DEGAS DANCE STUDIO

FRANCHISE DISCLOSURE DOCUMENT

Degas Dance Franchise B.V.

Rotterdamsweg 386 Delft, Netherlands

1-818-749-6644 US and 31-0626147411 Europe

www.degasdancestudio.com www.degasinternationaldanceacademy.com

The franchise offered by Degas Dance Franchise B.V., a private company with limited liability, is for the operation of a Degas Dance Studio, hereinafter referred to as Degas Dance Studio or us. The main operation of the franchise will be to conduct dance classes for kids, teens, toddlers and adults. Degas Dance studio is dedicated to instructing, educating and inspiring children to advanced professional performers in the ART of DANCE, creating unique performance opportunities, enriching experiences and building strong community.

The total investment necessary to begin operation of a Degas Dance Studio Franchise is between $47,000 -$108,700. This includes $42,000 - $47,000 that must be paid to the franchisor.

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

The terms of your contract will govern your franchise relationship. It is important not to rely on the disclosure document alone to understand your contract. Read your entire contract carefully. Show your contract and this disclosure document to an advisor, like an attorney or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document will be a useful guide. 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 USA. 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 of this Franchise Disclosure Document: July 26, 2023

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.
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 G 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 Degas Dance business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be Degas Dance franchisee?	Item 20 lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need to Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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 does not require you to resolve disputes with us by arbitration. The franchise agreement requires that Netherlands law governs the agreement, and this law may not provide the same protections and benefits as local law. You may want to compare these laws. Local law may supersede this requirement in your state. Please refer to any state-specific addendum that may be attached to the disclosure document for details.

2. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise could be a higher-risk investment than a system with a longer operating history.

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.

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Item 1: The Franchise and any Parents, Predecessors and Affiliates

To simplify the language of this disclosure document, we are referred to as "Degas Dance Studio Franchise," "Degas Dance Studio," "Franchisor," "Company," "HQ" and may also be referred to as "we," "us" or "our". "You" means the person who buys the Franchise. If You are a corporation or partnership, "You" includes the owners of the Franchise.

Degas Dance Franchise B.V. is a Dutch Besloten Vennootschap (a private company with limited liability. We were formed on July 25, 2023. Our principal business office is located at Rotterdamsweg 386 B18 2629HG Delft, Netherlands. Our telephone number is 1-818-749-6644 US and 31-0626147411 Europe. Our agent for service of process is listed in Exhibit D. We began selling franchises in July 2023.

We operate under the trade name "Degas Dance Studio". We do not operate any other line of business.

Our fiscal year ends December 31st. We began selling franchises in June, 2023.

We do not have a predecessor company.

Our affiliate, Degas International Dance Academy, is a Dutch company incorporated in Delft, Netherlands on September 14, 2021. Degas International Dance Academy operates company owned outlets in the Netherlands. It's telephone number is 1-818-749-6644 US and 31-0626147411 Europe and its address is Rotterdamsweg 386 Delft, Netherlands. It is a company owned location operating under the name Degas Dance Studio. It does not operate any other line of business.

Our affiliate company, Degas Dance Studio LLC, operates a company location located in Encino, California USA at 17247 Ventura Blvd., Encino, California 91316 USA. Degas Dance Studio LLC was established in October 2009. Its telephone number is 818-749-6644. It is a company owned location operating under the name Degas Dance Studio.

None of our affiliated companies offer franchises in any line of business.

The Franchise: We offer and sell franchisees that specialize in dance classes for kids, teens, toddlers and adults in classical ballet, pointe, contemporary, modern, jazz, musical theatre, tap, acrobatics, hip hop, jazz funk, stretch & flexibility, choreography composition and additional styles upon approval by Degas Dance Franchise executives under our Trademarks and Method of Operations. We are not engaged in any other business.

You will, if qualified, operate a Degas Dance Studio using our system of operation, which includes distinctive and uniform standards, specifications, policies, and procedures for operations; quality and uniformity of the products and services offered; procedures for management, financial controls; training and assistance; advertising and marketing; pricing and other standards, specifications, techniques, and procedures that we designates for developing and operating Degas Dance Studio Franchised Businesses; all of which may be changed, deleted, improved, and further developed by us from time to time (collectively, "Systems" and "Standards"). You will operate a Degas Dance Studio using our trademarks, service marks, trade dress, logos and symbols ("Trademarks") in accordance with the strands and procedures designed by us in our Franchise Agreement, Operations Manuals or other written directives within a specified Territory (see Item 12 "Territory" for more details).

Regulations: You will be subject to worker's compensation, wage and hour, Americans With Disability Act and OSHA regulations. You must comply with other laws in your state regulating your business. You should consult an attorney in the locality where you intend to operate your franchise to ensure compliance with all applicable state, local and federal laws.

Seasonality: Our business is not seasonal. We offer classes and are available for private parties year- round.

Competition: There are a number of dance training schools which may serve clients with products and services similar to those offered by you. Competition ranges from fairly large and sophisticated companies to small individual dance studios that offer dance classes for various ages. Most of them operate out of a studio, which is either rented or built to suit the owner.

Item 2: Business Experience

Anacia Weiskittel has served as President, CEO and Artistic Director of Degas Dance Franchise B.V. since our inception, and, has serviced in this capacity at Degas International Dance Academy since September 2021 and Degas Dance Studio LLC since October 2009. Ms. Weiskittel is located in Rotterdamsweg, Netherlands.

Ken Carlson is our Vice President and Director of Marketing since our inception and has served in this capacity with Degas International Dance Academy since September 2021. Ken is also Creative Director/Director with Roger LA, a Los Angeles based creative studio. He has worked at Roger LA since June 2019. Ken has been active with Degas Dance Studio LLC, Degas International Dance Academy and Degas Dance Franchise from their inception. Ken also operates American Friend BV, an international creative consultancy based in the Netherlands since October 2021. Ken is base in Den Hagg, Netherlands.

Savea Kagan has served as our Chief Community Officer (CCO), Choreographer and Educator since our inception. She is a member of the faculty at Degas Dance Studio LLC teaching classical ballet, jazz technique, contemporary and modern to ages 5-18 beginning to advanced pre-professional levels since October 2009. She is based in Los Angeles, California.

Item 3: Litigation

No litigation is required to be disclosed in this item.

Item 4: Bankruptcy

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

Item 5: Initial Fees

Initial Franchisee Fee ("Fee"): You must pay us an initial franchisee fee of $38,000 for the right to establish a Franchise. You must pay the fee in full (lump sum) when you sign the Franchise Agreement and it shall be deemed fully earned and nonrefundable except that we will return twenty-five percent (25%) of your initial fee to you if you do not complete the initial training.

Launch Advertising & Marketing: We require you spend at least $2,000 on advertising and marketing for lead generation and awareness in your market prior to opening your franchise. This fee is payable to us or a third-party vendor. This fee is fully earned and non-refundable.

Signage and Print Collateral: We will facilitate the initial order and production for your launch marketing materials and print collateral. This includes a pop-up banner, studio signage, and other required items for use at your classes. The fee for Signage and Print Collateral is $1,500 - $3,000 and is payable to us. This fee is fully earned and non-refundable.

Travel Expenses for Our Representative for Initial Training: You are responsible for reimbursement of our representative's expenses incurred including airfare, ground transportation, hotel, and food and beverage to travel to your location to assist with pre-opening, preview, and launch events. We estimate these expenses to be approximately $500 to $4,000 depending on your location.

Item 6: Other Fees (1)(2)

Type of Fee	Amount	Due Date	Remarks
Transfer (3)	$10,000	Prior to the time of transfer	Payable to the Franchisor when you sell your franchise
Renewal	$2500	Prior to Renewal	Renewable for consecutive ten- year terms if there has been no violation of the Agreement. Renewal fee is paid to the Franchisor
Royalties (4)	7% revenue	Due 5th day of each month, on revenues received during the previous month	"Revenue" means total revenue from all services and sales by the Degas Dance Studio-business, excluding sales and similar taxes. Pass through expenses, such as competition fees are not considered Revenue. Payable to the Franchisor via Electronic Bank Transfer based on the royalty report submitted each month. The Royalty may be increased up to 2% during the term of the Franchise Agreement.
Instructor Certification (5)	Then current fee (currently no charge)	For any new hire	Payable to the Franchisor

Type of Fee	Amount	Due Date	Remarks
Additional Training Fees (6)	Then current fees (currently $100/hr online or $500/day plus travel expenses if in person)	As incurred.	Fee is paid to Franchisor via Electronic Funds Transfer)
Client Database & Scheduling Platform (7)	$179- $500 per month	Auto billed monthly based on platform contract date	Payable to Franchisor or third-party vendor
Technology Operations Fee (9)	$225 - $275	As incurred.	
Graphic Design (8)	Approximately $150-$500 invoice	Invoiced upon receipt	Payable to Franchisor via Electronic Funds Transfer (1)(2)
SEO blog articles (10)	$100 per article	As incurred	Optional. Payable to franchisor.
Paid Advertising (11)	$300 per month	As per individual billings	Payable to franchisor or third party vendor

Type of Fee	Amount	Due Date	Remarks
ebranding Fee (13)	$1,500	If you change your territory's operating dba or other location information.	Payable to franchisor.
Conference & Retreat (14)	$1500	As incurred	Registration fees payable to Franchisor. You are responsible for your own travel expenses paid to third party vendors such as airlines, ground transportation, hotels, food and beverage
Late Fees and other Miscellaneous Fees (15)	$25-$100	As incurred	Late fees and/or cancellation fees paid to the Franchisor via Electronic Transfer (1)(2)

(1) All these fees are uniformly imposed.

(2) All fees that are payable to us are non-refundable.

(3) Prior to the transfer of a franchise, you as the transferor or the transferee must pay a $10,000 transfer fee to us. There is no fee if you transfer to a family member or to a corporation of which you control.

(4) Royalties –Royalty payments begin the month after the business begins sales on the total revenue from all services and sales by the Degas Dance Studio-business, excluding sales and similar taxes. Pass through expenses, such as competition fees are not considered Revenue.

(5) We require that all instructors be certified by our HQ Staff prior to being scheduled to teach paying clients. You is required to participate in teacher

training program themselves in order to be able to provide effective management and coaching for their instructors.

(6) Fees for Additional Face-to-Face training: In-person in your market: $500 per day + travel expenses per person. HQ may hold occasional in-person training, either in Los Angeles or Netherlands. These may have separate registration fees associated with them. Travel/lodging/meals are the responsibility of the Franchisee.

(7) The Client Database and Scheduling Platform Studio Director software is an online and mobile app-based client management and scheduling tool. It provides the ability for staff to manage schedules, enrollment, attendance, billing and reporting. For clients, it provides a platform for viewing available services and enrolling and paying for classes. These fees are payable to franchisor or third-party vendor Studio Director. We must have full access to all reporting and databases within the system.

(8) Graphic Design – This is for flyers and marketing materials used for the Studio.

(9) Technology Operations Fee: Includes but not limited to Email Account, Email Marketing System, Social Media Management Tool, Project Management Tool. Monthly fees aggregate of approximately $225 - $275 per month paid to us or third-party vendors. Website hosting is handled directly through us.

(10) SEO blog articles (optional): We will compose blog articles for you, upon request. The cost for each article is $100, payable to HQ via ACH withdrawal upon your request for the article.

(11) Paid Advertising – We require that you spend a minimum of $300 per month after your business is launched.

(12) Reserved

(13) Rebranding (optional) – If you opt to change your territory's dba and other territorial information including but not limited to updated graphic templates, website and system-wide update, etc., we will charge a $1,500 rebranding fee to make these changes. This fee is payable to us via ACH upon our completion of work.

(14) This is an estimate of your cost to attend our hosted conferences/retreats throughout the year at various locations. Currently, the Netherlands Summer Retreat Training is $1000 plus food and travel expenses, some meals will be provided.

(15) Late Payment Fees: Any Monthly Royalty Fee or any other fee or payment owing to us that is more than ten (10) days late shall incur a late fee of Fifty Dollars ($50), or the maximum allowed by law, whichever is less.

Returned Check/EFT Fees: There shall be a $35 charge for each payment by check or electronic transfer that is returned for lack of sufficient funds.

Late Royalty Report Fee: Royalty Reports are due no later than the 5th of each month for the preceding month's activity reflecting net sales for the month. We will give you a 48-hour grace period, but if we receive the report after the 7th, a $25 late reporting fee will be assessed via ACH debit.

Late cancel/no show of a pre-scheduled training or planning meeting with HQ representatives: A $25 fee will be assessed (via ACH debit) for late canceling within 2 hours of a mutually agreed upon meeting/training time, this includes in-person, online/zoom, and conference calls. A $100 fee will be assessed if Franchisee no-shows without any prior notice.

Item 7: Estimated Initial Investment

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is to Be Made
Initial Franchise Fee (1)	$38,000	Lump Sum or Finance. See Item 10.	At signing of Franchise Agreement	Franchisor
Launch Advertising & Marketing (3)	$2000-$3000	As Incurred	Upon receipt of invoice	Payable to Franchisor or third-party vendor.
Launch Virtual Assistant (4)	$300-$600	As Incurred	Upon receipt of invoice	Payable to third-party HQ trained contractor.

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is to Be Made
Travel Expenses for Initial Training (5)	$800 - $1,200	As Incurred	During Training	You are responsible for your own travel expenses paid to third party vendors such as airlines, ground transportation, hotels, food and beverage.
Travel Reimbursement for Training Field Trip (6)	$500- $4,000	Lump Sum	Upon receipt of invoice from us.	You are responsible for reimbursing Franchisor for all travel expenses incurred by trainers to go to your territory including air travel, ground transportation, hotels, food and beverage.
Insurance (7)	$700 - $20,000	As incurred	As incurred	Insurance provider.
Real Estate and Improvements (8)	$0 - $1500	Not applicable	Not applicable	You may begin your Franchised Business by booking classes at Dance Studios and Community Centers.
Business Formation Expenses (9)	$3,000- $5,000	As incurred	As incurred	Attorneys, Accountants, HR Professionals
Equipment & Systems (10)	$1,500 - $2,000	As incurred	As incurred	Independent Vendors.
Rent (12)	$4,000 - $15,000	As incurred	As incurred	Landlord.
Signage & Print Collateral (11)	$200-$400	As incurred	Upon receipt of invoice	Payable to Franchisor.

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is to Be Made
Additional Funds (13) (to cover working capital needs for a start-up period of 3-6 months)	$6,000 – $18,000	As incurred	As incurred	Independent Vendors.
TOTALS (14)	$57,000 - $108,700			

NOTES:

1. You may pay an initial franchise fee when you sign the Franchise Agreement. The initial franchise fee includes the initial training fees, costs, and training materials.

2. Reserved.

3. Launch Advertising & Marketing: We require you to spend at least $2,000 on advertising and marketing for lead generation and awareness in your market prior to launch.

4. Launch Virtual Assistant (recommended) – we recommend a trained contractor to help with pre-launch sales & marketing, typically for two months at $300 per month paid directly to the contractor.

5. This is an estimate of your Travel Expense for the Initial Training Sessions.

6. This is an estimate of our travel expense to come to your territory to assist with pre-opening, marketing, preview events, etc. You are responsible for reimbursing us for these expenses.

7. Insurance. You are required to carry insurance we require as set forth in our Operations Manual or as we other direct in writing. You are required to submit a Certificate of Insurance to us, naming us and our affiliates as a "additional insured", and to inform us of any changes. The cost of insurance is approximately $700-$1500 annually but can be paid in monthly installments.

8. We do not require that you purchase, rent or lease office space, equipment, furniture, fixtures, etc. We will provide guidance and recommendations for how to identify suitable studio spaces in your local

market.

9. Business Formation Expenses may include fees paid to professionals to form your business entity, i.e., corporation, LLC, acquire your DBA, etc., which are relative to the start-up of your business. We suggest that your have the franchise disclosure document and franchise agreement reviewed by an attorney and certified public accountant.

10. Equipment: computer and printer, accounting system (set up by us with the required Chart of Accounts), and studio equipment including sound system (portable wireless speaker), one to two tablets, dance barres, mirrors, acrobatic mats. You may use your own computer and printer if you have them.

11. We will facilitate the initial order and production for your launch marketing materials and print collateral not provided in your startup package. This includes a pop-up banner, studio signage, and other required items for use at your classes. Should you desire additional branded materials, these are required to be provided by HQ to ensure branding.

12. You can initially conduct dance classes at dance studios, community centers, etc. The average rent will range from $25 to $75 per class. This is based on our experience from operating a company-owned Degas Dance Studio. Once your company is more established you can move into your own location, although it is not required. A space in a commercial building is approximately $4000-$15,000 per month rent. This does not include the initial build out costs.

13. We recommend that you begin with initial working capital of approximately $6,000 to $18,000 to provide for operating cash and miscellaneous costs during the first three to six months after starting your new business. This may include promotional apparel, staff compensation, studio and party supplies, and other working capital needs. We are basing this estimate on our experience operating the company-owned Degas Dance Studio in Los Angeles, California USA for 14 years. Your actual costs will depend upon many factors such as your management skills, experience and business acumen, the local market for our product, etc. This working capital does not does not include any allowance for an owner's draw or salary or operations manager's draw or salary if you elect to have one. This total is an estimate based on our experience from operating company-owned outlets for 14 years.

