of the Commonwealth of Virginia, without regard to its conflicts of laws rules, except that (i) any disputes or actions involving any non-competition covenants set forth in this Agreement or any other agreement, including the interpretation and enforcement thereof, shall be governed by the law of the state where the Development Area is located and (ii) any franchise-specific or franchise-applicable laws of the Commonwealth of Virginia, including those related to pre-sale disclosure and the franchise relationship generally, will not apply to this Agreement or franchise awarded hereunder unless the awarding of said franchise meets all jurisdictional and other requirements to specifically fall within the scope of such Virginia laws, regulations or statutes without reference to and independent of any reference to this choice of law provision. The Parties further acknowledge and agree that the adoption of Virginia law in this Section is not intended to circumvent or, in any manner, satisfy any jurisdictional requirements contained in any such laws that are expressly and specifically directed to the offer or sale of franchises or the relationships between franchisors and franchisees.

Internal Dispute Resolution The Parties each agree that, except as set forth in Section 12.E below, before it (or any of its parents, affiliates, or subsidiaries, or their respective owners, officers, directors, employees, or representatives) initiates an arbitration or litigation against the other Party (or any of the other Party's parents, affiliates, or subsidiaries, or their respective owners, officers, directors, employees or representatives), the Party initiating arbitration or litigation will provide the other Party with written notice of the underlying claim or dispute specifying, in detail, the precise nature and grounds of the claim or dispute. Within thirty (30) days after delivery of such claim or dispute, the Parties will use good faith efforts to discuss and resolve the claim or dispute informally for a reasonable period which shall be no more than sixty (60) days unless mutually extended by the Parties. The Parties must personally participate in the informal dispute resolution conference. The statute of limitations and any arbitration filing fee deadlines shall be tolled while the Parties engage in the internal dispute resolution process described in this Section.

Mediation Except as provided in Section 12.E below, the Parties agree to submit any claim or dispute that they are unable to resolve informally, as described in Section 12.B above, to mediation to be conducted by JAMS using its then-current mediation rules and procedures (see www.jamsadr.com/mediation) and to take place at Franchisor's or, as applicable, Franchisor's successor's or assign's, then-current principal place of business (currently, Charlottesville, Virginia), or via a videoconferencing platform, if both Parties agree. Each Party will bear its own costs in participating in the mediation, and Franchisor and Developer will share JAMS' and the mediator's fees and costs equally. Neither Party will be required to mediate for more than one (1) day.

Mandatory Binding Arbitration If Franchisor waives the obligation to mediate (as described in Section 12.C) or the informal dispute processes described in Sections 12.B and 12.C do not resolve the claim or dispute to the Parties' satisfaction, all controversies, disputes, or claims between Franchisor, or any of its parents, affiliates, and subsidiaries, and its and their respective owners, officers, directors, agents, and employees (the "Franchisor Parties"), on the one hand, and Developer, or any of its parents, affiliates, and subsidiaries, and its and their respective owners, guarantors, officers, directors, agents, and employees (the "Developer Parties"), on the other hand, arising out of or related to: (1) this Agreement or any other agreement between any of the Franchisor Parties and Developer Parties; (2) the relationships between any Franchisor Parties and Developer Parties; (3) the scope or validity of this Agreement or any other agreement referenced in clause (1) above or any provision of any of such agreements (including the validity and scope of the arbitration provision under this Section, which Franchisor and Developer acknowledges is to be determined by an arbitrator, not a court); or (4) any System Standard, must be submitted for binding arbitration, on demand of either Party, to JAMS. If any Party initiates arbitration or files any counterclaim, it must submit a personally-signed verification therewith. The arbitration proceedings will be conducted by one mutually acceptable arbitrator and, except as this Section otherwise provides, according to JAMS' then-current Comprehensive Arbitration Rules & Procedures (see www.jamsadr.com/rules-comprehensive-arbitration/) or, if applicable, then-current Mass Arbitration Procedures & Guidelines (see https://www.jamsadr.com/mass-arbitration-procedures). If the Parties are unable to agree on an arbitrator, an arbitrator having at least five (5) years' experience in the areas involved will be appointed by JAMS. All proceedings will be conducted at a suitable location chosen by the arbitrator that is within 50 miles of Franchisor's (or its successor's or assign's, as applicable) then-current principal place of business (currently, Charlottesville, Virginia), or via a videoconferencing platform, if both Parties agree. All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). The interim and final awards of the arbitrator shall be final and binding upon each Party, and judgment upon the arbitrator's awards may be entered in any court of competent jurisdiction.