14. We have relied on our years of experience in the dance studio business to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

Item 8: Restrictions on Sources of Products and Services

You may only offer and sell products and services which we authorize, as specified by us in writing ("Products and/or Services"). We may require you purchase Products and/or Services from an approved supplier, which may be us or an affiliate. We may required you to use Products and/or Services that meet our then-current standards and specifications, which may include brand requirements.

We may unilaterally add and delete products or services to or from the Products and/or Services at any time. We may also designate any Products or Services as optional.

Products and/or Services include: (1) equipment, signs, items of decor, and audio/visual systems, (2) uniforms, shirts, and all merchandise and items intended for retail sale (whether or not bearing our Marks), (3) advertising, point-of-purchase materials, and other printed promotional materials, (4) gift certificates and stored value cards, (5) stationery, business cards, contracts, and forms, (6) bags, packaging, and supplies bearing our Marks, (7) insurance coverage, (8) technology and software applications, (9) dance routines, dance training procedures and dance choreography, and (10) social media platforms.

You may not purchase, offer, or sell any products or services which we have not previously approved as meeting our standards and specifications.

Although we are not currently a supplier of products, we have the right to be an approved supplier of some items. We may designate a single supplier, which may be us or one of our affiliates, for any products, equipment, supplies, or services, in which event you must purchase such items exclusively from the designated supplier.

None of our officers owns an interest in any privately-held suppliers, or a material interest in any publicly- held suppliers. Occasionally, our officers may own non-material interests in publicly-held companies that may supply products or services to our franchisees.

There are currently no criteria describing how the franchisor grants or revokes approval of alternative suppliers. Our specifications either: (1) are contained in the Manuals; or (2) will be provided to you upon request. We, however, have no

obligation to make available to prospective suppliers the standards and specifications that we deem confidential. When approving suppliers, we may consider whether they demonstrate the ability to meet our standards and specification and whether they possess adequate quality controls and capacity to supply your needs promptly and reliably. However, our approval may be withheld for any reason.

We estimate that your purchases from approved suppliers will represent approximately 40% to 75% of your total purchases in establishing the Franchised Business, and approximately 40% to 65% in the continuing operation of the Franchised Business.

We did not receive any revenue in 2022. Neither us nor any of our affiliates received income from the purchases or leases of products or services to franchisees.

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 limit the number of approved suppliers with whom you may deal, we may designate sources that you must use for some or all products, equipment and services, and we may refuse to approve proposals from franchisees to add new suppliers if we believe that action would not be in the best interests of the System or the franchised network of Studios.

There are currently no purchasing or distribution cooperatives in our System.

We and/or our affiliates have not derived any revenue from purchases or leases from any of franchisees' purchases. However, we and/or our affiliates, reserve the right to receive rebates, discounts, credits, or other incentives from one or more approved suppliers which are based upon your purchase from such suppliers. We may use any amounts that we receive from suppliers for any purpose that we deem appropriate.

We do not provide material benefits to you (for example, renewal or granting additional franchises) based on your purchase of particular products or services or use of particular suppliers.

We may negotiate purchase arrangements with suppliers, including price terms, for the benefit of the franchisees, but currently no such arrangements exist.

Computer System

You will need to acquire (either by purchase or lease) the computer hardware and software that we may specify from time to time. This may include point of sale systems, hardware, software for the management and operation of the Studio and for reporting and sharing information with us, and communication systems (including modems, cables, etc.). We have an unfettered right to view all information on your Computer System.

Insurance

You also must obtain, before beginning any operations under the Franchise Agreement, and must maintain in full force and effect at all times during the term of the Franchise Agreement, at your own expense, an insurance policy or policies protecting you, us, our affiliates, and our respective officers, directors, partners, and employees. All insurance policies must name us and each party's respective officers and directors, as additional insureds. All policies must be written by a responsible carrier or carriers whom we determine to be acceptable and must provide at least the types and minimum amounts of coverage specified in the Franchise Agreement or otherwise in the Manuals or otherwise in writing.

Advertising

As noted in Item 11 below, we will have the right to review and approval all marketing plans and promotional materials that you propose to use. You may not implement any marketing plan or use any promotional material without our prior written consent. We reserve the right to require that you purchase certain marketing and promotional materials from us or our affiliate. We or our affiliate may derive revenue through the sale and distribution of these marketing and promotional materials to our franchisees. As of the date of this disclosure document, we have received no revenue as a result of franchisee purchases.

Item 9: Franchisee's Obligations

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items included in this disclosure document.

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	4	11
b. Pre-opening purchases/leases	7, 23	5, 7, 8
c. Site development and other pre-opening requirements	7, 10, 18	7, 8, 11
d. Initial and ongoing training	10	11
e. Opening	6, 7, 9, 10, 12	11
f. Fees	18, 19, 32	5, 6, 7
g. Compliance with standards and policies/operating manual	6, 7, 8, 10, 12, 16, 25, 29	11, 15, 16
h. Trademarks and proprietary information	5, 6, 14, 25	13, 14
i. Restrictions on products/services offered	8, 12,	8, 16
j. Warranty and customer service requirements	Not applicable	Not applicable

Obligation	Section in Agreement	Disclosure Document Item
k. Territorial development and sales quotas	Not applicable	Not applicable
l. Ongoing product/service purchases	8, 9, 10, 11, 12	8, 16
m. Maintenance, appearance, and remodeling requirements	7	Not applicable
n. Insurance	16	7
o. Advertising	Not applicable	6, 7, 11
p. Indemnification	28	Not applicable
q. Owner's participation/ management/ staffing	12	15
r. Records/reports	12, 22	6, 11
s. Inspections and audits	22, 31	11
t. Transfer	14, 25, 26	6, 7, 17
u. Renewal	20, 25, 26, 27	6, 17

Obligation	Section in Agreement	Disclosure Document Item
v. Post-termination obligations	22, 23, 30, 31	17
w. Non-competition covenants	24	17
x. Dispute resolution	32, 33,, 34	17

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 arenot required to provide you with any assistance.

Pre-Opening Assistance

Before you begin your business, we will:

(1) Designate your territory (Franchise Agreement Section 4).

(2) Deliver an Operations Manual to you (Franchise Agreement Section 8).

(3) There are no site, location, or premises requirements. Most franchisees set up a space in their homes to act as an office for their business (approximately 100 square feet).

(4) Provide initial training during the first 30-60 days which consists of virtual training through online modules, as well as optional in-person training at a mutually agreed-upon location. (Franchise Agreement Section 10)

(5) Provide you approved sources for purchasing supplies, equipment, signs, supplies and materials. (Franchise Agreement Section 11).

We do not assist you in locating a site, negotiating the purchase or lease of a site. We do not assist you with conforming your premises to local ordinances, building codes or obtaining permits. We do not assist you in constructing, remodeling or decorating your premise. We do not assist you in hiring employees.

There are no other pre-opening conditions.

The typical length of time between the signing of the Franchise Agreement, or the first payment of consideration for the franchise and the opening of the franchisee's business is approximately 30-90 days. Factors include the ability to complete all initial training, obtain supplies, establish contracts with organizations to facilitate classes and begin registering participants within this time frame.

Post-Opening Assistance

After you begin your business, we will provide assistance in the following manner:

(1) Provide you training and ongoing assistance as we deem necessary. (Franchise Agreement Section 10).

(2) Allow you to use the Marks, and other copyrighted materials for your DEGAS DANCE STUDIO. (Franchise Agreement Section 11).

(3) Provide you will assistance the areas of marketing, advertising ideas, selling, and help you develop your Business and Marketing plan. (Franchise Agreement Section 11).

(5) Send you updated information on training, products, services, motivational articles, announcements, and meetings via mail, email, or conference call. (Franchise Agreement Section 11).

We are not obligated to provide any services in the following areas: Hiring of employees; administrative, bookkeeping, accounting and inventory control procedures.

Site Selection.

You may operate the franchise from a home office. Therefore, we do not offer site selection assistance. If you choose to have a location outside your home, you may request our assistance in setting it up.

Advertising

We currently do not have any national advertising fund or brand fund. We do not have any obligation to conduct advertising on behalf of the franchised system.

We require you spend at least $2,000 on initial opening advertising and then $300 per month on marketing. Franchisee is also expected to advertising and undertake sales promotions at the regional and local level.

Once you have launched your business, we require that you spend a minimum of $300 per month in paid advertising to continue lead generation and promoting your business. We may require this fee be paid to us.

You must use our generated marketing materials to ensure branding. These will be at a cost of approximately $75-100 per flyer/poster. You obtain our written pre-approval for any advertising materials prepared for or on your behalf.

There is no advertising council composed of franchisees that advises us on advertising policies.

There is no local or regional advertising cooperative that the franchisee must participate in.

Computer Requirements

If you do not already own a computer and printer prior to becoming a franchisee, you are required to purchase a laptop or desktop computer in order to connect with the client database and scheduling platform. The Franchisor will have unfettered, independent access to the information generated and stored in the client database and scheduling platform. No contractual limits are imposed upon our access to your computer information. The estimated cost of a computer and printer is approximately $1,500 and we estimate that annual updates at $500. The computer, client database and scheduling platform are used to generate and store operating information for your franchise such as billings, scheduling for classes, all accounting data, etc. You are also required to have high speed internet access, telephone and telephone service, and Microsoft Office.

Franchise Manual

We will provide an Operations Manual which will be available for you to review while you are at the orientation session prior to your decision to become a franchisee.

The training program of the Franchisor as following:

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Basic Management Training	5	5	Company-Owned Outlet in Rotterdamsweg or Los Angeles, at our option
Operations Training	10	10	Company-Owned Outlet in Rotterdamsweg or Los Angeles, at our option
Sales & Marketing Training	10	20	Company-Owned Outlet in Rotterdamsweg or Los Angeles, at our option
Goals/Budgeting Your Business	5	5	Company-Owned Outlet in Rotterdamsweg or Los Angeles, at our option
Party Business Training	5	10	Company-Owned Outlet in Rotterdamsweg or Los Angeles, at our option
Financial and Accounting Training	5	0	Company-Owned Outlet in Rotterdamsweg or Los Angeles, at our option

Our initial training is held within 30-60 days of the time you sign your Franchise Agreement, unless we mutually agree to conduct the training at a later scheduled time. The training is held online and or as needed at a location designated by us. The fee for the initial training is included in the franchise fee. You must pay the travel expenses including airfare, ground transportation, hotel, and food and beverage for you and your employees during initial training.

Training is conducted by Anacia Weiskittel. Anacia is the CEO and President of Degas Dance Franchise B.V. and she has taught Degas Dance Studio and Degas International Dance Academy classes for over 14 years. She has over 30 years as a dance educator and five years' experience training instructors. Anacia has extensive training and experience in the our business and studio operations and working in and developing the Degas Dance Studio Client Experience & Sales System.

The initial training program is mandatory.

Ongoing Training and Assistance Programs.

Launch Virtual Assistant (Optional): we recommend a virtual assistant and can help facilitate a trained contractor to help with pre-launch sales & marketing, typically for two months at the cost of $300 per month paid directly from you to the contractor.

Post-Launch Virtual Assistant support (Optional): Upon the Franchisee's request, an HQ-trained Virtual Assistant can be assigned to support business administration, sales & marketing. The cost of this optional support ranges from $100 - $500 per month, depending on how much support is requested by you; it is paid directly from you to the contractor.

Instructor Certification: we require that all instructors be certified by our headquarters ("HQ") staff prior to being scheduled to teach paying clients. A complete description of this certification process is included in the Operations Manual. The fee for this certification is outlined in Item 6. Franchisees will be required to watch a training video and tools. This will be included in the franchise start up fee. Franchisee is required to participate in an instructor certification program, at no additional cost, to be able to provide effective management and coaching for their instructors.

Additional Training Programs.

Currently, we do not charge for face to face training that is via online meeting within a reasonable number of hour, although we reserve the right to do so. We may hold, and require you to attend, annual conferences to discuss sales, techniques, personnel training, bookkeeping, accounting, inventory control,

performance standards, advertising programs and/or merchandising procedures, or other topics we deem appropriate. We may also require you to attend and complete additional training, in addition to and beyond initial training. We may charge you a fee to attend these conferences or any additional training (currently $500 per person per day plus travel expenses). Additionally, your employees will be responsible for all expenses incurred by you and your employees in connection with any conferences or training, including costs of travel, accommodations, meals, and wages. We may also require you to attend conferences and training sessions, which will be held at a designated location.

We may charge for face to face training that is via online meeting within a reasonable number of hour, although we currently do not do so.

Our online training tools are also available to our franchisees at no additional cost.

Item 12: Territory

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.

We grant protected territories designated by a 15 mile radius around your location.

Except as provided above, and as long as you remain in good standing, neither we nor our affiliates may operate DEGAS DANCE STUDIO or grant franchises within your territory. We do not solicit or accept orders inside your territory, and, therefore, do not pay compensation for soliciting or accepting orders inside your territory.

You may only accept and perform work in your territory. You may begin your franchise from a home office. However, the office must be within your territory. If you wish to relocate your office, it must be in your territory, and you must provide us with a 60 day notice of the relocation.

You cannot solicit or accept orders from customers pursuing other channels of distribution, such as the internet, catalog sales, telemarketing or other direct marketing, to make sales outside your territory. All approved marketing materials and manners of marketing for use in your territory may be used in approved areas outside your territory. Your territorial rights are not dependent upon the achievement of certain sales volumes, market penetration or any other contingency.

Neither the Company nor our affiliate(s) has established other franchises or Company-owned outlets selling or leasing similar products or services under a different trade name or trademark; and neither the Company nor our affiliate(s) has any presently formulated plan or policy to do so. Franchisor does not have to pay any compensation for soliciting or accepting orders inside the franchisee's territory.

The Agreement does not provide you with any options, rights of first refusal, or similar rights to acquire additional franchises within the Territory or areas contiguous to the Territory.

We have not used other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within the franchisee's territory using the franchisor's principal trademarks.

We have not used other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales within the franchisee's territory of products or services under trademarks different from the ones the franchisee will use under the franchise agreement.

Franchisee may not solicit any business from consumers outside of his or her territory. Franchisee may not use other channels of distribution, such as the internet, catalog sales, telemarketing, or other direct marketing, to make sales outside of his or her territory.

Item 13: Trademarks

We operate under the principal trademark "DEGAS DANCE STUDIOS". We do not have a federal registration for our principal trademark. Therefore, our trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, we may have to change to an alternative trademark, which may increase your expenses. We intend to file for federal registration in the future.

There are no effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeals Board, the Trademark Administrator of any state or any court relating to the Marks. There is no pending infringement, opposition or cancellation. There is no pending material litigation involving the Marks.

There are no agreements currently in effect which significantly limit our rights to use or license the use of the Marks in a manner material to the Studio.

The Company grants you the right to use certain trademarks, trade names, service marks, symbols, emblems, logos and indicia of origin designated by the

Company. These Marks may be used only in the manner the Company authorizes and only for the operation of your business at the location specified in the Franchise Agreement.

You may not use the Marks as a part of your corporate or other legal name.

You must notify us promptly of any litigation brought against you involving any of our trademarks, and you must deliver to us copies of any documents for the litigation that we request. We will decide whether to settle or defend any trademark litigation. The Agreement does not contain any provisions under which we are required to defend or indemnify you against any claims of infringement or unfair competition arising out of your use of the Marks. If litigation involving the Marks is instituted or threatened against you, the Agreement requires you to notify us promptly and cooperate fully with us in defending or settling the litigation. We will control all administrative proceedings and litigation involving the trademark licensed by us to you.

We may require you to modify or discontinue your use of any of the Marks. If we exercise this right, we will provide advance notice to all franchisees. In the event that we must withdraw its application for registration with the U.S. Patent and Trademark Office, you may be required to change your trade name and Mark, even after you have opened for business. In this event, you must change, at your expense, all signs, marketing literature, etc. when we notify to you that a new Mark has been registered with the U.S. Patent and Trademark Office.

We have no actual knowledge of either superior prior rights or infringing uses that could materially affect your use of the Marks in any state.

Item 14: Patents, Copyrights and Proprietary Information

Patents: We have no patents, nor are any applications pending.

Copyrights: We have no copyrights issued by the U.S. Copyright office.

We claim common-law copyright protection for our manuals and related materials IP materials, although these copyrights have not been registered with the United States Copyright Office. The operations manuals and related materials are considered confidential and proprietary and are considered our property. You may use them only in the operation of your franchise as provided in the Franchise Agreement. You may not use our confidential and proprietary information in any unauthorized manner and must take reasonable steps to prevent its disclosure to others.

The Agreement requires you to maintain all our Confidential Information as confidential both during and after the term of the Agreement. "Confidential

Information" includes all information, data, techniques and know-how designated or treated by us as confidential and includes the Manual. You may not at any time disclose, copy or use any Confidential Information except as specifically authorized by us. Under the Agreement, you agree that all information, data, techniques and know-how developed or assembled by you or your employees or agents during the term of the Agreement and relating to the System will be considered a part of the Confidential Information protected under the Agreement.

See Item 15 below concerning your obligation to obtain confidentiality and non-competition agreements from persons involved in the Franchise Business.

Item 15: Obligation to Participate in the Operation of the Franchise Business

You must designate and retain at all times an individual to serve as an Operating Principal. The franchisee/owner may serve in that position.

The Operating Principal must devote substantial full time and best efforts to the supervision and performance of the Studio.

The Operating Principal is not required to have equity interest in the Franchise.

The person designated must meet the standards as an Operating Principal is provided in the Manuals or other written instructions.

The Operating Principal must satisfy the training requirements stated in the Franchise Agreement.

The person designated must comply with all of the Company's standards and specifications relating to the products used or sold at the Business.

Each individual who holds an ownership interest in a business entity Franchisee must personally guarantee all of the obligations of the Franchisee under the Franchise Agreement. Spouses are not bound to perform any other obligations under the Franchise Agreement.

At our request, you must obtain and deliver executed covenants of confidentiality and non-competition from any persons who have or may have an ownership interest in the Franchisee or in the franchise, or who receive or have access to training and other confidential information under the System. The covenants must be in a form satisfactory to us and must provide that we are a third-party beneficiary of, and have the independent right to enforce, the covenants.

Item 16: Restrictions on What the Franchisee May Sell

You must operate the Franchised Business in strict conformity with all prescribed methods, procedures, policies, standards, and specifications of the System, as set forth in the Manual and in writing by us from time to time. You must use the Studio only for the operation of the Franchised Business and may not operate any other business at or from the Franchised Business without our express prior written consent.

We require you to offer and sell only those goods and services that we have approved. We must sell all the goods and services authorized by us. We have the right to change the types of authorized goods and services and there is not limit to our right to make changes.

Item 17: Renewal, Termination, Transfer and Dispute Resolution

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

Provision	Section in Franchise or other Agreement	Summary
a. Length of the franchise term	20.	Term is for 5 years.
b. Renewal or extension of the term	20.	Franchise may be renewed for consecutive five (5) year periods subject to any or all of the conditions outlined unless the Franchise Agreement has been terminated due to violations, see Section 9.

Provision	Section in Franchise or other Agreement	Summary
c. Requirements for franchisee to renew or extend	20	1. Notify intent to renew; 2. Pay the renewal fee; 3. Not be in violation or default of terms of Franchise Agreement; and, 4. When renewing, you may be asked to sign a contract with materially different terms and conditions than your original contract.
d. Termination by franchisee	21	You may terminate for any reason by giving 60 days' written notice.
e. Termination by franchisor without cause	Not applicable	Not applicable
f. Termination by franchisor with cause	21	We can terminate if you default or for good cause.
g. "Cause" defined – curable defaults	21	You have 30 days to discontinue violation(s) of the contract and/or cure nonpayment of accounts. You have 60 days to cure any defaults not otherwise specified.
h. "Cause" defined – non-curable defaults	21	The provision in the Franchise Agreement which provides for termination upon bankruptcy may not be enforceable under United States Federal Bankruptcy Law (11 U.S.C. Section 101, et. seq.)(Subject to State Law)

Provision	Section in Franchise or other Agreement	Summary
i. Franchisee's obligations on termination/non-renewal	22	You lose the right to market your services and products. Should you terminate your Franchise, all of your clients will be assigned and transferred to us; however, if you transfer your Franchise, the client List will be assigned and transferred to the new owner. (Subject to State Law)
j. Assignment of contract by Franchisor	26	No restrictions on our right to assign; however, no assignment will be made except to an assignee who is in good faith and judgment of the Franchisor, is willing and financially able to assume the Franchisee's obligations under the Franchise Agreement.
k. "Transfer" by franchisee-defined	25	Transfer of contract, assets or change in ownership
l. Franchisor approval of transfer by Franchisee	25	Transfer must be approved by us, whether owned by an individual or a corporation, but we cannot unreasonably withhold consent.
m. Conditions for Franchisor approval of transfer	25	Transferee must be of good character, pay transfer fee, and sign the Agreement. You must pay any outstanding accounts due to us.
n. Franchisor's right of first refusal to acquire Franchisee's business	None	

Provision	Section in Franchise or other Agreement	Summary
o. Franchisor's option to purchase Franchisee's business	None	
p. Death or disability of Franchisee	27	Your estate or representative may transfer the franchise per approval of the new Franchisee by us.
q. Non-competition covenants during the term of the franchise	24	No involvement in a competing business anywhere. (Subject to State Law)
r. Non-competition covenants after the franchise is terminated or expires	24	No competing for one year with us or another Franchisee. Neither can you assist another Franchisee nor encourage another to terminate their business. (Subject to State Law)
s. Modification of the Agreement	30	Any modifications must be made in writing and signed by you and us.
t. Integration/merger clause	23	Only the terms of the Franchise Agreement are binding. Any promises outside the disclosure document and Franchise Agreement may not be enforceable. (Subject to State Law)
u. Dispute Resolution by arbitration or mediation	32 and Schedule 5	Parties must first attempt to resolve the dispute between themselves. Arbitration under NAI Arbitration Rules. (Subject to State Law)

Provision	Section in Franchise or other Agreement	Summary
v. Choice of Forum	32	Netherlands law. (Subject to State Law)
w. Choice of Law	XVI	Netherlands law. (Subject to State Law)

Item 18: Public Figures

We does not use any public figures to promote its franchise.

Item 19: Financial Performance Representations

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

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

Item 20: Outlets and Franchisee Information

Table No. 1
Systemwide Outlet Summary
For years 2020 thru 2022

Outlet Type	Year	Outlets at the Start of Year	Outlets at the End of Year	Net Change
Franchises	2020 2021 2022	0 0 0	0 0 0	0 0 0
Company-owned	2020 2021 2022	2 2 2	2 2 2	0 0 0
Total Outlets	2020 2021 2022	2 2 2	2 2 2	0 0 0

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2020 thru 2022

State	Year	Number of Transfers
All states	2020 2021 2022	0 0 0
Total	2020 2021 2022	0 0 0

Note 1: There have been no transfers to or from Company owned outlets.

Table No. 3

Status of Franchised Outlets For years 2020 thru 2022

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - other reasons	Outlets at End of Year
All States	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Totals	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0

Table No. 4

Status of Company-Owned Outlets For years 2020 thru 2022

State	Year	Outlets at State of the Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
California	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
Netherlands	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
Totals	2020	2	0	0	0	0	2
	2021	2	0	0	0	0	2
	2022	2	0	0	0	0	2

Table No. 5
Projected Openings as of December 31, 2022

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company Owned Outlets in the Next Fiscal Year
California	0	0	0
Totals	0	0	0

If you buy this franchise, your contract information may be disclosed to other buyers when you leave the franchise system.

The names of all current franchisees and the address and telephone number of each of their outlets: NONE.

The name, city and state, and current business telephone number, or if unknown. The last know home telephone number of every franchisee who had an outlet 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 has not communicated with the franchisor within 10 weeks of the disclosure document issuance date: NONE.

During the last three fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system.

There is no franchisee organization associated with the franchise system.

Item 21: Financial Statements.

Attached as Exhibit E to this disclosure document are our unaudited financial statements as of July 25, 2023. Our fiscal year end is December 31.

WE HAVE BEEN IN BUSINESS LESS THAN THREE YEARS AND THEREFORE CANNOT PROVIDE ALL OF THE FINANCIAL STATEMENTS REQUIRED BY LAW FOR FRANCHISORS THAT HAVE BEEN IN BUSINESS FOR THREE YEARS OR MORE. IN FUTURE YEARS WE WILL PROVIDE THE REQUIRED AUDITED FINANCIAL STATEMENTS.

Item 22: Contracts

Attached as Exhibits to this disclosure document are the following contracts:

Exhibit B Franchise Agreement

Exhibit C Confidentiality and Non-Disclosure Agreement

Item 23: Receipts

Located on last pages of this Franchise Disclosure Document.

EXHIBIT A

Degas Dance Franchise B.V.

FINANCIAL STATEMENTS

WE HAVE BEEN IN BUSINESS LESS THAN THREE YEARS AND THEREFORE CANNOT PROVIDE ALL OF THE FINANCIAL STATEMENTS REQUIRED BY LAW FOR FRANCHISORS THAT HAVE BEEN IN BUSINESS FOR THREE YEARS OR MORE. IN FUTURE YEARS WE WILL PROVIDE THE REQUIRED AUDITED FINANCIAL STATEMENTS.

THESE FINANCIAL STATEMENTS HAVE NOT BEEN AUDITED.

& david
tax · finance · admin

DEGAS DANCE FRANCHISE B.V.
OPENING BALANCE SHEET

BALANCE SHEET AS AT JULY 25 , 2023

	25 july 2023	
	€	€
ASSETS		
Current assets		
Current account A. Weiskittel	1	
		1
		1

& david
tax · finance · admin

DEGAS DANCE FRANCHISE B.V.
OPENING BALANCE SHEET

BALANCE SHEET AS AT JULY 25 , 2023

	25 july 2023	
	€	€
LIABILITEIS		
Equity		
Share capital	1	
		1
		1

EXHIBIT B

Degas Dance Studio

Franchise Agreement

FRANCHISE AGREEMENT

between

Degas Dance Franchise B.V.

and

[▪]

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THE UNDERSIGNED:

(1) **ANACIA LYNN WIESKITTEL**, born on 6 May 1973, trading under the name **DEGAS DANCE FRANCHISE B.V.** a Dutch private limited liability company doing and having its business address at Rotterdamseweg 386 B 18, 2629 HG Delft, the Netherlands (**Franchisor**);

Option: If B.V.:

(2) **[NAME PARTIAL 1]**, a private company with limited liability under [●] law, having its registered office in [▪] and its principal place of business at **[street name, postcode, place name**], listed in the Commercial Register of the Chamber of Commerce under number [▪], duly represented in this matter by its director [name], residing in [place] at [street and number], who signs this Agreement both in his capacity as director under the articles of association and in one's private capacity **(Franchisee**);

Option: If General partnership:

(3) [NAME], a general partnership, doing business at [street name, number, postal code, location], listed in the Commercial Register in the Chamber of Commerce under number [registration number], as well as its partners, [name partner 1], residing at [street name, number, postal code, location] and [name partner 2], residing at [street name, number, postal code, location] who sign the Agreement both as partners, and in a private capacity (**Franchisee**);

Option: If sole proprietorship:

[**FULL GIVEN NAMES AND SURNAME NATURAL PERSON**], born on [date of birth] in [place name], residing at [street name, number, postcode, place], trading under the name of [**NAME**], listed in the Commercial Register of the Chamber of Commerce under number [▪] doing and having its business address at [**street name, postcode, place name**], (**Franchisee**);

Option: *If Natural Person:*

(4) [**FULL GIVEN NAMES AND SURNAME NATURAL PERSON**], born on [**DATE OF BIRTH**] in [**PLACE NAME**], residing at [**street name, postal code, place name**];

The undersigned under (1) and sub (2) each also individually a **Party** and jointly **Parties**.

TAKE INTO CONSIDERATION:

(A) Franchisor has developed an unmistakable unique franchise formula for operating a training and performance-oriented dance studio with classes for kids, teens, toddlers and adults. This formula is based on a commitment to instructing, educating and inspiring children through advanced professional performers in the ART of DANCE and to create unique

performance opportunities, enriching experiences and a strong community. This is the Degas Dance Studio-formula;

(B) Franchisor may exclusively use the Trademarks and the trade name Degas Dance Studio and can and will permit third parties to use the Trademarks and trade name under certain conditions;

(C) the Degas Dance Studio-formula is characterised, inter alia, by using the same name, use of Trademarked materials, applying the same administration system, licenses to production packages, teacher training and class syllabus tools and conducting a joint marketing policy;

(D) Franchisor aims to promote the development of the Degas Dance Studio-formula through a network of Franchisees;

(E) the franchise system of the Degas Dance Studio-formula is characterised by a close business cooperation between legally and economically independent parties, based on mutual information provision and guidance of Franchisee by Franchisor within the framework of the Agreement;

(F) an indispensable means of achieving the objectives of the Degas Dance Studio-formula is, furthermore, an uniform action of the Franchisees towards the customer, which requires use of the same (trade) name, use of a uniform internal and external house style, application of the same optional teaching methods and production packages and implementation of a common marketing policy and propagation of the same image;

(G) because of the aforementioned uniform method of operation and information gathering, Franchisor is able to compare purchasing and sales data of the individual Franchisees and provide Franchisee with valuable advice and services suitable to achieve success/result-oriented uniform operation of the Degas Dance Studio-formula;

(H) Franchisor and Franchisee expressly do not intend to enter into an employment contract for the purposes of article 7:610 et seq. DCC;

(I) Franchisee wants to use Degas Dance Studio-formula and related services and Franchisor wants to make available to Franchisee the Degas Dance Studio-formula;

(J) the Degas Dance Studio-formula explicitly does not include on demand online dance training, regardless of whether that should be considered a Derived formula or not;

(K) Franchisee shall devote all its time entirely to carrying out its activities for the purpose of operating its Degas Dance Studio-business;

(L) Franchisee realises that successful operation is highly dependent on - among other things - its personal qualities, entrepreneurship, commitment and ability to cooperate;

(M) Franchisee knows that it should set aside sufficient funds for investment in it's Degas Dance Studio-business, in order to promote the growth and/or continuity of its Location and thus also the Degas Dance Studio-organisation;

(N) Franchisor will further develop the Degas Dance Studio-formula where possible;

(O) Franchisor has provided a Precontractual Information Document (including the draft franchise agreement) to Franchisee at least four weeks before Franchisee signs the Agreement;

(P) Franchisor will provide an addendum to the Precontractual Information Document to Franchisee prior to any renewal of the Agreement or entering into a successor franchise agreement; and

(Q) Franchisor and Franchisee wish to set out in writing the arrangements made in this Agreement; and

DECLARE TO AGREE:

1. DEFINITIONS AND INTERPRETATION

1.1 Unless the context of the Agreement indicates otherwise, capitalised words in this Agreement shall have the meaning defined in Schedule 1.

1.2 The Recitals and Annexes referred to in the Agreement form an integral and inseparable part of the Agreement.

1.3 No provision of the Agreement shall be construed to the detriment of any Party solely because of the fact that that Party was responsible for drafting that particular provision.

1.4 The provisions of any addendum to the Agreement take precedence over the provisions of the Agreement, unless the addendum provides otherwise.

2. GRANT OF FRANCHISE

2.1 Subject to the provisions of the Agreement, Franchisor grants to Franchisee, and Franchisee accepts, the right to operate the Degas Dance Studio-business using the Degas Dance Studio formula at the Location. The right granted on the basis of the Agreement is expressly limited to the operation under the common name Degas Dance Studio of a Degas Dance Studio-business on the Location and in the Territory. The right to use the Degas Dance Studio-formula to operate other Locations may only be granted by separate written agreement between Franchisor and Franchisee.

2.2 Franchisor hereby grants permission to Franchisee to use during the term of the Agreement the Degas Dance Studio-formula, the associated Degas Dance Studio-expressions and the Know-How provided for by Franchisor, provided that the use is only permitted in the context

of acting as a franchisee of the Degas Dance Studio-organisation. A summary of the Degas Dance Studio-expressions currently used by Franchisor is included in the Manual. Franchisee shall refrain from everything except for the permitted use of the Degas Dance Studio-formula and/or the Degas Dance Studio-expressions.

2.3 Franchisee hereby expressly agrees that the industrial and intellectual property rights in respect of the Degas Dance Studio-formula and the Degas Dance Studio-expressions as specified in the Agreement and the Manual are and shall remain the property of Franchisor and/or Franchisor-affiliated legal entities and that by signing the Agreement and Appendices, the industrial and intellectual property rights in the goods referred to herein have not, neither in whole nor in part, passed or shall pass to Franchisee.

2.4 Franchisee is not entitled to register (parts of) the intellectual property rights regarding the Degas Dance Studio-formula and the Degas Dance Studio-expressions in its own name, for example as (part of) its own Trademark name or domain name.

2.5 If Franchisor makes any necessary changes with regard to the Degas Dance Studio-formula and as a result thereof adopts other Degas Dance Studio-expressions, Franchisee shall also be entitled and obliged to use it, if Franchisor desires this in the interest of the Degas Dance Studio-formula.

2.6 Franchisee hereby expressly acknowledges the industrial property and/or intellectual property rights of Franchisor and/or Franchisor-affiliated legal entities on Degas Dance Studio-expressions yet to be developed.

3. INFORMATION

3.1 Franchisee warrants to Franchisor the accuracy and completeness of the information provided by Franchisee to Franchisor in the context of entering into the Agreement, including but not limited to a copy of a valid identification document, a copy of its application for a Tax ID and a recent extract from the Chamber of Commerce.

3.2 Inaccuracy or incompleteness of the information referred to in the preceding paragraph shall be deemed to constitute an attributable failure of performance by Franchisee, unless Franchisee has acted in good faith and the inadequacy of the information provided was not essential in Franchisor's assessment of Franchisee in respect of its suitability to make use of the Degas Dance Studio-formula.

3.3 Any information provided by Franchisor at Franchisee's request or of its own accord (whether or not as part of the PID) such as key figures and experience figures shall explicitly not be considered as an operating budget provided by Franchisor. Franchisor declares that the information provided and the underlying documents have been prepared to the best of its knowledge and ability.

3.4 Franchisor has expressly advised Franchisee to independently conduct research into the feasibility and potential for the successful operation of its Degas Dance Studio-business. All information provided by Franchisor is intended as a basis for that investigation. If Franchisee desires further information, identifies ambiguities or inadequacies, Franchisor is happy to provide further information or clarifications.