The arbitrator has the right to award or include in his or her awards any relief which he or she deems proper, including money damages, pre- and post-award interest, interim costs and attorneys' fees, specific performance, and injunctive relief, provided that the arbitrator may not declare any of the trademarks owned by Franchisor, or its parents, affiliates, and subsidiaries, generic or otherwise invalid, or award any punitive or exemplary damages against any Party to the arbitration proceeding (Franchisor and Developer hereby waiving to the fullest extent permitted by law any such right to or claim for any punitive or exemplary damages against any Party to the arbitration proceeding). Except as otherwise stated in this Agreement, the arbitrator shall have no authority to issue any relief on any basis other than an individual basis.

The Parties agree that each Party will pay its share of fees and costs in accordance with applicable JAMS rules. If a Party fails to timely pay such fees or costs, the other Party may, in its discretion, advance such costs on behalf of the nonpaying Party. To the extent permitted by applicable law, at the conclusion of the arbitration, the arbitrator shall award to the prevailing Party its fees and costs, including all reasonable experts', attorneys' and other professionals' fees incurred in the proceedings.

In any arbitration proceeding, each Party will be bound by the provisions of any applicable contractual or statutory limitations provision, whichever expires earlier. Each Party must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding. Any claim which is not submitted or filed as required will be forever barred. The arbitrator may not consider any settlement discussions or offers that might have been made by any Party.

The arbitrator shall have full authority to manage any necessary exchange of information among the Parties with a view to achieving an efficient and economical resolution of the dispute. The Parties may only serve reasonable requests for documents, which must be limited to documents upon which a Party intends to rely or documents that are directly relevant and material to a significant disputed issue in the case or to the case's outcome. The document requests shall be restricted in terms of time frame, subject matter and persons or entities to which the requests pertain, and shall not include broad phraseology such as "all documents directly or indirectly related to."

The provisions of this Section are intended to benefit and bind certain third-party non-signatories. The provisions of this Section will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. Any provisions of this Agreement below that pertain to judicial proceedings shall be subject to the agreement to arbitrate contained in this Section.

In the event any portion of this Section is deemed unenforceable, the remainder of this agreement to arbitrate will be enforceable.

The parties to any mediation or arbitration will execute an appropriate confidentiality agreement, excepting only such disclosures and filings as are required by law.

Other Proceedings (Right to Injunctive Relief) Nothing in this Agreement, including the provisions of Sections 12.B through 12.D, bars a Party's right to seek and obtain in any court of competent jurisdiction injunctive or other equitable relief against actual or threatened conduct that it believes is likely to cause loss or damage to its trademarks (including the Marks), its proprietary information, or its systems (including the System), in each case, under customary equity rules, including applicable rules for obtaining restraining orders and injunctions. Each Party agrees that the other may obtain such injunctive relief in addition to such further or other relief as may be available at law or in equity. The Parties agree that the Party seeking injunctive relief pursuant to this Section will not be required to post a bond to obtain injunctive relief and that the only remedy for a Party if an injunction is entered against it will be the dissolution of that injunction, if warranted, upon due hearing (all claims for damages by injunction being expressly waived hereby).