3.5 Franchisee is aware that the Degas Dance Studio-organisation in its current form is a young organisation and Franchisee is (one of) the first Franchisee(s) of the Degas Dance Studio-organisation. Franchisee is also aware that because of the aforementioned reason, certain components of the Degas Dance Studio-formula have not yet been fully realized, such as (but not limited to) the Manual, the guidance during the start-up phase, the Degas Dance Studio-training programme, the fee structure, the software, marketing, et cetera. Franchisor will work out the aforementioned details of the Degas Dance Studio-formula, which could result in the Degas Dance Studio-formula and Degas Dance Studio-organisation being structured differently. Franchisee recognises and agrees to this possibility. If the Agreement should be amended as a result thereof in the future, Franchisor shall timely inform Franchisee thereof and Franchisee shall not unreasonably withhold its consent to the amendments.

3.6 Franchisor does not warrant the accuracy and/or completeness of the information provided to Franchisee and/or of any location survey and/or underlying documents as set out in Article 3.3 and does not provide a warranty for that purpose towards Franchisee or any third party. Franchisor does not accept any liability in the event of any inaccuracy and/or incompleteness of such information and/or documents. Information provided by Franchisor to Franchisee is only intended for Franchisee so that third parties cannot derive any rights or legitimate expectations from it.

3.7 Franchisee is obliged to ascertain whether the information provided by Franchisor to Franchisee is accurate, true and fair and has independently satisfied itself as to the soundness of the assumptions of the information made available to it. Franchisee shall not derive any rights from the information provided by Franchisor as set out in Article 3.3 and expressly waives any right to invoke error pursuant to article 6:228 DCC or the right to apply for amendment of the Agreement pursuant to article 6:230 paragraph 2 DCC.

3.8 Without prejudice to the provisions of Article 3.7 last sentence, the right of Franchisee to bring an action based on an (alleged) vitiated consent (*wilsgebrek*) (including but not limited to a claim based on the Franchisor's provision of incorrect or incomplete information) shall in any event lapse if such claim is not brought within one year from the commencement date of the Agreement.

3.9 If Franchisee has probable cause to believe that its (future) results will deviate negatively from the, where applicable, operating budget provided for by Franchisor, Franchisee shall

immediately notify Franchisor in writing. The Parties shall mutually determine whether, and if so, what measures are desirable in order to improve Franchisee's results.

3.10 During the term of the Agreement, Franchisor shall inform Franchisee in due time of:

(a) intended changes to the Degas Dance Studio-formula;

(b) investments required of Franchisee;

(c) a decision of Franchisor or a third party to implement and use a Derived formula, stating the content and scope of that Derived formula; and

(d) other information that Franchisor knows or may reasonable suspect that is important in view of Franchisee's performance of the Agreement.

3.11 Approximately 2.5% of the Royalty Fee is used by Franchisor to cover investments in the Franchisees collectively, including for example marketing, support, coverage of ICT costs including maintaining the Website etc.

3.12 Annually, Franchisor informs Franchisees how the in the previous financial year jointly paid amount by Franchisees (as stated in Article 3.11) is used to cover the costs or investments for which these contributions are intended. Franchisor is not obliged to refund to Franchisees any surplus. Franchisor is entitled to transfer surpluses to the next financial year.

3.13 The duty to provide information referred to in Article 3.13 does not apply to the one-off Entrance Fee and the remaining 97.5% of the periodic Royalty Fee. Franchisee is aware and agrees that the Franchisee's financial contribution consisting of the Entrance Fee and the said percentage of the Royalty Fee shall be used at the Franchisor's discretion as consideration for joining the Degas Dance Studio-organisation and to cover the general costs of franchisee recruitment, the development and maintenance of the Degas Dance Studio-formula, the (maintenance of the) Degas Dance Studio-organisation and as an addition to the result.

4. LOCATION AND TERRITORY

4.1 Franchisee shall operate the Degas Dance Studio-business solely from the Location and within the Territory. It shall refrain from actively recruiting (potential) Degas Dance Studio-customers outside the Territory.

4.2 Franchisee can only change to location after prior written permission of Franchisor, which shall not be withheld unreasonably.

4.3 Franchisor shall, subject to Franchisee's consent, not grant third parties the right to operate a Degas Dance Studio-business within the Territory during the term of the Agreement, furthermore Franchisor shall not operate the Degas Dance Studio-formula from a branch office located within the Territory.

4.4 Franchisee's exclusive right of franchise is expressly limited to operating the Degas Dance Studio-business in the Territory.

4.5 Franchisor also reserves the right to operate (or have operated) (newly developed) formulas and/or formulas differing from the Degas Dance Studio-formula in the Territory independently and/or by third parties. To the extent this formula can be considered as a Derived formula, Article 9.4 et seq. shall apply.

4.6 Franchisor expressly reserves the power to reclassify the Territory if mid-term review thereof is desired because:

(a) Franchisee cannot all applications of (new) students;

(b) The Degas Dance Studio-business is/shall be exploited from a new Location.

5. INDEPENDENCE AND TRADE NAME

5.1 Franchisee is an independent entrepreneur who operates its business entirely for its own account and risk. Franchisee is free to have any work performed by others, as long as the final responsibility rests with Franchisee. Depending on the type of work, Franchisee will use suitably qualified personnel. Franchisee and Franchisor shall jointly and reasonably determine whether the employee to be deployed is qualified to carry out the particular work.

5.2 Agreements concluded by Franchisee with third parties shall never bind Franchisor, but only create obligations between Franchisee and the relevant third party. Franchisee is not authorised to act in the name and/or on behalf of Franchisor.

5.3 During the term of the Agreement, Franchisee must be listed in the Commercial Register of the Chamber of Commerce, under its own name as stated under sub 2 of "The undersigned", with the addition "doing business as Degas Dance Studio". The description of the business carried on by Franchisee should include: "Degas Dance Studio". This addition and description must be listed with the Chamber of Commerce within five days after the signing of the Agreement.

5.4 If Franchisee operates the Degas Dance Studio-business in the form of a legal entity, the name "Degas Dance Studio" may not appear in the legal entity's statutory name.

5.5 Franchisee warrants that it shall at all times punctually and fully comply with all obligations incumbent upon it under tax and social security laws. Franchisee shall further ensure, and be responsible for, obtaining all governmental or other permits required in connection with the operation of its Degas Dance Studio-business.

5.6 If, in the future, third parties, including the Tax and Customs Administration, adopt the position that there is no independent entrepreneurship on the part of Franchisee, Franchisee and Franchisor, if possible, undertake to amend/adjust the franchise relationship existing

between them and undertake the necessary measures so that Franchisee will still be regarded as an independent entrepreneur by the relevant authorities, all within a reasonable period of time.

6. LICENCES, QUALITY MARKS AND LAWS AND REGULATIONS

6.1 Franchisee is obliged to take care of the necessary licences and quality marks relating to the operation of the Degas Dance Studio-business and shall bear the costs thereof. The consequences of not obtaining or not timely obtaining and/or withdrawal of licences etc. shall be at the expense and risk of Franchisee.

6.2 Franchisee shall at its own expense apply for any necessary building permit(s) in order to bring the Location in line with the guidelines of Franchisor.

6.3 Franchisee shall at all times bear sole responsibility for maintaining the required permits, complying with environmental legislation, hygiene regulations, fire service regulations, rules of the owners' association, labour inspection, health and safety services and all other (local) laws and regulations. Franchisor only has an advisory function and shall never be liable towards Franchisee for the consequences in case Franchisee does not comply with the aforementioned regulations and/or applicable laws and regulations. Franchisee shall indemnify Franchisor against any third party claim in respect of any breach by Franchisee of the aforementioned applicable requirements and/or the laws and regulations.

7. FURISHING AND REMODELING

7.1 In order to preserve and expand, promote and develop the uniformity, recognizability, quality and Trademark experience of the Degas Dance Studio-formula, Franchisee shall be required to furnish (interior and exterior) and keep furnished its Studio in accordance with the guidelines as provided by Franchisor and/or included in the Manual. If the guidelines for the Degas Dance Studio layout are changed (whether in connection with a change in the Degas Dance Studio-Formula or not) Franchisee shall apply such changes as soon as possible, at its expense, in its Studio.

7.2 Franchisee is aware and agrees that the corporate identity developed by Franchisor is critical to the brand experience and is therefore an essential part of the Degas Dance Studio-formula.

7.3 Franchisor shall provide Franchisee with all available technical data for the layout of the Location. Franchisor shall also provide advice and guidance regarding the dressing of the Location, whereby the uniform design of the Studio is an essential part of the Degas Dance Studio-formula.

7.4 The cost of designing, furnishing and customizing the Studio be borne by Franchisee.

7.5 If Franchisee intends to change the layout of its Studio, Franchisee shall notify Franchisor in writing in advance, specifying the intended changes. Except with the written consent of Franchisor, Franchisee shall not be entitled to make the proposed changes independently.

8. MANUAL

8.1 Franchisor shall, upon signing the Agreement, provide Franchisee with the Degas Dance Studio-organisation's Manual digitally. The Manual contains instructions relating to the conduct of business within the Degas Dance Studio-organisation in general and the conduct of business of the Degas Dance Studio-company in particular.

8.2 Franchisee undertakes to follow all instructions described in the Manual and all directions given by Franchisor for its implementation.

8.3 Franchisor is entitled to make amendments and extensions to the Manual. These changes should be reasonable, where Franchisor will carefully weigh the interests of the Degas Dance Studio-organisation and the Degas Dance Studio-formula as a whole against the interests of the individual Franchisees.

8.4 The Manual forms an integral part of the Agreement. By signing the Agreement, Franchisee declares to have taken notice of the content of the Manual and agrees with its content.

8.5 The Manual remains the property of Franchisor and is provided to Franchisee on loan for the term of the Agreement. Franchisee acknowledges all intellectual and industrial property rights of Franchisor, including rights related to the Manual, which acknowledgement shall also apply to any amendments and/or supplements to the Manual.

8.6 Should there be any contradiction between the Agreement and the Manual, the Agreement shall always prevail over the Manual.

9. SERVICES OF FRANCHISOR, SUPPORT, FORMULA DEVELOPMENT

9.1 Franchisor will provide Franchisee with (amongst others) the following services:

(a) the provision of instructions and advice relating to the operation of the Degas Dance Studio-business, in particular regarding product range, personnel policy and staffing, organisation, administration, et cetera;

(b) a license to perform packaged original end of year productions & Backdrops (use thereof is optional);

(c) a license to perform optional packaged Nutcracker Choreography (use thereof is optional);

(d) provision of teacher training and class syllabus tools (use thereof is optional);

(e) looking after and continuing to develop the Degas Dance Studio-formula;

(f) advising in matters of sales promotion, pricing (sales price advice), public relations and joint advertising;

(g) any other services that Franchisor deems useful and/or necessary from time to time to support Franchisee at Franchisor's sole discretion,

which services, if any, are further explained and detailed in the Manual.

9.2 Franchisor shall provide Franchisee with such assistance as well as such commercial and technical support as may reasonably be expected in relation to the nature and purport of the Degas Dance Studio-formula in the interest of Franchisees operation of the Degas Dance Studio-formula, all as set out in the Agreement and the Manual.

9.3 If Franchisee believes that it has not received any or insufficient support as referred to in Article 9.2, Franchisee shall immediately notify Franchisor in writing. Thereafter, the Parties shall determine in mutual consultation whether the requested support can reasonably be expected from Franchisor and in what manner such support shall be given shape.

9.4 Franchisee is aware that in the interest of the Degas Dance Studio-formula, Franchisor must have a certain degree of freedom to unilaterally make changes and/or operate (or cause to be operated) a Derived formula. Franchisee agrees in advance to the unilateral implementation by Franchisor of any changes to the Degas Dance Studio-formula and/or the operation of a Derived formula, provided that the financial impact thereof in any calendar year does not exceed the applicable threshold(s). At the commencement of the Agreement, the following thresholds shall apply:

(a) for increase in Royalty Fee of 2% during the term of the Agreement.

(b) For investments made by Franchisee, the obligation to pay a fee, mark-up, other financial contribution and other types of costs, other than the increase of the Royalty Fee referred to in (a): € 5.000,- per calendar year;

(c) For reasonably foreseeable loss of turnover: 5% loss of turnover per calendar year, calculated on Franchisee's turnover in the previous calendar year, where, in the first calendar year of the Agreement, the turnover realised at the time of proposing the change is extrapolated to the turnover of that entire calendar year.

9.5 If in any calendar year the maximum annual amount for required investments referred to in Article 9.4(b) is not or not fully used, the threshold amount for the succeeding calendar year will be increased by this unused amount, to the extent Franchisor has announced that Franchisee should reserve (a part of) the amount for the purpose of future investments.

9.6 In principle, Franchisee consents to changes to the Degas Dance Studio-formula with an impact above the thresholds set out in Article 9.4 to the extent that such changes are because of amended laws or regulations. To the extent that Franchisee does not consent,

Franchisor, without prejudice to other actions under the Agreement and/or the law, shall have the power to Terminate or Dissolve the Agreement by the day of entry into force of the amended laws or regulations. Franchisor shall not owe Franchisee any damages as a result of early Ending of the Agreement on this ground.

9.7 Changes to the Degas Dance Studio-formula will always be communicated to Franchisees in writing in advance.

10. INSTRUCTION, EDUCATION, TRAINING AND PERSONNEL

10.1 Franchisor has assembled a training programme and teacher training tools, which are set out in the Manual. This training programme shall be made available to Franchisee.

10.2 Franchisee is obliged to attend the training programme as referred to in Article 10.1. If the training programme involves education and/or training of Franchisee's employees, Franchisee shall ensure that its employees participate therein. The costs of the regular training programme for Franchisee is included in the Entrance Fee. Travel and accommodation costs shall at all times be borne by Franchisee. If a mandatory training course falls outside the regular training programme, Franchisor shall communicate this and the costs relating to it to Franchisee in advance.

10.3 Franchisee undertakes to provide instruction, education and training to its employees in the Degas Dance Studio-business with the aim that each employee acts in accordance with the guidelines and regulations of the Degas Dance Studio-formula, as detailed in the Manual.

10.4 Franchisee shall ensure that its employees meet the highest standards of professionalism and service and will comply with all relevant regulations as set out in the Manual.

10.5 Because the Degas Dance Studio-formula focuses mainly on children, it is of great importance to Franchisor that Franchisee verifies by means of a certificate of good conduct (*verklaring omtrent het gedrag*) and though a back ground check that there are no objections to any person it employs that could be in direct contact with a student. This verification and back ground check must be repeated every 3 years.

11. SALES SUPPORT, ADVERTISING AND WEBSITE AND WEBSHOP

11.1 Franchisor shall provide the general international marketing and communications, including a website, social media presence and collective (international and country level) marketing campaigns initiated by Franchisor in cooperation with the Franchisees at the local level, as detailed in the Manual.

11.2 Franchisee undertakes to fully cooperate in implementing the international and applicable national promotional plans at the local level.

11.3 Franchisee is also expected to independently advertise and undertake sales promotion activities at regional and local level. All costs associated with this shall be borne by

Franchisee. Franchisee shall spend a minimum of 2.000 USD on initial opening marketing and thereafter a minimum of 300 USD per month on marketing for its Degas Dance Studio-business.

11.4 For all local advertising/marketing/sales promotion expressions, Franchisee shall always require prior approval from Franchisor in order to not disrupt Franchisor's (national) marketing policy. The intended individual advertising activities of Franchisee shall never be in conflict with the collective advertising, positioning and Trademark perception of the Degas Dance Studio-formula, for which reason the required advertising material shall in principle be provided by Franchisor.

11.5 Franchisor has developed for the benefit of the Degas Dance Studio-organisation the Website, on which Website all Degas Dance Studio-locations are included. The Manual could contain further guidelines concerning this subject.

11.6 The domain name of the Website, any name that is in any way similar to Franchisor's trade name and/or Trademarks, and/or any works/publications/documents subject to Franchisor's copyright are expressly reserved to Franchisor.

11.7 If quality standards established by Franchisor as elaborated in the Manual and subject to Article 11 have been met, Franchisee shall be permitted to open and/or maintain an internet site, or to advertise its establishment on the internet, or to offer services via the internet. Franchisee shall comply strictly with the quality standards contained in the Manual and shall inform Franchisor thereof in advance. This website shall be aimed purely at the Degas Dance Studio-formula and in any case shall not harm the reputation and image of Franchisor. Franchisee shall develop and operate this website only in compliance with the guidelines in the Manual.

11.8 During the term of the Agreement Franchisor shall provide Franchisee with an email address (according to the format location@degasdancestudio.com). Franchisee is obliged to use the email address in connection with all email traffic related to the Degas Dance Studio-business. All related costs are included in the Royalty Fee.

11.9 During the term of the Agreement Franchisee shall be permitted to use so-called 'social media' such as Facebook, Twitter, Instagram and LinkedIn for the benefit of the Degas Dance Studio-business. If any accounts or addresses of these social media use or refer to the Degas Dance Studio-expressions, Franchisee shall require Franchisor's prior consent. If Franchisor grants permission, it is always on the condition that the relevant account/address is and remains the property of Franchisor. Franchisee will have it on loan during the term of the Agreement. Franchisee shall at all times adhere to the guidelines established by Franchisor when using social media as included in the Manual.

12. MANAGEMENT, ADMINISTRATION AND CONTROL

12.1 Business comparison of Franchisee's businesses enables Franchisor to achieve optimal returns for the Degas Dance Studio-formula, which returns may also benefit Franchisee. To this end, Franchisee undertakes to maintain proper financial business records in accordance with the guidelines set out by Franchisor in the Manual and to use Studio Director Software for it's business processes.

12.2 Franchisee shall submit to Franchisor each calendar quarter, before the 20th of the following month, a copy of the quarterly closing prepared by Franchisee, or at least by the accounting firm engaged by Franchisee, including an itemized balance sheet and an income statement. The costs of preparing this shall be borne by Franchisee.

12.3 Within ninety (90) days after the end of each fiscal year, Franchisee shall submit to Franchisor a financial statement including an income statement, profit and loss account for such fiscal year as well as a balance sheet as at the last day of such fiscal year.

12.4 The financial statements, periodic balance sheet, income statement and profit and loss account shall be prepared in accordance with generally accepted accounting principles. The costs shall be borne by Franchisee.

12.5 If Franchisor suspects that the quarterly closing or profit and loss account and balance sheet prepared by Franchisee do not reflect an accurate representation, Franchisor shall have the right to engage an accountant (AA or RA) to audit the quarterly closing or profit and loss account and balance sheet. If the engaged accountant concludes that the quarterly statement of account or profit and loss account and balance sheet submitted by Franchisee deviate more than 5% from the actual results achieved and the actual balance sheet, the accountant's costs shall be borne by Franchisee.

12.6 Franchisee shall regularly on its own initiative provide Franchisor with all necessary information that is relevant to Franchisor (i) in order for Franchisor to monitor Franchisee's compliance with the Agreement, (ii) regarding proper operation of the Degas Dance Studio-formula and (ii) regarding Franchisor's compliance with the Agreement pursuant to Article 9.2. Furthermore, Franchisee will provide Franchisor (at Franchisee's cost) with access to and permission to access at all times all relevant data in the Studio Director Software used by Franchisee.

12.7 For the purpose of Franchisor's services and their development, Franchisee shall cooperate with surveys to be conducted by Franchisor, including (comparative) quality surveys. Franchisor shall, if possible, notify Franchisee of any intended survey in a timely manner.

13. AUTOMATION

13.1 Franchisee undertakes to source, use and apply the Degas Dance Studio-software in accordance with the guidelines provided by Franchisor.

13.2 Franchisee shall provide all necessary cooperation for any future expansion or improvement of the Degas Dance Studio-software.

13.3 Franchisor is obliged to support Franchisee in applying and using the Degas Dance Studio-software referred to in this article.

13.4 The cost of the necessary (sub)licence for the use of the Degas Dance Studio-software shall be borne by Franchisee.

13.5 Franchisee shall participate in facilitating creditcard and other credit payments as reasonably determined by Franchisor. This shall include the installation of a PIN device or other system suitable for electronic payments. All associated costs shall be borne by Franchisee.

13.6 Franchisee recognises the importance of registering customers. Franchisee has a best-efforts obligation (*inspanningsverplichting*) to induce customers to give up their personal details and include the relevant data in a central database that is also viewable by Franchisor. The procedure on registering customers is detailed in the Manual.

13.7 If and to the extent that Franchisor has established an intranet for the purpose of mutual communication, Franchisor shall have sole authority to make changes to such intranet. Franchisee shall not, except with Franchisor's prior written consent, develop an intranet on its own initiative.

14. TRANSFER INTELLECTUAL PROPERTY

14.1 Should Franchisee acquire or obtain any intellectual property rights arising from (the performance of) the Agreement, the use of the Trademark, the (operation of the) Degas Dance Studio-formula, the associated Degas Dance Studio-expressions and/or the Know-how provided by Franchisor, Franchisee is obliged to transfer all such present and future intellectual property rights located anywhere in the world (“**IP Right(s)**”) to Franchisor unconditionally, unencumbered, free of licenses and for no consideration, and hereby assigns and transfers it to Franchisor. This Agreement shall serve as a deed of transfer within the meaning of article 2 of the Copyright Act.

14.2 In so far as it may appear that the transfer and delivery of the IP Rights has not, not fully or not properly taken place, Franchisee undertakes to provide all necessary cooperation and perform all acts necessary for a proper and valid transfer upon Franchisor’s request.

14.3 If at any time further action is required in the course of the performance of the Agreement or to register the transfer of the IP Rights in the relevant registers, each Party shall, as soon as possible, at its own expense, sign (or cause to be signed) all documents and perform all other acts necessary or required to give effect thereto.

14.4 To the extent permitted, Franchisee irrevocably waives its personality rights as contained, amongst others, in article 25(1)(a), (b) and (c) of the Copyright Act that may rest on, be contained in or arise from the IP Rights transferred by the Agreement, and waives its authority as stated in article 25(4) of the Copyright Act. Franchisee also waives its right to claim any IP Right and/or other related matters. To the extent that the waiver of the personality rights referred to in this article is not permitted or permissible, Franchisee undertakes never to claim them.

14.5 Franchisee represents that it is fully entitled to the IP Rights.

14.6 Franchisee represents and warrants that all IP Rights transferred to Franchisor through this Agreement are valid, timely registered, extended, renewed, or otherwise maintained, and that all duties and/or fees required therefor have already been paid (if applicable).

14.7 Franchisee represents and warrants that with respect to the IP Rights no acts have been done or omitted by Franchisee or any other party which may challenge the validity of the IP Rights, or which may result in the revocation, restriction, expiration or other modification of the IP Rights.

14.8 Franchisee warrants that the IP Rights do not infringe the (intellectual property) rights of third parties.

15. PRIVACY, PROCESSING PERSONAL DATA

15.1 Franchisor and Franchisee shall always act in accordance with the applicable European and national data protection laws and regulations, including in any case the AVG, when processing personal data.

15.2 To the extent that Franchisor and Franchisee do not process personal data of data subjects exclusively for the benefit and on the basis of written instructions of the other Party and they independently determine the purpose and means of processing, Franchisor and Franchisee separately qualify as processing controllers within the meaning of Article 4 (7) AVG.

15.3 Franchisor shall be entitled to request Franchisee to make available any information that enables Franchisor to determine whether Franchisee is in compliance with its obligations referred to in this Article of the Franchise Agreement and applicable data protection laws and regulations.

15.4 In the event of a suspected personal data security breach (a potential data breach) within Franchisee's organization, Franchisee shall notify Franchisor as soon as possible but no later than within 24 hours, with Franchisee providing Franchisor with all information regarding:

(a) the nature of the data breach, including the personal data involved and the categories of data subjects;

(b) the day and time the data breach was detected;

(c) the potential impact of the data breach on data subjects, Franchisee, Franchisor and/or the franchise formula;

(d) the measures Franchisee is taking and has taken to prevent the data breach and mitigate any adverse consequences thereof.

15.5 If Franchisee is the data controller with respect to the personal data involved in the data breach, prior to reporting the data breach to the supervisory authority or data subject(s), it shall coordinate with Franchisor on the content of the proposed notification and notice.

15.6 To the extent Franchisor processes personal data of data subjects, such as customers and employees, on behalf of and for the benefit of Franchisee, for the purpose of, inter alia, administering and managing customer data and employee data, Franchisor shall be considered a processor within the meaning of Article 4 (8) AVG for these processing operations.

15.7 In connection with the provisions of Article 15.6, Franchisor and Franchisee have entered into a data processing agreement (attached as Schedule 3).

15.8 To the extent that Franchisor and Franchisee jointly determine the purposes and means of any particular processing, they qualify as joint controllers of processing within the meaning of Article 26 AVG and establish in writing their mutual rights and obligations thereunder. Both Franchisor and Franchisee shall make the content of the arrangement available to data subjects in a timely and adequate manner.

15.9 If there is a liability for damages as a result of non-compliance with obligations arising from the AVG, Franchisor and Franchisee shall each be liable for its own share of the damages that are a direct result of the processing taking place under its own responsibility.

15.10 If and to the extent that Franchisee in any capacity whatsoever acts in violation of its (legal) obligations under then current (privacy) laws or the agreements in place between the Parties, Franchisee shall indemnify Franchisor for claims by data subjects and other third parties whether or not by virtue of damages, fines, settlements, criminal transaction proposals or otherwise and shall fully indemnify Franchisor in this respect.

16. INSURANCES

16.1 Franchisee shall procure, prior to opening the Degas Dance Studio-business and shall maintain in full force and effect during the term of this Agreement, at Franchisee's expense, an insurance policy or policies as required by Franchisor against any loss, liability, personal injury, death, property damage or expense whatsoever arising or occurring upon or in connection with the operation of the Degas Dance Studio-business. Franchisor shall be named as an additional insured on all such policies (excluding worker's compensation

policies and employer's liability insurance; Franchisor shall require Franchisee to provide a Waiver of Subrogation). Franchisee shall also procure insurance covering business interruption, employment practices liability insurance (including sexual harassment) and cyber liability insurance.

16.2 All insurance policies required under this Agreement shall be written by an insurance company satisfactory to Franchisor, and coverage shall be provided in accordance with standards and specifications set forth in the Manual or otherwise specified in writing.

16.3 Upon request of Franchisor, Franchisee is obliged to send Franchisor, prior to entering into the Agreement and annually thereafter, certificates of the insurances, insurance policies and proofs of payment as to the most recently paid premiums. These certificates of insurance should name Franchisor as additional insured.

16.4 Franchisee shall not be permitted to cancel these insurance policies or waive the right to claim under certain policies, or to substantially modify them, without first obtaining the written agreement of Franchisor to modify them to that effect.

16.5 Franchisee shall indemnify Franchisor against (the consequences of) prosecutions, demands or other actions by third parties to the extent that these are the result of liability and/or damages arising as a result of Franchisee's operation of the Degas Dance Studio-business, unless the acts and/or omissions carried out by Franchisee are the result of Franchisor's failure to fulfil its contractual obligations, or failure to do so in a timely or proper manner.

17. SALES PRICES

17.1 Franchisor may recommend recommended sale prices or impose maximum prices on Franchisee in a manner described in the Manual, provided that such prices do not have the same effect as a fixed price or minimum price. Franchisee shall be free to set sales prices, subject to a maximum price where applicable. Unless expressly agreed otherwise, the recommended price shall also serve as the maximum price.

17.2 In the interest of the uniform operation of the Degas Dance Studio-formula, Franchisee is obliged to participate in all promotional activities organised by Franchisor. During these promotional activities Franchisee is obliged to comply with the regulations as included in the Manual. If and to the extent that the promotional activity involves the temporary offer of a certain product or service at a reduced price, Franchisee shall be obliged within the legally permissible framework to apply the prices set by Franchisor.

18. FEES AND COSTS

18.1 Franchisee shall pay to Franchisor a one-off fee in the amount of $38,000 USD excluding VAT or taxes as compensation for the rights and committed performance granted to Franchisee and it shall also serve as a contribution towards the other costs incurred by Franchisor in entering into this Agreement ("Initial Franchise Fee").

18.2 During the term of the Agreement, Franchisee shall in addition owe monthly to Franchisor a revenue-related fee ("Royalty Fee") to the amount of 7% of the Revenue achieved by Franchisee in the relevant month, excluding VAT.

18.3 Franchisor reserves the right to periodically change and annually index the mentioned amounts and/or percentages in the Article 18.2. Franchisor shall notify Franchisee in writing, if Franchisor adjusts the fee(s). If the increase exceeds the threshold set out in Article 9.4, the increase may only be implemented by consent as referred to in article 7:921 DCC.

19. PAYMENTS AND INTEREST

19.1 The Initial Franchise Fee will be invoiced by Franchisor immediately after signing the Agreement.

19.2 The Royalty Fee shall be invoiced by Franchisor to Franchisee monthly in arrears. Payment is due at the 5th of every month. A grace period applies to payment of the Royalty Fee until the 7th of each month.

19.3 The invoices issued by Franchisor pursuant to Articles 19.1 and 19.2 and sent to Franchisee shall be paid by electronic transfer of payment.

19.4 Franchisor shall be entitled to set off all that it owes to Franchisee against all that Franchisee owes to Franchisor and its affiliates on any account whatsoever. Franchisee shall not be entitled to suspend or set off any amount owed to Franchisor.

19.5 In the event of untimely payment on the 7th, Franchisee shall owe to Franchisor a fee of € 25.00 per event for administration costs.

19.6 Without prejudice to the requirements under Article 19.4, Franchisee shall owe statutory commercial interest pursuant to article 6:119a DCC on the amounts owed to Franchisor under the Agreement after the due date, without further notice of default being required.

19.7 All amounts payable by Franchisee to Franchisor are exclusive of VAT or taxes. All taxes levied or to be levied on Franchisee shall be for the account and risk of Franchisee and shall not affect Franchisee's payment obligations to Franchisor under the Agreement.

19.8 Any right to reimbursement of the Entrance Fee and/or the Royalty Fee is expressly excluded, even in the event of an early Ending of the Agreement for any reason.

20. DEADLINE AND EXTENSION

20.1 The Agreement is entered into for a period of five years commencing on _____ ("Start Date") and ending on _____("Expiry Date").

20.2 The Agreement will not be automatically renewed. One year before the expiry of the Agreement, Franchisor and Franchisee shall consult with each other about possible renewal and the conditions under which such renewal will take place, the starting point being that Franchisor will offer Franchisee a new agreement if (i) during the term of the Agreement Franchisee has always properly and timely fulfilled its obligations to Franchisor (ii) Franchisee has demonstrated that it conforms to the legitimate overarching interests of the Degas Dance Studio-formula and Degas Dance Studio-organisation and (iii) Franchisor and Franchisee can agree on the then applicable terms of Franchisor for entering into a new agreement. If the Parties do not agree on entering into a new Agreement, the Agreement shall end by operation of law as of the Expiry Date.

20.3 Upon renewal of the Agreement, a renewal fee shall become payable by Franchisee to Franchisor of $2,500 USD.

21. EARLY TERMINATION BY NOTICE OR DISSOLUTION

21.1 If:

(a) Franchisee or Franchisor is declared insolvent or is granted suspension of payments, or Franchisee's insolvency or suspension of payments is applied for, or Franchisee is no longer authorised to perform legal acts independently, or Franchisee is declared subject to the Debt Restructuring (Natural Persons) Act (*Wet Schuldsanering Natuurlijke Personen*);

(b) An executory attachment is levied against Franchisee, which attachment has not been lifted within fourteen days of service;

(c) Franchisee provides false statements to Franchisor, practises deceit or commits fraud or otherwise commits acts that jeopardise the good name of the Degas Dance Studio-formula, for example if Franchisee is convicted of committing an offence punishable by imprisonment;

(d) more than three complaints about Franchisee have been received by Franchisor in one calendar year;

(e) Franchisee has effectively terminated its business or if Franchisor has effectively terminated its business without the rights under the Agreement having been validly transferred to a third party; or

(f) The Entrance Fee is not paid in due time;

(g) Franchisee, notwithstanding the summons referred to in Article 21.2, fails to fulfil one or more of its obligations under the Agreement;

the other Party has the right to Terminate or Dissolve the Agreement immediately by registered letter. The abovementioned is without prejudice to the right to claim damages from the defaulting Party.

21.2 The in the context of Article 21.1(g) to be observed demand period shall be fourteen days, unless a shorter reasonable period results from the nature of the breach, in which case that shorter period shall apply. If performance is temporarily or permanently impossible, no demand as referred to in Article 21.1(g) is required in order for a party to invoke the Termination or Dissolution of the Agreement.

22. CONSEQUENCES OF TERMINATION

22.1 If Franchisor Terminates or Dissolves the Agreement pursuant to Article 21.1(c), 21.1(d), 21.1(e) or 21.1(g) Franchisor shall be entitled to compensation for all damages suffered by it, including in any event the lost Royalty Fee for the remaining term the Agreement would have continued in the event the Agreement would not have been Terminated or Dissolved. In other cases, Franchisor shall also be entitled to compensation pursuant to the law.

22.2 With the Ending of the Agreement between the Parties - in whatever manner and whether interim or not - the right of Franchisee to use the Degas Dance Studio-formula and associated Degas Dance Studio-expressions comes to an end, irrespective of the immediate ground for Ending.

22.3 Within 10 days after the Ending of the Agreement, Franchisee shall be obliged to remove and keep removed all that is located in or attached to the Location, whereby the Location can be linked to the Degas Dance Studio-formula, in the absence of which Franchisor may proceed with its removal at the expense of Franchisee. Franchisee shall give Franchisor the opportunity to do so.

22.4 Within 10 days from the time of Ending of the Agreement, Franchisee is obliged to deliver to Franchisor all documents and/or goods provided by Franchisor to Franchisee, however named, in connection with the execution of the Agreement. Within the same period Franchisee shall also be required to terminate and keep terminated the use of the business telephone number and email address under which it could be reached as a Franchisee. Franchisee shall co-operate to ensure that the telephone number used by Franchisee for the purpose of operating the Degas Dance Studio-formula is transferred to Franchisor upon Franchisors first request for no consideration after the Ending of the Agreement.

22.5 Within 30 days after the Ending of the Agreement, the Parties shall mutually provide each other with all necessary data in respect of any fees/payments due at the time of Ending, which fees/payments shall be paid or settled no later than 7 days after the expiry of such period.

22.6 After the Ending of the Agreement Franchisee shall be obliged to immediately cease and desist the use of the Degas Dance Studio-expressions, trade name, trademarks and other elements of the Degas Dance Studio-formula, as well as to arrange for amendment or termination of the relevant registration in the Commercial Register of the Chamber of

Commerce and henceforth to avoid everything that could create the impression that it is still entitled to use the Degas Dance Studio-formula.

22.7 In case of Ending of the Agreement, all positions of Franchisee in committees within the Degas Dance Studio-organisation shall come to an end.