Consent to Jurisdiction. Subject to the obligation to submit to binding arbitration under Section 12.D above, Franchisor and Developer agree that all controversies, disputes, or claims between them or any Franchisor Parties and Developer Parties arising out of or related to this Agreement or any other agreement between a Franchisor Party and a Developer Party or their relationships with each other must be commenced exclusively in state or federal court closest to Franchisor's (or its successor's or assign's, as applicable) then-current principal place of business (currently, Charlottesville, Virginia), and the Parties irrevocably consent to the jurisdiction of those courts and waive any objection to either the jurisdiction of or venue in those courts.

Waiver of Punitive Damages. The Parties hereby waive to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) against each other arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agree that in the event of a dispute, recovery is limited to actual damages. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages. Nothing in this Section or any other provision of this Agreement shall be construed to prevent Franchisor from claiming and obtaining expectation or consequential damages, including lost future royalties for the balance of the Term if it is terminated due to Developer's default, which the Parties agree and acknowledge Franchisor may claim under this Agreement.

WAIVER OF JURY TRIALTHE PARTIES HEREBY AGREE TO WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR DEVELOPER'S PURCHASE FROM FRANCHISOR OF THE DEVELOPMENT RIGHTS AND/OR ANY GOODS OR SERVICES.

WAIVER OF CLASS ACTIONS THE PARTIES AGREE THAT ALL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE DEVELOPMENT RIGHTS, WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS, AND THAT ANY PROCEEDING BETWEEN DEVELOPER, DEVELOPER'S GUARANTORS AND FRANCHISOR OR THEIR RESPECTIVE AFFILIATES, OFFICERS, OWNERS, OR EMPLOYEES MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN FRANCHISOR AND ANY OTHER THIRD-PARTY. The Parties expressly waive the right to have any claim or dispute brought, heard, administered, resolved, or arbitrated as a class, collective, coordinated, consolidated, and/or representative action, and neither an arbitrator nor an arbitration provider shall have any authority to hear, arbitrate, or administer any class, collective, coordinated, consolidated, and/or representative action, or to award relief to anyone but the individual in arbitration. The Parties also expressly waive the right to seek, recover, or obtain any non-individual relief. Notwithstanding anything else in this Agreement, this Section does not prevent the Parties from participating in a class-wide, collective, and/or representative settlement of claims. Notwithstanding any other provision of this Agreement, only a court of competent jurisdiction shall have the authority to resolve disputes arising out of or relating to this Section, including, but not limited to, any claim that all or part of this Section is unenforceable, unconscionable, illegal, void, or voidable.

Grouped Arbitrations. To the extent permitted by applicable law and notwithstanding any other provision of this Agreement, to increase efficiency of resolution, in the event 75 or more similar arbitration demands are filed within a 30-day period: (a) the Parties shall cooperate to organize the arbitration demands into randomized groups of no more than 75 demands (plus, to the extent there are fewer than 75 arbitration demands remaining, a final group consisting of the remaining demands); (b) Developers' counsel shall organize and present the grouped demands to the arbitration provider in a format as required under the JAMS Mass Arbitration Procedures & Guidelines; (c) JAMS shall assess one set of filing and administrative fees per group and shall assign one arbitrator per group, subject to any applicable disclosure and disqualification procedures available under applicable law; (d) JAMS shall set one initial administrative conference per group; (e) regardless of the grouping described above, the arbitrator shall resolve all arbitrations within a group on an individual basis; (f) the first group of 75 arbitrations shall proceed on an individual basis, while the remaining cases are stayed and applicable statutes of limitations for those cases are tolled; (g) the Parties shall use their best efforts to complete the initial 75 individual arbitrations within 120 days after the initial administrative conference, and shall engage in good-faith mediation following resolution of the initial 75 individual arbitrations; (h) if mediation is unsuccessful, the remaining cases shall proceed on an individual basis in groups of 75 cases (plus, to the extent there are fewer than 75 arbitration demands remaining, a final group consisting of the remaining demands); and (i) no final award from an arbitrator in any one arbitration shall have preclusive effect in any other arbitration. The Parties agree to cooperate in good faith to implement the above grouped approach to administration of the arbitration demands.

If any similar arbitration demands were originally processed as individual arbitration demands before this grouping procedure was commenced, further proceedings, including the assessment of further arbitration filing or administration fees to either Party shall be governed by the procedures set forth in this Section.

Attorneys' Fees and Costs. To the extent permitted by applicable law, if legal action or arbitration is necessary to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to recover reasonable compensation for preparation, investigation, court costs, arbitration costs (if applicable) and reasonable attorneys' fees, from the non-prevailing Party as fixed by an arbitrator or court of competent jurisdiction.

Separate and distinct from the right of a prevailing Party to recover expenses, costs and fees in connection with any legal proceeding or arbitration, the prevailing Party shall also be entitled to receive all expenses, costs and reasonable attorneys' fees incurred in connection with the enforcement of any arbitration award or judgment entered, to the extent permitted by applicable law. Furthermore, the right to recover post-arbitration award and post judgment expenses, costs and attorneys' fees shall be severable and shall survive any award or judgment and shall not be deemed merged into such judgment.

Third Party Beneficiaries Franchisor's officers, directors, owners, agents and/or employees are express third-party beneficiaries of the provisions of this Agreement, including the dispute resolution provisions set forth in this Article 12, each having authority to specifically enforce the right to mediate and arbitrate claims asserted against such person(s) by Developer.

MISCELLANEOUS PROVISIONS

Severability Each article, section, paragraph, term and provision of this Agreement, or any portion thereof, shall be considered severable and if, for any reason, any such portion of this Agreement is held by an arbitrator or by a court of competent jurisdiction to be unenforceable due to any applicable existing or future law or regulation, such portion shall not impair the operation of or have any effect upon, the remaining portions of this Agreement which will remain in full force and effect. No right or remedy conferred upon or reserved to Franchisor or Developer by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

Waiver and Delay No failure, refusal or neglect of Franchisor to exercise any right, power, remedy or option reserved to it under this Agreement, or to insist upon strict compliance by Developer with any obligation, condition, specification, standard or operating procedure in this Agreement, shall constitute a waiver of any provision of this Agreement and the right of Franchisor to demand exact compliance with this Agreement, or to declare any subsequent breach or default or nullify the effectiveness of any provision of this Agreement. Subsequent acceptance by Franchisor of any payment(s) owed to it under this Agreement shall not be deemed to be a waiver by Franchisor of any preceding breach by Developer of any terms, covenants or conditions of this Agreement.

The following provision applies if Developer or the franchise granted hereby are subject to the franchise registration or disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin: No statement, questionnaire, or acknowledgement signed or agreed to by a Developer in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Franchisor's Discretion Except as otherwise specifically referenced herein, all acts, decisions, determinations, specifications, prescriptions, authorizations, approvals, consents and similar acts by Franchisor may be taken or exercised in the sole and absolute discretion of Franchisor, regardless of the impact upon Developer. Developer acknowledges and agrees that when Franchisor exercises its discretion or judgment, its decisions may be for the benefit of Franchisor or the System and may not be in the best interest of Developer as an individual area developer.

Developer's Responsibility It is Developer's sole responsibility to conducts its business hereunder in compliance with all applicable federal, state and local laws and regulations ("Applicable Laws"). Developer acknowledges that nothing in this Agreement shall, or may be construed to, create any type of employer or joint employer relationship between (a) Developer or any of Developer's personnel, and (b) Franchisor in any matter.

No Recourse Against Nonparty Affiliates Developer agrees that it will look only to Franchisor to perform under this Agreement. Franchisor's affiliates are not parties to this Agreement and have no obligations under it. Developer may not look to Franchisor's affiliates for performance. Developer agrees that Franchisor's and its affiliates' members, managers, owners, directors, officers, employees and agents shall not be personally liable or named as a party in any action between Franchisor or its affiliates and Developer or its affiliates or their respective owners**.**