22.8 Franchisor shall have the right to take back from Franchisee all goods delivered by or on its behalf at a cost price after deducting 20%. Franchisee shall be entitled to sell all remaining goods freely, at prices to be determined by itself, within a period of 30 days after Ending of the Agreement.

22.9 All Franchisor's rights under the Agreement and/or the law to receive (copies of) Franchisee's records, inspect Franchisee's records and/or conduct audits of Franchisee's records shall survive the Ending of the Agreement on any ground and for any reason for a period of 5 years after the Ending of the Agreement.

22.10 In the event of Dissolvement of the Agreement, no undoing obligations under article 6:271 DCC arise in respect of obligations already fulfilled.

23. RENTAL RIGHTS

23.1 If Franchisee rents from Franchisor:

(a) if the Location is leased by Franchisee from Franchisor, the Location is only leased for the duration of the Agreement. The provisions relating to the lease of the Location shall be deemed to form an integral part of the Agreement. Both Agreements form one inseparable whole. A copy of the lease agreement between Franchisor and Franchisee is attached to the Agreement (Schedule 4).

(b) the Parties hereby note that the aforementioned lease agreement is inextricably linked to Franchisee’s capacity as a tenant of Franchisor.

(c) Franchisor and Franchisee also hereby establish that Franchisor is only willing to lease the aforementioned Location to Franchisee for as long as Franchisee is entitled to act as Franchisee of Franchisor under the Agreement, such in view of the importance of retaining this Location for the network from a strategic point of view and because of the (financial) efforts that Franchisor has had to make to obtain this Location.

(d) Therefore, in case of Ending of the Agreement on any ground whatsoever, the lease agreement shall also terminate as of the same date, without separate notice being required. In case of termination of the lease agreement on any ground whatsoever, Franchisor shall have the right to Terminate the Agreement by the same date.

(e) A default by Franchisee in respect of one or more of its obligations arising from the lease agreement shall also constitute a default by Franchisee in respect of its

obligations arising under the Agreement and a default by Franchisee in respect of one or more of its obligations arising under the Agreement shall also constitute a default by Franchisee in respect of its obligations arising under the lease agreement.

23.2 If Franchisee rents from a third party:

(a) if the Location is leased by Franchisee from a third party then Franchisee is obliged to agree with this third party (the lessor) that the leased premises may only be used for the operation of a Degas Dance Studio-business and subletting to a franchisee of the Degas Dance Studio-formula is allowed. The aforementioned should be included in the written lease agreement. Franchisee is obliged to hand over a copy of this to Franchisor. A copy of the lease agreement between Franchisee and the relevant third party is attached to this Agreement (Schedule 4).

(b) if the Agreement Ends, for any reason, Franchisee shall, at Franchisor's first request, request the lessor to cooperate with contract takeover by Franchisor (or such other franchisee as Franchisor may designate).

(c) if the lessor does not cooperate with such contract takeover then Franchisee shall, on the first request of Franchisor, institute legal proceedings for substitution in which proceedings Franchisee shall demand that Franchisor (or such other franchisee as Franchisor may designate) shall be made a tenant in its place.

(d) in such a case, Franchisee shall, upon Franchisor's first request, request preliminary relief seeking the permission of Franchisor (or the new franchisor to be appointed by Franchisor) as actual user.

(e) in this particular case, at the first request of Franchisor, Franchisee shall appeal a decision of a court in any of the aforementioned legal proceedings. The costs of conducting the proceedings mentioned in (c), (d) and (e) above shall be borne by Franchisee.

23.3 If Franchisee operates the Degas Dance Studio-business in a Location owned directly or indirectly by Franchisee, Franchisor shall have the right of first lease at market conditions upon Ending of the Agreement.

24. KNOW-HOW, CONFIDENTIALITY, NON-COMPETE - AND RELATION CLAUSE

24.1 Franchisee acknowledges that Know-how exists, that Franchisor transfers Know-how to Franchisee during the term of the Agreement and that the following clauses in this Article 26 are indispensable to protect the Know-how transferred by Franchisor to Franchisee.

24.2 During the term of the Agreement and after the Ending of the Agreement Franchisee undertakes vis-à-vis Franchisor to keep everything secret that has come to Franchisee's knowledge in the course of the execution of the present Agreement and related agreements

concerning the activities and relations of Franchisor and Franchisor's affiliates, as well as with respect to the Know-How provided by Franchisor.

24.3 Franchisee shall also impose the obligation of confidentiality as stated in Article 24.2 on persons employed by it or otherwise working within the Degas Dance Studio-business. A breach of confidentiality by such person shall be deemed to be a breach of confidentiality by Franchisee itself.

24.4 During the term of the Agreement Franchisee shall not without the express prior written consent of Franchisor, directly or indirectly develop activities that are equal, similar, and/or competitive to the activities that are part of or related to the Degas Dance Studio-formula in the Territory, manner and/or in countries in which Franchisor operates. Franchisee will not be involved in any way with any company carrying out such activities.

24.5 For a period of one (1) year after the Ending of the Agreement, Franchisee shall not carry out any work at the Location or in the Territory relating to goods or services that compete with the goods or services covered by the Agreement.

24.6 During one year after the Ending of the Agreement, Franchisee shall not, directly or indirectly maintain business contacts with Degas Dance Studio-customers in any way whatsoever, whether as a self-employed person, in employment or in any other capacity. Nor shall Franchisee be permitted to promote for itself or for others, directly or indirectly, the establishment of contact as referred to in this paragraph, including the establishment of an agreement through the actions of any third party, all in the broadest sense of the word, insofar as promoted by any effort of Franchisee.

24.7 Franchisee warrants that the competition prohibitions in Articles 24.4, 24.5 and 24.6 will not be rendered illusory contrary to the spirit of the scheme, for example in case the prohibited activities are carried out by the life partner, domestic partner or a legal entity and/or natural person directly or indirectly related to Franchisee.

24.8 In the event that Franchisee breaches its obligations under Articles 24.2, 24.4 up to and including 24.6, Franchisee is in default and incurs immediately, without any further action or formality being required, and without the breach having to be attributable to Franchisee, an immediately due and payable non-compliance fee of €25.000 (in words: twenty-five thousand euros), for each such breach and for a period immediately due and payable non-compliance fee of €2.500 (in words: two thousand five hundred euros) for each (part of the) day such breach continues, without Franchisor having to prove any loss or damage, and without prejudice to any contractual or legal rights of Franchisor, including the right of Franchisor to claim full compensation of damages and/or the right of Franchisor to claim performance of the obligation. The statutory (commercial) interest rate starts to accrue as soon as the non-compliance fee is due and payable. This non-compliance fee clause came into being by both Parties well-considered and with due observance of interests of both

Parties. Parties acknowledge and identify the possible disproportion between the non-compliance fee and the actual damages (as a consequence of the breach under the Agreement) as reasonable.

25. TRANSFER RIGHTS FRANCHISEE AND GOODWILL

25.1 The rights given to Franchisee under the Agreement are not transferable except with Franchisor's prior written consent and may, without Franchisor's prior written consent (i) not be exercised by third parties, (ii) not be encumbered, and (iii) may not be contributed to any legal entity or joint venture.

25.2 If Franchisee wishes to transfer the Degas Dance Studio-business (i) during the term of the Agreement or (ii) at the final date of the Agreement to a third party, it shall be obliged to first specify in writing the intended purchase price and further terms of sale and Franchisor shall be entitled to purchase the Degas Dance Studio-business for the purchase price specified by Franchisee. Franchisor is expressly not obliged to exercise this right of first refusal.

25.3 The purchase price demanded by Franchisee for the Degas Dance Studio-business consists of, on the one hand, compensation for the value of tangible assets present in the Degas Dance Studio-business and, on the other hand, compensation for goodwill. In this context, goodwill means the amount that a buyer of Franchisee's Degas Dance Studio-business pays to the seller for reputation, accrued customer base and the like and thus that part of the purchase price that exceeds the tangible assets of the Degas Dance Studio-business ("Goodwill").

25.4 The Goodwill of the Degas Dance Studio-business composes of several components. These include the Trademark, the Degas Dance Studio-products/services sold under use of the Trademark, the organisation, location, customer base, reputation and person of the entrepreneur. The Goodwill components related to the Trademark, the products/services and the organisation are attributable to Franchisor. The Goodwill components relating to Franchisee as a person and the customer base built up in the Degas Dance Studio-business are attributable to Franchisee.

25.5 Franchisee is free to determine the method of calculating Goodwill in consultation with its advisor. This may be the Discounted Cash Flow (DCF) method, but it may also be a method comparable to this, as long as the method is generally recognised and customary to come at a realistic calculation in the situation at hand.

25.6 If Franchisee sells the Degas Dance Studio-business to a third party, the full purchase price shall accrue to Franchisee (tangible assets and Goodwill). If Franchisor acquires Franchisee's Degas Dance Studio-business under the exercise of its right of first refusal, Franchisor shall reimburse Franchisee only for the Goodwill reasonably attributable to Franchisee.

25.7 Upon submission of the (requested) purchase price, Franchisee shall inform Franchisor what Franchisee believes to be the amount of Goodwill, which Goodwill shall be included in the purchase price. Franchisor, if it wishes to exercise its right of first refusal, shall be entitled to acquire the Degas Dance Studio-business at the purchase price requested by Franchisee, less a markdown for the Goodwill attributable to Franchisor. The amount of such markdown shall be calculated in accordance with Article 25.8.

25.8 In view of the fact that this is a soft franchise formula and that therefore the Goodwill will for the most part be attributable to the formula an sich and therefore to Franchisor, Parties agree already now that of the amount paid by Franchisee pursuant to Article 25.5 calculated Goodwill, a percentage as specified in Schedule 6 shall be attributable to Franchisor.

25.9 Franchisee realises that compensation for Goodwill by Franchisor will not be an issue if Franchisor does not take over the Degas Dance Studio-business and that no obligation to take over exists. In addition, even if Franchisor decides to take over the Degas Dance Studio-business, there will not be any compensation for Goodwill if pursuant to Article 25.12 it is established that there is no Goodwill attributable to Franchisee present in the Degas Dance Studio-business.

25.10 If Franchisor has not confirmed within thirty days from the date of Franchisee's written offer that it wishes to take over the Degas Dance Studio-business, Franchisee shall be entitled to transfer the Degas Dance Studio-business to a third party to be appointed by Franchisee. Such transfer shall take place (i) on conditions, which shall not be more favourable to such transferee/third party than the conditions set out in the offer to Franchisor and (ii) without prejudice Article 25, provided the third party will have to pay the entire purchase price with no markdown for Goodwill. Franchisor shall not be obliged to continue the Agreement with such acquiring party if it does not meet reasonable requirements of professional competence, creditworthiness, and non-competition to be imposed by Franchisor.

25.11 The Parties agree that Franchisor, except in the case of exercise of the right in Article 25.2, may not refuse a contract takeover in the event of a business transfer if the following conditions are met:

(a) the person wishing to take over must present proof of its professional competence, be solvent and possess the qualities that Franchisor requires of a franchisee, expressly including the possession of sound business morality, to be demonstrated if required by means of a psychological test administered by a nationally recognised assessment agency and all at the sole discretion of Franchisor and must have successfully completed the training course;

(b) all charges, costs and taxes associated with the acquisition shall be borne by Franchisee and/or the transferee, including the cost of the training course;

(c) the successive Franchisee shall be obliged to pay the Entrance Fee to Franchisor;

(d) the successive Franchisee shall be obliged to pay a market-based fee;

(e) Franchisee must have complied with all its obligations under the present Agreement and, at the time it requests Franchisor's consent to take over, it shall be required to demonstrate at the time of its request that it has complied with all its obligations, including to third parties;

(f) if the person taking over is a company, the majority of the shares must be owned by a natural person meeting the abovementioned criteria; this person must undertake in writing that it shall comply in private with the obligations arising from the Agreement; and

(g) the transferee shall not, except with the prior written consent of Franchisor, be a fellow franchisee and/or work for or be part of (one of) the (sub)company(ies) of parties with which Franchisor maintains business relations. In addition, after transferring the Degas Dance Studio-business, the transferee may not be part, directly or indirectly, of any (franchise) organisation or other partnership competing with the Degas Dance Studio-formula.

25.12 If Franchisee is unable to find an acceptable takeover candidate for the purchase price it has requested, it shall be entitled to offer the Degas Dance Studio-business for a lower purchase price, in which case, Franchisor's right of first refusal shall again apply. Franchisee must then again first offer the Degas Dance Studio-business to Franchisor at the changed purchase price in accordance with the systematics of Article 25.2 and onwards. Notwithstanding the provisions of Article 25.10, a period of thirty days applies in that event. In principle, this process may be repeated each time until the end date of the Agreement is reached.

25.13 If Franchisor does not exercise the right of first refusal and Franchisee fails to find an acceptable candidate to take over the Degas Dance Studio-business by the end date of the Agreement, Franchisor may still take over the Degas Dance Studio-business but is not obliged to do so. If Franchisor nevertheless decides to take over the Degas Dance Studio-business, the Parties in advance agree that the Goodwill attributable to Franchisee shall be set at nil. In such case, Franchisee shall be obliged to offer the assets at the book value.

25.14 If there is an (interim) Ending of the Agreement by Franchisor based on a culpable act or omission by Franchisee, Franchisee shall be obliged to offer the Degas Dance Studio-business to Franchisor and Franchisor shall be entitled, but not obliged, to take over the Degas Dance Studio-business. If Franchisor decides to take over the Degas Dance Studio-business, then the Parties in advance agree that the Goodwill attributable to Franchisee shall be set at nil, or at least that the loss suffered by Franchisor as a result of Franchisee's failure or wrongful act or the loss due to the premature Ending of the Agreement shall be set at at least the value of the Goodwill attributable to Franchisee. Such damages shall be set off against Franchisee's claim in respect of Goodwill, without prejudice to Franchisor's right to claim the damages remaining after set off.

26. TRANSFER OF FRANCHISOR RIGHTS

26.1 Franchisor is entitled to transfer its rights and obligations under the Agreement, in full or in part, to third parties or to have them exercised by third parties, provided that this shall not endanger the continuity of the Degas Dance Studio-business of Franchisee. By signing the Agreement, Franchisee grants its cooperation or consent to this in advance.

26.2 Franchisor undertakes to stipulate in writing for the benefit of Franchisee in the aforementioned case, that such successor franchisor will fulfil all obligations under the Agreement.

27. DEATH AND RESIGNATION

27.1 In the Franchisee dies (natural person), the Agreement will be Dissolved by operation of law. Nevertheless - at the discretion of Franchisor - either his partner or one of Franchisee's adult children may be given the opportunity to enter into a franchise agreement on the same conditions as the Agreement, including its term.

27.2 For this purpose, the Parties consider the first twelve months to be a trial period. During this trial period Franchisor will provide adequate guidance.

27.3 Within one month after the ending of the trial period referred to in Article 27.2, both Franchisor and the partner or child may Terminate or Dissolve the franchise agreement subject to one month's notice. In the absence of timely notice, the franchise agreement shall continue for the duration equal to the remaining term of the Agreement. At the end of that period, the franchise agreement shall terminate by operation of law and the relevant provisions of the franchise agreement shall apply in respect of a renewal or entering into a subsequent franchise agreement.

27.4 If at Franchisee’s death the remaining term of the Agreement was less than twelve months, the entire remaining term of the franchise agreement shall be considered a trial period. The franchise agreement shall terminate by operation of law upon expiry of the remaining term of the Agreement and the parties may decide to do so on the basis of the provisions of the franchise agreement regarding renewal or entering into a successor agreement.

27.5 If Franchisee is no longer able to operate its Degas Dance Studio-business in the usual manner, due to illness or other circumstances beyond its control, Franchisee shall be obliged to provide (temporary) competent replacement. If Franchisee fails to (timely) appoint a competent replacement, Franchisor shall, without assuming any obligation in this respect, endeavour to appoint a (temporary) replacement to perform the necessary (legal) acts on behalf of Franchisee within the framework of the operation of the Degas Dance Studio-business. All costs relating to this shall be charged to Franchisee without profit mark-up. Franchisee remains responsible for the quality of the work and compliance with the agreements made even during the replacement.

27.6 If Franchisee fails to independently nominate a competent replacement within a period of [six] months, Franchisor and Franchisee shall consult with each other in order to achieve a reasonably structural solution. If Franchisor and Franchisee fail to achieve a structural solution within [three] months after they have entered into consultations with each other, Franchisor shall have the right to Terminate or Dissolve the Agreement subject to three months' notice.

28. THIRD-PARTY INFRINGEMENT AND INDEMNIFICATION

28.1 Franchisee shall immediately notify any third party infringement of Franchisor's and Franchisee's rights to Franchisor, and cooperate to the extent necessary to put an end to such infringements. Franchisor shall, if necessary, take measures to put an end to such infringements, insofar as they are its responsibility.

28.2 Franchisee shall cooperate in any manner reasonably required by Franchisor to protect Franchisor's rights to the fullest extent.

28.3 Franchisee shall immediately notify Franchisor, if it becomes involved in disputes that may lead to legal proceedings, to the extent related to the franchise rights granted to it under the Agreement, and depending on the nature of the dispute, grant Franchisor the right to intervene in the proceedings.

28.4 Franchisee shall indemnify Franchisor against any third party action to the extent that such action results from any act or omission of Franchisee.