Non-Disparagement Developer agrees that it will not (and will use its best efforts to cause its current and former owners, officers, directors, principals, agents, partners, employees, representatives, attorneys, spouses, affiliates, successors and assigns not to) (i) make any untrue or derogatory statements concerning Franchisor and its affiliates, as well as their present and former officers, employees, shareholders, directors, agents, attorneys, servants, representatives, successors and assigns; or (ii) undertake any act which would (a) subject the Marks to ridicule, scandal, reproach, scorn, or indignity, (b) negatively impact the goodwill of Franchisor or its affiliates, the Marks, other components of the System, or any other brands owned or controlled by Franchisor or its affiliates, or (c) constitute an act of moral turpitude (including, without limitation, verbal, physical, or sexual harassment towards any other person)**.**

Notwithstanding the foregoing, nothing in this Agreement or any other agreement with Franchisor restricts or prohibits any person from initiating communications directly with, responding to any inquiries from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the U.S. Securities and Exchange Commission, or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. No person needs the prior authorization of Franchisor to engage in conduct protected by the preceding sentence, and no person needs to notify Franchisor that such person has engaged in such conduct.

ENTIRE AGREEMENT

This Agreement, the documents referred to herein, and the exhibits hereto, constitute the entire and only agreement between the Parties concerning the granting and awarding the Development Rights granted hereunder, and supersede all prior and contemporaneous agreements. Except for those permitted to be made unilaterally by Franchisor hereunder, no amendment, change or variance from this Agreement shall be binding on either Party unless mutually agreed to by the Parties and executed by their authorized officers or agents in writing. This Agreement does not alter other agreements between Franchisor or its affiliates and Developer or its affiliates. Nothing in this Agreement or in any related agreement, however, is intended to disclaim the representations Franchisor made in the Franchise Disclosure Document that Franchisor furnished to Developer. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Faxed, scanned or electronic signatures shall have the same effect and validity, and may be relied upon in the same manner, as original signatures.

[Signature Page Follows]

[Signature Page to the Multi-Unit Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below to be effective as of the Effective Date.

EB CYCLEBAR FRANCHISING, LLC, a Virginia limited liability company	**[NAME OF DEVELOPER]**
By: ___________________________________	By: _________________________________
Name: _________________________________	Name: _______________________________
Title: __________________________________	Capacity: ____________________________
EFFECTIVE DATE: ____________________	Date: ________________________________

EXHIBIT A
TO
MULTI-UNIT AGREEMENT

Name and Address of Developer:

Developer Name: ________________________________
Attention: ________________________________
Address: ________________________________
____
Email Address: ________________________________

Form of Owner (check and complete one):

___ Individual

___ Corporation ___ Limited Liability Company ___ Partnership

State Formed: _______________ Date: ______________

Owners. The following identifies the owner that Developer has designated as, and that Franchisor approves to be, the Operating Principal and lists the full name of each person who is one of Developer's owners, or an owner of one of Developer's owners, and fully describes the nature of each owner's interest (attach additional pages if necessary).

	Owner's Name	**Type / %-age of Interest**
Operating Principal:	___________________________	___________________________%
Other Owners:	___________________________	___________________________%
	___________________________	___________________________%

The **Development Fee** is ____

The **Development Area** is comprised of: ____
____, as depicted on the map attached to this Exhibit. If the Development Area is identified by counties or other political subdivisions, political boundaries will be considered fixed as of the date of the Multi-Unit Agreement and will not change, notwithstanding a political reorganization or change to the boundaries or regions.

The **Development Schedule** is as follows:

Expiration of Development Period	Number of New Studios to Conduct a Soft Opening During the Development Period*	Cumulative Number of Studios Operating as of the End of the Development Period*

* As previously indicated, "Soft Opening" shall mean that the respective Studio's doors are open to the general public for participation in regular classes in the physical premises of the Studio.