28.5 This obligation to indemnify shall lapse if Franchisee's acts or omissions are the result of Franchisor's failure to fulfil its contractual obligations in a timely or proper manner.

28.6 On the other hand, Franchisor shall indemnify Franchisee against actions of third parties resulting from Franchisor's failure to fulfil its obligations to Franchisee, whether on time or properly, except in the event of force majeure. This obligation to indemnify shall lapse if Franchisor's acts or omissions are the result of Franchisee's failure to perform its contractual obligations in a timely or proper manner.

29. FRANCHISE CONSULTATION

29.1 Franchisor shall promote communication, exchange of experiences and thoughts with its Franchisees as well as communication between Franchisees themselves. In this regard, consultations between Franchisor and Franchisee shall take place at least once a year and Franchisor shall endeavour to conduct an Informal Franchise Consultation at least twice a year.

30. AMENDMENT OF AGREEMENT AND NULLITY OF PROVISION

30.1 Franchisor shall be entitled to amend the provisions of the Agreement to bring them in line with the changed (inter)national laws or regulations, if changed (inter)national laws or regulations give rise thereto during the term of the Agreement.

30.2 If any provision of the Agreement is declared void or invalid or is found to be or can no longer be applicable due to changing circumstances, for example as a result of changed (inter)national legislation or regulations, such a declaration or finding shall not affect the other provisions.

30.3 Parties will consult in good faith in the event of a situation as referred to in paragraph 1 and/or paragraph 2 in order to reach a new arrangement in this respect that reflects the intention of the Parties as much as possible. The extent to which the amendments to the relevant provision affect other provisions of the Agreement will also be examined. If necessary, these other provisions may also be amended in consultation.

31. NON-COMPLIANCE FEE

31.1 In the event that Franchisee breaches its obligations under Articles 2.4, 22.1 and/or 22.6, Franchisee is in default and incurs immediately, without any further action or formality being required, and without the breach having to be attributable to Franchisee, an immediately due and payable non-compliance fee of €10.000 (in words: ten thousand euros), for each such breach and for a period immediately due and payable non-compliance fee of €1.000 (in words: one thousand euros) for each (part of the) day such breach continues, without Franchisor having to prove any loss or damage, and without prejudice to any contractual or legal rights of Franchisor, including the right of Franchisor to claim full compensation of damages and/or the right of Franchisor to claim performance of the obligation. The statutory (commercial) interest rate starts to accrue as soon as the non-compliance fee is due and payable. This non-compliance fee clause came into being by both Parties well-considered and with due observance of interests of both Parties. Parties acknowledge and identify the possible disproportion between the non-compliance fee and the actual damages (as a consequence of the breach under the Agreement) as reasonable.

31.2 In order to establish Franchisee's compliance with the provisions of the Agreement, Franchisor or one or more experts appointed by it shall have the right, possibly after prior notice, to carry out inspection at the Location during normal usual working hours.

32. APPLICABLE LAW AND DISPUTES

32.1 The Agreement and any resulting agreements or related rights and obligations shall be governed by Dutch law.

32.2 In the event of a dispute, including a dispute that only one of the Parties could qualify as such, arising from the Agreement, the Parties shall in the first instance attempt to resolve the dispute between themselves in all reasonableness.

32.3 If it has proved impossible to resolve a dispute as referred to above by mutual agreement, disputes arising out of or in connection to the Agreement, are settled as described in Schedule 5.

33. CORRESPONDENCE

33.1 Without prejudice to the relevant provisions of law, all notices, including notices, and other communications in connection with the Agreement shall be given at the addresses set out below (or such other address as notified by a Party to the other Party in compliance with this article), by registered letter, by courier or by e-mail:

(a) To Franchisor:

Name:	Degas Dance Franchise B.V.
Address:	Rotterdamseweg 386 B 18
Postal code and city name:	2629 HG Delft
Email address(es):	info@degasdancestudio.com

(b) To Franchisee:

Name:	[▪]
Address:	[▪]
Postal code and city name:	[▪]
Email address(es):	[▪]

33.2 Notices or other communications relating to the Agreement shall be deemed to have been received by the addressee:

(a) if handed over personally: from the time of handover;

(b) if sent by registered mail: two days after sending;

(c) if sent by courier: on the date of delivery by the courier to the consignee; or

(d) if sent by e-mail: on the date the e-mail was sent.

34. JOINT AND SEVERAL LIABILITY

34.1 If the Agreement is signed by multiple signatories on behalf of Franchisee, all Franchisee's obligations under the Agreement shall be deemed to be joint and several obligations.

34.2 If Franchisee wishes to transfer the Degas Dance Studio-business, as well as the rights and obligations arising from the Agreement, into a private company with limited liability to be set up by it, Franchisor shall in principle agree to this, but only under the following conditions:

(a) Franchisee, as a natural person, shall become and remain the manager and director of this company;

(b) Franchisee shall remain jointly and severally liable in private to Franchisor for the performance of the obligations and provisions of the Agreement by the private company with limited liability;

(c) the spouse of the director of the private company with limited liability declares in writing to have consented to such joint and several liability by the director as referred to in section (b);

(d) the company is jointly and severally liable for the performance of all obligations under current contracts that arose before the date of contribution of the business; and

(e) Franchisee will privately hold and retain the majority of the shares in the private company with limited liability.

34.3 Failure to comply with any of the above conditions shall constitute a ground for Termination or Dissolvement of the Agreement by Franchisor, in which case Franchisor shall have the right to hold both Franchisee privately and the company set up by it liable for the loss incurred.

34.4 If Franchisor from the start enters into the Agreement with a private company with limited liability, the conditions mentioned in Article 34.2 shall apply mutatis mutandis; therefore, in such case, both the company and its director/shareholder shall be jointly and severally liable for all obligations of Franchisee arising from the Agreement, while also no change in the person of manager/director of the company or of the shareholders shall be allowed without Franchisor's written consent.

34.5 In the event that the conditions set out in Article 34.4 occur, the spouse of the director of the private limited liability company will, by co-signing this Agreement, declare to consent to the director's consent to and agreement with this joint and several liability (in accordance with the provisions of article 1:88(1)(c) DCC).

34.6 With respect to the joint and several liability of Franchisee as a natural person, Franchisor wishes to emphasise that this joint and several liability relates purely to the obligation towards Franchisor and is prompted by the fact that a number of provisions of this Agreement (including infringements of intellectual property rights, non-competition, confidentiality, prohibition of assignment without Franchisor's consent, et cetera) are closely connected to Franchisee in person. Franchisee in person therefore expressly binds itself to Franchisor for the performance of these obligations and shall, in confirmation thereof, co-sign the Agreement in person.

35. FINAL PROVISIONS

35.1 The Parties undertake to perform the Agreement in good faith and to inform each other mutually of all relevant information relating to the cooperation, including circumstances that (could) impede the proper performance of the cooperation.

35.2 The Agreement exhaustively contains all provisions currently in force between the Parties and it supersedes all prior oral and written agreements.

35.3 Each Party shall bear its own costs in connection with the establishment of this Agreement (including, but not limited to, the costs of its advisers, negotiations, preparations and investigations) as well as the documentation related to this Agreement (including, but not limited to, agreements or (notarial) deeds).

35.4 Franchisee, by signing the Agreement, declares to have had sufficient time - at least 4 weeks - to study the PID (including the Agreement) and to have had the opportunity to seek expert advice if required.

35.5 Franchisee declares that during the standstill period (ex article 7:914 DCC) it was not induced by Franchisor to make any payments or investments related to the Franchise Agreement.

<<signature page follows>>

Initialled on each page and signed for agreement by :

FRANCHISOR		**FRANCHISEE**	
On behalf of these:	A.L. Weiskittel	On behalf of these:	[▪]
Function/title:	Owner	Function/title:	[▪]
date:	[▪]	date:	[▪]

FRANCHISEE in private:

Spouse of Franchisee (if Agreement is concluded with a private company with limited liability):

Name:	[▪]
Date:	[▪]

SCHEDULE 1 DEFINITIONS

Article	A clause to the Agreement.
Agreement	Current franchise agreement.
Annex	An Annex to this Agreement.
Trademarks	The monetizable (service) marks and commercial designations owned, used, promoted and licensed by Franchisor and the Degas Dance Studio-organization, including the trademark registrations mentioned in the Manual.
Copyright Act	Auteurswet.
DCC	Dutch Civil Code (*Burgerlijk Wetboek*).
Derived formula	A formula operated directly or indirectly by the Franchisor which corresponds in distinctive characteristics to the Degas Dance Studio-formula and is aimed at selling products and/or providing services that are substantially the same as the products and/or services of the Degas Dance Studio-formula.
Dissolve	To end the Agreement via '*ontbinden'*.
Degas Dance Studio-business	The business run by Franchisee using the Degas Dance Studio-formula.
Degas Dance Studio-customers	For this purpose, Degas Dance Studio-customers shall mean all persons and organisations with whom Franchisor and/or Franchisee and/or other Franchisees have entered into an agreement in a period of two years prior to the termination of the Agreement or who have received an invoice in respect of services belonging to the Degas Dance Studio-service during the aforementioned period. The term Degas Dance Studio-customers shall also mean the potential customers with whom Franchisee, Franchisor or other Franchisees have business contact at the time of termination of the Agreement.
Degas Dance Studio-expressions	The Trademarks, the trade name "Degas Dance Studio" and all other internal and external expressions and all Intellectual Property Materials belonging to the Degas Dance Studio-formula.
Degas Dance Studio-Formula	The dance studio concept as described in consideration (A) of the Agreement.
Degas Dance Studio-	Franchisor and a number of its affiliates who (jointly or otherwise)

organisation	have developed and operate the Degas Dance Studio-formula have developed and operate it.
Degas Dance Studio-software	The software that Franchisor prescribes to use or shall prescribe to use or the software that Franchisor has developed or will develop that is relevant to the Degas Dance Studio-formula. A description of the Degas Dance Studio-software is included in the Manual.
Ending	The Dissolvement or Termination of the Agreement.
Entrance Fee	The one-off payment Franchisee has to pay to Franchisor.
Franchisee	The Party named and described as above and any executor and legal successor thereof.
Franchisees	The joint Degas Dance Studio-franchisees.
Royalty Fee	The fee payable by Franchisee to Franchisor monthly on the Revenue generated by Franchisee as set out in Article 18.2.
Franchisor	The Party named and described as above and any successor in title thereto.
Informal Franchise Consultation	A meeting to which all franchisees will be invited, during which a variety of different (operational) issues can be discussed, information can be shared and experiences of Franchisor and individual franchisees can be exchanged.
Intellectual Property Materials	All documents, software, applications, photographic works, graphic works of any type and materials in any format or medium, and shall include works of tangible or intangible materials, elements, computer and mobile applications, software, any works of authorships, texts, designs, audio visual works, drawings, creative works, artwork, including the packaged original end of year productions and backdrops, teacher training and class syllabus tools and packaged Nutcracker Choreography, the trade name Degas Dance Studio, and all other materials or works that have been created by Franchisor in relation to the Degas Dance Studio-formula.
Know-how	The totality of practical information not protected by an intellectual property right, arising from the experience of Franchisor and/or Franchisee and from her/his/their investigations, which information is secret, substantial and identified.
Location	The address of the premises where the Studio is located as included in Schedule 2.

Manual	The manual drafted by Franchisor and handed over by Franchisor to Franchisee.
Parties	Franchisor and Franchisee.
Party	Franchisor or Franchisee.
PID	The document provided by Franchisor to Franchisee prior to the conclusion of the Agreement, which document contains information about the Degas Dance Studio-organisation relevant to Franchisee in the context of whether or not to conclude the Agreement.
Revenue	The total revenue from all services and sales by the Degas Dance Studio-business, excluding sales and similar taxes. Pass through expenses, such as competition fees are not considered Revenue.
Schedule	A schedule to this Agreement.
Start Date	the date mentioned in Article 20.1.
Studio	The premises from which the Franchisee exploits its Degas Dance Studio-Business.
Territory	The area in which Franchisee is exclusively entitled to operate the Degas Dance Studio-business as indicated in Schedule 2.
Terminate	The ending of the Agreement via '*opzeggen*'.
Website	www.degasdancestudio.com

SCHEDULE 2 LOCATION AND TERRITORY

Franchisee will operate its Degas Dance Studio-business from the premises at the address:

[insert address]

The Territory consists of the geographical area of 15 miles from the Location (at the time of signing of the Agreement), which is indicated on the map below with the circle.

[insert map]

SCHEDULE 3 DATA PROCESSING AGREEMENT

DATA PROCESSING AGREEMENT

The undersigned:

1. **[COMPANY NAME]**, [legal form] having its registered office in [place] and maintaining a place of business at [address], [place], [country] (**"Controller"**);

   and

2. **ANACIA LYNN WIESKITTEL**, born on 6 May 1973, trading under the name **DEGAS DANCE FRANCHISE** listed in the Commercial Register of the Chamber of Commerce under number 83897232 doing and having its business address at Rotterdamseweg 386 B 18, 2629 HG Delft, the Netherlands (**"Processor"**);

Controller and Processor also referred to below individually as **"Party"** and jointly as **"Parties"**.

WHEREAS:

A. Parties have entered into a franchise agreement (**"Franchise Agreement"**) pursuant to which Controller shall make use of the software and services of Processor for the purpose of, inter alia, administering and managing customer and employee data and contacting customers and pursuant to which Parties will exchange such data;

B. To the extent Processor processes personal data on behalf of Controller under the Franchise Agreement, Processor shall be considered a processor within the meaning of Article 4(8) of the General Data Protection Regulation (EU) no. 609/2016 (**"GDPR"**) and Controller shall be considered a data controller within the meaning of Article 4(7) GDPR;

C. Parties wish to lay down in writing - taking account of the provisions of Article 28(3) of the GDPR - in this data processing agreement a number of conditions to set out the processing of personal data by Processor (**"DPA"**);

D. This DPA applies to all processing of personal data in the performance of and during the term of the Franchise Agreement.

HAVE AGREED AS FOLLOWS:

1. THE PROCESSING

1.1 Processor shall, for the benefit of and on behalf of Controller, process the personal data as set out in Annex 1 ("**Personal Data**") under the conditions laid down in this DPA. For the avoidance of doubt, this DPA shall not apply to instances where Processor is the controller (as defined by the GDPR) unless otherwise described in this DPA.

1.2 This Personal Data has been provided by Controller to Processor for the purposes set out in Annex 1, as determined by Controller, pursuant to which Processor processes this Personal Data.

1.3 Subsequent or instructions may also be given by Controller to Processor throughout the duration of the processing of Personal Data. These instructions shall always be documented.

1.4 Processor shall not process the Personal Data for its own purpose(s), unless a statutory requirement obliges Processor to do so. In that case, Processor shall notify Controller in writing of such

requirement prior to the processing, unless such requirement prohibits such notification for important grounds of public interest.

1.5 Controller warrants that the processing of the Personal Data complies with all applicable data protection laws and regulations and that such laws and regulations permit such Personal Data to be provided to and processed by Processor, and for that purpose warrants, inter alia, that Controller has obtained all required consents and rights from data subjects as required under data protection laws and regulations.

1.6 Processor shall inform Controller if Processor is of the opinion that an instruction causes an infringement of the GDPR or of another legal requirement regarding data protection or if the Processor has reason to believe that the Processor can no longer comply with the DPA.

2. SUB-PROCESSING

2.1 Controller agrees that Processor may engage third parties (sub-processors) for the performance of this DPA and the Franchise Agreement and gives its general authorization to the engagement of the sub-processors as listed in Annex 1.

2.2 Processor may update its list of sub-processors from time to time, by providing Controller at least fourteen (14) days' notice before providing any new sub-processor with access to the Personal Data, whereby Controller shall be given the opportunity to object to these changes in writing within five (5) days after Controller has been informed by Processor of the intended change. Controller shall not unreasonably object to any intended change of any sub-processors. In the event Controller objects to these changes, any costs related to engaging an alternative sub-processor shall be borne by Controller or Processor may terminate this DPA and the Franchise Agreement in writing, without Controller being entitled to any damages or costs.

2.3 Processor will ensure that at least the same obligations regarding data security and processing as mentioned in this DPA will apply to the sub-processor by means of a written agreement.

2.4 Processor shall remain fully responsible and fully liable for the performance and fulfilment of the sub-processor's obligations that cause Processor to breach any of its obligations under this DPA.

3. INTERNATIONAL DATA TRANSFER

Processor will only transfer Personal Data to a third country or international organisation if there is an adequate level of protection and if the GDPR is complied with, unless Processor is obliged thereto pursuant to applicable data protection laws and/or regulations. In that case, prior to said transfer, Processor shall inform Controller of the legal requirement, unless said legislation prohibits such information on important grounds of public interest.

4. CONFIDENTIALITY

4.1 All Personal Data processed by Processor on behalf of Controller in the context of the Franchise Agreement is subject to an obligation of confidentiality towards third parties.

4.2 This duty of confidentiality does not apply in the event that Controller has given consent to third parties for the provision of such data, or where the provision of the data to third parties is reasonably necessary given the nature of the instructions, or it is obliged to make notification pursuant to a legal requirement, in which case Processor shall inform Controller of the same prior to said notification.

4.3 Processor shall ensure that all persons involved in the processing of Personal Data under the Franchise Agreement observe confidentiality or are otherwise bound to confidentiality.

5. ASSISTANCE

5.1 Processor shall assist Controller by means of appropriate technical and organisational measures in the performance and fulfilment of the Controller's obligations under the GDPR and other applicable data protection laws and regulations. The costs to be incurred by Processor for providing such assistance and cooperation shall be reimbursed by Controller.