1. **<u>Additional Terms or Modifications to This Agreement</u>** (which terms, if any, will control any inconsistencies between the following and the terms in the body of this Agreement):

[insert as applicable]

EB CYCLEBAR FRANCHISING, LLC, a Virginia limited liability company	**[NAME OF DEVELOPER]**
By: ______________________	By: ______________________
Name: ______________________	Name: ______________________
Title: ______________________	Capacity: ______________________
Date: ______________________	Date: ______________________

MAP OF DEVELOPMENT AREA

EXHIBIT B TO MULTI-UNIT AGREEMENT

GUARANTEE, INDEMNIFICATION AND ACKNOWLEDGEMENT

For value received, and in consideration for, and as an inducement to EB CycleBar Franchising, LLC (the “Franchisor”) to execute the Multi-Unit Agreement (the “Multi-Unit Agreement”), dated _______ _______, 20__ (the “Effective Date”), by and between Franchisor and ______________________ or his assignee, if a partnership, corporation or limited liability company is later formed (the “Developer”), the undersigned (each a “Guarantor”), jointly and severally, hereby unconditionally guarantee to Franchisor and its successors and assigns the full and timely performance by Developer of each obligation undertaken by Developer under the terms of the Multi-Unit Agreement.

Upon demand by Franchisor, Guarantor will immediately make each payment required of Developer under the Multi-Unit Agreement. Guarantor hereby waives any right to require Franchisor to: (a) proceed against Developer for any payment required under the Multi-Unit Agreement; (b) proceed against or exhaust any security from Developer; or (c) pursue or exhaust any remedy, including any legal or equitable relief, against Developer. Without affecting the obligations of Guarantor under this Guarantee, Indemnification and Acknowledgment (the “Guarantee”), Franchisor may, without notice to Guarantor, extend, modify, or release any indebtedness or obligation of Developer, or settle, adjust or compromise any claims against Developer.

Guarantor waives notice of amendment of the Multi-Unit Agreement and notice of demand for payment by Developer and agrees to be bound by any and all such amendments and changes to the Multi-Unit Agreement.

Guarantor hereby agrees to defend, indemnify and hold Franchisor harmless against any and all losses, damages, liabilities, costs, and expenses (including, without limitation, reasonable attorneys’ fees, reasonable costs of investigations, court costs, and arbitration fees and expenses) resulting from, consisting of, or arising out of or in connection with any failure by Developer to perform any obligation of Developer under the Multi-Unit Agreement, any amendment, or any other agreement executed by Developer referred to therein.

Guarantor hereby acknowledges and agrees to be individually bound by all obligations and covenants of Developer contained in the Multi-Unit Agreement, including those related to non-competition.

If Guarantor is a business entity, retirement or investment account, or trust acknowledges and it agrees that if Developer (or any of its affiliates) is delinquent in payment of any amounts guaranteed hereunder, that no dividends or distributions may be made by such Guarantor (or on such Guarantor’s account) to its owners, accountholders or beneficiaries or otherwise, for so long as such delinquency exists, subject to applicable law.

This Guarantee shall terminate upon the expiration or termination of the Multi-Unit Agreement, except that this Guarantee shall continue in full force and effect with respect to all obligations and liabilities of Developer and Guarantor that arise from events that occurred on or before the effective date of such expiration or termination or that are triggered by or survive expiration or termination of the Multi-Unit Agreement This Guarantee is binding upon each Guarantor and its respective estate, executors, administrators, heirs, beneficiaries, and successors in interest.

The validity of this Guarantee and the obligations of Guarantor(s) hereunder shall in no way be terminated, restricted, diminished, affected or impaired by reason of any action that Franchisor might take or be forced to take against Developer, or by reason of any waiver or failure to enforce any of the rights or remedies reserved to Franchisor in the Multi-Unit Agreement or otherwise.

The use of the singular herein shall include the plural. Each term used in this Guarantee, unless otherwise defined herein, shall have the same meaning as when used in the Multi-Unit Agreement.