5.2 If Processor receives a request from a data subject to exercise one or more of its rights under the GDPR in connection with the processing of Personal Data, Processor will redirect the data subject to make its request directly to Controller. Controller will be responsible for responding to any such request. Processor may notify the data subject accordingly.

5.3 If Processor receives a request or an order from a government agency with respect to the Personal Data, including but not limited to a request from the supervisory authorities, Processor shall immediately inform Controller, to the extent permitted by law.

5.4 At the request of Controller and to the extent required under applicable law, Processor shall (taking into account the nature of the processing and the information available to Processor) assist Controller with fulfilling its obligations within the framework of a privacy impact assessment and, where appropriate, with the prior consultation of the supervisory authority.

6. COMPLIANCE & AUDIT

6.1 Upon request of Controller, Processor shall make available to Controller all information necessary to demonstrate compliance with the obligations arising from this DPA.

6.2 Upon request, Controller is entitled at least once every two (2) years, or more frequently in the event of a concrete suspicion that Processor is in breach of the GDPR or this DPA, to have an audit or inspection carried out by an auditor or other expert mandated by Controller in order to demonstrate Processor's compliance with the provisions of the GDPR, other applicable data protection laws and regulations, and this DPA. Controller shall notify Processor in writing at least one (1) month prior to the start of the audit. The costs of the audit or inspection are borne by Controller.

6.3 The findings relating to the audit or inspection carried out shall be discussed and reviewed by the Parties and, if applicable, reasonable measures to ensure compliance with the provisions of the GDPR, other applicable laws and regulations on data protection, and this DPA shall be implemented accordingly by either Party or jointly by both Parties.

7. SECURITY

7.1 Processor shall endeavour to implement appropriate technical and organisational measures against loss or any form of unlawful processing in connection with the performance of the processing of Personal Data under this DPA. Processor does not guarantee that the security measures are effective under all circumstances.

7.2 Controller agrees that Processor's implementation of the measures are sufficient for the purposes of complying with its obligations under this DPA.

8. DATA BREACH

8.1 In the event of any unauthorized or accidental access to or use, disclosure, alteration, loss or destruction of any Personal Data, or Processor having reasonable belief that any such access, use, disclosure, alteration, loss or destruction has occurred or is at risk of occurring (which shall include, without limitation, the loss of or the inability to locate definitively any media, device or equipment on which Personal Data is or may be stored), Processor shall make every effort to inform the Controller of the same immediately but ultimately within seventy-two (72) hours after becoming aware of such breach and shall, if possible, provide Controller with the following information:

a. a description of the nature of the breach, including, where possible, the categories and approximate number of data subjects and data records concerned;

b. a description of the likely consequences of the breach;

c. a description of the measures taken or proposed to be taken by Processor or the sub-processor to address the breach, including measures to mitigate its possible adverse effects.

8.2 Where, and insofar as, Processor is not able to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

8.3 Controller is at all times responsible for (determining whether) there is an actual data breach, reporting the data breach to the supervisory authority and/or the data subject(s) involved. If under the given circumstances Controller is actually under an obligation to report, Controller will agree (the content of) this report with Processor prior to this.

9. LIMITATION OF LIABILITY

9.1 Except in cases of gross negligence, wilful misconduct or fraud, Processor shall not be liable to Controller or third parties for any damages suffered or to be suffered by Controller or third parties, of whatever nature and/or extent.

9.2 The liability of Processor for indirect damages, including consequential damage, lost profits, missed savings, loss of files and/or data, third party claims and damage through business interruptions and idle time, is excluded at all times.

9.3 If and insofar as Processor is liable for damages under this DPA, its liability is restricted per event (a series of consecutive events is considered to be one single event) to the compensation of direct damages limited to the actual amount paid out under a liability insurance in that specific case, plus the amount of the excess. If for some reason Processor's liability insurance does not provide cover in a specific matter, or if the loss concerned is not covered by any insurance, its liability shall be limited to an amount of € 5.000,-- (in words: five thousand euros).

9.4 Any claim for damages against Processor lapses on expiry of 6 (six) months after Controller has discovered or reasonably should have discovered the damages.

9.5 All defences which Processor derives from this DPA to ward off its liability may also be invoked against Controller by its employees and third parties engaged by it in the performance of the DPA,

as if its employees and the aforementioned third parties were themselves parties to this DPA.

9.6 Controller indemnifies and holds Processor harmless against all liabilities, losses, damages and (legal) costs with regard to all claims from data subjects and/or third parties arising from or related to the processing of Personal Data.

10. DURATION AND TERMINATION

10.1 This DPA shall be effective from the date of signing and shall remain in force until Processor ceases processing the Personal Data under the Franchise Agreement or until the Franchise Agreement is terminated. Upon termination of the Franchise Agreement, this DPA shall terminate by operation of law and vice versa.

10.2 On expiry or termination of the Franchise Agreement and this DPA, Processor shall, at Controller's election, within ninety (90) days delete all Personal Data or return all Personal Data to Controller and delete all existing copies, unless the storage of the Personal Data is required by law or Processor is entitled to the storage under the Franchise Agreement, in which case the provisions intended to remain in force of this DPA shall survive.

11. MISCELLANEOUS

11.1 This DPA complements the Franchise Agreement between Parties and replaces any previous agreements made regarding the processing of Personal Data by Processor.

11.2 No amendment to this DPA shall be valid unless it is in writing and signed by or on behalf of each of the Parties, except in the case of adding or updating information to Annex 1.

11.3 Parties will update this DPA as necessary to reflect amended or supplemented regulations, additional instructions from relevant authorities and progessive insight into the application of the GDPR, the introduction of standard clauses and/or other events or insights that necessitate an amendment.

11.4 Should any provision of this DPA be or become invalid, ineffective or unenforceable in whole or in part, the validity, effectiveness and enforceability of the remaining provisions shall not be affected thereby.

11.5 Any such invalid, ineffective or unenforceable provision shall, to the extent permitted by law, be deemed replaced by such valid, effective and enforceable provisions as comes closest to the economic intent and purpose of such invalid, ineffective or unenforceable provision.

12. APPLICABLE LAW AND DISPUTES

12.1 The DPA and any resulting agreements or related rights and obligations shall be governed by Dutch law.

12.2 In the event of a dispute, including a dispute that only one of the Parties could qualify as such, arising from the DPA, the Parties shall in the first instance attempt to resolve the dispute between themselves in all reasonableness.

12.3 If it has proved impossible to resolve a dispute as referred to above by mutual agreement, disputes arising out of or in connection to the DPA, are settled as described in Schedule 5 to the Franchise Agreement.

Signed in twofold on [date] by:

Controller	**Processor**
_____	_____
Duly represented by: [▪]	Name: A.L. Weiskittel
Function/title: [▪]	Function/title: Owner
Date: [▪]	Date: [▪]
Place: [▪]	Place: [▪]

ANNEX 1

CATEGORIES OF DATA SUBJECTS AND PERSONAL DATA	
Natural persons submitting requests for information	Names and e-mail addresses
Employees of Controller	[…]
Contractors of Controller (to the extent traceable to natural persons)	**Family:** Guardian Name(s) Last Name Address Phone number Email / Username Opt-out of emails Emergency Contact (other than parents) Emergency Contact Phone How did you hear about us? **Student:** First Name Last Name Family Birthday Gender Medical Conditions, Allergies, etc Comments Paper Waiver On File
Creditors and debtors of Controller (to the extent traceable to natural persons)	[…]
[…]	[…]

PURPOSES
Processing information requests
Administering and managing customer data
Administering and managing employee data
Analysing financial data;
Analysing operational data;
[…]

RETENTION OF PERSONAL DATA
[…]

SUB-PROCESSORS		
[name organisation]	[brief description of services]	[location of processing] [if outside EEA: transfer mechanism]

SCHEDULE 4 RENTAL AGREEMENT

In deviation of the options mentioned in Article 23, Franchisee shall become a co-renter of Franchisor for the Location. The Rental Agreement shall be attached to this Schedule.

Although Franchisor remains jointly and severally liable toward the landlord for all obligations under the Rental Agreement, Parties agree that amongst themselves, Franchisee shall be fully and solely responsible for all obligations under the Rental Agreement, including payment of all rental fees and additional costs from the Entrance Date onwards.

Franchisee shall indemnify Franchisor against all claims and related expenses of Landlord against Franchisor under the Rental Agreement.

SCHEDULE 5 DISPUTE RESOLUTION

1: In the event that Franchisee is established in a country within the European Union (incl. Denmark, excl. UK) or in the countries Switzerland, Sweden, Norway, Iceland:

- All disputes in connection with the Agreement and/or any other agreement entered into in execution of or in connection with the Agreement (including purchase agreement with regard to Products) shall be submitted exclusively to the competent court of the district court of Oost-Brabant, location 's-Hertogenbosch.

2: If Franchisee is established outside the countries referred to under 1:

- All disputes in connection with the Agreement and/or any other agreement concluded in execution of or in connection with the Agreement shall be exclusively settled by arbitration by the Netherlands Arbitration Institute (NAI) in accordance with the NAI Arbitration Rules as they read 3 months prior to the conclusion of the Agreement, whereby:

  (a) the arbitration tribunal shall consist of (i) one arbitrator in a dispute with a financial interest not exceeding € 250.000,- or (ii) three arbitrators in a dispute with a financial interest exceeding € 250.000,-; and
  (b) the arbitral tribunal shall be appointed from among the arbitrators named in the NAI list of arbitrators; and
  (c) the place of arbitration shall be Amsterdam, the Netherlands; and
  (d) the arbitration proceedings shall be conducted in the English language; and

- The arbitral tribunal shall decide in accordance with the rules of law.

SCHEDULE 6 GOODWILL

The Degas Dance Studio-business has been bought by Franchisee from [name], a business owned by Anacia Weiskittel. Anacia has set up this business in 14 years. This business has been sold to Franchisee for a low amount below market value and current worth. Therefore, Parties agree that 100% of the Goodwill is attributable to Franchisor.

EXHIBIT C
List of State Administrators and Agents for Service of Process

State Administrators

California Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4th St., Suite 750 Los Angeles, CA 90013-1105 Toll Free: 1-866-275-2677	**Michigan** Consumer Protection Division Michigan Department of Attorney General 670 Law Building Lansing, MI 48913 (517) 373-7117	**South Dakota** Dept. of Commerce & Regulation Division of Securities 118 West Capitol Pierre, SD 57501-5070
Connecticut Department of Banking, Securities and Business Investment Division 260 Constitution Plaza Hartford, CT 06103	**Minnesota** Minnesota Dept. of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-3165 (651) 539-1600	**Texas** Secretary of State Statutory Documents Section P.O. Box 12887 Austin, TX 78711-2887
Florida Florida Department of Agriculture and Consumer Services P.O. Box 6700 Tallahassee, FL 32399-6700	**New York** NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 212-416-8285	**Utah** Department of Commerce 160 East 300 South SM Box 146704 Salt Lake City, UT 84114-6704
Hawaii Business Registration Div. Dept. of Commerce & Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	**Nebraska** Department of Banking and Finance 1230 "O" Street Suite 400 P.O. Box 95006 Lincoln, NE 68509-5009	**Virginia** State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main Street, Richmond, VA 23219 (804) 371-9051
Illinois Chief, Franchise Division Office of Attorney General 500 South Second Street Springfield, IL 62707 (217) 782-4465	**North Dakota** Securities Department 600 East Boulevard Avenue 5th Floor, Dept 414 Bismarck, ND 58505-0510 (701) 328-4712	**Washington** Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507-9033 (206) 753-6928
Indiana Deputy Commissioner, Franchise Division Indiana Securities Commission Secretary of State 302 W. Washington St, Room E-111 Indianapolis, IN 46204 (317) 232-6681	**Oregon** Department of Insurance & Finance Corporate Securities Section Labor and Industries Building Salem, OR 97310 (503) 378-4387	**Wisconsin** Securities and Franchise Registration Wisconsin Securities Commission P.O. Box 1768 Madison, WI 53701 (608) 266-8559
Maryland Office of the Attorney General, Securities Division, 200 St. Paul Place, Baltimore, MD 21202-2020 (410) 576-6360	**Rhode Island** Chief Securities Examiner Department of Business Regulation Securities Division Franchise Section 233 Richmond Street, Suite 232 Providence, RI 02903-4232 (401) 277-3048	

Agents for Service of Process

CALIFORNIA Commissioner of Financial Protection and Innovation California Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013-1105 1-866-275-2677	**MARYLAND** Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**RHODE ISLAND** Director of Depart. of Business Regulation Suite 232 233 Richmond Street Providence, Rhode Island 02903-4232 (401) 277-3048
CONNECTICUT Connecticut Department of Banking, Securities and Business Investments Division 260 Constitution Plaza Hartford, CT 06103	**MICHIGAN** Dept. of Commerce, Corp'ns & Securities Bur. 6546 Mercantile Way P.O. Box 30222 Lansing, Michigan 48910 (517) 373-7117	**SOUTH DAKOTA** Director of Division of Securities 445 E. Capitol Avenue Pierre, SD 57501-2017 (605) 773-4013
	MINNESOTA Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (612) 539-1600	**VIRGINIA** Clerk of the State Corporation Commission 1300 East Main Street Richmond, Virginia 23219 (804) 371-9733
HAWAII Comm'r Securities of the State of Hawaii Depart. of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	**NEW YORK** Attention: New York Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, New York 12231-0001 (518) 473-2492	**WASHINGTON** Director of Depart. of Financial Institutions General Administration Building -Securities Division 150 Israel Road, S. W. Tumwater, Washington 98501 (360) 902-8760
ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**NORTH DAKOTA** North Dakota Securities Commissioner 600 Boulevard Avenue, State Capital Fifth Floor Bismarck, ND 58505-0510 (701)328-4712	**WISCONSIN** Commissioner of Securities 345 West Washington Avenue Fourth Floor Madison, Wisconsin 53703 (608) 261-9555
INDIANA Indiana Secretary of State 201 State House Indianapolis, Indiana 46204 (317) 232-6681		

Exhibit D
State Addendum

CALIFORNIA ADDENDUM
TO
FRANCHISE DISCLOSURE DOCUMENT

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

The following provisions supersede any inconsistent provisions in the disclosure document and apply to all franchises offered and sold in the State of California:

1. Neither we nor any person identified in Item 2 of this disclosure document are subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a, et seq., suspending or expelling these persons from membership in the association or exchange.

2. California Business and Professions Code Sections 20000 through 200043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement or Development Agreement contains a provision that is inconsistent with the law, the law will control.

3. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. § 101, et seq.).

4. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

5. The Franchise Agreement requires arbitration in the Netherlands. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

6. The Franchise Agreement requires application of the laws of the Netherlands. This provision may not be enforceable under California law.

7. Any condition, stipulation or provision in the Franchise Agreement which would result in your waiver of compliance with any provision of California Franchise Relations Act is void to the extent that the provision violates this law.

8. To the extent that the Franchise Agreement would otherwise violate California law, any section thereof is amended by providing that all litigation by or between you and us, involving a franchised business operating in the State of California, which arises directly or indirectly from the Franchise Agreement will be commenced and maintained in the state courts of California or the United States District Court for California, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements.

9. California Corporation Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000 – 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

10. California Corporations Code, Section 31125 requires the franchisor to give the franchisee a disclosure document, approved by the Department of Financial Protection and Innovation prior to a solicitation of a proposed material modification of an existing franchise.

11. The URL address of our web site is www.DegasDanceStudio.com. OUR WEB SITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEB SITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www.dfpi.ca.gov.

12. Franchisees must obtain the necessary licenses from the California Contractors License Board.

13. The highest interest rate permitted by law in California is 10% annually.

14. Each owner of the franchise is required to execute a personal guaranty. Doing so could jeopardize the marital assets of non-owner spouses domiciled in community property states such as California.

15. **Registration of this franchise does not constitute approval, recommendation, or endorsement by the Commissioner.**

Exhibit E
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 Degas Dance Franchise B.V. offers you a franchise, it must provide this disclosure document to you at least fourteen (14) calendar days before you sign a binding agreement with or make a payment to the franchisor or an affiliate in connection with the proposed franchise sale.

If Degas Dance Franchise B.V. 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency listed on Exhibit D.

Degas Dance Franchise sales agent for this offering is Anacia Weiskittel.

Issuance Date: July 26, 2023.

I received a Franchise Disclosure Document dated July 26, 2023 that included the following Exhibits:

Exhibit A - Financial Statements
Exhibit B - Franchise Agreement
Exhibit C - Confidentiality Agreement
Exhibit D - List of State Administrators and Agents for Service of Process
Exhibit E – State addendum
Exhibit F - Receipts

Date: _____ _____

Your name (Please print)

_____

Your Signature

You should return one copy of the signed receipt either by signing, dating and mailing it to Degas Dance Franchise B.V. at Rotterdamsweg 386 B18 2629HG Delft, Netherlands, or by emailing a copy of the signed receipt to Degas Dance Franchise B.V. – info@degasdancestudio.com.

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 Degas Dance Franchise B.V. offers you a franchise, it must provide this disclosure document to you at least fourteen (14) calendar days before you sign a binding agreement with or make a payment to the franchisor or an affiliate in connection with the proposed franchise sale.

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Date: _____ _____
Your name (Please print)

_____
Your Signature

Keep this copy for your records.