The provisions contained in Article 12 of the Multi-Unit Agreement (Resolution of Disputes), including, without limitation, Section 12.A (Governing Law), Section 12.C (Mediation), Section 12.D (Mandatory Binding Arbitration), Section 12.F (Consent to Jurisdiction), and Section 12.K (Attorneys' Fees and Costs), are incorporated into this Guarantee by reference and shall govern this Guarantee and any disputes between the Guarantors and Franchisor. The Guarantors shall reimburse Franchisor for all costs and expenses it incurs in connection with enforcing the terms of this Guarantee.

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee as of the Effective Date.

GUARANTOR(S)	**SPOUSE(S)**
Name:____________________ Sign: ____________________ Address: ____________________ ____________________ ____________________ Email Address: ____________	Name:____________________ Sign: ____________________ Address: ____________________ ____________________ ____________________ Email Address: ____________
Name:____________________ Sign: ____________________ Address: ____________________ ____________________ ____________________ Email Address: ____________	Name:____________________ Sign: ____________________ Address: ____________________ ____________________ ____________________ Email Address: ____________

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Not Applicable
Hawaii	Not Applicable
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Not Applicable
New York	Pending
North Dakota	Not Applicable
Rhode Island	Pending
South Dakota	Not Applicable
Virginia	Pending
Washington	Not Applicable
Wisconsin	Not Applicable

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.

EXHIBIT L

RECEIPTS

RECEIPT
(OUR COPY)

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

If EB CycleBar Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, EB CycleBar Franchising, LLC or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law. Under Iowa law, we must give you this disclosure document at the earlier of our 1st personal meeting or 14 calendar days before you sign an agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale. Under Michigan law, we must give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If EB CycleBar Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit B.

Issuance Date: June 18, 2026

The franchisor is EB CycleBar Franchising, LLC, 126 Garrett Street, Suite J, Charlottesville, Virginia 22902, and at (877) 827-8074.

See Exhibit B for EB CycleBar Franchising, LLC's registered agents authorized to receive service of process.

I have received a disclosure document dated June 18, 2026, that included the following Exhibits:

Exhibit A	Form of Franchise Agreement and Exhibits	Exhibit H	State Specific Addenda
Exhibit B	List of State Agents for Service of Process and State Administrators	Exhibit I	List of Current Franchisees
Exhibit C	Financial Statements	Exhibit J	List of Franchisees That Left System
Exhibit D	Guaranty of Performance	Exhibit K	Form of Multi-Unit Agreement
Exhibit E	Statement of Prospective Franchisee	Exhibit L	Receipts
Exhibit F	Table of Contents of Manual		
Exhibit G	Form of General Release		

Our franchise sellers are Dave Cuff, Eileen McArthy, and Alisa Anderson, at 126 Garrett Street, Suite J, Charlottesville, Virginia 22902 and (434) 995-5582, and the following person(s) (if applicable):____.

Date	Signature	Printed Name
Date	Signature	Printed Name

RECEIPT
(YOUR COPY)

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

If EB CycleBar Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, EB CycleBar Franchising, LLC or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law. Under Iowa law, we must give you this disclosure document at the earlier of our 1st personal meeting or 14 calendar days before you sign an agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale. Under Michigan law, we must give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If EB CycleBar Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit B.

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I have received a disclosure document dated June 18, 2026, that included the following Exhibits:

Exhibit A	Form of Franchise Agreement and Exhibits	Exhibit H	State Specific Addenda
Exhibit B	List of State Agents for Service of Process and State Administrators	Exhibit I	List of Current Franchisees
Exhibit C	Financial Statements	Exhibit J	List of Franchisees That Left System
Exhibit D	Guaranty of Performance	Exhibit K	Form of Multi-Unit Agreement
Exhibit E	Statement of Prospective Franchisee	Exhibit L	Receipts
Exhibit F	Table of Contents of Manual		
Exhibit G	Form of General Release		

Our franchise sellers are Dave Cuff, Eileen McArthy, and Alisa Anderson, at 126 Garrett Street, Suite J, Charlottesville, Virginia 22902 and (434) 995-5582, and the following person(s) (if applicable):____.

Date	Signature	Printed Name
Date	Signature	Printed Name